

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

KEVIN DANIEL ADRIANZEN,

Appellant,

v.

PAIGE ELIZABETH PETIT,

Respondent.

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Sep 23 2019 04:56 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Supreme Court No.: 78966

District Court No.: D489542

**APPEAL FROM ORDER DENYING REQUEST TO SET EVIDENTIARY  
HEARING ON MOTION FOR MODIFICATION OF PHYSICAL  
CUSTODY**

Eighth Judicial District Court of the State of Nevada

In and for the County of Clark

THE HONORABLE T. ARTHUR RITCHIE JR.

DISTRICT COURT JUDGE

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**APPELLANT'S APPENDIX – VOL. 3**

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## CERTIFICATE OF SERVICE

I, an employee of McFarling Law Group, hereby certify that on the 23<sup>rd</sup> day of September, 2019, I served a true and correct copy of Appellant's Appendix as follows:

  X   by United States mail in Las Vegas, Nevada, with First-Class postage prepaid and addressed as follows:

Mel Grimes, Esq.  
808 South 7<sup>th</sup> Street  
Las Vegas NV 89101

  X   via the Supreme Court's electronic filing and service system (eFlex):

Mel Grimes, Esq.

/s/Maria Rios Landin  
Maria Rios Landin



1 doesn't -- I'm not expecting some sort of lease or whatever.  
2 But one of the things that you advance is stability of  
3 residence. So I'm wondering. Is he just gonna stay there  
4 while he finishes school and what -- until he gets a job and  
5 be able to have his own place?

6 MR. BURTON: I think that is the plan right now is to try  
7 to make his life as easy as possible to finish that.

8 THE COURT: It's not a -- it's not a very per- persuasive  
9 argument to talk about stability issues when he doesn't have  
10 his own place. And he's living with his mom.

11 MR. BURTON: Mom has numerous...

12 THE COURT: He -- he's gonna be planning on living there  
13 indefinitely, right?

14 MR. ADRIANZEN: Yeah.

15 THE COURT: All right.

16 MR. BURTON: In the short term, yes.

17 THE COURT: All right. That's fine.

18 Now, the -- okay. The Court denied the motion and  
19 essentially granted a discovery period so that you would have  
20 an opportunity to develop facts as it related to the parent-  
21 child issues. That was in recognition of the fact that  
22 without a right to do discovery, he -- his information is sort  
23 of secondhand, either from the children or certainly what he  
24 reads on social media or may hear from mom's boyfriend or  
25 whatever and organize the facts.

1           And when you filed your motion, you -- I -- I don't  
2 know that I would agree with the -- the characterization as  
3 far as what you have shown. But you raise parent-child  
4 issues. Several of which, you raise questions about mom's  
5 residence. You raise questions about the relationship that  
6 she has in her home. You raise questions about the school  
7 that the child attends, which of course has nothing to do with  
8 the physical custody or -- by the way. That's an issue that's  
9 a joint legal custody issue.

10          MR. BURTON: I -- I didn't raise issue about the specific  
11 school, about how -- how he's doing in school.

12          THE COURT: You just mentioned a minute ago that mom is  
13 on zone variance because she's moved again. That the child...

14          MR. BURTON: That-- that's not a complaint about the  
15 school.

16          THE COURT: Okay.

17          MR. BURTON: It's a complaint about that he is going to  
18 have to change schools...

19          THE COURT: All right.

20          MR. BURTON: ...again because...

21          THE COURT: Now...

22          MR. BURTON: ...of her relocation.

23          THE COURT: You also mention that he is trying to, I  
24 guess, voluntarily participate in a -- in a platform for  
25 communication concerning the child through Talking Parents.

1 But because he has a case with his other child or some other  
2 kind of issue, he's trying to -- what is it, a veteran's  
3 discount or some other kind of deal, that he hasn't set that  
4 up yet?

5 MR. BURTON: Well, mom has -- is trying to force him to  
6 use these platforms by saying...

7 THE COURT: Again, I didn't...

8 MR. BURTON: ...she doesn't have a phone.

9 THE COURT: ...say it was ordered. But is -- I couldn't  
10 say. You wrote that mom claims no phone and dad must set up a  
11 Talking Parent account. Is he objecting to having some sort  
12 of platform communication? Or does he -- does he use that in  
13 another case?

14 MR. BURTON: He does use it in another case. And with  
15 the Talking Parents specifically, he uses it in another case.  
16 And because the app will only allow you to be logged in. So  
17 you won't get alerts or anything. It could be problematic.  
18 So there are other options here.

19 THE COURT: You can't set it up in another name?

20 MR. BURTON: I -- I believe, no. He has tried. And what  
21 happens is once you -- like with any phone app, once you log  
22 in, it stays logged in. And you have to switch between  
23 accounts.

24 THE COURT: Okay.

25 MR. BURTON: And it would only give you alerts for the

1 one you're logged in for.

2 THE COURT: The -- all right. He wants there to be a  
3 confirmation of telephone communication. And he would like  
4 that to be the primary mode of communication between the  
5 parties, right?

6 MR. BURTON: Something that is beyond e-mail, yeah. I --  
7 I think that he feels that this is a way to try to -- to shut  
8 him out or to -- to make him -- make it difficult, more  
9 difficult than it needs to be.

10 THE COURT: Okay. Tell me about this last medical  
11 appointment where he said that she provided information and he  
12 -- it was the wrong information related to that appointment.

13 MR. BURTON: So there was an initial e-mail that set an  
14 appointment time. And then there was another e-mail that said  
15 the appointment had changed. So dad went to the appointment,  
16 to the changed appointment time. And they said it had been  
17 changed back to the original appointment time. So while he  
18 was there, they called mom's phone. They got a voicemail, but  
19 in front of dad, which showed the phone -- they left a message  
20 for her. So the phone worked.

21 But that's just an instance of how this could've --  
22 with having no phone access, he's -- he's at this appointment  
23 by himself, at the wrong appointment. I'm not saying it was  
24 intentional or anything. But she's creating these situations  
25 making it just much more difficult than it needs to be. This

1 should not...

2 THE COURT: Does he object or is he...

3 MR. BURTON: ...have been that difficult.

4 THE COURT: ...arguing that taking their five-year-old to  
5 get a flu shot is a violation of his joint legal custody  
6 rights? I mean, is he...

7 MR. BURTON: I...

8 THE COURT: ...objecting to that for real? I mean...

9 MR. BURTON: I -- I haven't asked him about that  
10 specific...

11 THE COURT: Well, you put it in your...

12 MR. BURTON: ...instance. But...

13 THE COURT: ...paper. You said that it's a violation of  
14 his custody rights and that she got him a flu shot without  
15 discussing it with him ahead of time.

16 MR. BURTON: He does have a right to know about these  
17 appointments to be involved in these decisions.

18 THE COURT: I don't necessarily disagree with that. But  
19 basically you said that one of the reasons why I should re-  
20 evaluate or set a hearing for custody is because mom consented  
21 to a flu shot for their son without discussing it with dad.

22 MR. BURTON: That is one of like 20...

23 THE COURT: Even if that were true...

24 MR. BURTON: ...medical issues.

25 THE COURT: ...that would not be -- oh I get it. I'm

1 takin' 'em one at a time. Okay? I want to know whether your  
2 client objects or whether it's a notice issue.

3 MR. ADRIANZEN: Yes, just like...

4 THE COURT: Okay. That's...

5 MR. ADRIANZEN: ...when he was born...

6 THE COURT: That's fine.

7 MR. ADRIANZEN: ...I didn't do measles, mumps or rubella.

8 THE COURT: That's fine. Then that's something -- I  
9 mean, your -- your opinion, even though it may not be  
10 supported by medical evidence could be -- it's certainly a  
11 valid position. And that's why there's a notice requirement  
12 so that there can be a dialogue about it. What was it? 23  
13 folks died of the flu this year in Clark County, according to  
14 some news account that I read yesterday.

15 All right. So the -- I would -- I would tend to  
16 agree if any of these things were true. For instance, if mom  
17 didn't inform dad that the child was involved in an auto  
18 accident and the child was treated or even just checked out  
19 and released, that would be something that the Court would  
20 support his position. But that's a notice issue. That's why  
21 a platform for that kind of information is correct.

22 I support your general defense on the countermotion  
23 that there may be equitable defenses to a -- I guess a  
24 collection of stale requests for unreimbursed medical  
25 expenses. You wouldn't owe anything prior to the divorce.

1 Okay? Everything that was ordered in that decree, which was  
2 five years ago, you know, that -- that's not something you  
3 should worry about.

4           You may not even have to worry about stuff that was  
5 several years ago because there's a general notion that if you  
6 want reimbursement, you have to make a timely request for  
7 reimbursement.

8           But there is a problem that is apparent on  
9 communication, both from dad's point of view and mom's point  
10 of view as it relates to these things. And so, there -- you  
11 know, there are equitable issues of laches and estoppel  
12 whenever you bring that kind of stuff to the court.

13           Who is the -- who is Ryder's dentist?

14           MR. BURTON: It's a dental practice in general, not a  
15 specific dentist. It's something smiles, I think.

16           MS. PETIT: It's Little Smiles.

17           THE COURT: Okay. And the -- the -- is the issue  
18 cavities in the baby teeth?

19           MR. BURTON: There's -- there's...

20           THE COURT: Have they extracted (indiscernible)?

21           MR. BURTON: ...a couple of crowns now and other...

22           THE COURT: Oh stop that. Come on.

23           MR. BURTON: I -- it's in the record, Your Honor. I'm...

24           THE COURT: Yeah, okay. They -- they -- it -- okay.

25 Great. You're -- you're really thinking that they put a crown

1 on a kid that's five years old?

2 MR. BURTON: It's in the dental records, Your Honor.

3 THE COURT: Well, I'll be interested to see what that  
4 really is. What's the name of the school the child attends?

5 MS. PETIT: Tanaka Elementary.

6 THE COURT: I'm not asking you yet. I want to find out  
7 if dad knows.

8 MR. BURTON: Tanaka Elementary.

9 THE COURT: All right. And where is that located in  
10 town?

11 MR. ADRIANZEN: On Fort Apache and Maule.

12 THE COURT: Apache.

13 MR. BURTON: Did you hear that, Your Honor?

14 THE COURT: All right. So if dad is in this Mountain's  
15 Edge area, this would be the similar same general area of  
16 town.

17 MR. ADRIANZEN: Yes, sir.

18 THE COURT: Okay. And I guess dad has an ongoing beef  
19 about mom moving three or four times during the course of the  
20 last period of time. What is his understanding of the reasons  
21 for these moves?

22 MR. BURTON: Not really...

23 THE COURT: I mean, does she own a house?

24 MR. BURTON: No.

25 THE COURT: All right. So she rents, like about 50



1 percent of the people that live in this town?

2 MR. BURTON: Yes.

3 THE COURT: Is she moving from one apartment to the next  
4 or one house to the next?

5 MR. BURTON: I believe they're apartments.

6 THE COURT: Is it in different school zones or same  
7 school zones?

8 MR. BURTON: The le- the last move -- so the child just  
9 turned school age. So this is the first time it's affected  
10 the school zone. But the last move did affect the school  
11 zone.

12 THE COURT: All right. Well, the -- it's not  
13 automatically assumed that it's an issue of stability. It  
14 could be an issue of preference. It could be an issue of  
15 finances. The Court is trying to understand why that would  
16 be. But I certainly support your client's notion that he  
17 should know the residence address of any -- anywhere where his  
18 child lives. Okay. All right. Is -- is he really saying  
19 that she did not provide the address where she resides  
20 currently?

21 MR. BURTON: Yes.

22 THE COURT: Okay. The exchange locations, he says that  
23 there's been an ongoing dialogue about problems with  
24 exchanges. The current order I know is old. But what is the  
25 major issue with the exchanges? Is -- do I need to have a

1 specific order concerning -- I'm not of any order that  
2 requires any kind of supervised exchanges of the child, right?

3 MR. BURTON: No, there's no order for anything like that.  
4 Dad prefers it to be somewhat in a neutral public place just  
5 to keep the peace as much as possible. And that's what  
6 they've been essentially doing. And at one time, they even  
7 coordinated this with the other custodial schedule until that  
8 had gotten changed. And they don't -- they don't line up  
9 anymore.

10 THE COURT: Well, do you have -- I mean, did- didn't we  
11 set this up at the hearing in September?

12 MR. BURTON: We made no changes in Decem- in September.

13 THE COURT: Well, no. But they -- let's see. All right.  
14 So give me context of this. It says that mom dictates an  
15 exchange location. Well, how does that come down? Where is  
16 the exchange location typically?

17 MR. BURTON: So where do you normally exchange?

18 MR. ADRIANZEN: There's no set location. But recently  
19 it's been, I always do 'em at my house. She was doing them at  
20 her apartments. And then she has mo- now moved them to the  
21 Smith's or the Vons gas sta- I can't remember. It's Smith's,  
22 Albertsons. One of those gas stations right there on Rainbow  
23 and Ro- Robindale.

24 THE COURT: So there's a receiving parent protocol.  
25 Right. And she's saying, I don't want you to come to the

1 house. It's just near where she lives.

2 MR. ADRIANZEN: Correct.

3 THE COURT: All right. And that would be something that  
4 he objects to.

5 MR. BURTON: Well, I think calling...

6 THE COURT: I'm inter- I'm interested in knowing...

7 MR. BURTON: ...the police is a little excessive when  
8 there was an issue on that specific day...

9 THE COURT: Were they ever called?

10 MR. BURTON: ...that I outlined about...

11 THE COURT: Were they called?

12 MR. BURTON: Did they call the police? You called the  
13 police.

14 MR. ADRIANZEN: Well, no, I called.

15 THE COURT: He said they threat- she threatened to  
16 call...

17 MR. BURTON: Oh.

18 THE COURT: ...the police. I'm just wondering if they  
19 actually...

20 MR. BURTON: He had to call the police because she  
21 wouldn't bring the child. And then they ended up getting it  
22 sorted out. But it's just...

23 THE COURT: Okay.

24 MR. BURTON: ...commun- again...

25 THE COURT: Well, what would...

1 MR. BURTON: ...communications.

2 THE COURT: What would you suggest as far as the exchange  
3 terms or specific exchange terms that would address dad's  
4 concerns? He -- he complains about what he calls,  
5 inappropriate exchange locations, restaurants, bars,  
6 dispensaries, he mentions. I mean, I -- I -- without any  
7 specifics, obviously I would -- I would want to know more  
8 about that. But, you know, that's -- I mean, when -- when did  
9 that ever happen?

10 MR. BURTON: Well, it was suggested to -- so that's --  
11 that's actually factual. There's an e-mail that suggests the  
12 dispensary. Dad prefers something like McDonald's, something  
13 that is familiar to the children. It's public. There's  
14 cameras if there were some sort of incident.

15 THE COURT: Is there a specific restaurant that he has in  
16 mind that would work, cross streets or whatever?

17 MR. BURTON: He -- he's fine with the McDonald's. Do you  
18 have a specific?

19 THE COURT: Is there one that you know about that's...

20 MR. BURTON: Yeah, is there one in that area?

21 THE COURT: ...in the -- in the perimeter?

22 MR. ADRIANZEN: There -- there's one on Blue Diamond and  
23 Durango. And then there's also, by her house, there would be  
24 one on Rainbow and Blue Diamond.

25 THE COURT: Rainbow and Blue Diamond, the -- so that sort

1 of parallels 215.

2 MR. ADRIANZEN: 215 and Durango.

3 THE COURT: Well, excuse me...

4 MR. BURTON: Well, is that...

5 THE COURT: ...215 sort of tracks the southern...

6 MR. BURTON: ...(indiscernible) track...

7 THE COURT: ...part of town.

8 MR. ADRIANZEN: Yeah, that -- that's away from us. We're  
9 -- we're on Highway 165.

10 THE COURT: Okay. All right. So okay. Then does he  
11 specifically want the Court to weigh in and -- and say, look,  
12 there's no order for Talking Parent. We're not having Talking  
13 Parent. Or does he want to explore a product? I mean, I do  
14 know that, you know, the appeal of Talking Parent is that  
15 there's no up-front costs. He's a veteran, right?

16 MR. BURTON: Yes.

17 MR. ADRIANZEN: Yeah.

18 THE COURT: Yeah, well -- yeah. What's the other  
19 provider?

20 MR. GRIMES: Our Family.

21 THE COURT: Our Family Wizard, I think it could give you  
22 a significant discount if you're a veteran, for that. And you  
23 can look into that. And that would be another platform. And  
24 you could have one for one child and the other.

25 It -- it -- we -- we have -- it's a legitimate

1 point. If you're getting information, but not getting all the  
2 information concerning the child, especially as the child  
3 becomes school age, and there's a lot of things that should be  
4 posted that deal with day-to-day things, whether it's -- and  
5 I'm not talking about academics because the way that they have  
6 it set up, you know, you just log in and you have your own  
7 access, whether it's a portal, it's an e-mail stream or  
8 whatever, you don't need her for that.

9           The -- what's the principal concern? Is there any  
10 ongoing medical treatment as far as the dental stuff? Are  
11 they -- are they recommending extractions or are they putting  
12 spacers in? Or what are they doing?

13           MR. BURTON: Well, they're...

14           THE COURT: Because obviously, the -- the adult teeth are  
15 -- aren't all the way in, you know.

16           MR. BURTON: The most recent records were from, I think,  
17 February.

18           Is that true?

19           MR. ADRIANZEN: Yeah, (indiscernible)...

20           MR. BURTON: Yeah.

21           MR. ADRIANZEN: They (indiscernible).

22           MR. BURTON: So they were just in February. And they  
23 recommend a slew of medical treatment.

24           THE COURT: Yeah, but is it -- is he transitioning from  
25 baby teeth to adult teeth?

1 MR. ADRIANZEN: He got a crown on his molars.

2 THE COURT: How do you have a crown?

3 MR. ADRIANZEN: Because he had -- he got multiple  
4 cavities...

5 THE COURT: Okay. And they didn't want to...

6 MR. ADRIANZEN: ...on the same tooth.

7 THE COURT: ...take it out and leave a space?

8 MR. ADRIANZEN: Well, they were saying it will fall out  
9 when he's, like, 18, that it's one of those pre- one of those  
10 molars that do fall out when you're older. But he would have  
11 to have another crown when he's 18.

12 THE COURT: But a crown on a five-year-old.

13 UNIDENTIFIED SPEAKER: I...

14 THE COURT: That's the craziest thing I've ever heard. I  
15 mean, I -- I -- I don't know how to dentist. I -- it just  
16 sounds -- I've never heard that before. Okay. That must have  
17 been very expensive.

18 MR. ADRIANZEN: He's on Medicaid.

19 THE COURT: Okay. It's...

20 MR. BURTON: Your -- Your Honor, before we walk away from  
21 the -- the parenting portal thing, can I just say one thing  
22 quickly on that -- on the...

23 THE COURT: Yeah.

24 MR. BURTON: ...Our Family Wizard? I -- I don't think  
25 that is supposed to -- something like that. And I find those

1 programs very helpful for calendaring and messaging and  
2 even...

3 THE COURT: Well, and also for a re-...

4 MR. BURTON: ...unreimbursed meds.

5 THE COURT: Also for trying to prove what you're trying  
6 to prove (indiscernible).

7 MR. BURTON: Ab- absolutely.

8 THE COURT: Yeah.

9 MR. BURTON: Well, what happens when you say, maintain  
10 positions, like, I don't even have a phone, is there are times  
11 when...

12 THE COURT: Again...

13 MR. BURTON: ...things could...

14 THE COURT: That's a...

15 MR. BURTON: ...come up.

16 THE COURT: I haven't even had a chance to visit with Mr.  
17 Grimes.

18 MR. BURTON: Okay.

19 THE COURT: That -- that -- that is -- that -- I take  
20 that as sort of an -- a transitional position. That's not a  
21 reasonable position. And I'm gonna have to understand that  
22 better.

23 MR. BURTON: Okay.

24 THE COURT: There are gonna be emergencies. And there's  
25 gonna be, you know, a need to be able to communicate at some



1 level. Okay? So I -- I'm not suggesting that it's an  
2 acceptable position to say, I'm incommunicado, in this day and  
3 age. Okay?

4 MR. BURTON: Okay. I just want to be clear that he's  
5 not, like, wholly opposed to those things or anything like  
6 that. He...

7 THE COURT: Well, I...

8 MR. BURTON: He understands the value of them.

9 THE COURT: I -- I do -- it's an interesting thing. I  
10 never heard that either where if you have a Talking Parent  
11 account with one family and you happen to have another child,  
12 you can't have some sort of app that works both ways. That's  
13 odd. I hadn't heard that before. But if it's -- you know,  
14 it's worth knowing about if I'm gonna have -- if you're gonna  
15 have issues that way.

16 Does your client typically text or e-mail him -- I  
17 mean, e-mail her?

18 MR. BURTON: Now he e-mails. Before that, they would  
19 text mostly.

20 THE COURT: Well, e-mail is a way to preserve the  
21 communication, certainly to show notice or -- or issues  
22 regarding that. Now, did the child go to preschool?

23 MR. BURTON: No.

24 THE COURT: Early childhood development, anything like  
25 that? Okay. Does -- it sounds to me like dad has some

1 concern or some objection to the child going to Tanaka.

2 MR. BURTON: No, not particularly. That wasn't a real  
3 concern as far as that school. I mean, he's not doing well in  
4 the school. But dad thinks that there's larger issues as to  
5 why he's not doing well. But it's more or less the fact that  
6 he's -- he -- he has to switch schools already because  
7 nobody's zoned for Tanaka. So that's really the main  
8 objection to Tanaka as a whole, is just he's in a school he  
9 has to switch from.

10 THE COURT: Well, as it relates to this -- the principle  
11 request is to have some sort of process to address the time  
12 share. But regardless of that, you've always had joint legal  
13 custody. You've always had the right to raise issues  
14 concerning selection of school, not only performance, but  
15 where the child attends. And that never ch- that's not gonna  
16 change, regardless of, you know, these proceedings. Okay?  
17 Let me visit with Mr. Grimes for a few minutes. Okay?

18 Mr. Grimes, you re-opened this case last July. And  
19 it was a request to modify the time share. That was addressed  
20 last fall. And it -- it's been raised again after discovery  
21 period. When -- how long -- where does your client live right  
22 now?

23 MR. GRIMES: What's your address?

24 MS. PETIT: Jones and Wigwam.

25 THE COURT: And what is that?

1 MS. PETIT: It's a house.  
2 THE COURT: Okay. And are you the tenant? Did you rent  
3 it?  
4 MS. PETIT: Yes.  
5 THE COURT: Okay. When did you rent it?  
6 MS. PETIT: In Febu- oh sorry, January.  
7 THE COURT: January. Okay. Is it -- what's the duration  
8 of the tenancy?  
9 MS. PETIT: It's a year.  
10 THE COURT: Okay. Who are the tenants?  
11 MS. PETIT: It's me and my fiancé, Sean.  
12 THE COURT: Okay. And who lives there?  
13 MS. PETIT: Me; my fiancé; Ryder; my other two children;  
14 and then Sean's father, like, part time, whenever he's in  
15 town.  
16 THE COURT: Okay. How old are your other two kids?  
17 MS. PETIT: My daughter is two next week. And then my  
18 son is nine months.  
19 THE COURT: Okay. And Sean is the father of those kids?  
20 MS. PETIT: Yes.  
21 THE COURT: Where did you live before this house on Jones  
22 and Wigwam?  
23 MS. PETIT: An apar- or a condo, Durango and Warm  
24 Springs.  
25 THE COURT: Jones and Wigwam. Jones and Wigwam is

1 actually closer to where he lives, souther- or more south;  
2 right?

3 MS. PETIT: It's a little further. But, yeah, it's still  
4 relatively close.

5 THE COURT: Okay. The Tanaka Elementary School, were you  
6 living at Durango and Warm Springs when you enrolled him  
7 there?

8 MS. PETIT: Yes.

9 THE COURT: And he's continued to go there even though  
10 you moved to Jones and Wigwam?

11 MS. PETIT: Yes.

12 THE COURT: Is he on his own variance?

13 MS. PETIT: No.

14 THE COURT: Well, how is he doing that? Is Jones -- is  
15 Jones and Wigwam house in the same school zone as the Durango  
16 and Warm Springs house?

17 MS. PETIT: No. I just haven't filled out a variance  
18 request.

19 THE COURT: So what is going to happen next August?

20 MS. PETIT: It'll either get denied or he'll have to  
21 switch schools.

22 THE COURT: Okay. Well, you realize that you don't have  
23 the only say in where the child goes to school; right?

24 MS. PETIT: Yes.

25 THE COURT: Okay. The -- if you -- there's nothing wrong

1 with renting. There's nothing wrong with having a lease  
2 January to January. But if you do that, what does it do? It  
3 makes a decision in the middle of the school year. Okay?

4 MS. PETIT: Mm-hm.

5 THE COURT: So if for some reason you're not able to up  
6 the lease, or you decide that it's not a great place, you want  
7 to live someplace else, you're making a decision where you  
8 live in January when school year ends at the end of May.  
9 Okay?

10 Also, I don't know how vigilant Tanaka is. But I've  
11 had cases where the schools check on your residency. And they  
12 basically tell you, you need to change schools in the middle,  
13 especially if they're overpopulated as it relates to kids,  
14 pupils, so, you know.

15 The -- where do you work?

16 MS. PETIT: I'm not employed.

17 THE COURT: You're a homemaker?

18 MS. PETIT: Yes.

19 THE COURT: Sean supports the family?

20 MS. PETIT: Yes.

21 THE COURT: And when was the last time you worked?

22 MS. PETIT: Back in -- I think it was 2017.

23 THE COURT: Okay. Do you have a Talking Parents account?

24 MS. PETIT: I do.

25 THE COURT: How long have you had it?

1 MS. PETIT: Probably about a year, year and a half.

2 THE COURT: Okay. Who do you use it for? I mean, who do  
3 you use it with?

4 MS. PETIT: Nobody. I originally created it and asked  
5 Kevin to sign up. And he hasn't.

6 THE COURT: Okay. Have you ever posted anything on it?

7 MS. PETIT: I can.

8 THE COURT: Have you ever posted anything on it?

9 MS. PETIT: No, it only activates when the other  
10 parent...

11 THE COURT: Okay.

12 MS. PETIT: ...also signs up.

13 THE COURT: Where are your custody exchanges?

14 MS. PETIT: I pick Ryder up at Kevin's house. And then  
15 he picks Ryder up at the Smith's gas station.

16 THE COURT: Do you have any objection if there's an issue  
17 with where you -- where he picks up to adjusting it or  
18 shifting it to a McDonald's restaurant, one of the ones he's  
19 talking about?

20 MS. PETIT: No, that's fine.

21 MR. GRIMES: Your Honor, what she is asking is, pick one  
22 in the middle and do all exchanges there. She has no  
23 objection to that.

24 THE COURT: Well, I'll have to think about that.

25 MR. GRIMES: Okay.

1 THE COURT: The -- I -- I made notes. But I can't find  
2 'em. He selected -- he suggested a couple. One was, like,  
3 Blue Diamond and one of the other ones.

4 But anyway, the -- the -- talk to me about your  
5 phone situation. Are you on -- do you have a cell phone now?

6 MS. PETIT: I do not. The cell phone is broken. I do  
7 have my phone line still activated though.

8 THE COURT: A hard line?

9 MR. GRIMES: No, she has a cell phone line. The number  
10 hasn't changed. Her actual phone broke. And was not insured.  
11 And so she has to buy a phone at full value. And she simply  
12 doesn't -- has not had the money.

13 THE COURT: Okay. I wo-...

14 MR. GRIMES: She ex-...

15 THE COURT: I couldn't say it better myself. She has to  
16 get a phone. Okay?

17 MR. GRIMES: Correct.

18 THE COURT: She just -- that should be a priority. The  
19 -- I -- I need you to help me understand, Mr. Grimes, this  
20 dental thing.

21 MR. GRIMES: Your Honor, as a young child, this child  
22 does not like brushing his teeth. And it's now being  
23 addressed. It's being addressed through dental treatment.  
24 I've reviewed the dental records.

25 THE COURT: I -- what is -- what is this -- the -- he had

1 a -- he had a -- several cavities in the teeth in the back of  
2 his mouth and they had to fill them and put a crown on?

3 MR. GRIMES: They put -- they're calling it a crown.  
4 It's a cap. It's a baby's cap. One of my children had them,  
5 as well. They fall out. And they're replaced by adult teeth.

6 THE COURT: Well, it's not a crown like we have where  
7 they grind a tooth down and put (indiscernible).

8 MR. GRIMES: They're not grinding it down.

9 THE COURT: Okay.

10 MR. GRIMES: They're not putting a -- a...

11 THE COURT: All right. So it -- but what they're trying  
12 to do is -- is not have a gap in the child's teeth.

13 MR. GRIMES: Correct.

14 THE COURT: Okay. Is -- does the child go and see the  
15 dentist every six months or so?

16 MR. GRIMES: Yes, and in fact if you look at the  
17 medical-- or the medical unpaid reimburse, every six months.

18 THE COURT: All right. What do -- what do you want the  
19 Court to understand 'cause one of the counter motions is, you  
20 want to reconcile unreimbursed meds? Why would you expect him  
21 to pay stuff that might go back five years?

22 MR. GRIMES: Well, and that's interesting because this  
23 was addressed in the decree. This Court specifically said,  
24 the birthing costs, et cetera, were to be divided half and  
25 half. He has never reimbursed. She has submitted all of



1 these to him, often getting them back in the mail as  
2 undeliverable because he doesn't live at that address.

3 THE COURT: Well, he needs to -- she needs to pay  
4 attention to that because if this case is -- what is it? The  
5 decree of divorce was 2014.

6 MR. GRIMES: '14.

7 THE COURT: That's like five years ago.

8 MR. GRIMES: Correct.

9 THE COURT: If -- if it's mentioned, then the Court  
10 reserves jurisdiction to deal with it. If it's not mentioned,  
11 it's not -- it's an omitted deal. So what is the total  
12 amount, based on what you reviewed, based on the motion and  
13 the op- and the reply -- the countermotion and reply, that you  
14 think is at issue here with the -- with the non-covered  
15 expenses?

16 MR. GRIMES: \$6663.99.

17 THE COURT: That means that she paid \$6663.

18 MR. GRIMES: Correct.

19 THE COURT: And do you feel like you've made the  
20 voluntary disclosures necessary to show how it's broken down?

21 MR. GRIMES: I actually made her get me every one of the  
22 receipts and show that she sent them.

23 THE COURT: Okay.

24 MR. GRIMES: I have them. I'll be glad to disclose them.

25 THE COURT: Well, no, but that's what...

1 MR. GRIMES: That...

2 THE COURT: One of the things they're objecting to is the  
3 timing of it and also the detail. Did the child have dental  
4 insurance? Or is that just out of pocket? And are these like  
5 copayments, deductibles, prescriptions, expenses?

6 MR. GRIMES: And -- and they're outlined on here. But,  
7 yes, often they're copayments. And sometimes they were not  
8 covered.

9 THE COURT: All right. The -- she denies that there's DV  
10 in her house and there -- and that there's these basic  
11 allegations. What -- what type of discovery was done during  
12 this 60-day period of time since last fall?

13 MR. GRIMES: None. We received no request. Okay? And  
14 that's my first point. This Court gave them the opportunity.  
15 They chose not to. They sat on it. There's nothing. So what  
16 do they do? They raise the issue of the dental, same thing  
17 they raised before, the co-parenting. She has explained to  
18 him. And the e-mails are there. Her phone is broken. He's  
19 not blocked. She asked him to -- to go by e-mail until she  
20 can get a new phone.

21 THE COURT: Well, what -- how long has that been? I  
22 mean, it seems like it's been about a month or two.

23 MR. GRIMES: It was originally January, right?

24 MS. PETIT: Yeah, late...

25 MR. GRIMES: (Indiscernible).

1 MS. PETIT: Late December, January.  
2 MR. GRIMES: Oh was it December?  
3 MS. PETIT: (Indiscernible).  
4 MR. GRIMES: Okay. It was late December.  
5 THE COURT: All right. You know what, it's -- we're in  
6 April.  
7 MR. GRIMES: It's...  
8 THE COURT: The flu shot issue, did she let him know that  
9 she was thinking that the child needed a flu shot?  
10 MR. GRIMES: Did you?  
11 MS. PETIT: I sent a letter over on the weekend and --  
12 stating that I had scheduled an appointment for him to get a  
13 flu shot. And then...  
14 THE COURT: Well, how long ago did he get it?  
15 MS. PETIT: He had -- he got it on the weekend. So on  
16 Saturday. And it was scheduled for...  
17 THE COURT: You mean now?  
18 MS. PETIT: Oh no. This was back in...  
19 THE COURT: Well, I mean, it's usually...  
20 MS. PETIT: ...I think January.  
21 THE COURT: ...September, October, November area; right?  
22 MS. PETIT: No, this was back in just January or  
23 February.  
24 THE COURT: Okay. Well, the flu season starts and the  
25 shots are available in September and October if you're gonna

1 do it. And you need to let him know that you're thinking  
2 about doing it, which gives him an opportunity to -- I  
3 suppose, to try to make a case that it's not in the best  
4 interest of the child. Okay?

5           The -- they also raise a general complaint that  
6 either on school records or medical records or dental records  
7 or whatever, that there is some sort of incomplete  
8 information. Is that something that needs to be corrected?

9           MR. GRIMES: No.

10          THE COURT: Okay.

11          MR. GRIMES: He's on the records at the school.

12          THE COURT: What about...

13          MR. GRIMES: What -- what he does allege, Your Honor, and  
14 it's interesting, he said, he didn't know about the parent-  
15 teacher conferences. He has joint legal. He's on there. He  
16 has access to Family Wizard. The school district no longer  
17 sends home flyers. They refuse to spend the 20 cents. They  
18 sent out a all call and an e-mail via tal-...

19          THE COURT: Yeah.

20          MR. GRIMES: Whatever the...

21          THE COURT: I -- I think it's called...

22          MR. GRIMES: ...current por-...

23          THE COURT: ...parent portal...

24          MR. GRIMES: ...portal is.

25          THE COURT: ...or something like that. But, yeah, that's

1 -- what we need to do is we need to make sure that if there's  
2 been a failure to attend to these joint legal custody issues,  
3 there needs to be a -- you know, just make sure there are no  
4 barriers to that. Okay?

5 MR. GRIMES: And, Your Honor, I -- to be clear, that was  
6 a conversation I have had with Ms. Petit regarding how things  
7 went. I had that conversation with her nine months ago. And  
8 I will tell you, those issues have been addressed.

9 THE COURT: Okay.

10 MR. PETIT: But...

11 THE COURT: The -- the -- I -- does she e-mail?

12 MR. PETIT: She does.

13 THE COURT: Does she have a computer at home?

14 MR. PETIT: Yes.

15 THE COURT: She'll have to be vigilant on her e-mails if  
16 she can't have a phone and she doesn't have an order that  
17 requires talking parents. Okay?

18 MR. PETIT: Okay.

19 THE COURT: The -- the car accident with the son, when  
20 did that happen?

21 MR. PETIT: First of all, it was two years ago.

22 THE COURT: Okay. So...

23 MR. PETIT: And again, as I said, I did have to have a  
24 conversation with her about...

25 THE COURT: That's fine.

1 MR. PETIT: ...re-...

2 THE COURT: These are -- that's something that can't  
3 happen in the future.

4 MR. PETIT: Okay.

5 THE COURT: Two years ago, it's remote in time. It's not  
6 -- certainly not since the Court heard this matter last fall.  
7 And I haven't seen anything about it. Was the child injured  
8 at all or just checked out?

9 MS. PETIT: Just checked out.

10 THE COURT: And were you injured?

11 MS. PETIT: No.

12 THE COURT: The -- did you have property damage?

13 MS. PETIT: Yes.

14 THE COURT: All right. Well, that would be -- if that  
15 happened tomorrow, you know, God forbid, or whatever, that  
16 requires specific notice to the parent. That requires  
17 allowing that parent to sort of deal with the emotions of  
18 whether the child is injured or not and ask questions of  
19 doctors or treating folks. Okay?

20 So if two years ago it didn't happen and you didn't  
21 notify him because you thought that it wasn't that big of a  
22 deal, you need to rethink that approach. Okay? Because  
23 that's not a -- that's not embracing the joint legal custody  
24 principles.

25 If there was an auto accident during his custodial

1 time and the child was treated at a hospital and it was  
2 serious enough to be able to have property damage and he  
3 didn't tell you, you would have a legitimate beef. Okay?

4           The -- what do you think about where dad lives? Do  
5 you have any objection to him living with his mom? I mean,  
6 it's suitable for your -- for your child?

7           MS. PETIT: As far as I know.

8           THE COURT: Has he lived there since the divorce?

9           MS. PETIT: No.

10          THE COURT: Anything else, Mr. Grimes?

11          MR. GRIMES: Your Honor, I do want to address -- because  
12 they made a rather long argument regarding instability. Her  
13 and her fiancé, Sean, have been together for three years.  
14 They have two children. Yeah, I -- I think most of us have  
15 experienced, you know, the second and third year of marriage,  
16 even into the fifth year, they're not always the kindest to  
17 individuals as you change your lifestyle. But these two have  
18 been together. They have a committed relationship. And I...

19          THE COURT: Well, take it -- listen. If -- if the guy  
20 has an argument with her and he picks up the phone or goes on  
21 Facebook or online and pushes him and says, hey, look, you  
22 know, you -- you -- I -- I'm gonna help you with the custody  
23 case. Now he's being manipulated. And she's being attacked.  
24 Okay?

25          MR. GRIMES: I -- I agree.

1 THE COURT: And that -- and that type of, you know,  
2 ridiculous behavior, you know, is -- I -- I can't ignore it.  
3 I got to at least consider it. It's part of...

4 MR. GRIMES: Okay.

5 THE COURT: ...the mix. Okay? But it also creates a  
6 huge problem of motivation and bias when it -- when it comes  
7 down to it. I...

8 MR. GRIMES: Right.

9 THE COURT: That's why I asked whether she lived with  
10 him, whether she had a custody schedule with him. So they're  
11 together. So she has -- the Court has to determine whether  
12 they've shown that there's some sort of risk in the home.

13 And that's -- that's what the -- the -- you know,  
14 look. I -- from dad's point of view, and I've spent way too  
15 much -- I mean, I -- I don't have 40 minutes to spend on a  
16 case when I got twelve ca- eight cases in the morning. But  
17 this is a case where it deserves a review or a discussion  
18 about these issues.

19 And I got the impression with the motion that was  
20 filed that dad thought that the Court didn't consider any of  
21 the issues that were raised in the countermotion last fall.  
22 The Court considered them and said, they're not adequate cause  
23 to relitigate the issue of custody. That's a judgment call  
24 court's have to make because there is a burden to show that  
25 there's adequate cause.



1           Now, I could've just left it at that. But I didn't.  
2 I said, we're gonna allow discovery for 60 days to see if you  
3 can develop these facts because there are some legitimate  
4 issues that you raise about joint legal custody, certainly.

5           And then the motion was filed. And so I'm lookin'  
6 at this. And I'm -- and I'm -- I'm lookin' at the issues that  
7 require some dialogue. But I don't s- there's no prima facie  
8 case for change of custody. And the fact that he has a week-  
9 to-week time share with his other child is not adequate cause  
10 to relitigate the issue of custody in this case. He has to  
11 show material changes in circumstance and that it would be in  
12 the best interest of the child for a change in custody.

13           And, you know, that's the problem we have here.  
14 It's supposed to be difficult to reopen the issue of custody.  
15 And you're asking me essentially to determine adequate cause  
16 and set a hearing and start another discovery arc, when I gave  
17 you one.

18       MR. BURTON: Your Honor, can I speak on that quickly?

19       THE COURT: Yes.

20       MR. BURTON: I -- so first, you know, Mr. Grimes said  
21 that we have a five-year-old who doesn't want to brush his  
22 teeth. And -- and we get that. But he's five. And he's  
23 living primarily with mom. That's her job to make sure...

24       THE COURT: I -- I don't know...

25       MR. BURTON: ...that gets done.

1 THE COURT: I don't know -- look. I don't necessarily  
2 ag- I don't agree with -- just because I don't contradict it,  
3 doesn't mean I don't agree with it.

4 MR. BURTON: Okay.

5 THE COURT: The fact is, the child's with her more. The  
6 fact is, if the child has a bunch of cavities, maybe it's a  
7 diet issue. Maybe it's not being vigilante with -- with the  
8 brushing of the teeth. It is a -- it's relevant to custody.  
9 But he can't get a week-to-week time share because the guy has  
10 ten cavities and has a cap on the back of his tooth.

11 That is not -- even it was true and even if she  
12 neglected his brushing and has been admonished by the dentist,  
13 as long as she's taking the kid to the dentist and treating  
14 these issues, it doesn't automatically result in a change of  
15 custody. That's what the -- that's what the provision of,  
16 does the affidavit state a prima facie case? So it's a piece.  
17 It's not irrelevant.

18 It's certainly something that mom should do a better  
19 job of since she is the point person, she has the chi- child  
20 more. But it also -- you know, dental issues can be an issue  
21 of neglect. It can be an issue of diet. It can be an issue  
22 of heredity. Okay? They -- there isn't an automatic  
23 determination that it's not in the best interest of the child  
24 to be with mom because he had to have a crown on the back of  
25 his tooth.

1 MR. BURTON: Your Honor, on the discovery issue, though,  
2 I -- I provided numerous criminal records about the person  
3 living in their child's home. I provided medical records.  
4 Aside from being a fly on the wall in their home, I can't even  
5 think of what other discovery mechanism -- mechanisms could be  
6 used to get more information on these issues.

7 This isn't just about his dental. This isn't just  
8 about -- this is a totality of co-parenting; medical neglect;  
9 education neglect; poor choices of who you're allowing around  
10 your children on a daily basis, when you're having -- you have  
11 children with (indiscernible) to this home; serious drug  
12 problems this guy has. And to act -- and to say that that is  
13 not relevant in this, I just don't think is...

14 THE COURT: I didn't say it wasn't relevant. What I said  
15 was it does not -- you didn't -- you haven't shown a prima  
16 facie case concerning those concerns. You haven't. And it is  
17 a -- I mean, I would -- I would say it's a close call as it  
18 relates to whether to relitigate the issue of custody. But  
19 just because he says it, doesn't mean it's true.

20 MR. BURTON: But that's the prima facie case is that we  
21 take it as true. And then he's got to prove it.

22 THE COURT: What type of pending charges are against  
23 her...

24 MR. BURTON: Well, I...

25 THE COURT: ...significant other?

1 MR. BURTON: ...believe he may have just gotten off  
2 probation the last time we checked. But he had violated the  
3 probation for a dirty drug test during the probation. And  
4 again, this is not just a marijuana. This is pills. This is  
5 other stuff in the home here. We -- we don't know.

6 THE COURT: Yeah, I -- I -- it's unsettling to the Court,  
7 also. I don't -- you know, I...

8 MR. BURTON: I -- I understand taking...

9 MR. GRIMES: Your Honor...

10 MR. BURTON: ...one thing at a time and going, this isn't  
11 enough. This isn't enough. But there's so much stuff here.

12 THE COURT: I -- I -- look. I can respect your argument  
13 and still not agree with it. Okay? I'm not -- I'm not  
14 persuaded that it requires a relitigating of the custody  
15 matter.

16 MR. GRIMES: And, Your Honor, I do want one other issue.  
17 Eight call -- calls to DFS, CPS visits to the home in the  
18 last, I believe, three years.

19 Right?

20 MS. PETIT: Mm-hm.

21 MR. GRIMES: Okay. Now we can't prove who initiated all  
22 of those, but we have our ideas, because we're not allowed to  
23 know that. All of them, every last one with home inspections  
24 are unsubstantiated.

25 THE COURT: I know. But look. This is not a case --

1 that -- that argument isn't holding water because there is a  
2 reason he -- he -- look. He's getting secondhand accounts.  
3 He's not in the house.

4 MR. GRIMES: Mm-hm.

5 THE COURT: He sees information concerning her  
6 significant other that he does not like because this person is  
7 around her -- his child. He sees issues of problems with the  
8 dental, issues maybe with school from his point of view. He  
9 -- he's not -- he's not making these concerns up. He has a --  
10 he has concerns. The issue is, has he been able to develop a  
11 case that would support a change in the custodial order?

12 A flu shot issue and other things, these are legal  
13 custody issues that are gonna come up during the course of --  
14 of time. If next summer or next fall, she says, look, you  
15 know, they recommend the flu shot. And I want to get a flu  
16 shot; and you say, no, I may have to evaluate whether that's  
17 something that we -- we deal with. Okay?

18 If she can't get a zone variance and the child needs  
19 to change schools, one of the considerations would be, where  
20 do you want the child to go to school and why?

21 If you're still living with your mom, I mean, that's  
22 an indefinite relationship. There's no reason for me to think  
23 that you're not welcome there.

24 But I think the dad thinks that his situation is  
25 more stable than hers. It's the same. Okay? They have no --

1 I mean, he has longer -- longer period of time there. But  
2 it's the same tenuous situation. They're both in a tenuous  
3 financial situation. That's for sure.

4 I'm concerned that if she's in a relationship that  
5 doesn't work very well for her, she has no economic power to  
6 be able to deal with it. Okay. She has -- she can't even buy  
7 a cell phone for four months. She's dependent on her  
8 significant other. She's got young children. It is a  
9 concern. It's somethin' she needs to take care of and make  
10 sure because just because the Court might close this matter,  
11 if there's a catalyst for reopening the matter, the Court  
12 looks at the whole circumstances here.

13 Let's say for a sake of argument, you say, well,  
14 what is it gonna take? That's a rhetorical question you raise  
15 in your papers. They have a DV incident. It results in  
16 arrest. They have a drug charge or -- or some other kind of  
17 catalyst there. They have a -- they get put out of their  
18 house because they get evicted for not paying a mor- all of  
19 these things become material to this consideration.

20 And so anyway the Court is gonna deal with the  
21 counter-motion this way. If it mentioned in the decree that  
22 there was a reservation of jurisdiction concerning expenses  
23 that you didn't really know about, then you gotta answer them.  
24 You still have equitable defenses.

25 This opposition and counter-motion wasn't filed

1 until, what, March 21st. I want to give them more time to dig  
2 in and determine...

3 MR. GRIMES: Okay.

4 THE COURT: ...whether he agrees. If you agree to pay  
5 some of it, then we're talking about paying it over time. You  
6 don't have the ability to pay it or you -- you acknowledge  
7 that some of those expenses are necessary. Parents have to  
8 share non-covered expenses. So she has to prove that she paid  
9 it and that your share, statutory share, is one half of it.  
10 Now, I'm not saying that you're gonna be found to owe half of  
11 \$13,000. It's possible. But I'm not gonna issue judgment  
12 against you today for that.

13 What I'm gonna tell you, Mr. Grimes, is that I'm  
14 gonna give Mr. Burton an opportunity to evaluate these claims  
15 over the next 30 days or so. If you reach an impasse, then  
16 you can re-notice the matter and ask for proceedings on the  
17 judgment.

18 As far as the details of this, what was the -- what  
19 -- what is the McDonald's that seems the fairest as it relates  
20 to an exchange point somewhere between you two?

21 MR. ADRIANZEN: The fair one would be Blue Diamond and  
22 Rainbow.

23 THE COURT: All right. So the exchanges for...

24 MR. GRIMES: Are you okay with that?

25 THE COURT: ...for both sides...

1 MS. PETIT: Mm-hm.

2 THE COURT: ...of the custodial exchange will be Blue  
3 Diamond and Rainbow.

4 You will look into a platform. But the Court is not  
5 gonna order a platform, Talking Parents or Our Family Wizard,  
6 unless you buy into it and you want to do it. Okay? It's --  
7 there are real benefits to doing it. But her dialogue saying  
8 you have to do this, there's no order for it. So you can make  
9 it an order with your consent. Okay?

10 MR. ADRIANZEN: Okay.

11 THE COURT: As it relates to the child's medical  
12 appointments, the dental appointments, there needs real time  
13 non -- if it's a non-emergency, notice to you. She needs to  
14 recognize your joint legal custody rights related to  
15 immunizations and school choice and all these other things.

16 Now, the child goes to Tanaka. As long as the child  
17 can go to Tanaka, that is the precedent. And you would have  
18 to get permission from her or a court order in order to change  
19 that placement. Now if the child can't go to Tanaka, you guys  
20 need to talk between now and August. And don't wait till the  
21 last minute.

22 I -- I'm not persuaded that we have an issue related  
23 to official records. But obviously official records, if  
24 there's an issue, you bring it up. And it should be  
25 corrected. And...



1 MR. BURTON: Your Honor, the 30/30 rule, they don't have  
2 that now and that obviously would resolve the -- the issue.

3 THE COURT: I -- I -- I'm 100 percent in agreement.  
4 Going forward, there will be a 30/30 protocol. What that  
5 means is, somebody doesn't drop a \$6000 bill on you. Okay?  
6 That means that if you incur a copayment and deductible, let's  
7 say you take the child to the doctor and you incur a \$30  
8 copay, if you want reimbursement, you're expected to provide  
9 the documentation to her with a request for \$15 within 30  
10 days. If you don't, then the Court is gonna assume, maybe  
11 you're waiving that. You're not seeking the minimum  
12 reimbursement.

13 She has to file a -- a -- or give you reimbursement  
14 within 30 days after the notice. And if she doesn't, then the  
15 Court can consider her, you know, in violation of the order.  
16 And I'm sure that with five years gone by, the \$6600 is a  
17 group of a bunch of small expenses.

18 MR. GRIMES: That's exactly what (indiscernible).

19 THE COURT: So that is not what supposed to happen in  
20 this situation. Now, if you tell Mr. Grimes, look, we don't  
21 -- we agree to pay this percentage and he doesn't accept it,  
22 then if this matter comes to court, you still have your  
23 equitable legal defenses that might arise. Okay?

24 MR. ADRIANZEN: Okay.

25 THE COURT: The (indiscernible) finding is not gonna be

1 reconsidered and the motion to modify is denied. Mr. Grimes,  
2 you're directed to prepare an order that's consistent with  
3 this record. Okay.

4 MR. GRIMES: Regarding attorney's fees, Your Honor,  
5 (indiscernible)...

6 THE COURT: You know...

7 MR. GRIMES: ...I've appeared twice on this.

8 THE COURT: I know. And -- and the issue of attorney's  
9 fees is a under the -- under the considerations, I look at  
10 whether there's a statute. There certainly are statutes in  
11 the divorce and custody arena and as it related to financial  
12 circumstances. Both of these folks have really no financial  
13 circumstances to bring these type of matters.

14 I would say this. The -- there's no compelling  
15 argument other than the outcome of the motion to require him  
16 to pay her attorney's fees. The Court is gonna deny that  
17 without prejudice. Now, what I would say is that if you have  
18 to pursue your financial claims on ordered contributions on  
19 these medical expenses, you do have a statutory basis if you  
20 prevail on that to ask for fees...

21 MR. GRIMES: Okay.

22 THE COURT: ...and costs. Okay?

23 MR. GRIMES: All right.

24 THE COURT: And so one of the things that you need to  
25 understand is that if we have a dispute concerning these

1 medical expenses and we have a decree that says you're  
2 supposed to share them and we have her providing notice to you  
3 and you have to pay some of them, if we go through that  
4 process, then a portion of the fees and costs for that could  
5 be awarded. Okay?

6 MR. ADRIANZEN: Okay.

7 THE COURT: All right. I've got to move on. Thank you.

8 MR. GRIMES: Thank you, Your Honor.

9 MR. BURTON: Order? Do -- do you -- I can prepare the  
10 order.

11 THE COURT: I was gonna have Mr. Grimes. Then he'll...

12 (THE PROCEEDING ENDED AT 10:42:59.)

13

14

15


\* \* \* \* \*

16

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

20

21

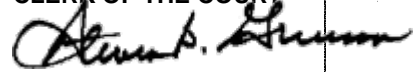
  
SHERRY JUSTICE  
Transcriber II

22

23

24

25



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6 Las Vegas, NV 89123  
7 Tel: (702) 347-4357  
8 Fax: (702) 224-2160  
9 Attorney for Defendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*\*

8 KEVIN DANIEL ADRIANZEN,  
9 Plaintiff

CASE NO.: D-13-489542-D

10 Vs.

DEPT: H

11  
12 PAIGE ELIZABETH PETIT,  
13 Defendant

**ORDER FROM APRIL 9<sup>th</sup> 2019**  
**HEARING**

14  
15  
16 This matter having come before this Court on the 9<sup>th</sup> day of April, 2019, in  
17 Department H of the Eighth Judicial District Court, County of Clark, Plaintiff,  
18 KEVIN DANIEL ADRIANZEN, present by and through his attorney of record,  
19 MELVIN R. GRIMES, ESQ., and Defendant, PAIGE ELIZABETH PETIT, present  
20 by and through her attorney of record, MICHAEL J. BURTON, ESQ.; the parties  
21 having briefed the matter and having been heard; and good cause appearing;

22 COURT NOTED that Attorney Burton alleged Defendant has moved four times  
23 in four years. The child is not doing well in school and may need to be held back.  
24 Plaintiff has offered to help with tutoring for the child and Defendant turned down the  
25 offer.

26 COURT NOTED the child has developed numerous sties and has contracted  
27 scabies in Defendant's home.  
28

1 COURT NOTED that Defendant states she has no phone, which Plaintiff  
2 believes is not true. Defendant also gave Plaintiff the wrong time of the child's doctor  
3 appointment.

4 COURT NOTED that Defendant is in an unstable relationship with her  
5 boyfriend and has serious drug issues.

6 COURT NOTED that the minor child told Plaintiff he had bruises due to  
7 Defendant's boyfriend tripping him. The minor child alleges that Defendant's  
8 boyfriend abuses him.

9 COURT NOTED that Defendant had \$6,600 in unreimbursed medical expenses  
10 for the child and Plaintiff never knew of them.

11 COURT NOTED that Attorney Burton stated Plaintiff is requesting an  
12 Evidentiary Hearing.

13 COURT NOTED discussion regarding Plaintiff's employment, his work  
14 schedule at home, his income, possibly having another child, the parties using a  
15 platform for communication, and where the child attends school.

16 COURT NOTED that Plaintiff stated he lives with his mother at Mountains  
17 Edge. Attorney Burton stated Plaintiff will be living there indefinitely while going to  
18 school.

19 COURT NOTED that Defendant stated her cell phone broke and she cannot  
20 afford to buy a new phone. Further, she has had a Talking Parents account for 1-2  
21 years. She rents a house with her fiancé, Sean, and besides the minor child at issue in  
22 this case, there are two other children, ages two (2) years, and nine (9) months.

23 COURT NOTED further discussion regarding the child's dental work.

24 COURT NOTED argument regarding the unreimbursed medical expenses.  
25 Attorney Grimes stated the unreimbursed medical expenses total \$6,663.99, and that  
26 Defendant provided Plaintiff with all the receipts.

27 COURT STATED the timing is the issue regarding the unreimbursed medical  
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1 COURT NOTED that Attorney Burton stated Plaintiff wants to exchange the  
2 minor child in a public place

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6 COURT STATED Defendant has to let Plaintiff know if the child is getting a  
7 flu shot. Attorney Grimes stated Plaintiff is listed on the records of the school and the  
8 car accident was two (2) years ago. Defendant stated that she and the child were not  
9 injured, however, they were checked out by medical professionals.

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13 COURT NOTED that Attorney burton stated his concerns with educational  
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15 COURT STATED that Plaintiff has not proven a Prima Facie case.

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17 use.

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23 look into the unreimbursed medical expenses.

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25 COURT STATED if Defendant prevails on medical expenses, Attorney Grimes  
26 can then request Attorney's fees.

27

28

COURT ORDERED, the following:


1. Going forward, the parties shall follow the 30/30 RULE as to unreimbursed medical expenses.
2. All exchanges shall take place at BLUE DIAMOND and RAINBOW BLVD.
3. Plaintiff can look into a Platform regarding communication with Defendant, but there will be NO ORDER for that.
4. Regarding the child's MEDICAL and DENTAL APPOINTMENTS, IMMUNIZATIONS, and SCHOOL CHOICE, Defendant needs to RECOGNIZE the Joint Legal Custody.
5. Plaintiff's MOTION TO MODIFY shall be DENIED.
6. Attorney Grimes REQUEST for ATTORNEY'S FEES shall be DENIED WITHOUT PREJUDICE.
7. Counsel may RE-NOTICE if the matters are not resolved.

IT IS SO ORDERED this 23 day of May, 2019.

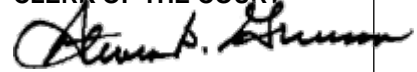
  
DISTRICT COURT JUDGE  
T ART RITCHIE, JR. *XP*

Prepared and Submitted By:

Approved as to Form and Content By:

  
MELVIN R. GRIMES, ESQ.  
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Las Vegas, NV 89123  
Tel: (702) 347-4357  
*Attorney for Defendant*

  
MICHAEL J. BURTON  
Nevada Bar No. 14351  
6230 W. Desert Inn Road  
Las Vegas, NV 89146  
Tel: (702) 565-4335  
*Attorney for Plaintiff*



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4 [Melg@grimes-law.com](mailto:Melg@grimes-law.com)  
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8 p: (702) 347-4357  
9 f: (702) 224-2160  
10 *Attorney for Defendant*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*\*

11 KEVIN DANIEL ADRIANZEN,  
12 Plaintiff

CASE NO.: D-13-489542-D

13 V.

DEPT: H

14 PAIGE ELIZABETH PETIT,  
15 Defendant

**NOTICE OF ENTRY OF ORDER**

18 PLEASE TAKE NOTICE THAT an Order was entered in the above-entitled  
19 matter on the 28<sup>th</sup> day of May, 2019, a copy of which is attached hereto.

20 DATED this 28<sup>th</sup> day of May, 2019.

**THE GRIMES LAW OFFICE**

23 /s/ Melvin R. Grimes  
24 MELVIN R GRIMES, ESQ.  
25 Nevada Bar No. 12972  
26 8540 S. Eastern Avenue Suite 100  
27 Las Vegas, NV 89123  
28 Tel: (702) 347-4357  
*Attorney for Defendant*



**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b). I certify that I am an employee of The Grimes Law Office and that on the 28<sup>th</sup> day of May, 2019, I caused the foregoing document, **NOTICE OF ENTRY OF ORDER**, to be served as follows:

☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

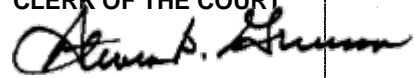
☐ By placing the same to be deposited for mailing in the United States Mail, in a sealed envelope with appropriate first class postage attached.

Michael Burton, Esq.  
[eservice@mcfarlinglaw.com](mailto:eservice@mcfarlinglaw.com)  
*Attorney for Plaintiff*

DATED this 28<sup>th</sup> day of May, 2019.

/s/ Katherine Mendoza

**An Employee of THE GRIMES LAW OFFICE**



1 ORDR  
2 MELVIN R GRIMES, ESQ.  
3 Nevada Bar No. 12972  
4 THE GRIMES LAW OFFICE  
5 8540 S. Eastern Avenue Suite 100  
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7 Tel: (702) 347-4357  
8 Fax: (702) 224-2160  
9 Attorney for Defendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*\*

8 KEVIN DANIEL ADRIANZEN,  
9 Plaintiff

CASE NO.: D-13-489542-D

10 Vs.

DEPT: H

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13 Defendant

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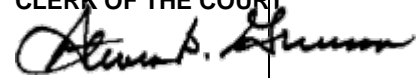
  
DISTRICT COURT JUDGE  
T ART RITCHIE, JR. *XP*

Prepared and Submitted By:

Approved as to Form and Content By:

  
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*Attorney for Plaintiff*



**NOAS**

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eservice@mcfarlinglaw.com  
Attorney for Plaintiff,  
Kevin Adrianzen

**EIGHTH JUDICIAL DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

KEVIN ADRIANZEN,

Plaintiff,

vs.

PAIGE PETIT,

Defendant.

Case Number: D-13-489542-D  
Department: H

**NOTICE OF APPEAL**

TO: Defendant, Paige Petit, and to her attorney of record, Mel Grimes, Esq.:

//

//

//

//

//

//

1 Notice is hereby given that Plaintiff, Kevin Adrianzen, in the above-named matter, hereby  
2 appeals to the Supreme Court of Nevada the following order:

- 3 1. Order from September 17, 2018 hearing, entered on February 14, 2019; and  
4 2. Order from April 9, 2019 Hearing entered on this action on May 28, 2019.

5 DATED this 4th of June, 2019.

6 **McFARLING LAW GROUP**

7 /s/ Michael Burton

8 Emily McFarling, Esq.  
9 Nevada Bar Number 8567  
Michael Burton, Esq.  
10 Nevada Bar Number 14351  
6230 W. Desert Inn Road  
11 Las Vegas, NV 89146  
(702) 565-4335  
Attorney for Plaintiff,  
12 Kevin Adrianzen

13  
14 **CERTIFICATE OF SERVICE**

15 The undersigned, an employee of McFarling Law Group, hereby certifies that on this 4th  
16 day of June, 2019, served a true and correct copy of Notice of Appeal:

17   X   via mandatory electronic service by using the Eighth Judicial District Court's E-  
18 file and E-service System to the following:

19 Mel Grimes, Esq.  
20 [melg@grimes-law.com](mailto:melg@grimes-law.com)  
21 olivian@grimes-law.com

22 /s/ Crystal Beville  
23 Crystal Beville