

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2 RICHARD KILGORE, )

3 Appellant/Cross-Respondent, )

Case No.: 73977

4 vs. )

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Elizabeth A. Brown  
Clerk of Supreme Court

5 )  
6 ELENI KILGORE, )

7 Respondent/Cross-Appellant. )  
8

9 **JOINT-APPENDIX**

10 **Volume 3**

11  
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1 **TRANS**

**FILED**

**APR - 3 2018**

*Alvin J. Johnson*  
CLERK OF COURT

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3 **COPY**

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5 **EIGHTH JUDICIAL DISTRICT COURT**  
6 **FAMILY DIVISION**  
7 **CLARK COUNTY, NEVADA**  
8

9 RICHARD SCOTT KILGORE, )

10 Plaintiff, )

CASE NO. D-12-459171-D

11 vs. )

DEPT. I

12 ELENI KILGORE, )

13 Defendant. )  
14

15 BEFORE THE HONORABLE CHERYL B. MOSS  
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 WEDNESDAY, JUNE 10, 2015

18 APPEARANCES:

19 The Plaintiff:  
For the Plaintiff:

RICHARD KILGORE  
JANICE JACOVINO, ESQ.  
BONNIE LONARDO, ESQ.  
7881 West Charleston Blvd. #160  
Las Vegas, Nevada 89117

22 The Defendant:  
For the Defendant:

23 ELENI KILGORE  
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6145 Spring Mountain Road, #201  
Las Vegas, Nevada 89146  
24 (702) 469-2378



1 LAS VEGAS, NEVADA

WEDNESDAY, JUNE 10, 2015

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 12:24:37)

4

5 THE COURT: Okay. Let's make our appearances,  
6 459171, Richard and Eleni Kilgore. Counsel, your appearances.

7 MS. JACOVINO: Good morning, Your Honor, Jan  
8 Jacovino on behalf of Plaintiff.

9 MS. LONARDO: Good morning, Your Honor, Bonnie  
10 Lonardo on behalf of Plaintiff.

11 MS. JACOVINO: Present today is Rich Kilgore.

12 THE COURT: Retained? Unbundled, retained?

13 MS. JACOVINO: Retained.

14 MS. LONARDO: Retained.

15 THE COURT: Retained, okay.

16 MR. PAGE: Good afternoon, Your Honor, Fred Page,  
17 Bar Number 6080, on behalf of the Defendant Eleni Kilgore who  
18 is present.

19 THE COURT: Okay. We talked with the lawyers out in  
20 the back hallway about potential solutions to the case.  
21 They're not going to be absolute perfect solutions, but also  
22 some reality check -- reality checks I told them about what  
23 was contained in that Donna Gosnell letter. So, I'm just  
24 going to tell you what I told the lawyers, we have probably

1 four options. One is to change the counselor to get a summer  
2 resource for getting Nicholas in a program that may deal with  
3 his stresses going on in his life, and I'm not saying they're  
4 coming from Dad or -- but get him something to do this summer.  
5 Do you have plans -- no plans, right? Summer's the best to  
6 work with.

7 MS. KILGORE: Actually, Your Honor, I'm not sure --  
8 I -- I saw the report and I have to honestly tell you, I don't  
9 have those problems with him, the school doesn't have problems  
10 with him. Nicholas is actually doing quite well --

11 THE COURT: There is --

12 MS. KILGORE: -- incredibly.

13 THE COURT: -- a problem. The problem is he doesn't  
14 have a relationship with his dad.

15 MS. KILGORE: No, I -- that I completely agree with.

16 THE COURT: Okay.

17 MS. KILGORE: I agree with.

18 THE COURT: So, I --

19 MS. KILGORE: But summer-wise he is -- he does go to  
20 wrestling everyday from 7:00 to 12:00.

21 THE COURT: Okay. We'll work --

22 MS. KILGORE: And that's important to him.

23 THE COURT: We'll not interfere with that, we'll  
24 work around it.

1 MS. KILGORE: Okay.

2 THE COURT: I'm -- I was going to direct the lawyers  
3 to informally -- because it gets paperwork and red tape to get  
4 permission, because she's the juvenile delinquency hearing  
5 master recently appointed earlier this year in January. Sharp  
6 as nails, Judge Sunny Bailey. She don't put up with anything,  
7 and she deals with a lot of delinquent kids, but this is not a  
8 delinquent kid. But she knows resources where you can get  
9 kids staying -- I know he'll busy in the summer but kids into  
10 some type of programs or resources that may aid or assist with  
11 dealing with the elephant in the room which is this father-son  
12 strained relationship. And I do still have jurisdiction over  
13 this 16-year-old.

14 MS. KILGORE: Absolutely.

15 THE COURT: So, we'll -- we'll keep -- and I -- I  
16 take -- and I told Ms. Jacovino, I know Dad's not going down  
17 without a fight and he's going to keep fighting to repair his  
18 relationship with Nicholas and -- et cetera. And that's the  
19 reality of the situation. So, you lawyers call Judge Sunny  
20 Bailey -- or I'll tell you what, I'll pass along the message,  
21 because if she hears it from me directly, we'll bypass having  
22 to get her -- the judge she works for and just get me a list  
23 of resources. So, I'll tell you what, I'll go search out the  
24 information in what the best programs are.



1           Programs like Reset Your Life, Project Real -- I  
2 forget the other one. But anyway, we'll find something appro  
3 -- age-appropriate. It's for Nicholas. And Nicholas gets  
4 extra activities, gets some help, support, moral  
5 encouragement, peers, he may change, you know, ways of  
6 thinking or whatever. But I -- I can't guarantee anything.  
7 I'm going to give Nicholas a cooling-off period so -- and I  
8 know Dad probably hasn't seen him in a while and that's  
9 Nicholas's --

10           MR. KILGORE: I haven't seen him since our last  
11 court hearing.

12           THE COURT: Yeah, so Nicholas is choosing to do  
13 that, and you know, I can't force a 16-year-old to crawl out a  
14 bedroom argument. But I'm going to continue to work on -- I  
15 mean we're going to -- my job is to continue to work on, you  
16 know, the Donna Gosnell issue, but if Gosnell gives me this  
17 report that it's -- it's a foregone conclusion, I like to see  
18 that there's some sense of hope in there, and that it's not --  
19 we're not going to give up. And I'm not going to give up,  
20 okay?

21           So, we'll have the lawyers consider maybe another  
22 check of -- change of counselor or maybe Gosnell can only do  
23 so much on her part but we'll -- maybe we'll switch to -- from  
24 a female to a male counselor. Look into that and see if that

1 might improve or help even if it's just that much help, I  
2 don't know. Or a lot of help. You'll have to figure out  
3 logistics costs, insurance covering, and setting up the  
4 appointments. And again, a lot on Nick's plate. But --

5 MS. KILGORE: He's a good kid.

6 THE COURT: -- this is not a termination of parental  
7 rights case. This is a strained father and son, you know,  
8 reality check. Okay. Other than wrestling, other summer  
9 camps or vacations planned?

10 MS. KILGORE: They're all -- they do want to go --

11 MR. PAGE: Let's go ahead and stand.

12 MS. KILGORE: Oh, sorry.

13 THE COURT: Uh-huh (affirmative).

14 MS. KILGORE: I'm sorry. They do want to go to a  
15 camp, the coach actually wants him to go to a camp --

16 THE COURT: Wrestling camp?

17 MS. KILGORE: Yeah, it's June 15th through the 18th,  
18 because he wants to put my boys --

19 THE COURT: Three days, not a problem, lock in your  
20 dates and --

21 MS. KILGORE: Okay. It's June 15th --

22 THE COURT: -- they're going to go.

23 MR. PAGE: -- I -- I -- it's June 15th to the 18th,  
24 the coach is really adamant that they go, because he want --

1 he says they're both really good.

2 THE COURT: And who's paying for it?

3 MS. KILGORE: We paid for it already.

4 MR. PAGE: He doesn't want to --

5 MS. KILGORE: I paid for it.

6 THE COURT: Is there a problem --

7 MR. PAGE: -- pay for it.

8 MS. KILGORE: -- already.

9 THE COURT: -- Ms. Jacovino?

10 MS. JACOVINO: No, the only problem that we're

11 looking at is that he was not aware through the Family Wizard

12 except for last night.

13 MR. KILGORE: Last night she posted --

14 MS. JACOVINO: And we --

15 MR. KILGORE: -- something finally.

16 MS. JACOVINO: -- we don't have an issue --

17 THE COURT: Oh, and it's like this Monday?

18 MS. JACOVINO: -- with the kids going, we want them

19 -- we want them to go, we don't have a problem with them

20 going --

21 THE COURT: Yeah.

22 MS. JACOVINO: -- but --

23 THE COURT: Okay.

24 MS. JACOVINO: -- the issue is, is that --

1 THE COURT: Well, I don't know --  
2 MS. JACOVINO: -- this isn't sole custody with --  
3 THE COURT: -- whatever the reason is --  
4 MS. JACOVINO: -- Mom. She wasn't even --  
5 THE COURT: -- coming up with money, talking with  
6 the coach?  
7 MS. JACOVINO: Right.  
8 MR. PAGE: Mom and the kids have --  
9 MS. JACOVINO: And he wasn't even given --  
10 MR. PAGE: -- that's inaccurate so --  
11 MS. JACOVINO: -- the offer.  
12 MR. PAGE: -- if you'd like to address that?  
13 MS. KILGORE: Yes, Your Honor, can I tell you what  
14 happens in my house honestly?  
15 THE COURT: Well, I don't have an hour, and I'm  
16 already --  
17 MS. KILGORE: I -- I know. I'm going to --  
18 THE COURT: -- missing a judge's -- meeting right  
19 now so --  
20 MS. KILGORE: -- I'm going to make this fast. I  
21 don't want to terminate his rights with the kids. I've never  
22 wanted that. I've wanted us to work together. I -- I want my  
23 kids to have a father.  
24 THE COURT: But you --

1 MS. KILGORE: But here's the deal --

2 THE COURT: -- you two have different perceptions  
3 about your --

4 MS. KILGORE: Yeah, so it's not going to work.

5 THE COURT: -- parenting --

6 MS. KILGORE: I get that, okay?

7 THE COURT: Yeah.

8 MS. KILGORE: But my kids come to me and they say,  
9 Mom -- because I'm always -- I will take the insults, I will  
10 take the battle, I will take all his harassment --

11 THE COURT: Uh-huh (affirmative).

12 MS. KILGORE: -- for the kids, okay? But they come  
13 to me and they go, Mom, coach wants us to go to a wrestling  
14 camp. I say, okay, what do you want to do? And they're  
15 like --

16 THE COURT: How much?

17 MS. KILGORE: Well, the first thing they say is, you  
18 know Dad's not going to pay for it. And I said, I told you, I  
19 will somehow find money, my mom put in money, we'll take care  
20 of it. I told you --

21 THE COURT: Fine.

22 MS. KILGORE: -- not to worry about money.

23 THE COURT: Yeah.

24 MS. KILGORE: But then they says it's on his week

1 and Richie goes, you know he's not going to let me go, Mom,  
2 what do you want me to do, da-da-da, so I thought, Richie, you  
3 have teenage discretion, go talk to your dad. You need to  
4 learn to talk to your dad. They're all afraid of him. You  
5 need to go talk to your dad.

6 So, I say, Richie, you're old enough, Honey, you  
7 have a 160 -- he -- he has an IQ of 160. He's got straight  
8 A's, he's going to be -- both of them are supposed to be state  
9 champions. I say go talk to your dad. They're scared to  
10 death of him. And then if they start talking to Dad, Richie  
11 said -- and he said in front of Donna here's what happens.  
12 And Donna told me. Here's what happens. He says can I go?  
13 His dad starts bashing me, starts bashing my fiancé --

14 THE COURT: Okay.

15 MS. KILGORE: -- and Richie's --

16 MR. KILGORE: It's all hearsay.

17 MS. JACOVINO: Just stop --

18 MS. KILGORE: -- in Richie's words --

19 MS. JACOVINO: -- you'll get your turn.

20 MS. KILGORE: -- okay in Richie's words, not mine,  
21 in Richie's words he says --

22 THE COURT: I -- I don't know of any --

23 MS. KILGORE: -- I let him -- I let him go on --

24 THE COURT: -- I -- I get it.



1 MS. KILGORE: -- and --

2 THE COURT: I get it. The kids are afraid -- I  
3 don't know, again --

4 MS. KILGORE: Well, and I don't know --

5 THE COURT: -- how you're perceiving --

6 MS. KILGORE: -- how to handle this --

7 THE COURT: -- it and Dad -- how Dad's perceiving  
8 it --

9 MS. KILGORE: Okay. Right, but, Your Honor, I don't  
10 know how to --

11 THE COURT: -- and then, you know, feelings are hurt  
12 on both sides or people think they're attacking their personal  
13 character or their parenting.

14 MS. KILGORE: Right. But I don't know how to go --

15 THE COURT: Where does this truth lie --

16 MS. KILGORE: -- about getting him --

17 THE COURT: -- I don't know, ma'am.

18 MS. KILGORE: -- to -- right. My thing is I just  
19 want to do what's best for my kids. I've done it to where  
20 I've done a month's notice, I've done it to where I've done it  
21 the week before --

22 THE COURT: Right.

23 MS. KILGORE: -- I've told him Donna said have  
24 Richie --

1 THE COURT: Okay.

2 MS. KILGORE: -- go talk to him.

3 THE COURT: The reality is you have temp -- I guess  
4 it's still temporary, I don't know, primary of --

5 MS. JACOVINO: Your Honor, like I said --

6 MS. KILGORE: Well, it's joint --

7 MS. JACOVINO: -- he does not --

8 THE COURT: -- Nicholas and the joint of Richard --

9 MS. KILGORE: -- custody of Richie.

10 MS. JACOVINO: -- he doesn't apprec --

11 THE COURT: -- and Richard has his teenager  
12 discretion so Richard -- Richard, Jr., has teenager  
13 discretion --

14 MS. KILGORE: Yeah.

15 THE COURT: -- if he wants to go, then that means he  
16 can choose not to go with Dad to attend a activity that  
17 enhances his best interests. And I don't think --

18 MS. JACOVINO: Your Honor --

19 THE COURT: -- Dad is going to --

20 MS. JACOVINO: -- one --

21 THE COURT: -- put up a fight with him on that.

22 MS. JACOVINO: No, Dad isn't putting up a fight on  
23 it. He is putting --

24 THE COURT: Okay. Now, this --

1 MS. JACOVINO: -- up a fight about --  
2 THE COURT: -- this --  
3 MS. JACOVINO: -- co-parenting. This is not sole  
4 discretion to Mom. She doesn't have sole legal, she doesn't  
5 have sole physical.  
6 THE COURT: Okay.  
7 MS. JACOVINO: Secondly --  
8 THE COURT: Anyway, that's --  
9 MS. JACOVINO: -- he doesn't mind -- he doesn't mind  
10 the kids going. He wants --  
11 THE COURT: And I'm sorry --  
12 MS. JACOVINO: -- the kids to go --  
13 THE COURT: -- I mean you guys can't --  
14 MS. JACOVINO: -- he does mind --  
15 THE COURT: -- afford a parenting coordinator to  
16 make these decisions to confirm that, it's a co-parent -- it's  
17 a communication issue.  
18 MS. KILGORE: Absolutely.  
19 THE COURT: But, you know, where do you draw the  
20 line whether -- I mean would Richard having -- Junior tell --  
21 have absolute teenage discretion, you did the right thing by  
22 telling him, go ahead and talk to your dad or any of that.  
23 But I -- if you're saying he's afraid to talk to the dad --  
24 MS. JACOVINO: He's not afraid to talk to his dad

1 and whenever --

2 THE COURT: That's where the problem lies, because  
3 Dad doesn't see it that way.

4 MS. JACOVINO: No.

5 MS. KILGORE: I know.

6 THE COURT: But Mom sees it that way, well, how does  
7 Richard, Jr., really see it that way? And I don't know --

8 MS. JACOVINO: So --

9 THE COURT: -- and I'm not the --

10 MR. KILGORE: The mom is terrified of her.

11 THE COURT: -- I'm not the expert. So, that's why  
12 maybe if they're still having these three-way dynamics, you  
13 still got to go to counseling. So --

14 MS. JACOVINO: I do think counseling's still needed.

15 THE COURT: -- the boys still got to go to  
16 counseling.

17 MS. JACOVINO: I appreciate the resource list --

18 THE COURT: Okay. So, potential change of counselor  
19 and there's a cost associated, but they need to probably make  
20 a joint decision together, obviously mutual decision. The  
21 cooling-off period until we come back to court and get a --  
22 you know, I hope you guys have a date. The resource from --  
23 I'm going to go -- I'll ask Judge Bailey, I'll email her or  
24 whatever and say give me a resource for -- these are just two

1 boys, teenager situations, got a resource, and I'll direct the  
2 parents cooperate and make sure he's enrolled in the resource.

3 I'm -- and summer camps, wrestling, we'll try to  
4 make sure it doesn't interfere with that. But then where does  
5 the priority lie? It -- this is a very extreme situation  
6 where I've got a boy that doesn't even want to have a  
7 relationship with the father, but I -- I'm -- I don't think  
8 the Court should give up as far as that, but I also respect  
9 Nicholas' wishes and his maturity, and can't force the  
10 situation as well. And I'm not going to pull wrestling from  
11 him this summer just to say, okay, you got to do this -- this  
12 summer thing for -- with a non-profit organization. I -- you  
13 know, I -- I think I can get that part.

14 Over to financial issues.

15 MR. PAGE: We have a host of financial issues, we  
16 have the pension under Sertic, I'd like to have them sent a  
17 Qualified Domestic Relations Order finally.

18 THE COURT: You need time to look at --

19 MR. PAGE: They -- they --

20 MS. JACOVINO: We --

21 THE COURT: -- or get --

22 MR. PAGE: We've given it to them the last hearing  
23 and the hearing before that, they just won't sign it.

24 MS. JACOVINO: It's not -- we don't -- at this point

1 what we've done is we've given the order to PERS and PERS has  
2 accepted the order and so what we're --

3 THE COURT: Okay. The plan administrator has to  
4 approve it.

5 MS. JACOVINO: And so what we're looking at is we  
6 also have one for Ms. Kilgore to sign and I'll pass that over.

7 THE COURT: Let's sign -- sign them simultaneously  
8 and get those done and over with, and that close out the  
9 issues on the --

10 MR. PAGE: We have --

11 THE COURT: -- retirements.

12 MR. PAGE: We have issues under Sertic which he's  
13 supposed to -- he's eligible for retirement so he needs to  
14 begin paying her out of his own pocket the amounts that she  
15 would otherwise receive, because he hasn't officially applied  
16 for retirement. That's Black letter law in Nevada and he  
17 hasn't done it.

18 MS. JACOVINO: How would you propose that he pay,  
19 sir?

20 MR. PAGE: That's not really our problem. But the  
21 problem is that's that her property and she's being divested  
22 of her property by her not receiving those pension payments as  
23 of the date of retirement -- that he's eligible for  
24 retirement.



1 THE COURT: Okay. Date of retirement was when?  
2 MR. PAGE: That would have been about September of  
3 2014.  
4 THE COURT: '14?  
5 MR. PAGE: Yes.  
6 (Whispered conversation)  
7 THE COURT: So, those back payments have to be --  
8 MR. PAGE: We're not waiving anything under Henson.  
9 THE COURT: So, Dad was getting -- starting to  
10 receive his checks in September I take it?  
11 MR. PAGE: He was first eligible to receive --  
12 MS. JACOVINO: No, he was first --  
13 MR. PAGE: -- his check.  
14 MS. JACOVINO: -- he -- Dad is eligible to receive  
15 his checks. There is no money, there's nothing that --  
16 THE COURT: Oh, he hasn't taken --  
17 MS. JACOVINO: Correct.  
18 THE COURT: -- the full retirement.  
19 MS. JACOVINO: And our problem is --  
20 MR. KILGORE: I'm not retired.  
21 MS. JACOVINO: -- is if he does retire under this,  
22 then he will not be able to get his job back.  
23 THE COURT: Yeah, what's the status on the -- are  
24 you appealing it?

1 MR. KILGORE: Yes, Your Honor, I -- I go to  
2 arbitration on June 24th.

3 THE COURT: Is that going to be the final step?

4 MR. KILGORE: That's the final step.

5 THE COURT: Is it -- it's binding arbitration?

6 MS. JACOVINO: Well, I mean then there's --

7 MR. KILGORE: It's binding arbitration.

8 MS. JACOVINO: -- then there's an appeal.

9 THE COURT: I'd like to have a status check on that.  
10 Okay.

11 MR. PAGE: So, we're -- she's owed --

12 THE COURT: Um --

13 MR. PAGE: -- money for that.

14 THE COURT: -- it sounds like -- well, the fact that  
15 he's going to have a binding arbitration in June going to hold  
16 up Mom's checks? I don't think so. I mean that would be a  
17 distribution, that's --

18 MS. JACOVINO: And we're not saying --

19 THE COURT: -- ordered --

20 MS. JACOVINO: -- we're not looking --

21 THE COURT: -- retroactively.

22 MS. JACOVINO: -- to close -- to foreclose the  
23 issue. I don't mind that the issue stays open. What I do  
24 mind is if we try to --

1 THE COURT: It might be --  
2 MS. JACOVINO: -- force him to retire.  
3 THE COURT: -- and I don't know if it like works the  
4 same thing with military that checks aren't really coming to  
5 him, does --  
6 MS. JACOVINO: Nothing's coming to him.  
7 THE COURT: -- PERS give a lump sum to Mom? I think  
8 by law they're not allowed to give Mom --  
9 MR. PAGE: They -- they won't --  
10 THE COURT: -- checks, but it will sit on the books  
11 that she's got this amount coming until --  
12 MR. PAGE: But I --  
13 THE COURT: -- he actually starts receiving the  
14 checks.  
15 MR. PAGE: Actually what PERS will -- will do is  
16 they won't send anything to Mom directly until he retires.  
17 THE COURT: Right.  
18 MR. PAGE: Until he retires then he has to write the  
19 check directly to her.  
20 THE COURT: But her interest is preserved.  
21 MR. KILGORE: And we need to know what the offset  
22 from her retirement's --  
23 THE COURT: Oh, no --  
24 MR. KILGORE: -- going to be.

1 THE COURT: -- no, that last part, until he retires,  
2 he's supposed to write her a check?

3 MR. PAGE: Yes, he needs to write --

4 MS. JACOVINO: Your Honor, if there's --

5 MR. PAGE: That's what Sertic states.

6 THE COURT: Okay.

7 MR. PAGE: And that was reaffirmed in Henson just a  
8 few months ago.

9 THE COURT: I don't know, I'll have to take a close  
10 look at that case, but when somebody is unemployed and not  
11 receiving his retirement checks, because he's not retiring --

12 MS. JACOVINO: That's correct. Because some of the  
13 other --

14 THE COURT: -- you are asking even if somebody with  
15 zero income to cut a check from --

16 MS. JACOVINO: Exactly.

17 THE COURT: -- where?

18 MS. JACOVINO: There has to be some money from --

19 THE COURT: Where's the logic --

20 MS. JACOVINO: -- it to come from.

21 THE COURT: -- in that?

22 MR. PAGE: Well, the -- she's entitled to the money.  
23 Either he pays or arrears --

24 THE COURT: Nobody anticipated --

1 MR. PAGE: -- that accrue that he has -- has to pay  
2 her.

3 THE COURT: -- he would be --

4 MR. PAGE: That's her property -- plus interest.

5 THE COURT: Yeah. But there might be -- it may be  
6 on point, but it's never -- a case is hardly ever on point.  
7 So, looking --

8 MS. JACOVINO: And that's it, we don't --

9 THE COURT: -- at the realities, usually when we  
10 deal with that, and I agree with you, Mr. Page, about that  
11 concept. All right? And I've heard Marshal Willick argue it  
12 as well and --

13 MR. PAGE: That's where I learned it.

14 THE COURT: -- didn't disagree. Marshal's kind of a  
15 guru on that stuff. But there might be an exception -- an  
16 exception to I guess delay the payments, because we have --

17 MS. JACOVINO: I mean when we look at --

18 THE COURT: -- somebody's who's unemployed.

19 MS. JACOVINO: So, we've got first eligibility --

20 MR. PAGE: If -- but if arrears accrue, they must --  
21 they must --

22 THE COURT: They must -- arrears will in --

23 MR. PAGE: -- draw interest.

24 MS. JACOVINO: So, we've got when he's --

1 THE COURT: Yes. Statutory legal rate.  
2 MS. JACOVINO: -- first eligible. We've got that  
3 it's been determined, but what we don't have here is --  
4 THE COURT: Because it vested.  
5 MS. JACOVINO: -- sufficient --  
6 THE COURT: The payments vested retro to the time --  
7 MS. JACOVINO: And hers is vested as well. Not  
8 that --  
9 THE COURT: It is what it is.  
10 MS. JACOVINO: -- not that she can draw.  
11 THE COURT: Okay. I'm not --  
12 MS. JACOVINO: But when we're looking --  
13 THE COURT: -- going to require basically,  
14 Mr. Kilgore, to pay those checks directly when under financial  
15 hardship he's earning zero right now. Let's hope he tries to  
16 get his job back -- reinstated, binding arbitration, we'll  
17 know in about 14 days.  
18 MS. JACOVINO: Less than a month, uh-huh.  
19 THE COURT: Keep me posted, file something or  
20 whatever and then he can try to get his job back. And then as  
21 far as if he does get a job back and a good-paying job, then I  
22 could probably direct him under Mr. Page's analysis to start  
23 cutting her --  
24 MS. JACOVINO: Yeah, if there's sufficient --



1 THE COURT: -- portion of the checks.  
2 MS. JACOVINO: -- funds for him to be able to  
3 distribute it --  
4 THE COURT: Good. By law.  
5 MS. JACOVINO: -- a hundred percent.  
6 THE COURT: On the same page on that.  
7 MR. PAGE: My question with this is --  
8 THE COURT: What other -- QDRO's --  
9 MR. PAGE: -- is he has to do it.  
10 THE COURT: -- the Sertic payments -- S-e-r-t-i-c --  
11 Sertic payments. Dad's not required to pay due to financial  
12 hardship, Mom gets interest at the legal rate by law. If Dad  
13 gets his job back or a good-paying job, all right, if he gets  
14 a job and he's able to afford, then I will direct him to start  
15 cutting her checks, her share of the checks. Even though he's  
16 chosen not to retire at this point.  
17 MR. PAGE: We also have a --  
18 THE COURT: Does that make sense?  
19 MR. PAGE: Yeah, that makes --  
20 THE COURT: Good.  
21 MR. PAGE: -- perfect sense.  
22 THE COURT: June 15th to 18th, the boys go to summer  
23 -- wrestling summer camp, Mom agrees to pay --  
24 MS. JACOVINO: What we're hoping is, is that --

1 again, we're not trying to keep Richie out of camp or --

2 THE COURT: Uh-huh (affirmative).

3 MS. JACOVINO: -- Nick obviously --

4 THE COURT: Uh-huh (affirmative).

5 MS. JACOVINO: -- but we're hoping that because this  
6 is Rich's week that they're in camp if Rich can have the  
7 additional time if he could maybe pick them on Thursday and  
8 make Rich's time with Richie Thursday to Thursday, because the  
9 week they go to camp happens to be in his week. That --

10 MR. PAGE: He has teenager discretion.

11 THE COURT: He has teenager discretion. And  
12 Richard, Jr., doesn't have a problem with either parent, he  
13 comes and goes as he pleases.

14 MS. KILGORE: Yes.

15 THE COURT: You can't treat him like he's a five-  
16 year-old. Nicholas is a completely different story, we'll get  
17 some resources for him. And I don't know what Dad wanted to  
18 say about the costs, how much is that camp, Mom?

19 MS. KILGORE: It was 300, I have it if you want to  
20 see it.

21 THE COURT: Did anybody bother to ask on Wizard do  
22 you want to chip in, or are you just making an assumption he's  
23 broke and there's no way you can squeeze blood out of --

24 MS. KILGORE: Your --

1 THE COURT: -- turnip?  
2 MS. KILGORE: -- I mean, sorry, Your Honor, he has  
3 not paid for an extracurricular activity in the four years  
4 that we've --  
5 THE COURT: Got it.  
6 MS. KILGORE: -- been divorced. So, I don't want my  
7 kids --  
8 THE COURT: Mr. --  
9 MS. KILGORE: -- Richie started crying when he --  
10 MS. JACOVINO: That's not true.  
11 THE COURT: Okay.  
12 MS. KILGORE: Yes, it is true, I have it documented.  
13 MR. KILGORE: It's not true.  
14 MR. PAGE: That's another issue --  
15 MS. KILGORE: I have --  
16 MR. PAGE: -- to bring up for a hearing.  
17 THE COURT: Hang on, hang on.  
18 MS. KILGORE: Your Honor, my kid started crying last  
19 year when he had to pay for football, Richie did and so --  
20 THE COURT: I can't deal with the past right now  
21 but --  
22 MS. KILGORE: Okay.  
23 THE COURT: -- as far as the --  
24 MS. KILGORE: No, we paid for it, because I don't

1 want them --

2 MR. KILGORE: (Indiscernible) a drama queen.

3 MS. KILGORE: -- crying.

4 THE COURT: Ma'am, my question was simple, how much  
5 did you --

6 MS. KILGORE: \$375 per kid.

7 THE COURT: Thank you very much. And, Dad, your  
8 position on that?

9 MR. KILGORE: I have no income, Your Honor, at all.

10 THE COURT: Duly noted. Do you have any intentions  
11 of chipping in when you get a job, or get your job back on any  
12 of this --

13 MR. KILGORE: I will be so far in the arrears when I  
14 get my job back, by the time I get done paying my parents back  
15 for the loaning of attorney's fees and everything else --

16 THE COURT: Unless this court ordered -- I don't  
17 deal with your moral obligations as parents to your kids, but  
18 you have to deal with that and answer to your kids for that.  
19 That -- you know, Mom's -- Mom's position is that, hey, I'm  
20 paying for everything. Your -- your position is --

21 MS. JACOVINO: And Dad's position is that he's --

22 THE COURT: -- I'm in this position --

23 MS. JACOVINO: -- he has many --

24 THE COURT: -- and I'm doing the best I can.

1 MS. JACOVINO: -- unreimbursed expenses as well.

2 And I tried not to bring it up, because --

3 THE COURT: Whatever is available --

4 MS. JACOVINO: -- as you said, we're trying to make  
5 this quick and to come back --

6 THE COURT: -- whatever the law would order, we  
7 would follow the law. That'll deal with the moral -- the  
8 moral stuff and how your kids perceive you. That's -- I  
9 can't --

10 MR. PAGE: How about --

11 THE COURT: -- there's no -- I -- I only deal with  
12 what's ordered in a court order. If extracurriculars were  
13 only like voluntary -- or actually ordered, then he is  
14 obligated to contribute if it was ordered. If it was  
15 voluntary or --

16 MS. JACOVINO: In the divorce decree, the only  
17 extracurricular that was agreed upon --

18 THE COURT: Voluntary, I can't go --

19 MS. JACOVINO: -- and therefore would be half --

20 THE COURT: -- delve into your reasons behind --

21 MS. JACOVINO: -- would have been football.

22 THE COURT: -- behind participating or not  
23 participating.

24 MR. PAGE: I'd like to make a record that

1 Mr. Kilgore's still making his \$500 truck payment and came up  
2 with \$850 to get the Qualified Domestic Relations Order  
3 drafted which we just signed.

4 MR. KILGORE: I haven't made my truck payment in two  
5 months, Mr. Page.

6 MR. PAGE: That was directed --

7 THE COURT: Okay. Discovery --

8 MR. PAGE: -- to the Court, not to Mr. Kilgore.

9 THE COURT: -- we have continuing -- we have --

10 MS. JACOVINO: Your client's been able to make a  
11 narrative, we can make a narrative as well. In fact --

12 THE COURT: Okay. Counsel, I'm --

13 MS. JACOVINO: -- what I was doing was waiting --

14 THE COURT: -- running out of time.

15 MS. JACOVINO: -- until we were done.

16 THE COURT: We'll have a -- discovery's still  
17 continuing.

18 MR. PAGE: So, discovery's open.

19 THE COURT: Because his job's up in the air. And as  
20 far as the -- any other money issues? Do you --

21 MR. PAGE: Yeah, we have many issues about contempt  
22 for not paying for one-half of the Gosnell letter, not paying  
23 for one-half of the co-pays for Donna Gosnell --

24 THE COURT: Okay.



1 MR. KILGORE: Those bills have not been --

2 MS. KILGORE: She was ordered it.

3 MR. KILGORE: -- posted on Family Wizard at all,  
4 Your Honor.

5 THE COURT: Okay. Then that would --

6 MR. PAGE: He was ordered it at the last hearing to  
7 do it.

8 MS. JACOVINO: And we have the same issues with  
9 unreimbursed bills that he's paid that she hasn't paid.

10 THE COURT: Opportunity to be heard, you put that in  
11 a motion I guess if you hadn't pled it. Is there a pending --

12 MR. PAGE: We -- we can come back --

13 MS. JACOVINO: We have.

14 MR. PAGE: -- at the return hearing and do this --

15 MS. JACOVINO: It's been in the motions. We've also  
16 -- Your Honor, this is why I had suggested because --

17 THE COURT: Well, then I have to rule whether they  
18 get --

19 MS. JACOVINO: -- informally we have not been able  
20 to get --

21 THE COURT: -- an order to show cause and they have  
22 to specifically list under the order to show cause. It's like  
23 pulling teeth but --

24 MS. JACOVINO: We were looking for as we briefly

1 mentioned, a settlement conference in front of a judge --

2 MR. PAGE: Yes.

3 MS. JACOVINO: -- because informally we have not  
4 been able to do these together.

5 THE COURT: And we gave you, what?

6 THE CLERK: August 28th. August 28th at 9:00 a.m.,  
7 senior judge.

8 THE COURT: Status check on dad's employment and  
9 appeal, binding arbitration I'll call it that.

10 MS. JACOVINO: Is that going to be I --

11 THE COURT: Status check on senior judge settlement  
12 conference, status check on Nick's summer program -- summer  
13 programs, status check on -- boy, it's been a long day since  
14 yesterday.

15 MS. JACOVINO: We do, we need a lot.

16 THE COURT: I know. Help me out, Counsel. Oh, the  
17 -- the -- well, the wrestling camp's already been ordered.

18 MR. PAGE: We had -- we --

19 THE COURT: We will continue with the Wizard  
20 obviously. And ongoing limited discovery.

21 MS. JACOVINO: And our issue was the IRS.

22 MR. PAGE: We went --

23 THE COURT: IRS?

24 MR. PAGE: That's -- that's already been dealt with.

1 Contempt --

2 MS. JACOVINO: No, it hasn't.

3 MR. KILGORE: It has not --

4 THE COURT: Okay. Hang on.

5 MR. PAGE: -- contempt for co --

6 MR. KILGORE: -- been dealt with.

7 THE COURT: I'm not --

8 MR. PAGE: Contempt for the Gosnell letter and co-  
9 pays. There's contempt for the -- there's the unreimbursed  
10 medical expenses.

11 THE COURT: I'm not sure but has it been in a formal  
12 motion, and then asking the Court for a show cause? And then  
13 I say, yeah, okay, do an order to show cause and then we would  
14 have a trial on contempt.

15 MS. JACOVINO: And we've tried --

16 THE COURT: I -- to save money --

17 MS. JACOVINO: -- to get together --

18 THE COURT: -- I would say wait until August 28th  
19 when you meet up with the senior and deal with that.

20 MR. PAGE: Okay.

21 THE COURT: If not, back on the table, and then  
22 we're going to be billed hourly on this. Not me.

23 MR. PAGE: Right.

24 THE COURT: You guys.

1 MR. PAGE: But discovery's wide open now?

2 THE COURT: Limited discovery on his income, job  
3 situation --

4 MR. PAGE: And assets.

5 THE COURT: Talk to me about the work search  
6 journal. I don't know if this concept of the work search  
7 journal, Judge Moss' policy, we give you the form -- an actual  
8 pleading form and you attach extra things to it, you're  
9 supposed to file it by the last day of the month. If that's  
10 clear in the minutes, he's bound by that order. He can get a  
11 chance to --

12 MS. JACOVINO: He has been --

13 THE COURT: -- catch it up.

14 MS. JACOVINO: He has been doing the work search, he  
15 has gone for --

16 THE COURT: Okay. He just failed to file it?

17 MS. JACOVINO: -- numerous jobs, there just hasn't  
18 been a filing.

19 THE COURT: Okay. My usual order -- it's not --  
20 it's like not filing a pretrial memo, \$100 for every month he  
21 missed, he could try to purge out of by the time we come back  
22 on August -- when are we coming back?

23 THE CLERK: September 16th.

24 THE COURT: And catch up and May 31st --

1 THE CLERK: At 10:30.

2 THE COURT: -- no, December, he's been at it since  
3 December? It should have been filed at the end of every  
4 month. He had been actually filling them out the best he can.

5 MS. JACOVINO: He has and I'm not sure that we had  
6 it every month, it might have --

7 THE COURT: Wouldn't hurt to late file it --

8 MS. JACOVINO: -- I believe --

9 THE COURT: -- it might get -- might take the sting  
10 out of sanctions.

11 MS. JACOVINO: I believe it started in March and  
12 again --

13 THE COURT: Sanction -- sanctions deferred.

14 MS. JACOVINO: -- because it's not -- we're not  
15 looking here at punitive, and so we have somebody who doesn't  
16 have a lot of money, it would only harm them.

17 THE COURT: That's why I say sanctions deferred, you  
18 can deal with the senior judge on that. But if I were him, it  
19 wouldn't hurt to just go ahead and file what you had for each  
20 of those months, the very first month he was ordered to do  
21 them. Okay. In other words, I'm pretty sure he has something  
22 to file but there might be also -- you know, an affidavit  
23 accompanying why, you know, I can't apply for that job  
24 obviously, not my speciality or not in my field or law

1 enforcement job, I'm on hold, I'm not going to apply for a law  
2 enforcement job, official, you know --

3 MS. JACOVINO: He's definitely --

4 THE COURT: -- law enforcement job.

5 MS. JACOVINO: -- he's done searches and they'll --  
6 they'll be --

7 THE COURT: Document it and --

8 MS. JACOVINO: -- documented.

9 THE COURT: -- file an affidavit, I'll hear the  
10 explanations. But administratively, they were due on the last  
11 day of each month. Okay. Sanctions are deferred on that.  
12 What else?

13 MR. PAGE: Discovery is open to limited assets as  
14 well.

15 THE COURT: Are we still on that?

16 MR. PAGE: Yep.

17 THE COURT: Like what?

18 MR. PAGE: Deferred compensation account.

19 THE COURT: Deferred comp., Hartford?

20 MR. PAGE: Yep.

21 THE COURT: Which is now, what, Mass Mutual --

22 MR. PAGE: Uh-huh (affirmative).

23 THE COURT: -- what's going on with that?

24 MR. PAGE: It was never listed in any financial

1 disclosure form.

2 THE COURT: Are you acknowledging that, it was  
3 omitted?

4 MS. JACOVINO: No, we don't think it was omitted,  
5 everything was brought up --

6 THE COURT: There's that --

7 MS. JACOVINO: -- they both had counsel at the  
8 hearing --

9 THE COURT: Doan v. Doan.

10 MS. JACOVINO: -- they filed a financial  
11 disclosure --

12 THE COURT: Let me -- let me add a -- a thorn to  
13 that. Doan v. Doan --

14 MS. JACOVINO: Uh-huh (affirmative).

15 THE COURT: -- and there's a new Bill that's sitting  
16 on the governor's desk, I don't know if he signed it already,  
17 look for that statute.

18 MS. JACOVINO: We've -- we've cited --

19 THE COURT: About omitted assets.

20 MS. JACOVINO: -- we both -- both of our briefs  
21 mentioned it.

22 THE COURT: That would be Marshal's baby.

23 MR. PAGE: That was Marshal's baby.

24 THE COURT: Go call Marshal and say what is the --

1 that AB Assembly Bear or whatever it is. But I have it here,  
2 I have the email but --

3 MS. JACOVINO: We both cited it as we --

4 THE COURT: -- we get summaries from our staff  
5 attorneys.

6 MS. JACOVINO: -- don't think that it was an omitted  
7 asset.

8 THE COURT: There's a new statute --

9 MS. JACOVINO: It was brought up that, there was a  
10 disclosure --

11 THE COURT: -- if it goes into effect July 1st,  
12 October 1st, or January of next year, check that. Because if  
13 it's a pending case, are we bound by the new statute going  
14 into effect? Maybe not, because the -- the -- it was pled  
15 before the statute --

16 MS. JACOVINO: The statutes are prospective.

17 THE COURT: -- went in effect, then you're still --  
18 then you're still out in gray area, because we're into --

19 MS. JACOVINO: Because we do have Doan --

20 THE COURT: -- the Doan situation.

21 MS. JACOVINO: -- but we don't have the statute.

22 THE COURT: Uh-huh (affirmative).

23 MR. PAGE: We first need to go ahead and do some  
24 preliminary discovery --



1 THE COURT: Briefing.

2 MR. PAGE: -- just a subpoena --

3 THE COURT: And discovery.

4 MR. PAGE: -- that's all.

5 THE COURT: Okay. This is a Doan v. Doan matter.

6 MS. JACOVINO: Uh-huh (affirmative).

7 THE COURT: And I think the new statute probably

8 will not affect this, because it was pled before the statute's

9 going in effect. So, this is a Doan v. Doan matter. And you

10 could file a supplement brief on that.

11 MS. JACOVINO: We both had to file briefs on --

12 THE COURT: And then you'll get a ruling and then

13 you can start a fire or appeal it.

14 MR. PAGE: So, we can attach -- we can attach as

15 exhibits the financial disclosure form showing that they were

16 never disclosed, we can --

17 THE COURT: You mean back in --

18 MR. PAGE: -- reference to the decree showing that

19 they were never --

20 THE COURT: -- his time -- back in time?

21 MR. PAGE: Right.

22 THE COURT: About the notice and knowledge?

23 MR. PAGE: Right.

24 THE COURT: All right. I'll let you guys take care

1 of that. File a brief.

2 MR. PAGE: Okay. Time frame?

3 THE COURT: When -- before we come back to court.

4 MR. PAGE: Okay.

5 THE COURT: If I do a return hearing I'm going to --  
6 I would have to do it in a half a day. Because we have a  
7 bunch of issues to still knock out.

8 THE CLERK: You set it at 10:30 was the only  
9 setting.

10 THE COURT: Ooh. Ouch. And I always do this to you  
11 guys, 10:30 and you end up at 12:00 and I don't want to do  
12 that.

13 MR. PAGE: It would be nice though if we could --

14 THE COURT: A 1:30 and then save you -- like we did  
15 in those other cases, 1:30 and give them the afternoon.

16 THE CLERK: We don't have any --

17 THE COURT: I think there might be something --

18 THE CLERK: -- until November 16th.

19 MR. PAGE: While you're doing that, Your Honor, I  
20 think it would be nice if we could may have this in front of  
21 the settlement judge so if we could just open up discovery  
22 now --

23 THE COURT: So --

24 MR. PAGE: -- and then we could bring this before

1 the settlement judge.

2 THE COURT: -- do your deadlines before the SJ  
3 conference -- senior judge conference, huh? How about that?  
4 Two weeks, a week, what do you want?

5 MR. PAGE: If you'd give me two weeks, that's fine.

6 THE COURT: Two weeks. I hereby order two weeks  
7 before the senior judge settlement conference on -- August  
8 28th?

9 THE CLERK: Uh-huh (affirmative).

10 THE COURT: That they file their Doan v. Doan  
11 briefs --

12 MR. PAGE: I would like to do --

13 THE COURT: -- on omitted issues.

14 MR. PAGE: -- it a little bit earlier if I could,  
15 that way I can start issuing the subpoenas to determine  
16 whether or not there's any there or there.

17 THE COURT: Okay. Yeah, so June now -- it's June  
18 now, you got to get it done by August 28th.

19 MR. PAGE: I could get the -- well, I could get the  
20 brief done in a couple of weeks, you --

21 THE COURT: Your settlement brief I guess is what  
22 you call -- which you'll include your Doan arguments --  
23 everything, the kitchen sink. Two weeks, you want it two  
24 weeks before --

1 MR. PAGE: No, I -- I was thinking --  
2 THE COURT: -- the SJ conference?  
3 MR. PAGE: -- I guess we're not communicating  
4 clearly. I was looking for a brief on the Doan argument to  
5 you, so you can give the order to issue -- to allow me to  
6 issue the subpoenas to PERS, because those items were never  
7 disclosed in his financial disclosure --  
8 THE COURT: Oh.  
9 MR. PAGE: -- form.  
10 THE COURT: Even without a ruling, you can go get it  
11 for purposes of discovery --  
12 MR. PAGE: Okay. Great --  
13 THE COURT: -- because it's relevant.  
14 MR. PAGE: -- that's all I needed.  
15 THE COURT: Yes. Exactly.  
16 MR. PAGE: Perfect. Perfect.  
17 THE COURT: Whatever you -- yeah, and send a copy to  
18 Ms. Jacovino.  
19 MR. PAGE: Because I can go look, we can argue it  
20 later.  
21 THE COURT: You can subpoena -- I authorize you to  
22 subpoena --  
23 MR. PAGE: Very good.  
24 THE COURT: -- I'm not guaranteeing whether you --

1 MR. PAGE: Perfect --  
2 THE COURT: -- prevail or --  
3 MR. PAGE: -- that's all I needed.  
4 MS. JACOVINO: And obviously the discovery would be  
5 reciprocal?  
6 THE COURT: Exactly. You don't -- you don't need an  
7 order --  
8 MR. PAGE: Okay.  
9 THE COURT: -- to do your subpoenas.  
10 MR. PAGE: Thank you.  
11 THE COURT: Anything else? Is there anything --  
12 MR. PAGE: We'll -- we're going to defer on  
13 attorney's fees I assume --  
14 THE COURT: Yes.  
15 MR. PAGE: -- because you need to get going  
16 somewhere.  
17 THE COURT: Yes. Right. And then Brunzell (ph)  
18 briefs and I need to -- why don't you take November 16th, I'd  
19 like to --  
20 MS. JACOVINO: Your Honor, I'm out of the country --  
21 THE COURT: -- normally I would see you --  
22 MS. JACOVINO: -- in -- for the two weeks in  
23 November the 16th --  
24 THE COURT: Ms. Lonardo can --

1 MS. JACOVINO: -- through the 23rd.  
2 THE COURT: -- cover for you.  
3 MS. JACOVINO: Well --  
4 MS. LONARDO: I won't be --  
5 THE COURT: Unless she's going with you.  
6 MS. LONARDO: -- here either.  
7 MS. JACOVINO: We do take vacation at the same  
8 time --  
9 THE COURT: I know. What do you --  
10 MS. JACOVINO: -- so we can close the office.  
11 THE CLERK: The next available --  
12 THE COURT: Are we in a hurry or do you live with  
13 November? You're gone the whole month?  
14 THE CLERK: The last two weeks.  
15 MS. LONARDO: The last two weeks and we were  
16 thinking December 1st was your first available.  
17 MS. JACOVINO: I mean our goal is to not go to  
18 trial, our goal would be to get it settled in a settlement  
19 conference. Most of the stuff --  
20 THE COURT: It's June. August is coming --  
21 MS. JACOVINO: -- is financial.  
22 THE COURT: -- around the corner. You get another  
23 set of eyes and ears, a judge, confidentially and try and  
24 knock out or narrow at least --

1 MS. JACOVINO: Yeah.  
2 THE COURT: -- these issues.  
3 MS. JACOVINO: If we could settle some of the issues  
4 it would be --  
5 THE COURT: And --  
6 MS. JACOVINO: -- better than a --  
7 THE COURT: -- so into August so it's only going to  
8 be September, October, November, that's still -- that's -- is  
9 that too long for Mom on money issues?  
10 MR. PAGE: It's not so much a money issue it's just  
11 that, you know, justice delayed is justice denied.  
12 MR. KILGORE: She has --  
13 MR. PAGE: It's just such --  
14 MR. KILGORE: -- two incomes.  
15 MR. PAGE: -- a long time out.  
16 MS. JACOVINO: And at this point, I mean  
17 unfortunately, we're looking at --  
18 THE COURT: What's that 10:30 you were going to give  
19 them?  
20 THE CLERK: September 16th.  
21 THE COURT: Money issues are different from a  
22 Nicholas issue --  
23 MS. JACOVINO: Right. And that's --  
24 THE COURT: -- and I don't mean to give Nicholas --

1 MS. JACOVINO: -- what I was going to say --  
2 THE COURT: -- a cooling-off period until December.  
3 MS. JACOVINO: -- the harm really is that we've got  
4 a cooling-off period --  
5 THE COURT: It's not what I told the lawyers in  
6 hallway, I told them it's until we come back to court in a  
7 couple weeks. Maybe you could pass those financial issues,  
8 but the Nicholas issue -- I want to get him in a summer  
9 resource, the cooling-off period should probably be about the  
10 summer and we're in summer now. So, right around when school  
11 -- maybe after -- soon after the senior judge -- you had that  
12 10:30 deal?  
13 THE CLERK: That's September 16th.  
14 THE COURT: Take that one. I'm going to give you  
15 that, and I'm going to give you December 1st on --  
16 MR. PAGE: Perfect. For the record --  
17 THE COURT: -- financial, does that work?  
18 MS. JACOVINO: Okay. What's September 16th?  
19 MR. PAGE: -- Your Honor, I did speak with Mom and  
20 she indicated that there is no autism diagnosis for Nicholas  
21 whatsoever. The representation that was made in the hallway  
22 appears to be inaccurate.  
23 THE COURT: Okay.  
24 MR. KILGORE: Well, then the CPS report --



1 MR. PAGE: And I heard it and I thought what?  
2 MR. KILGORE: -- is a lie or something?  
3 THE COURT: I sort of kind of ignored that, because  
4 I told the lawyers, look, don't argue your case out in the  
5 hallway --  
6 MS. JACOVINO: It's in the CPS report.  
7 THE COURT: -- just give me solutions.  
8 MS. KILGORE: Well, he's -- he does not have a  
9 diagnosis of autism.  
10 THE COURT: I heard IEP, ma'am.  
11 MS. KILGORE: Yes, he does having learning  
12 disabilities.  
13 THE COURT: Okay.  
14 MR. KILGORE: In the CPS report she claims he has  
15 autism, so which time is she lying about?  
16 MS. JACOVINO: And brain damage and lack of oxygen  
17 and --  
18 THE COURT: Well, we don't need to --  
19 MS. JACOVINO: -- and deficiencies --  
20 THE COURT: -- cast aspersions, sir, as far as  
21 accusing the other parent. I mean we just -- we want  
22 information, you can ask. That's what you're supposed to  
23 communicate about.  
24 MS. JACOVINO: At 10:30 is a status --

1 THE COURT: Or go through your lawyers.

2 MS. JACOVINO: September 16th at 10:30 is a status  
3 check on --

4 THE COURT: The Nicholas issue. So, he's under a  
5 cooling-off period since he's not seeing his dad anyway, but I  
6 want to get him in a summer resource that may --

7 MS. JACOVINO: And then August 28th at 9:00 with the  
8 senior judge to be determined?

9 THE COURT: The senior, look on the website, Supreme  
10 Court's website who's assigned for that week.

11 MS. JACOVINO: Okay.

12 MR. PAGE: I understand Judge --

13 THE COURT: And then December 1st on --

14 MR. PAGE: -- O'Malley's doing this.

15 THE COURT: -- financial issues

16 MS. JACOVINO: That's what we heard, too.

17 THE COURT: -- for a half a day.

18 MR. PAGE: Didn't you say Judge O'Malley's doing  
19 these now?

20 THE COURT: She starts officially July 1st and  
21 whenever she's assigned and they take turns.

22 MR. PAGE: Oh, okay.

23 THE COURT: We don't ask, nope. Nope. December 1st  
24 you said?

1 THE CLERK: Yes.  
2 THE COURT: 1:30?  
3 MS. JACOVINO: Half day trial.  
4 THE CLERK: For trial?  
5 THE COURT: No, it's a status check on further  
6 proceedings -- you don't want to do a trial. They're like  
7 pulling teeth, and I think it's better just to have a  
8 conversation with me on the record --  
9 MR. PAGE: On December 1st?  
10 THE COURT: -- about what do you think of this, what  
11 do you think of that, let's get to --  
12 MS. JACOVINO: Okay.  
13 THE COURT: -- a solution.  
14 MS. JACOVINO: So, we're looking at August --  
15 THE COURT: You tell me, do you want to do it on the  
16 record or off the record. But it'll be a -- we'll call it a  
17 status check on further proceedings --  
18 MS. JACOVINO: On -- so we've got the --  
19 THE COURT: -- on unresolved issues.  
20 MS. JACOVINO: -- nine --  
21 MR. PAGE: On December 7th -- on December 1st,  
22 correct?  
23 THE COURT: Financial issues. What time?  
24 THE CLERK: 1:30.

1 MS. JACOVINO: Thank you.  
2 MR. PAGE: 1:30?  
3 THE CLERK: Yes.  
4 THE COURT: Call it financial and omitted assets  
5 issues. And we have to push up the Nicholas issue, September  
6 28th, to see how he did after the summer. And then you will  
7 give me a report back, Counsel, about potential change of  
8 counselor. I don't care what you do -- look up money,  
9 pricing, you want another female, you want to with to a male  
10 counselor, you want to look on our list again --  
11 MS. JACOVINO: Yeah, we have --  
12 THE COURT: -- see what insurance covers.  
13 MS. JACOVINO: -- we have the list --  
14 THE COURT: It's confidential for treatment, so I'm  
15 not going to sign any orders today. It is -- just have  
16 insurance take -- cover it.  
17 MR. PAGE: Yeah, Mom does ask that insurance  
18 coverage be a condition precedent.  
19 THE COURT: Then why don't you --  
20 MS. JACOVINO: We're not asking for a condition  
21 precedent, I mean it makes sense --  
22 THE COURT: -- sit down with --  
23 MS. JACOVINO: -- for both of us.  
24 THE COURT: -- Ms. Jacovino about -- I'd rather say,

1 you know, give her -- give them three names, five names, but  
2 maybe you and Ms. Jacovino should sit down and see, well, what  
3 -- what covers insurance and just encourage Counsel to  
4 stipulate.

5 MR. PAGE: Sure.

6 THE COURT: I think the -- the parents can do their  
7 own research on these counselors --

8 MS. JACOVINO: Your Honor --

9 THE COURT: -- and stuff.

10 MS. LONARDO: -- just a little bit of wrap up  
11 homework, the order from the last hearing, I was ordered to  
12 draft it, I drafted it and I redrafted it, because Mr. Page  
13 didn't -- wasn't going to sign it. And so what we have is an  
14 order from Mr. Page and an order from myself, we'll give it to  
15 you, and you can take whichever order you prefer.

16 MR. PAGE: Ours matches the minutes word for word.  
17 I submitted it to you --

18 THE CLERK: Actually, I've already approved his this  
19 morning.

20 MS. JACOVINO: Ours matches --

21 MR. PAGE: Good. It matches the minutes.

22 MS. JACOVINO: -- ours matches the minutes word for  
23 word also except for what Mr. Page does is he puts the whole  
24 summary before what was ordered.

1 THE CLERK: I don't care about that.  
2 MS. JACOVINO: Well, I --  
3 THE COURT: You mean findings?  
4 MS. JACOVINO: Yes. And that's not -- it's an  
5 order.  
6 THE CLERK: I can't check that.  
7 MR. PAGE: I put in the introductory paragraphs that  
8 matches the minutes word for word.  
9 THE COURT: Word for word?  
10 THE CLERK: All I take is the order.  
11 MR. PAGE: That's what I do.  
12 MS. JACOVINO: And we of course did not include --  
13 THE COURT: The clerks are under strict policy that  
14 they don't normally put findings --  
15 THE CLERK: Nope.  
16 THE COURT: -- unless the judge tells them, but --  
17 THE CLERK: Right. We don't put findings in the  
18 minutes.  
19 THE COURT: He did it word for word from the  
20 minutes.  
21 MS. JACOVINO: He did it -- the summary that's on --  
22 ahead of the minutes, mine is specifically --  
23 MR. PAGE: I always put in the summary --  
24 MS. JACOVINO: -- I'll give you mine.

1 THE COURT: Is it a statute or some kind of  
2 prejudice to either party? By leaving that language in there?

3 MS. JACOVINO: We felt that it was prejudicial to  
4 us, otherwise we would have signed it and we're not.

5 THE COURT: Because they like -- it says things  
6 about Richard in there?

7 THE CLERK: Uh-huh (affirmative).

8 MS. JACOVINO: I mean he --

9 THE COURT: Well, they're in the minutes. And  
10 they're on the video.

11 MS. JACOVINO: Well, they're not in the minutes --

12 THE COURT: But you don't want them included,  
13 because orders don't include findings which is simple orders.

14 MS. JACOVINO: And so the order -- so we have --

15 THE COURT: Any problem with that paragraph --

16 MS. JACOVINO: -- the court ordered. He's got --

17 THE COURT: -- Mr. Page? Let me see that paragraph.

18 THE CLERK: He has orders, I approved and --

19 THE COURT: No, I want Jacovino's orders.

20 THE CLERK: -- and there's hers.

21 THE COURT: No, his orders, the one she has a  
22 problem with.

23 THE CLERK: Right.

24 THE COURT: Return hearing --

1 THE CLERK: See, I don't look at anything except  
2 from court ordered down.

3 MS. JACOVINO: And that's all we put in ours where  
4 his has a page and a half of the summary from --

5 THE CLERK: Everybody always puts a summary.

6 MS. JACOVINO: -- the minutes ahead it.

7 MR. PAGE: I think it's important --

8 THE COURT: That page and a half --

9 MR. PAGE: -- to know what's going on.

10 THE COURT: -- you got a problem with?

11 MS. JACOVINO: I do.

12 MR. PAGE: It accurately reflects what happened in  
13 court. I think it's important to know --

14 MS. JACOVINO: That's not what was ordered. It is  
15 an order. It's --

16 MR. PAGE: It's not --

17 MS. JACOVINO: -- finding of facts --

18 THE COURT: Okay. Hang on.

19 MS. JACOVINO: -- and decisions of law.

20 THE COURT: Hang on. Yeah, I get it, guys, I get  
21 it. Hang on.

22 MS. JACOVINO: And I -- I mean honestly it's just a  
23 housekeeping matter. I appreciate that Mr. Page drafted it  
24 because I was out of the country at that time as well. Or



1 drafted his version of it.

2 THE COURT: Why don't I do this: Where it says the  
3 Court admonished, that should be included. The Court finds,  
4 that should be included. The Court finds, that should be  
5 included. Have you got anything above that? It's just a  
6 recitation of what occurred during the video. But I  
7 understand what Ms. Jacovino's arguing, I don't have a problem  
8 with her argument. It's not -- might not need that. I would  
9 start with page two of four line 20 -- no, line 18. And you  
10 can include that and anything above that, it's not necessary.  
11 Because it's just argument --

12 MR. PAGE: It's not problematic --

13 THE COURT: -- from the attorneys on both sides.

14 MR. PAGE: -- though, it's -- it's --

15 MS. LONARDO: It's problematic to our side.

16 THE COURT: No, you don't include argu -- this is  
17 what the attorney argued, this is what her attorney argued.

18 MR. PAGE: I -- I've been doing --

19 THE COURT: Line 18 down --

20 MR. PAGE: -- this for 15 years.

21 THE COURT: -- you will get that included.

22 MR. KILGORE: (Indiscernible) your attorney  
23 officially.

24 THE COURT: So, page one of four line 18 to page two

1 of four line 18 will be stricken. I could put a -- yeah,  
2 it'll have to be resubmitted with the other half, the bottom  
3 half that says the Court admonished, and the Court finds, that  
4 should go in the order.

5 MR. PAGE: This is what I've been doing for 17  
6 years.

7 THE COURT: Okay. And maybe the other side attorney  
8 didn't complain about it but --

9 MR. PAGE: No one ever has in 17 years.

10 THE COURT: Okay. Rules are rules, it's not what  
11 she wants, what you want. It's -- that's court rules and  
12 court policy. You're not the first set of attorneys that  
13 has --

14 MS. JACOVINO: That haven't agreed on an order --

15 THE COURT: Exactly.

16 MS. JACOVINO: -- we usually submit them both.

17 THE COURT: And trust me, you don't want to pay your  
18 attorneys to come back in here just to fight about language.  
19 It is --

20 THE CLERK: So, I give them --

21 THE COURT: -- what it is.

22 THE CLERK: -- both back, Judge?

23 THE COURT: It doesn't erase anything, everything  
24 was videoed, we can't go back and rewind what was on the

1 video. But as far as what's on paper, that's the appropriate  
2 policy and procedure. Okay? The other -- if you've been  
3 submitting orders for 17 years, and the other side didn't  
4 complain about it, and that's fine.

5 MR. PAGE: No, that -- not only has the other side  
6 never complained about it --

7 THE COURT: Yeah, but it doesn't say --

8 MR. PAGE: -- no -- no clerk has ever rejected it.

9 THE COURT: -- that becomes a Fred Page rule.

10 MS. JACOVINO: And it wasn't -- she didn't reject  
11 it, I brought it up as an issue.

12 THE COURT: Okay. You guys get what I'm saying.  
13 There's an objection, we follow the rules. There's never been  
14 any objections, we don't step on your shoes. But rules are  
15 rules. And put findings -- specific findings, admonishments,  
16 they go in there. But just so -- this is what they argued,  
17 this is what they argued, it doesn't belong in an order.  
18 Anyway, it saves -- it saves space but you're going to have to  
19 redo it now and --

20 THE CLERK: (Indiscernible) that's --

21 THE COURT: -- submit it.

22 THE CLERK: -- submitted.

23 THE COURT: Okay. That'll take care of that order  
24 and then he'll do a notice of entry. It doesn't need your

1 signature.

2 MS. JACOVINO: His -- now that you've done it on the  
3 record --

4 THE COURT: You know it's going to be verbatim --

5 MS. JACOVINO: -- it's fine without my signature.

6 THE COURT: -- word for word. You don't need her  
7 counter signature, Mr. Page, resubmit it.

8 MR. PAGE: Very good.

9 THE COURT: And strike that. Anything else?

10 MR. PAGE: I think we're good.

11 THE COURT: I'm going to -- okay, you'll be here  
12 August with the senior judge, I see you guys September.

13 MS. JACOVINO: Thank you.

14 THE COURT: Good luck. And I will get back to you  
15 -- if you don't hear back from me in like a week, call my  
16 chambers and ask me about my project, I'll go to see Judge  
17 Bailey anyway so --

18 THE CLERK: Who's doing the order from today?

19 MR. PAGE: Have the CPS records ever been produced?

20 THE COURT: Whose turn is it? Yes.

21 THE CLERK: Yeah, you can just call the chambers and  
22 review a copy.

23 THE COURT: They were -- I think they were  
24 unsubstantiated.

1 MR. PAGE: They were un --  
2 MS. JACOVINO: Yeah.  
3 MR. PAGE: -- they were.  
4 THE COURT: You may have them emailed to you PDF  
5 under a confidential gag order which means your clients can't  
6 get a hard copy. You keep it in your file.  
7 MS. JACOVINO: Should we just email your chambers or  
8 your clerk?  
9 THE COURT: Call Natalie or Susanna, give them your  
10 email address and say -- say that's authorized under a gag  
11 order.  
12 MS. JACOVINO: Thank you.  
13 THE COURT: If the parents want their own hard copy,  
14 you walk down to Martin Luther King in Alta -- or where ever  
15 they're at -- and say I want my Chapter 459, I want my unity  
16 records. They can do that. It sounds like a weird rule  
17 but --  
18 MS. JACOVINO: Right.  
19 THE CLERK: Ms. Jacovino was supposed to do the  
20 order the last time.  
21 THE COURT: So, Mr. Page's order is approved and  
22 it's Mr. Page's turn.  
23 MR. PAGE: I'm sorry, what was that last part?  
24 THE COURT: It's your turn to do the order.

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MR. PAGE: Oh.

THE COURT: Thank you.

MR. PAGE: Thank you.

THE COURT: Okay.

(PROCEEDINGS CONCLUDED AT 13:00:48)

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



---

Tami S. Ondik, CET

FILED

JUN 24 2015

*John L. ...*  
CLERK OF COURT

1 **ORDR**  
2 ELENi KILGORE  
3 10151 Dorrell Ln., #1152  
4 Las Vegas, Nevada 89166  
5 (702) 325-1835  
6 kilgoex@interact.ccsd.net  
7 Defendant in PROPER PERSON

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DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

RICHARD SCOTT KILGORE,  
Plaintiff,

vs.

ELENi KILGORE,  
Defendant.

CASE NO: D-12-459171-D  
DEPT. NO: I

DATE OF HEARING: N/A  
TIME OF HEARING: N/A

**QUALIFIED DOMESTIC RELATIONS ORDER**

This *Order* is intended to be a Qualified Domestic Relations Order ("QDRO"),<sup>1</sup> as it pertains to "Participant" and "Alternate Payee" under the provisions of the Public Employees' Retirement Act codified at Chapter 286 of the Nevada Revised Statutes (the "Act") and the policies enacted pursuant thereto, effective on or after October 1, 1993.

This *Order* creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable to a plan Participant. It also serves as authorization for the Public Employees' Retirement System (the "System") to provide specific information concerning the account to the Alternate Payee at any time.

This *Order* does not require the System to provide any type or form of benefit, or any

<sup>1</sup> QDRO MASTERS was hired by Ms. Eleni Kilgore to draft this *Order*. We received all direction, facts, and figures from this client. No advice or comment on the terms of the *Order* or any agreements were made or implied by QDRO MASTERS. Though legal questions may have been posed to our attorney staff by Ms. Kilgore, legal advice was limited to providing options for terms to be included in the DRO. No independent investigation as to the correctness of any facts or figures was undertaken by QDRO MASTERS in this case. Our services were strictly as scriveners in this case.



1 option, not otherwise provided under the Act and policies or require the System to provide  
2 increased benefits.

3 This *Order* is intended to be a Qualified Domestic Relations Order ("QDRO") valid for  
4 distribution of a Nevada Public Employees' Retirement, as it pertains to "Participant or Member,"  
5 Richard Scott Kilgore, and "Alternate Payee," Eleni Kilgore, under the provisions of the Act and  
6 the policies enacted pursuant thereto. Good cause appearing therefor;

7  
8 **THIS COURT FINDS** as follows:

9 1. It is the intent of this *Order* to qualify as a Qualified Domestic Relations Order under  
10 the Act and policies and the provisions herein shall be administered and interpreted in conformity  
11 with the provisions of the Act and policies.

12 2. Eleni Kilgore ("Eleni"), and Richard Scott Kilgore ("Richard"), were married on  
13 December 15, 1992.

14 3. The parties' *Decree of Divorce* was entered March 13, 2013, in Clark County,  
15 Nevada.

16 4. To avoid violation of the governing Nevada statutes (NRS 603A.040 and NRS  
17 239B.030), the Code of Federal Regulations (5 U.S.C. § 552a, Privacy Act of 1974), and court  
18 rules concerning privacy, the parties' dates of birth, and Social Security Numbers are to be provided  
19 to the State of Nevada Public Employees' Retirement System ("PERS") in a separate cover letter  
20 simultaneously submitted with this *Order*.

21  
22 **IT IS HEREBY ORDERED** that the following definitions apply to this *Order*:

23 **A. PARTICIPANT.** Participant is defined as the member of the Public  
24 Employees' Retirement System of Nevada.

25 **B. ALTERNATE PAYEE.** Alternate Payee is defined as a spouse, former  
26 spouse, child or other dependent of a Participant who is recognized by this *Order* as having a right  
27 to receive a portion of the benefits payable under the Act with respect to such Participant.

**C. DOMESTIC RELATIONS ORDER.** Domestic Relations Order

1 means any judgment, decree or order (including approval of a property settlement agreement)  
2 which relates to the provision of child support, alimony payments, or marital property rights to a  
3 spouse, former spouse, child or other dependent, and is made pursuant to Chapter 125 of the  
4 Nevada Revised Statutes.

5 **D. PLAN ADMINISTRATOR.** The Plan Administrator is the Executive  
6 Officer, whose address is 693 West Nye Lane, Carson City, NV 89703.

7 **E. OTHER DEFINITIONS.** Any other definitions necessary to effectuate  
8 this *Order* shall be adopted from the Act and the policies adopted pursuant thereto, as may from  
9 time to time be amended. These definitions shall include any and all definitions, terms or conditions  
10 required by statute to qualify this *Order* as a QDRO.

11 **IT IS FURTHER ORDERED** that the Court recognizes, and assigns to Eleni, the right  
12 to receive a portion of the benefits payable to a plan Participant. Eleni is awarded an interest in the  
13 pension and retirement interests with the State of Nevada Public Employees' Retirement System  
14 ("PERS"), accrued through employment, in the name of Richard Scott Kilgore, as follows:

15 1. The name of the Participant is Richard Scott Kilgore, his address is 6509 Columbia  
16 Falls Ct., Las Vegas, Nevada 89149; the name of the Alternate Payee is Eleni Kilgore, her address  
17 is 10151 Dorrell Ln., #1152, Las Vegas, Nevada 89166. The Alternate Payee is the former spouse  
of the Member and is recognized by a Domestic Relations Court as having a right to receive a  
portion of the allowance or benefit of a member or retired employee from the system.

18 2. The retirement system is specifically directed to pay the benefits as determined  
19 herein directly to the Alternate Payee at the first possible date. The retirement system is not  
20 required by this Order to provide an allowance or benefit not otherwise provided under the statutes  
governing the Public Employees' Retirement System of Nevada.

21 3. This Order does not require the retirement system to make payments to an Alternate  
22 Payee prior to the retirement of a Participant or the distribution to or withdrawal of contributions  
by a Participant.

23 4. The Participant shall make payments directly to the Alternate Payee, of the sum  
24 required by this Order, no later than the fifth day of each month until payments from the retirement  
system to the Alternate Payee commence under this Order.

25 5. The benefit to be payable to the Alternate Payee shall be calculated by means of a  
26 formula as follows, using Option 1 to calculate the Alternate Payee's benefit: All service credits  
27 accrued by the Participant during the parties' marriage from December 15, 1992, through and  
including March 13, 2013, as the numerator, and all service credits accrued as the denominator,  
multiplied by one-half.

6. The Participant is required to select Option 1. The Alternate Payee shall be entitled  
to the benefit as represented above, during the lifetime of the Participant or until the death of the

1 Alternate Payee, whichever occurs first.

2 **IT IS FURTHER ORDERED** that Richard has waived any right to privacy or other rights  
3 as may be required for Eleni to obtain information relating to Richard's date of retirement, final  
4 grade and step, and pay, present or past retired pay, or other such information as may be required  
5 to enforce the award made herein, or required to revise this *Order* so as to make it enforceable.  
6 PERS is hereby authorized to provide specific information to Eleni from the retirement file of  
7 Richard for purposes of issues related to this *Order*.

8 **IT IS FURTHER ORDERED** that if Richard takes any steps to merge the retirement  
9 divided herein with another retirement program of any kind, or takes any action that prevents,  
10 decreases, or limits the collection by Eleni of the sums to be paid hereunder; Richard shall make  
11 payments to Eleni directly in an amount sufficient to neutralize, as to Eleni, the effects of the action  
12 taken by Richard.

13 **IT IS FURTHER ORDERED** that a certified copy of the *Order* shall be served upon the  
14 Plan Administrator. Said *Order* is subject to review by the Administrator and if approved by the  
15 Administrator, is effective on the date set forth herein. If this *Order* is determined by the  
16 Administrator to be a QDRO, then the Plan Administrator shall, within a reasonable period of time  
17 after delivery of this *Order*, notify the Participant and the Alternate Payee of such determination.  
18 If the Administrator determines that the *Order* does not qualify as a QDRO, the Administrator shall,  
19 within a reasonable period of time, notify the Participant and the Alternate Payee of the reasons for  
20 such determination to allow modification of this *Order* for qualification.

21 \*\*\*\*\*

22 \*\*\*\*\*

23 \*\*\*\*\*

24 \*\*\*\*\*

25 \*\*\*\*\*

26 \*\*\*\*\*

27 \*\*\*\*\*

\*\*\*\*\*

**IT IS FURTHER ORDERED** that the Court shall retain jurisdiction to enter such further orders as are necessary to enforce the award of benefits as specified herein and in the *Decree of Divorce*, calling for the filing of this QDRO, and the allocation of related rights and responsibilities set out above, in accordance with the provisions of Nevada case and statutory law, including the re-characterization thereof as a division of Civil Service or other retirement benefits.

IT IS SO ORDERED this \_\_\_\_ day of JUN 23 2015, 201\_\_.

*Chy B. Moore*  
DISTRICT COURT JUDGE (MA)

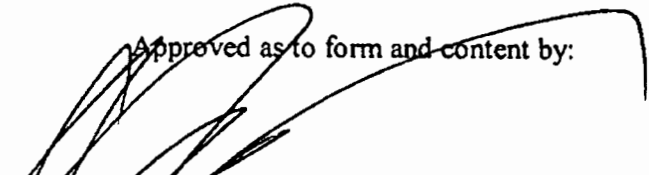
Respectfully submitted by:

~~Approved as to form and content by:~~

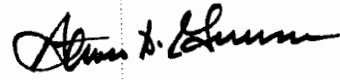
Eleni Kilgore  
ELENI KILGORE

ELENI KILGORE  
10151 Dorrell Ln., #1152  
Las Vegas, Nevada 89166  
Defendant in PROPER PERSON

Approved as to form and content by:

  
RICHARD SCOTT KILGORE  
6509 Columbia Falls Ct.  
Las Vegas, Nevada 89149  
Plaintiff in PROPER PERSON

**RICHARD SCOTT KILGORE**  
**6509 Columbia Falls Ct.**  
**Las Vegas, Nevada 89149**  
**Plaintiff in PROPER PERSON**

  
CLERK OF THE COURT

1 **ORDER**  
2 RICHARD KILGORE  
3 6509 Columbia Falls Ct.  
4 Las Vegas, Nevada 89149  
5 (702) 325-3518  
6 [racedad336@yahoo.com](mailto:racedad336@yahoo.com)  
7 Defendant in PROPER PERSON

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

RICHARD SCOTT KILGORE,  
Plaintiff,

CASE NO: D-12-459171-D  
DEPT. NO: 1

vs.

ELENI KILGORE,  
Defendant.

DATE OF HEARING: N/A  
TIME OF HEARING: N/A

**QUALIFIED DOMESTIC RELATIONS ORDER**

This *Order* is intended to be a Qualified Domestic Relations Order ("QDRO"),<sup>1</sup> as it pertains to "Participant" and "Alternate Payee" under the provisions of the Public Employees' Retirement Act codified at Chapter 286 of the Nevada Revised Statutes (the "Act") and the policies enacted pursuant thereto, effective on or after October 1, 1993.

This *Order* creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable to a plan Participant. It also serves as authorization for the Public Employees' Retirement System (the "System") to provide specific information concerning the account to the Alternate Payee at any time.

This *Order* does not require the System to provide any type or form of benefit, or any

<sup>1</sup> QDRO MASTERS was hired by Mr. Richard Kilgore to draft this *Order*. We received all direction, facts, and figures from this client. No advice or comment on the terms of the *Order* or any agreements were made or implied by QDRO MASTERS. Though legal questions may have been posed to our attorney staff by Mr. Kilgore, legal advice was limited to providing options for terms to be included in the DRO. No independent investigation as to the correctness of any facts or figures was undertaken by QDRO MASTERS in this case. Our services were strictly as scriveners in this case.

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DEPT 1

option, not otherwise provided under the Act and policies or require the System to provide increased benefits.

This *Order* is intended to be a Qualified Domestic Relations Order ("QDRO") valid for distribution of a Nevada Public Employees' Retirement, as it pertains to "Participant or Member," Eleni Kilgore, and "Alternate Payee," Richard Scott Kilgore, under the provisions of the Act and the policies enacted pursuant thereto. Good cause appearing therefor;

**THIS COURT FINDS** as follows:

1. It is the intent of this *Order* to qualify as a Qualified Domestic Relations Order under the Act and policies and the provisions herein shall be administered and interpreted in conformity with the provisions of the Act and policies.

2. Eleni Kilgore ("Eleni"), and Richard Scott Kilgore ("Richard"), were married on December 15, 1992.

3. The parties' *Decree of Divorce* was entered March 13, 2013, in Clark County, Nevada.

4. To avoid violation of the governing Nevada statutes (NRS 603A.040 and NRS 239B.030), the Code of Federal Regulations (5 U.S.C. § 552a, Privacy Act of 1974), and court rules concerning privacy, the parties' dates of birth, and Social Security Numbers are to be provided to the State of Nevada Public Employees' Retirement System ("PERS") in a separate cover letter simultaneously submitted with this *Order*.

**IT IS HEREBY ORDERED** that the following definitions apply to this *Order*:

A. **PARTICIPANT.** Participant is defined as the member of the Public Employees' Retirement System of Nevada.

B. **ALTERNATE PAYEE.** Alternate Payee is defined as a spouse, former spouse, child or other dependent of a Participant who is recognized by this *Order* as having a right to receive a portion of the benefits payable under the Act with respect to such Participant.

C. **DOMESTIC RELATIONS ORDER.** Domestic Relations Order

means any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent, and is made pursuant to Chapter 125 of the Nevada Revised Statutes.

**D. PLAN ADMINISTRATOR.** The Plan Administrator is the Executive Officer, whose address is 693 West Nye Lane, Carson City, NV 89703.

**E. OTHER DEFINITIONS.** Any other definitions necessary to effectuate this *Order* shall be adopted from the Act and the policies adopted pursuant thereto, as may from time to time be amended. These definitions shall include any and all definitions, terms or conditions required by statute to qualify this *Order* as a QDRO.

**IT IS FURTHER ORDERED** that the Court recognizes, and assigns to Richard, the right to receive a portion of the benefits payable to a plan Participant. Richard is awarded an interest in the pension and retirement interests with the State of Nevada Public Employees' Retirement System ("PERS"), accrued through employment, in the name of Eleni Kilgore, as follows:

1. The name of the Participant is Eleni Kilgore, her address is 10151 Dorrell Ln., #1152, Las Vegas, Nevada 89166; the name of the Alternate Payee is Richard Scott Kilgore, his address is 6509 Columbia Falls Ct., Las Vegas, Nevada 89149. The Alternate Payee is the former spouse of the Member and is recognized by a Domestic Relations Court as having a right to receive a portion of the allowance or benefit of a member or retired employee from the system.

2. The retirement system is specifically directed to pay the benefits as determined herein directly to the Alternate Payee at the first possible date. The retirement system is not required by this Order to provide an allowance or benefit not otherwise provided under the statutes governing the Public Employees' Retirement System of Nevada.

3. This Order does not require the retirement system to make payments to an Alternate Payee prior to the retirement of a Participant or the distribution to or withdrawal of contributions by a Participant.

4. The Participant shall make payments directly to the Alternate Payee, of the sum required by this Order, no later than the fifth day of each month until payments from the retirement system to the Alternate Payee commence under this Order.

5. The benefit to be payable to the Alternate Payee shall be calculated by means of a formula as follows, using Option 1 to calculate the Alternate Payee's benefit: All service credits accrued by the Participant during the parties' marriage from December 15, 1992, through and including March 13, 2013, as the numerator, and all service credits accrued as the denominator, multiplied by one-half. The Alternate Payee shall share in any post retirement increases, to the extent of his marital share.

\*\*\*\*\*

1           6.       The Alternate Payee shall be entitled to the benefit as represented above, during the  
2       lifetime of the Participant or until the death of the Alternate Payee, whichever occurs first.

3           **IT IS FURTHER ORDERED** that Eleni has waived any right to privacy or other rights  
4       as may be required for Richard to obtain information relating to Eleni's date of retirement, final  
5       grade and step, and pay, present or past retired pay, or other such information as may be required  
6       to enforce the award made herein, or required to revise this *Order* so as to make it enforceable.  
7       PERS is hereby authorized to provide specific information to Richard from the retirement file of  
8       Eleni for purposes of issues related to this *Order*.

9           **IT IS FURTHER ORDERED** that if Eleni takes any steps to merge the retirement divided  
10       herein with another retirement program of any kind, or takes any action that prevents, decreases,  
11       or limits the collection by Richard of the sums to be paid hereunder; Eleni shall make payments  
12       to Richard directly in an amount sufficient to neutralize, as to Richard, the effects of the action  
13       taken by Eleni.

14           **IT IS FURTHER ORDERED** that if Eleni dies prior to her retirement and a distribution  
15       of contributions in the System is available from the account of Eleni, the System shall pay to  
16       Richard his marital share of the refundable contributions (the total refundable contributions,  
17       multiplied by the aforementioned marital fraction) only if the member is unmarried and has no  
18       eligible survivors under NRS 286.671 through NRS 286.679.

19           **IT IS FURTHER ORDERED** that a certified copy of the *Order* shall be served upon the  
20       Plan Administrator. Said *Order* is subject to review by the Administrator and if approved by the  
21       Administrator, is effective on the date set forth herein. If this *Order* is determined by the  
22       Administrator to be a QDRO, then the Plan Administrator shall, within a reasonable period of time  
23       after delivery of this *Order*, notify the Participant and the Alternate Payee of such determination.  
24       If the Administrator determines that the *Order* does not qualify as a QDRO, the Administrator  
25       shall, within a reasonable period of time, notify the Participant and the Alternate Payee of the  
26       reasons for such determination to allow modification of this *Order* for qualification.

27       \*\*\*\*\*

\*\*\*\*\*




1 IT IS FURTHER ORDERED that the Court shall retain jurisdiction to enter such further  
2 orders as are necessary to enforce the award of benefits as specified herein and in the *Decree of*  
3 *Divorce*, calling for the filing of this QDRO, and the allocation of related rights and responsibilities  
4 set out above, in accordance with the provisions of Nevada case and statutory law, including the  
5 re-characterization thereof as a division of Civil Service or other retirement benefits.

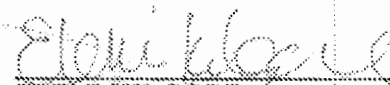
6 IT IS SO ORDERED this \_\_\_\_ day of JUN 23 2015, 201\_\_\_\_.

7  
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9   
10 DISTRICT COURT JUDGE

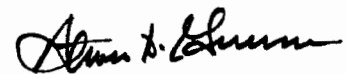
11 Respectfully submitted by:

Approved as to form and content by:

12   
13 RICHARD SCOTT KILGORE  
14 6509 Columbia Falls Ct.  
15 Las Vegas, Nevada 89149  
16 (702) 325-3518  
racedad336@yahoo.com  
Plaintiff in PROPER PERSON

17   
18 ELENI KILGORE  
19 10151 Dorrell Ln., #1152  
20 Las Vegas, Nevada 89166  
21 (702) 325-1835  
22 Kilgoex@interact.ccsd.net  
23 Defendant in PROPER PERSON  
24  
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27

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CLERK OF THE COURT

**ORDR**

**FRED C. PAGE, ESQ.**

Nevada Bar: 6080

**PAGE LAW OFFICE**

6145 Spring Mountain Road, Suite 201

Las Vegas, Nevada 89146

Phone: (702) 469-3278

Facsimile: (702) 628-9884

E-mail: [fpagelaw@pagelawoffices.com](mailto:fpagelaw@pagelawoffices.com)

*Attorney for Defendant*

**DISTRICT COURT, FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

**RICHARD KILGORE,**

Plaintiff,

vs.

**ELENI KILGORE,**

Defendant

CASE NO. :

*D-12-459171-D*

DEPT. NO. : 1

**ORDER FROM JUNE 10, 2015, HEARING**

The status check hearing on child support, Dr. Gosnell's report, and the Qualified Domestic Relations Orders came on for hearing on June 10, 2015, at 10:30 a.m. Defendant, ELENI KILGORE, was present and was represented by and through her counsel, Fred Page, Esq. Plaintiff, RICHARD KILGORE, was present and was represented by and through his counsel, Janice Jacovino, Esq. and Bonnie Lonardo, Esq. The Court having reviewed the papers and pleadings on file and having entertained oral argument hereby enters the following orders:

**THE COURT ORDERED** the following:

1. Plaintiff/Dad SANCTIONED back to March for not filing the Work Search Journal, which is due by the last day of each month. The amount of sanctions is deferred.

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- 1           2.     The parties and counsel to check into a new Counselor for Nicholas and mutually  
2 agree.
- 3           3.     The minor children are permitted to attend Wrestling Camp from June 15 - 18.
- 4           4.     Parties shall continue with "Our Family Wizard "
- 5           5.     Defendant/Mom can subpoena Plaintiff's PERS information.
- 6           6.     The Court will look into summer activities for Nicholas.
- 7           7.     Both QDRO's shall be signed in open court.
- 8           8.     Discovery is open on Plaintiff/Dad's employment investment account.
- 9           9.     Counsel are to file briefs by August 14, 2015.
- 10          10.    Attorney's Fees are deferred
- 11          11.    A senior judge settlement conference is set for August 28, 2015 at 9:00 a.m.
- 12          12.    The status check regarding Nicholas' issues is set for September 16, 2015, at  
13 10:30 a.m.
- 14          13.    The status check regarding further proceedings, financials, and omitted assets is  
15 set for December 1, 2015, at 1:30 p.m.

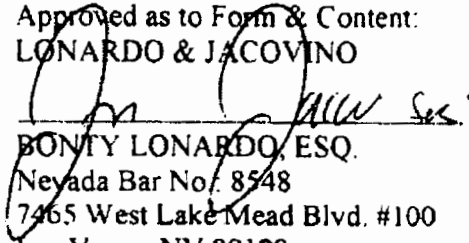
16           DATED this 31 of July 2015.

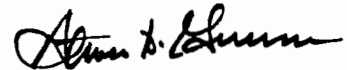
17  
18  
19  
20  
21  
22 Respectfully submitted:  
23 PAGE LAW OFFICE

24   
25 FRED C. PAGE, ESQ.  
26 Nevada Bar No.: 6080  
27 6145 Spring Mountain Road, Suite 201  
28 Las Vegas, Nevada 89146  
Phone: (702) 469-3278  
E-mail: [fpagelawoffices.com](mailto:fpagelawoffices.com)  
Attorney for Defendant

  
DISTRICT COURT JUDGE *re*

Approved as to Form & Content:  
LONARDO & JACOVINO

  
BONTY LONARDO, ESQ.  
Nevada Bar No. 8548  
7465 West Lake Mead Blvd. #100  
Las Vegas, NV 89128  
(702) 562-8125  
[blonardo@aol.com](mailto:blonardo@aol.com)  
Attorney for Plaintiff



CLERK OF THE COURT

BREF  
Bonnie Lonardo, Esq.  
Nevada Bar No. 8548  
Janice Jacovino, Esq.  
Nevada Bar No. 11612  
LONARDO & JACOVINO LLC  
7465 W. Lake Mead Blvd., Suite 100  
Las Vegas, Nevada 89128  
Telephone: (702) 562-8125  
Facsimile: (702) 562-8177  
Email: [info@ljlawlv.com](mailto:info@ljlawlv.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

RICHARD KILGORE,	)	
	)	CASE NO.: D-12-459171-D
	)	
Plaintiff,	)	DEPT. NO.: I
vs.	)	
	)	
ELENI KILGORE,	)	
	)	
Defendant.	)	

**Brief Regarding Plaintiff's Employment Investment Account**

Plaintiff, Richard Kilgore, ("Plaintiff") by and through his counsel, the Law Office of Lonardo & Jacovino hereby submits their Brief on Plaintiff's Employment Investment Account. No discovery regarding the employment investment account occurred. Plaintiff continues to state that all assets were split at the time of the divorce and that the employee benefits were disclosed, discussed and divided with the QDRO's.

///

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **FACTS**

3 The parties were married in Las Vegas, Nevada on December 15, 1992. The divorce decree  
4 was filed on March 13, 2013.

5 The decree divided the marital assets including the retirement accounts. Both Plaintiff and  
6 Defendant are members of PERS and the QDROs have been executed, dividing the parties' pension  
7 benefits. In addition, most assets held by the parties prior to divorce were used to pay down their  
8 debt before they filed Bankruptcy and the remaining Bankruptcy excluded employment benefits  
9 were divided with the QDROs. Further, since the settlement hearing is set for August 28, 2015, the  
10 parties maybe able to come to a global agreement. If the agreement occurs the agreement would  
11 include any purported claims.  
12  
13

14 **MEMORANDUM OF POINTS AND AUTHORITY**

15 **Employment Investment Account**

16 Plaintiff believes that all the assets were divided with the divorce. While discovery was  
17 requested and approved by the Court, no discovery was conducted since the last hearing. Plaintiff  
18 believes that no additional discovery was needed as all the assets were divided with the divorce, as  
19 evidenced by the executed QDROs, the parties discussed and disclosed their assets including  
20 employment benefits during the divorce proceedings.  
21

22 Alternatively, pursuant to NRCP 60(b) a motion for relief from judgment, including a  
23 divorce decree, must be pursued no later then 6 months after the decree was entered. This decree was  
24 entered on March 13, 2013. Defendant did not request, nor file a motion for any omitted assets until  
25 approximately 2 years later on March 10, 2015. This omitted asset brief alleged vacation and sick  
26 time were omitted. Defendant has not yet filed a motion for relief or an independent action for  
27  
28

1 equitable relief on the employment investment account. As such allowing Defendant litigate or  
2 relitigate issues which could have been, or should have been litigated in 2012 when the divorce was  
3 filed, is an undue burden and violates the prescribed time limit contained in NRCP 60(b). As such  
4 Defendant's request should be denied.

5  
6 Again, Plaintiff believes that all assets including the pensions and/or retirements were  
7 discussed during the divorce proceedings; however, if there is an employment investment account  
8 and this account contains funds, even if the employment investment account is not contained in the  
9 decree, that asset may not qualify as omitted asset if the parties discussed or disclosed the asset. *See*  
10 *Bonnell v Lawrence*, 128 Nev. \_\_\_, \_\_\_, 282 P.3d 712, 715 (2012); *Doan v Wilkerson*, 130 Nev.  
11 Adv. Op .48. In *Doan* the court found that pension which was omitted from the decree, was not an  
12 omitted asset because the pension was disclosed and considered during proceedings. *See Id. Bonnell*  
13 and *Doan* also state that when a motion for relief is not timely pursued the party must show  
14 exceptional circumstances justifying the litigation of the issues for relief. Defendant has not shown  
15 exceptional circumstances as she has not proven this account exists and that it was not discussed in  
16 the divorce proceedings.

17  
18 Like the retirement in *Doan*, the Kilgores' decree does not reference an employment  
19 investment account. However, if there were an investment account outside of the pension, disclosure  
20 and discussion of this employment investment account among the parties would be viewed as the  
21 employment account being disclosed and considered and therefore not omitted. If the account was  
22 not omitted then there are no exceptional circumstances to allow litigating the issue after the 60(b)  
23 time period has expired. Therefore, if the account exists, it would have been disclosed and discussed  
24 with the divorce proceedings and would not warrant the exceptional circumstances required for this  
25 relief.

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**CONCLUSION**

No discovery was conducted on this asset and Plaintiff believes all the assets were properly divided. Alternatively, all assets were disclosed and discussed during the divorce proceedings including the pension and employment benefits; therefore there are no omitted assets.

DATED this 14<sup>th</sup> day of August, 2015.

Submitted by:

/s/ Janice Jacovino  
Janice Jacovino, Esq.  
Nevada Bar No. 11612  
7465 W. Lake Mead Blvd.,  
Suite 100  
Las Vegas, Nevada 89128  
(702) 562-8125  
*Attorneys for Plaintiff*

**CERTIFICATE OF MAILING**

I hereby certify that on the 14th day of August 2015, a true and correct copy of the foregoing Brief was served by US Mail, postage prepaid at the at the address below:

Fred Page, Esq.  
6145 Spring Mountain Rd. Suite 201  
Las Vegas, NV 89146

/s/Danilyn Rubio  
Receptionist

  
CLERK OF THE COURT

1 ORDR  
2 Bonnie Lonardo, Esq.  
3 Nevada Bar No. 8548  
4 Janice Jacovino, Esq.  
5 Nevada Bar No. 11612  
6 LONARDO & JACOVINO LLC  
7 7465 W. Lake Mead Blvd., Suite 100  
8 Las Vegas, Nevada 89128  
9 Telephone: (702) 562-8125  
10 Facsimile: (702) 562-8177  
11 Email: [info@ljlawlv.com](mailto:info@ljlawlv.com)  
12 Attorneys for Plaintiff

13  
14  
15 DISTRICT COURT  
16 CLARK COUNTY, NEVADA

17 RICHARD KILGORE,

18 Plaintiff,

19 vs.

20 ELENI KILGORE,

21 Defendant.

22 )  
23 )  
24 ) CASE NO. D-12-459171-D  
25 )  
26 ) DEPT. NO. 1  
27 )  
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31 ORDER REGARDING SETTLEMENT CONFERENCE

32 A settlement conference was held on August 28, 2015. Plaintiff ("Dad") was present and  
33 represented by his attorney Janice Jacovino, Esq. Defendant ("Mom") was also present and  
34 represented by her attorney Fred Page, Esq. During the settlement conference, the Court stated and  
35 the parties agreed to the following:

- 36 1. There are two children in this matter.
- 37 a. Parties will have Joint Legal Custody of both children.
- 38 b. With respect to Richard, the parties will continue to have shared physical custody on  
39 alternating weekly basis.

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Order- Settlement Conference

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- c. Richard will have some discretion on attending events, but he will be with Dad on Dad's weeks
- d. Temporarily, Defendant/ Mom will have primary custody of Nicholas, reserving the rights of Plaintiff/ Dad and Mom to re-litigate, once there has been substantive progress with the new therapist.
- e. Dad may text Nicholas and if Nicholas prefers to Skype, Nicholas will text Dad to let him know
- 2. Parties will retain a male therapist for Nicholas
- 3. Mom will give Dad two days notice on any events Mom is aware of which fall on Dad's timeshare.
  - a. Mom will use Our Family Wizard for the notice.
- 4. Mom has been providing medical coverage and will continue to do so.
  - a. Parties agree that \$180.00 is half the medical coverage, so whatever the ultimate support order is: it will either be a credit or deficit to Dad for the \$180.00.
  - b. Dad's 1/2 of the cost is \$180.00 per month.
  - c. Parties will continue to use the 30/30 rule.
  - d. Mom will provide the back up for the costs.
- 5. Parties will split the costs for any activities that are mutually agreed upon
  - a. The decree specifically provided for football
  - b. Dad has to split the football costs
  - c. Dad cannot afford to fund the costs for other activities and if Mom decides to pursue other activities she will have to front that cost.
- 6. Both parties agree that mathematically Mom's calculation is \$840.00, which is Dad's half that he owes Mom.
  - a. Dad wants proof of what checks Mom has presented.

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- 2 -  
Order - Settlement Conference

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- b. Mom is going to do her best to present the back-up receipt with in 60 days.
  - c. Dad believes he contributed to the Bulldogs and does not owe the \$840.00
  - d. Dad will provide proof of his contribution.
7. On Dad's request for reimbursement for the cell phone, which was eliminated because of Judge Moss's ruling on 12/30/14, Dad's request for \$133.00 has been withdrawn.
- a. There was no more time to reach an agreement on the rest of the cell phone arrearages.
8. There was a 5<sup>th</sup> account called Deferred Comp/ Employee Investment Account, Parties do not know if this account exists or not. Parties agreed if Mom find proof it exists, the Parties will use the *Gemma* and *Fondi* formula to divide it
9. The unreimbursed medical arrearages from the LIFESA Order, which was heard on 2/25/14, which indicated medical arrearages at \$1,496.24. This figure came from the decree.
- a. Both parties had stipulated previously that Dad had paid \$1,496.24 already.
  - b. Those arrearages were established on 1/10/13 and anything after is open for claims by Mom or Dad for unreimbursed medical expenses and it needs to be resolved.
10. The Quantum debt was referenced in the decree
- a. Mom represented that her half was paid and Dad's half was not.
  - b. Dad believed he paid his half.
11. Parties canvassed on agreement and understood the agreement
12. Both counsel agreed EDCR 7.50 governs the terms of the agreement.
- The Court Ordered as follows:
- 1. The Court ADOPTS and RATIFIES the agreement
  - 2. Both status check hearings shall STAND.

---

Order- Settlement Conference

3. The Court noted that the remaining issues are, the IRS debt, the omitted asset (Dad's sick leave and pay), Mom's clothes (1 fur coat and 10 formal dresses), final order for child support once Dad is employed, physical custody of Nicholas, Dad's request for Attorney's Fees, distribution of Dad's retirement and arrearages.
4. Should this matter be referred for a second settlement conference, Counsel and the Parties request "Shuttle" mediation.
5. Ms. Jacovino shall prepare the Order and Mr. Page shall review and sign off.

IT IS ORDERED

DATED this 21 day of October, 2015.

  
District Court Judge

DATED October 20, 2015

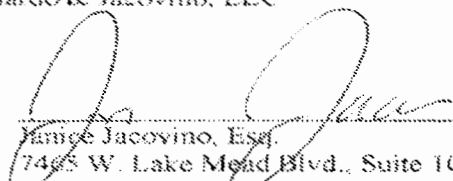
DATED \_\_\_\_\_, 2015

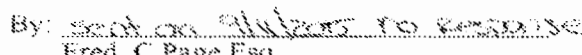
Submitted by:

Approved as to form by:


Lonardo & Jacovino, LLC

Page Law Office

By:   
Janice Jacovino, Esq.  
7485 W. Lake Mead Blvd., Suite 100  
Las Vegas, Nevada 89128  
Attorneys for Plaintiff

By:   
Fred C. Page Esq.  
6145 Spring Mountain Road, Suite 201  
Las Vegas, Nevada 89146  
Attorneys for Defendant

Order - Settlement Conference

  
CLERK OF THE COURT

1 SUPP  
2 FRED PAGE, ESQ.  
3 Nevada Bar 6080  
4 PAGE LAW OFFICE  
5 6145 Spring Mountain Road, Suite 201  
6 Las Vegas, Nevada 89146  
7 Phone: (702) 469-3278  
8 Facsimile: (702) 628-9884  
9 E-mail: [fpagelaw@pages.com](mailto:fpagelaw@pages.com)  
10 Attorney for Defendant

11  
12 DISTRICT COURT, FAMILY DIVISION  
13 CLARK COUNTY, NEVADA

14 RICHARD KILGORE,

15 Plaintiff,

16 vs.

17 BLINI KILGORE,

18 Defendant.

CASE NO.: D-12-459171-D

DEPT. NO.: 1

Hearing Date: February 9, 2016

Hearing Time: 1:30 p.m.


19  
20 DEFENDANT'S SUPPLEMENTAL EXHIBITS AND SUPPLEMENTAL BRIEFING  
21 FOR THE FEBRUARY 9, 2016, STATUS CHECK HEARING

22 Defendant, BLINI KILGORE, by and through her counsel, Fred Page, Esq., hereby  
23 submits her Supplemental Exhibits A and B for the February 9, 2016, status check hearing  
24 regarding financial issues as well as supplemental briefing regarding the financial issues.  
25 Supplemental Exhibit A is a printout from the Nevada Public Employees Retirement System  
26 regarding the retirement benefits to which Plaintiff is entitled and for which Defendant is being  
27 denied her right to receive her community property as required by *Sertie v. Sertie, infra* and by  
28 the terms of the Qualified Domestic Relations Order signed by Plaintiff, approved by PERS, and  
filed with the Court.

Supplemental Exhibit B is an annex schedule of the retirement payments that Plaintiff should have been paying to Defendant upon his first eligibility for retirement as required by *Serie, infra*, the Qualified Domestic Relations Order (hereinafter "QDRO"), and the Nevada Family Law Practice Manual.

DATED this 4th day of February 2016

PAGE LAW OFFICE

  
FRED PAGE, ESQ.  
Nevada Bar No. 6080  
6145 Spring Mountain Road, Suite 201  
Las Vegas, Nevada 89146  
(702) 469-3278  
Attorney for Defendant

#### POINTS AND AUTHORITIES

##### A. Nevada Public Employees Defined Benefit Plan

Exhibit A shows that Plaintiff was first eligible to retire at age 50 as under police/fire employees are first eligible to retire at age 50 with 20 years of service. Plaintiff turned age 50 on April 20, 2011. According to the Nevada Public Employee's Retirement System print out that is part of Exhibit A, Plaintiff's retirement allowance at the time of retirement was \$5,228.03.

Per the terms of the Qualified Domestic Relations Order, Defendant was entitled to one-half of her time rule share. Plaintiff, per his Financial Disclosure Form filed May 4, 2015, commenced service with the City of Las Vegas on April 18, 1989. Plaintiff, per his Financial Disclosure Form, was terminated by the City of Las Vegas on October 13, 2014. Based upon the

1 figures given by Plaintiff ten months ago, he was employed with the City of Las Vegas for 293  
2 months.<sup>1</sup>

3 Defendant and Plaintiff were married to each other on December 15, 1992. Defendant  
4 and Plaintiff were divorced from each other on March 13, 2013. The total number of months of  
5 marriage for Defendant and Plaintiff is 267 months.<sup>2</sup>

6 Under the time rule formula as set forth in *Gemma* and *Fondi* (citations omitted),  
7 Defendant would be entitled to 45.56 percent of the monthly retirement benefit.<sup>3</sup> As indicated,  
8 the monthly retirement benefit is, according to PERS \$5,228.03 per month. Defendant's  
9 community property share is \$2,382.05 per month  
10

11 Retirement benefits are property awards not alimony. Per *Serie v. Serie*.<sup>4</sup> Defendant  
12 was and is entitled to begin receiving her share of her community property upon Plaintiff's first  
13 eligibility for retirement. This is black letter law. In *Serie*, the Supreme Court ordered that the  
14 "normal distribution of a spousal share of a retirement is to be upon first eligibility for  
15 retirement, and that if a worker does not retire at first eligibility, *the worker must pay the spouse*  
16 *whatever the spouse would have received if the worker did retire at that time."*<sup>5</sup> (Emphasis  
17 added).  
18  
19  
20

21  
22 <sup>1</sup> 2013 minus 1990 is 23 years or 276 months (12 months x 23 years). Plaintiff was employed by the City of Las  
23 Vegas for 7 months in 1989 (Plaintiff commenced employment April 18, 1989). Plaintiff was employed by the City  
of Las Vegas for 10 months in 2014. Adding 276 months plus 7 months and 10 months give a total of 293 months  
of creditable service.

24 <sup>2</sup> Rounding up to January 1, 1990, as the start date for the marriage through December 31, 2012, is 22 years.  
25 Multiplying 22 years times 12 months gives 264 months. The Decree was filed March 13, 2013, giving three more  
months for the marriage. The total months of the marriage would then be 267 months (264 + 3).

26 <sup>3</sup> 267 months divided by 293 months multiplied by .5 equals 45.563 percent

27 <sup>4</sup> 111 Nev. 1194, 901 P.2d 148 (1995)

28 <sup>5</sup> Nevada Family Law Practice Manual, 2F.34 (emphasis in the original)

1 In addition to the black letter law stated in *Sertic*, per the terms of the Qualified Domestic  
2 Relations Order signed by Plaintiff and filed with the Court, "[Plaintiff] shall make payments  
3 directly to the Alternate Payee, of the sum required by this Order, no later than the fifth day of  
4 each month until payments from the retirement system to the Alternate Payee commence under  
5 this Order." See QDRO at page 3, lines 22-23 (emphasis added). There is no factual dispute.  
6 Plaintiff failed to make any of these payments to Defendant. There is no dispute that under law  
7 and the terms of the QDRO signed by Plaintiff that took community property that belonged to  
8 Defendant.

9  
10 All of the above is in accord with the Nevada Family Practice Manual §2F.28. In that  
11 section, the Manual states, that in *Sertic* the Nevada Supreme Court "... for the first time clearly  
12 stated that normal distribution of a spousal share of a retirement is to be upon first eligibility for  
13 retirement, and that if a worker does not retire at first eligibility, the worker must pay the spouse  
14 whatever the spouse would have received if the worker *did* retire at that time." (Emphasis in the  
15 original).<sup>6</sup>

16  
17 According to the documents provided by PERS, Plaintiff was first eligible to retire at full  
18 benefits at age 50 because he has completed 20 years of service and because he is police/fire. As  
19 indicated, Plaintiff turned age 50 and had 20 years of service on April 20, 2011.

20  
21 At a minimum, Plaintiff should have been paying Defendant \$2,382.65 per month since  
22 March 2013, through to the present. Attached as Exhibit B, is an arrears calculation of the  
23

24  
25  
26  
27  
28 <sup>6</sup> The holdings in *Sertic* were reaffirmed in *Wolff v. Wolff*, 112 Nev. 1355, 929 P.2d 916 (1996).

community property payments that Plaintiff owes Defendant. Through February 9, 2016, Plaintiff owes Defendant \$91,964.53.<sup>7</sup>

Plaintiff was put on notice a year ago by Defendant that she was owed her one-half share of her community property and that it needed to be paid to her. Plaintiff has blatantly ignored all attempts by Defendant to have him pay to her, her share of her community property. Defendant requests that the \$91,964.53 owed to her by Plaintiff be ordered turned over to her immediately, that Plaintiff be ordered to begin making monthly payments, or that the amount be reduced to judgment and be made collectible by any and all legal means.

Defendant further requests that Plaintiff be ordered to commence paying to Defendant her community property of \$2,382.05 per month as of February 2016. Plaintiff has resumed his employment with the City of Las Vegas and is able to do so, notwithstanding the fact that he had to make payments regardless of his employment status. Again, this is what is required by *Sertic, supra*, by the terms of the QDRO, and the Nevada Family Law Practice Manual.

In case Plaintiff is considering bankruptcy to avoid turning over the community property that he owes to Defendant, Plaintiff should be made aware that there are a long line of Nevada Supreme Court cases that prevent him from doing so. In *Martin v. Martin*,<sup>8</sup> in the Decree, the husband agreed to assume responsibility for Visa charge accounts. The husband then filed for Chapter 7 bankruptcy.

As a result, the wife was left solely responsible for those debts. Because she was now responsible, the wife filed for spousal support. The district court granted the wife's request for

<sup>7</sup> Defendant can make a claim that she is entitled to her share of the community property that was never paid to her when the parties separated because she was no longer receiving any of the income earned by Plaintiff as he was keeping all of that to himself. If that is the case, then Plaintiff will owe Defendant considerably more.

<sup>8</sup> 108 Nev. 384, 832 P.2d 390 (1992)



1 support. The district court specifically found that the husband's promise to hold the wife  
2 "harmless" was an obligation "characterized as in the nature of alimony, maintenance and  
3 support," and that the wife "would have been inadequately supported" without it. The district  
4 court ordered the husband to pay to the wife the amount of the debts he agreed to be responsible  
5 for in the decree, but tried to discharge in bankruptcy. The Supreme Court affirmed. The Court  
6 found the debt payment language qualified as maintenance or support, since without it the  
7 "spouse would be inadequately supported."

8  
9 In *Siragusa v. Siragusa*,<sup>9</sup> the parties were divorced September 1983. The decree  
10 incorporated the parties' property settlement agreement, which provided that the husband make  
11 alimony payments of \$3,000 per month for 60 consecutive months, and that the husband would  
12 purchase the wife's community property interest in the medical practice for \$1.25 million. In  
13 November 1987, the husband filed a Chapter 7 petition for bankruptcy. His property settlement  
14 obligation was discharged but his alimony obligation was not. The wife filed motion to modify  
15 the alimony provisions of the decree, due to the fact the husband's income had increased  
16 substantially since the original decree and that the discharge of the property settlement obligation  
17 in bankruptcy had negatively affected the wife's financial position. The husband's alimony  
18 obligation was increased to include the property settlement he discharged.

19  
20  
21 The Supreme Court affirmed. The Court held that attempting to discharge of a property  
22 settlement obligation in bankruptcy may be taken into account in determining whether the  
23 parties' circumstances have changed sufficiently to justify a modification of alimony. The Court  
24 looked to the Supremacy Clause, but found no preemption of state law permitting alimony  
25 modification "to compensate the wife for the discharged obligation."

26  
27  
28 <sup>9</sup> 108 Nev. 987, 843 P.2d 807 (1992)

1 In *Allen v. Allen*,<sup>10</sup> the husband and wife entered into an oral property settlement; the wife  
2 waived child support, and the husband agreed to pay certain debts and pay \$16,250 to the wife to  
3 equalize the division of community property. The agreement was made during a settlement  
4 conference held by the district court judge, but was not reduced to writing for a year, when the  
5 court entered a divorce decree *nunc pro tunc* adopting the agreement.

6  
7 In the interim, the husband had filed for bankruptcy, and was released from most of the  
8 financial obligations. The wife appealed, claiming that the husband's bankruptcy defrauded her  
9 out of her half of the community property. The wife moved to set aside the decree based upon  
10 fraud and upon the injustice inherent in enforcing the agreement. The district court denied the  
11 motion to set aside the decree on the ground that the relief was "barred by federal law."

12  
13 The Supreme Court reversed. The Court held that there was nothing in bankruptcy law  
14 that would prevent the court from setting aside the decree or from hearing matters relating to  
15 spousal support and community property disposition on their merits. The Supreme Court makes  
16 its position fairly clear, "under no circumstances should one party to a divorce be allowed to take  
17 all of the benefits of the divorce settlement and leave the other party at the disadvantage suffered  
18 by the wife in the present case." *Id.* at 1234.

19  
20 Under NRS 123.220, the PERS retirement benefits are community property.<sup>11</sup> It was  
21 agreed at trial that the retirement benefits are community property. The Decree of Divorce and  
22 the QDRO state that the retirement benefits are community property.

23  
24  
25 <sup>10</sup> 112 Nev. 1230, 925 P.2d 503 (1996).

26 <sup>11</sup> NRS 123.230 states,

27 **Community property defined.** All property, other than that stated in NRS 123.130, acquired after  
28 marriage by either husband or wife, or both, is community property unless otherwise provided by:

1. An agreement in writing between the spouses.
2. A decree of separate maintenance issued by a court of competent jurisdiction.

1 NRS 125.150(1)(b) provides that community property shall be divided equally. *Serie,*  
2 *supra*, the terms of the QDRO, and the Nevada Family Law Practice Manual state that upon first  
3 eligibility for retirement that Plaintiff shall begin making the payments directly to Defendant  
4 because the failure to retire at first eligibility divests Defendant of her community property.<sup>12</sup>

5 There is no dispute that under the documents provided by PERS in Exhibit A and Chapter  
6 286 of the Nevada Revised Statutes that Plaintiff's first eligibility for retirement was April 2011.  
7 There is no dispute that the parties were divorced as of March 2013. There should be no dispute  
8 of any kind that Defendant is entitled, at a minimum, to her community property share of the  
9 retirement benefits from that date forward through to the present.  
10

11 **B. Survivor Benefit**

12 Under *Amie v. Amie*,<sup>13</sup> *Gramanz v. Gramanz*,<sup>14</sup> and *Williams v. Waldman*,<sup>15</sup> assets that  
13 are not divided or "omitted assets," the parties hold the un-adjudicated asset as tenants in  
14 common, and either party may petition the Court for an allocation of that asset.  
15

16 In 2015, the Nevada Legislature passed a new statute regarding omitted assets in  
17 Assembly Bill 362. This statute became effective October 1, 2015. The statute states,  
18

19 A party may file a postjudgment motion in any action for divorce, annulment or separate  
20 maintenance to obtain adjudication of any community property or liability omitted from  
21 the decree or judgment as the result of fraud or mistake. A motion pursuant to this  
22 subsection must be filed within 3 years after the discovery by the aggrieved party of the  
23 facts constituting the fraud or mistake. The court has continuing jurisdiction to hear such

24 3. NRS 125.190.

25 4. A decree issued or agreement in writing entered pursuant to NRS 123.259.

26 <sup>12</sup> It may be noted that as a school teacher, Defendant will not reach her first eligibility for retirement for at least ten  
27 years.

28 <sup>13</sup> 106 Nev. 541, 796 P.2d 233 (1990)

<sup>14</sup> 113 Nev. 1, 930 P.2d 753 (1997)

<sup>15</sup> 108 Nev. 466, 836 P.2d 614 (1992)

1 a motion and shall equally divide the omitted community property or liability between  
2 the parties unless the court finds that:

3 (a) The community property or liability was included in a prior equal disposition  
4 of the community property of the parties or in an unequal disposition of the community  
5 property of the parties which was made pursuant to written findings of a compelling  
6 reason for making that unequal disposition; or (b) The court determines a compelling  
7 reason in the interests of justice to make an unequal disposition of the community  
8 property or liability and sets forth in writing the reasons for making the unequal  
9 disposition. - If a motion pursuant to this subsection results in a judgment dividing a  
10 defined benefit pension plan, the judgment may not be enforced against an installment  
11 payment made by the plan more than 6 years after the installment payment.

12 Neither Plaintiff nor Defendant or their respective counsels ever raised the issue of the  
13 survivor beneficiary. The issue was never raised in the pleadings, was never raised in any  
14 correspondence, was never raised in settlement negotiations, and was never raised during the  
15 trial. The survivor beneficiary designation is an omitted asset. As the Court well knows, should  
16 Plaintiff predecease Defendant her receipt of her community property retirement benefits from  
17 PERS will immediately cease.

18 Exhibit A shows that Plaintiff has made himself the survivor beneficiary. As this is a  
19 long term marriage, 23 years, Defendant is the party who should be made the survivor  
20 beneficiary upon retirement so that she will not be divested of her community property rights in  
21 her retirement benefits.

## 22 C. Child Support

23 In January 2016, Plaintiff had to attend a hearing in front of the Child Support Hearing  
24 Master. At that hearing, Plaintiff was advised that his driver's license was suspended. When he  
25 told the hearing master that he needed a car to get to work, she told him to take a bus. Plaintiff  
26 was ordered held in contempt with any jail time stayed upon the condition that Plaintiff stays  
27 current in his child support obligations.  
28

1 Plaintiff's child support arrears through February 2015, was \$686. Plaintiff's child  
2 support arrears from March 2015, through December 2015 was \$5,210, for total arrears for 2015  
3 of \$5,896.

4 **D. Health Insurance Premiums**


5 Defendant advises that effective January 1, 2016, that the health insurance premiums  
6 allocable to the minor children was raised to \$440 per month. Plaintiff should be paying \$220  
7 per month for his share of the health insurance premium in addition to the child support he is  
8 paying.  
9

10 **E. Plaintiff Was Reinstated To His Job**

11 Plaintiff's appeal of his termination was granted and he was reinstated to his job. By  
12 being reinstated, Plaintiff has had an increase of 20 percent or more to his income. Per NRS  
13 125B.145(4), Plaintiff's child support obligation should be reviewed. Plaintiff also should have  
14 been required to provide a new Financial Disclosure Form detailing his reinstated income.  
15

16 DATED this 9<sup>th</sup> day of February 2016

17 PAGE LAW OFFICE

18  
19  
20   
FRED PAGE, ESQ

21 Nevada Bar No. 6080

22 6145 Spring Mountain Road, Suite 201

23 Las Vegas, Nevada 89146

24 (702) 469-3278

25 Attorney for Defendant  
26  
27  
28

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 9<sup>th</sup> day of February 2016, the foregoing Supplemental Exhibits was served pursuant to AO 14-2 by e-serving a true and correct copy to Bonty Lonardo, Esq. at [info@jjlawlv.com](mailto:info@jjlawlv.com).



An employee of Page Law Office

# EXHIBIT A



2000 N. Nevada Ave.  
Carson City, NV 89403  
Tel: (775) 687-4200  
Fax: (775) 687-5111  
Toll free 1-866-473-7763

1525 S. Carson Ave., Suite 225  
Las Vegas, NV 89119  
Tel: (702) 486-1900  
Fax: (702) 578-6939

## Estimate Calculation for Service Retirement

### I. Member Information:

Richard S. Kilgore      SSN: [REDACTED]      Date of Birth: 04/20/1961

### II. Beneficiary Information:

Toni Kilgore      Relationship: Spouse      Date of Birth: 08/22/1968

### III. Benefit Calculation Effective Dates and Special Notations:

Termination Date: 07/31/2011  
Retirement Date: 08/01/2011

Your service credit has been projected based on full-time employment. Service credit is not earned for any period of leave taken without pay. Unemployment, long-term disability insurance coverage and/or premiums should be addressed to your employer or the administrator of your plan. Our records indicate that we do not have your Survivor or Beneficiary Designation form on file. Please complete and return the enclosed form so we may update our records.

### IV. Benefit Calculation Formula:

Total Service Credit Earned before July 1, 2001 X 1.5% = Service Time Factor  
Total Service Credit Earned after July 1, 2001 X 1.575% = Service Time Factor  
Total of Service Time Factors X Average Monthly Compensation (30 Highest Consecutive Monthly Salary) = Service Retirement Allowance (Your benefit when you are fully eligible to retire)

### V. Benefit Calculation:

Employee Group	Total Service Credit	Total Service Time Factor	Average Compensation	Service Retirement Allowance
Public Employees	22.68	36.8375%	\$ 9189.88	\$ 5228.03

Total Service Retirement Allowance = \$ 5228.03

### VI. Early Retirement Reduction:

Benefit Minus Early Retirement Reduction: \$ 5228.03 - 0.0031 = \$ 5228.03 Unmodified Option 1

(Your early retirement reduction is based on the years, months, and days you are under your retirement age.)

### VII. Optional Monthly Benefits:

Member Actuarial Retirement Age: 50      Beneficiary Actuarial Retirement Age: 52

Unmodified	Retiree	Beneficiary	Age Factors	Comments
Option 1	\$5228.03	\$2614.02	N/A	50% PF Service to Spouse at retiree death if age 50 or greater
Option 2	\$4486.83	\$4486.83	55.44%	Beneficiary receives upon retiree death.
Option 3	\$4817.63	\$2408.82	50.15%	Beneficiary receives 50% upon retiree death.
Option 4	\$4639.35	\$4639.35	48.24%	Beneficiary receives at age 60.
Option 5	\$4822.73	\$2411.68	50.24%	Beneficiary receives 50% at age 60.
Option 6	\$ 0.00	\$ 0.00	0.00%	Beneficiary receives specified amount upon request.
Option 7	\$ 0.00	\$ 0.00	0.00%	Beneficiary receives specified amount at age 60 upon request.

This is an estimate only. Your final benefit calculation may differ from what is projected today due to service credit variations or average compensation variations.

Generated by: MEP

Estimate No: 6568919  
Calc Dt: 01/11/2011

Generate OK  
MF  
Approved: [Signature]



## SURVIVOR BENEFICIARY DESIGNATION

593 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 Fax: (775) 687-0121  
5420 S. Eastern Ave. Suite 200, Las Vegas, NV 89119 (702) 486-3500 Fax: (702) 678-6934

**\*\*THIS FORM SUPERCEDES ALL PRIOR BENEFICIARY DESIGNATIONS\*\***

### Member Information

Name: RICHARD KILGORE Social Security Number: [REDACTED] Employer: CITY LAS VEGAS  
Address: 6509 COLUMBIA FALLS COURT City, State, Zip: LV, NV 89149  
Home Phone: 702-363-2602 Work Phone: 702 299 6070 Birth Date: 4-20-1961

**Family Beneficiary Information.** A spouse is a member's primary beneficiary under NRS 285.671 and may be eligible to receive a lifetime survivor benefit in the event of the member's death prior to retirement. Children under age 18 may be eligible to receive a lump-sum benefit.

Spouse Name: ELEAN KILGORE Social Security Number: [REDACTED] Birth Date: 8-22-69

List all dependent children (born on or before 12/31/2004) who are 18 or less (attach separate sheet if necessary)

Name: ALEXANDRA KILGORE Social Security Number: [REDACTED] Birth Date: 8-22-1995 ☒ CM  
Name: NICHOLAS KILGORE Social Security Number: [REDACTED] Birth Date: 6-29-2000 ☐ CM  
Name: RICHARD BOYD KILGORE Social Security Number: [REDACTED] Birth Date: 6-29-2000 ☐ CM

**Survivor Beneficiary Designation.** This designation is valid only upon the member establishing eligibility for survivor benefits pursuant to NRS 285.677 and 285.678. All members of the system should list at least one primary survivor as the Survivor Beneficiary (not a spouse or trust) to receive a lifetime benefit in the event of the member's death prior to retirement. Additional Payees may be designated to split the payment with the Survivor Beneficiary by percentage. All Additional Payee benefits cease upon death of the designated Survivor Beneficiary. An Additional Payee's percentage will redistribute equally upon their death.

Survivor Beneficiary					
Name: <u>ELEAN KILGORE</u>	SSN: <u>[REDACTED]</u>	Birth Date: <u>8-22-69</u>	<input checked="" type="checkbox"/> <u>CM</u>		100
Address: <u>6509 COLUMBIA FALLS CT</u> City, State, Zip: <u>LV, NV 89149</u>					Percent
<b>Additional Payees:</b> Payable only if member's death occurs on or after January 1, 2014 (Attach separate sheet, if necessary)					
Name: <u>ALEXANDRA KILGORE</u>	SSN: <u>[REDACTED]</u>	Birth Date: <u>8-22-95</u>	<input checked="" type="checkbox"/> <u>CM</u>		33 1/3
Address: <u>6509 COLUMBIA FALLS CT</u> City, State, Zip: <u>LV, NV 89149</u>					Percent
Name: <u>NICHOLAS KILGORE</u>	SSN: <u>[REDACTED]</u>	Birth Date: <u>6-29-2000</u>	<input type="checkbox"/> <u>CM</u>		33 1/3
Address: <u>6509 COLUMBIA FALLS CT</u> City, State, Zip: <u>LV, NV 89149</u>					Percent
Name: <u>RICHARD BOYD KILGORE</u>	SSN: <u>[REDACTED]</u>	Birth Date: <u>6-29-2000</u>	<input type="checkbox"/> <u>CM</u>		33 1/3
Address: <u>6509 COLUMBIA FALLS CT</u> City, State, Zip: <u>LV, NV 89149</u>					Percent
*Survivor Beneficiary & Additional Payee Percentages must be whole numbers and total 100% when added together.					
TOTAL PERCENTAGES FOR SURVIVOR BENEFICIARY + ALL ADDITIONAL PAYEES =					100
					Total

**Beneficiary Designation.** Members should designate someone other than those listed above to receive a one-time lump-sum payment of member contributions, if any, remaining with the system after any and all survivor benefits have been paid. If more than one person is listed, the distribution will be split equally, unless otherwise stated by the member. Attach a separate sheet if necessary.

Name: Camille Kilgore SSN: [REDACTED] Birth Date: 7-21-89 ☐ CM  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Name: BOYD KILGORE SSN: [REDACTED] Birth Date: \_\_\_\_\_  
Address: 1810 THURGOOD ROAD City, State, Zip: HN, NV 89015

I understand that the information designated on this form supercedes all prior Beneficiary Designations that I have submitted on other forms, and that this information only affects records with the Public Employees Retirement System.

Member Signature: [Signature] Date: 10/10/05

For PERS use only  
Name: \_\_\_\_\_ Date Received: \_\_\_\_\_  
PERS OF NEVADA



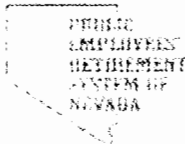
# SURVIVOR BENEFICIARY DESIGNATION

153 W. 3rd Lane, Carson City, NV 89703 (775) 687-1109 Fax (775) 687-5131  
415 W. Washington Ave., Suite 120, Las Vegas, NV 89104 (702) 466-5700 Fax (702) 394-0647  
3920 S. Eastern Ave., Suite 120, Las Vegas, NV 89119 (702) 486-2200 Fax (702) 678-6914  
Toll Free (866) 473-7768

**\*\*THIS FORM SUPERSEDES ALL PRIOR BENEFICIARY DESIGNATIONS\*\***

<b>Member Information</b>		Name Change <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, former Name:	
Name:	RICHARD S. KILGORE		
Address:	6509 COLUMBIA FALLS CT City, State, Zip LV, NV 89147		
Home Phone:	702 368 2612	Work Phone:	702 229 6470
Birth Date:	09/20/1961		
<b>Spouse Information</b> A spouse is a member's primary beneficiary under NRS 281.614 and may be eligible to receive a lifetime benefit in the event of the member's death prior to retirement. If a monthly benefit is not available, the spouse may be eligible to receive a one-time lump-sum payment of any existing member contributions in the system. Children under age 18 may be eligible to receive a limited benefit.			
Spouse Name:	ELENI KILGORE	Spouse Social Security Number:	[REDACTED]
Spouse Birth Date:	08/22/1969		
Listed in member's beneficiary designation on the member's most recent LVS PERS Form.			
Name:	ALEXANDER KILGORE	Spouse Social Security Number:	[REDACTED]
Birth Date:	08/22/95 <input type="checkbox"/> <input checked="" type="checkbox"/>		
Name:	NICHOLAS KILGORE	Spouse Social Security Number:	[REDACTED]
Birth Date:	06-29-2000 <input type="checkbox"/> <input checked="" type="checkbox"/>		
Name:	RICHARD BOYD KILGORE	Spouse Social Security Number:	[REDACTED]
Birth Date:	6-21-2000 <input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>Survivor Beneficiary Designation</b> This designation is valid only upon the member establishing eligibility for survivor benefits pursuant to NRS 280.672 and 280.687. All members of the System should list one person as the Survivor Beneficiary (not a spouse, trust or charitable organization) to receive a lifetime benefit in the event of the member's death or member and spouse's simultaneous death prior to retirement. Additional Payees may be designated to split the payment with the Survivor Beneficiary by percentage. Monthly payments to Additional Payees cease upon the death of the designated Survivor Beneficiary. If a monthly payment is not available and no spouse exists, then the Survivor Beneficiary and Additional Payees may be eligible to split, by percentage designated, a one-time lump-sum payment of any existing member contributions in the System.			
<b>Survivor Beneficiary</b> (If you do not wish to provide a lifetime benefit for Survivor Beneficiary/Additional Payee, select NONE)			
Name:	ALEXANDER KILGORE	SSN:	[REDACTED]
Address:	6509 COLUMBIA FALLS CT	City, State, Zip:	LV, NV 89147
Birth Date:	08/22/1995		<input type="checkbox"/> <input checked="" type="checkbox"/> 40%
<b>Additional Payees</b> (Attach separate sheet if necessary)			
Name:	NICHOLAS KILGORE	SSN:	[REDACTED]
Address:	6509 COLUMBIA FALLS CT	City, State, Zip:	LV, NV 89147
Birth Date:	6-29-2000		<input type="checkbox"/> <input checked="" type="checkbox"/> 30%
Name:	RICHARD BOYD KILGORE	SSN:	[REDACTED]
Address:	6509 COLUMBIA FALLS CT	City, State, Zip:	LV, NV 89147
Birth Date:	6-29-2000		<input type="checkbox"/> <input checked="" type="checkbox"/> 30%
Name:		SSN:	[REDACTED]
Address:		City, State, Zip:	
Birth Date:			<input type="checkbox"/> <input checked="" type="checkbox"/>
*Survivor Beneficiary & Additional Payee Percentages must be whole numbers and total 100% when added together			
TOTAL PERCENTAGES FOR SURVIVOR BENEFICIARY + ALL ADDITIONAL PAYEES *			Total %
<b>Tertiary Beneficiary Designation</b> The tertiary beneficiary may be eligible to receive a one-time lump-sum payment of any existing member contributions in the system when there is no spouse and no Survivor Beneficiary/Additional Payee designated or living and no minor children present. If more than one person is listed, the payment will be split equally unless otherwise stated by the member.			
Name:		SSN:	[REDACTED]
Address:		City, State, Zip:	
Name:		SSN:	[REDACTED]
Address:		City, State, Zip:	
I understand that the information designated on this form supercedes all prior Beneficiary Designations that I have submitted on other forms, and that this information only affects records with the Public Employees' Retirement System.			
Member Signature:	[Signature]		Date: 07-01-2011
For PERS Use - Date Received		RECEIVED	
FEB 01 2011		FEB 01 2011	

LVS PERS



## SURVIVOR BENEFICIARY DESIGNATION

600 S. First Lane, Carson City, NV 89703 (775) 687-1200 Fax (775) 687-3131  
1670 N. Eastern Ave., Suite 100, Las Vegas, NV 89102 (702) 486-0900 Fax (702) 604-0936  
Toll Free (800) 475-7108

**\*\*THIS FORM SUPERSEDES ALL PRIOR BENEFICIARY DESIGNATIONS\*\***

<b>Member Information</b>		Name Change <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Forwent Name:	
Name	KILGORE, RICHARD	System Security Number	██████████
Address	6509 COLUMBIA FALLS CT	City, State, Zip	LAS VEGAS, NV 89149
Home Phone	702-325-3518	Work Phone	(702) 229-6070
		Birth Date	04/20/61

**Family Beneficiary Information.** A spouse or dependent primary beneficiary under NRS 285.034 and may be eligible to receive a lifetime benefit in the event of the member's death prior to retirement. The member's beneficiary may be eligible to receive a one-time lump-sum payment of any existing member contributions in the System. Children under age 18 may be eligible to receive a limited benefit.

Spouse Name		Social Security Number		Birth Date	
Last name, first name, middle initial		and make sure it matches your driver's license			
Name	RICHARD ROYD KILGORE	SSN	██████████	Birth Date	06/25/2006
Name	NICHOLAS RICHARD KILGORE	SSN	██████████	Birth Date	06/29/2010
Name		SSN	██████████	Birth Date	

**Survivor Beneficiary Designation.** This designation is valid only upon the member establishing eligibility for retirement pursuant to NRS 285.072 and 285.076. All members of the System should list one person as the Survivor Beneficiary (not a spouse, trust or charitable organization) to receive a lifetime benefit in the event of the member's death or member and spouse's simultaneous death prior to retirement. Additional Payees may be designated to split the payment with the Survivor Beneficiary by percentage. Monthly payments to Additional Payees cease upon the death of the designated Survivor Beneficiary. If a monthly payment is not available and no spouse exists, then the Survivor Beneficiary and Additional Payees may be eligible to split percentage designated, a one-time lump-sum payment of any existing member contributions to the System.

Survivor Beneficiary (If you do not wish to provide a lifetime benefit for the Survivor Beneficiary (Additional Payee), do not list one.)							
Name	RICHARD R. KILGORE	SSN	██████████	Birth Date	06/29/60	Percent	50%
Address	6509 COLUMBIA FALLS CT	City, State, Zip	LAS VEGAS, NV 89149				
<b>Additional Payee:</b> (Attach separate sheet if necessary)							
Name	NICHOLAS R. KILGORE	SSN	██████████	Birth Date	06/29/60	Percent	50%
Address	6509 COLUMBIA FALLS CT	City, State, Zip	LAS VEGAS, NV 89149				
Name		SSN	██████████	Birth Date		Percent	
Address		City, State, Zip					
*Survivor Beneficiary & Additional Payee Percentages should be whole numbers and total 100% when added together.							
TOTAL PERCENTAGE FOR SURVIVOR BENEFICIARY + ALL ADDITIONAL PAYEES =							100%

<b>Legacy Beneficiary Designation.</b> The legacy beneficiary may be eligible to receive a one-time lump-sum payment of any existing member contributions in the System when there is no spouse and no survivor beneficiary. Additional Payees designated or named and no other children/student payments are being made by the System. If more than one person is listed, the payment will be split equally unless otherwise stated by the member. Attach a separate sheet if necessary.							
Name	ROYCE KILGORE	SSN	██████████	Birth Date	7/16/1960	Percent	100%
Address	1810 TILGOWOOD	City, State, Zip	HN, NY 22405				
Name	MICHAEL KILGORE	SSN	██████████	Birth Date	8/16/1965	Percent	100%
Address	1810 TILGOWOOD	City, State, Zip	HN, NY 22405				

I understand that the information designated on this form supercedes all prior Beneficiary Designations that I have submitted on other forms, and that this information only affects records with the Public Employees Retirement System.

Member Signature: [Signature] Date: 1/23/13

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JAN 18 2013

LVS PERS



## SURVIVOR BENEFICIARY DESIGNATION

693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 Fax (775) 687-5131  
7455 W. Washington Ave., Suite 150, Las Vegas, NV 89128 (702) 486-3900 Fax (702) 364-0697  
5820 S. Eastern Ave. Suite 220, Las Vegas, NV 89119 (702) 486-3900 Fax (702) 678-6934  
Toll Free: (866) 473-7768

**\*\*THIS FORM SUPERSEDES ALL PRIOR BENEFICIARY DESIGNATIONS\*\***

<b>Member Information</b>		Name Change <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Former Name: _____	
Name: <u>Richard Kilgore</u>	Social Security Number: _____	Employer: <u>CLV</u>	
Address: <u>6509 COLUMBIA FALLS</u>	City, State, Zip: <u>LV NV 89149</u>		
Home Phone: <u>702 325 3515</u>	Work Phone: _____	Birth Date: <u>4/20/61</u>	
<b>Family Beneficiary Information.</b> A spouse is a member's primary beneficiary under NRS 286.674 and may be eligible to receive a lifetime benefit in the event of the member's death prior to retirement. If a monthly benefit is not available, the spouse may be eligible to receive a one-time lump-sum payment of any existing member contributions in the System. Children under age 18 may be eligible to receive a limited benefit.			
Spouse Name: _____	Social Security Number: _____	Birth Date: _____	
List all unmarried children (biological or legally adopted) under age 18. (Attach separate sheet if necessary.)			
Name: _____	Social Security Number: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Name: _____	Social Security Number: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Name: _____	Social Security Number: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
<b>Survivor Beneficiary Designation.</b> This designation is valid only upon the member establishing eligibility for survivor benefits pursuant to NRS 286.672 and 286.676. All members of the System should list one person as the Survivor Beneficiary (not a spouse, trust or charitable organization) to receive a lifetime benefit in the event of the member's death or member and spouse's simultaneous death prior to retirement. Additional Payees may be designated to split the payment with the Survivor Beneficiary by percentage. Monthly payments to Additional Payees cease upon the death of the designated Survivor Beneficiary. If a monthly payment is not available and no spouse exists, then the Survivor Beneficiary and Additional Payees may be eligible to split, by percentage designated, a one-time, lump-sum payment of any existing member contributions in the System.			
<b>Survivor Beneficiary:</b> (If you do not wish to provide a lifetime benefit for Survivor Beneficiary/Additional Payees, indicate NONE.)			
Name: <u>RICHARD BOYD KILGORE</u>	SSN: _____	Birth Date: <u>06-28-00</u>	<input type="checkbox"/> M <input type="checkbox"/> F
Address: <u>6509 COLUMBIA FALLS</u>	City, State, Zip: <u>LV NV 89149</u>		100 Percent*
<b>Additional Payees:</b> (Attach separate sheet, if necessary)			
Name: _____	SSN: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Address: _____	City, State, Zip: _____		Percent*
Name: _____	SSN: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Address: _____	City, State, Zip: _____		Percent*
Name: _____	SSN: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Address: _____	City, State, Zip: _____		Percent*
*Survivor Beneficiary & Additional Payee Percentages must be whole numbers and total 100% when added together			100 Total %
TOTAL PERCENTAGES FOR SURVIVOR BENEFICIARY + ALL ADDITIONAL PAYEES =			
<b>Tertiary Beneficiary Designation.</b> The tertiary beneficiary may be eligible to receive a one-time lump-sum payment of any existing member contributions in the System when there is no spouse and no Survivor Beneficiary/Additional Payee designated or living and no minor child/student payments are being made by the System. If more than one person is listed, the payment will be split equally unless otherwise noted by the member. Attach a separate sheet if necessary.			
Name: _____	SSN: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Address: _____	City, State, Zip: _____		
Name: _____	SSN: _____	Birth Date: _____	<input type="checkbox"/> M <input type="checkbox"/> F
Address: _____	City, State, Zip: _____		
I understand that the information designated on this form supersedes all prior Beneficiary Designations that I have submitted on other forms, and that this information only affects credits with the Public Employees' Retirement System.			
Member Signature: _____	Date: <u>11-24-15</u>		

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JAN 11 2016

PERS OF NEVADA

# EXHIBIT B

Arrearage Calculation Summary  
Richard Kilgore v. Eleni Kilgore

Page: 1

Report Date: 02/08/2016

Summary of Amounts Due

Total Principal Due 02/09/2016: \$85753.80  
Total Interest Due 02/09/2016: \$6210.73  
Total Penalty Due 02/09/2016: \$0.00  
Amount Due if paid on 02/09/2016: \$91964.53  
Amount Due if paid on 02/10/2016: \$91964.53  
Daily Amount accruing as of 02/10/2016: \$0.00

Accumulated Arrearage and Interest Table

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
03/01/2013	2382.05	03/01/2013	0.00	2382.05	0.00
04/01/2013	2382.05	04/01/2013	0.00	4764.10	10.62
05/01/2013	2382.05	05/01/2013	0.00	7146.15	31.17
06/01/2013	2382.05	06/01/2013	0.00	9528.20	63.04
07/01/2013	2382.05	07/01/2013	0.00	11910.25	104.15
08/01/2013	2382.05	08/01/2013	0.00	14292.30	157.26
09/01/2013	2382.05	09/01/2013	0.00	16674.35	220.99
10/01/2013	2382.05	10/01/2013	0.00	19056.40	292.94
11/01/2013	2382.05	11/01/2013	0.00	21438.45	377.91
12/01/2013	2382.05	12/01/2013	0.00	23820.50	470.42
01/01/2014	2382.05	01/01/2014	0.00	26202.55	576.63
02/01/2014	2382.05	02/01/2014	0.00	28584.60	693.47
03/01/2014	2382.05	03/01/2014	0.00	30966.65	808.59
04/01/2014	2382.05	04/01/2014	0.00	33348.70	946.66
05/01/2014	2382.05	05/01/2014	0.00	35730.75	1090.57
06/01/2014	2382.05	06/01/2014	0.00	38112.80	1249.89
07/01/2014	2382.05	07/01/2014	0.00	40494.85	1414.35
08/01/2014	2382.05	08/01/2014	0.00	42876.90	1594.91
09/01/2014	2382.05	09/01/2014	0.00	45258.95	1786.09
10/01/2014	2382.05	10/01/2014	0.00	47641.00	1981.39
11/01/2014	2382.05	11/01/2014	0.00	50023.05	2193.81
12/01/2014	2382.05	12/01/2014	0.00	52405.10	2409.67
01/01/2015	2382.05	01/01/2015	0.00	54787.15	2643.34
02/01/2015	2382.05	02/01/2015	0.00	57169.20	2887.63
03/01/2015	2382.05	03/01/2015	0.00	59551.25	3117.87
04/01/2015	2382.05	04/01/2015	0.00	61933.30	3383.40
05/01/2015	2382.05	05/01/2015	0.00	64315.35	3650.65
06/01/2015	2382.05	06/01/2015	0.00	66697.40	3937.43
07/01/2015	2382.05	07/01/2015	0.00	69079.45	4225.23
08/01/2015	2382.05	08/01/2015	0.00	71461.50	4533.25
09/01/2015	2382.05	09/01/2015	0.00	73843.55	4851.89
10/01/2015	2382.05	10/01/2015	0.00	76225.60	5170.53
11/01/2015	2382.05	11/01/2015	0.00	78607.65	5510.41
12/01/2015	2382.05	12/01/2015	0.00	80989.70	5849.61

01/01/2016	2382.05	01/01/2016	0.00	83371.75	6210.73
02/01/2016	2382.05	02/01/2016	0.00	85753.80	6210.73
02/09/2016	0.00	02/09/2016	0.00	85753.80	6210.73
	-----		-----	-----	-----
Totals	85753.80		0.00	85753.80	6210.73

\* Indicates a payment due is designated as child support.

Notes: Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00% from Jan 1960 to Jun 1979		8.00% from Jul 1979 to Jun 1981
12.00% from Jul 1981 to Jun 1987		10.25% from Jul 1987 to Dec 1987
10.75% from Jan 1988 to Jun 1988		11.00% from Jul 1988 to Dec 1988
12.50% from Jan 1989 to Jun 1989		13.00% from Jul 1989 to Dec 1989
12.50% from Jan 1990 to Jun 1990		12.00% from Jul 1990 to Jun 1991
10.50% from Jul 1991 to Dec 1991		8.50% from Jan 1992 to Dec 1992
8.00% from Jan 1993 to Jun 1994		9.25% from Jul 1994 to Dec 1994
10.50% from Jan 1995 to Jun 1995		11.00% from Jul 1995 to Dec 1995
10.50% from Jan 1996 to Jun 1996		10.25% from Jul 1996 to Jun 1997
10.50% from Jul 1997 to Dec 1998		9.75% from Jan 1999 to Dec 1999
10.25% from Jan 2000 to Jun 2000		11.50% from Jul 2000 to Jun 2001
8.75% from Jul 2001 to Dec 2001		3.50% from Jan 2011 to Dec 2011
5.25% from Jan 2012 to Dec 2015		0.00% from Jan 2016 to Jun 2016

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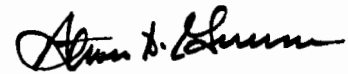
Program Installation Not Completed

Program Installation Not Completed

Program Installation Not Completed

Program Installation Not Completed

\* End Of Report \*



CLERK OF THE COURT

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

RICHARD KILGORE,

Plaintiff,

vs.

Case No. D-12-459171-D

Dept. No. I

ELENI KILGORE,

Defendant,

**ORDER SETTING EVIDENTIARY HEARING**

**NOTICE:** This Order sets forth critical dates and times for important proceedings in this case. It is the responsibility of the attorneys for the litigants or litigants appearing in proper person to meet the deadlines and to appear for the following required proceedings:

**EVIDENTIARY HEARING DATE**

**MONDAY, JULY 25, 2016 at 1:30 p.m.**

**(stack #1)**

**CALENDAR CALL DATE**

**WEDNESDAY, JUNE 22, 2016 at 9:30 a.m.**

**PRE-TRIAL MEMORANDUM DUE DATE**

**WEDNESDAY, JUNE 22, 2016 by 9:30 a.m.**

**DISCOVERY CUT-OFF DATE**

**WEDNESDAY, JUNE 22, 2016 by 9:30 a.m.**



1                                   **LIST OF WITNESSES & EXHIBITS DUE DATE**

2                                   **WEDNESDAY, JUNE 22, 2016 by 9:30 a.m.**

3                                   **UPDATED FINANCIAL DISCLOSURE FORMS DUE DATE:**

4                                   **WEDNESDAY, JUNE 22, 2016 by 9:30 a.m.**

5                                   **The failure to appear for the Evidentiary**  
6                                   **Hearing may result in a dismissal of the case, a**  
7                                   **default judgment against the non-appearing party,**  
8                                   **or other appropriate sanctions, consistent with**  
9                                   **EDCR 2.69.**

10  
11                                   **IT IS HEREBY ORDERED** that the Evidentiary Hearing Brief outlining the  
12 issues to be addressed at the Evidentiary Hearing shall be filed at least three (3)  
13 judicial days prior to the Evidentiary Hearing or unless specified by the Court.  
14 Unless all issues have been fully resolved, the failure of one party to timely  
15 submit an Evidentiary Hearing brief will result in the issuance of sanctions of  
16 \$150.00 A copy of same is to be hand-delivered to the Judge's chambers and  
17 served on opposing counsel the same day.

18  
19                                   **IT IS FURTHER ORDERED** that all discovery shall be completed not later  
20 than thirty (30) days prior to the Evidentiary Hearing or unless is specified by the  
21 Court.

22  
23                                   **IT IS FURTHER ORDERED** that this case will be tried in such an order as  
24 the court directs. No continuances will be granted to either party unless written  
25 application is made to the Court, served upon opposing counsel and a hearing  
26 held at least three (3) days prior to the time of the Evidentiary Hearing.

27                                   **IT IS FURTHER ORDERED** that both parties shall file updated Financial  
28

1 Disclosure forms if there have been any changes to the ones previously filed  
2 three (3) days prior to the Evidentiary Hearing.  
3

4 **IT IS FURTHER ORDERED** that the Judge's Chambers shall be given  
5 immediate notice of any settlement or other action which will result in the  
6 Evidentiary Hearing not going forward.

7 **IT IS FURTHER ORDERED** that any and all Exhibits and Witness Lists  
8 must be delivered to chambers at least one (2) judicial day prior to the  
9 Evidentiary Hearing for marking.  
10

11 DATED this 17<sup>th</sup> day of February, 2016.

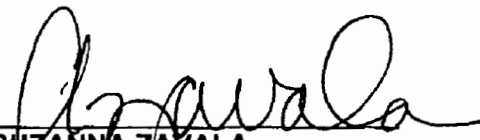
12   
13 **CHERYL B. MOSS**  
14 District Judge

15 **CERTIFICATE OF SERVICE**

16 I hereby certify that on the above file stamped date, a copy of the attached  
17 **Order Setting Evidentiary Hearing** was placed in the folder of  
18 Plaintiff's/Defendant's counsel located in the Clerk of the Court's Office:

19 **FRED PAGE, ESQ.**  
20 Attorney for Plaintiff

21 **JANICE JACOVINO, ESQ.**  
22 Attorney for Defendant

23   
24 **SUZANNA ZAVALA**  
25 Judicial Executive Assistant to the  
26 Honorable Cheryl B. Moss  
27  
28

PRE-TRIAL MEMORANDUM

I.

STATEMENT OF ESSENTIAL FACTS

- A. Names and ages of the parties.
- B. Date of Marriage.
- C. Resolved issues, including agreed resolution.
- D. Statement of unresolved issue.

II.

CHILD CUSTODY

- A. Names, birth dates, and ages of the children.
- B. Statement of provisions setting forth your requested custody and visitation order. If some issues of legal and/or physical custody are resolved, note the resolution and define the disputed areas. Specific suggested order provisions are requested.

III.

CHILD SUPPORT

- A. Prepare and attach an Affidavit of Financial Conditions. If one has been previously prepared, an updated and current form is required only if there are changes to prior affidavits. However, the most current affidavit is required to be attached.
- B. Set forth with specificity the amount of support requested to be paid and a brief statement of any special factors which you believe impact the amount of support to be paid.

IV.

SPOUSAL SUPPORT

- A. State whether spousal support is requested and if so, whether the support requested is permanent or rehabilitative.
- B. If spousal support is requested, state the amount of support requested and if rehabilitative, the duration for which support is requested.

C. Set forth the factors, in brief, that you request the Court consider in establishing the amount of support or in denying or limiting the amount of support requested by the other party.

D. If an Affidavit of Financial Conditions has not been submitted, and support is requested, each party must submit and attach a current Affidavit of Financial Conditions or attach a copy of any previously filed Affidavit providing that the previously filed affidavit is current.

V.

PROPERTY AND DEBTS

A. Prepare a list of all substantial property in accordance with the property Exhibit attached hereto. This Exhibit is required to be complete to the best information of the parties.

B. Prepare a list of all secured and unsecured indebtedness including the creditors names, amount owed, and property secured by the obligation in accordance with the debt Exhibit attached hereto.

C. Define all contested legal and factual issues intended to be presented to the Court at time of trial regarding property and debts.

VI.

ATTORNEY'S FEES

If request is made for payment of attorney=s fees and costs, provide the amount of fees and costs incurred to date. Note additionally the amount of fees that have been paid and the amount remaining due and owing.

VII.

LIST OF WITNESSES

Other than the parties and resident witness, list all witnesses intended to be called by you. Further provide a brief summary of the witnesses= anticipated testimony.

VIII.

LIST OF EXHIBITS

List and identify specifically each item of evidence intended to be introduced by you at the time of trial.

IX.

UNUSUAL LEGAL OR FACTUAL ISSUES PRESENTED

List all other unusual legal or factual issues that you anticipate will be raised at trial. Sufficiently explain the issues presented so that the Court may understand the issues presented clearly. Citations of authorities should also be provided.

X.

LENGTH OF TRIAL

Length of Trial: \_\_\_\_\_

This Memorandum is a form only but should be followed where possible. Additional sections may be included at the discretion of the party. The intention is to provide the Court with a clear indication of the resolved and unresolved issues to expedite the trial time and to assist the Court in reaching a fair and speedy decision.

V. \_\_\_\_\_

ASSET SCHEDULE

ASSET	Your opinion regarding value (gross)	Manner in which title is held	Name of Creditor with obligation secured on asset & loan balance	PROPOSED DISTRIBUTION
<b>Example:</b> Home 4444 Fourth St. Las Vegas, NV	\$100,000	Joint tenancy	AAA Mortgage Co. \$45,000	Sell and divide proceeds

Page \_\_\_\_ of \_\_\_\_

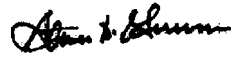
v.

DEBT SCHEDULE

CREDITOR	AMOUNT OWED	Assets securing obligation	PROPOSED RESOLUTION
<u>Example:</u> ABC Creditor Inc.	\$25,000	First Trust Deed on residence at 123 6th Street, Las Vegas, NV	Debt paid from proceeds of sale

Page \_\_\_\_ of \_\_\_\_

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CLERK OF THE COURT

1 ORDER  
2 FRED C. PAGE, ESQ.  
3 Nevada Bar: 6080  
4 PAGE LAW OFFICE  
5 6145 Spring Mountain Road, Suite 201  
6 Las Vegas, Nevada 89146  
7 Phone: (702) 469-3278  
8 Facsimile: (702) 628-8884

9 *Attorney for Defendant*

10 DISTRICT COURT, FAMILY DIVISION

11 CLARK COUNTY, NEVADA

12 RICHARD KILGORE,

13 Plaintiff,

14 vs.

15 ELENI KILGORE,

16 Defendant.

CASE NO:

D-12-459171-D

DEPT. NO:

1

17 ORDER FROM FEBRUARY 9, 2016 HEARING

18 The status check hearing on financial issues came on for hearing on February 9, 2016, at  
19 1:30 p.m. in front of the Hon. Cheryl Moss. Defendant, ELENI KILGORE, was present and was  
20 represented by and through her counsel, Fred Page, Esq. Plaintiff, RICHARD KILGORE, was  
21 present and was represented by and through his counsel, Janice Jacovino, Esq. The Court having  
22 reviewed the papers and pleadings on file and having entertained oral argument hereby enters the  
23 following orders:

24 THE COURT ORDERED the following:

- 25
- 26 1. The Motion set for March 15, 2016, is vacated.
  - 27 2. Temporarily without prejudice, Plaintiff/Dad shall pay \$1,500.00 per month for  
28 child support. The amount is in conformance with NRS 125B.070.



- 1 3. Temporarily without prejudice, Plaintiff/Dad shall pay \$1,200.00 per month for  
2 Defendant/Mom's PERS payment.
- 3 4. Counsel is to stipulate to their PERS experts, Defendant has Sonya Hellwinkel,  
4 PERS Representative, and may have Attorney Marshal Willick, Esq. as he is not  
5 disqualified. Plaintiff may choose his own expert and notify Defendant's Counsel.  
6
- 7 5. Payments for the child support and PERS payments can be made on the 15th and  
8 last day of each month. Payments shall begin February 2016.
- 9 6. An evidentiary hearing is scheduled for July 25, 2016, at 1:30 p.m. on track #1  
10 regarding the outstanding financial issues of:  
11 a. The Survivor Beneficiary designation for the Nevada Public Employees  
12 retirement account for both pre and post retirement designations.  
13 b. The omitted vacation and sick pay that Plaintiff received when he was  
14 terminated from the City of Las Vegas but was never divided.  
15 c. The property equalization payments for the defined benefit plan that were to  
16 be made to Defendant by Plaintiff upon Plaintiff's first eligibility for  
17 retirement but that were never made.  
18 d. The Hartford Deferred Compensation Account in Plaintiff's name that was  
19 never divided.  
20 7. The calendar call is scheduled for June 22, 2016, at 9:30 a.m. Discovery shall  
21 close June 22, 2016. Pre-Trial Memos along with the final List of Witnesses and Exhibits are  
22 due on or before Calendar Call.  
23 8. Discovery is open on omitted assets.  
24  
25  
26  
27  
28

9. Pursuant to EDCR 7.50, the Minutes shall stand as an Order until the Order is prepared by Attorney Page and signed off by Attorney Jacovino.

**CHILD SUPPORT NOTICES**

NOTICE IS HEREBY GIVEN to both parties that the parent having the child support obligation is subject to NRS 125.450 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.145, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.140, if an installment of an obligation to pay support for a child becomes delinquent, the Court shall determine interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due. Interest shall continue to accrue on the amount ordered until it is paid, and additional

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.095, if an installment of an obligation to pay support for a child becomes delinquent in the amount owed for one month's

///

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support, a 10% per annum penalty must be added to the delinquent amount.

DATED this 01 of February 2016.  
MAR 01 2018

Respectfully submitted:  
PAGE LAW OFFICE

FRED PAGE, ESQ.  
Nevada Bar No.: 6080  
6145 Spring Mountain Road, Suite 201  
Las Vegas, Nevada 89146  
Phone: (702) 469-3278

Attorney for Defendant

Approved as to Form & Content:  
LONARDO & JACOVINO

JANICE JACOVINO, ESQ.  
Nevada Bar No. 11612  
7465 West Lake Mead Blvd. #100  
Las Vegas, Nevada 89128  
(702) 562-8125

Attorney for Plaintiff

1 CERT

Case no. R-13-180572-R

2 CERTIFICATE OF MAILING

3 The Copy of Order D-12-459171-D was served upon Richard Scott Kilgore by mailing a copy  
4 thereof, first class mail, postage prepaid to:

5  
6 Richard Scott Kilgore  
7 1810 Thoroughbred Rd  
8 Henderson NV 89002

9 on 3/31/2016

10

11

12

/s/C. Scott  
Employee, District Attorney's Office  
Family Support Division

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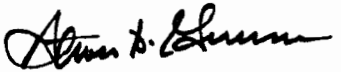
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28

LDPY01

FDF

Name: Janice Jacovino, Esq.  
Address: 7465 W Lake Mead Blvd. Ste.100  
Las Vegas, Nevada, 89128  
Phone: 702-562-8125  
Email: info@ljlawlv.com  
Attorney for Plaintiff  
Nevada State Bar No. 11612

  
CLERK OF THE COURT

Eighth Judicial District Court  
Clark County, Nevada

<u>KILGORE, RICHARD</u> Plaintiff,	Case No. _____
vs. <u>KILGORE, ELENI</u> Defendant.	Dept. <u>I</u>

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) RICHARD KILGORE  
2. How old are you? 54 3. What is your date of birth? 4/20/61  
4. What is your highest level of education? HIGH SCHOOL

B. Employment Information:

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

☐ No

☒ Yes

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
1-4-16	CITY LAS VEGAS	MARSHAL	M-TH	DAYS

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? \_\_\_\_\_

What agency certified you disabled? \_\_\_\_\_

What is the nature of your disability? \_\_\_\_\_

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

Prior Employer CITY LAS VEGAS Date of Hire 4-8-89 Date of Termination 10-14-14  
Reason for Leaving: TERMINATED BECAUSE OF EX WIFE BOYFRIEND

## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending JAN 30, 16 my gross year to date pay is 8076.24.

### B. Determine your Gross Monthly Income.

Hourly Wage

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

Annual Salary

<u>8076.24</u>	÷	12	=	<u>7,217.68</u>
Annual Income		Months		Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			0
Bonuses			0
Car, Housing, or Other allowance:			0
Commissions or Tips:			0
Net Rental Income:			0
Overtime Pay			0
Pension/Retirement:			0
Social Security Income (SSI):			0
Social Security Disability (SSD):			0
Spousal Support			0
Child Support			0
Workman's Compensation			0
Other:			0
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B and C above)	<u>7,217.68</u>
--	-----------------

### D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	522.00
2.	Federal Health Savings Plan	0
3.	Federal Income Tax	1,590.64
4.	Health Insurance Amount for you: 51.18 For Opposing Party: For your Child(ren):	51.18
5.	Life, Disability, or Other Insurance Premiums	0
6.	Medicare	106.20
7.	Retirement, Pension, IRA, or 401(k)	498.61
8.	Savings	0
9.	Social Security	0
10.	Union Dues	66.00
11.	Other: (Type of Deduction)	37.00
Total Monthly Deductions (Lines 1-11)		2,871.63

### Business/Self-Employment Income & Expense Schedule

#### A. Business Income:

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

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

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

### Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me	Other Party	For Both
Alimony/Spousal Support		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Auto Insurance		202.00		
Car Loan/Lease Payment		499.78		
Cell Phone		200.00		
Child Support (not deducted from pay)		<input checked="" type="checkbox"/>		
Clothing, Shoes, Etc...		25.00		
Credit Card Payments (minimum due)		25.00		
Dry Cleaning		50.00		
Electric		350.00		
Food (groceries & restaurants)		600.00		
Fuel		240.00		
Gas (for home)		35.00		
Health Insurance (not deducted from pay)		100.00		
HOA		<input checked="" type="checkbox"/>		
Home Insurance (if not included in mortgage)		30.00		
Home Phone		25.00		
Internet/Cable		150.00		
Lawn Care		<input checked="" type="checkbox"/>		
Membership Fees		<input checked="" type="checkbox"/>		
Mortgage/Rent/Lease		1,215.00		
Pest Control		<input checked="" type="checkbox"/>		
Pets		100.00		
Pool Service		<input checked="" type="checkbox"/>		
Property Taxes (if not included in mortgage)		<input checked="" type="checkbox"/>		
Security		<input checked="" type="checkbox"/>		
Sewer		<input checked="" type="checkbox"/>		
Student Loans		<input checked="" type="checkbox"/>		
Unreimbursed Medical Expense		150.00		
Water		35.00		
Other:		6,103.41		
<b>Total Monthly Expenses</b>				



### Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	NICHOLAS KILGORE	6/29/00	50/50		
2 <sup>nd</sup>	RICHARD KILGORE	6/29/00	50/50		
3 <sup>rd</sup>					
4 <sup>th</sup>					

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

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	0	100		
Child Care	0	0		
Clothing	0	50.00		
Education	0	0		
Entertainment	0	50.00		
Extracurricular & Sports	0	50.00		
Health Insurance (if not deducted from pay)	91.50	91.50		
Summer Camp/Programs	0	0		
Transportation Costs for Visitation	0	0		
Unreimbursed Medical Expenses				
Vehicle	0	0		
Other:				
<b>Total Monthly Expenses</b>	<b>91.50</b>	<b>341.50</b>		

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

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

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	2011 FORD TRUCK F150	\$ 10,000	- \$ 10,500	= \$ 0 - 500.00	RICHARD
2.		\$	- \$	= \$ 0	
3.		\$	- \$	= \$ 0	
4.		\$	- \$	= \$ 0	
5.		\$	- \$	= \$ 0	
6.		\$	- \$	= \$ 0	
7.		\$	- \$	= \$ 0	
8.		\$	- \$	= \$ 0	
9.		\$	- \$	= \$ 0	
10.		\$	- \$	= \$ 0	
11.		\$	- \$	= \$ 0	
12.		\$	- \$	= \$ 0	
13.		\$	- \$	= \$ 0	
14.		\$	- \$	= \$ 0	
15.		\$	- \$	= \$ 0	
Total Value of Assets (add lines 1-15)		\$	- \$	= \$	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	CAPITAL ONE	\$ 500.00	RICHARD
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$	

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I ~~(have)~~ have not) JANICE JACOVINO retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 5,800<sup>00</sup> on my behalf.
3. I have a credit with my attorney in the amount of \$ 0<sup>00</sup>.
4. I currently owe my attorney a total of \$ 2,000<sup>00</sup>.
5. I owe my prior attorney a total of \$ \_\_\_\_\_.

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

PL I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

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

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

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

[Signature]  
Signature

4/FEB/16  
Date

## CERTIFICATE OF SERVICE

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

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

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

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


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

Executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

## LV Employee Self Service

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## Payslip

For any questions or concerns, contact the CLV Payroll Section @ (702)229-6828 or payrollsection@lasvegasnevada.gov

Choose a Payslip 05-FEB-2016 - 890123 - Check 1 ▾

Go

Employee	Richard S. Kilgore	Employer name	MC - Criminal
Employee Number	890123	Organization	MC - Criminal
Location	MC MARSHAL UNIT *	Bargaining Unit	PPA
Position	016126.RG.R.11500.Municipal Court	Grade	PMA.9
Employee Address	Marshal.EARLY.D. 1810 Thoroughbred Henderson NV 89002		

## Pay Period and Salary

Pay Period	Payment Date	Pay Begin Date	Pay End Date	Pay Rate	Annual Salary
Bi-Week	05-Feb-2016	17-Jan-2016	30-Jan-2016	3331.24	86612.24

## Summary

Current or YTD	Gross	Pre-Tax	Taxes	Deductions	Net Pay
Current	3664.41	2.66	795.32	268.39	2598.04
YTD	11451.20	7.98	2561.84	805.17	8076.21

## Hours and Earnings

Description	Start Date	End Date	Current Hours	Current Amount	YTD Hours	YTD Amount
Longevity Pay				333.13		999.39
Holiday Off			10.00	416.41	10.00	416.41
Sick Used			0.00	0.00	10.00	416.41
Vac Used			2.00	83.29	6.00	249.86
Regular Hours			68.00	2831.58	134.00	5579.85
Hol Straight Time				0.00	10.00	458.00
Admin Leave				0.00	80.00	3331.28

## Rate Details

Pre-Tax Deductions			Taxes		
Description	Current	YTD	Description	Current	YTD
Vision PLUS PRE	2.66	7.98	Federal Tax	742.22	2395.91
			Medicare	53.10	165.93

After-Tax Deductions	Accruals
----------------------	----------

Description	Current	YTD	Description	Balance
NV Child Sup1	240.46	721.38	Banked	0.00
NV Child Sup1 Fees	3.00	9.00	LV Vac	43.99
SupLifeEE Ins	22.15	66.45	LV FMLA	0.00
NV Child Sup St Fee	2.00	6.00	LV Sick	16.00
AccDeath Ins	0.78	2.34	LV TILO	0.00
			Furlough	0.00
			LV Mil Res	0.00
			LV Sick Surplus	0.00

#### Tax Withholding Information

Type	Marital Status	Exemptions	Secondary Exemptions	Additional Amount	Override Amount	Override Percentage
Federal	Single	1		50.00	0.00	0
Nevada	No State Withholding Tax	0		0.00	0.00	0

#### Net Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
580500038	Chase	C	XXXXX7906	2598.04

#### Other Information

Description	Value
Estimated employee PERS contribution	498.61

The PERS Act requires that employees pay half of their retirement contribution through a reduction in current wage or a reduction in a planned increase. PERS is required to give the employee credit towards their 36 month highest average for PERS eligible compensation. The estimation listed is based on regular retirement contributions, not Public Safety retirement. Contact PERS @ 866-473-7768 with any questions on retirement benefits.

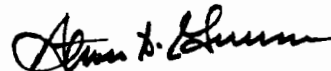
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#### TP Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
580500728	Joint UPIC Account	C	XXXX9446	240.46

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CLERK OF THE COURT

1 PMEM

2 FRED PAGE, ESQ.

3 Nevada Bar: 6080

4 PAGE LAW OFFICE

5 6145 Spring Mountain Road, Suite 201

6 Las Vegas, Nevada 89146

7 Phone: (702) 469-3278

8 Facsimile: (702) 628-9884

9 E-mail: [fpagelaw@pagelawoffices.com](mailto:fpagelaw@pagelawoffices.com)

10 Attorney for Defendant

11  
12 DISTRICT COURT, FAMILY DIVISION  
13 CLARK COUNTY, NEVADA

14 RICHARD KILGORE,

15 Plaintiff.

16 vs.

17 ELENI KILGORE,

18 Defendant.

CASE NO.: D-12-459171-D

DEPT. NO.: 1

Hearing Date: June 22, 2016

Hearing Time: 9:30 a.m.

19  
20 **DEFENDANT'S PRE-TRIAL MEMORANDUM**

21 Defendant, ELENI KILGORE, by and through her counsel, Fred Page, Esq., hereby  
22 submits her Pre-Trial Memorandum pursuant to EDCR 5.87:

23 **I.**

24 **STATEMENT OF ESSENTIAL FACTS**

25 A. Names of the parties:

26 1. ELENI KILGORE, Defendant, age 46

27 2. RICHARD KILGORE, Plaintiff, age 54

28 B. Date of Divorce: March 13, 2013

C. Names and Ages of the Children: Nicholas and Richard, Jr., both 15 years of age.

///





1 retirement, and that if a worker does not retire at first eligibility, the worker must pay the spouse  
2 whatever the spouse would have received if the worker *did* retire at that time.”<sup>3</sup>

3 At the February 9, 2016, hearing, Richard was ordered to pay \$1,500 per month in child  
4 support. Temporarily, and without prejudice, Richard was ordered to pay \$1,200 per month to  
5 Eleni for her PERS payment. Payments were to be made on the 15<sup>th</sup> and last day of each month.  
6

7 Despite multiple requests, Richard has refused to pay Eleni anything. Richard’s refusal  
8 to pay anything is contempt.

9 **B. Division of Omitted Assets**

10 At trial, there was no discussion of any kind of any of the other benefits that Richard had  
11 through his employment with Clark County. The deferred compensation account was never  
12 discussed, was never divided and the vacation/sick pay was never divided.  
13

14 Under *Amie v. Amie*,<sup>4</sup> *Gramanz v. Gramanz*,<sup>5</sup> and *Williams v. Waldman*,<sup>6</sup> assets that are  
15 not divided or “omitted assets,” the parties hold the un-adjudicated asset as tenants in common,  
16 and either party may petition the Court for an allocation of that asset. This situation is  
17 distinguishable from *Down v. Wilkerson*,<sup>7</sup> in that in *Down*, the retirement account was raised,  
18 discussed, and then ignored.  
19  
20  
21  
22

23 <sup>3</sup> 111 Nev. 1194, 901 P.2d 148 (1995).

24 <sup>4</sup> Nevada Family Law Practice Manual, 2F.34 (emphasis in the original).

25 <sup>5</sup> 106 Nev. 541, 796 P.2d 233 (1990).

26 <sup>6</sup> 113 Nev. 1, 930 P.2d 753 (1997).

27 <sup>7</sup> 108 Nev. 466, 836 P.2d 614 (1992).

28 <sup>8</sup> 130 Nev. Adv. Op. 48 (June 26, 2014)

1 In any event, on May 25, 2015, during the the most recent legislative session the *Doan*  
2 opinion was overturned by the Nevada Legislature in A.B. 362.<sup>8</sup> In that bill, NRS 125.150 was  
3 amended to include authority a party may file a post-judgment motion to obtain the division of  
4 omitted community property assets omitted from the Decree by fraud or mistake.<sup>9</sup> A three year  
5 statute of limitation was placed into the bill.

6  
7 The omitted deferred compensation account and the omitted vacation/sick time were  
8 never discussed or considered. Eleni should be entitled, as a matter of law, to one-half of the  
9 time rule portion of the accumulated vacation and sick pay from the date of marriage through  
10 March 13, 2013. Richard has declined to provide any account balances to the deferred  
11 compensation account or the vacation/sick pay balance at the time the Court set the matter for a  
12 settlement conference.

13  
14 Regardless, the parties should be able to agree in principle that the omitted assets should  
15 be equally divided. There is no good cause for anything other than that to occur.

16  
17 <sup>8</sup> NRS 125.150(3) states:

18 Motion in any action for divorce, normal course of maintenance to obtain adjudication of any community  
19 property or liability omitted from the decree or judgment as a result of fraud or mistake. A motion  
20 pursuant to this subsection must be followed and 3 years after discovery by the party of the facts  
21 constituting the fraud or mistake. The court has continuing jurisdiction to hear such motion and shall  
22 equally divide the omitting community property or liability between the parties unless the court finds  
23 that:

- 24 (a) The community property or liability was included in a prior equal disposition of the community  
25 property of the parties or in an unequal distribution of the community property of the parties with  
26 respect pursuant to written fines of a compelling reason for making an unequal disposition; or  
27 (b) The court determines that a compelling reason in the interests of justice to make an unequal disposition  
28 of the community property or liability and sets forth in writing the reasons for making unequal  
disposition.

--- If a motion pursuant to this subsection results a judgment dividing a defined benefit pension plan,  
the judgment may not be enforced against an installment payment made by the plan more than six  
years after the installment payment.

<sup>9</sup> The comments to the Legislative counsel digest indicates that the bill authorizes party to file a post-judgment  
motion to obtain adjudication of any community property of liability that was omitted from the final decree or  
judgment as the result of fraud or mistake. As to mistake, it therefore does not matter if the asset was raised and  
considered as long as the asset was omitted by mistake, the aggrieved party will have redress.

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**VI.  
ATTORNEY'S FEES**

Richard should pay Eleni's attorney's fees because Eleni is the prevailing party and because Richard is in contempt of the Court's orders by failing to pay to Eleni the interim share of the PERS retirement benefits.

**VII  
LIST OF WITNESSES**

1. Plaintiff.
2. Defendant
3. Sonya Hellwinkle, PERS Representative
4. Marshal Willick, Esq.

**VIII.  
LIST OF EXHIBITS**

1. Financial Disclosure Form for Defendant.
2. Financial Disclosure Form for Plaintiff
3. Vacation/sick pay disbursement for Defendant.
4. Documents related to the survivor benefit to which Defendant should be entitled.

**IX.  
UNUSUAL LEGAL OR FACTUAL ISSUES**

None.

X.  
LENGTH OF TRIAL

One-half day.

DATED this 21<sup>st</sup> day of June 2016

PAGE LAW OFFICE

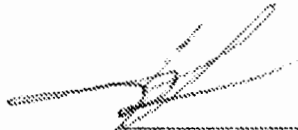


FRED PAGE, ESQ.  
NEVADA BAR NO. 6080  
6145 Spring Mountain Road, Suite 201  
Las Vegas, Nevada 89146  
(702) 469-3278  
Attorney for Defendant

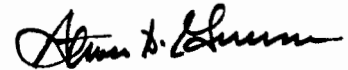
**CERTIFICATE OF MAILING**

The undersigned hereby certifies that on this 22<sup>nd</sup> day of June 2016, a true and correct copy of Defendant's Pre-Trial Memorandum was served pursuant to NRCP 5(b) by depositing a true and correct copy into the United States Mail, postage prepaid to the following address:

Richard Kilgore  
6407 Columbia Falls Court  
Las Vegas, Nevada 89149  
Plaintiff in proper person



\_\_\_\_\_  
An employee of Page Law Office



CLERK OF THE COURT

**PMEM**

RICHARD KILGORE  
1810 THOROUGHBRED RD  
HENDERSON, NV 89002  
RACEDAD336@YAHOO.COM  
702-325-3518

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

NAME,

RICHARD KILGORE,

v.

NAME,

ELENI KILGORE.

CASE NO.: D-12-459171-D  
DEPT NO.: I

**PRE-TRIAL MEMORANDUM**

Plaintiff, RICHARD KILGORE, representing in proper person, hereby submits his amended pre-trial memorandum for the evidentiary hearing set for July 25, 2016, in Department I.

I.

**STATEMENT OF ESSENTIAL FACTS**

A. Names and Ages of the Parties:

1. RICHARD KILGORE 54

2. ELENI KILGORE 46

The parties divorced on March 13, 2013. There are 3 children born the issue of this marriage, to wit; Richard Jr. and Nicholas, both 15 years of age, and Alexandra, 20 years of age.

1 II.

2 **RESOLVED ISSUES**

- 3 a. There are no resolved issues

4 III.

5 **UNRESOLVED ISSUES**

- 6 a. Permanent Order for Physical Custody;  
7  
8 b. Child Support;  
9  
10 c. Child Support Arrears;  
11  
12 d. PERS retirement pay;  
13  
14 e. Vacation/Sick Time benefits;  
15  
16 f. Attorney's Fees and Costs.

17 IV.

18 **LEGAL AND PHYSICAL CUSTODY**

19 In making the determination of custody, the applicable Nevada Revised Statutes  
20 requires the Court to solely consider the best interest of the child(ren) into consideration.  
21 In entering orders with regard to custody and support of minor children, the Court's  
22 paramount consideration under Nevada law is the welfare of the children. *Culbertson v.*  
23 *Culbertson*, 91 Nev. 230, 533 P.2d 768 (1975). The guiding principle in the court's  
24 exercise of its discretion in cases affecting the rights and welfare of the children, are the  
25 best interests and the welfare of the children whose rights are involved. *Fenkell v. Fenkell*,  
26 86 Nev. 397, 469 P.2d 701 (1970).

27 NRS 125.480(4) sets forth factors affecting the best interests of children. As NRS  
28 125.510 and 125.480 have been recently repealed as of October 1, 2015 by AB 236,

1 pursuant to NRS 125C, the provisions are similar in that the sole consideration for this  
2 Court is the best interests of the child in an action for determining physical custody of a  
3 child. Further, in determining the best interests of the child, the factors listed in NRS  
4 125.480 (4) set forth below, remain the same - almost identical to newly enacted  
5 legislation:

6  
7 4. In determining the best interest of the child, the court shall consider, among  
8 other things:

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

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

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

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

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

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

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

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

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

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

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

24 (l) Whether either parent or any other person seeking custody has committed  
25 any act of abduction against the child or any other child.

26  
27 An analysis under the factors, as detailed herein, demonstrate that granting Dad's  
28 request for Joint Legal and Physical Custody of Nicholas is in his best interest. This court  
must take into consideration the hostile aggressive parenting, brainwashing, and parental  
alienation perpetuated by Eleni towards the children.

//

//



V.

**CHILD SUPPORT & CHILD SUPPORT ARREARS**

Considering a joint physical custody determination, child support should be calculated pursuant to Wright v. Osborn, NRS 125B.070 and NRS 125B.080. However, at the current time Mom is living with a boyfriend that contributes a significant portion of income and support to the household. Moreover, the unresolved PERS benefits have not yet been factored into the child support calculation. If Eleni is entitled to PERS benefits on behalf of Richard, then that is income for Eleni and should be considered as such for her, reducing the income and obligation of support for Richard. Furthermore, the calculation of child support arrears has not fairly taken into consideration the employment issues that affected Richard's income for well over a year.

VI.

**PERS RETIREMENT PAY**

Under the Nevada Supreme Court, the Hensen v. Hensen 2014 ruling is very clear in that the nonemployee spouse (Eleni), is not entitled to any PERS Pension benefits until she very clearly files a motion with the District Court requesting immediate payment of those benefits. She still has not filed that motion, and their supplemental to the status check hearing is not and does not meet the Supreme Court's intent of filing a motion to request the immediate payment of the benefits. It also clearly explains that she is not entitled to any benefits prior to the date of her filing the proper motion, and therefore NOT entitled to any arrears of benefits.

The Nevada PERS manual on domestic relations, in BOLD lettering, states that they will NOT pay the alternate payee (former spouse), while the employee is still working.

1 This is because I am not actually in receipt of this income, and have no ability to pay it,  
2 along with child support, and still be expected to live and care for myself or my family.

3 Lastly, on the subject of paying Eleni my PERS benefits while still employed, I refer  
4 to a publication by Mr. Willick himself in that he clearly noted that "*NRS 125.155, which*  
5 *became effective on July 5, 1995, carves out PERS retirements exclusively as permissively*  
6 *immune from division until actual retirement of the participant spouse, if the trial court so*  
7 *orders. Yet, six weeks after that effective date, the Nevada Supreme Court in Sertic, supra,*  
8 *ordered that all spousal shares of retirement benefits are to be distributed to the spouses*  
9 *upon first eligibility for retirement. This would appear to present both an equal*  
10 *protection issue, and a question as to which mandate takes priority.*" And also noted  
11 that "*As a practical matter, it is not possible to both distribute a spousal share of a*  
12 *retirement upon eligibility despite the wage-earner's continued employment, and to*  
13 *base the spousal share paid on the amount that the wage-earner ultimately receives.*  
14 *This leaves the trial courts with no practical means of accomplishing these*  
15 *conflicting directives except to make the best projection possible at the time of*  
16 *divorce, and have the parties return to court when the employee eventually retires to*  
17 *adjust the distributable spousal share.*"  
18  
19  
20  
21

## 22 VII.

### 23 VACATION AND SICK TIME

24 This argument should not be considered by the court. First and foremost, the  
25 receipt of my vacation and sick time was nearly 18 months AFTER the divorce was  
26 finalized. They were not an asset at time of divorce, nor were they omitted under any fraud  
27  
28

1 or mistake. Eleni is an employee in the same pay and retirement system, and is intimately  
2 familiar with how vacation and sick time is accrued and paid. She had every opportunity to  
3 address this during the nearly two year long battle for divorce if it was a concern. They  
4 should have to prove to this court that fraud or a mistake was made prior to this court ever  
5 entertaining the idea that it was an asset or that it was omitted. Furthermore, had I remained  
6 employed during this time and taken a day off to go to the doctor or take a vacation, my  
7 accrued vacation and sick time would pay me as a regular day's salary, and Eleni would  
8 not be any more entitled to that than has already been calculated by this court for the  
9 spousal and child support already. These accrued benefits were not an asset until I cashed  
10 them out 18 month after the divorce was final, and therefore was not an asset and was not  
11 omitted during the divorce proceedings.  
12

#### 13 VIII.

#### 14 ATTORNEY'S FEES

15  
16 Attorney's fees should be denied in their entirety, because Eleni is not the prevailing  
17 party, and there has been no proper show cause to determine contempt.  
18

#### 19 **NRS 18.010 Award of Attorney's fees.**

20 1. The compensation of an attorney and counselor for his or her services is  
21 governed by agreement, express or implied, which is not restrained by law.

22 2. In addition to the cases where an allowance is authorized by specific  
23 statute, the court may make an allowance of attorney's fees to a prevailing  
24 party:

25 (a) When the prevailing party has not recovered more than \$20,000; or

26 (b) Without regard to the recovery sought, when the court finds that the  
27 claim, counterclaim, cross-claim or third-party complaint or defense of the  
28 opposing party was brought or maintained without reasonable ground or to  
harass the prevailing party. The court shall liberally construe the provisions  
of this paragraph in favor of awarding attorney's fees in all appropriate  
situations. It is the intent of the Legislature that the court award attorney's  
fees pursuant to this paragraph and impose sanctions pursuant to Rule 11

1 of the Nevada Rules of Civil Procedure in all appropriate situations to punish  
2 for and deter frivolous or vexatious claims and defenses because such  
3 claims and defenses overburden limited judicial resources, hinder the timely  
4 resolution of meritorious claims and increase the costs of engaging  
5 business and providing professional services to the public.

6 3. In awarding attorney's fees, the court may pronounce its decision on the  
7 fees at the conclusion of the trial or special proceeding without written  
8 motion and with or without presentation of additional evidence.

9 4. Subsections 2 and 3 do not apply to any action arising out of a written  
10 instrument or agreement which entitles the prevailing party to an award of  
11 reasonable attorney's fees.

12 Regarding Eleni's request for attorney's fees. Eleni has provided no mandatory  
13 legal basis for her request for attorney's fees. As such, it is within this Court's discretion  
14 whether to make an award of attorney's fees at all in this matter pursuant to NRS 126.171.  
15 Furthermore, Eleni has not yet been deemed the prevailing party, and pursuant to NRS  
16 18.010 and EDCR 7.60 this court must make a finding that Richard has brought or  
17 maintained this suit upon baseless and frivolous grounds to award her fees under those  
18 statutes. She is only entitled to attorney's fees if she can demonstrate I am harassing by  
19 defending the motion, based on Rivero v. Rivero.

## 20 VIII.

### 21 LIST OF WITNESSES

- 22 1. Pat Skorkowski – Superintendent Clark County School District/Or.  
23 Representative of CCSD Benefits and Payroll
- 24 2. Tina M. Leiss – Executive Officer of Nevada PERS/Or Representative of Public  
25 Employees' Retirement System on Nevada
- 26 3. Deborah Rowe
- 27 4. Timothy L. Rowe
- 28 5. Panorea Kinard
6. Dr. John Lepore/Or Designated Representative of KidFixer Pediatric
7. Alexandra Kilgore
8. Camille Kilgore
9. Morgan Davis – City of Las Vegas Dep City Attorney Civil Division
10. Dr. Karin Huffer
11. Thomas Mathews – Director, HQ Collection, IRS, Western Area

12. Donna Gosnell, M.S., MFT  
13. Sonya Hellwinkel – Director, NV PERS

IX.

**LIST OF EXHIBITS**

1. Financial Disclosure Form from Plaintiff
2. Financial Disclosure form from Defendant
3. NV PERS Manual
4. Excerpt from, "An Introduction to Pensions in Nevada Divorce Law", Willick Law Group, October 15, 2004.

X.

**UNUSUAL LEGAL OR FACTUAL ISSUES PRESENTED**

None.

XII.

**LENGTH OF TRIAL**

One half day which is currently set for July 25, 2016 at 1:30 p.m.

DATED this 22 day of June, 2016.

Respectfully Submitted,

  
\_\_\_\_\_  
RICHARD KILGORE  
1810 THOROUGHbred RD  
HENDERSON, NV 89002  
RACEDAD336@YAHOO.COM  
702-325-3518  
PLAINTIFF

1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I certify that on this 22nd day of June, 2016, I caused the  
4 foregoing document entitled **PRE-TRIAL MEMORANDUM** to be served as follows:

- 5 [ X ] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
6 Administrative Order 14-2 captioned Aln the Administrative Matter of  
7 Mandatory Electronic Service in the Eighth Judicial District Court,@ by  
8 mandatory electronic service through the Eighth Judicial District Courts  
9 electronic filing system;  
10 [ X ] by placing same to be deposited for mailing in the United States Mail, in a  
11 sealed envelope upon which first class postage was prepaid in Las Vegas,  
12 Nevada;  
13 [ ] pursuant to EDCR 7.26, to be sent via **facsimile**, by duly executed consent  
14 for service by electronic means;  
15 [ ] by hand-delivery with signed Receipt of Copy.

16 To the attorney(s) listed below at the address, email address, and/or facsimile number  
17 indicated below:

18 FRED PAGE ESQ  
19 6145 Spring Mountain Rd, Suite 201  
20 Las Vegas, NV 89146  
21 702-469-3278  
22 jpage@pagelawoffices.com

23  
24  
25  
26  
27  
28  
  
\_\_\_\_\_  
RICHARD KILGORE

FILED

APR - 3 1

CLERK OF COURT

1 TRANS

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3 COPY

4  
5 EIGHTH JUDICIAL DISTRICT COURT  
6 FAMILY DIVISION  
7 CLARK COUNTY, NEVADA  
8

9 RICHARD SCOTT KILGORE, )  
10 Plaintiff, ) CASE NO. D-12-459171-D  
11 vs. ) DEPT. I  
12 ELENI KILGORE, )  
13 Defendant. )  
14

15 BEFORE THE HONORABLE CHERYL B. MOSS  
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: CALENDAR CALL

18 WEDNESDAY, JUNE 22, 2016

19 APPEARANCES:

20 The Plaintiff: RICHARD KILGORE  
For the Plaintiff: PRO SE  
21 The Defendant: ELENI KILGORE  
For the Defendant: FRED PAGE, ESQ.  
6145 Spring Mountain Road, #201  
22 Las Vegas, Nevada 89146  
23 (702) 469-2378  
24

1 LAS VEGAS, NEVADA

WEDNESDAY, JUNE 22, 2016

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 10:11:47)

4

5 THE COURT: -- on the phone, 459171, Richard  
6 Kilgore.

7 MR. KILGORE: Correct.

8 THE COURT: And you don't have an attorney, sir?

9 MR. KILGORE: No, I do not.

10 THE COURT: All right. Mr. Page, your appearance?

11 MR. PAGE: Yes, Fred Page, Bar Number 6080, on  
12 behalf of the Defendant -- or I'm sorry -- Ms. Kilgore.

13 THE COURT: Yeah, Defendant Mom. And you're  
14 retained?

15 MR. PAGE: Yes.

16 THE COURT: Okay. As soon as I get Mom on the phone  
17 we'll --

18 (COURT RECESSED AT 10:12 AND RESUMED AT 10:12)

19 THE COURT: Okay. I need both of you to stand and  
20 raise your right hands, my clerk's going to swear both of you  
21 in.

22 MS. KILGORE: Okay.

23 (OATH ADMINISTERED)

24 MR. KILGORE: I do.



1 MS. KILGORE: I do.

2 THE COURT: Okay. This is our calendar call to see  
3 if you're ready for the evidentiary hearing or if any matters  
4 were resolved partially. I have a pretrial memorandum that  
5 was emailed to me from Mr. Page, and does Dad get one by  
6 email, too?

7 MR. PAGE: I have not emailed him one, I can if he  
8 wants to give me his email address I'll --

9 THE COURT: You have -- well, you have a spare copy  
10 -- I have a spare copy.

11 MR. PAGE: I'll tell you what, I can give him my  
12 original.

13 THE COURT: They're due today. So, it's timely.  
14 And you can give him a copy?

15 MR. PAGE: I'll give him my original, that's fine.

16 THE COURT: No, I have one here.

17 MR. PAGE: Oh, okay.

18 THE COURT: All right. Mr. Kilgore, you're getting  
19 served with a calendar call. Did you file one as well?

20 MR. KILGORE: No, not -- I did not.

21 THE COURT: I believe I set a -- a scheduling order  
22 and it is required, they're due by 5:00 p.m. today.  
23 Otherwise it's --

24 MR. KILGORE: My attorney was supposed to do that,

1 and they apparently have not when I was going through the  
2 files.

3 THE COURT: Okay. So, what I highly suggest, before  
4 you leave the courthouse, go downstairs, self-help center,  
5 fill out one of those, check the box forms for pretrial  
6 memorandum, put your witnesses and your potential exhibits in  
7 there, and then you can get your exhibits later to Mr. Page or  
8 as soon as possible. But it needs to be filed by 5:00 p.m.  
9 today, otherwise you'd be facing \$100 sanction to the other  
10 side for not filing one, and potentially you might not be able  
11 to bring your witnesses or your exhibits. Okay. This is not  
12 a complicated matter. It's financial issues on a PERS, a  
13 Hartford Deferred Domp., and survivor beneficiary issues, and  
14 child support payments; is that correct?

15 MR. PAGE: Yes. Let me -- at the February 9th  
16 hearing you set child support at \$1,500 pending further  
17 proceedings on that because Mom has primary custody of  
18 Nicholas, they have joint physical custody of Richard, Jr.

19 THE COURT: Okay. I saw another number, 1200.

20 MR. PAGE: Okay. That number has to do with the --

21 THE COURT: Oh, that --

22 MR. PAGE: That's --

23 THE COURT: -- her portion of the PERS payment --

24 MR. PAGE: That's the PER --

1 THE COURT: -- right, got it.

2 MR. PAGE: -- pension of the -- portion of the PERS  
3 pension payments --

4 THE COURT: Okay.

5 MR. PAGE: -- that Mr. Kilgore is to pay to  
6 Ms. Kilgore. I can stand before you here today and say  
7 Mr. Kilgore has not made any payments to Ms. Kilgore. So,  
8 what I have done is I have drafted a motion --

9 THE COURT: Motion for an order to show cause.

10 MR. PAGE: -- for an order to show case.

11 THE COURT: Okay.

12 MR. PAGE: I do have my client's declaration, I have  
13 an order to show cause ready for you to sign if you want to go  
14 ahead and dispense with that. Because --

15 THE COURT: Trial is a month --

16 MR. PAGE: -- it -- there's no --

17 THE COURT: -- away.

18 MR. PAGE: -- factual dispute that he hasn't paid.

19 THE COURT: If you want to save time and money, we  
20 have to -- you have to serve as in a motion, we'll combine it  
21 with the trial, and then you need to speak with an attorney  
22 about defending on --

23 MR. KILGORE: We'll --

24 THE COURT: -- contempt issues.

1 MR. KILGORE: We'll set it for trial.  
2 THE COURT: Okay.  
3 MR. KILGORE: This is a calendar call, so --  
4 THE COURT: Right.  
5 MR. KILGORE: -- they've been waiting to the last  
6 moment again to file a motion when we get --  
7 THE COURT: Which happens.  
8 MR. KILGORE: -- into court or right before.  
9 THE COURT: It happens.  
10 MR. KILGORE: It's not timely.  
11 THE COURT: If you feel that we're not going to be  
12 able to get it all in one day, I'll -- I'll set that over for  
13 another half-day trial somewhere down the road. And then --  
14 MR. KILGORE: Well, that's probably what we're going  
15 to have to do, Your Honor, because we're not --  
16 THE COURT: Okay. We'll separate --  
17 MR. KILGORE: -- going to have enough time.  
18 THE COURT: -- it out. You're -- you haven't filed  
19 it yet, so then you can't --  
20 MR. PAGE: No, I -- I have it --  
21 THE COURT: -- technically serve --  
22 MR. PAGE: -- ready, and I assumed for judicial  
23 efficiency and economy that we could go ahead and get that  
24 taken care of. Because there's really no fact --

1 THE COURT: Okay. Do you have an extra copy?

2 MR. PAGE: Of the order to show cause?

3 THE COURT: Your draft motion for your order to show  
4 cause which --

5 MR. PAGE: Yeah, I'll give you mine, I'll give you  
6 my copy, sure.

7 THE COURT: Well, are you planning on electronically  
8 filing it today and obtaining a --

9 MR. PAGE: Yes.

10 THE COURT: -- an ordinary course court date?

11 MR. PAGE: Unless you're going to give me the July  
12 26th date today at 1:30.

13 THE COURT: Not with a month away. His request is  
14 reasonable, he'd like to have that separated out so he can  
15 have time to get an attorney and talk about that or resolve  
16 the issues with you pursuant to 5.11.

17 MR. PAGE: I sent --

18 THE COURT: You need your motion, you need a  
19 schedule of arrearages, you need her financial disclosure form  
20 if -- if it hasn't been filed recently or needs to be updated.

21 MR. PAGE: It hasn't -- her financial disclosure  
22 form hasn't changed. There is no factual dispute that \$1,200  
23 has not been paid. There is none. His --

24 THE COURT: You just have to get with an attorney,

1 file a written response, and either submit the proof of  
2 payment or resolve it before coming to court -- attempt to  
3 resolve it or make partial payments. Okay. You have to  
4 defend against that, and then -- then I decide whether or not  
5 it goes to trial or you catch it up by the time we get to the  
6 motion hearing which will be set probably 60 days out.

7 Okay. Due to the pressing deadline, it won't be  
8 combined with the evidentiary hearing. Okay. You -- we set  
9 this and you had several months to get with this or talk to  
10 people like Marshal Willick and maybe PERS people and the  
11 matter -- has -- has -- have you guys worked this case? Have  
12 you found out anymore information, or you're just at a  
13 standstill as far as trying to figure out where the law  
14 stands?

15 MR. PAGE: I think we're ready for -- fairly well-  
16 prepared for trial. Last time the -- the factual -- point is  
17 -- what the factual point is the law is what the law is. And  
18 that is that --

19 THE COURT: It's a legal question, yeah.

20 MR. PAGE: -- upon his first eligibility for  
21 retirement, he was obligated to begin paying Ms. Kilgore her  
22 portion of the --

23 THE COURT: We're not --

24 MR. PAGE: -- retirement --

1 THE COURT: -- we're not going --  
2 MR. PAGE: -- benefits. I --  
3 THE COURT: -- to argue it today. But you're going  
4 to have your experts on the stand?  
5 MR. PAGE: Yes, I can have Mr. Willick come in and  
6 give a five --  
7 THE COURT: Are you calling Mr. Willick as your  
8 expert?  
9 MR. PAGE: I'm -- I have --  
10 THE COURT: He's not a --  
11 MR. PAGE: -- him listed --  
12 THE COURT: -- court-appointed.  
13 MR. PAGE: I have him listed, I also have Sonya  
14 Hellwinkel listed as witnesses.  
15 THE COURT: Sonya?  
16 MR. PAGE: Hellwinkel.  
17 THE COURT: Hellwinkel. Is she a financial  
18 person --  
19 MR. PAGE: She is the --  
20 THE COURT: -- or attorney?  
21 MR. PAGE: -- person at PERS who administers all of  
22 this.  
23 THE COURT: She works for PERS?  
24 MR. PAGE: Yes.

1 THE COURT: Who are your -- and the parties?

2 MR. PAGE: Yes.

3 THE COURT: Okay. Who are your witnesses going to  
4 be?

5 MR. KILGORE: I'm going to have numerous witnesses,  
6 one of them is somebody from PERS that I'm trying to get --  
7 find out who it is, and this person he's talking about is from  
8 in fact PERS.

9 THE COURT: If she's the right person, you'll both  
10 use her. Call her and subpoena her. Right?

11 MR. KILGORE: Correct.

12 THE COURT: Okay. So, a PERS person, you, the mom,  
13 who else?

14 MR. KILGORE: I have --

15 THE COURT: Any legal experts on PERS? Because they  
16 -- they're going to use Attorney Willick is going to be their  
17 own expert. He's not our court-appointed, but I -- I  
18 mentioned his name last time.

19 MR. KILGORE: I'll be calling my daughter, Alexandra  
20 Kilgore, to testify that the mom has had hidden money and  
21 hidden property from the house.

22 MR. PAGE: That's not --

23 MR. KILGORE: I'll be calling --

24 MR. PAGE: -- an issue before the Court.



1 THE COURT: Hang on, hang on.

2 MS. KILGORE: I do not.

3 MR. KILGORE: I'm going to be calling Debbie  
4 Rowe (ph) --

5 THE COURT: Okay, pause right there. The hidden  
6 money, I don't know if that is a proper issue for the trial.  
7 If you -- have you pled it in some type of opposition or --

8 MR. KILGORE: I don't know --

9 THE COURT: -- pleading?

10 MR. KILGORE: -- what my attorney has done and has  
11 not done. Because they've --

12 THE COURT: Yeah, your attorney should be --

13 MR. KILGORE: -- done a lot of nothing.

14 THE COURT: -- advising you. But right now as far  
15 as the -- kind of the -- my initial reaction on that, it may  
16 not be relevant to the issue unless you have a new motion or a  
17 countermotion filed and there's a legal basis to proceed with  
18 that. If --

19 MR. KILGORE: I just finally received my file from  
20 the attorney on Friday and have been trying to go through it,  
21 and there's a lot of stuff --

22 THE COURT: I get it.

23 MR. KILGORE: -- missing.

24 THE COURT: Bottom line, you're -- you're -- you're

1 going to -- you're alleging against Mom that she took some  
2 money and that money should be credited back to you if you owe  
3 her any money.

4 MR. KILGORE: Correct.

5 THE COURT: Okay. Well, I don't know if it's apples  
6 or oranges, please speak with an attorney about that, but  
7 right now, I don't know if that's relevant. Your daughter  
8 testifying, it might be down the road if I -- if I deem it to  
9 be an issue. Who else did you want to bring?

10 MR. KILGORE: Timothy Rowe (ph) will be called in.

11 THE COURT: And what's his testimony?

12 MR. KILGORE: Ascertaining that he does in fact live  
13 with them, because he keeps -- Mr. Page keeps trying to  
14 challenge that issue that he doesn't, so to ascertain that he  
15 is --

16 THE COURT: You mean --

17 MR. KILGORE: -- living --

18 THE COURT: -- like a significant other?

19 MR. KILGORE: Yeah, her significant other.

20 THE COURT: Okay. So, it'd only be relevant to  
21 child support as far as contribut -- a person, a roommate  
22 contributing to her household expenses. If -- if anything, if  
23 you put him on, you'll -- I won't give you more than five, 10  
24 minutes to put him on for that to --

1 MR. KILGORE: Correct.

2 THE COURT: -- question him about that. And you're  
3 going to subpoena him?

4 MR. KILGORE: Yes, I am.

5 THE COURT: Yeah, I don't think he'll come  
6 voluntarily him, you'll have to subpoena him. Who else?

7 MR. KILGORE: The City of Las Vegas, Greg or --  
8 Logan Davis (ph), to testify that I did not get my back pay  
9 from the City of Las Vegas.

10 THE COURT: That's relevant, okay. All right.

11 MR. KILGORE: I have somebody from the IRS I'm  
12 talking to about subpoenaing them in to go over the IRS debts  
13 that I have paid the majority of.

14 THE COURT: What is the -- how's that relevant to  
15 division of PERS and Hartford Deferred Comp.?

16 MR. KILGORE: Because of all the money that --

17 MS. KILGORE: It's not.

18 MR. KILGORE: -- she's claiming that she's paid when  
19 she hasn't. That's an issue that's been ongoing since the  
20 initial divorce.

21 THE COURT: What's the legal issue though? I mean  
22 that --

23 MR. KILGORE: That she has not paid her 50 percent  
24 of the -- the debt owed --

1 THE COURT: Okay. So, that's --

2 MR. KILGORE: -- to the IRS.

3 THE COURT: -- an enforcement of a provision in a  
4 divorce decree.

5 MR. KILGORE: Correct.

6 THE COURT: That'd have to be a separate motion or a  
7 countermotion once their motion is coming so that's going to  
8 be --

9 MR. KILGORE: And the attorneys were supposed to be  
10 doing all that and they've done nothing.

11 THE COURT: Okay. So, IRS, I think that can wait  
12 down the road. If you're seeking credits -- credits back or  
13 seeking her to enforce a divorce provision. You have to speak  
14 with an attorney about that. Because I don't think it is  
15 connected to what we're going to be going to trial to -- for  
16 in a month.

17 MS. KILGORE: It's not.

18 THE COURT: Okay. Anybody else?

19 MR. KILGORE: And I believe we're going to need an  
20 all-day trial, Your Honor, to go through all this.

21 THE COURT: Yeah, I have you down for a half day,  
22 they're number one, right?

23 THE CLERK: Yes.

24 THE COURT: Here's how it works, they're hard to

1 come by, but as soon -- I'm going to put you -- start a  
2 priority list just in case dates open, because we're not going  
3 to finish in the half day. It's a money issue, there's no  
4 emergencies, if we don't finish, you get the next half day  
5 available that we have that opens up, and we keep going until  
6 we finish. I don't usually put the attorneys on, you know,  
7 stopwatches; but on money issues, it shouldn't take more than  
8 one or two days to get it done. Okay.

9 MR. KILGORE: And the payroll person from the Clark  
10 County School District, I'm trying to get that identified for  
11 the fact that she does in fact have sick time occurred (sic)  
12 that she's not disclosing.

13 THE COURT: Okay. So, income could be from any  
14 source, it could be the determination of child support since  
15 they have joint custody of the younger child; is that correct?

16 MR. PAGE: It appears that the evidentiary hearing  
17 is on the issues of the PERS, the survivor beneficiary, the  
18 vacation sick pay, the Hartford Deferred Comp., the child  
19 support. He is bringing up new issues for which in order --

20 THE COURT: I --

21 MR. PAGE: -- in order for there to be adequate  
22 cause --

23 THE COURT: Kind of so are you.

24 MR. PAGE: -- for to -- the hearing, he needs to

1 file a motion.

2 THE COURT: Well, the child support -- check the  
3 minutes, the child support was a temporary setting, because we  
4 couldn't prove each other's incomes.

5 MR. PAGE: Well, and part of it was --

6 THE COURT: It wasn't a permanent order.

7 MR. PAGE: -- that you were trying to give Nicholas  
8 some time to reconcile with Dad. It's never happened --

9 MR. KILGORE: I've had no communication --

10 MR. PAGE: -- Mom needs --

11 MR. KILGORE: -- with Nicholas --

12 MR. PAGE: -- I would -- please don't --

13 MR. KILGORE: -- since then because --

14 MR. PAGE: -- speak over me, sir.

15 THE COURT: Okay. One at a time --

16 MR. PAGE: Please don't speak over me, sir.

17 THE COURT: -- let me go with Mr. Page --

18 MR. KILGORE: -- he's been --

19 THE COURT: -- and then I'll go with Mr. Kilgore.

20 THE CLERK: And the child support was temporarily  
21 set.

22 THE COURT: It was temporarily set, so we need to  
23 get to a permanent order --

24 MR. PAGE: Right. And it's permanent because

1 Nicholas is permanently primary physical custody with Mom and  
2 that's not going to change. And you've given all sorts of  
3 opportunities for Mr. Kilgore to reunify with Nicholas --  
4 MR. KILGORE: No.  
5 MR. PAGE: -- and it's never happened. It's been  
6 going --  
7 MR. KILGORE: The Mom has not given --  
8 MR. PAGE: -- for two years --  
9 MR. KILGORE: -- any --  
10 MR. PAGE: Please don't --  
11 MR. KILGORE: -- opportunities --  
12 MR. PAGE: -- interrupt me, sir.  
13 THE COURT: Mr. Kilgore --  
14 MR. KILGORE: Mr. Page, there's no reason to raise  
15 your voice to me.  
16 MR. PAGE: Please -- I'm raising my voice because  
17 you're speaking over me --  
18 MR. KILGORE: (Indiscernible) --  
19 MR. PAGE: -- please do not jump --  
20 MR. KILGORE: -- that I have to refute.  
21 MR. PAGE: -- in and talk over me. We have --  
22 THE COURT: All right. I'm going to pause these  
23 proceedings if you two don't stop arguing. Mr. Kilgore, I'm  
24 going to advise you, please do not interrupt, I'm going to

1 have Mr. Page finish what he's saying, you may not like what  
2 he's saying but then I'll have you respond. He might not like  
3 what you respond with, but he's going to not interrupt you.  
4 It's just common courtesy in the courtroom. No way we're  
5 doing the trial like this, or it's going to be a really long  
6 trial. And I'm here -- I'm here everyday. Okay. Or I start  
7 sanctioning --

8 MR. PAGE: What we were talking about was that  
9 there's been multiple opportunities or an extended period of  
10 time, two years, for Mr. Kilgore to reconcile with Nicholas --

11 THE COURT: So, your request --

12 MR. PAGE: -- as he never happened to --

13 THE COURT: -- on the table is a permanent order --

14 MR. PAGE: Permanent, correct.

15 THE COURT: -- and calling it what it is, that's  
16 what Mom's position is?

17 MR. PAGE: Yes.

18 THE COURT: All right. Your position?

19 MR. KILGORE: Mom has refused me any contact with my  
20 son, will not --

21 MS. KILGORE: No, I have not.

22 MR. KILGORE: -- allow me to see him. Please do  
23 not --

24 THE COURT: Okay. Ma'am, I'm going to --



1 MR. KILGORE: -- interrupt me.

2 THE COURT: -- I'm going to ask you not to  
3 interrupt. If you want to say something, wait until he  
4 finishes, okay?

5 MR. KILGORE: She has completely --

6 THE COURT: I'll -- hold your thought.

7 MS. KILGORE: Okay.

8 MR. KILGORE: -- alienated my son from me using  
9 parental terrorists tactics --

10 THE COURT: Okay. I get it. You're going to argue  
11 some type of case law saying if there's anything intentional  
12 or willful on Mom's part, that you wouldn't be -- you  
13 shouldn't be required to pay child support --

14 MR. KILGORE: Correct. And I do have --

15 THE COURT: -- under the law.

16 MR. KILGORE: -- an expert for that also.

17 THE COURT: Okay. Well, these are money issues  
18 we're talking about, but I mean we're dealing -- we're going  
19 to delve a little bit into conduct issues. Not really a  
20 custody type case, but that will extend the trial, we're  
21 probably not going to get it done in a half day. Are there  
22 any other half -- there are no -- so far no other half days  
23 opened up. As soon as they open up, you're on a priority list  
24 and we'll keep, we'll reserve a -- a day two for you guys.

1 Okay. Well, that will be testimony from the parents, I get  
2 it. But I'm not prejudging anything today, and I understand  
3 what your positions will be. Okay.

4 Mom, did you want to say something?

5 MS. KILGORE: I -- I did want to say something --

6 MR. PAGE: I guess --

7 THE COURT: Other than like we're not going to do  
8 the trial today but --

9 MS. KILGORE: No, I -- I understand.

10 THE COURT: -- just framing the issues.

11 MS. KILGORE: Okay.

12 MR. PAGE: I'd guess I'd like --

13 MS. KILGORE: As far as --

14 MR. PAGE: -- to have my client not speak --

15 THE COURT: Hang on.

16 MR. PAGE: -- unless I give her permission to do so.

17 THE COURT: Okay. Your attorney's saying don't  
18 speak unless he thinks you --

19 MS. KILGORE: Okay.

20 THE COURT: -- should speak.

21 MS. KILGORE: Okay.

22 MR. PAGE: That's usually a good thing for an  
23 attorney to do to --

24 THE COURT: All right.

1 MR. PAGE: -- don't say anything.

2 THE COURT: So, you don't feel your client -- she  
3 doesn't need to --

4 MR. PAGE: I don't think there's really anything  
5 helpful that's going to be as -- as you've indicated we've  
6 framed the issues --

7 THE COURT: Right.

8 MR. PAGE: -- we know what we have to go through, we  
9 just simply have to go through it.

10 THE COURT: Right. Other than telling me your side  
11 of the story which we'll -- that will happen at trial, Mom, do  
12 you have any questions as far as with your attorney or  
13 procedure in this case? We're just trying to get you prepared  
14 for trial.

15 MS. KILGORE: I understand.

16 THE COURT: Okay. Very good. Any other issues?  
17 So, we know kind of who the witnesses are, you need to write  
18 down and/or propose testimony. I wouldn't include the  
19 daughter just yet I guess. I don't think she would be  
20 necessary. There -- was there somebody else? The IRS person,  
21 that can wait.

22 All right. And the 1,500 -- the 1,500 child support  
23 and then your upcoming motion for the order to show cause,  
24 I'll be honest with you, that is definitely tied in with the

1 trial. If you want to shorten that portion of the trial,  
2 we'll just reset that for another part of the trial date,  
3 because of the contempt issues.

4 MR. PAGE: The contempt issue is going to stand  
5 by --

6 THE COURT: He's only --

7 MR. PAGE: -- stand --

8 THE COURT: -- got a month to prepare but how hard  
9 is it to prepare? You either paid or didn't pay or to prove  
10 financial hardship --

11 MR. KILGORE: Correct.

12 THE COURT: -- prove that you couldn't pay it. You  
13 don't think he's able to lock that in for the -- I mean it is  
14 kind of pressing, because if Mom's technically alleging right  
15 now and a trial -- our trial's a month away, you have to give  
16 your side of the story and your legal defense on that, so they  
17 -- I think as a matter of public policy, child support is a  
18 strong public policy.

19 I think they should be able to put on the stand --  
20 it's -- it's not that hard, Mom, did you get paid? And she'll  
21 say no. And then you'll get on the stand and saying, yeah, I  
22 paid some, here's my proof of payments or there's reasons why  
23 I didn't pay. And I think we would probably entertain that  
24 show cause. But you need to finish up your paperwork, you

1 need the schedule of arrearages, serve Dad properly with the  
2 motion, and then just -- he needs to have time though to file  
3 the opposition but that -- it's going to come down in the next  
4 day or two. From the time you're served in the next day or  
5 two, you have 10 business days, that takes you --

6 MR. KILGORE: Correct.

7 THE COURT: -- two weeks out and then two weeks  
8 later we're going to trial, so you got to scramble to get an  
9 opposition countermotion. You'll waive any 10-day rule to  
10 file an opposition to the -- any countermotions, or we'll  
11 probably separate those out later.

12 MR. PAGE: I -- I'd just as soon have him do it --

13 THE COURT: I mean a reply --

14 MR. PAGE: -- within 10 days.

15 THE COURT: -- you'd get your five days to reply.  
16 There will be time if you serve it today, there will be time.

17 MR. PAGE: Yeah.

18 THE COURT: If you want to give him a draft copy of  
19 your motion if you have a spare copy, you can give it to him  
20 now, but then it'll be formally filed in -- are you served  
21 electronically by email when you get these Wiznet --

22 MR. KILGORE: No.

23 THE COURT: -- documents? Just to speed things up,  
24 would -- do you have any -- just for this one time for the

1 motion, do you have any problems getting served by email?

2 MR. KILGORE: No.

3 THE COURT: All right. So, he'll consent to  
4 electronic service by email for the purpose of this motion  
5 being combined, and we'll deal with contempt issues on -- and  
6 you may submit an ex-parte order to show cause just for  
7 formalities sake, I can sign it, put my signature, and then  
8 they would have that on hand. Follow the rules though, you  
9 need to specify each count of contempt, which order that was  
10 violated even if it was a temporary order, page number, line  
11 number, date filing of the order. Serve that affidavit on the  
12 dad.

13 MR. PAGE: I have --

14 THE COURT: And then your schedule of arrearages.

15 MR. PAGE: I have my client's declaration. It's  
16 pages two lines one through two wherein he was to pay the  
17 pension payments, and he hasn't done so --

18 THE COURT: Um --

19 MR. PAGE: -- that -- that --

20 THE COURT: -- and then the child support payments  
21 from the --

22 MR. PAGE: The -- the child support --

23 THE COURT: -- temporary --

24 MR. PAGE: -- payments are being garnished from his

1 check, so he's actually paying those but because he's being  
2 garnished.

3 THE COURT: Then it is the pension payments is  
4 the --

5 MR. PAGE: Correct.

6 THE COURT: -- show cause? Okay. Thanks for  
7 letting me know. Financial disclosure form, have you filed  
8 one recently, sir?

9 MR. KILGORE: Not since the last court date.

10 THE COURT: Has it changed since the --

11 MR. KILGORE: No, it has not.

12 THE COURT: -- last court date? No pay raises,  
13 changes in your living expenses? Just sit down, take a look  
14 at it, and make sure that you stand by it by the time we come  
15 to trial in a month.

16 MR. KILGORE: Okay.

17 THE COURT: If you need to update it, get it updated  
18 as soon as --

19 MR. KILGORE: Okay, Your Honor.

20 THE COURT: -- possible. All right? So, Dad owes  
21 me a pretrial memo by close of business of today. Will you  
22 accept electronic service by email?

23 MR. PAGE: Yes, I will.

24 THE COURT: I think you get alerts anyway being on

1 Wiznet.

2 MR. PAGE: Not unless somebody actually e-serves it.

3 THE COURT: Okay. So, you can go ahead and file  
4 your pretrial memo to make the dead -- beat the deadline  
5 today, and you can scan it and email it directly to Mr. Page,  
6 he'll accept service --

7 MR. PAGE: Yes.

8 THE COURT: -- just this one time for that. Okay.  
9 We're good?

10 MR. PAGE: I need to have Mr. Kilgore's email  
11 address.

12 THE COURT: As verified on the record, it should be  
13 on some of his pleadings. Who's the attorney you're going to  
14 hire, sir?

15 MR. KILGORE: I'm going to be pro per.

16 THE COURT: Oh, you're going to be pro per, you're  
17 just helping -- having an attorney -- talking to an attorney  
18 to help you; is that correct?

19 MR. KILGORE: I have no idea --

20 THE COURT: Okay.

21 MR. KILGORE: -- if I will or not.

22 THE COURT: Up to you, up to you. All right. So,  
23 far he's pro per.

24 THE CLERK: I have him at Racedad3336@Yahoo.com.



1 THE COURT: Does that work, sir?  
2 MR. KILGORE: Correct.  
3 MR. PAGE: Say that again, please, Ms. Clerk.  
4 THE CLERK: Racedad -- r-a-c-e-d-a-d -- 336@yahoo.  
5 MR. PAGE: At Yahoo. Okay. Thank you.  
6 THE COURT: I'll put a note here we need a day two  
7 locked in if anything opens up. Put that on the priority  
8 list. Okay. We're good.  
9 MR. PAGE: Okay.  
10 THE CLERK: I will (indiscernible) --  
11 THE COURT: I don't think any order's --  
12 MR. KILGORE: Thank you, Your Honor.  
13 THE COURT: -- necessary for today. Everything's  
14 just procedural.  
15 MR. PAGE: Okay.  
16 THE COURT: Thank you.  
17 MR. PAGE: Thank you for your time.  
18 MR. KILGORE: Thank you.  
19 THE COURT: All right. Mom, we're going to hang up,  
20 your attorney will follow up with you.  
21 MS. KILGORE: Okay. Thank you.  
22 THE COURT: Thank you. Bye-bye.  
23 (PROCEEDINGS CONCLUDED AT 10:30:46)  
24 \* \* \* \* \*

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



---

Tami S. Ondik, CET

FILED

Name: RICHARD KILGORE  
Address: 1810 THOROUGHbred, HN, NV 89002  
Telephone: (702) 325-3518

2016 JUN 30 P 3:58

Acting In Proper Person

DISTRICT COURT  
CLARK COUNTY, NEVADA

In re the Matter of:

RICHARD KILGORE

Petitioner

vs.

ELENI KILGORE

Respondent

CASE NO.: D-12-459171D  
DEPT NO.: I

OBJECTION TO MASTER'S  
RECOMMENDATIONS AND NOTICE  
OF OBJECTION- Child Support

OBJECTION TO MASTER'S RECOMMENDATIONS

TO: ELENI KILGORE and his/her attorney of record,  
(other party's name)

FRED PAGE; Notice is hereby given  
(name of other party's attorney, or if this is a child support case the District Attorney's name)

that RICHARD KILGORE who is the PETITIONER in this  
(your name) (Petitioner or Respondent)

action, does hereby request a review of the Master's Recommendation entered on

4 JUNE 2016 by Master JAN FIMIANCO  
(Date recommendation was entered) (name of Master who signed the Recommendation).

A Review and denial of the Master's Recommendation is requested pursuant to EDCR 1.40 (e) & (f) for the following reasons:

HEARING MASTER DID NOT HAVE ALL OF THE  
INFORMATION NEEDED TO MAKE A

PROPERLY INFORMED DECISION. THE  
ISSUE OF CHILD SUPPORT AND CUSTODY IS STILL  
IN FRONT OF JUDGE C. MOSS DEPT I.  
AT CALENDER CALL ON 06/22/16 THE DEFENSE  
ATTORNEY REQUEST FOR RASING OF CHILD SUPPORT  
WAS DENIED BY JUDGE MOSS. DEPT I

THE HEARING MASTER DID NOT TAKE INTO  
CONSIDERATION NUMEROUS FACTS:

- 1.) ELENI KILGORE TEACHER PAYS RASIE OF  
2.25%
- 2.) ELENI KILGORE INCREASE OF INCOME OF  
\$1,200.00 A MONTH FROM MY RETIREMENT
- 3.) MY (RICHARD) KILGORE DECREASE OF INCOME  
OF \$1,200.00 A MONTH
- 3) THAT THERE IS A TRAIL SET ON 25 JULY 2016  
AT 1:30PM DEPT I ON THE ABOVE ISSUES
- 4) REMOVAL OF THE 25 DAYS OF STAYED SENTENCE

Notice is hereby given that RICHARD KILGORE is the ☒ Petitioner or ☐ Respondent

In the above entitled action, will appear before Department I of the above-  
entitled Court on Aug. 2, 2016 at the hour of 10:30 AM  
(Date your hearing is set in) (Time your hearing is set in)

DATED this 30 day of JUNE, 2016

Respectfully submitted:

(Your signature) [Signature]

(Your name) RICHARD KILGORE

(Address) 1810 THORNTON BLVD NW, NW 89002

(Telephone) (702) 325-3518

(Circle One) Petitioner/Respondent In Proper Person

1 CERT

Case no. R-13-180572-R

2 CERTIFICATE OF MAILING

3 The foregoing Notice of Entry of Master's Recommendations for the Master's  
4 Recommendation entered on June 14, 2016, was served upon Richard Scott Kilgore by mailing a copy  
5 thereof, first class mail, postage prepaid to:

6  
7 Richard Scott Kilgore  
8 1810 Thoroughbred Rd  
9 Henderson NV 89002

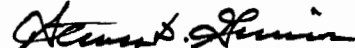
10 on June 16, 2016.

11  
12 /s/ Jeannine Lavers  
13 Employee, District Attorney's Office  
14 Family Support Division  
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FDF

Name: Richard Kilgore  
Address: 1810 Thoroughbred Rd  
Henderson, NV 89002  
Phone: 702.325-3518  
Email: racedad336@yahoo.com  
Attorney for \_\_\_\_\_  
Nevada State Bar No. \_\_\_\_\_

Electronically Filed  
07/25/2016

  
CLERK OF THE COURT

Eight Judicial District Court  
Las Vegas, Nevada

<u>Richard Kilgore</u> <b>Plaintiff,</b>  <b>vs.</b> <u>Eleni Kilgore</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-12-459171-D</u>  <b>Dept.</b> <u>I</u>
--	---

### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (*first, middle, last*) Richard Scott Kilgore
2. How old are you? 55
3. What is your date of birth? 04/20/1961
4. What is your highest level of education? 3 years college

#### B. Employment Information:

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
07/21/1989	LV Marshal's Office	Marshal	Mon-Thurs	0700-1700

2. Are you disabled? (☒ check one)

☒ No  
☐ Yes

If yes, what is your level of disability? \_\_\_\_\_  
What agency certified you disabled? \_\_\_\_\_  
What is the nature of your disability? \_\_\_\_\_

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

Prior Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Date of Termination: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending 07/08/2016 my gross year to date pay is 51,759.70.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

\$88,344.36	÷	12	=	\$7,362.03
Annual Income		Months		Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			\$0.00

Total Average Gross Monthly Income (add totals from B and C above)	\$7,362.03
--	------------

**D. Monthly Deductions**

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	1,500.00
2.	Federal Health Savings Plan	
3.	Federal Income Tax	1,690.64
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	106.20
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	66.00
11.	Other: (Type of Deduction) Child support fee	10.00
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>3,372.84</b>

**Business/Self-Employment Income & Expense Schedule****A. Business Income:**

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

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
<b>Total Average Business Expenses</b>			<b>0.00</b>



### Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support	1,200.00			
Auto Insurance	350.00			
Car Loan/Lease Payment	499.00			
Cell Phone	226.00			
Child Support (not deducted from pay)	0.00			
Clothing, Shoes, Etc...	100.00			
Credit Card Payments (minimum due)	25.00			
Dry Cleaning	100.00			
Electric	250.00			
Food (groceries & restaurants)	500.00			
Fuel	300.00			
Gas (for home)	30.00			
Health Insurance (not deducted from pay)	0.00			
HOA	0.00			
Home Insurance (if not included in mortgage)	25.00			
Home Phone	10.00			
Internet/Cable	179.00			
Lawn Care	10.00			
Membership Fees	11.00			
Mortgage/Rent/Lease	1,215.00			
Pest Control	20.00			
Pets	100.00			
Pool Service	0.00			
Property Taxes (if not included in mortgage)	0.00			
Security	0.00			
Sewer	0.00			
Student Loans	0.00			
Unreimbursed Medical Expense	250.00			
Water	60.00			
Other:				
<b>Total Monthly Expenses</b>	<b>5,460.00</b>			

## Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Nicholas Kilgore	06/29/00	50/50	yes	
2 <sup>nd</sup>	Richard B Kilgore	06/29/00	50/50	yes	
3 <sup>rd</sup>					
4 <sup>th</sup>					

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

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone		49.00		
Child Care				
Clothing		100.00		
Education				
Entertainment		50.00		
Extracurricular & Sports		50.00		
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>0.00</b>	<b>249.00</b>	<b>0.00</b>	<b>0.00</b>

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

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

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	2011 Ford F150	\$9,500.00	-	\$9,900.00	=	\$9,500.00	Richard Kilgore
2.	Medical	\$	-	\$4,200.00	=	\$ 0.00	Richard Kilgore
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$9,500.00</b>	-	<b>\$14,100.00</b>	=	<b>\$9,500.00</b>	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Capital One	\$ 700.00	Richard Kilgore
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 700.00</b>	

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) Betsy Allen retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ \_\_\_\_\_ on my behalf.
3. I have a credit with my attorney in the amount of \$ \_\_\_\_\_.
4. I currently owe my attorney a total of \$ \_\_\_\_\_.
5. I owe my prior attorney a total of \$ 3,800.00.

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

X I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

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

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

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

  
Signature

07/15/2016  
Date

**CERTIFICATE OF SERVICE**

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

That on (date) 25 JULY 16, service of the General Financial

Disclosure Form was made to the following interested parties in the following manner:

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

\_\_\_\_\_

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

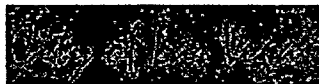
\_\_\_\_\_

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

herein to: \_\_\_\_\_

Executed on the 25 day of July, 2015.

  
\_\_\_\_\_  
Signature



## LV Employee Self Service

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**Payslip**

For any questions or concerns, contact the CLV Payroll Section @ (702)229-6828 or payrollsection@lasvegasnevada.gov

Choose a Payslip **08-JUL-2016 - 890123 - Check 1** ☒

Employee	<b>Richard S. Kilgore</b>	Employer name	<b>MC - Criminal</b>
Employee Number	<b>890123</b>	Organization	<b>MC - Criminal</b>
Location	<b>MC MARSHAL UNIT *</b>	Bargaining Unit	<b>PPA</b>
Position	<b>016126.RG.R.11500.Municipal Court</b>	Grade	<b>PMA.9</b>
Employee Address	<b>Marshal.EARLY.D. 1810 Thoroughbred Henderson NV 89002</b>		

**Pay Period and Salary**

Pay Period	Payment Date	Pay Begin Date	Pay End Date	Pay Rate	Annual Salary
Bi-Week	08-Jul-2016	19-Jun-2016	02-Jul-2016	3397.86	88344.36

**Summary**

Current or YTD	Gross	Pre-Tax	Taxes	Deductions	Net Pay
Current	3664.41	2.66	795.32	731.24	2135.19
YTD	51759.70	37.24	11310.30	7491.26	32920.90

**Hours and Earnings**

Description	Start Date	End Date	Current Hours	Current Amount	YTD Hours	YTD Amount
Longevity Pay				333.13		4663.82
Holiday Off				0.00	30.00	1249.23
Sick Used				0.00	12.00	499.70
Vac Used			20.00	832.82	84.50	3518.76
Regular Hours			60.00	2498.46	913.50	38038.91
Hol Straight Time				0.00	10.00	458.00
Admin Leave				0.00	80.00	3331.28

**Rate Details****Pre-Tax Deductions**

Description	Current	YTD
Vision PLUS PRE	2.66	37.24

**Taxes**

Description	Current	YTD
Federal Tax	742.22	10560.32
Medicare	53.10	749.98

**After-Tax Deductions****Accruals**

Description	Current	YTD	Description	Balance
NV Child Sup1	692.31	6981.24	Banked	0.00
NV Child Sup1 Fees	3.00	42.00	LV Vac	50.08
SupLifeEE Ins	22.15	310.10	LV FMLA	0.00
NV Child Sup St Fee	2.00	26.00	LV Sick	58.00
AccDeath Ins	0.78	10.92	LV TILQ	0.00
NLPOA Assoc Dues	11.00	121.00	Furlough	0.00
			LV Mil Res	0.00
			LV Sick Surplus	0.00

## Tax Withholding Information

Type	Marital Status	Exemptions	Secondary Exemptions	Additional Amount	Override Amount	Override Percentage
Federal	Single	1		50.00	0.00	0
Nevada	No State Withholding Tax	0		0.00	0.00	0

## Net Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
593439678	Chase	C	XXXXX7906	2135.19

## Other Information

Description	Value
Estimated employee PERS contribution	498.61

The PERS Act requires that employees pay half of their retirement contribution through a reduction in current wage or a reduction in a planned increase. PERS is required to give the employee credit towards their 36 month highest average for PERS eligible compensation. The estimation listed is based on regular retirement contributions, not Public Safety retirement. Contact PERS @ 866-473-7768 with any questions on retirement benefits.

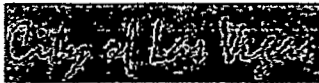
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## TP Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
593446106	Joint UPIC Account	C	XXXX9446	692.31

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## Payslip

For any questions or concerns, contact the CLV Payroll Section @ (702)229-6828 or payrollsection@lasvegasnevada.gov

Choose a Payslip **24-JUN-2016 - 890123 - Check 1**

Employee	<b>Richard S. Kilgore</b>	Employer name	<b>MC - Criminal</b>
Employee Number	<b>890123</b>	Organization	<b>MC - Criminal</b>
Location	<b>MC MARSHAL UNIT *</b>	Bargaining Unit	<b>PPA</b>
Position	<b>016126.RG.R.11500.Municipal Court</b>	Grade	<b>PMA.9</b>
Employee Address	<b>Marshal.EARLY.D. 1810 Thoroughbred Henderson NV 89002</b>		

## Pay Period and Salary

Pay Period	Payment Date	Pay Begin Date	Pay End Date	Pay Rate	Annual Salary
BI-Week	24-Jun-2016	05-Jun-2016	18-Jun-2016	3331.24	86612.24

## Summary

Current or YTD	Gross	Pre-Tax	Taxes	Deductions	Net Pay
Current	3664.41	2.66	795.32	731.24	2135.19
YTD	48095.29	34.58	10514.98	6760.02	30785.71

## Hours and Earnings

Description	Start Date	End Date	Current Hours	Current Amount	YTD Hours	YTD Amount
Longevity Pay				333.13		4330.69
Holiday Off				0.00	30.00	1249.23
Sick Used				0.00	12.00	499.70
Vac Used			3.00	124.93	64.50	2685.94
Regular Hours			77.00	3206.35	853.50	35540.45
Hol Straight Time				0.00	10.00	458.00
Admin Leave				0.00	80.00	3331.28

## Rate Details

## Pre-Tax Deductions

Description	Current	YTD
Vision PLUS PRE	2.66	34.58

## Taxes

Description	Current	YTD
Federal Tax	742.22	9818.10
Medicare	53.10	696.88

## After-Tax Deductions

## Accruals



Description	Current	YTD	Description	Balance
NV Child Sup1	692.31	6288.93	Banked	0.00
NV Child Sup1 Fees	3.00	39.00	LV Vac	62.39
SupLifeEE Ins	22.15	287.95	LV FMLA	0.00
NV Child Sup St Fee	2.00	24.00	LV Sick	54.00
AccDeath Ins	0.78	10.14	LV TILO	0.00
NLPOA Assoc Dues	11.00	110.00	Furlough	0.00
			LV Mil Res	0.00
			LV Sick Surplus	0.00

## Tax Withholding Information

Type	Marital Status	Exemptions	Secondary Exemptions	Additional Amount	Override Amount	Override Percentage
Federal	Single	1		50.00	0.00	0
Nevada	No State Withholding Tax	0		0.00	0.00	0

## Net Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
592327662	Chase	C	XXXXX7906	2135.19

## Other Information

Description	Value
Estimated employee PERS contribution	498.61

The PERS Act requires that employees pay half of their retirement contribution through a reduction in current wage or a reduction in a planned increase. PERS is required to give the employee credit towards their 36 month highest average for PERS eligible compensation. The estimation listed is based on regular retirement contributions, not Public Safety retirement. Contact PERS @ 866-473-7768 with any questions on retirement benefits.

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## TP Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
592334162	Joint UPIC Account	C	XXXX9446	692.31

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