

RICHARD KILGORE,
Appellant/Cross-
Respondent,

vs.

ELENI KILGORE,
Respondent/Cross-
Appellant.

District Court Case No. 15-2419
Appeal from the Eighth Circuit Court, the Honorable Cheryl B. Mess presiding

Respondent/Cross-Appellant, ELENI KILGORE, by and through her counsel, Fred Page, Esq. hereby submits her Response to Appellant/Cross-Respondent's Motion for Reimbursement of Transcript Costs. This Response is based upon the following Memorandum of Points and Authorities and all pleadings on file herein.

PAGE LAW OFFICE

FRED PAGE, ESQ.
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(702) 469-3278
Attorney for Respondent/Cross-Appellant

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3 **Memorandum of Points and Authorities**
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5 On February 6, 2018, the court reporter for the Eighth Judicial District filed
6 a Notice of Non Payment for Transcripts. In her Notice, the court reporter
7 indicated that a deposit of \$2,800.00 had been requested of Appellant/Cross-
8 Respondent on December 28, 2017, and that as of February 1, 2018, no payment
9 had been made.
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12 On February 27, 2018, Appellant/Cross-Respondent filed his Motion for
13 Enlargement of Time to File Opening Brief. In his Motion, Appellant/Cross-
14 Respondent alleged that more time was needed in which to file the Opening Brief
15 because he needed more time in which to come up with the funds to pay for
16 transcripts.
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19 On March 8, 2018, Appellant/Cross-Respondent was given 30 days in which
20 to pay the remaining funds owed for the transcript. At that time, Appellant/Cross-
21 Respondent did not request any funds from Respondent/Cross-Appellant. Because
22 of that, it appeared as though Appellant/Cross-Respondent agreed that he should
23 bear the cost of the transcripts.
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26 On approximately March 11, 2018, Appellant/Cross-Respondent paid the
27 transcript fees.
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1 On July 7, 2018, Appellant/Cross-Respondent sent an email to
2 Respondent/Cross-Appellant demanding that she pay for one-half of the cost of the
3 transcripts within 30 days.
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5 Less than 30 days after that demand, on July 27, 2018, Appellant/Cross-
6 Respondent filed the instant Motion for Fees Pursuant to NRAP 30(h). In the
7 Motion, Appellant/Cross-Respondent requested that Respondent/Cross-Appellant
8 pay for one-half of the cost of the transcripts within 30 days.
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10 On August 30, 2018, this Court entered an Order granting the Motion for
11 Costs noting that Appellant/Cross-Respondent neither requested reimbursement
12 regarding transcript fees nor cited to the rule seeking reimbursement and noted that
13 Respondent treated the Motion as a request for reimbursement of transcript costs.
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15 Because the Motion only cited to NRAP 30(h), Court therefore treated the Motion
16 as seeking only reimbursement of the costs associated with the preparation of the
17 appendix.
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20 The argument made in the Response to the Motion seeking reimbursement
21 of appendix preparation costs remains the same. The amount of money that is
22 being demanded from Respondent/Cross-Appellant is a significant amount of
23 money within a relatively short period of time. It took Appellant/Cross-
24 Respondent approximately 74 days or almost two and one-half months (December
25 27, 2017, to March 11, 2018) in which to pay the transcript fees. In return,
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1 Appellant/Cross-Respondent is demanding that Respondent/Cross-Appellant pay
2 within 15 days.

3 One of the issues on appeal is to enforce precedent under *Sertic v. Sertic*,¹,
4 and compel Appellant/Cross-Respondent to commence paying Respondent/Cross-
5 Appellant/Cross-Respondent her community property share of the defined benefit
6 plan in his name to her because he has reached his first eligibility for retirement but
7 chooses to continue working. Appellant/Cross-Respondent is employed under the
8 Public Employees Retirement System (hereinafter "PERS"). What this means
9 Respondent/Cross-Appellant will not get paid by PERS until Appellant/Cross-
10 Respondent actually retires. Because of that, Respondent/Cross-Appellant is
11 deprived of funds, a condition which Appellant/Cross-Respondent solely controls,
12 that could otherwise be used to pay for the transcript.
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18 Respondent/Cross-Appellant requests that if the Court concludes that
19 Appellant/Cross-Respondent, is entitled reimbursement and has not waived any
20 claim, she been given an additional 45 days in which to try and acquire the funds.
21 In the alternative, Respondent/Cross-Appellant requests that based upon his
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27 ¹ 111 Nev. 1194, 901 P.2d 148 (1995)
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1 conduct that Appellant/Cross-Respondent has waived the right to request
2 reimbursement for the costs of the transcripts.

3 DATED this 19th day of September 2018
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13 Attorney for Respondent/Cross-Appellant
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Page Law Office and that on September 19, 2018, I electronically filed with the Supreme Court a true and correct copy of the above and foregoing **RESPONDENT/CROSS-APPELLANT'S RESPONSE TO MOTION FOR REIMBURSEMENT OF TRANSCRIPT COSTS.**

I further certify that on September 19, 2018, I served a true and correct copy of the above and foregoing **RESPONDENT/CROSS-APPELLANT'S RESPONSE TO MOTION FOR REIMBURSEMENT OF TRANSCRIPT COSTS** via e-service and U.S. Mail, postage prepaid, to the following:

Betsy Allen, Esq.
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Las Vegas, Nevada 89114
Attorney for Appellant



An employee of Page Law Office