

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

**INDICATE FULL CAPTION:**

AARON ROMANO,

Appellant,

vs.

TRACY ROMANO,

Respondent.

No. 81259

Electronically Filed  
Jun 26 2020 01:57 p.m.

Elizabeth A. Brown  
Clerk of the Supreme Court

**DOCKETING STATEMENT  
CIVIL APPEALS**

**GENERAL INFORMATION**

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

**WARNING**

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Judicial District Department C  
County Clark Judge Burton  
District Ct. Case No. D-16-543114-D

**2. Attorney filing this docketing statement:**

Attorney Dawn R. Throne, Esq. Telephone 702-800-3580

Firm Throne & Hauser

Address 1070 W. Horizon Ridge Pkwy, Ste. 100  
Henderson, NV 89012

Client(s) Aaron Romano

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Andrew Kynaston, Esq. Telephone 702-823-4900

Firm Kainen Law Group, PLLC

Address 3303 Novat Street, Ste. 200  
Las Vegas, NV 89129

Client(s) Tracy Romano

Attorney Edward Kainen Telephone 702-823-4900

Firm Kainen Law Group, PLLC

Address 3303 Novat Street, Ste. 200  
Las Vegas, NV 89129

Client(s) Tracy Romano

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:   |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction   |
| <input type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim   |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute   |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify): _____   |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:  |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification                     |
| <input type="checkbox"/> Review of agency determination     | <input checked="" type="checkbox"/> Other disposition (specify): <u>Post-decree custody</u> |

**5. Does this appeal raise issues concerning any of the following?**

- ☒ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Aaron Romano v. Tracy Romano, D-16-543114-D

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Not Applicable

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This was an action for divorce, an Order Resolving Parent/Child Issues was entered on March 8, 2019. A Stipulated Decree of Divorce was entered on June 12, 2019.

On February 28, 2020, Plaintiff, Aaron Romano filed a "Motion to Confirm De Facto Primary Physical Custody Arrangement of Children, To Modify Child Support and for Attorney's Fees and Costs." Defendant filed her "Defendant's Opposition to Plaintiff's Motion to Confirm De Facto Primary Physical Custody Arrangement of Children, To Modify Child Support and for Attorney's Fees and Costs and Defendant's Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs" on March 20, 2020. "Plaintiff's Reply to Defendant's Opposition and Opposition to Defendant's Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs" was filed on April 10, 2020. A hearing was held on April 21, 2020 and Plaintiff's Motion to Confirm De Facto Primary Physical Custody Arrangement of Children was denied. The Order from that hearing was entered on May 17, 2020.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

a. Whether the district court erred by failing to comply with the mandate found in *Rivero v. Rivero*, that the district court determine the actual type of custody the parties have by looking back at the actual timeshare over the prior year.

b. Whether the district court erred by finding that there had to be a change of circumstance in order for it to follow the mandate found in *Rivero v. Rivero*.

c. Whether the district court erred by finding that Plaintiff must show a change of circumstances to have his child support reviewed when the new regulations found in NAC 425 became effective on February 1, 2020. NAC 425.170 is in conflict with the holding in *Burton v. Burton*, 99 Nev. 698, 669 P.2d 703 (1983).

d. \* see attached continuation page.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Not Applicable

**AARON ROMANO V. TRACY ROMANO**  
**DOCKETING STATEMENT**  
**CIVIL APPEALS**  
Continuation

**9. Issues on appeal.**

d. Whether the district court erred in determining that there had not been a 20% or more change in Defendant's gross monthly income when she went from having zero income to a gross monthly income of over \$6,000 as a result of interest income and alimony.

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**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: Can the Administration of the Division of Welfare and Supportive Services of the Department of Health and Human Services adopt a regulation (NAC 425.170(3)) that conflicts with the holding of the Nevada Supreme Court that a change in the law is a change in circumstances. See *Burton v. Burton*, 99 Nev. 698, 669 P.2d 703 (1983).

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

NRAP 17(b)(10) Cases involving family law matters other than termination of parental rights or NRS Chapter 432B proceedings are presumptively assigned to the Court of Appeals.

Due to the issue stated above in response to item # 12, which is an issue of first impression and a question of state wide public importance, this matter should be retained by the Supreme Court pursuant to NRAP 17(a)(11) and (12).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? \_\_\_\_\_

Was it a bench or jury trial? N/A

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** 05/17/2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**17. Date written notice of entry of judgment or order was served** 05/21/2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail



**19. Date notice of appeal filed** 05/21/2020

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP (4)(a)(1)

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☒ Other (specify) NRAP 3A(b)(7) and NRAP 3A(b)(8)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

An order entered in a proceeding that did not arise in a juvenile court that finally establishes or alters the custody of minor children.

A special order entered after final judgment.

**22. List all parties involved in the action or consolidated actions in the district court:**  
(a) Parties:

Aaron Romano, Plaintiff  
Tracy Romano, Defendant

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Not Applicable

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

- a. Child custody- March 8, 2019 and May 17, 2020.
- b. Divorce - June 12, 2019
- c. Child support - June 12, 2019 and May 15, 2020.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

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**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

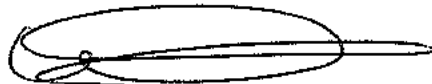
## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Aaron Romano  
Name of appellant

6/26/2020  
Date

Dawn R. Throne, Esq.  
Name of counsel of record

  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

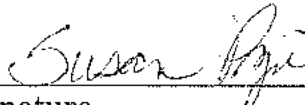
I certify that on the 26<sup>th</sup> day of June, 2020, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Andrew Kynaston, Esq.  
Edward L. Kainen, Esq.  
Kainen Law Group  
3303 Novat Street, Ste. 200  
Las Vegas, NV 89129

M. Nelson Segel, Esq.  
6440 Skypoint Dr, Ste. 140-238  
Las Vegas, NV 89131  
Settlement Judge

Dated this 26<sup>th</sup> day of June, 2020

  
Signature

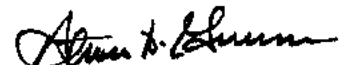


1 **COMP**

2 GREGORY G. GORDON, LTD.  
3 GREGORY G. GORDON, ESQ.  
4 Nevada Bar No. 5334  
5 871 Coronado Center Drive, Suite 200  
6 Henderson, Nevada 89052  
7 Telephone (702) 363-1072  
8 Facsimile (702) 363-1084  
9 Attorney for Plaintiff

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11/29/2016 08:22:19 AM

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

  
CLERK OF THE COURT

9 AARON ROMANO,

10 Plaintiff,

11 vs.

12 TRACY ROMANO,

13 Defendant.

Case No.: D- 16- 543114- D  
Dept. No.: C

14 **COMPLAINT FOR DIVORCE**

15 Plaintiff, AARON ROMANO, by and through his counsel, GREGORY G. GORDON,  
16 ESQ., hereby alleges as follows:

17 1. Plaintiff is, and for a period of more than six weeks immediately preceding the  
18 verification of this Complaint, has been, an actual, bona fide resident of the State of Nevada,  
19 County of Clark, and actually, physically and corporeally domiciled therein during all of said  
20 period of time.

21 2. Plaintiff and Defendant were duly and lawfully married on January 7, 1995, and  
22 ever since that date have been, and now are, husband and wife.  
23  
24  
25  
26  
27  
28

1           3.       There are seven minor children born of this marriage, to wit: Annie Romano born  
2       March 7, 2000, Julian Romano born February 27, 2002, Mirabella Romano born March 23, 2005,  
3       Etienne Romano born April 9, 2009, Celeste Romano born July 16, 2011, Lisette Romano born  
4       July 10, 2014, and Estelle Romano born July 10, 2014; and two adult children, to wit: Devan  
5       Romano born October 21, 1994 and Riley Romano born October 1, 1997. The parties should be  
6       awarded joint legal and joint physical custody of the minor children.

7  
8           4.       Reasonable and appropriate child support orders should be made by the Court,  
9       and/or agreed upon by the parties, in accordance with Nevada law, including appropriate  
10      arrangements for the maintenance of health insurance and payment of unreimbursed medical  
11      expenses for the benefit of the minor child.

12  
13          5.       During the marriage, the parties have acquired community and/or jointly held assets.  
14      The community and jointly held assets should be divided by agreement of the parties, or if no  
15      agreement can be reached by the parties, in accordance with Nevada law.

16  
17          6.       During the marriage, the parties have acquired community and joint obligations.  
18      These community and joint obligations should be divided by agreement of the parties, or if no  
19      agreement can be reached by the parties, in accordance with Nevada law.

20          7.       During the course of said marriage, the parties hereto have become incompatible  
21      to the degree that it is impossible for them to continue to live together in a normal marital  
22      relationship; and that the incompatibility is so great that there is no possibility of reconciliation.

23  
24          8.       Plaintiff has been required to retain the services of an attorney to prosecute this  
25      action. Should the Court determine that Defendant has unnecessarily or unreasonably caused  
26      Plaintiff to incur unnecessary legal expenses with respect to this action, the Court should award  
27      Plaintiff a reasonable sum to compensate him for the legal expenses incurred as a result of  
28

1 Defendant's unreasonable or litigious actions or conduct. Otherwise, both Plaintiff and Defendant  
2 should be ordered to pay their own reasonable attorney's fees and costs incurred herein.

3 WHEREFORE, Plaintiff prays for judgment as follows:  
4

5 1. That the bonds of matrimony now and heretofore existing between Plaintiff and  
6 Defendant be dissolved, set aside and held for naught, and that Plaintiff be granted an absolute  
7 Decree of Divorce from Defendant, and that the parties hereto, and each of them, be restored to  
8 their single status;

9 2. That the parties be awarded joint legal and joint physical custody of the minor  
10 children;

11 3. That child support be established in accordance with Nevada law;

12 4. That properties and debts of the parties be divided by agreement of the parties, or  
13 if no agreement can be reached, in accordance with Nevada law;  
14

15 5. For such other and further relief as to the Court appears just and proper.  
16

17 DATED this 28<sup>th</sup> day of November, 2016.

18 GREGORY G. GORDON, LTD.  
19

20 By: /s/ Gregory G. Gordon, Esq.  
21 GREGORY G. GORDON, ESQ.

22 Nevada Bar #5334  
23 871 Coronado Center Drive, Suite 200  
24 Henderson, Nevada 89052  
25 Attorney for Plaintiff  
26  
27  
28



VERIFICATION

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

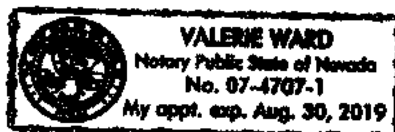
AARON ROMANO, being duly sworn, deposes and says:

That he is the Plaintiff in the above matter; he has read the foregoing Complaint for Divorce, knows the contents therein, and the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters, he believes them to be true.

  
AARON ROMANO

SUBSCRIBED and SWORN to before me  
this 28<sup>th</sup> day of November, 2016.

  
NOTARY PUBLIC





  
CLERK OF THE COURT

1 ANS  
Edward L. Kainen, Esq.  
2 Nevada Bar No. 5029  
Andrew L. Kynaston, Esq.  
3 Nevada Bar No. 8147  
KAINEN LAW GROUP, PLLC  
4 3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
5 Telephone: (702) 823-4900  
Facsimile: (702) 823-4488  
6 service@KainenLawGroup.com  
Attorneys for Plaintiff  
7

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 AARON ROMANO,  
11 Plaintiff,

CASE NO. D-16-543114-D  
DEPT. NO. C

12 vs.

13 TRACY ROMANO,

Date of Hearing: NA  
Time of Hearing: NA

14 Defendant.  
15

16 **ANSWER TO COMPLAINT FOR DIVORCE**  
17 **AND COUNTERCLAIM FOR DIVORCE**

18 COMES NOW, Defendant, TRACY ROMANO, by and through her attorneys, EDWARD  
19 KAINEN, ESQ., and ANDREW L. KYNASTON, ESQ., of the KAINEN LAW GROUP, PLLC, and answers  
20 Plaintiff's Complaint for Divorce on file herein as follows:

21 1. Defendant denies all allegations of Plaintiff's Complaint not specifically  
22 admitted herein.

23 2. Defendant admits the allegations contained in Paragraphs 1, 2, 3, 4, and  
24 7 of Plaintiff's Complaint.

25 3. Defendant denies the allegations, or is without sufficient information to  
26 either admit or deny the allegations and therefor denies the same, in Paragraphs 5, 6, and 8 of  
27 Plaintiff's Complaint.  
28

KAINEN LAW GROUP, PLLC  
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Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

**COUNTERCLAIM FOR DIVORCE**

COMES NOW, Defendant/Counterclaimant, TRACY ROMANO (hereinafter "Defendant"), and states her cause of action against Plaintiff/Counterdefendant, AARON A. ROMANO (hereafter "Plaintiff"), as follows:

I.

That Defendant is a resident of the State of Nevada, and for a period of more than six weeks before commencement of this action has resided and been physically present and domiciled therein, and during all of said period of time, Defendant has had, and still has, the intent to make said State of Nevada, her home, residence and domicile for an indefinite period of time.

II.

That Plaintiff and Defendant were intermarried in Henderson, Nevada on or about the 7th day of January, 1995, and are husband and wife.

III.

That there are seven (7) minor children of the marriage, to-wit: ANNIE ROMANO, born March 7, 2000, now age 16; JULIAN ROMANO, born February 27, 2002, now age 14; MIRABELLA ROMANO, born March 23, 2005, now age 11; ETIENNE ROMANO, born April 9, 2009, now age 7; CELESTE ROMANO, born July 16, 2011, now age 5; and twins ESTELLE ROMANO and LISETTE ROMANO, born July 10, 2014, now age 2. The parties also have two (2) adult children, Devan Romano, age 21, and Riley Romano, age 18. There are no adopted children. Defendant is also pregnant with the parties' tenth child, which is a high risk pregnancy based upon Defendant's age (43), a history of high risk pregnancies, and prior complications.

IV.

That the parties should be granted the joint legal care, custody and control of said minor children.

V.

That Plaintiff and Defendant be awarded joint physical care, custody and control of said minor children, except for the twins and the new baby (when born) who should be in Defendant's primary custody at least until such time as they begin formal schooling, as Mother is not working and

1 able to provide daily care for these young children.

2 VI.

3 That Plaintiff is capable of paying a reasonable amount of child support for said minor  
4 children, pursuant to statute and applicable case law, until such time as each child, respectively, (1)  
5 becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless the child  
6 is still attending secondary education when the child reaches eighteen (18) years of age, in which event  
7 said child support payments shall continue until the child graduates from high school, or attains the age  
8 of nineteen (19) years, whichever event first occurs.

9 VII.

10 That such child support shall be payable through wage assignment with Plaintiff's  
11 employer pursuant to NRS Chapter 31A, should he become over thirty (30) days delinquent in his  
12 monthly child support payments.

13 VIII.

14 That Plaintiff shall continuing to provide major medical insurance coverage for the minor  
15 children herein, and be responsible for the cost thereof, and all medical, dental (including orthodontic),  
16 psychological and optical expenses of said minor children not covered by insurance, until such time as  
17 each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age  
18 of majority, unless the child is still attending secondary education when the child reaches eighteen (18)  
19 years of age, in which event said medical coverage shall continue until the child graduates from high  
20 school, or attains the age of nineteen (19) years, whichever event first occurs.

21 IX.

22 That Plaintiff be required to pay alimony to Defendant in such amount and for such  
23 duration as deemed just and equitable by the Court.

24 X.

25 That there is community property of the parties herein to be adjudicated by the Court,  
26 including any assets held in either party's name or in their Family Trust, the nature and of extent of  
27 which is not be fully known to Defendant at this time, including but is not limited to, the following:

- 28 1. The marital residence located at 293 Saddle Run Street, Henderson, Nevada 89012

(Parcel No. 178-20-413-043), free and clear of any mortgage thereon.

2. The real property and residence located at 766 Lanni Court, Henderson, Nevada 89012 (Parcel No. 178-28-310-058), subject to the Chase Bank mortgage and other encumbrances thereon, and including the cost of the substantial renovations and improvements made thereto.

3. Bank and investment accounts, including but not limited to:

- a) Bank of America MM Savings account ending 3431 (joint names);
- b) Bank of America checking account ending 8595 (joint names);
- c) Bank of America MM Savings account ending 4278 (in Plaintiff's name only);
- d) Bank of America MM Savings account ending 5425 (joint names);
- e) Bank of America checking account ending 5734 (held joint by Plaintiff and the parties' daughter Annie);
- f) Bank of America checking account ending 6170 (in Plaintiff's name);
- g) Bank of America MM Savings account ending 6690 (in name of Defendant's name initially, but Plaintiff's name was added in January 28, 2015);
- h) Bank of America checking account ending 6768 (in name of Plaintiff and the parties' son Riley);
- i) Bank of America checking account ending 7728 (joint names);
- j) Bank of America checking ending 7741 (joint names);
- k) Bank of America Money Market account in Defendant's name, holding approximately \$201,000; and
- b) Bank of America Money Market account in Plaintiff's name, holding approximately \$300,000;

4. The following vehicles and recreational vehicles:

- a) 2011 Range Rover, owned free and clear;
- b) 2015 Chevrolet Suburban, subject to automobile loan thereon through Wells Fargo Bank;

- c) 2011 LR4 Range Rover, subject to automobile loan thereon through Bank of America;
  - d) A boat (stored at Lake Mead); and
  - e) Two Wave Runners;
5. The following business interests and any other business interests in which Plaintiff holds an interest, including any and all bank accounts, assets and liabilities held thereby:
- a) North American Deed Company, Inc.;
  - b) Udeed, LLC;
  - c) TitleRight, LLC;
  - d) Catalina Consultants Group, LLC;
  - e) National Document Services, Inc.;
  - f) Penguin Investments, LLC;
  - g) Penguin Management, LLC;
  - h) SmartDeeds, LLC;
  - i) DeedPro, LLC; and
  - j) GetTheApp, LLC.
6. Household furniture, furnishings, and appliances purchased during the marriage; and
7. Such other items of personal property acquired during the marriage.

XI.

That there are community debts of the parties herein to be adjudicated by the Court, including but not limited to, the following:

1. The mortgage on the real property and residence located at 766 Lanni Court, Henderson, Nevada 89012;
2. Automobile loan on the 2015 Chevrolet Suburban;
3. Automobile loan on the 2011 LR 4 Range Rover; and
4. Any outstanding credit card debts, including but not limited to the following:
  - a) Bank of America credit card account ending 5030 (MasterCard in Plaintiff's name);

- b) Chase Visa Freedom Card account ending 0392 (later changed to 2809 in April 2016, then to 6973 in July 2016, then to 6299 in September 2016 ) (Visa card in Plaintiff's name);
- c) Chase Visa Slate Card account ending 5269 (in name of Plaintiff);
- d) RC Willey credit card account ending 0638 (in name of Plaintiff);
- e) Restoration Hardware credit card account ending 0593 (in name of Plaintiff); and
- f) USAA credit card in Defendant's name.

XII.

That Plaintiff may have engaged in an individual act or course of actions which, individually or together, have constituted marital waste, and therefore Defendant should be compensated for the loss and enjoyment of said wasted community asset(s).

XIII.

That Plaintiff be required to maintain all existing life insurance policies naming Defendant as the beneficiary during the pendency of this action.

XIV.

That Defendant requests this Court to jointly restrain the parties herein in accordance with the terms of the Joint Preliminary Injunction already issued herein.

XV.

That Defendant has been required to retain the services of KAINEN LAW GROUP, PLLC, to prosecute this action, and is therefore entitled to reasonable attorney's fees and costs of suit.

XVI.

That Defendant shall retain her current name of Tracy Romano.

XVII.

That the parties hereto are incompatible in marriage.

WHEREFORE, Defendant prays judgment as follows:

1. That the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be dissolved; that Defendant be granted an absolute Decree of Divorce; and that each of the parties hereto be restored to the status of a single, unmarried person;



2. That the parties be awarded joint legal care, custody and control of the minor children herein;

3. That the parties be awarded joint physical care, custody, and control of the minor children, except for the two-year old twins and the yet to be born new baby which should be in Defendant's primary care and custody until the start formal schooling;

4. That the Court order Plaintiff to pay to Defendant child support pursuant to statute and applicable case law for said minor children, until such time as each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless the child is still attending secondary education when the child reaches eighteen (18) years of age, in which event said child support payments shall continue until the child, graduates from high school, or attains the age of nineteen (19) years, whichever event first occurs;

5. For the Court to order that Plaintiff shall continue to maintain major medical insurance coverage for the minor children herein until such time as each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless the child is still attending secondary education when the child reaches eighteen (18) years of age, in which event said medical coverage shall continue until the child graduates from high school, or attains the age of nineteen (19) years, whichever event first occurs;

6. For the Court to order that the Plaintiff shall be responsible for all medical, dental (including orthodontic), psychological or optical expenses of said minor children not covered by insurance, until such time as each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless the child is still attending secondary education when the child reaches eighteen (18) years of age, in which event said medical coverage and payment of the child's noncovered medical expenses shall continue until the child graduates from high school, or attains the age of nineteen (19) years, whichever event first occurs;

7. For the Court to order Plaintiff to pay alimony/spousal support to Defendant in such amount and for such duration as deemed just and equitable by the Court;

8. That this Court make an equitable division of the community assets;

9. That this Court make an equitable division of the community obligations;

10. That this Court confirm that Defendant shall retain her current name of Tracy Romano;

11. That this Court order Plaintiff to maintain all existing life insurance policies naming Defendant as the beneficiary.

12. That this Court issue its Joint Preliminary Injunction enjoining the parties pursuant to the terms stated therein;

13. That the Court award Defendant a reasonable amount to compensate Defendant for the waste of marital assets by Plaintiff.

14. That Plaintiff be ordered to pay a reasonable sum to Defendant's counsel as and for attorney's fees, together with the cost of bringing this action; and

15. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 29th day of December, 2016.

KAINEN LAW GROUP, PLLC

By:

EDWARD L. KAINEN, ESQ.  
Nevada Bar No. 5029  
ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant

VERIFICATION

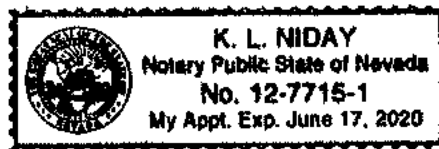
STATE OF NEVADA        )  
                                  ) ss;  
COUNTY OF CLARK        )

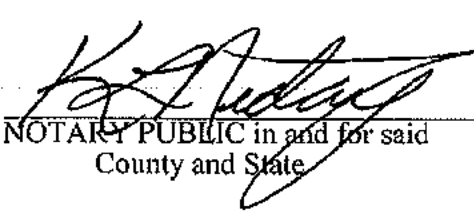
TRACY ROMANO, being first duly sworn, deposes and says:

That I am the Defendant herein; that I have read the foregoing Answer to Complaint for Divorce and Counterclaim for Divorce and the same is true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

  
TRACY ROMANO

SUBSCRIBED AND SWORN to before me  
this 29 day of December, 2016.



  
NOTARY PUBLIC in and for said  
County and State

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29<sup>th</sup> day of December, 2016, I caused to be served the *Defendant's Answer to Complaint for Divorce and Counterclaim for Divorce* 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:*

ggordonltd@gmail.com

  
An Employee of  
KAINEN LAW GROUP, PLLC



*Steven D. Grierson*

**ORDR**

RADFORD J. SMITH, CHARTERED  
RADFORD J. SMITH, ESQ.  
Nevada Bar No. 002791  
MELISSA R. DOUGLAS, ESQ.  
2470 St. Rose Parkway, Suite 206  
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rsmith@radfordsmith.com  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

AARON ROMANO,  
Plaintiff,

v.

TRACY ROMANO,

Defendant.

CASE NO.: D-16-543114-D  
DEPT NO.: C

**FAMILY DIVISION**

**ORDER RESOLVING PARENT/CHILD ISSUES**

COME NOW, Plaintiff, AARON ROMANO (hereinafter "AARON"), by and through his attorney Radford J. Smith, Esq. and Melissa R. Douglas, Esq. of Radford J. Smith, Chartered and Defendant, TRACY ROMANO (hereinafter "TRACY"), by and through her attorney, Andrew L. Kynaston, Esq. of Kainen Law Group, PLLC; the Court having read the pleadings and Plaintiff's Motion to Resolve Parent/Child Issues, and hereby  
**FINDS AND ORDER AS FOLLOWS:**

1       *Resolution of Custody and Support Issues:* The parties (referred to individually as  
2 "parent" or collectively as "parents" below) have seven (7) minor children born the issue of  
3 this marriage: JULIAN ROMANO, born February 27, 2002, now age 17; MIRABELLA  
4 ROMANO, born March 23, 2005, now age 13; ETIENNE ROMANO, born April 9, 2009,  
5 now age 9; CELESTE ROMANO, born July 16, 2011, now age 7; twins ESTELLE  
6 ROMANO and LISETTE ROMANO, born July 10, 2014, now age 4; and EMMELINE  
7 ROMANO, born July 6, 2017, now age 19 months. The parties also have three (3) adult  
8 children, Devan Romano, age 24, Riley Romano, age 21, and Annie Romano, age 18. The  
9 parties have not adopted any children, and TRACY is not pregnant. The following order  
10 resolves all issues regarding the care, custody, control and support of the parties' minor  
11 children and that such provisions set forth below outline a plan that is in the best interest of  
12 the minor children.  
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## 18               **CHILD CUSTODY**

### 19               **1.     *Legal Custody***

20               AARON and TRACY shall have joint legal custody and control of their seven (7)  
21 minor children, to-wit: JULIAN ROMANO, born February 27, 2002, now age 17;  
22 MIRABELLA ROMANO, born March 23, 2005, now age 13; ETIENNE ROMANO, born  
23 April 9, 2009, now age 9; CELESTE ROMANO, born July 16, 2011, now age 7; twins  
24 ESTELLE ROMANO and LISETTE ROMANO, born July 10, 2014, now age 4; and  
25  
26  
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28

1 EMMELINE ROMANO, born July 6, 2017, now age 19 months, with joint legal custody  
2 consisting of the following:  
3

4 1.1 Legal custody addresses the issues and matters including, but not limited to, the  
5 health, education, and religious upbringing and welfare of the children.  
6

7 1.2 Each parent will consult and cooperate with the other in substantial questions  
8 relating to religious upbringing, educational programs, significant changes in social  
9 environment, and health care of the children. All significant medical and dental decisions  
10 (to include psychiatric and/or psychological issues, as well as tattoos, body piercings, and/or  
11 other bodily alterations) and general welfare decisions (to include the acquisition or renewal  
12 of a passport; any proposed change of name; the authorization of contracts on behalf of the  
13 children, etc.) shall be made only through the advance written consent of both parents, or  
14 pursuant to a court order.  
15  
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17

18 1.3 Each parent will have full and complete access to all medical, dental,  
19 psychological/psychiatric, legal, and school records pertaining to their children and be  
20 permitted to independently consult with any and all professionals involved with them.  
21

22 1.4 All schools, health care providers, day care providers, and counselors will be  
23 selected by the parents jointly. With regard to schools, AARON and TRACY agree and  
24 acknowledge that presently the children are attending schools zoned for TRACY's residence,  
25 to wit: Twitchell Elementary, Bob Miller Middle School, and Coronado High School.  
26  
27 Neither party presently anticipates changing the children's schools, but agree that should  
28



1 school zoning changes or the particular needs of one or more of the children necessitate a  
2 change in the schools or the educational approach for one or more of the children, such as  
3 home schooling, attendance at a private, magnet or charter school, that the parties will seek  
4 to work together in making such determination. In the event the parties cannot agree upon  
5 the selection of a school, the child(ren) will be maintained in the present public school  
6 pending mediation and/or further order of the court.  
7

8  
9 1.5 Each parent will be empowered to obtain emergency health care for the children  
10 without the consent of the other parent. Each parent will notify the other parent as soon as  
11 reasonably possible as to any illness requiring medical attention, or any emergency involving  
12 the child(ren), but in no event shall that notice be delayed longer than one (1) hour.  
13

14 1.6 Each parent shall be responsible for keeping himself/herself apprised of  
15 standard scholastic information, to include: weekly school attendance reports; reports  
16 concerning the completion of homework; copies of report cards; school meeting notices;  
17 vacation schedules; class programs; requests for conferences; results of standardized and/or  
18 diagnostic tests; notices of activities involving the child(ren); school work; order forms for  
19 school pictures; all communications from health care providers; and the names, addresses  
20 and telephone numbers of the child's school, health care providers, daycare providers,  
21 churches, and contact persons for any extracurricular activity or program that the children  
22 attends or in which they participate.  
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1        1.7 Each parent will advise the other parent of school, athletic, religious, and social  
2 events in which the children participate, and each agrees to so notify the other parent within  
3 24 hours after first learning of the future occurrence of any such event so as to allow the  
4 other parent to make arrangements to attend the event if he or she chooses to do so. Both  
5 parents may participate in all such activities with the children, including, but not limited to,  
6 such activities as open house, attendance at all school and religious activities and events,  
7 athletic events, school plays, graduation ceremonies, school carnivals, and any other events  
8 involving the children.  
9

10  
11  
12        1.8 Each parent will provide the other parent with the home address and telephone  
13 number at which the minor children reside, and is to notify the other parent no later than  
14 twenty-four (24) hours after any change of home address and/or telephone number, and shall  
15 contemporaneously provide the new address and new telephone number as soon as it is  
16 assigned.  
17

18  
19        1.9 Each parent will provide the other parent with a travel itinerary (by address, if  
20 the travel involves one or more overnights), and telephone numbers at which the children  
21 can be reached whenever the child(ren) will be away from that parent's home for a period of  
22 one (1) night or more, as well as the planned duration of the trip. To the extent that the  
23 children will be away from either parent's home for a period of one (1) night or more without  
24 either parent, each parent shall be provided the name, address, and phone number of the  
25 person that the children are visiting. The parents further warrant and agree that the children  
26  
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28

1 will not be permitted to have sleepovers outside each party's respective home for any child  
2 under the age of eight (8) unless mutually agreed to by the parties.  
3

4 1.10 The parents will encourage liberal communication between the children and the  
5 other parent. Each parent will be entitled to reasonable telephone, text, and/or video  
6 communication with the children; and each parent agrees that he or she will not interfere  
7 with the children's right to privacy during such telephone and/or video conversations.  
8

9 1.11 Neither parent will interfere with the right of the children to transport his/her  
10 clothing and personal belongings freely between the parents' respective homes.  
11

12 1.12 The parents agree to communicate directly with each other in a timely manner  
13 regarding the needs and well-being of their children, and each parent further agrees not to  
14 use the children to communicate with the other parent regarding parental issues. The parents  
15 also agree to shield the children from any discussions or other parental dialogue regarding  
16 the issues, proceedings, pleadings, or other papers intrinsic to their divorce action and the  
17 claims and defenses therein. The parents agree to use self-control and to not verbally or  
18 physically abuse each other in the presence of the minor children.  
19  
20  
21

22 1.13 The parents agree that all forms of communication are acceptable to  
23 communicate with the minor children including, but not limited to email, text, and  
24 phone/verbal. If a parent emails the other parent an email reply is expected within a  
25 reasonable amount of time relative to the conversation.  
26  
27  
28

1           1.14 The parents agree that the children's church membership records, at least for  
2 the five youngest children, shall remain in TRACY's Church of Jesus Christ of Latter-Day  
3 Saints ward, unless otherwise mutually agreed by the parents or the child is permitted to  
4 exercise teenage discretion. In order for the parties' four youngest children to maintain  
5 continuity of church attendance and Primary, they shall attend church with Tracy each  
6 Sunday. However, Aaron shall have the right to take the children to his ward no less than  
7 once a month, not to exceed twice a month. Aaron shall provide notice to Tracy no less than  
8 twenty-four hours in advance of his intent to take the children to church. The parties further  
9 agree that should Aaron attend Tracy's ward with the children, the parties shall maintain a  
10 respectful distance from each other unless upon mutual agreement to sit together.

## 15           2. *Physical Custody*

16           AARON and TRACY shall share joint physical custody of the minor children while  
17 taking into consideration the following matters as they relate to the practical application of  
18 a custodial timeshare and related arrangements:  
19

20           2.1 The parties' large family is uniquely situated because of the wide range of ages  
21 of the children and each child's unique needs and progressing stages of development.  
22 Specifically, because they have seven minor children ranging in age from their 17-year-old  
23 child, down through their young daughter who is presently being nursed by TRACY, and  
24 virtually every other stage of development in between, that a "one-size-fits-all custodial  
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1 schedule" for all of the children would be wholly unworkable for their family's unique  
2 situation.

3  
4 2.2 With the foregoing in mind, both parties shall to use their best efforts to be  
5 flexible and accommodating in the practical application of the custodial timeshare based  
6 upon the individual needs of each child, recognizing that it is in the best interests of the  
7 children and of critical importance that each of the children maintain frequent and regular  
8 contacts and associations with both parents throughout their minorities.  
9  
10

11 2.3 With regard to Julian (age 17), he shall be permitted teenage discretion with  
12 regard to his custodial schedule. The parties agree that Julian, in exercising his teenage  
13 discretion, may elect to spend the majority of his overnights in AARON's residence. Julian  
14 shall be in Tracy's care every Tuesday and Thursday afternoon from 3:00 p.m. to 8:00 p.m.,  
15 unless otherwise mutually agreed by the parties. AARON shall continue to encourage Julian  
16 to have regular and frequent contacts with TRACY in the exercise of his teenage discretion.  
17  
18

19 2.4 With regard to Mirabella (age 13), Mirabella shall spend every day after school  
20 during the school week with TRACY until 4:30 p.m. Mirabella shall then be in AARON's  
21 care consistent with section 2.7 below and shall have overnight custodial time with AARON  
22 each weekday night and every Friday from school dismissal time through Monday morning  
23 at school drop off, unless otherwise mutually agreed by the parties. Mirabella shall be  
24 permitted some level of teenage discretion as to her custodial schedule, but not to the same  
25 level as Julian. AARON shall encourage Mirabella to maintain frequent and regular contacts  
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1 with TRACY, including overnight custodial times. The parties agree that Mirabella would  
2 mutually benefit from joint participation in counseling in an effort to improve and strengthen  
3 her important mother-daughter relationship with Tracy, which has been strained as a result  
4 of the parties' marital problems.  
5

6  
7 2.5 Etienne (age 9), Etienne shall spend every day after school during the school  
8 week with TRACY until 4:30 p.m. Etienne shall then be in AARON's care consistent with  
9 section 2.7 below and shall have overnight custodial time with AARON each weekday night  
10 and every Friday from school dismissal time through Monday morning at school drop off,  
11 unless otherwise mutually agreed by the parties. AARON shall encourage Etienne to  
12 maintain frequent and regular contacts with TRACY, including overnight custodial times.  
13

14  
15 2.6 Celeste (age 7), Celeste shall spend every day after school during the school  
16 week with TRACY until 4:30 p.m. at which time she shall be in AARON's care consistent  
17 with 2.7 below. Celeste shall spend overnights during the school week beginning the night  
18 before school starts at 8:00 p.m. with TRACY and shall have overnight custodial time with  
19 AARON each Friday from school dismissal time through Sunday evening at 8:00 p.m.,  
20 unless otherwise mutually agreed by the parties.  
21

22  
23 2.7 Additionally, AARON shall have contacts during the school week as follows:  
24  
25 (1) AARON shall pick up school aged children from TRACY's residence each school day  
26 before school and take them to school; (2) TRACY will then pick them up after school; and  
27 AARON will have additional time with them after school from 4:30 p.m. until 8:00 p.m.,  
28

1 when he will return them to TRACY's home so she can get them ready for bed.

2       2.8 During summer break and/or track breaks/school days off from school, Celeste  
3 and Etienne shall be in Mother's custody from Sunday evening at 8:00 p.m., through  
4 Wednesday morning at 9:00 a.m., and in Father's custody from Wednesday morning at 9:00  
5 a.m. through Friday morning at 9:00 a.m. The parties shall alternate the weekends from  
6 Friday morning at 9:00 a.m. through Sunday evening at 8:00 p.m. The parties warrant and  
7 agree that during the children's day off from school, should the parent who has custody and  
8 control of the children not be available (due to work or other unavailability), or the children  
9 do not have a scheduled activity outside each parent's home, the children shall be in the care  
10 of the other parent until the custodial parent is available.

11       2.9 With regard to the twins Estelle and Lisette (age 4), they shall spend all  
12 overnights with TRACY until they turn the age of 5. AARON shall have regular custodial  
13 time with the twins each day for up to five (5) hours each day. Once Estelle and Lisette turn  
14 age 5 they will follow the same schedule as Celeste as set forth in Section 2.6 and 2.7.

15       2.10 With regard to Emmeline, due to the fact that the baby is still nursing, that  
16 Emmeline shall be in TRACY's care and custody during overnights until such time as  
17 Emmeline has reached the age of 5, at which time Emmeline is eligible to have sleepovers  
18 at Aaron's home or travel with Aaron away from Tracy. Emmeline shall be permitted to go  
19 to AARON's residence, or whenever the other children go with AARON, for up to five (5)  
20 hours per day while the other children are in AARON's care. AARON and TRACY will

1 work together to allow AARON frequent opportunities to spend time with the Emmeline  
2 during said period. Thereafter, upon reaching age 5, Emmeline will follow the custodial  
3 schedule as set forth in Section 2.6 and 2.7.  
4

5 2.11 The parties further agree and understand that as each child turns the age of 5,  
6 Aaron will have the children every weekend, with no weekends afforded to Tracy. To  
7 remedy this, the parties agree that Tracy shall be permitted at least one day during the  
8 weekend, upon request, not to exceed three days per month. Likewise, Aaron has no weekly  
9 overnight visitation with the children during the school year. To remedy this, the parties  
10 agree Aaron shall be permitted at least one day during the week, not to exceed three days per  
11 month, to spend with the children overnight and return them to school the next morning.  
12 Such requests shall be made at least one (1) week in advance.  
13  
14

15 2.12 Notwithstanding the foregoing time-share arrangement, the parents agree that,  
16 once each child reaches the age of fifteen (15) years, such child shall have "teenage  
17 discretion" with respect to the amount of time the child desires to spend with each parent,  
18 with the understanding that the parents will work together to encourage frequent contact and  
19 communication between each parent and the child. Thus, while the parents acknowledge the  
20 foregoing time-share arrangement, the parents further acknowledge and agree that it is in the  
21 best interest of each of their minor children to allow each child the right to exercise such  
22 "teenage discretion" in determining the amount of time the child desires to spend with each  
23 parent once that child reaches 15 years of age.  
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1        2.13 It is not the parties' intention in agreeing to teenage discretion to give the  
2 children absolute ability to determine their custodial schedule. Rather, the parties intend to  
3 allow the children to feel comfortable in requesting and/or making adjustments to their  
4 weekly schedule, from time to time, to spend additional time with either parent or at either  
5 parent's home. Such adjustments shall not be prompted or initiated by either parent, but  
6 shall originate with the children. Neither parent shall allow the use of teenage discretion as  
7 a means of avoiding spending time with the other parent, but shall encourage the children to  
8 follow the regular schedule to the extent possible.  
9

10  
11        2.14 Transportation of the children for custodial exchanges shall be Aaron's  
12 responsibility. Tracy is not required to take part in custodial exchanges with the exception  
13 of school transportation as outlined herein.  
14

15  
16        2.15 The parties shall abide by a first right of refusal with regard to the care of any  
17 the children, age 10 or younger. Anytime either party is unavailable to personally provide  
18 care for the children for a period of more than four hours, the other parent shall be given the  
19 first right of refusal to provide for the care of children. Such refusal shall not apply to events  
20 for the children eight (8) years and older who are away from home for an activity, party or  
21 other sanctioned event.  
22

### 23        **3. Holidays and Vacations**

24  
25        AARON and TRACY will equally divide all major holidays and other special days  
26 with the children as follows. Unless otherwise specified, all holidays will be defined as  
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28

1 beginning at 9:00 a.m. on the day the holiday is observed and ending at 6:00 p.m. that same  
2 day. In the event one party's right to exercise holiday visitation conflicts with the other  
3 party's right to exercise normal weekday or weekend custodial time, the holiday schedule  
4 will take precedence over the normal custodial schedule, but will not affect the overall  
5 continuity of the normal custodial schedule. For three younger children, whom the parties  
6 have agreed should have all overnights with TRACY until they commence Kindergarten, the  
7 holiday time will not supersede the regular custodial schedule as it relates to the children  
8 spending all overnights with TRACY, unless otherwise mutually agreed by the parties.  
9 Similarly, the discretion permitted to Julian and Mirabella shall remain intact for all holiday  
10 and other special days. In no event will a parent's right to have the child on any of the  
11 holidays or special times provided for herein (e.g. birthdays) abrogate that parent's duty to  
12 insure the child attends school if the special time falls on a school day.  
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18       **3.1 Martin Luther King Day Weekend.** Martin Luther King Day is celebrated  
19 on the third Monday in January. As it is a federal holiday, there is no school on  
20 that Monday, allowing for a long weekend. The weekend will be defined as  
21 commencing at 9:00 a.m. on the Friday before the holiday and ending at 6:00  
22 p.m. on the holiday. Father will have the children for Martin Luther King  
23 Weekend in all odd-numbered years; and Mother will have the children for  
24 Martin Luther King Weekend in all even-numbered years;  
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1       **3.2 President's Day Weekend.** President's Day is celebrated on the third Monday  
2       in February. As it is a federal holiday, there is no school on that Monday,  
3       allowing for a long weekend. The weekend will be defined as beginning at 9:00  
4       a.m. on the Friday before the holiday and ending at 6:00 p.m. on that holiday.  
5       Father will have the children for President's Day Weekend in all even-  
6       numbered years; and Mother will have the children for President's Day  
7       Weekend in all odd-numbered years.

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10  
11       **3.3 Spring Break.** Spring Break will be defined as commencing when the children  
12       are released from school, if attending school, on Friday at the beginning of  
13       Spring Break and ending at 9:00 p.m. on the Saturday of the week of Spring  
14       Break (e.g. the Saturday immediately preceding Easter weekend). Spring Break  
15       will be split into two equal periods, with the first period commencing when the  
16       children are released from school on the Friday at the beginning of Spring Break  
17       and concluding on Wednesday at 9:00 a.m. The second period shall commence  
18       on Wednesday at 9:00 a.m. and conclude Saturday at 9:00 p.m. Father shall  
19       have the children during the first half of Spring Break during odd years, and  
20       during the second half in even years, and Mother will have the children during  
21       the second half of Spring Break during odd years, and during the first half in  
22       even years.  
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1       3.4   **Easter.** Easter is defined as beginning at 9:00 p.m. the Saturday before Easter  
2           and ending the Monday morning after Easter. Father shall have the children for  
3           Easter in all even-numbered years; and Mother will have the children for Easter  
4           in all odd-numbered years.  
5

6       3.5   **Memorial Day Weekend.** Memorial Day is celebrated on the last Monday in  
7           May. As it is a federal holiday, there is no school on that Monday, allowing for  
8           a long weekend. The weekend will be defined as beginning at 3:00 p.m. on the  
9           Friday before the holiday and ending at 6:00 p.m. on the holiday. Father will  
10          have the children for the Memorial Day Weekend in all odd-numbered years;  
11          Mother will have the children for Memorial Day Weekend in all even-numbered  
12          years.  
13

14       3.6   **Father's Day/Mother's Day.** Father will have the children each year on  
15           Father's Day; Mother will have the children each year on Mother's Day.  
16           Father's Day/Mother's Day shall begin at 5:00 p.m. on Saturday and end at 9:00  
17           a.m. on Monday following the special day.  
18

19       3.7   **Independence Day.** Independence Day is observed on the 4<sup>th</sup> of July every  
20           year (or on the Friday proceeding or Monday following the 4<sup>th</sup> of July if said  
21           holiday falls on a weekend. As it is a federal holiday, there is no school on  
22           Independence Day. The holiday will be defined as beginning at 3:00 p.m. on  
23           the day before the holiday is observed and ending at 9:00 a.m. on the day after  
24  
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28

1 the holiday. Father will have the children for Independence Day in all even-  
2 numbered years; Mother will have the children for Independence Day in all  
3 odd-numbered years.  
4

5 **3.8 Labor Day Weekend.** Labor Day is celebrated on the first Monday in  
6 September. As it is a federal holiday, there is no school on that Monday,  
7 allowing for a long weekend. The weekend will be defined as beginning at 3:00  
8 p.m. on the Friday before the holiday and ending at 6:00 p.m. on the holiday.  
9 Father will have the children for the Labor Day Weekend in all even-numbered  
10 years; Mother will have the children for Labor Day Weekend in all odd-  
11 numbered years.  
12  
13  
14

15 **3.9 Halloween.** The parties agree to be flexible to allow the children to spend  
16 Halloween how the children would like to. For example, some of the children  
17 may choose to trick or treat with TRACY in her neighborhood and other  
18 children may choose to trick or treat with AARON in his neighborhood. If the  
19 schedule should become impractical on that given day, the parties shall alternate  
20 the holiday yearly, with Father having the children on Halloween in odd-  
21 numbered years; and Mother having the children on Halloween in even-  
22 numbered years.  
23  
24  
25

26 **3.10 Thanksgiving Weekend.** The Thanksgiving holiday will be defined as  
27 beginning at 3:00 p.m. on the Wednesday immediately preceding Thanksgiving  
28

1 Day and ending at 6:00 p.m. on the Sunday following Thanksgiving Day.  
2 Father will have the children for the Thanksgiving holiday in all odd-numbered  
3 years; and Mother will have the children for the Thanksgiving holiday in all  
4 even-numbered years.  
5

6  
7 3.11 **Winter Break.** Unless either party has planned an out of town vacation as  
8 permitted by and consistent with Section 3.3.14 below (which does not infer  
9 with the Christmas Holiday set forth in Section 3.3.12 below) during the Winter  
10 Break from school, the parties shall follow the normal custodial schedule  
11 established for track breaks and summer break as more specifically set forth in  
12 Section 3.2.5 above.  
13  
14

15 3.12 **Christmas Holiday.** The Christmas holiday will be divided into two periods,  
16 with Period One commencing at 10:00 a.m. on December 24th and continuing  
17 to 3:00 p.m. on December 25th; and Period Two commencing at 3:00 p.m. on  
18 December 25th and continuing until 10:00 a.m. on December 26th. Beginning  
19 in 2020, in all even-numbered years, Father will have the children during Period  
20 One and Mother will have the children during Period Two; and in all odd-  
21 numbered years, and Mother will have the children during Period One and  
22 Father will have the children during Period Two. In the event either party's  
23 right to exercise Christmas holiday visitation conflicts with the other party's  
24 right to exercise Winter Break visitation, the Christmas holiday schedule shall  
25  
26  
27  
28

1 take precedence over the Winter Break schedule, but not affect the overall  
2 continuity of the Winter Break schedule.

3  
4 **3.13 Children's Birthdays.** The parents agree that each parent shall celebrate the  
5 children's birthdays separately during their own custodial time, unless  
6 otherwise mutually agreed.  
7

8 **3.14 Vacations.** Each parent shall be entitled to take the children with him or her up  
9 to four weeks of vacation time each year, not to exceed seven (7) days at a time.  
10 Mother and Father shall cooperate and work with each other for the purpose of  
11 scheduling their respective vacations so as to avoid planning their vacations at  
12 the same time. In order to avoid conflicts over the summer months, Mother and  
13 Father shall coordinate and schedule any summer vacations with the children  
14 on or before May 1st of each year. In this regard, on or before May 1st of each  
15 year, each parent shall provide the other parent with written confirmation of  
16 such parent's summer vacation plans with the children for the upcoming  
17 summer. If both parents provide such written confirmation to the other parent  
18 on or before May 1st of the year in question and should the time periods selected  
19 by the parents conflict with each other, Mother's selection shall take precedence  
20 during all odd-numbered years, and Father's selection shall take precedence  
21 during all even-numbered years. If a parent fails to designate his or her summer  
22 vacation plans in writing to the other parent on or before May 1st of the year in  
23  
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1 questions, and provided the other parent has complied with this provision  
2 requiring written confirmation of such parent's summer vacation plans on or  
3 before June 1st, the selection of the parent who provided timely written  
4 confirmation to the other parent shall take precedence. Neither party shall plan  
5 vacation time which will cause any substantial interference with the children's  
6 schooling.  
7

8  
9 **4. Mutual Behavior Order:** The parties are hereby bound by the following  
10 provisions regarding their behavior and communication, and they understand and  
11 acknowledge that the Court may enter sanctions, including a finding of contempt, against  
12 either party for a violation of any of the provisions set forth below:  
13

14  
15 4.1 The parties shall communicate through text, phone calls, FaceTime, email, or  
16 the sharing of videos through the Marco Polo app. The parties shall not use name-calling  
17 or foul language in any of their communication with each other. Their communication shall  
18 be limited to issues associated with the care, support or sol of the children.  
19

20  
21 4.2 The parties shall not disparage the other party to their children, family  
22 members, friends or co-workers.  
23

24 4.3 The parties shall not engage in any conflicts, arguments, or disputes with the  
25 other parent's significant other. The parties shall refrain, and are prohibited from posting  
26 disparaging comments or allegations about the other party, or the other party's significant  
27  
28



1 other, on social media, internet providers, website, forums or any other public site or  
2 through the employee of any media publication.  
3

4 4.4 Neither party shall engage in harassing behavior at the other party's place of  
5 employment and shall only appear at that place of employment when arranged by the  
6 parties, on work-related business (such as attending court or performing services of their  
7 respective legal occupations), or in the event of an emergency.  
8

9 4.5 Neither party shall provide the children or anyone else with copies of written  
10 communication between the parties (including text messages, emails or written  
11 correspondence), except that they may provide such written communication to their  
12 attorneys for use in this divorce action.  
13  
14

15 4.6 The parties are to maintain respect toward the other party's relatives and  
16 friends when the children are present, and they are to advise all of their friends, relatives  
17 and significant others not to disparage or criticize the other party to, or in front of the  
18 children.  
19

20 4.7 Neither party shall engage in any behavior designed to harass or annoy the  
21 other party, including, but not limited to, unwanted personal contact, stalking, or excessive  
22 phone calls, messages or texts.  
23  
24

25 4.8 Neither party shall threaten or commit acts of violence against the other party  
26 or that party's friends, relatives, co-workers or significant others.  
27  
28

1       4.9   The child custody exchanges, visitation, etc. must be done in a civil, law-  
2   abiding manner and at the time specified by the Court.

3  
4       4.10 Neither party shall interrogate the children as to the activities or events the  
5   children engage in at the other parent's residence, and each party shall respect each child's  
6   privacy and relationship with the other parent. Neither party shall question the children  
7   about the other parent or the activities of the other parent's personal lives. The parties shall  
8   not use the children to gather information about the other parent.

9  
10  
11       4.11 Neither party shall do anything which shall estrange the children from the other  
12   parent or impair the natural development of the children's love and respect for each of the  
13   parents, or disparage the other parent or undermine the parental authority or discipline of  
14   the other's household.

15  
16  
17       4.12 The parties shall not engage in arguments or disputes in front of the children.  
18   The parties shall not engage in conversations about the children, in front of the children, if  
19   such conversations include criticism of the behavior of the other parent.

20  
21       4.13 Neither party shall make promises to the children as a method of discouraging  
22   them from spending time with the other parent, or to harm the children's relationship with  
23   the other parent.

24  
25       4.14 The parties shall communicate and attempt to agree upon common rules in  
26   their respective households about discipline, bedtime routines, sleeping arrangements, and  
27   schedules for the children.  
28

1           4.15 The parties shall not involve the children in discussion of any arrangement that  
2 alters the timeshare set forth in the then existing order.

3  
4           4.16 The parties will notify each other in a timely manner of the need to deviate  
5 from the Court order including canceling visits, rescheduling, and promptness.

6  
7           4.17 The parties will refer to each other as the children's Mother or Father in  
8 conversation, rather than using the parent's first or last name.

9  
10          4.18 The parties will not bring the children into adult issues and adult conversations  
11 about custody, the court, or about the other party. The parties shall not discuss the issues,  
12 proceedings, pleadings, or papers on file with the Court with the children, and shall abide  
13 by the provisions of **EDCR 5.301** that read:

14  
15       All lawyers and litigants possessing knowledge of matters being heard by the family  
16 division are prohibited from:

17       (a) Discussing issues, proceedings, pleadings, or papers on file with the court with  
18 any minor child;

19       (b) Allowing any minor child to review any such proceedings, pleadings, or papers  
20 or the record of the proceedings before the court, whether in the form of transcripts,  
21 audio or video recordings, or otherwise;

22       (c) Leaving such materials in a place where it is likely or foreseeable that any minor  
23 child will access those materials; or

24       (d) Knowingly permitting any other person to do any of the things enumerated in  
25 this rule, without the written consent of the parties or the permission of the court.

1       4.19 Neither party shall ask the children if they would prefer a different visitation  
2 schedule  
3

4       4.20 The parties shall timely communicate important information regarding the  
5 minor children's eating, sleeping or behavioral information;  
6

7       4.21 Neither party shall make any threat of violence or harm to the other party, or  
8 any relative or friend of the other party;  
9

10       4.22 Neither party shall interrogate the children as to the activities or events at the  
11 other party's residence, etc. and shall respect children's privacy relationship with the other  
12 party; and,  
13

14       4.23 Each party shall refrain from any abuse of alcohol, use or ingestion of any  
15 drugs not specifically prescribed them, use or ingestion of any illegal substances of any  
16 type, and/or abuse of drugs that are prescribed to them, if any, within twenty-four (24) hours  
17 prior to, or during, that party's timeshare with the minor children.  
18

19       **5. Miscellaneous Provisions**  
20

21       5.1 The safety and well-being of all of the children is paramount. In this regard,  
22 the parties understand that AARON has a swimming pool at the Lanni Court residence.  
23 AARON shall make every reasonable effort to assure the safety and well-being of all of the  
24 children, and especially the younger children in and around the pool by maintaining  
25 appropriate pool safety protocols consistent with residential building code. AARON also  
26 owns a boat and wave runners and agrees that AARON and the children shall abide by all  
27  
28

1 safety laws, including but not limited to any children under the age of 14 shall wear a life  
2 jacket at all times while on the water.

3  
4 5.2 The parties shall assert every reasonable effort to foster feelings of affection  
5 and civility between themselves and the minor children recognizing that frequent and  
6 continuing association and communication of both parents with a child is in furtherance of  
7 the best interests and welfare of the child.

8  
9 5.3 Pursuant to NRS 125C.0065, should either party intend to move his or her  
10 residence to a place outside the State of Nevada, and take the minor children with him or  
11 her, said party must, as soon as possible, and before the planned move, attempt to obtain the  
12 written consent of the other party to move the minor children from the State. If the other  
13 party refuses to give that consent, the party planning the move shall, before he or she leaves  
14 the State with the minor children, petition the Eighth Judicial District Court of the State of  
15 Nevada, in and for the County of Clark, for permission to move the children. The failure of  
16 the party planning the move to comply with this provision may be considered as a factor if  
17 a change of custody is requested by the other party. This provision does not apply to  
18 vacations planned by either party outside the State of Nevada.

19  
20  
21 The parties are subject to the provision of NRS 125C.0045(6) for violation of the  
22 Court's Order:

23  
24  
25  
26 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
27 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS  
28 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN  
NRS 193.130.

1  
2 NRS 200.359 provides that every person having a limited right to a child or any  
3 parent having no right of custody to the child who willfully detains, conceals or  
4 removes the child from a parent, guardian or other person having lawful custody  
5 or a right of visitation of the child in violation of an order of this court, or removes  
6 the child from the jurisdiction of the court without the consent of either the court  
7 or all persons who have the right to custody or visitation is subject to being  
8 punished for a category D felony as provided in NRS 193.130.

9 Pursuant to NRS 125C.0045(7) & (8), the terms of the Hague Convention of October 25,  
10 1980, adopted by the 14th Session of the Hague Conference on Private International Law  
11 are applicable to the parties:

12 "Section 8. If a parent of the child lives in a foreign  
13 country or has significant commitments in a foreign country:

14 (a) The parties may agree, and the Court shall include in the  
15 Order for custody of the child, that the United States is the country  
16 of habitual residence of the child for the purposes of applying the  
17 terms of the Hague Convention as set forth in Subsection 7.

18 (b) Upon motion of the parties, the Court may order the  
19 parent to post a bond if the Court determines that the parent poses  
20 an imminent risk of wrongfully removing or concealing the child  
21 outside the country of habitual residence. The bond must be in an  
22 amount determined by the Court and may be used only to pay for  
23 the cost of locating the child and returning him to his habitual  
24 residence if the child is wrongfully removed from or concealed  
25 outside the country of habitual residence. The fact that a parent  
26 has significant commitments in a foreign country does not create a  
27 presumption that the parent poses an imminent risk of wrongfully  
28 removing or concealing the child."

25 The State of Nevada is the home state of the minor children herein for purposes of the  
26 Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA).  
27  
28

1           **6. Medical Coverage for Minor Children**

2           AARON shall continue to maintain medical insurance coverage for the minor children  
3  
4 herein, which coverage shall be comparable to the current existing medical insurance, and  
5 shall be responsible for all premiums, deductibles, and non-covered costs for the medical,  
6  
7 dental (including orthodontic), optical, and counseling expenses of said minor children not  
8 covered by insurance, until such time as each child, respectively, (1) become emancipated;  
9  
10 or (2) attains the age of eighteen (18) years, the age of majority, unless the child is attending  
11 secondary education when the child reaches eighteen (18) years of age, in which event said  
12 payment of medical coverage, deductibles, and medical expenses shall continue until the  
13  
14 child graduates from high school or attains the age of nineteen (19) years, whichever event  
15 first occurs.

16           Should TRACY incur an out-of-pocket medical expenses relating to any of the minor  
17  
18 children, she will provide a copy of any paperwork regarding that medical expense within  
19  
20 thirty (30) days of the incursion of the bill to AARON, along with a request for  
21 reimbursement of any out-of-pocket payment actually made by TRACY. Upon receipt of a  
22 request for reimbursement of an out-of-pocket expense incurred by TRACY on behalf of the  
23  
24 minor children, AARON will reimburse TRACY in the amount requested within thirty (30)

25 ...

26 ...

27 ...

28 ...

1 days of receipt of the request. Both parents have the authority to contact the insurance  
2 provider directly in order to determine the status of any individual claim.  
3

4 Good Cause appearing,

5 IT IS SO ORDERED this 8 day of March, 2019.  
6


7  
8   
9 DISTRICT JUDGE A  
10

11 *Respectfully submitted:*

*Approved as to Form and Content:*

12 RADFORD J. SMITH, CHARTERED

KAINEN LAW GROUP

13   
14 RADFORD J. SMITH, ESQ.

  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**AARON ROMANO,**

Plaintiff,

v.

**TRACY ROMANO,**

Defendant.

CASE NO.: D-16-543114-D

DEPT NO.: C

**FAMILY DIVISION**

**STIPULATED DECREE OF DIVORCE**

The above-entitled action, having come to the attention of the Court by way of Summary Disposition for Divorce; Plaintiff, Aaron Romano ("Aaron"), by and through his attorneys Radford J. Smith, Esq. and Kimberly A. Stutzman, Esq. of RADFORD J. SMITH, CHARTERED and, and the Defendant, Tracy Romano ("Tracy") by and through her attorneys Edward L. Kainen, Esq. and Andrew Kynaston, Esq. of KAINEN LAW GROUP, the parties having waived the making, filing and service of Findings of Fact, Conclusions of Law, the giving of any and all notices required by law or rules of the District Court, and

**Non-Trial Dispositions:**  
☐ Other  
☐ Dismissed - Want of Prosecution  
☐ Involuntary (Statutory) Dismissal  
☐ Default Judgment  
☐ Transferred  
☐ Disposed After Trial Start  
**Settled/Withdrawn:**  
☒ Without Judicial Conf/Hrg  
☐ With Judicial Conf/Hrg  
☐ By ADR  
**Trial Dispositions:**  
☐ Judgment Reached by Trial

1 having waived appeal; the Court having reviewed the pleadings on file herein, and the cause  
2 having been submitted for decision and judgment, the Court hereby sets forth its Decree of  
3 Divorce as follows:  
4

5 THE COURT HEREBY FINDS that the Court has complete jurisdiction in the  
6 premises, both as to the subject matter thereof as well as the parties thereto; that the Plaintiff  
7 is now a resident of Clark County Nevada, and has been actually domiciled therein for more  
8 than six weeks immediately preceding the filing of this action; that all of the jurisdictional  
9 allegations contained in the parties' pleadings are true and correct as therein alleged, and  
10 the parties are entitled to a Decree of Divorce on the grounds set forth in the Complaint.  
11  
12

13 THE COURT FURTHER FINDS that the parties were married on January 7, 1995 in  
14 Henderson, Nevada and have ever since been husband and wife.  
15

16 THE COURT FURTHER FINDS that there are seven (7) minor children born the  
17 issue of this marriage, namely JULIAN ROMANO, born February 27, 2002, age 17;  
18 MIRABELLA ROMANO, born March 23, 2005, age 14; ETIENNE ROMANO, born April  
19 9, 2009, age 10; CELESTE ROMANO, born July 16, 2011, age 7; ESTELLE ROMANO,  
20 born July 10, 2014, age 4; LISETTE ROMANO, born July 10, 2014, age 4; and,  
21 EMMELINE ROMANO, born July 6, 2017, age 23 months. The parties also have three (3)  
22 adult children, namely, DEVAN ROMANO, age 24; RILEY ROMANO; age 21, and,  
23 ANNIE ROMANO, age 19.  
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1 THE COURT FURTHER FINDS that the parties have not adopted any children, and  
2 upon information and belief, Tracy is not pregnant.

3  
4 THE COURT FURTHER FINDS that the parties have entered into a stipulated  
5 agreement settling all issues regarding the care, custody and support of the children, over  
6 which this Court has jurisdiction, which is set forth in the Order Resolving Parent/Child  
7 Issues ("Parenting Agreement"), filed March 8, 2019, a true and correct copy is attached as  
8 Exhibit "A" to the parties' Marital Settlement Agreement,. The parties have requested that  
9 their Parenting Agreement be ratified, confirmed and incorporated into this Decree as  
10 though fully set forth herein.  
11  
12

13 THE COURT FURTHER FINDS that the parties have entered into a confidential  
14 Marital Settlement Agreement ("MSA") resolving all issues pertaining to alimony, child  
15 support, the division of the community property, the allocation of the parties' separate  
16 property, the allocation of the community debts, the allocation of the parties' separate debts,  
17 and all other issues relating or incident to their marriage to each other. The parties ask that  
18 the MSA be filed under seal with the Court ("left side filed") and be maintained in the  
19 Court's confidential file.  
20  
21  
22

23 THE COURT FURTHER FINDS that the division of community property and  
24 community debts contained in the MSA is, to the extent practicable, an equal division of  
25 the community property and community debts as further described therein.  
26  
27  
28

1 THE COURT FURTHER FINDS that the parties aver that they have entered into this  
2 agreement voluntarily and without duress.

3 THE COURT FURTHER FINDS that the parties are incompatible in marriage, there  
4 is no chance of reconciliation, and the parties are therefore entitled to an absolute Decree of  
5 Divorce.  
6

7 THE COURT FURTHER FINDS that by their execution of this Stipulated Decree of  
8 Divorce and the aforementioned Parenting Agreement and MSA, each party hereto has  
9 promised and represented to the other party that he or she has made full and fair disclosures  
10 of the property and interests in property owned or believed to be owned by him and/or her  
11 either directly or indirectly. The parties further acknowledge that they are aware that each  
12 has methods of discovery available to him or her in the prosecution of their divorce action  
13 to investigate the community and separate assets of the other. Both acknowledge that they  
14 are entering this settlement without performing any additional discovery, and that they have  
15 instructed their counsel to forego such additional discovery.  
16

17 THE COURT FURTHER FINDS that all of the applicable requirements of NRS  
18 125.181 and NRS 125.182 have been satisfied.  
19

20 NOW, THEREFORE, based on the foregoing findings, the Stipulation of the parties,  
21 and good cause appearing therefore,  
22

23 IT IS HEREBY STIPULATED, ORDERED, ADJUDGED, AND DECREED that  
24 the bonds of matrimony now and heretofore existing between AARON and TRACY are  
25  
26  
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28

1 hereby wholly dissolved and are forever set aside, and an absolute Decree of Divorce is  
2 hereby granted to the parties, and each of the parties are hereby restored to the status of a  
3 single, unmarried person.  
4

5 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED that  
6 the MSA entered into by and between the parties on June 5, 2019, shall be, and the same  
7 hereby is, ratified, confirmed, and approved by this Court. As referenced herein, by way of  
8 the parties' said MSA and Parenting Agreement, the Court finds that the parties have settled  
9 and resolved all issues pertaining to the support for the minor children, division of all  
10 community and joint debts, the confirmation of each of their respective separate property,  
11 and all other issues relating or incident to their marriage to each other.  
12  
13  
14

15 Therefore, pursuant to the express terms of the MSA, IT IS FURTHER  
16 STIPULATED, ORDERED, ADJUDGED, AND DECREED, that, by this reference, the  
17 parties' Marital Settlement Agreement shall be merged and incorporated into and become a  
18 part of the Decree of Divorce to the same extent as if the MSA, in its entirety, were set forth  
19 in this Decree. A copy of the parties MSA has been "left side filed" filed with the Court  
20 under separate cover, and IT IS ORDERED that such MSA shall remain in the Court's file  
21 as sealed, confidential document, and the same shall not be open to public inspection.  
22  
23  
24

25 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED that  
26 each party shall comply with each and every provision set forth in the MSA.  
27  
28

1 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED that  
2 the Joint Preliminary Injunction that was previously entered in this matter is DISSOLVED.

3 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED that  
4 each party acknowledges that they have read this Stipulated Decree of Divorce and the  
5 aforementioned MSA, and they fully understand the contents therein. They also accept the  
6 same as equitable and just, and the parties agree that the resolution encompassed in this  
7 Decree and MSA has been reached through negotiation and in the spirit of compromise, and  
8 that there has been no promise, agreement, or understanding of either of the parties to the  
9 other except as set forth herein, which have been relied upon by either as a matter of  
10 inducement to enter into this agreement, and each party hereto has had the opportunity to  
11 be independently advised by an attorney. The parties further acknowledge that the parties'  
12 resolution is a global resolution of their case and that each provision herein is made in  
13 consideration of all the terms in the Decree and MSA. The parties further acknowledge that  
14 they have entered into this resolution without undue influence or coercion, or  
15 misrepresentation, or for any other cause except as stated herein.

16 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
17 AND DECREED that this Decree and the Marital Settlement Agreement constitute the full  
18 and final resolution of this matter, and that it shall not be amended, absent further Court  
19 Order, unless in writing, and signed by both parties.  
20  
21  
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1 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
2 AND DECREED that Tracy shall RETAIN her name of TRACY ROMANO.

3 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
4  
5 AND DECREED that should either party fail to execute and return the documents necessary  
6 to transfer the assets and debts as listed in this Decree of Divorce or Marital Settlement  
7 Agreement attached hereto within seven (7) calendar days of written request by the party  
8 requesting execution, the Court, pursuant to NRCP 70, hereby authorizes the Clerk of the  
9 Court to execute the documents necessary to transfer the assets and debts upon the party  
10 seeking execution's submission to the Clerk a copy of this Decree of Divorce and attached  
11 Marital Settlement Agreement, a copy of the written notice, and a sworn statement by that  
12 party that the party to whom the notice was sent has not executed the document of transfer  
13 of the subject property within the written notice period. The execution by the Clerk of the  
14 Court under this paragraph shall have the same force and effect as if it was executed by the  
15 party failing to execute the required document.

16 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
17  
18 AND DECREED that each party is required to update his or her address, by filing a change  
19 of address with the court, anytime that their address information changes, to ensure future  
20 receipt of notice in this action.  
21  
22  
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27  
28



1 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
2 AND DECREED that the Agreement as outlined herein is binding and enforceable pursuant  
3 to EDCR 7.50 which states in relevant part –  
4

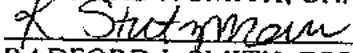
5 No agreement or stipulation between the parties or their attorneys will be  
6 effective unless the same shall, by consent, be entered in the minutes in the  
7 form of an order, or unless the same is in writing subscribed by the party  
8 against whom the same shall be alleged, or by the party's attorney.

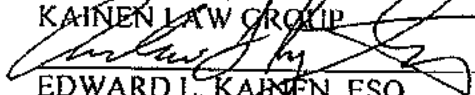
9 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
10 AND DECREED that an absolute DECREE of DIVORCE is GRANTED, pursuant to the  
11 terms and conditions as outlined herein or in the Exhibits attached hereto.  
12

13 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED  
14 AND DECREED that the NON-JURY TRIAL currently scheduled for July 31, 2019 at 1:30  
15 p.m., August 6, 2019 at 1:30 p.m., August 7, 2019 at 1:30 p.m., and August 8, 2019 at 1:30  
16 p.m. shall be VACATED.  
17

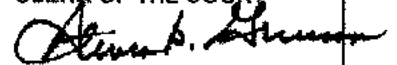
18 DATED this 17<sup>th</sup> day of June 2019.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
  
DISTRICT COURT JUDGE 4

22 Respectfully Submitted:  
23 RADFORD J. SMITH, CHARTERED  
24   
25 RADFORD J. SMITH, ESQ.  
26 Nevada Bar No. 002791  
27 KIMBERLY A. STUTZMAN, ESQ.  
28 Nevada Bar No. 014085  
2470 St. Rose Parkway, Suite 206  
Henderson, Nevada 89074  
Attorneys for Plaintiff

Approved as to form and content:  
KAINEN LAW GROUP  
  
EDWARD L. KAINEN, ESQ.  
Nevada Bar No. 005029  
ANDREW L. KYNASTON, ESQ.  
Nevada Bar No. 008147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Defendant





1 **NEOJ**  
2 **Dawn R. Throne, Esq.**  
3 Nevada Bar No. 006145  
4 **Michelle A. Hauser, Esq.**  
5 Nevada Bar No. 007738  
6 **THRONE & HAUSER**  
7 1070 W. Horizon Ridge Pkwy., Suite 100  
8 Henderson, Nevada 89012  
9 (702) 800-3580  
10 (702) 800-3581 Facsimile  
11 email: dawn@thronehauser.com  
12 Attorney for Plaintiff

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

13 **AARON ROMANO,**  
14  
15 Plaintiff,

16 vs.

17 **TRACY ROMANO,**  
18  
19 Defendant.

Case No. **D-16-543114-D**  
Dept. No. **C**

Date of Hearing: **April 21, 2020**  
Time of Hearing: **10:00 a.m.**

20  
21 **NOTICE OF ENTRY OF ORDER FROM APRIL 21, 2020 HEARING**

22 YOU WILL PLEASE TAKE NOTICE that an "Order from April 21, 2020  
23 **Hearing**" was entered in the above-captioned case on the 17<sup>th</sup> day of May, 2020, by  
24 filing a copy with the Clerk.

25 ...

26 ...

27 ...

28 ...

1 A true and correct copy of said Order is attached hereto and made a part  
2 thereof.

3 **DATED** this 21<sup>st</sup> day of May, 2020.

4  
5 THRONE & HAUSER

6 /s/ Dawn R Throne

7 **Dawn R. Throne, Esq.**

8 Nevada Bar No. 006145

9 **Michelle A. Hauser, Esq.**

10 Nevada Bar No. 007738

11 1070 W. Horizon Ridge Pkwy., Suite 100

12 Henderson, Nevada 89012

13 (702) 800-3580

14 Attorney for Plaintiff

15  
16 **CERTIFICATE OF SERVICE**

17 A COPY OF "Notice of Entry of Order from April 21, 2020 Hearing" in  
18 the above-captioned matter was served this date via electronic service, pursuant to  
19 NEFCR 9 as follows:

20 KAINEN LAW GROUP

21 Andrew Kynaston, Esq.

22 Service@kainenlawgroup.com

23 andrew@kainenlawgroup.com

24 carol@kainenlawgroup.com

25 Attorney for Defendant

26 **DATED** this 21<sup>st</sup> day of May, 2020.

27 /s/ Igor Makarov

28 an employee of THRONE & HAUSER

*Steven D. Grierson*

1 **ORDR**  
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 89129-8714  
7 PH: (702) 823-4900  
8 FX: (702) 823-4488  
9 Service@KainenLawGroup.com  
10 Attorney for Defendant

11 EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION  
12 COUNTY OF CLARK, STATE OF NEVADA

13 AARON ROMANO,

14 Plaintiff,

15 vs.

16 TRACY ROMANO,

17 Defendant.

CASE NO. D-16-543114-D  
DEPT. C

Date of Hearing: 04/21/2020  
Time of Hearing: 10:00 a.m.

18 ORDER FROM HEARING ON APRIL 21<sup>st</sup>, 2020

19 THIS MATTER having come on this 21<sup>st</sup> day of April, 2020, before the  
20 Honorable Rebecca Burton, on Plaintiff's *Motion to Confirm De Facto Physical Custody*  
21 *Arrangement of Children, to Modify Child Support, and For Attorney's Fees and Costs,*  
22 and Defendant's *Opposition and Countermotion* thereto, Plaintiff, AARON ROMANO  
23 ("Plaintiff"), appearing by video conference and represented by and through his attorney,  
24 DAWN R. THRONE, ESQ., of THRONE & HAUSER, and Defendant, TRACY  
25 ROMANO ("Defendant"), appearing by video conference and represented by and  
26 through her attorneys, EDWARD L. KAINEN, ESQ. and ANDREW L. KYNASTON,  
27 ESQ. of the KAINEN LAW GROUP, PLLC; the Court being fully advised in the  
28 premises and good cause appearing therefore, makes the following Findings and Orders:

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KAINEN LAW GROUP, PLLC  
3305 Novat Street, Suite 200  
Las Vegas, Nevada 89120-8714  
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www.KainenLawGroup.com

1 THE COURT HEREBY FINDS that there has been no change of  
2 circumstances in this matter. Plaintiff's Motion seems to be an attempt to create a non-  
3 existent change of circumstances to be able to apply the new child support guidelines.

4 THE COURT FURTHER FINDS that there has been no change in  
5 Defendant's income since the entry of the Decree of Divorce.

6 Therefore,

7 THE COURT HEREBY ORDERS that Plaintiff's Motion to modify child  
8 custody is denied.

9 IT IS FURTHER ORDERED that Plaintiff's Motion to split insurance costs  
10 is denied.

11 IT IS FURTHER ORDERED that Plaintiff's Motion to split unreimbursed  
12 medical expenses 30/30 is denied.

13 IT IS FURTHER ORDERED that Plaintiff's Motion to modify child support  
14 is denied.

15 IT IS FURTHER ORDERED that Plaintiff's Motion for attorney's fees is  
16 denied.

17 IT IS FURTHER ORDERED that Defendant's Countermotion to increase  
18 alimony if child support was reduced is denied, because it is not warranted based on the  
19 Court's denial of Plaintiff's Motion to modify child support.

20 IT IS FURTHER ORDERED that Defendant's Countermotion to enforce  
21 provisions of the Marital Settlement Agreement is deferred for 60 days to allow time for  
22 compliance with the same.

23 IT IS FURTHER ORDERED that a 54(d) Motion for attorney's fees may  
24 be filed.

25 IT IS FURTHER ORDERED that Defendant's counsel shall prepare the  
26 Order and provide the same to Plaintiff's counsel on or before May 4, 2020. Plaintiff's  
27 counsel shall review and countersign on or before May 18, 2020.

28 ...

1 IT IS FURTHER ORDERED that a status check shall be set for June 18,  
2 2020 at 11:00 a.m. regarding the issues contained in Plaintiff's Countermotion for  
3 enforcement.

4 DATED this 15th day of May, 2020.

5  
6 *Rebecca Burton*  
7 DISTRICT COURT JUDGE

8 Submitted by:

9 KAINEN LAW GROUP, PLLC

Approved as to Form and Content:

THRONE & HAUSER

10  
11 By: *Andrew L. Kynaston*  
12 ANDREW L. KYNASTON, ESQ.  
13 Nevada Bar No. 8147  
14 3303 Novat Street, Ste. 200  
15 Las Vegas, Nevada 89129  
16 Attorney for Defendant

By: *Dawn R. Throne* 5/13/2020  
DAWN R. THRONE, ESQ.  
Nevada Bar No. 6145  
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Attorney for Plaintiff

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