

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

2  
3           JASWINDER SINGH,

4                   Petitioner,

5           vs.

6           EIGHTH JUDICIAL DISTRICT  
7           COURT, CLARK COUNTY,  
8           NEVADA, AND THE HONORABLE  
9           SANDRA POMRENZE, DISTRICT  
10           JUDGE

11                   Respondent,

12           and

13           RAJWANT KAUR,

14                   Real Party in Interest.

No.:

**PETITIONER'S**

Electronically Filed  
Sep 12 2019 11:58 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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Shaili L. Rungtine  
CLERK

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1 PSDD  
2 (Your name) Jaswinder Singh  
3 (Address) 2916 Jansen Ave  
4 Las Vegas NV 89101  
5 (Telephone) (702)281-2373

In Proper Person

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 In the Matter of the  
11 Joint Petition of

12 (Name) Jaswinder Singh  
13 and (Name) Rajwant Kaur  
14 Petitioners.

CASE NO. D323977

DEPT. NO.: K

**JOINT PETITION FOR SUMMARY DECREE OF DIVORCE**

17 Petitioners, Jaswinder Singh and Rajwant Kaur hereby petition this  
18 Court, pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a  
19 divorce. Petitioners respectfully show, and under oath, state to the Court as follows:

20 1. That Petitioner, Jaswinder Singh, is now, and for more than six  
21 weeks preceding the commencement of this action has been, an actual, bona fide resident of the  
22 County of Clark, State of Nevada, and during all said period of time has been actually, physically  
23 and corporeally present, residing and domiciled in the State of Nevada.

24 2. That the Petitioners are incompatible in marriage.

25 3. That the Petitioners have no minor children who are the issue of this marriage, have  
26 no adopted minor children, and Petitioner Rajwant Kaur is not now pregnant.

27  
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1 WHEREFORE, Petitioners pray that the Court enter a Decree of Divorce restoring them to  
2 the status of single, unmarried persons.

3  
4 DATED this (day) 27 day of  
5 (month) August, (year) 2004.

DATED this (day) 27 day of  
(month) August, (year) 2004.

6  
7 Jaswinder Singh  
8 (Your Signature)  
9 Petitioner

Rejwanti Kaur  
(Spouse's Signature)  
Petitioner

10  
11 **VERIFICATION**

12 STATE OF NEVADA }  
13 COUNTY OF CLARK } ss:

14 Jaswinder Singh, under penalties of perjury, being first duly sworn, deposes  
15 and says:

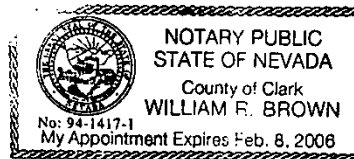
16 That I am the Petitioner in the above-entitled action; that I have read the foregoing Joint  
17 Petition for Summary Decree of Divorce and know the contents thereof; that the same is true of  
18 my own knowledge, except for those matters therein contained stated upon information and belief,  
19 and as to those matters, I believe them to be true.

20 DATED this 27 day of (month) Aug, (year) 2004.

21 By:  
22 (Your signature) Jaswinder Singh  
23 Jaswinder Singh

24 SUBSCRIBED and SWORN to before  
25 me this 27 day of  
26 (month) Aug, (year) 2004.

27 William R. Ben  
NOTARY PUBLIC



1 **ACKNOWLEDGMENT**

2 STATE OF NEVADA }  
3 COUNTY OF CLARK } ss:

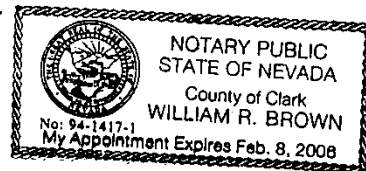
4 On this 27 day of (month) August, (year) 2004, before me, the undersigned  
5 Notary Public in and for the said County and State, personally appeared Jaswinder Singh,  
6 known to me to be the person described in and who executed the foregoing Joint Petition for  
7 Summary Decree of Divorce, and who acknowledged to me that (check one) [x] he/ [ ] she did  
8 so freely and voluntarily and for the uses and purposes therein mentioned.

9 WITNESS my hand and official seal.

10 William R. Brown  
11 NOTARY PUBLIC

12 **VERIFICATION**

13 STATE OF NEVADA }  
14 COUNTY OF CLARK } ss:



15 Rajwant Kaur, under penalties of perjury, being first duly sworn, deposes  
16 and says:

17 That I am the Petitioner in the above-entitled action; that I have read the foregoing Joint  
18 Petition for Summary Decree of Divorce and know the contents thereof; that the same is true of  
19 my own knowledge, except for those matters therein contained stated upon information and belief,  
20 and as to those matters, I believe them to be true.

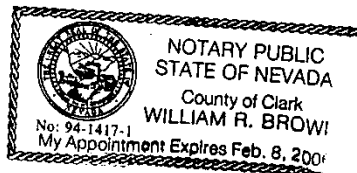
21 DATED this 27 day of (month) Aug., (year) 2004.

22 By:

23 (Spouse's signature) Rajwant Kaur  
24 Rajwant Kaur

25 SUBSCRIBED and SWORN to before  
26 me this 27 day of  
(month) Aug, (year) 2004.

27 William R. Brown  
NOTARY PUBLIC





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FILED

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*Shelly B. Pangione*  
CLERK

1 AFFR

2 (Your name) Jaswinder Singh

3 (Address) 2916 Jansen Ave

Las Vegas NV 89101

4 (Telephone) (702)281-2373

In Proper Person

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 In the Matter of the  
10 Joint Petition of

D323977

CASE NO.: \_\_\_\_\_

11 (Name) Jaswinder Singh

DEPT. NO.: K

12 and (Name) Rajwant Kaur

13 Co-Petitioners.

**AFFIDAVIT OF RESIDENT WITNESS**

16 STATE OF NEVADA

17 COUNTY OF CLARK

} ss:

19 1. I, (name of Resident Witness) Balbinder Singh Pabla, do solemnly swear to  
20 testify herein to the truth, the whole truth and nothing but the truth.

21 2. That I live at (Resident Witness' address) 2916 Jansen Ave  
22 (city) Las Vegas, Nevada, (zip code) 89101.

23 3. That I first moved to Clark County, Nevada on (approximate date Resident Witness  
24 moved to Clark County) 1992. It is my intention to live in Clark County for  
25 the foreseeable future.

26 4. That I first saw Petitioner (Petitioner's name) Jaswinder Singh  
27 in Clark County, Nevada on (approximate date) June 17, 2004.

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1           5.       That since that date, I have seen (Petitioner's name) Jaswinder Singh  
2 in Clark County, Nevada approximately 5 times per week.

3                   6.       That I know of my own personal knowledge that Petitioner (Petitioner's name)  
4   Jaswinder Singh is a bona fide resident of Clark County, Nevada.

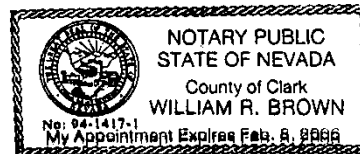
7 Dated this 27 day of (month) Aug, 2004

10 (Witness' signature) Balbinder Singh Pabla  
11 Balbinder Singh Pabla

13 SUBSCRIBED and SWORN to before  
14 me this 27 day of  
(month) Aug, (year) 2004.

16 William A. Brum  
NOTARY PUBLIC

18	///
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1 DECD  
2 (Your name) Jaswinder Singh  
3 (Address) 2916 Jansen Ave  
4 Las Vegas NV 89101  
5 (Telephone) (702)281-2373  
6 In Proper Person

FILED

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*Shirley E. Rongione*  
CLERK

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 In the Matter of the  
10 Joint Petition of  
11 (Name) Jaswinder Singh  
12 and (Name) Rajwant Kaur  
13 Petitioners.  
14

CASE NO.: D323977  
DEPT. NO.: L

15  
16 **DECREE OF DIVORCE**

17 The above-entitled cause having been submitted to the above-entitled Court for decision  
18 pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition by  
19 Petitioner Jaswinder Singh and Petitioner Rajwant Kaur  
20 and all of the papers and pleadings on file, finds as follows:

- 21 1. That all of the allegations contained in the documents on file are true;  
22 2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met;  
23 3. That this Court has complete jurisdiction as to the parties and the subject matter  
24 thereto;  
25 4. That Petitioner Jaswinder Singh has been and is now an actual  
26 bona fide resident Clark County, Nevada, and has actually been domiciled in Clark County for  
27

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1 more than six (6) weeks immediately prior to the commencement of this action;  
2 5. That the parties were married on (date of wedding) Nov. 11, 1989 in (city  
3 and state) Punjab, India;  
4 6. That the parties are incompatible in marriage and are entitled to a Decree of  
5 Divorce on the grounds of incompatibility;  
6 7. That there are no minor children the issue of this marriage;  
7 8. That there are no minor children adopted by the parties;  
8 9. That Petitioner Rajwant Kaur is not now pregnant;  
9 10. That there is no community property for the Court to divide;  
10 11. That there is no community debt for the Court to divide;  
11 12. (CHECK ONLY ONE BOX)  
12 ☐ That Petitioner \_\_\_\_\_ does not desire to have her  
13 former or maiden name restored.  
14 OR  
15 ☐ That Petitioner \_\_\_\_\_ requests that her former or  
16 maiden name of \_\_\_\_\_ be restored.  
17 OR  
18 ☒ That Petitioner Rajwant Kaur never changed her name, and  
19 therefore does not request restoration of a former or maiden name.  
20 13. That both parties have waived any right to spousal support;  
21 14. That the parties waive their rights to written Notice of Entry of Decree of Divorce,  
22 to appeal, to Findings of Fact and Conclusions of Law, and to move for a new trial;  
23 Therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the bonds of matrimony  
24 now and heretofore existing between the Petitioners are hereby wholly dissolved, set aside and forever  
25 held for naught, and an absolute Decree of Divorce is hereby granted to the parties, and each of the  
26 parties are hereby restored to the status of a single, unmarried person.

27 ///



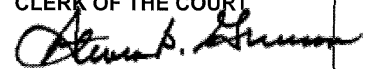
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**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that both parties are required to provide their social security numbers on a separate form to the Court and to the Welfare Division of the Department of Human Resources pursuant to NRS 125.130. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record.

Respectfully Submitted:

(Spouse's signature) Rajwant Kaur  
Rajwant Kaur  
 (Address) 9969 Sepulveda Blvd #204  
Mission Hills, CA 91345  
 (Telephone) (818)895-7302  
Petitioner in Proper Person

///  
///  
///  
///  
///  
///



1 MTN  
2 Andrew L. Kynaston, Esq.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129  
7 Telephone: (702) 823-4900  
8 Facsimile: (702) 823-4488  
9 service@KainenLawGroup.com  
10 Attorneys for Defendant

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 JASWINDER SINGH,

14 Plaintiff,

15 vs.

16 RAJWANT KAUR,

17 Defendant.

CASE NO: 04D323977  
DEPT NO: P

Date of Hearing: February 13, 2019  
Time of Hearing: 10:00 AM

ORAL ARGUMENT REQUESTED:

YES: XX NO: \_\_\_\_\_

18 **NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE**  
19 **A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE**  
20 **COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY OF YOUR**  
21 **RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION.**  
22 **FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE**  
23 **COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY**  
24 **RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT**  
25 **WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.**

26 **DEFENDANT'S MOTION TO SET ASIDE DECREE OF DIVORCE**

27 COMES NOW, Defendant, RAJWANT KAUR, (hereinafter "Defendant")  
28 by and through her attorney, ANDREW L. KYNASTON, ESQ., of the law firm of  
KAINEN LAW GROUP, PLLC, and moves this Court for the following relief:

1. For the Court to set aside the Decree of Divorce filed September 8, 2004,  
pursuant to NRCP Rule 60(b) and NRS 125.184(2);

...

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1 2. For such other and further relief as the Court deems just and proper in the  
2 premises.

3 This Motion is made and based upon the papers and pleadings on file herein,  
4 the Points and Authorities submitted herewith, Defendant's Declaration attached hereto,  
5 and oral argument of counsel at the time of the hearing of this matter.

6 DATED this 4th day of January, 2019.

7 KAINEN LAW GROUP, PLLC

8  
9 By:   
10 ANDREW L. KYNASTON, ESQ.  
11 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

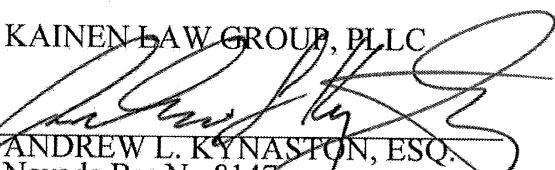
12 **NOTICE OF MOTION**

13 TO: JASWINDER SINGH, Plaintiff in proper person:

14 PLEASE TAKE NOTICE that the undersigned will bring the foregoing  
15 Motion on for hearing before the above-entitled Court on the following setting or as soon  
16 thereafter as the same may be heard: February 13, 2019 at 10:00 AM

17 DATED this 4th day of January, 2019.

18 KAINEN LAW GROUP, PLLC

19  
20 By:   
21 ANDREW L. KYNASTON, ESQ.  
22 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

I.

POINTS AND AUTHORITIES

NRCP Rule 60(b) states:

**Mistake; Inadvertance; Excusable Neglect; Newly Discovered Evidence; Fraud, Etc.** On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) *fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party*; (4) *the judgment is void*; or (5) the judgment has been satisfied, released, or discharged, or a prior judgment, upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have prospective application. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. *This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court.* Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by independent action. (Emphasis added)

NRS 125.020 provides:

1. Divorce from the bonds of matrimony may be obtained for the causes provided in NRS 125.010, by verified complaint to the district court of any county:
  - (a) In which the cause thereof accrued;
  - (b) In which the defendant resides or may be found;
  - (c) In which the plaintiff resides;
  - (d) In which the parties last cohabited; or
  - (e) If plaintiff resided 6 weeks in the State before suit was brought.
2. Unless the cause of action accrued within the county while the plaintiff and defendant were actually domiciled therein, *no court has jurisdiction to grant a divorce unless either the plaintiff or defendant has been resident of the State for a period of not less than 6 weeks preceding the commencement of the action.* (Emphasis added)

NRS 125.184(2) states:

A final judgment entered pursuant to this section does not prejudice or bar the rights of either of the parties to institute an action *to set aside the final judgment for fraud, duress, accident, mistake or other grounds recognized at law or in equity.* (Emphasis added)

II.

**EDCR 5.501 STATEMENT**

A divorce action between the above-captioned parties is presently already pending in the Superior Court of California, County of Los Angeles (Case No. 18STFL05676). Defendant filed a *Petition for Dissolution of Marriage* on May 7, 2018, in Los Angeles County. (**Exhibit A** in Appendix of Exhibits). The Plaintiff then prepared and filed his *Response and Request for Dissolution of Marriage*. (**Exhibit B** in the Appendix of Exhibits). Both parties are represented by legal counsel in the pending California Dissolution action.

In November 2018, the Plaintiff sought to amend his Response to indicate that the parties' marriage was already dissolved in Nevada in November 2004. (**Exhibit C** in the Appendix of Exhibits). This has necessitated the filing of this Motion seeking to set aside the improperly obtained Decree of Divorce in this action pursuant to NRCP 60(b) due to fraud, misrepresentation, and misconduct by the Plaintiff which led to the entry of an improperly obtained Decree of Divorce, when the Court was without jurisdiction to do so. This has necessitated the filing of this Motion, as it is highly doubtful that any efforts to resolve this would be successful with a matter already pending in California, requiring the timely resolution of the subject matter of this Motion.

III.

**STATEMENT OF FACTS**

Defendant, RAJWANT KAUR (hereinafter "Wife"), and Plaintiff, JASWINDER SINGH (hereinafter "Husband"), were married more than 29 years ago on November 11, 1989, in Punjab, India. They later moved to California, where they have resided as husband and wife since that time. The parties never resided in Nevada.

The parties' marriage relationship was very traditionally Indian, with Husband having almost complete control over Wife, who was required to be wholly submissive in every aspect of their lives. His rule was law and she was essentially his property, and she had no recourse other than to comply with all of his demands. In the

1 summer of 2004, Husband informed Wife that he was going to divorce her so that he  
2 could take her back home to India, where he intended to force her to marry his brother  
3 in order to allow his brother to immigrate to the United States. She had absolutely no say  
4 in the matter due to Husband's domineering and abusive behaviors.

5           On August 27, 2004, the parties drove from California to Las Vegas (there  
6 and back on the same day) where he forced her to sign a Joint Petition for Summary  
7 Decree of Divorce. (**Exhibit D** in the Appendix of Exhibits). The generic joint petition,  
8 and resulting Decree of Divorce (**Exhibit E** in the Appendix of Exhibits), make no  
9 provision for any property or debt allocation, no spousal support, or any other substantive  
10 provision which would typically be part of a legitimate divorce action. Additionally, the  
11 physical address of residency used by Husband for the Joint Petition was the same  
12 physical mailing address of his "resident witness" who executed the Affidavit of Resident  
13 Witness filed in the action (**Exhibit F** in the Appendix of Exhibits). Neither Husband nor  
14 Wife ever actually resided at that residence, even for one night, let alone the alleged six  
15 weeks Husband claims to have lived there. The resident witness, a person named  
16 Balbinder Singh Pabla, claimed to have first seen Husband in Clark County, Nevada  
17 almost exactly six weeks to the day prior to the day the Petition was executed and filed.  
18 This would be impossible, as Husband was with Wife in California during that entire  
19 period.

20           Immediately upon signing the Petition, the parties returned to their home in  
21 California and continued to live together as husband and wife until the currently pending  
22 California Divorce action was initiated by Wife in May of this year. There was a trip to  
23 India, where Husband forced Wife to marry his brother, which marriage was later  
24 dissolved in India (an incident also involving fraud and bribing of officials in India). It  
25 is clear that Husband knew the Nevada divorce was a sham, as he initially responded to  
26 the divorce action filed by Wife, by himself countersuing for her divorce as well. It was  
27 only several months after the divorce litigation in California was underway, that he later  
28 asserted that there was already a valid divorce in Nevada that should be recognized by the

1 California Court. Husband is also now trying to argue in the California case that the  
2 parties' date of separation was in July 2004, rather than the much more recent actually  
3 separation. Based upon California community property laws such a dramatic change to  
4 the date of separation will make a significant difference in the determination of  
5 community property. It is therefore critical that the Nevada Decree be set aside and/or  
6 declared void, to prevent a significant miscarriage of justice by blocking Wife from many  
7 years of accumulated community property.

8 **IV.**

9 **ARGUMENT**

10 NRCP Rule 60(b), authorizes the Court to set aside an order or judgment if  
11 it is determined that it was obtained by "fraud (whether heretofore denominated intrinsic  
12 or extrinsic), misrepresentation or other misconduct of an adverse party." NRS  
13 125.184(2), further confirms that either party has the right to seek to set aside a final  
14 judgment through instituting "an action to set aside the final judgment for fraud, duress,  
15 accident, mistake or other grounds recognized at law or equity."

16 As set forth in the Statement of Facts above, Wife was forced by Husband,  
17 under extreme duress, to sign the joint petition for divorce, which Husband then filed, and  
18 used (along with other false pleadings) to obtain a fraudulent Nevada Decree of Divorce  
19 in September 2004. There clear evidence of fraud upon the Court in the manner that  
20 Husband obtained a Decree of Divorce in Nevada. Accordingly, there is a clear basis for  
21 this Court to set aside the improperly obtained Decree of Divorce entered in September  
22 2004.

23 Additionally, the Decree of Divorce should be set aside and declared void  
24 due to the fact that the Nevada Court did not have jurisdiction to enter the Decree at the  
25 time it was entered. Husband fraudulently presented false and unsupportable information  
26 to the Court claiming to have satisfied Nevada residency requirements, when he clearly  
27 did not meet the requirements. Husband blatantly forum shopped for the quickest way  
28 to get a divorce, then repeatedly lied in the written pleadings and forced Wife to sign

1 them under duress and against her will.

2 Nevada law regarding residency and jurisdiction for divorce is clear. NRS  
3 125.020(2) provides in relevant part that "no court has jurisdiction to grant a divorce  
4 unless either the plaintiff or defendant has been a resident of the state for a period of not  
5 less than 6 weeks." In this case, neither party meets the requisite residency requirements.  
6 Wife was certainly not in Nevada for the six weeks prior to Husband filing the joint  
7 petition, having spent only part of a day in Las Vegas, when Husband brought her to  
8 Nevada to sign the Petition. Husband was also not a Nevada resident at that time or at  
9 any time subsequent. He has never lived in Nevada or at the address listed on his  
10 fraudulent paperwork or in the Affidavit of Resident Witness filed in the case.

11 Furthermore, established law in Nevada regarding jurisdiction makes it clear  
12 that merely being actually present in the state for the requisite time period is insufficient  
13 to establish residency, even if Husband could (which he can't) convince the Court that he  
14 did physically reside in Nevada for six weeks before filing the joint petition. Under  
15 Nevada case law, residency consists of *two* elements: (1) *Physical Presence* and (2) *Intent*  
16 to make the place a home. Latterner v. Latterner, 51 Nev. 285, 274 P. 194, 195 (1929).  
17 The legal residence of a person

18 . . . is that place where he or she shall have been actually,  
19 physically and corporeally present within the state or county,  
20 as the case may be, during all of the period for which residency  
21 is claimed by him or her; provided, however, should any  
22 person have sent himself from the jurisdiction of his residence  
23 with the intention of good faith to return without delay and  
24 continue his residence, the time of such absence shall not be  
25 considered in determining the fact of such residence.

26 Stats. 1911, c. 158. (1911 Act defining what shall constitute legal residency in the State  
27 of Nevada.)

28 Therefore, "intent," pursuant to the statute, is the intent to make the place  
(i.e., Nevada) a home. Encompassed in that intent is the notion that if the party leaves the  
state at any time during the claimed residency period, he/she must also have the intent to  
return without delay. "Without delay," has been interpreted to mean that there is not an



1 absence from the state for an "indefinite or wholly uncertain period." See, Fleming v.  
2 Fleming, 36 Nev. 135, 134 P.2d 445 (1913). Husband was physically present in the State  
3 of Nevada for less than one day, when he dragged Wife here and forced her to sign the  
4 joint petition for divorce. He has not returned "without delay" to Nevada, but continued  
5 to live with Wife in the marital residence in California for the next 14 years.

6 In McLaughlin v. McLaughlin, 48 Nev. 153, 238 P. 402 (1925), the Court  
7 stated that, "the best evidence of intention is to be ascertained from the party's (sic)  
8 declarations;" however, such "evidence of expressed intent has no controlling weight if  
9 such intent is inconsistent with the acts and general conduct of the person." The Court in  
10 McLaughlin specifically stated that "with respect to the evidence necessary to establish  
11 domiciliary intention, it is impossible to lay down any positive rule" as "each case must  
12 vary in its circumstances . . . " Id. at 404. However, the Court in Aldabe v. Aldabe, 84  
13 Nev. 392, 441 P.2d 691 (1968), set forth a number of factors relied upon in establishing  
14 that there was, in fact, domiciliary intent. These factors include such things as: (1)  
15 mailing address; (2) voter registration; (3) school attendance; (4) medical care; (5)  
16 business and financial affairs; (6) automobile and operators' licenses; (7) taxes; (8) wills;  
17 (9) employment; (10) daily activities; and (11) corroborating testimony of witnesses. Id.  
18 at 694. No such indicia of residency existed at the time that Husband filed the joint  
19 petition, and Wife is confident that he would be unable to produce any such evidence to  
20 the Court to establish a domiciliary intent. In short, neither party was ever a resident of  
21 Nevada and no evidence would support a claim of physical presence or domiciliary intent  
22 as required by Nevada law. The Decree of Divorce is therefore invalid, as the Nevada  
23 Court lacked jurisdiction to enter it.

24 Although it has now been more than 14 years since the fraudulent Decree  
25 of Divorce was filed with the Court, the passage of time cannot make what was clearly  
26 an invalid Decree, valid and enforceable to the detriment of the victim of the fraud.  
27 Defendant has made every reasonable effort to bring this Motion to Set Aside in  
28 reasonable time. Based upon Husband's behaviors and the fact that the parties continued

1 to reside together and hold themselves out as husband and wife, Wife did not believe that  
2 the Nevada Decree was valid or still relevant. Until several months into the pending  
3 California divorce action, it was never again mentioned by Husband. He never told Wife  
4 that he believed that they were divorced. Furthermore, Husband continued to be  
5 domineering in the parties' relationship. Wife was afraid to go against anything he  
6 demanded or to question anything he did.

7 Under the facts of this case, there is also likely a significant argument to be  
8 made for sanctions and attorney's fees. However, as Wife is mindful that this Court does  
9 not have jurisdiction over the substantive issues in this case, and she does not wish to  
10 subject herself to the personal jurisdiction of the Court, she will attempt to see appropriate  
11 redresses from the California court in the already pending divorce case.

12 V.

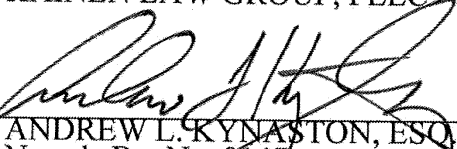
13 CONCLUSION

14 Based on the forgoing, Defendant requests the following relief:

- 15 1. For the Court to set aside the Decree of Divorce filed September 8, 2004,  
16 pursuant to NRCP Rule 60(b) and NRS 125.184(2);  
17 2. For such other and further relief as the Court deems just and proper in the  
18 premises.

19 DATED this 4th day of January, 2019.

20 KAINEN LAW GROUP, PLLC

21  
22 By:   
23 ANDREW L. KYNASTON, ESQ.  
24 Nevada Bar No. 8147  
25 3303 Novat Street, Suite 200  
26 Las Vegas, Nevada 89129  
27 Attorneys for Defendant  
28

DECLARATION OF RAJWANT KAUR IN SUPPORT OF MOTION

I, RAJWANT KAUR, declare under penalty of perjury that I am the Defendant herein and that I have read the foregoing *Motion* and the same is true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

EXECUTED this 4th day of ~~December, 2018~~ January 2019  
R. K.

Rajwant Kaur  
RAJWANT KAUR

*Steven D. Grierson*

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Jaswinder Singh

Plaintiff/Petitioner

v. Rajwant Kaur

Defendant/Respondent

Case No. 04D323977

Dept. P

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

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

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

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

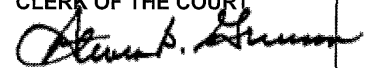
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: Defendant Date 1/4/2019

Signature of Party or Preparer

*Jaswinder Singh*



1 APPX  
2 Andrew L. Kynaston, Esq.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129  
7 (702) 823-4900  
8 (702) 823-4488 (fax)  
9 Service@KainenLawGroup.com  
10 Attorneys for Defendant

11 DISTRICT COURT, FAMILY DIVISION  
12 CLARK COUNTY, NEVADA

13 JASWINDER SINGH,

14 Plaintiff,

15 vs.

16 RAJWANT KAUR,

17 Defendant.

CASE NO. 04D323977  
DEPT NO. P

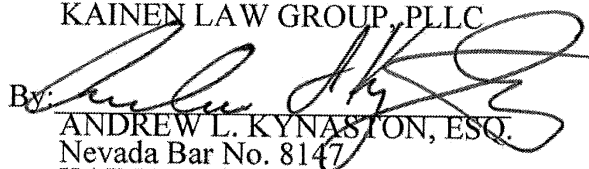
Date of Hearing:  
Time of Hearing:

18 **APPENDIX OF EXHIBITS TO DEFENDANT'S MOTION TO SET ASIDE**  
19 **DECREE OF DIVORCE**

20 COMES NOW, Defendant, RAJWANT KAUR, by and through her attorney,  
21 ANDREW L. KYNASTON, ESQ., of the KAINEN LAW GROUP, PLLC, hereby  
22 submits this *Appendix of Exhibits to Defendant's Motion to Set Aside Decree of Divorce*.

23 DATED this 4th day of January, 2019.

24 KAINEN LAW GROUP, PLLC

25 By:   
26 ANDREW L. KYNASTON, ESQ.  
27 Nevada Bar No. 8147  
28 KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

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

**LIST OF APPENDIX DOCUMENTS**

<b><u>Title of Document(Description)</u></b>	<b><u>Exhibit No.</u></b>	<b><u>Bates Stamp</u></b>
Petition for Dissolution of Marriage, filed May 7, 2018 in Los Angeles County	A	DEF001 - DEF003
Plaintiff's Response and Request for Dissolution of Marriage	B	DEF004 - DEF006
Stipulation Re: Respondent Filing An Amended Response to Petition; and Order Thereon	C	DEF007 - DEF012
Joint Petition For Summary Decree of Divorce, filed August 27, 2004 in Clark County	D	DEF013 - DEF017
Decree of Divorce, filed September 8, 2004 in Clark County	E	DEF018 - DEF020
Affidavit of Resident Witness, filed August 27, 2004 in Clark County	F	DEF021 - DEF022

## **EXHIBIT “A”**

PARTY WITHOUT ATTORNEY OR ATTORNEY NAME: <b>LARRY EPSTEIN, ESQ. SBN 65721</b> FIRM NAME: <b>LAW OFFICES OF LARRY EPSTEIN, APC</b> STREET ADDRESS: <b>16133 Ventura Boulevard, Penthouse</b> CITY: <b>Encino</b> TELEPHONE NO.: <b>(818) 905-0531</b> E-MAIL ADDRESS: ATTORNEY FOR (name): <b>RAJWANT KAUR, Petitioner</b>		STATE BAR NO.: STATE: <b>CA</b> ZIP CODE: <b>91436-2447</b> FAX NO.: <b>(818) 905-0554</b>		FL-100 FOR COURT USE ONLY  <b>ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>MAY 07 2018</b> Sherri H. Garie, Executive Officer/Clerk By: <b>Ratisha Washington, Deputy</b>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>LOS ANGELES</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, California 90012</b> BRANCH NAME: <b>Central Judicial District</b>					
PETITIONER: <b>RAJWANT KAUR</b> RESPONDENT: <b>JASWINDER SINGH</b>					
PETITION FOR <input checked="" type="checkbox"/> <b>Dissolution (Divorce) of:</b> <input type="checkbox"/> <b>Legal Separation of:</b> <input type="checkbox"/> <b>Nullity of:</b>					
<input checked="" type="checkbox"/> <b>Marriage</b> <input type="checkbox"/> <b>Marriage</b> <input type="checkbox"/> <b>Marriage</b>					
<input type="checkbox"/> <b>AMENDED</b> <input type="checkbox"/> <b>Domestic Partnership</b> <input type="checkbox"/> <b>Domestic Partnership</b> <input type="checkbox"/> <b>Domestic Partnership</b>					
CASE NUMBER:  <div style="text-align: center; font-size: 1.2em;"><b>18STFL05676</b></div>					

1. **LEGAL RELATIONSHIP** (check all that apply):
  - a. ☒ We are married.
  - b. ☐ We are domestic partners and our domestic partnership was established in California.
  - c. ☐ We are domestic partners and our domestic partnership was NOT established in California.
2. **RESIDENCE REQUIREMENTS** (check all that apply):
  - a. ☒ Petitioner ☒ Respondent has been a resident of this state for at least six months and of this county for at least three months immediately preceding the filing of this *Petition*. (For a divorce, at least one person in the legal relationship described in items 1a and 1c must comply with this requirement.)
  - b. ☐ Our domestic partnership was established in California. Neither of us has to be a resident or have a domicile in California to dissolve our partnership here.
  - c. ☐ We are the same sex, were married in California, but currently live in a jurisdiction that does not recognize, and will not dissolve, our marriage. This *Petition* is filed in the county where we married.  
 Petitioner lives in (specify): \_\_\_\_\_ Respondent lives in (specify): \_\_\_\_\_
3. **STATISTICAL FACTS**
  - a. ☒ (1) Date of marriage (specify): **12/31/1989** (2) Date of separation (specify): **7/1/2004**  
 (3) Time from date of marriage to date of separation (specify): **14** Years **6** Months
  - b. ☐ (1) Registration date of domestic partnership with the California Secretary of State or other state equivalent (specify below): \_\_\_\_\_  
 (2) Date of separation (specify): \_\_\_\_\_  
 (3) Time from date of registration of domestic partnership to date of separation (specify): \_\_\_\_\_ Years \_\_\_\_\_ Months
4. **MINOR CHILDREN**
  - a. ☒ There are no minor children.
  - b. ☐ The minor children are:  

Child's name	Birthdate	Age	Sex
  - c. ☐ continued on Attachment 4b. (2) ☐ a child who is not yet born.
  - d. If any children listed above were born before the marriage or domestic partnership, the court has the authority to determine those children to be children of the marriage or domestic partnership.
  - e. If there are minor children of Petitioner and Respondent, a completed *Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)* (form **FL-105**) must be attached.
  - f. ☐ Petitioner and Respondent signed a voluntary declaration of paternity. A copy ☐ is ☐ is not attached.



PETITIONER: <b>RAJWANT KAUR</b> RESPONDENT: <b>JASWINDER SINGH</b>	CASE NUMBER:
---	--------------

FL-100

Petitioner requests that the court make the following orders:

**5. LEGAL GROUNDS** (Family Code sections 2200–2210, 2310–2312)

- a. ☒ Divorce or ☐ Legal separation of the marriage or domestic partnership based on (check one):  
     (1) ☒ Irreconcilable differences.      (2) ☐ permanent legal incapacity to make decisions.
- b. ☐ Nullity of void marriage or domestic partnership based on  
     (1) ☐ incest.      (2) ☐ bigamy.
- c. ☐ Nullity of voidable marriage or domestic partnership based on  
     (1) ☐ petitioner's age at time of registration of domestic partnership or marriage.      (4) ☐ fraud.  
     (2) ☐ prior existing marriage or domestic partnership.      (5) ☐ force.  
     (3) ☐ unsound mind.      (6) ☐ physical incapacity.

**6. CHILD CUSTODY AND VISITATION (PARENTING TIME)**

- a. Legal custody of children to.....
- b. Physical custody of children to.....
- c. Child visitation (parenting time) be granted to .....  
     As requested in: ☐ form FL-311      ☐ form FL-312  
                           ☐ form FL-341(D)      ☐ form FL-341(E)

Petitioner	Respondent	Joint	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> form <u>FL-341(C)</u>			
<input type="checkbox"/> Attachment <u>6c(1)</u>			

**7. CHILD SUPPORT**

- a. If there are minor children born to or adopted by Petitioner and Respondent before or during this marriage or domestic partnership, the court will make orders for the support of the children upon request and submission of financial forms by the requesting party.
- b. An earnings assignment may be issued without further notice.
- c. Any party required to pay support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent.
- d. ☐ Other (specify):

**8. SPOUSAL OR DOMESTIC PARTNER SUPPORT**

- a. ☒ Spousal or domestic partner support payable to ☒ Petitioner ☐ Respondent
- b. ☒ Terminate (end) the court's ability to award support to ☐ Petitioner ☒ Respondent
- c. ☐ Reserve for future determination the issue of support payable to ☐ Petitioner ☐ Respondent
- d. ☐ Other (specify):

**9. SEPARATE PROPERTY**

- a. ☐ There are no such assets or debts that I know of to be confirmed by the court.
- b. ☒ Confirm as separate property the assets and debts in ☐ Property Declaration (form FL-160). ☐ Attachment 9b.  
     ☒ the following list.

All assets acquired by Petitioner either before marriage, after the date of separation or by gift or bequest

Item  
Confirm to  
Petitioner

PETITIONER: RAJWANT KAUR RESPONDENT: JASWINDER SINGH	FL-100 CASE NUMBER:
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**10. COMMUNITY AND QUASI-COMMUNITY PROPERTY**

- a. ☐ There are no such assets or debts that I know of to be divided by the court.
- b. ☒ Determine rights to community and quasi-community assets and debts. All such assets and debts are listed
- ☐ in *Property Declaration* (form FL-160)    ☐ in Attachment 10b  
☒ as follows (*specify*):
1. 15138 Hiawatha Street, Mission Hills, California 91342;
  2. Joint Bank accounts in Bank of America as well as in Respondent's name alone
  3. 401k - Petitioner;
  4. Land and houses in India (2 separate parcels of land);
  5. Automobile;
  6. Gold jewelry - gifts to Petitioner
- Petitioner is unaware of the extent of the assts. Petitioner will amend when ascertained.

**11. OTHER REQUESTS**

- a. ☒ Attorney's fees and costs payable by ☐ Petitioner ☒ Respondent
- b. ☐ Petitioner's former name be restored to (*specify*):
- c. ☒ Other (*specify*): Respondent is found to have breached his fiduciary duty to Petitioner when he unilaterally took funds from a joint account without notice to Petitioner and without Petitioner's consent.

☐ Continued on Attachment 11c.

**12. I HAVE READ THE RESTRAINING ORDERS ON THE BACK OF THE SUMMONS, AND I UNDERSTAND THAT THEY APPLY TO ME WHEN THIS PETITION IS FILED.**

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

Date: May 4, 2018

RAJWANT KAUR

(TYPE OR PRINT NAME)

▶ Rajwant Kaur  
(SIGNATURE OF PETITIONER)

Date: May 4, 2018

LARRY EPSTEIN

(TYPE OR PRINT NAME)

▶ [Signature]  
(SIGNATURE OF ATTORNEY FOR PETITIONER)

**FOR MORE INFORMATION:** Read *Legal Steps for a Divorce or Legal Separation* (form FL-107-INFO) and visit "Families Change" at [www.familieschange.ca.gov](http://www.familieschange.ca.gov) — an online guide for parents and children going through divorce or separation.

**NOTICE:** You may redact (black out) social security numbers from any written material filed with the court in this case other than a form used to collect child, spousal or partner support.

**NOTICE—CANCELLATION OF RIGHTS:** Dissolution or legal separation may automatically cancel the rights of a domestic partner or spouse under the other domestic partner's or spouse's will, trust, retirement plan, power of attorney, pay-on-death bank account, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the right of a domestic partner or spouse as beneficiary of the other partner's or spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions. Some changes may require the agreement of your partner or spouse or a court order.

## **EXHIBIT “B”**

PARTY WITHOUT ATTORNEY OR ATTORNEY NAME: Constance Bessada 80872 FIRM NAME: Attorney at Law STREET ADDRESS: 7120 Hayvenhurst Ave.#108 CITY: Van Nuys TELEPHONE NO.: (818) 988-9992 E-MAIL ADDRESS: ATTORNEY FOR (name):		STATE BAR NO.: STATE: CA ZIP CODE 91406 FAX NO.:	FOR COURT USE ONLY          CASE NUMBER 18STFI.05676
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N HILL ST MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: STANLEY MOSK (Central)			
PETITIONER: Rajwant Kaur RESPONDENT: Jaswinder Singh			
RESPONSE <input checked="" type="checkbox"/> AND REQUEST FOR <input type="checkbox"/> AMENDED <input checked="" type="checkbox"/> Dissolution (Divorce) of: <input checked="" type="checkbox"/> Marriage <input type="checkbox"/> Domestic Partnership <input type="checkbox"/> Legal Separation of: <input type="checkbox"/> Marriage <input type="checkbox"/> Domestic Partnership <input type="checkbox"/> Nullity of: <input type="checkbox"/> Marriage <input type="checkbox"/> Domestic Partnership			

## 1. LEGAL RELATIONSHIP (check all that apply):

- a. ☒ We are married.  
 b. ☐ We are domestic partners and our domestic partnership was established in California.  
 c. ☐ We are domestic partners and our domestic partnership was NOT established in California.

## 2. RESIDENCE REQUIREMENTS (check all that apply):

- a. ☒ Petitioner ☒ Respondent has been a resident of this state for at least six months and of this county for at least three months immediately preceding the filing of this Petition. (For a divorce, at least one person in the legal relationship described in items 1a and 1c must comply with this requirement.)  
 b. ☐ Our domestic partnership was established in California. Neither of us has to be a resident or have a domicile in California to dissolve our partnership here.  
 c. ☐ We are the same sex, were married in California, but currently live in a jurisdiction that does not recognize, and will not dissolve, our marriage. This Petition is filed in the county where we married.  
 Petitioner lives in (specify): Respondent lives in (specify):

## 3. STATISTICAL FACTS

- a. ☒ (1) Date of marriage (specify): 12/31/1989 (2) Date of separation (specify): 12/31/2015  
 (3) Time from date of marriage to date of separation (specify): 26 Years 0 Months  
 b. ☐ (1) Registration date of domestic partnership with the California Secretary of State or other state equivalent (specify below):  
 (2) Date of separation (specify):  
 (3) Time from date of registration of domestic partnership to date of separation (specify): Years Months

## 4. MINOR CHILDREN

- a. ☒ There are no minor children.  
 b. ☐ The minor children are:

Child's name	Birthdate	Age	Sex
--------------	-----------	-----	-----

- (1) ☐ continued on Attachment 4b. (2) ☐ a child who is not yet born.  
 c. If any children were born before the marriage or domestic partnership, the court has the authority to determine those children to be children of the marriage or domestic partnership.  
 d. If there are minor children of Petitioner and Respondent, a completed Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) (form FL-105) must be attached.  
 e. ☐ Petitioner and Respondent signed a voluntary declaration of paternity. A copy ☐ is ☐ is not attached.

PETITIONER: Rajwant Kaur  
RESPONDENT: Jaswinder Singh

CASE NUMBER:  
18STFL05676

Respondent requests that the court make the following orders:

5. LEGAL GROUNDS (Family Code sections 2200-2210; 2310-2312)

- a. ☐ Respondent contends that the parties never legally married or registered a domestic partnership.  
b. ☐ Respondent denies the grounds set forth in item 5 of the petition.  
c. ☒ Respondent requests
- (1) ☒ divorce ☐ legal separation of the marriage or domestic partnership based on  
(a) ☒ irreconcilable differences. (b) ☐ permanent legal incapacity to make decisions.  
(2) ☐ nullity of void marriage or domestic partnership based on  
(a) ☐ incest. (b) ☐ bigamy.  
(3) ☐ nullity of voidable marriage or domestic partnership based on  
(a) ☐ respondent's age at time of registration of domestic partnership or marriage. (d) ☐ fraud.  
(b) ☐ prior existing marriage or domestic partnership. (e) ☐ force.  
(c) ☐ unsound mind. (f) ☐ physical incapacity.

6. CHILD CUSTODY AND VISITATION (PARENTING TIME)

- |   | Petitioner               | Respondent               | Joint                    | Other                    |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Legal custody of children to.....                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Physical custody of children to.....                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Child visitation (parenting time) be granted to..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- As requested in: ☐ form FL-311 ☐ form FL-312 ☐ form FL-341(C)  
☐ form FL-341(D) ☐ form FL-341(E) ☐ Attachment 6c(1)

7. CHILD SUPPORT

- a. If there are minor children born to or adopted by Petitioner and Respondent before or during this marriage or domestic partnership, the court will make orders for the support of the children upon request and submission of financial forms by the requesting party.  
b. An earnings assignment may be issued without further notice.  
c. Any party required to pay support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent.  
d. ☐ Other (specify):

8. SPOUSAL OR DOMESTIC PARTNER SUPPORT

- a. ☒ Spousal or domestic partner support payable to ☐ Petitioner ☒ Respondent  
b. ☒ Terminate (end) the court's ability to award support to ☒ Petitioner ☐ Respondent  
c. ☐ Reserve for future determination the issue of support payable to ☐ Petitioner ☐ Respondent  
d. ☐ Other (specify):

9. SEPARATE PROPERTY

- a. ☐ There are no such assets or debts that I know of to be confirmed by the court.  
b. ☒ Confirm as separate property the assets and debts in ☐ Property Declaration (form FL-160). ☐ Attachment 9b.  
☐ the following list. Item Confirm to

All assets acquired by Respondent before marriage, after date of Respondent separation, or by gift or bequest

PETITIONER: Rajwant Kaur  
RESPONDENT: Jaswinder Singh

CASE NUMBER  
18STFL05676

#### 10. COMMUNITY AND QUASI-COMMUNITY PROPERTY

- a. ☐ There are no such assets or debts that I know of to be divided by the court.  
b. ☒ Determine rights to community and quasi-community assets and debts. All such assets and debts are listed  
☐ in *Property Declaration* (form FL-160). ☐ in *Attachment 10b*.  
☒ as follows (*specify*):

Respondent is uncertain of the extent of the assets, and will seek leave to file an appropriate pleading when same has been ascertained.

#### 11. OTHER REQUESTS

- a. ☒ Attorney's fees and costs payable by ☒ Petitioner ☐ Respondent  
b. ☐ Respondent's former name be restored to (*specify*):  
c. ☐ Other (*specify*):

☐ Continued on *Attachment 11c*.

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

Date:

Jaswinder Singh

(TYPE OR PRINT NAME)

Date:

Constance Bessada

(TYPE OR PRINT NAME)

(SIGNATURE OF RESPONDENT)

(SIGNATURE OF ATTORNEY FOR RESPONDENT)

FOR MORE INFORMATION: Read *Legal Steps for a Divorce or Legal Separation* (form FL-107-INFO) and visit "Families Change" at [www.familieschange.ca.gov](http://www.familieschange.ca.gov) — an online guide for parents and children going through divorce or separation.

NOTICE: You may redact (black out) social security numbers from any written material filed with the court in this case other than a form used to collect child, spousal or partner support.

NOTICE—CANCELLATION OF RIGHTS: Dissolution or legal separation may automatically cancel the rights of a domestic partner or spouse under the other domestic partner's or spouse's will, trust, retirement plan, power of attorney, pay-on-death bank account, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the right of a domestic partner or spouse as beneficiary of the other partner's or spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions. Some changes may require the agreement of your partner or spouse or a court order.

The original response must be filed in the court with proof of service of a copy on Petitioner.

## **EXHIBIT “C”**

1 Matthew A. Breddan, Esq. SBN: 174133  
2 Laurence R. Goldman, Esq. SBN: 80101  
3 The Reape-Rickett Law Firm  
4 23945 Calabasas Rd., Ste. 207  
5 Calabasas, CA 91302  
6 Tel: (818) 888-1144  
7 Fax: (818) 888-1155

8 Attorneys for Petitioner, Rajwant Kaur

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11  
12 In re the Marriage of: Kaur and Singh ) Case No.: 18STFL05676  
13 Petitioner: Rajwant Kaur, ) Bench Officer: Hon. Colin P. Leis  
14 ) Dept: 23  
15 and ) Stipulation Re Respondent Filing an Amended  
16 Respondent: Jaswinder Singh ) Response to Petition; and Order Thereon  
17 )  
18 )

19 IT IS HEREBY STIPULATED by and between the parties through their respective attorneys  
20 of record that Respondent Jaswinder Singh may file an amended Response to the Petition. A copy  
21 of said Amended Response is attached hereto as Exhibit "A."

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



1 IT IS FURTHER STIPULATED that Petitioner waives notice and service of the Amended  
2 Response.

3  
4 Dated: November 2, 2018.

The Reape-Rickett Law Firm,  
A Professional Corporation

6  
7 By: 

Laurence R. Goldman  
Attorneys for Petitioner

8  
9  
10 Dated: November \_\_\_\_\_, 2018.

Constance Bessada  
Attorney for Respondent

11  
12  
13 **ORDER**

14 Based upon the foregoing Stipulation, and good cause appearing thereto, **IT IS SO**  
15 **ORDERED.**

16 Date: \_\_\_\_\_

Judge of the Superior court

17  
18 M:\data\041 Drive\Data\Wp\Ticun\KAUR, RAJWANT\Hearing\Stipulations upf

# EXHIBIT A

DEF009

PARTY WITHOUT ATTORNEY OR ATTORNEY NAME: Constance Bessada 80872 FIRM NAME: Attorney at Law STREET ADDRESS: 7120 Hayvenhurst Ave. #108 CITY: Van Nuys TELEPHONE NO.: (818) 988-9992 E-MAIL ADDRESS: ATTORNEY FOR (name):		STATE BAR NO.:  STATE: CA ZIP CODE: 91406 FAX NO.:	FL-120 FOR COURT USE ONLY																								
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N HILL ST MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: STANLEY MOSK (Central)		CASE NUMBER: 18STFL05676																									
PETITIONER: Rajwant Kaur RESPONDENT: Jaswinder Singh																											
<table border="0" style="width: 100%;"> <tr> <td colspan="2">RESPONSE</td> <td colspan="2"><input type="checkbox"/> AND REQUEST FOR</td> <td colspan="2"><input checked="" type="checkbox"/> AMENDED</td> </tr> <tr> <td><input checked="" type="checkbox"/> Dissolution (Divorce) of:</td> <td><input checked="" type="checkbox"/> Marriage</td> <td><input type="checkbox"/> Domestic Partnership</td> <td colspan="3"></td> </tr> <tr> <td><input type="checkbox"/> Legal Separation of:</td> <td><input type="checkbox"/> Marriage</td> <td><input type="checkbox"/> Domestic Partnership</td> <td colspan="3"></td> </tr> <tr> <td><input type="checkbox"/> Nullity of:</td> <td><input type="checkbox"/> Marriage</td> <td><input type="checkbox"/> Domestic Partnership</td> <td colspan="3"></td> </tr> </table>				RESPONSE		<input type="checkbox"/> AND REQUEST FOR		<input checked="" type="checkbox"/> AMENDED		<input checked="" type="checkbox"/> Dissolution (Divorce) of:	<input checked="" type="checkbox"/> Marriage	<input type="checkbox"/> Domestic Partnership				<input type="checkbox"/> Legal Separation of:	<input type="checkbox"/> Marriage	<input type="checkbox"/> Domestic Partnership				<input type="checkbox"/> Nullity of:	<input type="checkbox"/> Marriage	<input type="checkbox"/> Domestic Partnership			
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<input type="checkbox"/> Nullity of:	<input type="checkbox"/> Marriage	<input type="checkbox"/> Domestic Partnership																									

1. LEGAL RELATIONSHIP (check all that apply):
  - a. ☐ We are married.
  - b. ☐ We are domestic partners and our domestic partnership was established in California.
  - c. ☐ We are domestic partners and our domestic partnership was NOT established in California.
2. RESIDENCE REQUIREMENTS (check all that apply):
  - a. ☒ Petitioner ☒ Respondent has been a resident of this state for at least six months and of this county for at least three months immediately preceding the filing of this Petition. (For a divorce, at least one person in the legal relationship described in items 1a and 1c must comply with this requirement.)
  - b. ☐ Our domestic partnership was established in California. Neither of us has to be a resident or have a domicile in California to dissolve our partnership here.
  - c. ☐ We are the same sex, were married in California, but currently live in a jurisdiction that does not recognize, and will not dissolve, our marriage. This Petition is filed in the county where we married.  
 Petitioner lives in (specify): Respondent lives in (specify):
3. STATISTICAL FACTS
  - a. ☒ (1) Date of marriage (specify): 11/11/1989      dissolution  
 (2) Date of separation (specify): 11/27/2004  
 (3) Time from date of marriage to date of separation (specify): 15 Years 0 Months
  - b. ☐ (1) Registration date of domestic partnership with the California Secretary of State or other state equivalent (specify below):  
 (2) Date of separation (specify):  
 (3) Time from date of registration of domestic partnership to date of separation (specify): Years Months
4. MINOR CHILDREN
  - a. ☒ There are no minor children.
  - b. ☐ The minor children are:  

Child's name	Birthdate	Age	Sex
(1) <input type="checkbox"/> continued on Attachment 4b.      (2) <input type="checkbox"/> a child who is not yet born.			
  - c. If any children were born before the marriage or domestic partnership, the court has the authority to determine those children to be children of the marriage or domestic partnership.
  - d. If there are minor children of Petitioner and Respondent, a completed Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) (form FL-105) must be attached.
  - e. ☐ Petitioner and Respondent signed a voluntary declaration of paternity. A copy ☐ is ☐ is not attached.

PETITIONER: Rajwant Kaur RESPONDENT: Jaswinder Singh	FL-120 CASE NUMBER: 18STFL05676
---	---------------------------------------

Respondent requests that the court make the following orders:

5. LEGAL GROUNDS (Family Code sections 2200-2210; 2310-2312)

- a. ☒ Respondent contends that the parties never legally married or registered domestic partnership.  
 b. ☐ Respondent denies the grounds set forth in item 5 of the petition. marriage was dissolved on 9/7/2004.  
 c. ☐ Respondent requests
- (1) ☐ divorce ☐ legal separation of the marriage or domestic partnership based on  
 (a) ☐ irreconcilable differences. (b) ☐ permanent legal incapacity to make decisions.
- (2) ☐ nullity of void marriage or domestic partnership based on  
 (a) ☐ incest. (b) ☐ bigamy.
- (3) ☐ nullity of voidable marriage or domestic partnership based on  
 (a) ☐ respondent's age at time of registration of domestic partnership or marriage. (d) ☐ fraud.  
 (b) ☐ prior existing marriage or domestic partnership. (e) ☐ force.  
 (c) ☐ unsound mind. (f) ☐ physical incapacity.

6. CHILD CUSTODY AND VISITATION (PARENTING TIME)

- |  | Petitioner               | Respondent               | Joint                    | Other                    |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Legal custody of children to.....                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Physical custody of children to.....                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Child visitation (parenting time) be granted to ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- As requested in: ☐ form FL-311 ☐ form FL-312 ☐ form FL-341(C) ☐ form FL-341(D) ☐ form FL-341(E) ☐ Attachment 6c(1)

7. CHILD SUPPORT

- a. If there are minor children born to or adopted by Petitioner and Respondent before or during this marriage or domestic partnership, the court will make orders for the support of the children upon request and submission of financial forms by the requesting party.  
 b. An earnings assignment may be issued without further notice.  
 c. Any party required to pay support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent.  
 d. ☐ Other (specify):

8. SPOUSAL OR DOMESTIC PARTNER SUPPORT

- a. ☐ Spousal or domestic partner support payable to ☐ Petitioner ☐ Respondent  
 b. ☒ Terminate (end) the court's ability to award support to ☒ Petitioner ☐ Respondent  
 c. ☐ Reserve for future determination the issue of support payable to ☐ Petitioner ☐ Respondent  
 d. ☐ Other (specify):

9. SEPARATE PROPERTY

- a. ☐ There are no such assets or debts that I know of to be confirmed by the court.  
 b. ☒ Confirm as separate property the assets and debts in ☐ Property Declaration (form FL-160). ☐ Attachment 9b.  
     ☐ the following list. Item Confirm to

All assets acquired by Respondent before marriage, after date of Respondent separation, or by gift or bequest

PETITIONER: Rajwant Kaur  
RESPONDENT: Jaswinder Singh

CASE NUMBER:  
18STFL05676

#### 10. COMMUNITY AND QUASI-COMMUNITY PROPERTY

- a. ☒ There are no such assets or debts that I know of to be divided by the court.  
b. ☐ Determine rights to community and quasi-community assets and debts. All such assets and debts are listed  
☐ in *Property Declaration* (form FL-160). ☐ in *Attachment 10b*.  
☐ as follows (*specify*):

#### 11. OTHER REQUESTS

- a. ☒ Attorney's fees and costs payable by ☒ Petitioner ☐ Respondent  
b. ☐ Respondent's former name be restored to (*specify*):  
c. ☐ Other (*specify*):

☐ Continued on Attachment 11c.

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

Date: X

Jaswinder Singh Jaswinder Singh X Jaswinder Singh 10/26  
(TYPE OR PRINT NAME) (SIGNATURE OF RESPONDENT)

Date: 10/25/18

Constance Bessada

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR RESPONDENT)

FOR MORE INFORMATION: Read *Legal Steps for a Divorce or Legal Separation* (form FL-107-INFO) and visit "Families Change" at [www.familieschange.ca.gov](http://www.familieschange.ca.gov) — an online guide for parents and children going through divorce or separation.

NOTICE: You may redact (black out) social security numbers from any written material filed with the court in this case other than a form used to collect child, spousal or partner support.

NOTICE—CANCELLATION OF RIGHTS: Dissolution or legal separation may automatically cancel the rights of a domestic partner or spouse under the other domestic partner's or spouse's will, trust, retirement plan, power of attorney, pay-on-death bank account, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the right of a domestic partner or spouse as beneficiary of the other partner's or spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions. Some changes may require the agreement of your partner or spouse or a court order.

The original response must be filed in the court with proof of service of a copy on Petitioner.

## **EXHIBIT “D”**

ORIGINAL

FILED

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Shelley L. Rungius  
CLERK

1 PSDD

2 (Your name) Jaswinder Singh

3 (Address) 2916 Jansen Ave

4 Las Vegas NV 89101

5 (Telephone) (702)281-2373

6 In Proper Person

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 In the Matter of the  
11 Joint Petition of

12 (Name) Jaswinder Singh

13 and (Name) Rajwant Kaur

14 Petitioners.

CASE NO.

D323977

DEPT. NO.:

K

16 JOINT PETITION FOR SUMMARY DECREE OF DIVORCE

17 Petitioners, Jaswinder Singh and Rajwant Kaur hereby petition this  
18 Court, pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a  
19 divorce. Petitioners respectfully show, and under oath, state to the Court as follows:

20 1. That Petitioner, Jaswinder Singh, is now, and for more than six  
21 weeks preceding the commencement of this action has been, an actual, bona fide resident of the  
22 County of Clark, State of Nevada, and during all said period of time has been actually, physically  
23 and corporeally present, residing and domiciled in the State of Nevada.

24 2. That the Petitioners are incompatible in marriage.

25 3. That the Petitioners have no minor children who are the issue of this marriage, have  
26 no adopted minor children, and Petitioner Rajwant Kaur is not now pregnant.

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COUNTY CLERK

AUG 27 2004

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1 WHEREFORE, Petitioners pray that the Court enter a Decree of Divorce restoring them to  
2 the status of single, unmarried persons.

3  
4 DATED this (day) 27 day of

5 (month) August, (year) 2004.

DATED this (day) 27 day of

(month) August, (year) 2004.

6  
7 Jaswinder Singh

8 (Your Signature)  
9 Petitioner

Rejwath Kaur  
(Spouse's Signature)  
Petitioner

10  
11 **VERIFICATION**

12 STATE OF NEVADA }  
13 COUNTY OF CLARK } ss:

14 Jaswinder Singh, under penalties of perjury, being first duly sworn, deposes  
15 and says:

16 That I am the Petitioner in the above-entitled action; that I have read the foregoing Joint  
17 Petition for Summary Decree of Divorce and know the contents thereof; that the same is true of  
18 my own knowledge, except for those matters therein contained stated upon information and belief,  
19 and as to those matters, I believe them to be true.

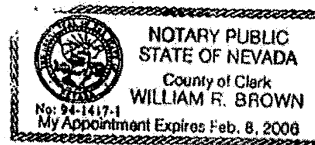
20 DATED this 27 day of (month) Aug, (year) 2004.

21 By:

22 (Your signature) Jaswinder Singh  
23 Jaswinder Singh

24 SUBSCRIBED and SWORN to before  
25 me this 27 day of  
26 (month) Aug, (year) 2004.

27 William R. Brown  
NOTARY PUBLIC



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1 ACKNOWLEDGMENT

2 STATE OF NEVADA }  
3 COUNTY OF CLARK } ss:

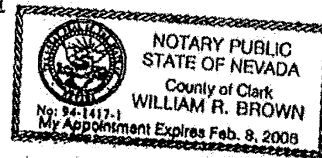
4 On this 27 day of (month) August, (year) 2004, before me, the undersigned  
5 Notary Public in and for the said County and State, personally appeared Jaswinder Singh,  
6 known to me to be the person described in and who executed the foregoing Joint Petition for  
7 Summary Decree of Divorce, and who acknowledged to me that (check one) [x] he/ [ ] she did  
8 so freely and voluntarily and for the uses and purposes therein mentioned.

9 WITNESS my hand and official seal.

10 William R. Brown  
11 NOTARY PUBLIC

12 VERIFICATION

13 STATE OF NEVADA }  
14 COUNTY OF CLARK } ss:



15 Rajwant Kaur, under penalties of perjury, being first duly sworn, deposes  
16 and says:

17 That I am the Petitioner in the above-entitled action; that I have read the foregoing Joint  
18 Petition for Summary Decree of Divorce and know the contents thereof; that the same is true of  
19 my own knowledge, except for those matters therein contained stated upon information and belief,  
20 and as to those matters, I believe them to be true.

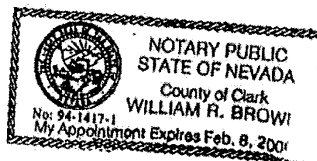
21 DATED this 27 day of (month) Aug., (year) 2004.

22 By:

23 (Spouse's signature) Rajwant Kaur  
24 Rajwant Kaur

25 SUBSCRIBED and SWORN to before  
me this 27 day of  
26 (month) Aug., (year) 2004.

27 William R. Brown  
NOTARY PUBLIC



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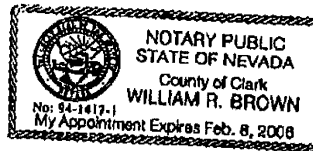
ACKNOWLEDGMENT

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

On this 27 day of (month) August, (year) 2004, before me, the undersigned  
Notary Public in and for the said County and State, personally appeared Rajwant Kaur,  
known to me to be the person described in and who executed the foregoing Joint Petition for  
Summary Decree of Divorce, and who acknowledged to me that (check one) [ ] he/ [x] she did  
so freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

William R. Brown  
NOTARY PUBLIC



**EXHIBIT “E”**

ORIGINAL

1 DECD  
2 (Your name) Jaswinder Singh  
3 (Address) 2916 Jansen Ave  
4 Las Vegas NV 89101  
5 (Telephone) (702)281-2373  
6 In Proper Person

FILED

SEP 8 8 42 AM '04

*Shelly S. Ruggione*  
CLERK

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 In the Matter of the  
10 Joint Petition of

11 (Name) Jaswinder Singh  
12 and (Name) Rajwant Kaur  
13 Petitioners.

CASE NO.: 0323977

DEPT. NO.: K

14  
15  
16 DECREE OF DIVORCE

17 The above-entitled cause having been submitted to the above-entitled Court for decision  
18 pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition by  
19 Petitioner Jaswinder Singh and Petitioner Rajwant Kaur  
20 and all of the papers and pleadings on file, finds as follows:

- 21 1. That all of the allegations contained in the documents on file are true;  
22 2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met;  
23 3. That this Court has complete jurisdiction as to the parties and the subject matter  
24 thereto;  
25 4. That Petitioner Jaswinder Singh has been and is now an actual  
26 bona fide resident Clark County, Nevada, and has actually been domiciled in Clark County for  
27

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1 more than six (6) weeks immediately prior to the commencement of this action;

2 5. That the parties were married on (date of wedding) Nov. 11, 1989 in (city  
3 and state) Punjab, India;

4 6. That the parties are incompatible in marriage and are entitled to a Decree of  
5 Divorce on the grounds of incompatibility;

6 7. That there are no minor children the issue of this marriage;

7 8. That there are no minor children adopted by the parties;

8 9. That Petitioner Rajwant Kaur is not now pregnant;

9 10. That there is no community property for the Court to divide;

10 11. That there is no community debt for the Court to divide;

11 12. (CHECK ONLY ONE BOX)

12 ☐ That Petitioner \_\_\_\_\_ does not desire to have her  
13 former or maiden name restored.

14 OR

15 ☐ That Petitioner \_\_\_\_\_ requests that her former or  
16 maiden name of \_\_\_\_\_ be restored.

17 OR

18 ☒ That Petitioner Rajwant Kaur never changed her name, and  
19 therefore does not request restoration of a former or maiden name.

20 13. That both parties have waived any right to spousal support;

21 14. That the parties waive their rights to written Notice of Entry of Decree of Divorce,  
22 to appeal, to Findings of Fact and Conclusions of Law, and to move for a new trial;

23 Therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the bonds of matrimony  
24 now and heretofore existing between the Petitioners are hereby wholly dissolved, set aside and forever  
25 held for naught, and an absolute Decree of Divorce is hereby granted to the parties, and each of the  
26 parties are hereby restored to the status of a single, unmarried person.

27 ///

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner  
2 Rajwant Kaur [ ] does/ [x] does not desire to have her former name restored and  
3 her name shall [ ] change to/ [x] stay as name of Rajwant Kaur.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties are required  
5 to provide their social security numbers on a separate form to the Court and to the Welfare Division  
6 of the Department of Human Resources pursuant to NRS 125.130. Such information shall be  
7 maintained by the Clerk in a confidential manner and not part of the public record.

8 DATED this 7<sup>th</sup> day of (month) September, (year) 2004

11 Respectfully Submitted:

M. A. O.  
DISTRICT COURT JUDGE JMB

12 (Your signature) Jaswinder Singh  
13 Jaswinder Singh  
14 2916 Jansen Ave  
15 Las Vegas NV 89101  
16 (702)281-2373  
Petitioner in Proper Person

17 (Spouse's signature) Rajwant Kaur  
18 Rajwant Kaur  
19 (Address) 9969 Sepulveda Blvd #204  
20 Mission Hills, CA 91345  
21 (Telephone) (818)895-7302  
Petitioner in Proper Person

22 ///  
23 ///  
24 ///  
25 ///  
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27 ///

## **EXHIBIT “F”**



ORIGINAL

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*Shelly B. Kingma*  
CLERK

1 AFFR  
2 (Your name) Jaswinder Singh  
3 (Address) 2916 Jansen Ave  
4 Las Vegas NV 89101  
5 (Telephone) (702)281-2373  
6 In Proper Person

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 In the Matter of the  
10 Joint Petition of

0323977

CASE NO.: \_\_\_\_\_

11 (Name) Jaswinder Singh  
12 and (Name) Rajwant Kaur  
13 \_\_\_\_\_  
14 Co-Petitioners.

DEPT. NO.: R

15 AFFIDAVIT OF RESIDENT WITNESS

16 STATE OF NEVADA }  
17 COUNTY OF CLARK } ss:

19 1. I, (name of Resident Witness) Balbinder Singh Pabla, do solemnly swear to  
20 testify herein to the truth, the whole truth and nothing but the truth.

21 2. That I live at (Resident Witness' address) 2916 Jansen Ave  
22 (city) Las Vegas, Nevada, (zip code) 89101.

23 3. That I first moved to Clark County, Nevada on (approximate date Resident Witness  
24 moved to Clark County) 1992. It is my intention to live in Clark County for  
25 the foreseeable future.

26 4. That I first saw Petitioner (Petitioner's name) Jaswinder Singh  
27 in Clark County, Nevada on (approximate date) June 17, 2004.

28 \* Clark County Family Law Self-Help Center  
January 2, 2001  
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1           5.     That since that date, I have seen (Petitioner's name) Jaswinder Singh  
2 in Clark County, Nevada approximately 5 times per week.

3           6.     That I know of my own personal knowledge that Petitioner (Petitioner's name)  
4 Jaswinder Singh is a bona fide resident of Clark County, Nevada.

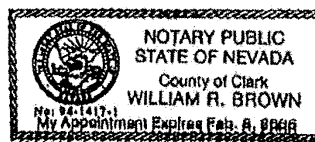
5  
6  
7 Dated this 27 day of (month) Aug, 2004.

8  
9  
10  
11 (Witness' signature) Balbinder Singh Pabla

Balbinder Singh Pabla

12  
13 SUBSCRIBED and SWORN to before  
14 me this 27 day of  
15 (month) Aug, (year) 2004.

16 William R. Brown  
17 NOTARY PUBLIC



*Steven D. Grierson*

1 **AOS**  
2 Andrew L. Kynaston, Esq.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129  
7 (702) 823-4900  
8 (702) 823-4488 (fax)  
9 Service@KainenLawGroup.com  
10 Attorneys for Defendant

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

13 JASWINDER SINGH,

14 Plaintiff,

15 vs.

16 RAJWANT KAUR,

17 Defendant.

CASE NO. 04D323977  
DEPT NO. P

Date of Hearing: 2/13/2019  
Time of Hearing: 10:00 a.m.

18 **AFFIDAVIT OF SERVICE**

19 STATE OF CALIFORNIA }  
20 COUNTY OF LOS ANGELES } ss:

21 *GURIBALS PANDHER*, being first duly sworn, deposes and says:

22 1. At all times herein Affiant was and is a citizen of the United States, over 18  
23 years of age, and not a party to nor interested in the proceeding in which this Affidavit  
24 is made.

25 2. On the 8th day of January, 2019, Affiant received one copy of each of the  
26 following documents: 1. *Defendant's Motion to Set Aside Decree of Divorce*; and 2.  
27 *Appendix of Exhibits to Defendant's Motion to Set Aside Decree of Divorce*.

28 ...

...

...

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

1 3. On the 8<sup>th</sup> day of January, 2019, at approximately 5.00 a.m./p.m.,  
2 I personally served said *Motion to Set Aside Decree of Divorce* and said *Appendix of*  
3 *Exhibits* upon Mr. Jaswinder Singh, Plaintiff in this matter, at his home address at  
4 15138 HIAWATHA ST. MISSION HILLS, CA-91345

5 EXECUTED this 8<sup>th</sup> day of January, 2019.

6  
7 G. Pandher  
(Sign)

8  
9 GURJALS PANDHER  
(Print)

10 SIGNED AND AFFIRMED before the undersigned  
11 Notary Public this 8<sup>th</sup> day of January, 2019,  
12 by \_\_\_\_\_.

13 See attachment  
14 NOTARY PUBLIC in and for said  
15 County and State.  
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

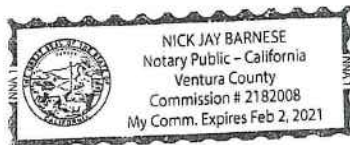
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Ventura )  
 On 1/8 2019 before me, Nick Jay Barnese, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared burigbal S. Pancher  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Deed of Service Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____



**NOA**  
LAW OFFICES OF F. PETER JAMES, ESQ.  
F. Peter James, Esq.  
Nevada Bar No. 10091  
3821 West Charleston Boulevard, Suite 250  
Las Vegas, Nevada 89102  
Peter@PeterJamesLaw.com  
702-256-0087  
702-256-0145 (fax)  
Counsel for Plaintiff

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

JASWINDER SINGH,  
  
Plaintiff,

vs.

RAJWANT KAUR,  
  
Defendant.

CASE NO. : 04D323977  
DEPT. NO. : P

**NOTICE OF APPEARANCE OF  
COUNSEL**

Please take notice that F. Peter James, Esq. represents Plaintiff, Jaswinder Singh, in the above-entitled matter.

///

///

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///

///

1           Please forward all communications to Plaintiff in this matter through Mr.  
2 James' office.

3 Dated this 16<sup>th</sup> day of January, 2019

4 */s/ F. Peter James*

---

5 LAW OFFICES OF F. PETER JAMES  
F. Peter James, Esq.  
6 Nevada Bar No. 10091  
3821 W. Charleston Blvd., Suite 250  
7 Las Vegas, Nevada 89102  
702-256-0087  
8 Counsel for Plaintiff

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**CERTIFICATE OF SERVICE**

I certify that on this 16<sup>th</sup> day of January, 2019, I caused the above and foregoing document entitled **NOTICE OF APPEARANCE OF COUNSEL** 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 Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☒ pursuant to EDCR 7.26 / NEFCR 9, to be sent via facsimile / email;

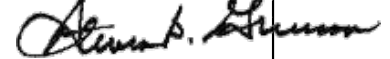
to the attorney(s) / party(ies) listed below at the address(es), email address(es), and/or facsimile number(s) indicated below:

Andrew L. Kynaston, Esq.  
Kainen Law Group  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702-823-4488 (fax)  
Service@KainenLawGroup.com  
Counsel for Defendant

By: /s/ *F. Peter James*

\_\_\_\_\_  
An employee of the Law Offices of F. Peter James, Esq., PLLC





1 **OPPC**

2 LAW OFFICES OF F. PETER JAMES, ESQ.

3 F. Peter James, Esq.

4 Nevada Bar No. 10091

5 3821 West Charleston Boulevard, Suite 250

6 Las Vegas, Nevada 89102

7 Peter@PeterJamesLaw.com

8 702-256-0087

9 702-256-0145 (fax)

10 Counsel for Plaintiff

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

13 JASWINDER SINGH,

14 Plaintiff,

15 vs.

16 RAJWANT KAUR,

17 Defendant.

CASE NO. : 04D323977

DEPT. NO. : P

**OPPOSITION TO MOTION TO  
SET ASIDE DECREE OF  
DIVORCE; COUNTERMOTION**

Hearing Date: February 13, 2019

Hearing Time: 10:00 a.m.

Oral Argument: YES

18 **NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO**  
19 **THIS MOTION WITH THE CLERK OF THE COURT AND TO**  
20 **PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE**  
**WITHIN 10 DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE**  
**TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT**  
**WITHIN 10 DAYS OF YOUR RECEIPT OF THIS MOTION MAY**  
**RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE**  
**COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED**  
**HEARING DATE.**

1 COMES NOW Plaintiff, Jaswinder Singh, by and through his counsel, F.  
2 Peter James, Esq., who hereby opposes Defendant's Motion to Set Aside and  
3 Countermoves this Honorable Court for attorney's fees and costs.

4 This Opposition / Countermotion is made and based on the papers and  
5 pleadings on file herein, the attached points and authorities, the attached  
6 affidavit(s) / declaration(s), the filed exhibit(s), and upon any oral argument the  
7 Court will entertain.

8 Dated this 23 day of January, 2019

9 

10 LAW OFFICES OF F. PETER JAMES  
11 F. Peter James, Esq.  
12 Nevada Bar No. 10091  
13 3821 W. Charleston Blvd., Suite 250  
14 Las Vegas, Nevada 89102  
15 702-256-0087  
16 Counsel for Plaintiff

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1 the sole basis of the request to set aside. (*See e.g.* Motion filed January 7, 2019  
2 at 4:24, 5:13-15). Defendant offers nothing but her word in support of the  
3 allegation that Plaintiff never resided in Nevada. (*See generally* Motion and  
4 Exhibits thereto, filed January 4, 2019).<sup>1</sup>

5 Plaintiff now opposes the Motion.

## 6 II.

### 7 DISCUSSION

8 The Court should deny Defendant's Motion to Set Aside the Decree of  
9 Divorce. The Court should award Plaintiff attorney's fees and costs for having  
10 to defend against this frivolous motion.

#### 11 A. THE COURT SHOULD DENY DEFENDANT'S MOTION TO SET 12 ASIDE

13 The Court should outright deny Defendant's Motion to Set Aside. There  
14 are numerous bases which mandate denial of the motion.

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18 <sup>1</sup> Defendant also asserts that Plaintiff forced her to sign the Joint Petition and the Decree,  
19 as well as to marry his brother after their divorce was finalized. (*See e.g.* Mot. at 4:25 – 5:4).  
20 This assertion is both ridiculous and unsupported. Plaintiff re-asserts that he was a bona fide  
Nevada resident at the times relevant to the divorce.

1 **Time Barred and Laches**

2 The request to set aside is time barred. NRCP 60(b) provides six months  
3 from entry of a final order to request a set aside for fraud, mistake (and its  
4 counterparts), and for discovery of new evidence. All motions under Rule 60(b)  
5 must be made in a reasonable time. *See* NRCP 60(b)

6 Defendant alleges fraud and that the Decree is void as her bases for the  
7 request to set aside. (*See* Mot. at 6). The fraud claims were barred years and  
8 years ago as the six month limitations period applies. As such, the request to set  
9 aside must be denied as to fraud as the same is time-barred.

10 The request to set aside for the Decree being purportedly void is subject to  
11 laches / being filed within a reasonable time. *See Deal v. Baines*, 110 Nev. 509,  
12 512-13, 874 P.2d 775, 777-78 (1994) (a two year wait to file a motion to set aside  
13 based upon the underlying judgment being void is unreasonable).

14 Here, Defendant filed her Motion over **14 years** after the Decree was  
15 entered. Under *Deal*, waiting two years with actual knowledge of the  
16 proceedings was too long to wait to request a set aside based upon the underlying  
17 order being purportedly void. *Deal*, 110 Nev. at 513-13, 874 P.2d at 778.  
18 Specifically, *Deal* held that setting aside an order after the moving party waited  
19 two years to request a set aside due to it being purportedly void was an abuse of  
20 discretion. *Id.*

1 It is uncontested that Defendant had actual knowledge of the proceedings  
2 and the Decree of Divorce. Defendant then admits that she then married another  
3 person and later divorced him. (Mot. at 5:22-24).

4 So, Defendant's request to set aside based on fraud is time barred and has  
5 been for over a decade. Defendant's request to set aside based upon the Decree  
6 being purportedly void is time barred as well pursuant to *Deal*, which held that it  
7 is an abuse of discretion to set aside an order when the motion to set aside was  
8 filed two years after the order was entered and the moving party had actual  
9 knowledge of the order.

10 Defendant glides right past this issue and presumes the fact not established.  
11 Defendant briefed Nevada law on residency—though did not provide law stating  
12 that a Decree entered without jurisdiction is void<sup>2</sup>—but entirely skipped even an  
13 offer of proof that Plaintiff was not a Nevada resident.

14 Accordingly, the Court should outright deny the motion to set aside.

15 **Burden of Proof Not Met**

16 All time barred issues aside, Defendant has failed to meet her initial burden  
17 of proof. The key allegation in Defendant's Motion is that Plaintiff purportedly  
18 never lived in Nevada—and certainly not for the required time and with the intent

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20 <sup>2</sup> This issue is discussed herein. Under clear Nevada law, the best case scenario for Defendant is that the Decree is voidable, not void. That is the best case scenario.

1 to remain for the indefinite future. The problem with this assertion is that there  
2 is nothing more than Defendant's word that Plaintiff purportedly never lived in  
3 Nevada.

4 The party requesting Rule 60(b) relief has the burden of proof. *See Kahn*  
5 *v. Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992), *overruled on other*  
6 *grounds by Epstein v. Epstein*, 113 Nev. 1401, 1405, 950 P.2d 771, 773 (1997).  
7 Burden shifting is improper. *See Francis v. Wynn Las Vegas, LLC*, 127 Nev.  
8 667, 667 n.5, 262 P.3d 705, 713 n. 5 (2011).

9 Here, Defendant has offered nothing but her word that Plaintiff was not an  
10 actual resident of Nevada at the relevant time. (*See generally* Motion and the  
11 Exhibits thereto). Defendant has failed to show adequate cause / make a *prima*  
12 *facie* case sufficient to warrant further proceedings. *See e.g. Rooney v. Rooney*,  
13 109 Nev. 540, 853 P.2d 123 (1993).

14 To take Defendant at her word would be to then shift the burden to Plaintiff  
15 to prove he was a Nevada resident, which is improper. *See Francis*, 127 Nev. at  
16 667 n. 5, 262 P.3d at 713 n. 5 (burden shifting is improper). Plaintiff would have  
17 to dig up records from a decade and a half ago to prove he was a Nevada resident.  
18 This is fundamentally unfair to require Plaintiff to prove his innocence when  
19 Defendant has the burden of proof. Defendant is making the claim, she needs to  
20 prove it with more than her word—and she had to do so in her Motion, which she

1 did not do. Defendant needed to make an offer of proof as to the allegation, but  
2 she did not. If Defendant claims that the records no longer exist to prove this,  
3 then the laches / time barred argument has even more credence as Plaintiff will  
4 have the same problem proving the fact that he was a bona fide Nevada resident  
5 at the relevant time.

6 Even if it is established that Plaintiff was not a bona fide resident of the  
7 State of Nevada and the Court establishes that it had no jurisdiction to enter the  
8 Decree of Divorce, the Decree is not void—rather, it is voidable. When colorable  
9 evidence exists that a party is a resident of Nevada sufficient for the Court to have  
10 jurisdiction (such as an Affidavit of Resident Witness being on file), but the  
11 residency claim was false, then the ensuing decree is not void, but rather voidable.  
12 *See Vaile v. Eighth Judicial District Court*, 118 Nev. 262, 271-73, 44 P.3d 512-  
13 14 (2002). Due to judicial estoppel, which is discussed herein, even if Plaintiff  
14 were not a valid resident of Nevada at the relevant time, the Decree will stand  
15 and not be voided. *Id.*

16 As such, the request to set aside should be denied due to a lack of adequate  
17 cause as Defendant has not met her burden of proof.

18 **The In Pari Delicto Doctrine Bars Defendant Relief**

19 Notwithstanding the aforementioned issues with Defendant's Motion, the  
20 *in pari delicto* doctrine bars relief for Defendant.



1 The *in pari delicto* doctrine provides that a party who has participated in  
2 wrongdoing may not recover damages resulting from the wrongdoing. See  
3 BLACK'S LAW DICTIONARY 806-07 (8th ed. 2004). The *in pari delicto* doctrine  
4 precludes a party who has engaged in wrongdoing from recovering when they are  
5 at least partially at fault. See *Official Committee v. R. F. Lafferty & Co.*, 267,  
6 F.3d 340, 354 (3d Cir. 2001), cited as to this doctrine in *In re Amerco Derivative*  
7 *Litigation*, 127 Nev. 196, 207 n.2, 252 P.3d 681, 689 n.2 (2011).

8 Here, Defendant admits to signing court papers that state Plaintiff was a  
9 bona fide Nevada resident at the time the action was initiated. Defendant only  
10 states that she was forced to do so, the argument against which is addressed  
11 herein. If the Court were to believe Defendant's assertions (that Plaintiff was not  
12 a bona fide Nevada resident at the time of the commencement of this action), then  
13 Defendant committed perjury by swearing under oath that the facts in the Joint  
14 Petition were true. This makes Defendant complicit with the purported (though  
15 denied) wrongdoing by Plaintiff. Thus, the *in pari delicto* doctrine bars  
16 Defendant relief.

17 **Judicial Estoppel Bars Defendant Relief**

18 Notwithstanding the aforementioned issues with Defendant's Motion,  
19 judicial estoppel bars Defendant relief. Judicial estoppel is to prevent parties  
20 from deliberately shifting positions to suit the requirements of another case

1 concerning the same subject matter. *See Vail*, 118 Nev. at 273, 44 P.3d at 514.

2 A party who has stated an oath in a prior proceeding that a given fact is true may  
3 not be allowed to deny the same fact in a subsequent action. *Id.* The elements of  
4 judicial estoppel are:

- 5 1. The same party has taken two positions;
- 6 2. The positions taken were in judicial proceedings;
- 7 3. The party was successful in asserting the first position (i.e. the court  
8 adopted the first position or accepted it as true);
- 9 4. The two positions are totally inconsistent; and
- 10 5. The first position was not taken as a result of ignorance, fraud, or mistake.

11 *See Matter of Frei Irrevocable Trust Dated October 29, 1996*, 133 Nev. 8, 390  
12 P.3d 646, 652 (2017).

13 Here, Defendant is taking two positions—that Plaintiff was a bona fide  
14 Nevada resident and that he was not. The positions are in court proceedings, to  
15 wit: the present divorce action. Defendant succeeded in the first position—the  
16 Court accepted that Plaintiff was a bona fide Nevada resident and granted the  
17 divorce. These positions are, by their nature, contradictory—Defendant asserts  
18 both A and not A. There was no ignorance, fraud, or mistake by Defendant.  
19 There was not even the allegation of such things in Defendant’s Motion.  
20 Defendant did allege coercion. As argued herein, Defendant is barred from

1 making such arguments. Further, Defendant has provided not even an offer of  
2 proof as to her claims. Moreover and as the purported acts took place a decade  
3 and a half ago, evidence on both sides (other than impeaching testimony) will be  
4 a major issue.<sup>3</sup>

5 As all of the elements of judicial estoppel are met, the Court should deny  
6 the request to set aside.

7 **B. THE COURT SHOULD AWARD PLAINTIFF ATTORNEY'S FEES**  
8 **AND COSTS**

9 The Court should award Plaintiff attorney's fees and costs for having to  
10 bring this matter before the Court. NRS 18.010 allows the Court to liberally  
11 award fees when a party maintains a frivolous position. EDCR 7.60 permits an  
12 award of fees when a party unnecessarily protracts the litigation.

13 Here and as stated herein, Defendant has filed a baseless motion to set  
14 aside. Defendant filed the motion well after the six month deadline to file any  
15 such motion. Nevada law is crystal clear that a motion to set aside on the basis  
16 of a void judgment filed more than two years after knowledge of the order being  
17

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18 <sup>3</sup> Impeaching testimony alone is insufficient under *Rooney* to warrant holding an  
19 evidentiary hearing. *See Rooney*, 109 Nev. at 542-43, 853 P.2d at 124-25. A fair summary of  
20 the *Rooney* standard for obtaining an evidentiary hearing is that the moving party has to allege  
facts sufficient to prevail if proven true and the moving party has to give an offer of proof of  
more than a he said / she said.

1 entered is time barred if the moving party knew of its existence. Defendant had  
2 actual knowledge of the order (the Decree), but waited almost 15 years to request  
3 a set aside—more than a decade after it was time barred. Defendant also had  
4 numerous other issues with her motion, as detailed herein. The motion should  
5 never have been filed.

6 In determining the reasonableness of the fees to be awarded, the Court  
7 must analyze the following factors:

- 8 • The qualities of the advocate: his ability, training, education, experience,  
9 professional standing, and skill;
- 10 • The character of the work to be done: its difficulty, intricacy, importance,  
11 the time and skill required, the responsibility imposed, and the prominence  
12 and character of the parties where they affect the importance of the  
13 litigation;
- 14 • The work actually performed by the lawyer: the skill, time, and attention  
15 given to the work; and
- 16 • The result: whether the attorney was successful and what benefits were  
17 derived.

18 *See Brunzell v. Golden State Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969);  
19 *see also Miller v. Wilfong*, 121 Nev. 619, 623-24, 119 P.3d 727, 730 (2005). The  
20 Court must also consider the relative income of the parties as this is a domestic

1 case. *Miller*, 121 Nev. at 623-24, 119 P.3d at 730. No one element should  
2 predominate or be given undue weight. *Brunzell*, 85 Nev. at 349, 455 P.2d at 33.

3 As to the *Brunzell* factors, Counsel has successfully litigated countless  
4 cases in the Family Division of this district court. Counsel has successfully  
5 litigated numerous appeals and writ petitions at the Nevada Supreme Court.  
6 Numerous Family Court judges have confirmed that Counsel's legal acumen  
7 warranted charging \$400 per hour—with none disagreeing. Counsel is in his  
8 thirteenth year of practice. Counsel is an AV Preeminent rated family law  
9 attorney by Martindale Hubbell. In addition to numerous other accolades,  
10 Counsel has been named one of the top family law attorneys in the state—and  
11 received a hand-signed letter from former Sen. Harry Reid regarding the same.  
12 Counsel is a court-approved Settlement Master whom the Family Courts appoints  
13 cases for him to mediate on a pro bono basis. All of the substantive work in this  
14 matter was performed by Counsel, not any junior associate or paralegal. What  
15 work was done by a paralegal was billed at a lower rate and supervised / amended  
16 by Counsel. The legal work did require review of the complex factual history  
17 and of several key Nevada cases as to the issues presented. To satisfy *Miller*, the  
18 filed Financial Disclosure Forms should evidence their respective income. As to  
19 the result, that is up to the Court; however, Plaintiff has shown numerous theories  
20 under which Defendant's motion is properly denied.

Should the Court be so inclined to award Plaintiff attorney's fees, he will file a Memorandum of Fees and Costs with the redacted billing statements to comply with *Love v. Love*.

### III.

## CONCLUSION

Based on the foregoing, the Court should enter the following orders:

- Denying Defendant's Motion to Set Aside; and
- Awarding Plaintiff attorney's fees and costs.

Dated this 23 day of January, 2019

LAW OFFICES OF F. PETER JAMES  
F. Peter James, Esq.  
Nevada Bar No. 10091  
3821 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89102  
702-256-0087  
Counsel for Plaintiff

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1. That I am the Plaintiff in the above-entitled action; and

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

Jaswinder Singh  
JASWINDER SINGH

1 **CERTIFICATE OF SERVICE**

2 I certify that on this 23 day of January, 2019, I caused the above and  
3 foregoing document entitled **OPPOSITION TO MOTION TO SET ASIDE**  
4 **DECREE OF DIVORCE; COUNTERMOTION** to be served as follows:

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

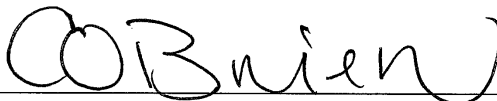
8 [ ] by placing same to be deposited for mailing in the United States  
9 Mail, in a sealed envelope upon which first class postage was  
10 prepaid in Las Vegas, Nevada;

10 [ ] pursuant to EDCR 7.26 / NEFCR 9, to be sent via facsimile /  
11 email;

12 to the attorney(s) / party(ies) listed below at the address(es), email address(es),  
13 and/or facsimile number(s) indicated below:

14 Andrew L. Kynaston, Esq.  
15 Kainen Law Group  
16 3303 Novat Street, Suite 200  
17 Las Vegas, Nevada 89129  
18 702-823-4488 (fax)  
19 Service@KainenLawGroup.com  
20 Counsel for Defendant

18  
19 By:



An employee of the Law Offices of F. Peter James, Esq., PLLC



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

JASWINDER SINGH

Plaintiff/Petitioner

v.

RAJWANT KAUR

Defendant/Respondent

Case No. 04D323977

Dept. P

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

-OR-

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

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

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

- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
  - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

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

-OR-

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

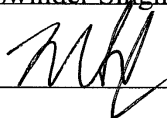
**Step 3.** Add the filing fees from Step 1 and Step 2.

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

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

Party filing Motion/Opposition: Jaswinder Singh via F. Peter James, Esq Date 1/23/2019

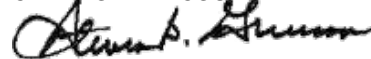
Signature of Party or Preparer



FDF

Name: F. PETER JAMES, ESQ.  
Address: 3821 West Charleston Blvd. Ste 250  
Las Vegas, NV 89102  
Phone: 702-256-0087  
Email: peter@peterjameslaw.com  
Attorney for Plaintiff  
Nevada State Bar No. 10091

Electronically Filed  
1/23/2019 4:32 PM  
Steven D. Grierson  
CLERK OF THE COURT



Eighth Judicial District Court  
Clark County, Nevada

<u>Jaswinder Singh</u> <b>Plaintiff,</b>  <b>vs.</b> <u>Rajwant Kaur</u> <b>Defendant.</b>	<b>Case No.</b> <u>04D323977</u>  <b>Dept.</b> <u>P</u>
---	---

### GENERAL FINANCIAL DISCLOSURE FORM

**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Jaswinder Singh
2. How old are you? 57
3. What is your date of birth? 5-12-1961
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)
1998	Interamerican Motor Corp	Warehouse Assistant	5	6am-2:30pm
2008	County Regional	Caregiver	7	varies

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 11/23/2018 my gross year to date pay is 18684  
*Second job YTD 11/15/18 22092*

### B. Determine your Gross Monthly Income.

Hourly Wage

\$18.05	×	40.00	=	\$722.00	×	52	=	\$37,544.00	÷	12	=	\$3,128.67
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

*2d job hours vary*  
 Annual Salary

	÷	12	=	\$0.00
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)	\$3,128.67
--	------------

#### D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	0.00
2.	Federal Health Savings Plan	0.00
3.	Federal Income Tax	191.00
4.	Health Insurance Amount for you: \$187.00 For Opposing Party: _____ For your Child(ren): _____	187.00
5.	Life, Disability, or Other Insurance Premiums	0.00
6.	Medicare	53.00
7.	Retirement, Pension, IRA, or 401(k)	0.00
8.	Savings	0.00
9.	Social Security	584.00
10.	Union Dues	0.00
11.	Other: (Type of Deduction) State Taxes	73.00
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>1,088.00</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?  
\$0.00

##### 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 ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support	0.00			
Auto Insurance	200.00			✓
Car Loan/Lease Payment	0.00			
Cell Phone	88.00	✓		
Child Support (not deducted from pay)	0.00			
Clothing, Shoes, Etc...	50.00	✓		
Credit Card Payments (minimum due)	1,000.00	✓		
Dry Cleaning	0.00	✓		
Electric	300.00			✓
Food (groceries & restaurants)	800.00			✓
Fuel	200.00	✓		
Gas (for home)	40.00			✓
Health Insurance (not deducted from pay)	0.00			
HOA	0.00			
Home Insurance (if not included in mortgage)	75.00			✓
Home Phone				
Internet/Cable	80.00			✓
Lawn Care	0.00			
Membership Fees	0.00			
Mortgage/Rent/Lease	1,268.68			✓
Pest Control	30.00			✓
Pets	0.00			
Pool Service	0.00			
Property Taxes (if not included in mortgage)	400.00			✓
Security	0.00			
Sewer	0.00			
Student Loans	0.00			
Unreimbursed Medical Expense	100.00	✓		
Water	300.00			✓
Other: Incidentals	150.00	✓		
<b>Total Monthly Expenses</b>	<b>5,081.68</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>					
2 <sup>nd</sup>					
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				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>0.00</b>	<b>0.00</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.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
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. 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.			
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 800.00</b>	

## CERTIFICATION

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

1. I (have/have not) have retained an attorney for this case.
2. As of the date of today, the attorney ~~has~~ <sup>have</sup> been paid a total of \$ 16167 on my behalf.
3. I have a credit with my attorney in the amount of \$ 9,000.00.
4. I currently owe my attorney a total of \$ 0.00.
5. I owe my prior attorney a total of \$ 0.00.

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

Yes 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.

Jaswinder Sme  
Signature

1/18/2019  
Date



**CERTIFICATE OF SERVICE**

I certify that on this 23 day of January 2019, I caused the above and foregoing document entitled GENERAL FINANCIAL DISCLOSURE FORM 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 Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile / mail, by duly executed sent for electronic service means;

to the attorney(s) / party(ies) listed below at the address, email address, and/or facsimile number indicated below:

Andrew L. Kynaston, Esq.  
Kainen Law Group, PLLC  
3303 Novat St., Suite 200  
Las Vegas, Nevada 89129  
service@KainenLawGroup.com  
Counsel for Defendant

By: \_\_\_\_\_



An employee of the Law Offices of F. Peter James, Esq., PLLC

001634  
 CO FILE DEPT CLOCK VCHR NO  
 L79 671306 100003 0000470503  
 101

179-0001

INTERAMERICAN MOTOR LLC  
 8901 CANOGA AVE  
 CANOGA PARK, CA 91304

## Earnings Statement



Period Beginning: 11/04/2018  
 Period Ending: 11/17/2018  
 Pay Date: 11/23/2018

Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 0  
 CA: 0

JASWINDER SINGH  
 15138 HIAWATHA ST  
 MISSION HILLS CA 91345

Social Security Number: XXX-XX-3602

Earnings	rate	hours	this period	year to date
Regular	18.0500	80.00	1,444.00	14,295.60
Overtime	27.0750	17.52	474.35	4,099.69
Holiday				288.80
<b>Gross Pay</b>			<b>\$1,918.35</b>	<b>18,684.09</b>

### Other Benefits and Information

	this period	total to date
Vac Balance		66.83

### Important Notes

YOUR COMPANY'S PHONE NUMBER IS (909)478-9693

Deductions	Statutory	
	Federal Income Tax	-215.52
	Social Security Tax	-113.57
	Medicare Tax	-26.56
	CA State Income Tax	-64.72
	CA SUI/SDI Tax	-18.32
	<b>Other</b>	
	Dental	-7.85*
	Medical	-76.27*
	Vision	-2.40*
	<b>Net Pay</b>	<b>\$1,393.14</b>
	Check	-1,393.14
	<b>Net Check</b>	<b>\$0.00</b>

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
 \$1,831.83

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

INTERAMERICAN MOTOR LLC  
 8901 CANOGA AVE  
 CANOGA PARK, CA 91304

Advice number: 00000470503  
 Pay date: 11/23/2018

Deposited to the account of  
 JASWINDER SINGH

account number xxxxxxxx7763 transit ABA xxxx xxxx amount \$1,393.14

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

176-0001

## Earnings Statement



Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 0  
CA: 0

JASWINDER SINGH  
15138 HIAWATHA ST  
MISSION HILLS CA 91345

Social Security Number: XXX-XX-3602

Earnings	rate	hours	this period	year to date
Regular	18.0500	80.00	1,444.00	12,851.60
Overtime	27.0750	17.73	480.04	3,625.34
Holiday				288.80
Gross Pay			\$1,924.04	16,765.74

<u>Information</u>	<u>this period</u>	<u>total to date</u>
Vac Balance		60.15

YOUR COMPANY'S PHONE NUMBER IS (909) 478-9693

<u>Deductions</u>		
<u>Statutory</u>		
Federal Income Tax	-216.77	1,854.46
Social Security Tax	-113.93	991.20
Medicare Tax	-26.64	231.81
CA State Income Tax	-65.22	552.28
CA SUI/SDI Tax	-18.37	159.87
<u>Other</u>		
Dental	-7.85*	70.65
Medical	-76.27*	686.43
Vision	-2.40*	21.60
<u>Net Pay</u>	<u>\$1,396.59</u>	
Check	-1,396.59	
<u>Net Check</u>	<u>\$0.00</u>	

Your federal taxable wages this period are \$1,837.52

[illegible]

182-0001



**NON-NEGOTIABLE**

DETACH ON DOTTED LINE  
KEEP THIS PORTION FOR YOUR RECORDS

77-089503

ISSUE DATE: 11/09/2018 Please contact your local IHSS county office for PAYMENT questions.

Recipient	DHALIWAL SURJIT			ID# 0676281	
Payee/Provider	SINGH JASWINDER			ID# 001243241	
Service Period: 10/16/18 to 10/31/18				Timesheet #	4045607051
Process Date: 11/07/18				19 01	
Pay Rate:	\$	11.18	YTD		
Hours Submitted	H 033	M 45	Federal .00 .00		
Hours Not Paid	H 000	M 00	Addt Federal .00 .00		
Total Hours Paid	H 033	M 45	State .00 .00		
Travel Hours	H 000	M 00	Addt State .00 .00		
Overtime Hours	H 000	M 00	FICA 23.39 565.21		
Sick Leave Hours	H 000	M 00	Medicare 5.48 132.19		
			SD/DIEC 3.77 91.16		
			Share of Cost .00 .00		
			Recovery .00 .00		
			Lien .00 .00		
			Health .00 .00		
			Dues .00 .00		
			Health Trust .00 .00		
			COPE/PEOPLE .00 .00		
			Initiation .00 .00		
			Other Insurance .00 .00		
Total Gross			32.64 788.56		
Net Pay			32.64 788.56		
Sick Leave			Total Deductions		
Fiscal Year 2018-2019			32.64 788.56		

\* Includes Overtime Hours at regular rate.

DETACH AND MAIL TO:  
KEEP THIS PORTION FOR YOUR RECORDS

11-0000000000

ISSUE DATE: 11/09/2018 Please contact your local IHSS county office for PAYMENT questions.

Recipient	KAUR SIKANDAR		ID# 0676280
Payee/Provider	SINGH JASWINDER		ID# 001243241
Service Period:	10/16/18 to 10/31/18	Timesheet #	4045607067 19 01
Process Date:	11/07/18		
Pay Rate:	\$ 11.18		
Hours Submitted	H 048	M 42	
Hours Not Paid	H 000	M 00	
Total Hours Paid	H 048	M 42	
Travel Hours	H 000	M 00	
Overtime Hours	H 001	M 06	
Sick Leave Hours	H 000	M 00	
	Current	YTD	
Regular *	544.47	12861.54	
Adjustment	.00	.00	
Travel	.00	.00	
Overtime	6.15	102.77	
Sick Leave	.00	.00	
Total Gross	550.62	12964.31	
Net Pay	503.00	11842.90	
	Deductions	Current	YTD
	Federal	.00	.00
	Addt Federal	.00	.00
	State	.00	.00
	Addt State	.00	.00
	FICA	34.14	803.79
	Medicare	7.98	187.98
	SDI/DIEC	5.50	129.64
	Share of Cost	.00	.00
	Recovery	.00	.00
	Lien	.00	.00
	Health	.00	.00
	Dues	.00	.00
	Health Trust	.00	.00
	COPE/PEOPLE	.00	.00
	Initiation	.00	.00
	Other Insurance	.00	.00
	Total Deductions	47.62	1121.41
Sick Leave	Avail	Paid	
Fiscal Year 2018-2019	08:00	00:00	

\* Includes Overtime Hours at regular rate.

76-756877

ISSUE DATE: 10/25/2018

Recipient	DHALLIWAL SURJIT		ID# 0676281
Payee/Provider	SINGH JASWINDER		ID# 001243241
Service Period: 10/01/18 to 10/15/18			
Process Date: 10/23/18			
Pay Rate:	\$	11.18	
Hours Submitted	H 033	M 41	
Hours Not Paid	H 000	M 00	
Total Hours Paid	H 033	M 41	
Travel Hours	H 000	M 00	
Overtime Hours	H 000	M 00	
Sick Leave Hours	H 000	M 00	
Current		YTD	
Regular *	376.58	8697.49	
Adjustment	.00	.00	
Travel	.00	.00	
Overtime	.00	41.47	
Sick Leave	.00	.00	
Total Gross	376.58	8738.96	
Net Pay	344.00	7983.04	
Deductions		Current	YTD
Federal		.00	.00
Addt Federal		.00	.00
State		.00	.00
Addt State		.00	.00
FICA		23.35	541.82
Medicare		5.46	126.71
SD/D/IEC		3.77	87.39
Share of Cost		.00	.00
Recovery		.00	.00
Lien		.00	.00
Health		.00	.00
Dues		.00	.00
Health Trust		.00	.00
COPE/PEOPLE		.00	.00
Initiation		.00	.00
Other Insurance		.00	.00
Total Deductions		32.58	755.92
Fiscal Year 2018-2019		08:00	00:00

\* Includes Overtime Hours at regular rate.

DETACH ON DOTTED LINE  
KEEP THIS PORTION FOR YOUR RECORDS

76-756876

ISSUE DATE: 10/25/2018 Please contact your local IHSS county office for PAYMENT questions.

Recipient	KAUR SIKANDAR		ID# 0676280
Payee/Provider	SINGH JASWINDER		ID# 001243241
Service Period:	10/01/18 to 10/15/18		Timesheet # 4044807339 19 01
Process Date:	10/23/18		
Pay Rate:	\$ 11.18		
Hours Submitted	H 047	M 45	
Hours Not Paid	H 000	M 00	
Total Hours Paid	H 047	M 45	
Travel Hours	H 000	M 00	
Overtime Hours	H 000	M 15	
Sick Leave Hours	H 000	M 00	
	Current	YTD	
Regular *	533.85	12317.07	
Adjustment	.00	.00	
Travel	.00	.00	
Overtime	1.40	96.62	
Sick Leave	.00	.00	
Total Gross	535.25	12413.69	
Net Pay	488.94	11339.90	
	Deductions	Current	YTD
	Federal	.00	.00
	Addt Federal	.00	.00
	State	.00	.00
	Addt State	.00	.00
	FICA	33.19	769.65
	Medicare	7.76	180.00
	SD/DIEC	5.36	124.14
	Share of Cost	.00	.00
	Recovery	.00	.00
	Lien	.00	.00
	Health	.00	.00
	Dues	.00	.00
	Health Trust	.00	.00
	COPE/PEOPLE	.00	.00
	Initiation	.00	.00
	Other Insurance	.00	.00
	Total Deductions	46.31	1073.79
	Sick Leave	Avail	Paid
Fiscal Year 2018-2019	08:00	00:00	

\* Includes Overtime Hours at regular rate.



77-466573

ISSUE DATE: 11/28/2018

Recipient	KAUR SIKANDAR		ID# 0676280	
Payee/Provider	SINGH JASWINDER		ID# 001243241	
Service Period: 11/01/18 to 11/15/18				
Process Date: 11/26/18				
Pay Rate: \$ 11.18		Timesheet # 4046318370		19 01
		Deductions		YTD
Federal		Current		.00
Addt Federal				.00
State				.00
Addt State				.00
FICA		33.10		836.89
Medicare		7.74		195.72
SD/DEC		5.34		134.98
Share of Cost		.00		.00
Recovery		.00		.00
Lien		.00		.00
Health		.00		.00
Dues		.00		.00
Health Trust		.00		.00
COPE/PEOPLE		.00		.00
Initiation		.00		.00
Other Insurance		.00		.00
Total Deductions		46.18		1167.59
Current		YTD		
Regular *		533.85	13395.39	
Adjustment		.00	.00	
Travel		.00	.00	
Overtime		.00	102.77	
Sick Leave		.00	.00	
Total Gross		533.85	13498.16	
Net Pay		487.67	12330.57	
Sick Leave		Avail	Paid	
Fiscal Year 2018-2019		08:00	00:00	

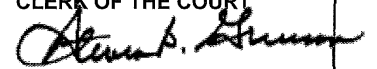
\* Includes Overtime Hours at regular rate.

77-466574

ISSUE DATE: 11/28/2018

Please contact your local IHSS county office for PAYMENT questions.									
Recipient		DHALIWAL SURJIT			ID# 0676281				
Payee/Provider		SINGH JASWINDER			ID# 001243241				
Service Period: 11/01/18 to 11/15/18					Timesheet #		4046318360 19 01		
Process Date: 11/26/18									
Pay Rate:		\$	11.18				Current		YTD
Hours Submitted		H 033		M 41				Federal	.00
Hours Not Paid		H 000		M 00				Addt Federal	.00
Total Hours Paid		H 033		M 41				State	.00
Travel Hours		H 000		M 00				Addt State	.00
Overtime Hours		H 000		M 15				FICA	23.43
Sick Leave Hours		H 000		M 00				Medicare	5.48
								SD/DJEC	3.78
								Share of Cost	.00
								Recovery	.00
								Lien	.00
								Health	.00
								Dues	.00
								Health Trust	.00
								COPE/PEOPLE	.00
								Initiation	.00
								Other Insurance	.00
Total Gross					377.98		9494.27		.00
Net Pay					345.29		8673.02		.00
Sick Leave					Avail		Paid		
Fiscal Year 2018-2019					08:00		00:00		
Total Deductions					32.69		821.25		

Includes Overtime Hours at regular rate.



1 **RPLY**

2 Andrew L. Kynaston, Esq.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129  
7 Telephone: (702) 823-4900  
8 Facsimile: (702) 823-4488  
9 service@KainenLawGroup.com  
10 Attorneys for Defendant

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

10 **JASWINDER SINGH,**

11 Plaintiff,

12 vs.

14 **RAJWANT KAUR,**

15 Defendant.

CASE NO: 04D323977  
DEPT NO: P

Date of Hearing: February 13, 2019  
Time of Hearing: 10:00 a.m.

**ORAL ARGUMENT REQUESTED:**

YES: XX NO:     

17 **DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S**  
18 **MOTION TO SET ASIDE DECREE OF DIVORCE**  
19 **AND**  
20 **DEFENDANT'S OPPOSITION TO PLAINTIFF'S COUNTERMOTION**

21 COMES NOW, Defendant, RAJWANT KAUR, by and through her attorney,  
22 ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP, PLLC,  
23 and submits her Reply to Plaintiff's Opposition to *Defendant's Motion to Set Aside*  
24 *Decree of Divorce*, and her Opposition to Plaintiff's Countermotion.

24 ...

25 ...

26 ...

27 ...

28 ...

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

1 This Reply and Opposition to Countermotion are made and based upon the  
2 papers and pleadings on file herein, the Points and Authorities submitted herewith, the  
3 Exhibits provided herewith, and Defendant's Declaration attached hereto, and oral  
4 argument of counsel at the time of the hearing of this matter.

5 DATED this 8th day of February, 2019.

6 KAINEN LAW GROUP, PLLC

7  
8 By: 

ANDREW L. KYNASTON, ESQ.

9 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
10 Las Vegas, Nevada 89129  
Attorneys for Defendant

11 I.

12 POINTS AND AUTHORITIES

13 NRCP Rule 60(b) states:

14 **Mistake; Inadvertance; Excusable Neglect; Newly Discovered Evidence;**  
15 **Fraud, Etc.** On motion and upon such terms as are just, the court may  
16 relieve a party or a party's legal representative from a final judgment, order,  
17 or proceeding for the following reasons: (1) mistake, inadvertence, surprise,  
18 or excusable neglect; (2) newly discovered evidence which by due diligence  
19 could not have been discovered in time to move for a new trial under Rule  
20 59(b); (3) *fraud (whether heretofore denominated intrinsic or extrinsic),*  
21 *misrepresentation or other misconduct of an adverse party;* (4) *the judgment*  
22 *is void;* or (5) the judgment has been satisfied, released, or discharged, or a  
23 prior judgment, upon which it is based has been reversed or otherwise  
24 vacated, or it is no longer equitable that an injunction should have  
25 prospective application. The motion shall be made within a reasonable time,  
26 and for reasons (1), (2), and (3) not more than 6 months after the proceeding  
27 was taken or the date that written notice of entry of the judgment or order  
28 was served. A motion under this subdivision (b) does not affect the finality  
of a judgment or suspend its operation. *This rule does not limit the power*  
*of a court to entertain an independent action to relieve a party from a*  
*judgment, order, or proceeding, or to set aside a judgment for fraud upon*  
*the court.* Writs of coram nobis, coram vobis, audita querela, and bills of  
review and bills in the nature of a bill of review, are abolished, and  
procedure for obtaining any relief from a judgment shall be by motion as  
prescribed in these rules or by independent action. (Emphasis added)

26 NRS 125.020 provides:

27 1. Divorce from the bonds of matrimony may be obtained for the causes  
28 provided in NRS 125.010, by verified complaint to the district court of any  
county:

(a) In which the cause thereof accrued;

- (b) In which the defendant resides or may be found;  
(c) In which the plaintiff resides;  
(d) In which the parties last cohabited; or  
(e) If plaintiff resided 6 weeks in the State before suit was brought.  
2. Unless the cause of action accrued within the county while the plaintiff and defendant were actually domiciled therein, *no court has jurisdiction to grant a divorce unless either the plaintiff or defendant has been resident of the State for a period of not less than 6 weeks preceding the commencement of the action.* (Emphasis added)

NRS 125.184(2) states:

A final judgment entered pursuant to this section does not prejudice or bar the rights of either of the parties to institute an action *to set aside the final judgment for fraud, duress, accident, mistake or other grounds recognized at law or in equity.* (Emphasis added)

## II.

### ARGUMENT

Defendant, RAJWANT KAUR (hereinafter "Wife"), and Plaintiff, JASWINDER SINGH (hereinafter "Husband"), were married more than 29 years ago on November 11, 1989, in Punjab, India. They later moved to California, where they have resided as husband and wife since that time. The parties never resided in Nevada.

Husband's Opposition is a blatant attempt to maintain the charade that he started more than 14 years ago. Rather than acknowledge the clear fraud propounded upon the Court and his own abusive and egregious behaviors which prevented this lie from coming to light until now, Husband is still trying to assert that he was a bona fide resident of the state of Nevada and met the requisite residency requirements at the time he initiated the Nevada divorce action back in August 2004.

The truth of the matter is that Husband knows he has never been a resident of Nevada, that his actions in obtaining a divorce decree in 2004 were fraudulent, and that he exercised such complete and total control over Wife that she had no choice but to comport with his demands that she sign the false paper work resulting in a Nevada Decree of Divorce.

Husband argues that Wife has offered "nothing but her word" in support of her claim that Husband never resided in Nevada. How is Wife supposed to provide

1 evidence of something that never happened? If Husband was a resident of Nevada when  
2 the divorce action was filed, he would certainly have some indicia residency to support  
3 his claim, such as a signed lease agreement, a Nevada driver's license, proof that he  
4 registered to vote, proof he received mail at a Nevada address, or any number of other  
5 concrete proofs to establish his claims. See, Aldabe v. Aldabe, 84 Nev. 392, 441 P.2d 691  
6 (1968). Rather he asserts that his self-serving false statements and highly suspect  
7 Resident Witness Affidavit are all the proof he needs, and it is Wife's burden to prove  
8 otherwise. Wife's sworn declaration to the contrary should at least carry an equal amount  
9 of weight. If the Court requires further evidence, then evidentiary proceedings should be  
10 set so the Court can assess the credibility of the parties and any other relevant evidence.  
11 Conversely, if Husband has conclusive evidence to the contrary to demonstrate that he  
12 was a bona fide resident of Nevada when he filed the divorce action, then he should  
13 provide it forthwith.

14 All Wife knows is that she was dragged to Las Vegas for less than one day  
15 during the last summer of 2004 and forced to sign the paperwork that Husband put in  
16 front of her. Thereafter, they immediately returned to their marital home in California  
17 and continue to reside together and hold themselves out as Husband and Wife to the  
18 world for the next 14 years. Throughout the period that Husband claims he satisfied  
19 Nevada residency requirements (i.e., the six weeks prior to filing the Nevada action), the  
20 parties continued to jointly reside in their marital home, pay the joint bills, and Husband  
21 continue to work at his job in California without disruption. Because of the passage of  
22 significant time, Wife is not sure if she can still obtain copies of the evidence of this fact  
23 such as copies of utility bills, mortgage statements, pay stubs from Husband's job, or  
24 other documentary evidence. Both parties have continuously resided in California during  
25 the period of time in question and that absolutely nothing changed in their marital  
26 relationship after that day trip to Nevada.

27 Husband too has continued to hold himself out as married to Wife  
28 throughout the last 14 years. He Answered the Complaint for Divorce filed by Wife in

1 California and only later sought to amend his answer and assert that they were already  
2 divorced. Another example showing his mindset is found in the attached **Exhibit A**,  
3 which is a copy of a Grant Deed recorded in California on September 24, 2009 (more  
4 than 5 years after the alleged divorce), granting an interest in real property located in Los  
5 Angeles County, to “Jaswinder Singh, a married man as his sole and separate property.”  
6 If Husband had been divorced, or believed himself to be divorced, at that time, why  
7 would he take title to this real property as “a married man?” This deed is a legal  
8 document, duly recorded in California. If Husband did not believe himself to be married  
9 to Wife in September 2009, then he executed and recorded a fraudulent deed. Either he  
10 was committing fraud in 2004 with his sham divorce action, or he was committing fraud  
11 in 2009 with a false deed.

12 Husband argues that Wife’s Motion is time barred by the six month time  
13 restriction imposed by NRCP Rule 60(b). While NRCP Rule 60(b) does include  
14 language regarding a six month time frame, for bringing motions to set aside, this is not  
15 the black and white rule that Husband wants this Court to believe it is. The rule provides  
16 that such motions shall be made “within a reasonable time,” and for reasons (1) (i.e.,  
17 *mistake, inadvertence, surprise or excusable neglect*), (2) (i.e., *newly discovered evidence*  
18 *which by due diligence could not have been discovered in time to move for a new trial*  
19 *under Rule 59(b)*), and (3) (i.e., *fraud (wether heretofore denominated intrinsic or*  
20 *extrinsic), mis- representation or other misconduct of an adverse party*), before defining  
21 reasonable time as “not more than 6 months after the proceeding was taken or the date  
22 that written notice of entry of the judgment or order was served.” However, omitted  
23 from Husband’s arguments in this regard, and critical to the analysis is this important  
24 caveat to the Rule 60(b), which provides “[t]his rule does not limit the power of a court  
25 to entertain an independent action to relieve a party from a judgment, order, or  
26 proceeding, or to set aside a judgment for fraud upon the court.” This is exactly  
27 what occurred in this case. The fraud upon this Court was Husband’s false and  
28 unsupportable claims regarding Nevada residency, which if known by the Court would

1 have made clear that this Court did not have jurisdiction to enter the Nevada Divorce  
2 Decree. The rule is clear that there is not limitation on the Court's power in this case, so  
3 the 6 month provision is inapplicable.

4 Furthermore, it would be a great miscarriage of justice for the Court not to  
5 set aside the Nevada Decree, which is clearly voidable at the discretion of this court.  
6 Vaile v. Eighth Judicial District Court, 118 Nev. 262, 44 P.3d 506 (2002), stands for  
7 principal that while a Decree of Divorce may not be *void* when it is later established that  
8 the Husband was not a bona fide resident of Nevada, it is still *voidable* at the discretion  
9 of the Court.<sup>1</sup> Vaile makes it clear that it is a facts driven analysis. Based upon the facts  
10 of this case, the Court should exercise its discretion and set aside the Decree. To do  
11 otherwise would result in Wife being deprived of her share of a substantial share of the  
12 community assets acquired over the last 14 years of the parties' marriage.

13 Husband next argues that Wife's claims are barred by the doctrine of *in pari*  
14 *delicto*, by arguing that Wife was a participant in the fraud committed on this Court.  
15 Again, such arguments are baseless under the facts of this case. Wife had no ability to  
16 resist Husband's demands that she sign the paperwork that he placed before her. She  
17 wasn't even allowed to read the documents, and was told that she must sign them.  
18 Culturally, the parties are Indian and part of an arranged marriage. In that culture (and  
19 in this relationship in particular) Wife essentially became Husband's chattel, with no  
20 independent rights. She was required to comply with whatever demands were made upon  
21 her by Husband. Wife acted under sever duress and coercion, and any suggestion that she  
22

23  
24 <sup>1</sup> The Nevada Supreme Court stated:

25 We realize that the posture of this case is unusual and unique since we are refusing to  
26 void a decree which was entered, as it turns out, by a court which had no jurisdiction  
27 over the parties. However, we reiterate, the decree was entered when the court believed  
28 it has jurisdiction. Any person who might review the district court filing would have not  
reason but to trust the validity of the court's decree. Under these circumstances, the law  
and policies which support it permit no result other than that the decree is voidable, not  
void. As mentioned and for the reasons stated, we decline to declare the decree void.  
Vaile v. Eighth Judicial District Court, 118 Nev. 262, 274, 44 P.3d 506 (2002).



1 participated voluntarily or was complicit in Husband's fraud is false.

2 Finally, Husband's arguments regarding judicial estoppel are also  
3 unfounded. Ironically, his arguments in this regarding the applicability of this doctrine,  
4 actually further strengthen Wife's arguments. Husband describes this principle in his  
5 own pleading (citing to the Vaile case) as on which "prevent[s] parties from deliberately  
6 shifting positions to suit the requirements of another case concerning the same subject  
7 matter." (See page 9, lines 19-20 and page 10, line 1-2 of Husband's Opposition). This  
8 is precisely what Husband is doing. In the California divorce litigation, Husband initially  
9 Answered the Complaint for Divorce filed by Wife. It was an afterthought on his part,  
10 when he then sought to later amend his California pleadings to allege that the parties were  
11 already divorced in Nevada more than a decade earlier. Even he did not believe that the  
12 parties were divorced, and it was only after he realized that he could gain a huge strategic  
13 advantage in the litigation by alleging that the Nevada Divorce was valid, that he  
14 deliberately shifted his position and began to argue otherwise. In the California litigation,  
15 Husband has taken two totally inconsistent positions, suggesting his contrary position  
16 should be barred by judicial estoppel principles.

17 It is important to note that in the Vaile case, one critical factor for the Court  
18 in upholding the Decree and not exercising discretion to void it -- notwithstanding the  
19 evidence that the residency requirements were not met -- was because the district Court  
20 had determined that the defendant was not operating under duress and was not coerced,  
21 but voluntarily signed the answer. Vaile, 118 Nev. at 274. It was based upon this finding  
22 that they court held that judicial estoppel was applicable and determined not to exercise  
23 its discretion to void the Decree.<sup>2</sup> In this case, there was clearly duress and coercion by  
24 Husband to force Wife to sign the false statements. This is certainly the type of case  
25 where the Court should exercise it's discretion in the interest of justice to declare the  
26

27 <sup>2</sup> The Court in Vaile further noted that the defendant in that case had clearly relied on the divorce  
28 decree because she decided to remarry. Id. Conversely in the case at bar, Wife and Husband both  
continued to hold themselves out as married for the next 14 years.

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1 Decree void and set it aside. Husband should not be permitted to benefit from his fraud  
2 to the detriment of Wife.

3  
4 **III.**

5 **CONCLUSION**

6 Based on the forgoing, Wife again requests the following relief:

- 7 1. For the Court to set aside the Decree of Divorce filed September 8, 2004,  
8 pursuant to NRCP Rule 60(b) and NRS 125.184(2);  
9 2. For such other and further relief as the Court deems just and proper in the  
10 premises.

11 DATED this 8th day of February, 2019.

12 KAINEN LAW GROUP, PLLC

13 By: 

14 ANDREW L. KYNASTON, ESQ.  
15 Nevada Bar No. 8147  
16 3303 Novat Street, Suite 200  
17 Las Vegas, Nevada 89129  
18 Attorneys for Wife  
19  
20  
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27  
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8<sup>th</sup> day of February, 2019, I caused to be served *Defendant's Reply to Plaintiff's Opposition to Defendant's Motion to Set Aside Decree of Divorce and Defendant's Opposition to Plaintiff's Countermotion* to all interested parties as follows:

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

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

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

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

*Counsel for Defendant:*

Peter@peterjameslaw.com

Courtney@peterjameslaw.com

Colleen@peterjameslaw.com

  
An Employee of the  
KAINEN LAW GROUP, PLLC

## **EXHIBIT “A”**

FIDELITY-VAN NUYS

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:  
Jaswinder Singh  
15138 Hiawatha  
Mission Hills, CA 91345



A.P.N.: 2649-025-004

Order No.: 19602673

Space Above This Line for Recorder's Use Only  
Escrow No.: 30482

GRANT DEED

TRANSFER TAX  
NOT A PUBLIC RECORD

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY not a public record & CITY not a public record  
computed on full value of property conveyed, or  
computed on full value less value of liens or encumbrances remaining at time of sale,  
unincorporated area; [x] City of Mission Hills, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
First Federal Bank of California

hereby GRANT(S) to Jaswinder Singh, a married man as his sole and separate property

the following described property in the City of Mission Hills, County of Los Angeles State of California;  
See Exhibit 'A' attached hereto and made a part hereof.

The sale was made and the premises were accepted without representation or warranty of any kind or nature and in an "AS IS"  
condition based solely on Buyer's inspection.

First Federal Bank of California, a Federally Chartered Savings Bank

By: [Signature]  
Darin Nishimura, Senior Vice President

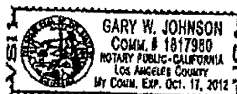
RECORDER'S MEMO:  
LEGIBLE COPY ATTACHED HERETO

Document Date: August 28, 2009

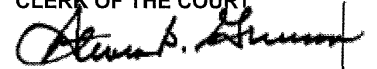
STATE OF CALIFORNIA  
COUNTY OF Los Angeles JSS  
On August 28, 2009 before me, Gary W. Johnson, Notary Public  
personally appeared Darin Nishimura  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies) and that he/she/they are the person(s) or the entity  
upon behalf of which the person(s) acted, executed the instrument.  
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature

This area for official notarial seal.



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below



1 **SUPP**  
2 Andrew L. Kynaston, Esq.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129  
7 (702) 823-4900  
8 (702) 823-4488 (fax)  
9 Service@KainenLawGroup.com  
10 Attorneys for Defendant

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

13 JASWINDER SINGH,

14 Plaintiff,

15 vs.

16 RAJWANT KAUR,

17 Defendant.

CASE NO. 04D323977  
DEPT NO. P

Date of Hearing: 2/13/2019  
Time of Hearing: 10:00 a.m.

18 **DEFENDANT'S SUPPLEMENTAL FILING**

19 TO: JASWINDER SINGH, Plaintiff:

20 TO: F. PETER JAMES, ESQ., Attorney for Plaintiff:

21 COMES NOW, Defendant, Rajwant Kaur, through her attorney, ANDREW  
22 L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP, PLLC., and hereby  
23 supplements with the following documents:

- 24 1. *Declaration in Support of Defendant's Reply to Plaintiff's Opposition to*  
25 *Defendant's Motion to Set Aside Decree of Divorce and Defendant's*  
26 *Opposition to Plaintiff's Countermotion (Exhibit A);*
- 27 2. Sales Deed showing listing property to Jaswinder Singh as a married man  
28 (Exhibit B);
3. Experian and TransUnion Credit Report in the name of Rajwant Kaur,  
showing Jaswinder as spouse or co-applicant (Exhibit C);

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Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

**KAINEN LAW GROUP, PLLC**

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Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

4. Aftercare instruction from Gastroenterology Department for Jaswinder Singh, signed by "Accompanying Adult" Rajwant Kaur, Wife. (Exhibit D);
5. Copies of HealthCare Partners Medical Group Referrals for Jaswinder Singh, showing Jaswinder's home address in California. (Exhibit E);
6. Costco Wholesale receipt for Store number 48, located in Van Nuys, California, as well as Member/Item Activity Print out showing purchases all at Store number 48 (Exhibit F);
7. Copy of Costco Credit Card Statement for Rajwant Kaur, showing that Jaswinder Singh has a card in his name under this account (Exhibit G);
8. Copies of both Jaswinder Singh and Rajwant Kaur's 2005 W-2, both showing the same address (Exhibit H); and
9. Financial Agreement and Estimated Patient Financial Responsibility Form, signed by Jaswinder Singh, and Rajwant Kaur, as wife (Exhibit I).

DATED this 12th day of February, 2019.

KAINEN LAW GROUP, PLLC

By: 

ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
*Attorney for Defendant*

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 12<sup>th</sup> day of February, 2019, I caused to be served the ***Defendant's Supplemental Filing*** to all interested parties as follows:

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

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

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

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

*Attorney for Plaintiff:*

Peter@peterjameslaw.com

Colleen@peterjameslaw.com

Courtney@peterjameslaw.com

  
An Employee of  
KAINEN LAW GROUP, PLLC



## **EXHIBIT “A”**

**DECLARATION OF RAJWANT KAUR IN SUPPORT OF REPLY**

I, RAJWANT KAUR, declare under penalty of perjury that I am the Defendant herein and that I have read the foregoing *Reply and Opposition* and the same are true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

EXECUTED this 08 day of February, 2019.

Rajwant Kaur  
RAJWANT KAUR

## **EXHIBIT “B”**

FIDELITY-VAN NUYS

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:  
Jaswinder Singh  
15138 Hiawatha  
Mission Hills, CA 91345



A.P.N.: 2649-025-004

Order No.: 19602673

Space Above This Line for Recorder's Use Only  
Escrow No.: 30482

GRANT DEED

TRANSFER TAX  
NOT A PUBLIC RECORD

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY not a public record & CITY not a public record  
☐ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale,  
unincorporated area; ☒ City of Mission Hills, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
First Federal Bank of California

hereby GRANT(S) to Jaswinder Singh, a married man as his sole and separate property

the following described property in the City of Mission Hills, County of Los Angeles State of California;  
See Exhibit 'A' attached hereto and made a part hereof.

The sale was made and the premises were accepted without representation or warranty of any kind or nature and in an "AS IS"  
condition based solely on Buyer's inspection.

First Federal Bank of California, a Federally Chartered Savings Bank

By: [Signature]  
Darin Nishimura, Senior Vice President

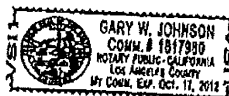
RECORDER'S MEMO:  
LEGIBLE COPY ATTACHED HERETO

Document Date: August 28, 2009

STATE OF CALIFORNIA  
COUNTY OF Los Angeles  
On August 28, 2009 before me, Gary W. Johnson, Notary Public  
personally appeared Darin Nishimura  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies) and that he/she/they are the person(s) or the entity  
upon behalf of which the person(s) acted, executed the instrument.  
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature [Signature]

This area for official notarial seal.



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

## **EXHIBIT “C”**

P.O. Box 9701  
Allen, TX 75013



0003966 03 AB 0.409 \*\*AUTO T2 07024 91345-251538 -C02-P03969-1  
RAJWANT KAUR  
15138 HIAWATHA ST  
MISSION HILLS CA 91345-2515



## Your Credit Report

Report # 2496-6730-78 for 01/28/19

RAJWANT KAUR

### Disputing information in this report

Before contacting us, please review this report carefully. If you disagree with an item, you may dispute it. We will process your dispute generally by sending your dispute to the furnisher of the information or to the vendor who collected the information from a public record.

The fastest and easiest way to dispute most information is to visit us at:  
[www.experian.com/disputes](http://www.experian.com/disputes)

You can also submit your disputes in writing by mailing them to:

Experian, NCAC, PO BOX 9701, Allen TX 75013

### Call us with your disputes or questions:

800 509 8495, M - F 8am to 10pm and Saturday 10am to 7pm, CT

You may also submit additional relevant information or supporting documentation for your disputes electronically at [experian.com/upload](http://experian.com/upload). Be advised that written information or documents you provide with respect to your disputes may be shared with any and all creditors with which you are disputing.

### Medical Information

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e. "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others, they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that contain medical information are disclosed to others.

## Payment History Legend

<b>OK</b> Current/Terms of agreement met	<b>CRD</b> Creditor received deed	<b>G</b> Claim filed with government
<b>30</b> Account 30 days past due	<b>FS</b> Foreclosure proceedings started	<b>D</b> Defaulted on contract
<b>60</b> Account 60 days past due	<b>F</b> Foreclosed	<b>C</b> Collection
<b>90</b> Account 90 days past due	<b>VS</b> Voluntarily surrendered	<b>CO</b> Charge off
<b>120</b> Account 120 days past due	<b>R</b> Repossession	<b>CLS</b> Closed
<b>150</b> Account 150 days past due	<b>PBC</b> Paid by creditor	<b>ND</b> No data for this time period
<b>180</b> Account 180 days past due	<b>EC</b> Insurance claim	

\*If your creditor reported your account balances to us, we list them in this section as additional information about your account. Your account history may also include your credit limit and high balance or the original loan amount for an installment loan. This section also includes the scheduled payment amounts, amounts actually paid and the dates those payments were made. ND: No Data

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## Record of requests for your credit history

We make your credit history available to your current and prospective creditors and employers as allowed by law. Experian may list these inquiries for up to two years.

### Inquiries shared with others

The section below lists companies that have requested your credit information as a result of an action you took, such as applying for credit or financing or as a result of a collection. The inquiries in this section are shared with companies that receive your credit history.

Examples of inquiries shared with others include:

- a real estate loan
- a home mortgage loan
- an auto loan
- an application for credit

**KOHL'S/CAPONE** PO BOX 3115 MILWAUKEE WI 53201 (800) 564 5740

Date Jun 27, 2018 Reason Unspecified. This inquiry is scheduled to continue on record until Jul 2020.

**BK OF AMER** PO BOX 982238 EL PASO TX 79998 (800) 421 2110

Address Identification number: 0176566861

Date Mar 10, 2018 Reason Unspecified. This inquiry is scheduled to continue on record until Apr 2020.

**BK OF AMER** No phone number available

Address Identification number: 0176566861

Date Apr 27, 2017 Reason Unspecified. This inquiry is scheduled to continue on record until May 2019.

### Inquiries shared only with you

You may not have initiated the following inquiries, so you may not recognize each source. We report these requests to you only as a record of activities, and we do not include any of these requests on credit reports to others.

We offer credit information about you to those with a permissible purpose, such as:

- other creditors who want to offer you preapproved credit;
- an employer who wishes to extend an offer of employment;
- a potential investor in assessing the risk of a current obligation;
- Experian Consumer Assistance to process a report for you;
- your current creditors to monitor your accounts (date listed may reflect only the most recent request);
- an end user to complete your mortgage loan application;
- insurance underwriting (auto or home).

These inquiries DO NOT affect your credit score and are not seen by anyone but you (except insurance companies may be able to see other insurance company inquiries).

**CIC EXPERIAN CONSUMER SE** 535 ANTON BLVD STE 100 COSTA MESA CA 92626 No phone number available

Date of Inquiry: Jan 28, 2019

**CIC EXPERIAN CREDITWORKS** 535 ANTON BLVD STE 100 COSTA MESA CA 92626 (866) 431 3471

Date of Inquiry: Jan 28, 2019

**ECS** 535 ANTON BLVD STE 100 COSTA MESA CA 92626 No phone number available

Date of Inquiry: Jan 28, 2019

RAJWANT KAUR | Report # 2496-6730-78 for 01/28/19

**ECS/CREDIT BASICS** 535 ANTON BLVD STE 100 COSTA MESA CA 92626 (866) 673 0140

Date of Inquiry: Jan 28, 2019

**ECS/RIGHT OFFER MARKETPL** 475 ANTON BLVD COSTA MESA CA 92626 No phone number available

Date of Inquiry: Jan 28, 2019

**KOHL'S** PO BOX 3115 MILWAUKEE WI 53201 (262) 703 7000

Date of Inquiry: Dec 27, 2018

**DISCOVER FINANCIAL SVCS** PO BOX 15157 WILMINGTON DE 19850 (800) 347 2683

Date of Inquiry: Dec 06, 2018; Jun 01, 2018; May 17, 2018; May 04, 2018

**BK OF AMER** 1000 SAMOSET DR NEWARK DE 19713 (800) 421 2110

Date of Inquiry: Nov 16, 2018

**BK OF AMER** PO BOX 982238 EL PASO TX 79998 (800) 421 2110

Date of Inquiry: Nov 14, 2018

**COMPASS BANK** PO BOX 11830 BIRMINGHAM AL 35202 No phone number available

Date of Inquiry: Oct 02, 2018

**LAUREL ROAD BANK** 1001 POST RD DARIEN CT 06820 (203) 656 3500

Date of Inquiry: Jun 19, 2018

**MUFG UNION BANK N.A.** 350 CALIFORNIA ST SAN FRANCISCO CA 94104 No phone number available

Date of Inquiry: Mar 14, 2018

**BANK OF AMERICA** PO BOX 982238 EL PASO TX 79998 (800) 421 2110

Date of Inquiry: Mar 10, 2018; Apr 27, 2017

**BK OF AMER** PO BOX 982238 EL PASO TX 79998 (800) 421 2110

Date of Inquiry: Mar 10, 2018

**BANK OF AMERICA** PO BOX 982238 EL PASO TX 79998 (800) 421 2110

Date of Inquiry: Apr 27, 2017

**AMERICAN EXPRESS** PO BOX 981537 EL PASO TX 79998 (802) 537 8500

Date of Inquiry: Jan 12, 2017

**CITI CARDS/CITIBANK** PO BOX 6241 SIOUX FALLS SD 57117 (888) 766 2484

Date of Inquiry: Jan 10, 2017

Your accounts in good standing (continued)

**BANK OF AMERICA Partial account #**  
440066240141....

PO BOX 982238, EL PASO, TX 79998 or (800) 421 2110

<b>Date opened</b> Apr 2017	<b>First reported</b> May 2017	<b>Recent balance</b> \$0 /paid as of Jan 2019	<b>Payment history</b>
<b>Address ID #</b> 0176871057	<b>Terms</b> Not reported	<b>Status</b> Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> \$1	<b>Date of Status</b> This account is scheduled to continue on record until Jan 2029.	2019 <b>CLS</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$10,000	<b>Comment</b> Account closed at consumer's request.	2018 <b>OK OK OK OK OK OK OK OK OK OK OK OK</b>
	<b>High balance</b> \$37	<b>Date of Status</b> Dec 2018	2017 <b>OK OK OK OK OK OK OK OK</b>

Account History \* (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Dec18	Nov18	Oct18	Sep18	Aug18	Jul18	Jun18	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17
AB (\$)	1	37	36	0	0	0	0	0	0	0	0	0	0	0	0
DPR	Dec19	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	1	12	25	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Sep17	Aug17	Jul17	Jun17	May17										
AB (\$)	0	0	0	0	0										
DPR	ND	ND	ND	ND	ND										
SPA (\$)	ND	ND	ND	ND	ND										
AAP (\$)	ND	ND	ND	ND	ND										

Between May 2017 and Dec 2018, your credit limit/high balance was \$10,000

**BANK OF AMERICA Partial account #**  
440066312675....

PO BOX 982238, EL PASO, TX 79998 or (800) 421 2110

<b>Date opened</b> Dec 2015	<b>First reported</b> Jan 2016	<b>Recent balance</b> \$71 as of Jan 2019	<b>Payment history</b>
<b>Address ID #</b> 0176871057	<b>Terms</b> Not reported	<b>Status</b> Open/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> \$25	<b>Date of Status</b> Jan 2019	2019 <b>OK</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$8,000		2018 <b>Full Year - In Good Standing</b>
	<b>High balance</b> \$12,430		2017 <b>Full Year - In Good Standing</b>
			2016 <b>Full Year - In Good Standing</b>

Account History \* (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Dec18	Nov18	Oct18	Sep18	Aug18	Jul18	Jun18	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17
AB (\$)	0	34	100	19	82	138	110	139	30	82	129	530	97	682	128
DPR	Nov23	Oct24	Sep22	Aug24	Jul28	Jun22	May24	Apr18	Apr02	Feb24	Jan23	Dec23	Nov26	Oct27	Sep26
SPA (\$)	25	25	25	19	25	25	25	25	25	25	25	25	25	25	25
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Sep17	Aug17	Jul17	Jun17	May17	Apr17	Mar17	Feb17	Jan17						
AB (\$)	536	114	34	116	65	97	332	18	87						
DPR	Aug25	Jul20	Jun16	May26	Apr27	Mar23	Mar04	Jan20	Nov20						
SPA (\$)	25	25	25	25	25	25	25	18	25						
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND						

Between Jan 2017 and Dec 2018, your credit limit/high balance was \$8,000

**BANK OF AMERICA Partial account #**  
440066743634....

PO BOX 982238, EL PASO, TX 79998 or (800) 421 2110

<b>Date opened</b> Mar 2018	<b>First reported</b> Apr 2018	<b>Recent balance</b> \$0 /paid as of Dec 2018	<b>Payment history</b>
<b>Address ID #</b> 0176871057	<b>Terms</b> Not reported	<b>Status</b> Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> Not reported	<b>Date of Status</b> This account is scheduled to continue on record until Dec 2028.	2018 <b>OK OK OK OK OK OK OK OK</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$15,000	<b>Comment</b> Account closed at consumer's request.	
	<b>High balance</b> Not reported	<b>Date of Status</b> Dec 2018	



one your lender uses, and scores may be different from lender to lender (or from car loan to mortgage loan), depending on the type of credit scoring model that was used. Because your score is based on information in your personal credit report, it is very important that you review your personal credit report carefully for accuracy.

How can I improve my credit score?

Paying your bills on time is the single most important contributor to a good credit score. In addition, it is important to minimize outstanding debt, avoid overextending yourself and avoid applying for credit needlessly. If you have potentially negative information on your credit report, such as late payments, a bankruptcy, public record items or too many requests for your credit history, your best strategy is to pay your bills on time and wait. Time is often your best ally in improving your credit score.



702402-00-000396-005-028792

Your accounts in good standing (continued)

**KOHL'S/CAPONE** Partial account #  
639305089919....

PO BOX 3115, MILWAUKEE, WI 53201 or (800) 584 5740

<b>Date opened</b> Jun 2018	<b>First reported</b> Jul 2018	<b>Recent balance</b> \$0 /paid as of Jan 2019	<b>Payment history</b>
<b>Address ID #</b> 0186705029	<b>Terms</b> Not reported	<b>Status</b> Open/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> \$4	<b>Date of Status</b> Jan 2019	2019 <b>OK</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$1,000		2018 <b>OK OK OK OK OK OK</b>
	<b>High balance</b> \$34		
<b>Account History</b> * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)			
AB (\$)	Dec18	Nov18	Oct18
DPR	Dec10	Sep14	Sep14
SPA (\$)	4	0	0
AAP (\$)	4	ND	ND
Between Jul 2018 and Dec 2018, your credit limit/high balance was \$1,000			

**MACYS/DSNB** Partial account # 44097574....

PO BOX 8218, MASON, OH 45040 or (800) 243 6552

<b>Date opened</b> Nov 2013	<b>First reported</b> Dec 2013	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> Not reported	<b>Comment:</b> This account is scheduled to continue on record until Mar 2028.	2018 <b>OK OK DLS</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$600	<b>Date of Status</b> Mar 2018	2017 <b>DLS ND ND OK OK OK OK OK OK OK OK</b>
	<b>High balance</b> \$36		2016 <b>Full Year - In Good Standing</b>
			2015 <b>OK OK OK OK OK OK OK OK ND ND ND</b>
			2014 <b>Full Year - In Good Standing</b>
			2013 <b>OK</b>

**SEARS/CBNA** Partial account # 504994145155....

PO BOX 6217, SIOUX FALLS, SD 57117 or No phone number available

<b>Date opened</b> Oct 2012	<b>First reported</b> Oct 2012	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> Not reported	<b>Comment:</b> This account is scheduled to continue on record until Nov 2025.	2016 <b>OK OK OK OK OK OK OK OK OK OK DLS</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$2,500	<b>Date of Status</b> Nov 2016	2015 <b>Full Year - In Good Standing</b>
	<b>High balance</b> \$17		2014 <b>Full Year - In Good Standing</b>
			2013 <b>Full Year - In Good Standing</b>
			2012 <b>OK OK OK</b>

**SYNCB/JCPENNEY** Partial account #  
600889349454....

PO BOX 965007, ORLANDO, FL 32896 or (800) 542 0800

<b>Date opened</b> Dec 2005	<b>First reported</b> Dec 2005	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> Not reported	<b>Comment:</b> This account is scheduled to continue on record until Dec 2025.	2015 <b>OK OK OK OK OK OK OK OK OK OK DLS</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$500	<b>Date of Status</b> Dec 2015	2014 <b>Full Year - In Good Standing</b>
	<b>High balance</b> \$115		2013 <b>Full Year - In Good Standing</b>
			2012 <b>Full Year - In Good Standing</b>
			2011 <b>Full Year - In Good Standing</b>
			2010 <b>Full Year - In Good Standing</b>
			2009 <b>Full Year - In Good Standing</b>

Your accounts in good standing (continued)

**SYNCB/JCPENNEY Partial account #**  
600889533351....

PO BOX 965007, ORLANDO, FL 32896 or (800) 542 0800

<b>Date opened</b> May 2009	<b>First reported</b> May 2009	<b>Recent balance</b> \$0 /paid as of Jan 2019	<b>Payment history</b>
<b>Address ID #</b> 0176568861	<b>Terms</b> Not reported	<b>Status</b> Open/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> \$25	<b>Date of Status</b> Jan 2019	2019 <b>OK</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$1,000		2018 <b>Full Year - In Good Standing</b>
	<b>High balance</b> \$91		2017 <b>Full Year - In Good Standing</b>
			2016 <b>Full Year - In Good Standing</b>
			2015 <b>Full Year - In Good Standing</b>
			2014 <b>Full Year - In Good Standing</b>
			2013 <b>Full Year - In Good Standing</b>
			2012 <b>OK OK OK OK OK OK OK OK OK OK</b>

**Account History \*** (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Dec18	Nov18	Oct18	Sep18	Aug18	Jul18	Jun18	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17
AB (\$)	0	0	0	0	0	0	0	0	0	0	0	0	58	0	0
DPR	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	Dec22	May27	May27	May27
SPA (\$)	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Sep17	Aug17	Jul17	Jun17	May17	Apr17	Mar17	Feb17	Jan17						
AB (\$)	0	0	0	0	0	0	0	0	0						
DPR	May27	May27	May27	May27	May27	May27	May27	May27	May27						
SPA (\$)	25	25	25	25	25	25	25	25	25						
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND						

Between Jan 2017 and Dec 2018, your credit limit/high balance was \$1,000

**SYNCB/MERVYNS Partial account #**  
604589114700....

PO BOX 965005, ORLANDO, FL 32896 or (800) 480 5014

<b>Date opened</b> Oct 2003	<b>First reported</b> Oct 2003	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176567431	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> Not reported	<b>This account is</b> scheduled to continue on	2009 <b>OK OK OK OK OK OK CLS</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> Not reported	<b>record until Aug 2019.</b>	2008 <b>Full Year - In Good Standing</b>
	<b>High balance</b> \$86	<b>Date of Status</b> Aug 2009	2007 <b>Full Year - In Good Standing</b>
			2006 <b>Full Year - In Good Standing</b>
			2005 <b>Full Year - In Good Standing</b>
			2004 <b>Full Year - In Good Standing</b>
			2003 <b>OK OK OK</b>

**TARGET NATIONAL BANK Partial account #**  
435237501954....

PO BOX 873, MINNEAPOLIS, MN 55440 or (888) 755 5856

<b>Date opened</b> Dec 2002	<b>First reported</b> Nov 2003	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176568922	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> Not reported	<b>This account is</b> scheduled to continue on	2009 <b>CLS CLS CLS CLS CLS CLS CLS</b>
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> Not reported	<b>record until Jul 2019.</b>	2008 <b>CLS CLS CLS CLS CLS CLS CLS</b>
	<b>High balance</b> \$7,000	<b>Comment:</b> Account closed at credit	2007 <b>CLS CLS CLS CLS CLS CLS CLS</b>
		<b>grantor's request.</b>	2006 <b>CLS CLS CLS CLS CLS CLS CLS</b>
		<b>Date of Status</b> Jul 2009	2005 <b>OK OK OK OK OK OK OK OK OK CLS CLS</b>
			2004 <b>Full Year - In Good Standing</b>
			2003 <b>OK OK</b>

alert expires.

**California notice of your rights to request and obtain your credit score You have the right to request and obtain your credit score if provided by Experian.**

A credit score is a numerical value or a categorization derived from a statistical tool or modeling system used by a person who makes or arranges a loan to predict the likelihood of certain credit behaviors, including default. The numerical value or the categorization derived from this analysis may also be referred to as a "risk predictor" or "risk score." "Credit score" does not include any mortgage score or rating of an automated underwriting system that considers one or more factors in addition to credit information, including, but not limited to, the loan to value ratio, the amount of down payment, or a consumer's financial assets. "Credit score" does not include other elements of the underwriting process or underwriting decision.

Your credit score report must contain:

- Your current credit score or your most recent credit score that was previously calculated by Experian for a purpose related to the extension of credit
- The range of possible credit scores under the model used
- All the key factors (up to four) that adversely affected your credit score, listed in the order of their importance based on their effect on the credit score
- The date the credit score was created
- The name of the person or entity that provided the credit score or credit file upon which the credit score was created

Your credit score will be calculated based on information in your personal credit report from Experian. If you do not have a copy of your personal credit report, visit [www.experian.com](http://www.experian.com) or call 1 888 EXPERIAN (1 888 397 3742) to order a copy.

**How to obtain your credit score**

The fee for your credit score is \$7.95 per individual score. To purchase your score, visit [www.experian.com](http://www.experian.com) or call us toll-free at 1 888 EXPERIAN.

**What is a credit score?**

A credit score is a number that reflects your credit risk level, typically with a higher number indicating lower risk. Using elements from your personal credit report, a score is generated through a statistical model that uses your past credit behavior and current credit relationships to predict likely future behavior. Your credit score is a fluid number, and it changes as the elements in your personal credit report change. For example, payment updates or a new account could cause your score to fluctuate. There are many different scores used in the financial service industry. The score that Experian provides may be different from the

You have the right to obtain a copy of your credit report. The fee is \$8. There is no fee if you have been turned down for credit, employment, insurance, or rental housing because of information in your credit report within the last 60 days. The credit reporting agency (CRA) must assist you if you need help interpreting your report. You have a right to dispute inaccurate information; however, neither you nor any credit repair company or credit service organization has the right to have accurate, current, and verifiable information removed from your credit report. Under the federal Fair Credit Reporting Act, the CRA must remove accurate, negative information from your report only if it is more than seven years old (bankruptcies and unpaid tax liens may remain on your file for up to 10 years). If you notify the CRA that you dispute the accuracy of information in your report, they must then investigate within 30 business days and modify or remove inaccurate information at no charge. Provide all pertinent information to the CRA, and copies of documents that prove your claim. If an investigation does not resolve the dispute to your satisfaction, you may request that a brief statement be added to your file explaining why you think the information is inaccurate. You also may contact the credit grantor directly to dispute the information. You have a right to receive a record of all inquiries relating to a credit transaction initiated during the 12 months preceding your request.

You have a right to bring civil action against anyone, including a CRA, who improperly obtains access to your file, knowingly or willfully misuses file data, or fails to correct inaccurate data.

You may request that the information in your file not be provided to a third party for marketing purposes by contacting Experian at 1 888 5OPTOUT (1 888 567 8688).

You have a right to place a fraud security alert on your credit report that alerts anyone who reviews your credit information that your identity may have been used without your consent.

Recipients of your credit report are required to take reasonable steps, including contacting you at your telephone number if you provided one with your fraud alert, to verify your identity prior to lending money, extending credit, or completing the purchase, lease, or rental of goods or services. The alert may prevent credit, loans, and services from being approved in your name without your consent. However, the alert may delay or interfere with the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transactions, or other services, including extension of credit or services at point of sale. You may request or renew a security alert at the conclusion of the one-year alert period at [www.experian.com](http://www.experian.com) or by calling 1 888 EXPERIAN (1 888 39 3742) toll-free.

You have a right to obtain a free copy of your credit report at the conclusion of the one-year alert period by renewing your alert OR by writing to Experian within 30 days after the

0238648207

Your accounts in good standing (continued)

Account History \* (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Nov18	Oct18	Sept18	Aug18	Jul18	Jun18	May18	Apr18
AB (\$)	0	0	0	0	0	0	0	0
DPR	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND

Between Apr 2018 and Nov 2018, your credit limit/high balance was \$15,000

**CHASE Partial account # 512488010150....**

PO BOX 15298, WILMINGTON, DE 19850 or (800) 945 2000

<b>Date opened</b> May 2011	<b>First reported</b> May 2011	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Charge Card	<b>Monthly payment</b> Not reported	<b>Date of Status</b> Aug 2013	2013 OK OK OK OK OK OK OK OK
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$20,000	<b>Comment</b> This account is scheduled to continue on record until Aug 2023.	2012 Full Year - In Good Standing
	<b>High balance</b> \$1,072		2011 OK OK OK OK OK OK OK OK

**CITI Partial account # 410039045357....**

PO BOX 6190, SIOUX FALLS, SD 57117 or (855) 378 6467

<b>Date opened</b> Nov 2001	<b>First reported</b> Sep 2016	<b>Recent balance</b> \$0/paid as of Jun 2018	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Open/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit Card	<b>Monthly payment</b> \$25	<b>Date of Status</b> Jun 2018	2018 OK OK OK OK OK OK OK
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$17,500		2017 Full Year - In Good Standing
	<b>High balance</b> \$2,024		2016 OK OK OK OK

Account History \* (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17	Sept17	Aug17	Jul17	Jun17	May17	Apr17	Mar17
AB (\$)	0	0	69	67	69	69	69	69	69	69	69	69	69	64	59
DPR	Mar28	Mar28	Mar02	Feb02	Dec30	Nov26	Nov02	Oct02	Sep02	Aug02	Jun30	Jun02	May01	Mar21	Mar06
SPA (\$)	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

	Feb17	Jan17
AB (\$)	57	59
DPR	Jan26	Jan01
SPA (\$)	25	25
AAP (\$)	ND	ND

Between Jan 2017 and May 2018, your credit limit/high balance was \$17,500

**DISCOVER FINANCIAL SERVICES Partial account # 601129869069....**

PO BOX 16318, WILMINGTON, DE 19850 or (800) 347 2683

<b>Date opened</b> Mar 2004	<b>First reported</b> Mar 2004	<b>Recent balance</b> Not reported	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Paid, Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> Not reported	<b>Date of Status</b> Aug 2012	2012 OK OK OK OK OK OK OK OK
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$5,000	<b>Comment</b> Account closed at consumer's request.	2011 Full Year - In Good Standing
	<b>High balance</b> Not reported		2010 Full Year - In Good Standing
			2009 Full Year - In Good Standing
			2008 Full Year - In Good Standing
			2007 Full Year - In Good Standing
			2006 Full Year - In Good Standing
			2005 OK OK OK OK

## Personal information

The following information is reported to us by you, your creditors and/or other sources. Each source may report your personal information differently, which may result in variations of your name, address, Social Security number, etc. As part of our fraud protection efforts, a notice with additional information may appear.

### Names

RAJWANT KAUR  
Name identification number: 14660  
RAJWANT K KAUR  
Name identification number: 1  
R KAUR  
Name identification number: 19886  
RAJMANT KAUR  
Name identification number: 3577  
RAJMANT K KAUR  
Name identification number: 22549

### Addresses

These addresses are listed in no particular order and may include previous addresses where you received mail. The Address Identification number is how our system identifies the address and the source of that address, such as a creditor, court or potential creditor. The geographical code shown with each address identifies the state, county, census tract, block group and Metropolitan Statistical Area associated with each address. These listings do not affect your credit score.

#### Address

15138 HIAWATHA ST  
MISSION HILLS CA 91345-2515  
Type: Single family Geo Code: 0-10960220-37-4480  
Address identification number: 0176568661

10140 SEPULVEDA BLVD APT15  
MISSION HILLS CA 91345-2634  
Type: Apartment complex Geo Code: 0-10960230-37-4480  
Address identification number: 0176567431

9969 SEPULVEDA BLVD APT204  
MISSION HILLS CA 91345-2987  
Type: Apartment complex Geo Code: 0-10980010-37-4480  
Address identification number: 0176568922

9969 SEPULVEDA BLVD  
MISSION HILLS CA 91345-2974  
Type: Multifamily Geo Code: 0-10980010-37-4480  
Address identification number: 0176568860

PO BOX 950313  
MISSION HILLS CA 91395-0313  
Type: Post office box Geo Code: 0-10960230-37-4480  
Address identification number: 0176871057

2623 KADOTA ST  
SIMI VALLEY CA 93063-2446  
Type: Single family Geo Code: 0-840130-111-4480  
Address identification number: 0186705029

### Social Security number variations

As a security precaution, we did not list the Social Security number that you provided when you contacted us. The numbers below are variations that have been reported to us. Only the last four digits of each reported variation are displayed. Numbers that appear here vary from the number you used to generate this report. Actual differences in the numbers may be part of the displayed portion or part of the hidden portion.  
XXX-XX-9229  
XXX-XX-4229

RAJWANT KAUR | Report # 2496-6730-78 for 01/28/19

### Personal information continued

XXX-XX-6229

### Year of birth

1957

### Telephone numbers

818 200 9214 Cellular  
818 361 2811 Residential  
818 895 7302 Residential

### Spouse or co-applicant

JASWINDER

### Former or current employers

SHERMAN OAKS HOSPITAL  
BEVERLY HEALTH CARE

--- End of Report ---

## CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a 'security freeze' on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

## Notification of Rights for California Consumers

0238648207

page 8 of 10

DEF0033

702442-00-00035966-0004-0028793

**Your accounts in good standing** These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.

Credit items

**AMERICAN EXPRESS** Partial account #  
3499906055548333

PO BOX 981537, EL PASO, TX 79998 or (800) 874 2717

<b>Date opened</b> Nov 2001	<b>First reported</b> Jun 2011	<b>Recent balance</b> \$0 as of Jul 2016	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> Not reported	<b>Comment:</b> This account is scheduled to continue on record until Jul 2026.	2016 ND ND ND ND ND ND DLS
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$17,500	<b>Date of Status</b> Jul 2016	2015 ND ND ND ND ND ND ND ND ND ND ND ND
	<b>High balance</b> \$110		2014 OK OK OK OK OK OK ND ND ND ND ND ND
			2013 Full Year - In Good Standing
			2012 Full Year - In Good Standing
			2011 OK OK OK OK OK OK OK

**BANK OF AMERICA** Partial account #  
431307383052....

PO BOX 982238, EL PASO, TX 79998 or (800) 421 2110

<b>Date opened</b> Aug 2013	<b>First reported</b> Aug 2013	<b>Recent balance</b> \$0 as of Jul 2015	<b>Payment history</b>
<b>Address ID #</b> 0176566861	<b>Terms</b> Not reported	<b>Status</b> Closed/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit Card	<b>Monthly payment</b> Not reported	<b>Comment:</b> This account is scheduled to continue on record until Jul 2025.	2015 OK OK OK OK OK OK DLS
<b>Responsibility</b> Authorized user	<b>Credit limit or original amount</b> \$10,000	<b>Date of Status</b> Jul 2015	2014 Full Year - In Good Standing
	<b>High balance</b> Not reported		

**BANK OF AMERICA** Partial account #  
431351208253....

PO BOX 982238, EL PASO, TX 79998 or (800) 421 2110

<b>Date opened</b> Feb 1996	<b>First reported</b> Apr 2010	<b>Recent balance</b> \$0 as of Jan 2019	<b>Payment history</b>
<b>Address ID #</b> 0176871057	<b>Terms</b> Not reported	<b>Status</b> Open/Never late.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
<b>Type</b> Credit card	<b>Monthly payment</b> \$25	<b>Date of Status</b> Jan 2019	2019 OK
<b>Responsibility</b> Individual	<b>Credit limit or original amount</b> \$1,000		2018 Full Year - In Good Standing
	<b>High balance</b> \$2,277		2017 Full Year - In Good Standing
			2016 Full Year - In Good Standing
			2015 Full Year - In Good Standing
			2014 Full Year - In Good Standing
			2013 ND OK OK OK OK OK ND OK OK OK OK
			2012 OK OK OK OK OK OK ND ND ND ND

**Account History \*** (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Dec18	Nov18	Oct18	Sep18	Aug18	Jul18	Jun18	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17
AB (\$)	0	0	0	0	0	0	0	0	113	0	0	0	0	0	0
DPR	Apr26	Apr28	Apr28	Apr28	Apr28	Apr28	Apr28	Apr28	Jan30	Jan30	Jan30	Jan30	Jan30	Jan30	Jan30
SPA (\$)	25	25	25	25	25	25	25	25	25	45	45	45	45	45	45
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Sep17	Aug17	Jul17	Jun17	May17	Apr17	Mar17	Feb17	Jan17	Dec16	Nov16	Oct16	Sep16	Aug16	Jul16
AB (\$)	0	0	0	0	0	0	0	0	425	45	45	45	45	45	45
DPR	Jan30	Jan30	Jan30	Jan30	Jan30	Jan30	Jan30	Jan30	Oct05	Jan30	Jan30	Jan30	Jan30	Jan30	Jan30
SPA (\$)	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

Between Mar 2018 and Dec 2018, your credit limit/high balance was \$1,000  
Between Jan 2017 and Feb 2018, your credit limit/high balance was \$16,000



Credit Report Prepared For:

**RAJWANT KAUR**

Experian Report As Of: Jan 28, 2019

Personal & Confidential

DEF0035





## Account Summary

### My Accounts Summary

Open Credit Cards	3
Open Retail Cards	2
Open Real Estate Loans	0
Open Installment Loans	0
Total Open Accounts	5
Accounts Ever Late	0
Collections Accounts	0
Average Account Age	9 yrs 10 mos
Oldest Account	22 yrs 11 mos
Newest account	

### My Hard Credit Inquiries

3

### My Overall Credit Usage



Credit Debt  
\$71  
Total Credit  
\$28,500

### My Debt Summary

Credit and Retail Card Debt	\$71
Real Estate Debt	\$0
Installment Loans Debt	\$0
Collections Debt	\$0
Total Debt	\$71

### My Public Records

0

Summary

Accounts

Collections

Inquiries

Public Records

Credit Score

DEF0036



## Account Summary

### My Personal Information

**Name**  
RAJWANT KAUR

**Personal Statement(s)**  
No Statement(s) present at this time

**Also Known As**

**Birth Year**  
1957

**Addresses**  
PO BOX 950313  
MISSION HILLS, CA 91395-0313

15138 HIAWATHA ST  
MISSION HILLS, CA 91345-2515

10140 SEPULVEDA BLVD #APT 15  
MISSION HILLS, CA 91345-2634

**Employer(s)**  
SHERMAN OAKS HOSPITAL  
BEVERLY HEALTH CARE

Summary

Accounts

Collections

Inquiries

Public Records

Credit Score

DEF0037

Jan 28, 2019 - Free Report

Experian®

Equifax®

TransUnion®

## Accounts

## Open Accounts

### Account Name

BANK OF AMERICA

### Balance

\$0

### Credit Limit

\$1,000

### Usage

0%

### Type

REVOLVING

[View details ▶](#)

### Status

Current

### Opened On

Feb 1, 1996

### Account Name

BANK OF AMERICA

### Balance

\$71

### Credit Limit

\$8,000

### Usage

1%

### Type

REVOLVING

[View details ▶](#)

### Status

Current

### Opened On

Dec 1, 2015

DEF0038

**Account Name**  
CITI

**Balance**  
\$0

**Credit Limit**  
\$17,500

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Current

**Opened On**  
Nov 1, 2001

**Account Name**  
KOHLS/CAPONE

**Balance**  
\$0

**Credit Limit**  
\$1,000

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Current

**Opened On**  
Jun 1, 2018

**Account Name**  
SYNCB/JCP

**Balance**  
\$0

**Credit Limit**  
\$1,000

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Current

**Opened On**  
May 1, 2009

DEF0039

## Closed Accounts

**Account Name**  
AMEX

**Balance**  
\$0

**Credit Limit**  
\$17,500

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Paid

**Opened On**  
Nov 1, 2001

**Account Name**  
BANK OF AMERICA

**Balance**  
\$0

**Credit Limit**  
\$10,000

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Paid

**Opened On**  
Apr 1, 2017

**Account Name**  
BANK OF AMERICA

**Balance**  
\$0

**Credit Limit**  
\$15,000

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Paid

**Opened On**  
Mar 1, 2018

DEF0040

**Account Name**  
BANK OF AMERICA

**Balance**  
\$0

**Credit Limit**  
\$10,000

**Usage**  
0%

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Paid

**Opened On**  
Aug 1, 2013

**Account Name**  
CHASE CARD

**Balance**  
-

**Credit Limit**  
\$20,000

**Usage**  
-

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Paid

**Opened On**  
May 1, 2011

**Account Name**  
DISCOVER FIN SVCS LLC

**Balance**  
-

**Credit Limit**  
\$5,000

**Usage**  
-

**Type**  
REVOLVING  
[View details ▶](#)

**Status**  
Paid

**Opened On**  
Mar 1, 2004

DEF0041

**Account Name**  
MACYS/DSNB

**Balance**  
-

**Credit Limit**  
\$600

**Usage**  
-

**Type**  
REVOLVING  
View details ▶

**Status**  
Paid

**Opened On**  
Nov 1, 2013

**Account Name**  
SEARS/CBNA

**Balance**  
-

**Credit Limit**  
\$2,500

**Usage**  
-

**Type**  
REVOLVING  
View details ▶

**Status**  
Paid

**Opened On**  
Oct 1, 2012

**Account Name**  
SYNCB/JCP

**Balance**  
-

**Credit Limit**  
\$500

**Usage**  
-

**Type**  
REVOLVING  
View details ▶

**Status**  
Paid

**Opened On**  
Dec 1, 2005

DEF0042

**Account Name**  
SYNCB/MERVYNS

**Balance**  
-

**Credit Limit**  
\$0

**Usage**  
-

**Type**  
REVOLVING  
View details▶

**Status**  
Paid

**Opened On**  
Oct 1, 2003

**Account Name**  
TARGET NB

**Balance**  
-

**Credit Limit**  
\$7,000

**Usage**  
-

**Type**  
REVOLVING  
View details▶

**Status**  
Paid

**Opened On**  
Dec 1, 2002

<

Summary

Collections

>

Based on your credit profile, you may qualify for this offer.

()

()

<

>

DEF0043



## **EXHIBIT “D”**

Physician: Check all boxes that apply. Fill in the blanks that apply. Cross out what does not apply. Orders with unchecked box ( ) will not be carried out.  
 Nurse: ☒ = Carry out this order for this patient. ☐ = Not ordered for this patient.  
 Do Not Use these Abbreviations: "U", "Q D", "IU", "OOD", "ug", "MS", "MSO", "MgSO", "AU", "AS", "AD", "No trailing zeros", "use a leading zero" before a decimal point

DATE/TIME > 5/4/12 1000 INSTRUCTIONS: PLEASE USE BALLPOINT PEN AND PRESS FIRMLY.

NOTE: Be sure that you have read and understand all instructions before signing below. These after care instructions have been recommended by your physician and should be followed closely as the best possible safeguard against complications.

24 HOUR ORDER CHECK	
SIGNATURE/TITLE	
DATE	TIME

next  
2-3 days

1. Do not drive or operate machinery for the remainder of the day as your judgment and coordination may be affected. You may choose to avoid important decisions. DO NOT DRINK ALCOHOL TODAY.
2. Limit your physical activity for the rest of the day. When you are up, have someone with you for support as you may feel some dizziness.
3. If you feel ill take your temperature one and four hours after you return home. Call your physician if your temperature is above 100 degrees F. (oral thermometer)
4. If you are having abdominal pain, rectal bleeding (red, maroon, or black bowel movement), or are vomiting blood, call your physician immediately. Notify your physician if you develop chest pain.

I hereby acknowledge that I have received and understand these instructions.

Jaswinder Singh  
Patient Signature

5/4/12 1000  
Date/Time

Rare Poudyal  
Witness

5. Diet Instructions: Make your first meal light. Then:

- ☐ Soft cooked foods and liquids only for the next \_\_\_\_\_ hours
- ☐ Avoid raw fruits and vegetables, corn, green beans, nuts, seeds
- ☐ Bland Foods
- ☐ Normal Diet

6. Post Polypectomy Instructions

- ☐ No aspirin, Motrin, Advil, Ibuprofen for 2 weeks
- ☐ No strenuous activity or heavy lifting for 1 week
- ☐ Soft diet for 72 hours; avoid raw fruits, vegetables, and red meat.

7. See Dr. \_\_\_\_\_ for follow up appointment in \_\_\_\_\_

8. Prescription ☐ No  
☐ Yes

9. Education Materials: \_\_\_\_\_

10. Other Specific Instructions \_\_\_\_\_

Accompanying Adult Rajward Date/Time 5/4/12 Witness (witness signature)  
 Physician's Phone Number (818) 838-4524

MD OR PRINT NAME R. Chhablani (2047)		SIGNATURE OF PHYSICIAN		DATE 5/4/12		TIME 11A	
SIGNATURE OF TRANSCRIBER		INITIAL		DATE		TIME	
NO. DATE		PAGE 1 OF 1		SIGNATURE OF NURSE (NOTED/CONFIRMED)		DATE 5/4/12	
HC 166 04/05				PATIENT ADDRESSOGRAPH		TIME 12p	

PROVIDENCE  
Holy Cross  
Medical Center

AFTERCARE INSTRUCTIONS  
GASTROENTEROLOGY DEPARTMENT  
(MD ORDERS)

Original - Chart Yellow - Pharmacy Pink - Physician

PHYSICIAN'S ORDERS

ADCT M015931439

SINGH, JASWINDER

DOB: 03-13-61 50-11 AM  
MR: M000551661

DEF0044

## **EXHIBIT “E”**

HealthCare Partners Medical Group

June 1, 2012

Site: GREATER VALLEY MISSION HILLS  
Member Name: JASWINDER SINGH  
Member ID: \*\*\*\*\*2-10  
HealthPlan: Anthem Blue Cross Commercial  
Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
15138 hiawatha st.  
MISSION HILLS, CA 91345

**Dear JASWINDER SINGH:**

HealthCare Partners Medical Group has approved the following referral:

Referred To: LOS ROBLES HOME CARE SVCS INC (805-777-7234)

Specialty: HOME HEALTH

Address: 68 LONG ST STE 2C  
THOUSAND OAKS, CA 91360

Referring Physician: LOS ROBLES HOME CARE SVCS INC

Service(s) Approved:

Procedure(s)
S9123 HOME HEALTH GENERAL NURSING CARE BY RN, PER HOUR

Authorization Date/Number: 06/01/2012 - 08133457

Referral Expiration Date: 08/30/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

The specialist you are being referred to may not be an employee of the medical group. Most of our specialists are not employed by the medical group, but are independent contractors, who will employ their own independent skill, knowledge, and care in their diagnosis and treatment of your care. These specialists are in a distinct occupation and business apart from the medical group and neither the medical group nor your primary care physician will exercise any control or supervision over the specialist's recommendations for diagnostic testing and treatment.

A co-payment may apply for the service(s) you are to receive. Please verify your financial responsibility with your health plan. Services received, even if authorized, that exceed benefit limitations will be your financial responsibility. You must be eligible with this Medical Group at the time of service for any payment to be made. If you receive a bill which you believe is in error, please contact the provider of service first. You may also contact our Patient Support Center at 1-800-403-4160 for questions about this referral or possible billing errors.

Sincerely,

HealthCare Partners Medical Group

v01.03 HCPMbr\_Approval\_All

DEF0045

HealthCare Partners Medical Group

June 6, 2012

Site: GREATER VALLEY MISSION HILLS  
Member Name: JASWINDER SINGH  
Member ID: \*\*\*\*\*2-10  
HealthPlan: Anthem Blue Cross Commercial  
Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
15138 hiawatha st.  
MISSION HILLS, CA 91345

Dear JASWINDER SINGH:

HealthCare Partners Medical Group has approved the following referral:

Referred To: DAVID DAE-YOUNG KIM MD (818-700-2336)

Specialty: HEMATOLOGY/ONCOLOGY

Address: 18300 ROSCOE BLVD  
NORTHridge, CA 91325

Referring Physician: DANA R HOWARD MD

Service(s) Approved:

Procedure(s)
99203 NEW PT OFFICE VISIT-DETAILED
99213 EST PT OFFICE VISIT - EXPANDED

Authorization Date/Number: 06/06/2012 - 08152022

Referral Expiration Date: 12/03/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

The specialist you are being referred to may not be an employee of the medical group. Most of our specialists are not employed by the medical group, but are independent contractors, who will employ their own independent skill, knowledge, and care in their diagnosis and treatment of your care. These specialists are in a distinct occupation and business apart from the medical group and neither the medical group nor your primary care physician will exercise any control or supervision over the specialist's recommendations for diagnostic testing and treatment.

A co-payment may apply for the service(s) you are to receive. Please verify your financial responsibility with your health plan. Services received, even if authorized, that exceed benefit limitations will be your financial responsibility. You must be eligible with this Medical Group at the time of service for any payment to be made. If you receive a bill which you believe is in error, please contact the provider of service first. You may also contact our Patient Support Center at 1-800-403-4160 for questions about this referral or possible billing errors.

Sincerely,

HealthCare Partners Medical Group

v01.03 HCPMbr\_Approval\_All

DEF0046

HealthCare Partners Medical Group

May 2, 2012

Site: GREATER VALLEY MISSION HILLS  
 Member Name: JASWINDER SINGH  
 Member ID: \*\*\*\*\*2-10  
 HealthPlan: Anthem Blue Cross Commercial  
 Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
 15138 hiawatha st.  
 MISSION HILLS, CA 91345

**Dear JASWINDER SINGH:**

HealthCare Partners Medical Group has approved the following referral:

Referred To: WALID S ARNAOUT MD ()

Specialty: SURGERY - GENERAL

Facility: NORTHRIDGE HOSP MED CTR-  
 ROSCOE (818-885-8500)

Specialty: HOSPITAL - INPATIENT

Address: 18300 ROSCOE BLVD  
 THOM&DOROTH LEVY CNC CTR  
 NORTHRIDGE, CA 91328

Address: 18300 ROSCOE BLVD  
 NORTHRIDGE, CA 91328

Referring Physician: WALID S ARNAOUT MD

Service(s) Approved:

Procedure(s)
49000 EXPLORATORY LAPAROTOMY, EXPLORATORY CELIOTOMY
48150 PANCERATECTOMY, PROXIMAL SUB W DUODENECTOMY, W/PANCREATICOJEJUNOSTOMY
47600 CHOLECYSTECTOMY
49441 PLACE DUOD/JEJ TUBE PERC
38747 ABDOMINAL LYMPHADENECTOMY, REGIONAL, INCLU CELIAC, PARA-AORTIC AND VENA CAVAL

Authorization Date/Number: 04/30/2012 - 08013817

Referral Expiration Date: 07/31/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

The specialist you are being referred to may not be an employee of the medical group. Most of our specialists are not employed by the medical group, but are independent contractors, who will employ their own independent skill, knowledge, and care in their diagnosis and treatment of your care. These specialists are in a distinct occupation and business apart from the medical group and neither the medical group nor your primary care physician will exercise any control or supervision over the specialist's recommendations for diagnostic testing and treatment.

A co-payment may apply for the service(s) you are to receive. Please verify your financial responsibility with

DEF0047

your health plan. Services received, even if authorized, that exceed benefit limitations will be your financial responsibility. You must be eligible with this Medical Group at the time of service for any payment to be made. If you receive a bill which you believe is in error, please contact the provider of service first. You may also contact our Patient Support Center at 1-800-403-4160 for questions about this referral or possible billing errors.

Sincerely,

HealthCare Partners Medical Group

v01.03 HCPMbr\_Approval\_All

Fax NO  
310 - 793 - 7924

DEF0048

HealthCare Partners Medical Group

May 3, 2012

Site: GREATER VALLEY MISSION HILLS  
Member Name: JASWINDER SINGH  
Member ID: \*\*\*\*\*2-10  
HealthPlan: Anthem Blue Cross Commercial  
Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
15138 hiawatha st.  
MISSION HILLS, CA 91345

*Pay no Patient support center*  
**818 - 293 - 7924**

**Dear JASWINDER SINGH:**

HealthCare Partners Medical Group has approved the following referral:

Referred RAHUL K CHHABLANI MD. (818-  
To: 838-4524)

Specialty: GASTROENTEROLOGY

Facility: PROVIDENCE HOLY CROSS MED  
CTR (818-365-8051)

Address: 11600 INDIAN HILLS RD #200  
MISSION HILLS, CA 91345

Specialty: HOSPITAL - OUTPATIENT  
Address: 15031 RINALDI ST  
MISSION HILLS, CA 91346

Referring Physician: RAHUL K CHHABLANI MD

Service(s) Approved:

Procedure(s)
45380 COLONOSCOPY, FLEXIBLE, PROXIMAL/SPLENIC; W BIOPSY
45378 COLONOSCOPY, FLEXIBLE, PROXIMAL TO SPLENIC, DIAGNOSTIC

Authorization Date/Number: 05/03/2012 - 08028109

Referral Expiration Date: 08/01/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

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A co-payment may apply for the service(s) you are to receive. Please verify your financial responsibility with your health plan. Services received, even if authorized, that exceed benefit limitations will be your financial responsibility. You must be eligible with this Medical Group at the time of service for any payment to be made. If you receive a bill which you believe is in error, please contact the provider of service first. You may also contact our Patient Support Center at 1-800-403-4160 for questions about this referral or possible billing errors.

Sincerely,

DEF0049



HealthCare Partners Medical Group

May 25, 2012

Site: GREATER VALLEY MISSION HILLS  
Member Name: JASWINDER SINGH  
Member ID: \*\*\*\*\*2-10  
HealthPlan: Anthem Blue Cross Commercial  
Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
15138 hiawatha st.  
MISSION HILLS, CA 91345

**Dear JASWINDER SINGH:**

HealthCare Partners Medical Group has approved the following referral:

Facility: LOS ROBLES HOME CARE SVCS INC (805-777-7234)

Specialty: HOME HEALTH

Address: 68 LONG ST STE 2C

THOUSAND OAKS, CA 91360

Referring Physician: PEDRAM SHIRZAD DO

Service(s) Approved:

Procedure(s)
G0154 SKILLED NURSE IN HOME OR HOSPICE SETTINGS, EA 15 MINS

Authorization Date/Number: 05/25/2012 - 08113049

Referral Expiration Date: 06/24/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

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A co-payment may apply for the service(s) you are to receive. Please verify your financial responsibility with your health plan. Services received, even if authorized, that exceed benefit limitations will be your financial responsibility. You must be eligible with this Medical Group at the time of service for any payment to be made. If you receive a bill which you believe is in error, please contact the provider of service first. You may also contact our Patient Support Center at 1-800-403-4160 for questions about this referral or possible billing errors.

Sincerely,

HealthCare Partners Medical Group

v01.03 HCPMbr\_Approval\_All

DEF0050

HealthCare Partners Medical Group

June 1, 2012

Site: GREATER VALLEY MISSION HILLS  
Member Name: JASWINDER SINGH  
Member ID: \*\*\*\*\*2-10  
HealthPlan: Anthem Blue Cross Commercial  
Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
15138 hiawatha st.  
MISSION HILLS, CA 91345

**Dear JASWINDER SINGH:**

HealthCare Partners Medical Group has approved the following referral:

Referred To: LOS ROBLES HOME CARE SVCS INC (805-777-7234)

Specialty: HOME HEALTH

Address: 68 LONG ST STE 2C  
THOUSAND OAKS, CA 91360

Referring Physician: LOS ROBLES HOME CARE SVCS INC

Service(s) Approved:

Procedure(s)
S9123 HOME HEALTH GENERAL NURSING CARE BY RN, PER HOUR

Authorization Date/Number: 06/01/2012 - 08133457

Referral Expiration Date: 08/30/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

The specialist you are being referred to may not be an employee of the medical group. Most of our specialists are not employed by the medical group, but are independent contractors, who will employ their own independent skill, knowledge, and care in their diagnosis and treatment of your care. These specialists are in a distinct occupation and business apart from the medical group and neither the medical group nor your primary care physician will exercise any control or supervision over the specialist's recommendations for diagnostic testing and treatment.

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Sincerely,

HealthCare Partners Medical Group

v01.03 HCPMbr\_Approval\_All

DEF0051

HealthCare Partners Medical Group

June 6, 2012

Site: GREATER VALLEY MISSION HILLS  
Member Name: JASWINDER SINGH  
Member ID: \*\*\*\*\*2-10  
HealthPlan: Anthem Blue Cross Commercial  
Primary Care Physician: MADHURI DESAI MD

JASWINDER SINGH  
15138 hiawatha st.  
MISSION HILLS, CA 91345

Dear JASWINDER SINGH:

HealthCare Partners Medical Group has approved the following referral:

Referred To: DAVID DAE-YOUNG KIM MD (818-700-2336)

Specialty: HEMATOLOGY/ONCOLOGY

Address: 18300 ROSCOE BLVD  
NORTHBRIDGE, CA 91325

Referring Physician: DANA R HOWARD MD

Service(s) Approved:

Procedure(s)
99203 NEW PT OFFICE VISIT-DETAILED
99213 EST PT OFFICE VISIT - EXPANDED

Authorization Date/Number: 06/06/2012 - 08152022

Referral Expiration Date: 12/03/2012

Please note that this authorization is for approved services only. Further care or additional services must be authorized prior to care being rendered. Payment will not be made for unauthorized care or service. All lab and x-rays must be ordered / performed at contracted locations in our primary network. **Please contact the specialist, facility or company at the phone number listed above to schedule an appointment or arrange for service.**

The specialist you are being referred to may not be an employee of the medical group. Most of our specialists are not employed by the medical group, but are independent contractors, who will employ their own independent skill, knowledge, and care in their diagnosis and treatment of your care. These specialists are in a distinct occupation and business apart from the medical group and neither the medical group nor your primary care physician will exercise any control or supervision over the specialist's recommendations for diagnostic testing and treatment.

A co-payment may apply for the service(s) you are to receive. Please verify your financial responsibility with your health plan. Services received, even if authorized, that exceed benefit limitations will be your financial responsibility. You must be eligible with this Medical Group at the time of service for any payment to be made. If you receive a bill which you believe is in error, please contact the provider of service first. You may also contact our Patient Support Center at 1-800-403-4160 for questions about this referral or possible billing errors.

Sincerely,

HealthCare Partners Medical Group

v01.03 HCPMbr\_Approval\_All

DEF0052

## **EXHIBIT “F”**



Van Nuys #48  
600 Sepulveda Blvd.  
Van Nuys, CA 91411  
(818) 989-5532

OK Member 804031750001  
\*\*\*\*\*Bottom of Basket\*\*\*\*\*  
\*\*\*\*\*BOB Count 0 \*\*\*\*\*  
8000001 GRAY TOWEL 7.99 A  
SUBTOTAL 7.99  
TAX 0.76  
\*\*\*\* TOTAL 8.75

XXXXXXXXXXXX2444 CHIP Read  
AID: A000000980840 VERIFIED BY PIN  
Seq# 12187 App#: 591114  
EFT/Debit Resp: APPROVED  
Tran ID#: 903900012187....  
Merchant ID: 990048

APPROVED - Purchase  
AMOUNT: \$8.75  
02/08/2019 10:38 48 12 6 136

EFT/Debit 8.75  
CHANGE 0.00

A 9.5% Tax 0.76  
TOTAL TAX 0.76  
TOTAL NUMBER OF ITEMS SOLD = 1  
02/08/2019 10:38 48 12 6 136  
OP#: 136 Name: Dago B.

Thank You!  
Please Come Again  
Wish 48 Term 2 Term 6 OP: 36

DEF0053

Member/Item Activity Inquiry; Member Number:  
111741340180

January 28, 2019



Shopping Date Range: January 1, 2004 - December 31, 2004

CARD#	WHS	DATE	ITEM	ITEM	DEPT	REG#	TIME	TRAN#	QTY	AMOUNT	TAXABLE	REFUND	REFUND
				DESCRIPTION									RECEIPT
111741340180	48	2004-01-09	800877	PREMIUM UNLEADED GASOLINE,	53	9	1417	41969	13	22.31			
111741340180	48	2004-01-22	800877	PREMIUM UNLEADED GASOLINE,	53	5	1126	8415	15	26.40			
111741340180	48	2004-01-28	800877	PREMIUM UNLEADED GASOLINE,	53	10	1213	40181	15	26.73			
111741340180	48	2004-02-12	800877	PREMIUM UNLEADED GASOLINE,	53	4	1650	23649	15	30.29			
111741340180	48	2004-02-22	800599	REGULAR UNLEADED GASOLINE,	53	4	1923	78933	11	21.90			
111741340180	48	2004-02-24	800877	PREMIUM UNLEADED GASOLINE,	53	3	1259	87887	15	33.65			
111741340180	48	2004-03-07	800877	PREMIUM UNLEADED GASOLINE,	53	8	1736	59665	13	29.65			
111741340180	48	2004-03-07	18433	COMET CLEANSER 6 PK 25 OZ, P160	14	13	1725	413	1	4.85		Y	
111741340180	48	2004-03-07	805309	POLIDENT 5 MIN. CLEANING, TABLETS 2/84CT, L/4	20	13	1725	413	1	5.99		Y	
111741340180	48	2004-04-15	800877	PREMIUM UNLEADED GASOLINE,	53	10	1232	71467	15	35.11			
111741340180	48	2004-05-11	80194	TIDE POWDER 120USE, P96T24H4	14	22	1303	54	1	17.99		Y	
111741340180	48	2004-05-11	106605	THERMASILK SH/ CO 2/25.4OZ, P=216	20	22	1303	54	1	7.99		Y	
111741340180	48	2004-05-11	783218	TIDE, P&G MAILER 4/29-5/16/04	83	22	1303	54	-1	-3.00		N	
111741340180	48	2004-05-11	449832	TYLENOL X-STR CAP 500MG, 325CT, MPK38	93	22	1303	54	1	13.45		Y	
111741340180	48	2004-06-03	330833	PANTENE SHAMPOO 33.9-OZ, SHEER VOL/ SMTH&SLEEK	20	22	1412	142	1	6.99		Y	
111741340180	48	2004-06-03	83303	MANGOS,	65	22	1412	142	1	4.99		N	
111741340180	48	2004-06-09	720	REYNOLD FOIL 2/ 12"X250, SQ FT T180H2 P360	14	20	1326	153	1	10.99		Y	
111741340180	48	2004-07-16	74423	COLGATE TOTAL+WHT 3-7.8OZ,	20	15	1121	34	1	7.89		Y	

DEF0054

# Member/Item Activity Inquiry; Member Number:

111741340180

January 28, 2019



Shopping Date Range: January 1, 2004 - December 31, 2004

CARD#	WHS	DATE	ITEM	ITEM	DEPT	REG#	TIME	TRAN#	QTY	AMOUNT	TAXABLE	REFUND	REFUND
				DESCRIPTION									RECEIPT
111741340180	48	2004-07-16	805309	POLIDENT 5 MIN. CLEANING, TABLETS 2/84CT. L/4	20	15	1121	34	1	5.99	Y		
111741340180	48	2004-08-12	800877	PREMIUM UNLEADED GASOLINE,	53	1	1838	33107	14	29.87			
111741340180	48	2004-08-12	737816	FRITOLAY VEND SIZE 47CT, 51OZ P54	12	19	1834	332	1	8.99	N		
111741340180	48	2004-08-12	73259	CARESS 12CT4OZ BAR SOAP, 25CU P216	20	19	1834	332	1	8.79	Y		
111741340180	48	2004-08-12	807008	CARESS, FY04 PP HO#4 8/9-8/15/04	83	19	1834	332	-1	-4.00	N		
111741340180	48	2004-08-26	800877	PREMIUM UNLEADED GASOLINE,	53	5	1823	7701	15	31.86			
111741340180	48	2004-09-10	813815	AJAX CLNSR W/ BLCH 6/28 OZ, P160	14	22	1218	21	1	4.99	Y		
111741340180	48	2004-09-10	50514	KS SHAMPOO 2/ 40OZ, P=216	20	22	1218	21	1	5.79	Y		
111741340180	48	2004-09-10	699334	MAIDENFORM BODYMATES BRA, 2 PK P=420	31	22	1218	21	1	19.99	Y		
111741340180	48	2004-10-06	45808	PALMOLIVE DISH LIQ 90 OZ, ULTRA CONCENTRATE P216	14	13	1913	137	1	4.99	Y		
111741340180	48	2004-10-06	330833	PANTENE SHAMPOO 33.9- OZ, SHEER VOL/ SMTH&SLEEK	20	13	1913	137	1	6.99	Y		
111741340180	48	2004-10-06	444926	LIZWEAR LADIES L/S VELOUR, ZIPNECK TOP	31	13	1913	137	1	21.99	Y		
111741340180	48	2004-10-06	776278	LIZWEAR LADIES RIBBED, JOHNNY COLLAR SWEATER	31	13	1913	137	1	19.99	Y		
111741340180	48	2004-10-06	444928	LIZWEAR LADIES VELOUR, PULL ON PANT	31	13	1913	137	1	19.99	Y		
111741340180	48	2004-10-06	30869	BANANAS,	65	13	1913	137	1	0.99	N		
111741340180	48	2004-10-06	222	C&H GRANULATED SUGAR 10LB, C40 P240	13	13	1915	138	1	3.69	N		
111741340180	48	2004-10-06	17155	KELSEN DANISH BUTTER, COOKIES 80OZ TIN P112	13	13	1915	138	1	7.99	N		
111741340180	48	2004-10-06	47196	MARUCHN CHK LUNCH 24/2.5Z, P50	13	13	1915	138	1	5.69	N		

DEF0055

Member/Item Activity Inquiry; Member Number:  
111741340180

January 28, 2019



Shopping Date Range: January 1, 2004 - December 31, 2004

CARD#	WHS	DATE	ITEM	ITEM	DEPT	REG#	TIME	TRAN#	QTY	AMOUNT	TAXABLE	REFUND	REFUND
				DESCRIPTION									RECEIPT
111741340180	48	2004-10-06	17387	MIS 8" FLOUR TORT 2/18CT, BBS SL 45 DAYS	13	13	1915	138	1	2.79	N		
111741340180	48	2004-10-06	416728	DOWNY LIQUID 136Z, APRIL FRESH SCENT P160	14	13	1915	138	1	8.99	Y		
111741340180	48	2004-10-06	80194	TIDE POWDER 120USE, P96T24H4	14	13	1915	138	1	17.99	Y		
111741340180	48	2004-10-06	2	KS WHOLE MILK 2/1 GALLON,	17	13	1915	138	1	4.75	N		
111741340180	48	2004-10-06	43452	CKD BREAST NUGGETS 6/5#, TYSON BREADED T9H5	18	13	1915	138	1	11.39	N		
111741340180	48	2004-10-06	39188	CETAPHIL MOISTURE LOTION, 2/20 OZ P144/CUBE 28	20	13	1915	138	1	14.79	Y		
111741340180	48	2004-10-06	15241	DIAL ANTIBAC LIQUID 128OZ, SOAP T11H4 128 OZ	20	13	1915	138	1	6.99	Y		
111741340180	48	2004-10-06	9097	8.5X11 FILL PAPER 1000CT, CR 308870 P144	21	13	1915	138	1	4.99	Y		
111741340180	48	2004-10-06	671595	SUPREMELOFT 2PK JUMBO PIL, INVISTA / 300TC P56	34	13	1915	138	1	9.79	Y		
111741340180	48	2004-10-06	699334	MAIDENFORM BODYMATES BRA, 2 PK P=420	31	701	1929	107	-1	-19.99	Y	Y	Y
111741340180	48	2004-10-10	314437	KS R&S VA. PEANUTS 3.5#, P252 7X6 C6	12	8	1557	239	1	4.69	N		
111741340180	48	2004-10-10	49481	KS FABRIC SOFTNER SHEETS, 2/160 CT P240	14	8	1557	239	1	5.89	Y		
111741340180	48	2004-10-10	43452	CKD BREAST NUGGETS 6/5#, TYSON BREADED T9H5	18	8	1557	239	1	11.39	N		
111741340180	48	2004-10-10	816218	POLO JEANS CO LADIES FULL, ZIP SWEATER	31	8	1557	239	1	29.99	Y		
111741340180	48	2004-10-10	776278	LIZWEAR LADIES RIBBED, JOHNNY COLLAR SWEATER	31	83	1403	23	-1	-19.99	Y	Y	Y
111741340180	48	2004-10-19	800877	PREMIUM UNLEADED GASOLINE,	53	10	1609	88685	13	32.93			
111741340180	48	2004-10-28	837839	JOY, P&G MAILER 10/28-11/14/04	14	20	1254	95	-1	-1.00	N		

DEF0056



Member/Item Activity Inquiry; Member Number:

111741340180

January 28, 2019



Shopping Date Range: January 1, 2004 - December 31, 2004

CARD#	WHS	DATE	ITEM	ITEM	DEPT	REG#	TIME	TRAN#	QTY	AMOUNT	TAXABLE	REFUND	REFUND
				DESCRIPTION									RECEIPT
111741340180	48	2004-10-28	183868	JOY ULTRA DISH SOAP 80OZ, 84902241 T60H4P240	14	20	1254	95	1	4.85	Y		
111741340180	48	2004-10-28	51344	COLGATE TOOTHPASTE 4 PACK, REG.TP 8.2OZ	20	20	1254	95	1	6.69	Y		
111741340180	48	2004-10-28	837806	HEAD & SHOULDERS, PERT, P&G MAILER 10/28-11/14/04	20	20	1254	95	-1	-1.50	N		
111741340180	48	2004-10-28	837807	PANETNE SHAMPOO/ CONDITION, P&G MAILER 10/28-11/14/04	20	20	1254	95	-1	-1.50	N		
111741340180	48	2004-10-28	330833	PANTENE SHAMPOO 33.9 OZ, SHEER VOL/ SMTH&SLEEK	20	20	1254	95	1	6.99	Y		
111741340180	48	2004-10-28	39422	PERT PLUS 13.5OZ W/40OZ, REFILL P=176	20	20	1254	95	1	6.89	Y		
111741340180	48	2004-10-28	805309	POLIDENT 5 MIN. CLEANING, TABLETS 2/84CT. L/4	20	20	1254	95	3	17.97	Y		
111741340180	48	2004-10-28	311844	KS EC ASPIRIN 81MG 400CT., T8H8 MPK36	93	20	1254	95	1	2.75	Y		
111741340180	48	2004-11-08	699334	MAIDENFORM BODYMATES BRA, 2 PK P=420	31	21	1539	228	1	19.99	Y		

DEF0057

## **EXHIBIT “G”**

# Costco Anywhere Visa® Business Card by Citi



RAJWANT KAUR  
RAJWANT KAUR  
Member Since 2009 Account number ending in: 0517  
Billing Period: 01/12/18-02/13/18

www.citicards.com  
Customer Service 1-855-378-6468  
TTY-hearing-impaired services only 1-866-210-0617  
PO Box 790046 ST. LOUIS, MO 63179-0046

## FEBRUARY STATEMENT

Minimum payment due: **\$25.00**  
New balance as of 02/13/18: **\$120.00**  
Payment due date: **03/09/18**

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the variable Penalty APR of 29.99%.  
For information about credit counseling services, call 1-877-337-8187.

## Account Summary

Previous balance	\$0.00
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$120.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
<b>New balance</b>	<b>\$120.00</b>

## Business Credit Limit

Credit Limit	\$15,000
Includes \$3,000.00 cash advance limit	
Available Credit Limit	\$14,880
Includes \$3,000 available for cash advance	

051701

*Paid cash \$120.00 in Costco*

*MEMBERSHIP FEE FOR YEAR 2019*

**YOUR CREDIT CARD  
REWARD CERTIFICATE IS HERE!**

**» Find it on the last page of this statement**

## Costco Cash Rewards Summary

as of 02/13/18

**\$2.40**

**» See page 3 for more information  
about your rewards**



Costco Anywhere Visa®  
Business Card

PO BOX 6704  
Sioux Falls, SD 57104-6704

Your Statement is inside

Pay your bill from virtually anywhere  
with the Citi Mobile® App and Citi® Online

To download:  
Text 'App15' to MyCiti (692484)  
or go to your device's app store.  
Or visit [www.citicards.com](http://www.citicards.com)

Please print Address Changes on the reverse side  
CC

Minimum payment due	\$25.00
New balance	\$120.00
Payment due date	03/09/18

Amount enclosed: \$

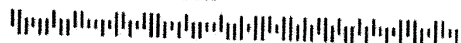
Account number ending in 0517

00019377 1 38501680 DTF 00019377



RAJWANT KAUR  
RAJWANT KAUR  
15138 HIAWATHA ST  
MISSION HILLS CA 91345-2515

Citi Cards  
PO BOX 78019  
Phoenix, AZ 85062-8019



01012381  
MI02



15200 0002500 0012000 0004200 04100400432720517 DEF0058 0913

RAJWANT KAUR  
RAJWANT KAUR

## CARDHOLDER SUMMARY

RAJWANT KAUR

New Charges

Card ending in 0517

\$120.00

JASWINDER SINGH

New Charges

Card ending in 0525

\$0.00

## BUSINESS ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
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RAJWANT KAUR

Standard Purchases

02/01 Costco Membership Renewal 1 800 774 2678

COSTCO \*ANNUAL RENEWAL 800-774-2678 WA

\$120.00

JASWINDER SINGH

No Activity

Fees Charged

TOTAL FEES FOR THIS PERIOD

\$0.00

Interest Charged

TOTAL INTEREST FOR THIS PERIOD

\$0.00

## 2018 totals year-to-date

Total fees charged in 2018

\$0.00

Total interest charged in 2018

\$0.00

## Interest charge calculation

Days in billing cycle: 33

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	16.49% (V)	\$0.00 (D)	\$0.00
ADVANCES			
Standard Adv	23.24% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

## Account messages

Important: To receive a credit card reward certificate you must have earned more than \$1 in rewards through your December 2017 statement closing date and your account must be open at the time your certificate is issued in February.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Remember, any charges above your credit limit MUST BE PAID IN FULL by your statement's payment due date.

## Costco Cash Rewards Summary

Total Costco Cash Rewards Balance:  
\$2.40

## Costco Cash Rewards Summary

Costco Cash Rewards balance  
as of last statement ..... +\$0.00

Earned this period ..... +\$2.40

Total Costco Cash Rewards Balance  
Year To Date: \$2.40Costco Cash Rewards  
Earned This Period4% on eligible gas worldwide, including  
gas at Costco<sup>1</sup> ..... +\$0.00

3% on restaurants ..... +\$0.00

3% on eligible travel worldwide ..... +\$0.00

2% on Costco and  
Costco.com ..... +\$2.401% on all other  
purchases ..... +\$0.00

Total Earned: \$2.40

» Visit citi.com/CostcoBusiness  
for more information<sup>1</sup> Up to \$7,000 per year in purchases, then  
1% cash back

DEF0059

## **EXHIBIT “H”**

a Control number 7366- 28		OMB No. 1545-0008		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.			
b Employer identification number (EIN) 95-6046072				1 Wages, tips, other compensation 30403.00		2 Federal income tax withheld 1706.07	
c Employer's name, address, and ZIP code INTERAMERICAN MOTOR CORPORATION 8901 CANOGA AVE CANOGA PARK CA 91304-1512				3 Social security wages 30403.00		4 Social security tax withheld 1884.99	
				5 Medicare wages and tips 30403.00		6 Medicare tax withheld 440.84	
				7 Social security tips		8 Allocated tips	
				9 Advance EIC payment		10 Dependent care benefits	
d Employee's social security number 616-62-3602				11 Nonqualified plans		12a See instructions for box 12	
e Employee's name, address, and ZIP code JASWINDER SINGH 1 28 9969 SEPULVEDA BLVD APT 204 MISSION HILLS CA 91345				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other CA SDI 328.35		12c	
						12d	
15 State Employer's state ID number CA 16969388		16 State wages, tips, etc. 30403.00		17 State income tax 158.33		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement  
Copy C—For EMPLOYEE'S RECORDS. (See Notice to Employee on back of Copy B.)

2005

Department of the Treasury—Internal Revenue Service

Safe, accurate,  
FAST! Use



DEF0060

a Control number		OMB No. 1545-0008		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.	
b Employer identification number (EIN)		95-4287296		1 Wages, tips, other compensation 34230.47	
c Employer's name, address, and ZIP code		SHERMAN OAKS HOSPITAL 4925 VAN NUYS BLVD. SHERMAN OAKS, CA 91403		2 Federal income tax withheld 2732.94	
d Employee's social security number		610-26-4229		3 Social security wages 34256.47	
e Employee's name, address, and ZIP code		RAJWANT KAUR 9969 SEPULVEDA BL. #204 MISSION HILLS, CA 91345		4 Social security tax withheld 2123.90	
				5 Medicare wages and tips 34256.47	
				6 Medicare tax withheld 496.72	
				7 Social security tips	
				8 Allocated tips	
				9 Advance EIC payment	
				10 Dependent care benefits	
				11 Nonqualified plans	
				12a See instructions for box 12	
				12b	
				12c	
				12d	
15 State Employer's state ID number		CA 910-3095-7		13 Statutory employee Retirement plan Third-party sick pay	
				14 Other MED 26.00 DI 370.00	
16 State wages, tips, etc.		34230.47		17 State income tax 482.52	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

Form **W-2** Wage and Tax Statement  
 Copy C—For EMPLOYEE'S RECORDS. (See Notice to Employee on back of Copy B.)

2005

Department of the Treasury—Internal Revenue Service  
 Safe, accurate, FAST! Use **IRS e-file**  
 Printed on Recycled Paper

DEF0061

## **EXHIBIT “I”**



### FINANCIAL AGREEMENT And ESTIMATED PATIENT FINANCIAL RESPONSIBILITY FORM (Home Infusion)

Date Form Sent to Patient: 5-15-2012 Date Responsibility Verbally Communicated to Patient: 5-15-2012  
 Patient Name: Smith, Jaswinder Patient Number: 09200133957  
 Primary Insurance: HCP Anthem Blue Cross Secondary Insurance: \_\_\_\_\_  
 Tertiary Insurance: \_\_\_\_\_ Therapy: Enteral Feeding/Call Care  
 Patient's Co-Pay/Co-Insurance: \$/\_\_\_\_\_% Lifetime Max: \$ Unlimited  
 Patient's Deductible: \$ 0 Amount Met: \$ \_\_\_\_\_ Coverage then at: \_\_\_\_\_%  
 Patient's Out-of-Pocket Level: \$ 7,000 Amount Met: \$ 100 Coverage then at: \_\_\_\_\_%  
 Maximum Number of Visits per Calendar Year: \_\_\_\_\_

Drug: Vigamox 75ml/hr Fee per Dose: \$ 42.40  
 Drug: Call Care Fee per Dose: \$ 8.10  
 Drug: \_\_\_\_\_ Fee per Dose: \$ \_\_\_\_\_  
 Supplies/Services Fee per Day: \$ 12.00 Nursing Fee per Visit: \$ N/A  
 Equipment Fee per Day: \$ N/A Equipment Fee/Month: \$ N/A  
 Est. Patient Responsibility if Insurance Covers: Drug/Supplies/Services Fee per day \$ 0 Nursing per visit \$ \_\_\_\_\_  
 Est. Patient Resp per Day if Ins Does Not Cover: Drug/Supplies/Services Fee per day \$ 62.40 Nursing per visit \$ \_\_\_\_\_  
 Additional Comments: \_\_\_\_\_

For PICC/Midline placement patients only: You understand the charges for PICC/Midline Central access device placement include two attempts at placement. You agree you may incur additional charges if further attempts are made during the same visit or during the same admission.

**CAREFULLY READ THE FOLLOWING AGREEMENT:** Walgreens (on behalf of its homecare affiliates) makes good-faith efforts to provide reasonable and up-front estimates. The above is only an estimate of your costs and is based upon your insurance plan coverage and available information as it was presented to Walgreens at the time of referral and is subject to change. Verification of benefits does not guarantee payment from your insurance company. You remain responsible at all times for the final and actual charges, less any insurance payments. You will receive products and services and Walgreens will provide those with the understanding that in the event your insurance coverage is not effective, is different than previously stated, or your insurance plan decides not to cover those products and services that you will be billed and held financially responsible for the products and services rendered. If your benefits change or the insurance(s) listed above change, it is your responsibility to notify us. If you do not notify us, or do not notify us of the appropriate authorization from your insurance company or meet the claim filing requirements of your insurance company, you will be financially responsible for the amount due. In addition, payment for items such as deductibles, out of pocket requirements, co-insurance amounts, and products and services not covered by your insurance company will be required at the time products and services are rendered, unless prohibited by the insurance company or law. You may pay by credit card, check or money order. You may also be referred to a collection agency and/or attorney for any amounts due but not paid and you agree to pay reasonable attorneys' fees and costs of collection for any past due balances.

X Rajiv K... 5/25/12  
 Signature of Patient/Authorized Representative Date  
 Print Name of Authorized Representative Relationship to Patient



## Infusion and Respiratory Services

### ADMISSION AGREEMENT

1. **Authorization to Submit Claim to Insurance and Assignment of Benefits.** By signing below, I: (1) authorize Walgreens (on behalf of its homecare affiliates) to submit a claim to my Insurance (which shall mean and include as applicable, Medicare, Medigap, any commercial insurance or my PBM) for the items and services explained to me on my Financial Agreement and Estimated Patient Financial Responsibility Form, and (2) assign my Insurance benefits to Walgreens for those items and services and thus request authorized Insurance payments for those items and services be made to Walgreens.
2. **Acknowledgement of Financial Responsibility.** By signing below, I understand that Walgreens (on behalf of its homecare affiliates) makes good-faith efforts to provide reasonable and up-front estimates. The estimate of my costs is based upon my insurance plan coverage and available information as it was presented to Walgreens at the time of referral and is subject to change. Verification of benefits does not guarantee payment from my insurance company. I remain responsible at all times for the final and actual charges, less any insurance payments. I will receive products and services and Walgreens will provide those with the understanding that in the event my insurance coverage is not effective, is different than previously stated, or my insurance plan decides not to cover these products and services that I will be billed and held financially responsible for the products and services rendered. If my benefits or insurance coverage changes, it is my responsibility to notify Walgreens. If I do not notify Walgreens, or do not notify Walgreens in time to secure appropriate authorization from my insurance company or meet the claim filing requirements of my insurance company, I will be financially responsible for the amount due. In addition, payment for items such as deductibles, out of pocket requirements, co-insurance amounts, and products and services not covered by my insurance company will be required at the time products and services are rendered, unless prohibited by the insurance company or law. I may also be referred to a collection agency and/or attorney for any amounts due but not paid and I agree to pay reasonable attorneys' fees and costs of collection for any past due balances.
3. **Authorization for Release of Information.** By signing below, I authorize Walgreens to disclose necessary health information, including any mental health, communicable disease, drug & alcohol abuse, diagnoses, treatment, reaction to treatment, plans of care, care given, medications and any other information necessary for the purposes of providing care, securing payment or healthcare operations to my Insurance in order to determine and process my benefits or as otherwise required in connection with any regulatory or accrediting review.
4. **Consent to Treatment.** By signing below, I authorize the provision of service to me by Walgreens. I consent to receive and have received the prescribed therapy. I have been informed of and understand the risks involved. I understand the products and services prescribed by my physician and that it is necessary I remain in the care of my physician throughout the course of therapy. My consents and acknowledgements contained herein apply to all care, products, therapies, equipment, treatments or services I may receive from Walgreens until such date as I revoke my consent or my date of discharge from Walgreens' care.
5. **Acknowledgment of Receipt of Information.** I certify that I have received and understand the information in the patient care packet. The patient care packet contains the following:
  1. Patient Rights and Responsibilities
  2. Emergency/Disaster Resource Information
  3. Financial Agreement & Estimated Patient Financial Responsibility Form
  4. Home Safety Information
  5. Infection Control Instructions
  6. Medicare DMEPOS Supplier Standards
  7. Notice of Privacy Practices
  8. Patient Education and/or Medication Information Sheets  
I would like to consult with a pharmacist about my medication therapy: ☐ Yes ☐ No (Initials)
  9. Pain Management Information
  10. Advanced Directives Information
  11. Walgreens Contact Information
6. **Acknowledgment of Receipt of Notice (Medicare Part B Beneficiaries Only).** By signing below, I acknowledge that Walgreens has informed me if I select an item that the Centers for Medicare & Medicaid Services (CMS) has identified as *Inexpensive or Routinely Purchased Durable Medical Equipment*, then I may either purchase or rent such item. Further, if I select an item that CMS has identified as a *Capped Rental*, then I understand that Medicare will pay a monthly rental fee up to a period not to exceed 13 continuous months of medical need, after which ownership of the equipment will be transferred to me. Please note that certain Walgreens locations may not carry items that fall under the above categories.

Signature of Patient/Authorized Representative

Date

Patient Name

HICN

Witness (if applicable)

Date

Authorized Representative Only:

Print Name

Address

Relationship

Reason Patient Cannot Sign

OFFICE USE ONLY:

**Walgreens**  
9401 Chivers Avenue  
Sun Valley CA 91352

Case/Record Number: **MW 233957**

Admission Agreement - Revised 09/2011

FILED

APR - 9 2019

*Shirley L. Williams*  
CLERK OF COURT

COPY

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

In the Matter of the ) CASE NO 04D323977  
Joint Petition for ) DEPT. P  
Divorce of: )  
)  
JASWINDER SINGH )  
and )  
RAJWANT KAUR, )  
)  
Petitioners. )

BEFORE THE HONORABLE SANDRA L. POMRENZE

TRANSCRIPT RE: ALL PENDING MOTIONS

FEBRUARY 13, 2019

APPEARANCES:

Petitioner: JASWINDER SINGH  
For the Plaintiff: F. PETER JAMES, ESQ.  
3821 W. Charleston Blvd., #250  
Las Vegas, NV 89102

Petitioner: RAJWANT KAUR (Not present)  
For the Defendant: ANDREW KYNASTON, ESQ.  
3393 Novat St., #200  
Las Vegas, NV 89129

1 LAS VEGAS, NEVADA

WEDNESDAY, FEBRUARY 13, 2019

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

3 (THE PROCEEDINGS BEGAN AT 10:25:34.)

4 THE COURT: All right, we're here on case number D323977.  
5 Singh versus Kaur. Counsel, please state your names and bar  
6 numbers for the record.

7 MS. JAMES: Good morning, Your Honor, Peter James 10091  
8 here with thw Plaintiff, Jaswinder Singh, along with the  
9 Punjabi interpreter.

10 THE COURT: And your name is, sir?

11 MR. QURESHI: Munir Qureshi.

12 MR. KYNASTON: Morning, Your Honor. Andrew Kynaston, my  
13 bar number's 8147. I'm here on behalf of the Defendant,  
14 Rajwant Kaur, who's not present.

15 THE COURT: You know I had an opportunity to review, I  
16 believe, it's Vaile One. There's like Vaile Ten now, or  
17 something, I have no idea how many times that thing has gone  
18 up and down.

19 I'm troubled by it, I'll be frank. As a former  
20 attorney and now a Judge, I read that opinion, the majority  
21 opinion and then I read the dissent. And, I'll be frank, I  
22 thought the dissent addressed the arguments in a more cogent  
23 fashion.

24 I don't mean to criticize our Supreme Court, but I  
25 almost wish in a case like this that it was revisited.

1           At the end of the day, though, there are some - -  
2 there is evidence to be adduced. The first piece of evidence,  
3 obviously goes to the validity of residency. I don't know.  
4 The second one goes to the issue of voluntary participation in  
5 - - if there is no residency the fraud perpetrated on the  
6 state of Nevada.

7           Now there is an interesting side issue. Refresh my  
8 recollection, does California recognize common law marriages?

9           MR. JAMES: I don't believe so Judge.

10          THE COURT: I'm not sure.

11          MR. KYNASTON: I, I don't think (indiscernible)

12          THE COURT: Because if they do, we have at a minimum, a  
13 potential common law interest claim - - or a common law  
14 marriage claim coming out of the state of California. Now  
15 they have attorneys in California, they can deal with those  
16 issues if they choose to, but at the end of the day...

17          MR. JAMES: Because of the Marvin case I don't thing so.

18          THE COURT: Yeah...

19          MR. JAMES: 'Cause we've adopted Marvin.

20          THE COURT: I don't know, I don't know.

21          MR. JAMES: But we have adopted Marvin, I know that.

22          THE COURT: What?

23          MR. JAMES: We have adopted Marvin. That's the community  
24 property by analogy and alimony case.

25          THE COURT: Yeah. We have, but that's - - we have adopted

1 the Marvin case, we haven't adopted common law marriage. The  
2 question, again, that was bouncing in my head was does  
3 California recognize common law marriages.

4 That's not gonna affect how I rule in this case.  
5 However I rule, I'll be frank, I wouldn't mind an appeal by  
6 either side. Not often that I ask for an appeal, but I'd love  
7 to see Vaile revisited in a case like this one.

8 Again, it depends how I rule. Either way, one of  
9 you may choose to appeal raising certain issues, but I have to  
10 make findings about the facts. There appear to be at least  
11 some disputes as to the facts.

12 So, I wanna set an evidentiary hearing and I have to  
13 give you a full day because your client's gonna have to figure  
14 out how, if he's alleging he was a bona fide resident of the  
15 state of Nevada for at least six weeks prior to filing the  
16 Complaint, he has to find a way to prove it.

17 I would also, if he's still around, want to hear  
18 from the resident witness.

19 MR. JAMES: Your Honor, if I may, on this. We have some  
20 procedural hurdles to get over first, never mind the burden  
21 shifting that the Court is suggesting be done here.

22 First of all, they claim fraud. Fraud's barred  
23 after six months. Second of all, they claim it's void. Void  
24 is time-barred after two years. The Nevada Supreme Court has  
25 said unequivocally when a party knows an Order is in existence

1 and waits two years to set it aside, in an abuse of  
2 discretion...

3 THE COURT: But that's the injured party. Counsel, the  
4 injured party is the State of Nevada here. Until the parties  
5 bring this in front of the Court, the Court doesn't know there  
6 might be a fraud. And Rule 60B doesn't allow for a separate  
7 action to set it aside.

8 MR. JAMES: But, in Garner, Judge, DC or - - I have the  
9 case actually here in front of me, it is DC-DSHE versus  
10 Garner, they abrogated the rule against independent actions  
11 and filing a motion. Same thing. And that case has  
12 specifically said that. So the only thing left ...

13 THE COURT: Counsel, I'm, I'm fully aware, but I, I, I,  
14 really I, again, what concerns me here is if there was a fraud  
15 perpetrated, from my perspective, the victim of the fraud is  
16 the State of Nevada. Okay?

17 Forgetting about those two. So if you're gonna  
18 argue that the, the knowledge - - how is Nevada to know of a  
19 fraud until it's made aware of it? Because we get Resident  
20 Witness Affidavits, we get Joint Petitions for Divorce, we  
21 don't look behind them and say oh is that really, really true?  
22 We sign off on them. Okay?

23 That was, in fact, what happened in Vaile. The  
24 Court had no reason to know that the - - neither party was a  
25 bona fide resident of the State of Nevada until it was brought

1 to the State of Nevada's attention by a subsequent motion.

2 Okay?

3 So, in a sense, I'm looking at that from that  
4 perspective. That is really what troubles me about Vaile  
5 because I do think the offended party is the State of Nevada  
6 and its laws. But I wanna see what's going on here because in  
7 light of Vaile, whether I agree with it now, I'm bound to  
8 honor it until it's modified.

9 And, they said that one party could exercise void if  
10 they were under duress. They found no duress in the Vaile  
11 case. The question was here - - was there duress here? But  
12 the larger question, first of all, is determining whether or  
13 not there was even a fraud. That's why I said the burden  
14 starts with your client on that issue.

15 Was he a bona fide resident of the State of Nevada  
16 at the time he filed the Complaint for Divorce? Do I have a  
17 false and perjurious Resident Witness Affidavit? I don't  
18 know. He may have moved. I don't know. All I have are  
19 allegations and motions. I don't know the answer.

20 But, assuming for the sake of discussion, your  
21 client was not a bona fide resident of the State of Nevada at  
22 the time that he instituted this action. Then the burden  
23 shifts because of Vaile to the Defendant to, or co-Petitioner,  
24 to demonstrate to the Court that she acted under duress.

25 That's the analysis. But I do want an evidentiary



1 hearing because I do wanna make a ruling on the Vaile issues  
2 and I do want to invite the Supreme Court to look at it again.  
3 Because, like I said, you know, the issue for me and the Vaile  
4 - - again, 'cause I went back to Vaile and I went like,  
5 there's something else and a colleague pointed it out to me -  
6 wait a minute, who is the fraud perpetrated on? It was not  
7 perpetrated on either of these parties, but it was, it was a  
8 fraud and - - if there was, and it was perpetrated on the  
9 State of Nevada.

10           Each time we get these we don't know whether or not  
11 the person coming in - - one of my colleagues was telling me,  
12 who apparently has everything proven up, told me that it's not  
13 uncommon to see a Plaintiff in a divorce case show up with his  
14 luggage, or her luggage. And you start going wait a minute,  
15 where you going? Going home? And where is that?

16           But the point I'm making is, we've made our, made it  
17 so easy to get a divorce in Nevada. The only thing we require  
18 is six weeks of residency, that people don't wanna wait the  
19 six weeks. And they're very tempted and that's been a  
20 historical problem in Nevada, we all know that.

21           So, I'm gonna give you a date to...

22           MR. KYNASTON: Okay.

23           MR. JAMES: If I may make an argument for the record,  
24 Judge. If...

25           THE COURT: You can make it at the time of the evidentiary

1 hearing.

2 MR. JAMES: This argument, I think, is better served here.  
3 'Cause I think if, if you say that the victim of the fraud is  
4 the State of Nevada, then that further invokes the *impari*  
5 *delecto doctrine* on the other side from bringing this action  
6 seeking relief.

7 THE COURT: Actually, no. That's what I call notice to  
8 the State of Nevada. Again, I want you to save those  
9 arguments because I need to hear from the parties. I need to,  
10 I need to analyze this. First question: was there fraud? Is  
11 this a fraudulent divorce? I don't know that that question's  
12 been answered yet.

13 I know what Mr. Kynaston has told me, but I don't  
14 know if that's actually the facts. Again, no offense.

15 MR. KYNASTON: No.

16 THE COURT: And then if, in fact, either I find or it's  
17 conceded that neither the Plaintiff nor the Defendant was a  
18 bona fide resident of the State of Nevada at the time that  
19 this Joint Petition was filed, then I have to look at whether  
20 or not the co-Petitioner, wife, can assert a defense.

21 So, it's a two part analysis here. And, again,  
22 there - -it, it's a very weird case. For example, Mr.  
23 Kynaston, in his Reply addressed a Deed, if it exists, that  
24 was subsequent to this divorce in which he identified himself  
25 as a married man and not, not married to anybody other than

1 the co-Petitioner, wife.

2 MR. KYNASTON: Both parties have remarried.

3 THE COURT: Well, she went to India. She married the  
4 brother. That got set aside, she came back to the U.S.  
5 That's my understanding. Again, all of this, you know, it, it  
6 sounds complicated, but the analysis is pretty simple. Was  
7 there a fraudulent divorce? Part one. Part two, can the co-  
8 Petitioner, wife lawfully exercise a right to, to void it?

9 There's, by the way, a third issue. If it's  
10 voidable, what's the date of - - that, that was one of the  
11 things that bothered me about that. You know, if it's a  
12 voidable marriage, it's void as of the date of the exercise of  
13 a voiding. If it's a void marriage, it's - - or a void  
14 marriage. Of course, we're talking now a divorce and I don't  
15 know if it's a very similar analysis.

16 MR. JAMES: 'Cause that would make both of them bigamists  
17 if we voided the Decree.

18 THE COURT: Could be. Oh wait a minute, now I'm confused.  
19 After this event in 2004, did your client marry somebody else?

20 MR. JAMES: Yes. So did the other side.

21 THE COURT: Well, that was the brother in India. Is he  
22 still married to that individual?

23 MR. SINGH (through Interpreter): Yes. She married his  
24 brother.

25 THE COURT: Okay.

1 MR. KYNASTON: This is the first time of hearing he's  
2 married again. But, I don't, I don't...

3 THE COURT: Weren't they living together?

4 MR. KYNASTON: ... think it matters. They've, they've,  
5 they've been living together. They, I mean and there's lots -  
6 - and I've got other evidence that I can bring to the  
7 evidentiary hearing. For instance, this morning I just got  
8 copies, for instance, on the residency issue, copies of the  
9 Costco credit card from 2004 and the six weeks just before ...

10 MR. JAMES: Your Honor, I would object at this point...

11 MR. KYNASTON: ... the six weeks prior...

12 MR. JAMES: ... they, they filed a brief yesterday in  
13 violation of the five day rule and in violation...

14 MR. KYNASTON: ... it was a supplement...

15 MR. JAMES: ... of the supplement rule...

16 THE COURT: I haven't looked it because you know what? As  
17 I've told you all before, I do review everything the day  
18 before. If it was filed the day before, I didn't review it  
19 because it didn't show up on Odyssey. So I don't know what  
20 you're talking about. In any event, save it all for the  
21 evidentiary hearing...

22 MR. KYNASTON: (Indiscernible) the evidentiary hearing.

23 THE COURT: ... do you think one day is enough? I would  
24 like to think it should be, but I think I'm giving you a day  
25 and a half. Let's do it Thursday afternoon and a Friday.

1 MR. JAMES: I would tend to agree with that.

2 THE COURT: And I'm gonna, I'm gonna set it 120 days out.  
3 Why? Because I want you all to be able to do as much  
4 discovery, as well as gathering enough documents that there's  
5 sufficient evidence at the time of trial that I can rule.

6 You know, I never mind when I get appealed. But,  
7 it's not often I ask people to appeal me.

8 MR. JAMES: Well, sometimes cases need to be revisited or  
9 clarified, Judge, and that's understandable. Not admitting  
10 anything in this case, of course, but generally speaking.

11 THE CLERK: Okay, counsel, how much time do we need for  
12 discovery?

13 THE COURT: We'll set it out 120 days.

14 THE CLERK: All right.

15 THE COURT: Is that enough?

16 MR. JAMES: Yeah.

17 MR. KYNASTON: I think that's plenty.

18 MR. JAMES: Should be, Judge.

19 THE CLERK: All right.

20 THE COURT: And then we're gonna do a Thursday afternoon  
21 and a Friday.

22 THE CLERK: Our first opportunity's going to be Thursday,  
23 June 13<sup>th</sup> at 1:30 and then Friday, June 14<sup>th</sup> at 9:30.

24 MR. JAMES: So, Madam Clerk, June 13<sup>th</sup> at 9?

25 THE CLERK: No, June 13<sup>th</sup> at 1:30 and then June 14<sup>th</sup> at

1 9:30.

2 MR. JAMES: Very good.

3 THE COURT: I want pre-hearing briefs citing applicable  
4 law and applying the law to the facts of the case. Include  
5 Vaile. Moore may be relevant in this, to this issue as well  
6 considering that it was cited in the Vaile case by June 6<sup>th</sup>.

7 And discovery will close on May 30<sup>th</sup>. Is May 30<sup>th</sup> a  
8 holiday? Let me see, no.

9 MR. KYNASTON: You said that's when discovery closes is  
10 May 30<sup>th</sup>?

11 THE COURT: May 30<sup>th</sup>. I want the parties to disclose their  
12 witnesses and any exhibits they intent to introduce. It  
13 doesn't have to be filed, but it must be in writing to each  
14 other, no later than May 1<sup>st</sup>.

15 MR. JAMES: And obviously, Judge, that would not include  
16 anything obtained from the other side in discovery requests,  
17 which would be due by the 30<sup>th</sup>, but our own...

18 THE COURT: And the argument is if you didn't disclose it,  
19 but you didn't have it at the time, then that would be  
20 justification so long as you seasonally update it by May 30<sup>th</sup>.

21 MR. JAMES: So anything that we have in our possession  
22 from our side for sure, if it's garnered by us has to be by  
23 the 1<sup>st</sup>? Got it.

24 THE COURT: I'm pretty sure I'm asking somebody to prove  
25 something fifteen days - - fifteen years later. However,

1 there are records that can be obtained. I mean, we were well  
2 beyond microfiche by 2004. So there are records that can be  
3 submitted.

4 MR. JAMES: I appreciate that the Court is cognizant of  
5 the fact that it's fifteen years later and records could be  
6 destroyed. I appreciate the awareness of that.

7 THE COURT: I am aware of it and, and, again, I go - -  
8 this is arguably not even a 60B issue. I don't even know if  
9 it is. I, but I wanna look at it from the perspective of what  
10 did happen? And if it is, then you can use a motion as a  
11 separate action.

12 And again, the question is the timing, and the  
13 Supreme Court may say too bad, so sad, she can't void it  
14 'cause she waited fifteen years. I don't know. But I'm going  
15 to give them an opportunity if one of you ends up appealing  
16 instead of settling this, for them to take a look, if either  
17 party wants them to.

18 And I do think it probably is not a push down case.

19 MR. JAMES: Yeah.

20 THE COURT: I think it's, it's really an interpretation of  
21 Natalon (ph). It could be very important considering the  
22 number of people that do, in fact, do what the co-Petitioner's  
23 wife alleges they did. It happens probably on a daily basis  
24 and we don't know. So, all right, Mr. Kynaston will, will  
25 prepare the Order from today.

1 MR. KYNASTON: Okay.  
2 THE COURT: Mr. James, you'll countersign.  
3 MR. JAMES: Yes, Your Honor.  
4 THE COURT: By the way, Mr. Kynaston, will your client  
5 need an interpreter?  
6 MR. KYNASTON: I will have to check because our  
7 communications have just been through...  
8 THE COURT: Please make those...  
9 MR. KYNASTON: ... e-mail and phone, so...  
10 THE COURT: ... arrangements in advance.  
11 MR. JAMES: And we, obviously, there is an interpreter  
12 that can do this.  
13 THE COURT: I understand, but they need two. And there  
14 will be no telephonic appearances by either party.  
15 MR. KYNASTON: Yeah, she'll be, she'll be here for the  
16 evidentiary, so.  
17 MR. JAMES: Well, my client appeared today, so he  
18 understands.  
19 THE COURT: What?  
20 MR. JAMES: My client appeared today, he understands he's  
21 gotta be here, Judge.  
22 THE COURT: Okay, great. Thank you.  
23 MR. JAMES: Thank you, Judge.  
24 (THE PROCEEDING ENDED AT 10:45:23.)  
25 . . .



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\* \* \* \* \*

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



Katherine Rice  
Transcriber

*Steven D. Grierson*

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3 Nevada Bar No. 8147  
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9 service@KainenLawGroup.com  
10 Attorneys for Defendant

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **JASWINDER SINGH,**

14 **Plaintiff,**

15 **vs.**

16 **RAJWANT KAUR,**

17 **Defendant.**

CASE NO: 04D323977  
DEPT NO: P

Date of Hearing: February 13, 2019  
Time of Hearing: 10:00 a.m.

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Las Vegas, Nevada 89129  
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18 **ORDER FROM HEARING HELD FEBRUARY 13, 2019**

19 THIS MATTER having come on for hearing this 13<sup>th</sup> day of February, 2019,  
20 before the Honorable Sandra Pomrenze, Defendant, RAJWANT KAUR, ("Defendant"),  
21 not present but represented by ANDREW L. KYNASTON, ESQ., of the law firm of  
22 KAINEN LAW GROUP, PLLC, and Plaintiff, JASWINDER SINGH ("Plaintiff"),  
23 present and represented by F. PETER JAMES, ESQ., of the LAW OFFICE OF F. PETER  
24 JAMES, ESQ., the Court having reviewed the papers and pleadings on file herein, the  
25 court having heard oral argument of counsel, and good cause appearing, enters the  
26 following Findings and Orders:

27 THE COURT HEREBY FINDS that there is evidence to be deduced, the  
28 first of which goes to the validity of residency. (Video Cite 10:26:48)

...

RECEIVED

MAR 13 2019

FAMILY COURT  
DEPARTMENT P

1 THE COURT FURTHER FINDS that second piece of evidence needed is  
2 regarding the issue of voluntary participation. (Video Cite 10:27:00)

3 THE COURT FURTHER FINDS that if there is no residency then a fraud  
4 has been perpetrated on the State of Nevada. (Video Cite 10:27:11)

5 THE COURT FURTHER FINDS that given that the facts at issue are in  
6 dispute, findings are necessary, therefore the Court will set an evidentiary hearing. (Video  
7 Cite 10:28:45)

8 THE COURT FURTHER FINDS that if the alleged fraud regarding  
9 residency has been committed, the injured party in this case is the State of Nevada. The  
10 State of Nevada does not know that a fraud has been committed until it is brought to the  
11 Court's attention. (Video Cite 10:29:49)

12 THE COURT FURTHER FINDS that in determining whether or not there  
13 has been a fraud, Plaintiff has a burden to prove that he was a bona-fide resident of the  
14 State of Nevada at the time of filing of the Complaint for Divorce. (Video Cite 10:32:00)

15 Therefore, good cause appearing;

16 THE COURT HEREBY ORDERS that an Evidentiary Hearing regarding  
17 voiding the Decree of Divorce is hereby set for June 13, 2019, at 1:30 p.m., and June 14,  
18 2019, at 9:30 a.m. The parties shall be present at the time of the Evidentiary Hearing.  
19 There shall be no telephonic appearances allowed.

20 THE COURT FURTHER ORDERS that Pre-hearing Briefs, citing  
21 applicable law and applying the law to the facts of the case shall be exchanged and filed,  
22 with courtesy copies to chambers no later than June 6, 2019. Briefs may be emailed or  
23 faxed to chambers if less than thirty (30) pages. If more than thirty (30) pages, counsel  
24 shall provide a hard copy of the brief to chambers before the close of business on June  
25 6, 2019. In the event either of the parties does not timely submit their brief, the non-  
26 complying party will be subject to monetary sanctions. Trial Exhibits shall not be  
27 attached to the brief that is filed.

28 ...

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1 THE COURT FURTHER ORDERS that discovery is open and shall remain  
2 open until May 30, 2019, at the close of business. Written discovery shall be served one  
3 month and one week prior to the close of discovery and in a fashion that allows the other  
4 party 30 days to respond. There shall be no written discovery requests, no responses  
5 required and no depositions taken after the discovery closing date.

6 THE COURT FURTHER ORDERS that the parties shall exchange lists of  
7 witnesses and exhibits, as well as copies of their proposed Exhibits, no later than May 1,  
8 2019, by the close of business. Any discovery produced or obtained after this date but  
9 prior to the May 30, 2019, discovery deadline, may be supplemented to the list of  
10 Witnesses and Exhibits. Counsel shall provide the witness and exhibit disclosures for  
11 Trial separately from the discovery disclosures and in a fashion that allows time for any  
12 needed depositions. Any witnesses not identified in advance of the hearing who is  
13 presented at the hearing, will not be permitted to testify at the hearing absent compelling  
14 circumstances. Any exhibits not identified prior to the time set for hearing will not be  
15 admitted absent compelling circumstances. The Trial Exhibits shall not be filed.

16 THE COURT FURTHER ORDERS that counsel shall make arrangements  
17 for the interpreters prior to the Trial.

18 DATED this 13 day of March, 2019.

19  
20  
21   
DISTRICT COURT JUDGE

22 Submitted by:

23 KAINEN LAW GROUP, PLLC

Approved as to form and content:

LAW OFFICE OF F. PETER JAMES

24 By: 

25 ANDREW L. KYNASTON, ESQ.  
26 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
27 Las Vegas, Nevada 89129  
Attorneys for Defendant

By: 

F. PETER JAMES, ESQ.  
Nevada Bar No. 10091  
3821 W. Chareleston Blvd. #250  
Las Vegas, Nevada 89102  
Attorneys for Plaintiff



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9 service@KainenLawGroup.com  
10 Attorneys for Defendant

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 JASWINDER SINGH,

11 Plaintiff,

12 vs.

14 RAJWANT KAUR,

15 Defendant.

CASE NO: 04D323977  
DEPT NO: P

Date of Hearing: February 13, 2019  
Time of Hearing: 10:00 a.m.

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17 **NOTICE OF ENTRY OF ORDER FROM HEARING HELD**  
18 **FEBRUARY 13, 2019**


18 TO: JASWINDER SINGH, Plaintiff; and

19 TO: F. PETER JAMES, ESQ., Attorney for Plaintiff:

20 PLEASE TAKE NOTICE that on the 14<sup>th</sup> day of March, 2019, the  
21 Honorable Sandra Pomrenze entered an Order from Hearing Held February 13, 2019, a  
22 copy of which is attached hereto.

23 DATED this 19<sup>th</sup> day of March, 2019.

25 KAINEN LAW GROUP, PLLC

26 By:   
27 ANDREW L. KYNASTON, ESQ.  
28 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 19<sup>th</sup> day of March, 2019, I caused to be served the *Notice of Entry of Order from Hearing Held February 13, 2019*, to all interested parties as follows:

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

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

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

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

*Counsel for Plaintiff:*

Peter@peterjameslaw.com  
Courtney@peterjameslaw.com  
Colleen@peterjameslaw.com

  
An Employee of  
KAINEN LAW GROUP, PLLC

*Steven D. Grierson*

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1 **ORDR**  
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10 Attorneys for Defendant

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

JASWINDER SINGH,

Plaintiff,

vs.

RAJWANT KAUR,

Defendant.

CASE NO: 04D323977  
DEPT NO: P

Date of Hearing: February 13, 2019  
Time of Hearing: 10:00 a.m.

**ORDER FROM HEARING HELD FEBRUARY 13, 2019**

THIS MATTER having come on for hearing this 13<sup>th</sup> day of February, 2019, before the Honorable Sandra Pomrenze, Defendant, RAJWANT KAUR, ("Defendant"), not present but represented by ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP, PLLC, and Plaintiff, JASWINDER SINGH ("Plaintiff"), present and represented by F. PETER JAMES, ESQ., of the LAW OFFICE OF F. PETER JAMES, ESQ., the Court having reviewed the papers and pleadings on file herein, the court having heard oral argument of counsel, and good cause appearing, enters the following Findings and Orders:

THE COURT HEREBY FINDS that there is evidence to be deduced, the first of which goes to the validity of residency. (Video Cite 10:26:48)

...

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FAMILY COURT  
DEPARTMENT



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1 THE COURT FURTHER FINDS that second piece of evidence needed is  
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13 has been a fraud, Plaintiff has a burden to prove that he was a bona-fide resident of the  
14 State of Nevada at the time of filing of the Complaint for Divorce. (Video Cite 10:32:00)

15 Therefore, good cause appearing;

16 THE COURT HEREBY ORDERS that an Evidentiary Hearing regarding  
17 voiding the Decree of Divorce is hereby set for June 13, 2019, at 1:30 p.m., and June 14,  
18 2019, at 9:30 a.m. The parties shall be present at the time of the Evidentiary Hearing.  
19 There shall be no telephonic appearances allowed.

20 THE COURT FURTHER ORDERS that Pre-hearing Briefs, citing  
21 applicable law and applying the law to the facts of the case shall be exchanged and filed,  
22 with courtesy copies to chambers no later than June 6, 2019. Briefs may be emailed or  
23 faxed to chambers if less than thirty (30) pages. If more than thirty (30) pages, counsel  
24 shall provide a hard copy of the brief to chambers before the close of business on June  
25 6, 2019. In the event either of the parties does not timely submit their brief, the non-  
26 complying party will be subject to monetary sanctions. Trial Exhibits shall not be  
27 attached to the brief that is filed.

28 ...



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5 required and no depositions taken after the discovery closing date.

6 THE COURT FURTHER ORDERS that the parties shall exchange lists of  
7 witnesses and exhibits, as well as copies of their proposed Exhibits, no later than May 1,  
8 2019, by the close of business. Any discovery produced or obtained after this date but  
9 prior to the May 30, 2019, discovery deadline, may be supplemented to the list of  
10 Witnesses and Exhibits. Counsel shall provide the witness and exhibit disclosures for  
11 Trial separately from the discovery disclosures and in a fashion that allows time for any  
12 needed depositions. Any witnesses not identified in advance of the hearing who is  
13 presented at the hearing, will not be permitted to testify at the hearing absent compelling  
14 circumstances. Any exhibits not identified prior to the time set for hearing will not be  
15 admitted absent compelling circumstances. The Trial Exhibits shall not be filed.

16 THE COURT FURTHER ORDERS that counsel shall make arrangements  
17 for the interpreters prior to the Trial.

18 DATED this 13 day of March, 2019.

  
DISTRICT COURT JUDGE

21 Submitted by:

22 KAINEN LAW GROUP, PLLC

23 Approved as to form and content:

24 LAW OFFICE OF F. PETER JAMES

25 By:

26 ANDREW L. KYNASION, ESQ.  
27 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

28 By:

F. PETER JAMES, ESQ.  
Nevada Bar No. 10091  
3821 W. Chareleston Blvd. #250  
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Attorneys for Plaintiff

*Steven D. Grierson*

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8 Facsimile (702)823-4488  
9 Service@kainenlawgroup.com  
10 Attorneys for Defendant

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

13 JASWINDER SINGH,  
14  
15 Plaintiff,

Case No. 04D323977  
Dept No. P

16 v.s.

Date of Hearing: NA  
Time of Hearing: NA

17 RAJWANT KAUR,  
18  
19 Defendant.

20 **STIPULATION AND ORDER TO CONTINUE TRIAL (FIRST REQUEST)**

21 COMES NOW Defendant, RAJWANT KAUR, by and through her attorney  
22 ANDREW L. KYNASTON, ESQ., of the KAINEN LAW GROUP, PLLC, and Plaintiff,  
23 JASWINDER SINGH, by and through his attorney, F. PETER JAMES, ESQ., and of  
24 LAW OFFICES OF F. PETER JAMES, ESQ., and hereby submit their joint stipulation  
25 as follows:

26 WHEREAS the Evidentiary Hearing in this matter is presently scheduled for  
27 one half day, June 13, 2019, at the hour of 1:30 p.m., and one full day, June 14, 2019, at  
28 the hour of 9:30 a.m.

WHEREAS the parties require additional time to complete discovery,  
including taking out-of-state depositions.

...

...

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MAY 28 2019

FAMILY COURT  
DEPARTMENT P

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3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
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Based upon the foregoing, the parties stipulate and agree as follows:

1. That the Evidentiary Hearing presently scheduled for June 13, 2019, and June 14, 2019, should be continued to the Court's first available two-day trial setting after July 15, 2019.

2. That the discovery deadline should be extended to 14 days prior to the new Evidentiary Hearing.


3. The deadline for the filing of any dispositive motions and motions in limine, shall be reset to a date 14 days prior to the new Evidentiary Hearing.

4. The deadline for the exchange and filing of Pre-Trial Memoranda/Briefs shall be reset to a date 14 days prior to the new Evidentiary Hearing.

5. The deadline for the submission to the Court by delivery to chambers of any and all trial exhibits and final witness lists (a set of tabbed and page-numbered original exhibits ready for marking by the Clerk with a courtesy copy for the Court and a courtesy copy for the witness stand) shall be reset to a date a least one judicial day prior to the new Evidentiary Hearing.


DATED: 5/23/2019

KAINEN LAW GROUP, PLLC

By:   
ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 8147  
3303 Novat Street, Ste. 200  
Las Vegas, Nevada 89129  
Attorney for Defendant

DATED: \_\_\_\_\_

LAW OFFICES OF F. PETER JAMES,  
ESQ.

By:   
F. PETER JAMES, ESQ.  
Nevada Bar No. 10091  
3821 West Charleston Blvd., Ste 250  
Las Vegas, Nevada 89102  
Attorney for Plaintiff



**ORDER**

Based upon the foregoing Stipulation of the parties, good cause appearing,

IT IS HEREBY ORDERED that the Evidentiary Hearing in the above-captioned matter presently scheduled for June 13, 2019, at 1:30 p.m., and June 14, 2019 at 9:30 a.m., is hereby rescheduled for the 12 day of September, 2019, at 1:30 p.m. and the 13 day of September, 2019, at 9:30 a.m.

IT IS FURTHER ORDERED that the discovery deadline should be extended to 14 days prior to the new Evidentiary Hearing, and shall be reset to the 29 day of August, 2019.

IT IS FURTHER ORDERED that the deadline for the parties to file dispositive motions and motions in limine, shall be reset to the 29 day of August, 2019.

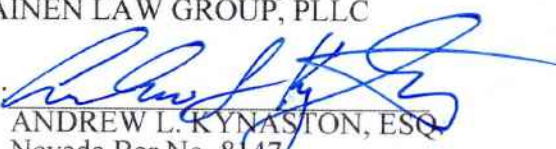
IT IS FURTHER ORDERED that the deadline for the exchange and filing of Pre-Trial Memoranda/Briefs shall be reset to the 5 day of September, 2019.


IT IS FURTHER ORDERED that the deadline for the submission to the Court by delivery to chambers of any and all trial exhibits and final witness lists (a set of tabbed and page-numbered original exhibits ready for marking by the Clerk with a courtesy copy for the Court and a courtesy copy for the witness stand) shall be reset to the 10 day of September, 2019.

DATED this 28 day of MAY, 2019.

  
DISTRICT COURT JUDGE

Respectfully submitted by:  
KAINEN LAW GROUP, PLLC

By:   
ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 8147  
3303 Novat Street, Ste. 200  
Las Vegas, Nevada 89129  
Attorney for Defendant



1 **NTSO**  
2 **ANDREW L. KYNASTON, ESQ.**  
3 Nevada Bar No. 8147  
4 **KAINEN LAW GROUP, PLLC**  
5 3303 Novat Street, Suite 200  
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9 service@kainenlawgroup.com  
10 Attorney for Defendant

11 **EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION**  
12 **COUNTY OF CLARK, STATE OF NEVADA**

13 **JASWINDER SINGH,**

14 Plaintiff,

15 vs.

16 **RAJWANT KAUR,**

17 Defendant.

CASE NO. 04D323977  
DEPT. P

Date of Hearing: N/A  
Time of Hearing: N/A

18 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO CONTINUE**  
19 **TRIAL (FIRST REQUEST)**

20 TO: JASWINDER SINGH, Plaintiff; and

21 TO: F. PETER JAMES, ESQ., Attorney for Plaintiff:

22 PLEASE TAKE NOTICE that on the 30<sup>th</sup> day of May, 2019, the Honorable  
23 Sandra Pomrenze entered a *Stipulation and Order to Continue Trial (First Request)*, a  
24 copy of which is attached hereto.

25 DATED this 30 day of May, 2019.

26 **KAINEN LAW GROUP, PLLC**

27 By: 

28 **ANDREW L. KYNASTON, ESQ.**  
Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

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Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 30 day of May, 2019, I caused to be served the *Notice of Entry of Stipulation and Order to Continue Trial (First Request)* to all interested parties as follows:

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

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

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

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

*Counsel for Plaintiff:*

Peter@peterjameslaw.com  
Courtney@peterjameslaw.com  
Colleen@peterjameslaw.com



An Employee of  
KAINEN LAW GROUP, PLLC



*Steven D. Grierson*

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2 ANDREW L. KYNASTON, ESQ.  
3 Nevada Bar No. 8147  
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6 Las Vegas, Nevada 89129  
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8 Facsimile (702)823-4488  
9 Service@kainenlawgroup.com  
10 Attorneys for Defendant

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

14 JASWINDER SINGH,  
15  
16 Plaintiff,

Case No. 04D323977  
Dept No. P

17 v.s.

Date of Hearing: NA  
Time of Hearing: NA

18 RAJWANT KAUR,  
19  
20 Defendant.

21 **STIPULATION AND ORDER TO CONTINUE TRIAL (FIRST REQUEST)**

22 COMES NOW Defendant, RAJWANT KAUR, by and through her attorney  
23 ANDREW L. KYNASTON, ESQ., of the KAINEN LAW GROUP, PLLC, and Plaintiff,  
24 JASWINDER SINGH, by and through his attorney, F. PETER JAMES, ESQ., and of  
25 LAW OFFICES OF F. PETER JAMES, ESQ., and hereby submit their joint stipulation  
26 as follows:

27 WHEREAS the Evidentiary Hearing in this matter is presently scheduled for  
28 one half day, June 13, 2019, at the hour of 1:30 p.m., and one full day, June 14, 2019, at  
the hour of 9:30 a.m.

WHEREAS the parties require additional time to complete discovery,  
including taking out-of-state depositions.

...

...

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MAY 30 2019

FAMILY COURT  
DEPARTMENT P

Based upon the foregoing, the parties stipulate and agree as follows:

1. That the Evidentiary Hearing presently scheduled for June 13, 2019, and June 14, 2019, should be continued to the Court's first available two-day trial setting after July 15, 2019.

2. That the discovery deadline should be extended to 14 days prior to the new Evidentiary Hearing.

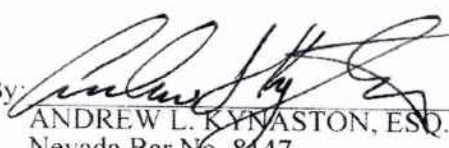
3. The deadline for the filing of any dispositive motions and motions in limine, shall be reset to a date 14 days prior to the new Evidentiary Hearing.

4. The deadline for the exchange and filing of Pre-Trial Memoranda/Briefs shall be reset to a date 14 days prior to the new Evidentiary Hearing.

5. The deadline for the submission to the Court by delivery to chambers of any and all trial exhibits and final witness lists (a set of tabbed and page-numbered original exhibits ready for marking by the Clerk with a courtesy copy for the Court and a courtesy copy for the witness stand) shall be reset to a date a least one judicial day prior to the new Evidentiary Hearing.


DATED: 5/23/2019

KAINEN LAW GROUP, PLLC

By:   
ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 8147  
3303 Novat Street, Ste. 200  
Las Vegas, Nevada 89129  
Attorney for Defendant

DATED: \_\_\_\_\_

LAW OFFICES OF F. PETER JAMES,  
ESQ.

By:   
F. PETER JAMES, ESQ.  
Nevada Bar No. 10091  
3821 West Charleston Blvd., Ste 250  
Las Vegas, Nevada 89102  
Attorney for Plaintiff



**ORDER**

Based upon the foregoing Stipulation of the parties, good cause appearing,

IT IS HEREBY ORDERED that the Evidentiary Hearing in the above-captioned matter presently scheduled for June 13, 2019, at 1:30 p.m., and June 14, 2019, at 9:30 a.m., is hereby rescheduled for the 12 day of September, 2019, at 1:30 p.m. and the 13 day of September, 2019, at 9:30 a.m.

IT IS FURTHER ORDERED that the discovery deadline should be extended to 14 days prior to the new Evidentiary Hearing, and shall be reset to the 29 day of August, 2019.

IT IS FURTHER ORDERED that the deadline for the parties to file dispositive motions and motions in limine, shall be reset to the 29 day of August, 2019.

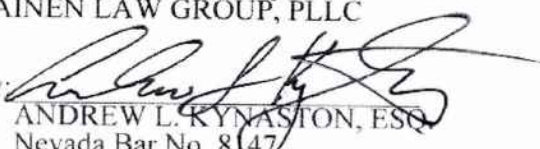
IT IS FURTHER ORDERED that the deadline for the exchange and filing of Pre-Trial Memoranda/Briefs shall be reset to the 5 day of September, 2019.

IT IS FURTHER ORDERED that the deadline for the submission to the Court by delivery to chambers of any and all trial exhibits and final witness lists (a set of tabbed and page-numbered original exhibits ready for marking by the Clerk with a courtesy copy for the Court and a courtesy copy for the witness stand) shall be reset to the 10 day of September, 2019.

DATED this 28 day of MAY, 2019.

  
DISTRICT COURT JUDGE

Respectfully submitted by:  
KAINEN LAW GROUP, PLLC

By:   
ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 8147  
3303 Novat Street, Ste. 200  
Las Vegas, Nevada 89129  
Attorney for Defendant