

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

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4 Electronically Filed
5 Dec 31 2020 02:26 p.m.
6 Elizabeth A. Brown
7 Clerk of Supreme Court

8 **AARON ROMANO,**

9 Appellant,

10 vs.

11 **TRACY ROMANO,**

12 Respondent.

13 Sp. Ct. Docket No. **81259/81439**

14 *Appeal from Order of Eighth Judicial*
15 *District Court, Clark County*
16 *District Court Case No. D-16-543114-D*

17 **JOINT APPENDIX**

18 **AN APPEAL FOLLOWING A DISTRICT COURT ORDER DENYING MOTION TO**
19 **CONFIRM DE FACTO PHYSICAL CUSTODY AND ORDER AWARDING ATTORNEY'S**
20 **FEES; EIGHTH JUDICIAL DISTRICT COURT OF CLARK COUNTY, NEVADA;**
21 **HONORABLE REBECCA BURTON, DISTRICT COURT JUDGE**

22 **VOLUME 1**

23 **Michelle A. Hauser, Esq.**
24 Nevada Bar No. 007738
25 1070 W. Horizon Ridge Pkwy, Ste 100
26 Henderson, Nevada 89012
27 (702) 800-3580
28 Attorney for Appellant

Andrew Kynaston, Esq.
 Nevada Bar No. 008147
 Rachel Mastel, Esq.
 Nevada Bar No. 11646
 Kainen Law Group
 3303 Novat Street, Ste. 200
 Las Vegas, NV 89129
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 Attorney for Respondent

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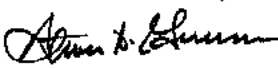
Plaintiff's Reply to Defendant's Opposition to Motion to Confirm De Facto Physical Custody Arrangement of Children, to Modify Child Support and for Attorney's Fees and Costs and Defendant's Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs	04/10/20	1	JA0220- JA0234
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9 Attorney for Plaintiff

Electronically Filed
11/29/2016 08:22:19 AM

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**


CLERK OF THE COURT

12 AARON ROMANO,

13 Plaintiff,

14 vs.

15 TRACY ROMANO,

16 Defendant.

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

17 **COMPLAINT FOR DIVORCE**

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

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

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

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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

21 7. During the course of said marriage, the parties hereto have become incompatible
22 to the degree that it is impossible for them to continue to live together in a normal marital
23 relationship; and that the incompatibility is so great that there is no possibility of reconciliation.
24

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

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

16 DATED this 28th day of November, 2016.
17

18 GREGORY G. GORDON, LTD.
19

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

22 GREGORY G. GORDON, ESQ.

23 Nevada Bar #5334

24 871 Coronado Center Drive, Suite 200

25 Henderson, Nevada 89052

26 Attorney for Plaintiff
27
28

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VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

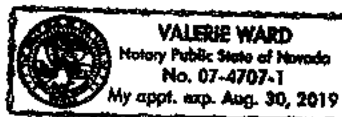
AARON ROMANO, being duly sworn, deposes and says:

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.

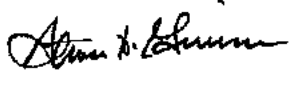

AARON ROMANO

SUBSCRIBED and SWORN to before me
this 28th day of November, 2016.


NOTARY PUBLIC



JA0005


CLERK OF THE COURT

1 ANS
2 Edward L. Kainen, Esq.
3 Nevada Bar No. 5029
4 Andrew L. Kynaston, Esq.
5 Nevada Bar No. 8147
6 KAINEN LAW GROUP, PLLC
7 3303 Novat Street, Suite 200
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12 Attorneys for Plaintiff

13
14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 AARON ROMANO,
17
18 Plaintiff,

19 vs.

20 TRACY ROMANO,
21
22 Defendant.

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

Date of Hearing: NA
Time of Hearing: NA

23
24 **ANSWER TO COMPLAINT FOR DIVORCE**
25 **AND COUNTERCLAIM FOR DIVORCE**

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

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

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

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

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COUNTERCLAIM FOR DIVORCE

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

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

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

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

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

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

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

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

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

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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 Noval Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Defendant

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Tracy Romano
TRACY ROMANO

 **K. L. NIDAY**
Notary Public State of Nevada
No. 12-7715-1
My Appl. Exp. June 17, 2020

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th 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):

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12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 AARON ROMANO,

15 Plaintiff,

16 v.

17 TRACY ROMANO,

18 Defendant.

CASE NO.: D-16-543114-D

DEPT NO.: C

FAMILY DIVISION

19 **ORDER RESOLVING PARENT/CHILD ISSUES**

20 COME NOW, Plaintiff, AARON ROMANO (hereinafter "AARON"), by and
21 through his attorney Radford J. Smith, Esq. and Melissa R. Douglas, Esq. of Radford J.
22 Smith, Chartered and Defendant, TRACY ROMANO (hereinafter "TRACY"), by and
23 through her attorney, Andrew L. Kynaston, Esq. of Kainen Law Group, PLLC; the Court
24 having read the pleadings and Plaintiff's Motion to Resolve Parent/Child Issues, and hereby
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26 FINDS AND ORDER AS FOLLOWS:
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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
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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.
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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
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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.
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10 1.5 Each parent will be empowered to obtain emergency health care for the children
11 without the consent of the other parent. Each parent will notify the other parent as soon as
12 reasonably possible as to any illness requiring medical attention, or any emergency involving
13 the child(ren), but in no event shall that notice be delayed longer than one (1) hour.
14

15 1.6 Each parent shall be responsible for keeping himself/herself apprised of
16 standard scholastic information, to include: weekly school attendance reports; reports
17 concerning the completion of homework; copies of report cards; school meeting notices;
18 vacation schedules; class programs; requests for conferences; results of standardized and/or
19 diagnostic tests; notices of activities involving the child(ren); school work; order forms for
20 school pictures; all communications from health care providers; and the names, addresses
21 and telephone numbers of the child's school, health care providers, daycare providers,
22 churches, and contact persons for any extracurricular activity or program that the children
23 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 1.8 Each parent will provide the other parent with the home address and telephone
12 number at which the minor children reside, and is to notify the other parent no later than
13 twenty-four (24) hours after any change of home address and/or telephone number, and shall
14 contemporaneously provide the new address and new telephone number as soon as it is
15 assigned.
16

17
18 1.9 Each parent will provide the other parent with a travel itinerary (by address, if
19 the travel involves one or more overnights), and telephone numbers at which the children
20 can be reached whenever the child(ren) will be away from that parent's home for a period of
21 one (1) night or more, as well as the planned duration of the trip. To the extent that the
22 children will be away from either parent's home for a period of one (1) night or more without
23 either parent, each parent shall be provided the name, address, and phone number of the
24 person that the children are visiting. The parents further warrant and agree that the children
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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.
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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.
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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.

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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.

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

13 2.6 Celeste (age 7), Celeste shall spend every day after school during the school
14 week with TRACY until 4:30 p.m. at which time she shall be in AARON's care consistent
15 with 2.7 below. Celeste shall spend overnights during the school week beginning the night
16 before school starts at 8:00 p.m. with TRACY and shall have overnight custodial time with
17 AARON each Friday from school dismissal time through Sunday evening at 8:00 p.m.,
18 unless otherwise mutually agreed by the parties.
19

20 2.7 Additionally, AARON shall have contacts during the school week as follows:
21 (1) AARON shall pick up school aged children from TRACY's residence each school day
22 before school and take them to school; (2) TRACY will then pick them up after school; and
23 AARON will have additional time with them after school from 4:30 p.m. until 8:00 p.m.,
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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

12 2.9 With regard to the twins Estelle and Lisette (age 4), they shall spend all
13 overnights with TRACY until they turn the age of 5. AARON shall have regular custodial
14 time with the twins each day for up to five (5) hours each day. Once Estelle and Lisette turn
15 age 5 they will follow the same schedule as Celeste as set forth in Section 2.6 and 2.7.
16

17 2.10 With regard to Emmeline, due to the fact that the baby is still nursing, that
18 Emmeline shall be in TRACY's care and custody during overnights until such time as
19 Emmeline has reached the age of 5, at which time Emmeline is eligible to have sleepovers
20 at Aaron's home or travel with Aaron away from Tracy. Emmeline shall be permitted to go
21 to AARON's residence, or whenever the other children go with AARON, for up to five (5)
22 hours per day while the other children are in AARON's care. AARON and TRACY will
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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.
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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.
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16 2.12 Notwithstanding the foregoing time-share arrangement, the parents agree that,
17 once each child reaches the age of fifteen (15) years, such child shall have "teenage
18 discretion" with respect to the amount of time the child desires to spend with each parent,
19 with the understanding that the parents will work together to encourage frequent contact and
20 communication between each parent and the child. Thus, while the parents acknowledge the
21 foregoing time-share arrangement, the parents further acknowledge and agree that it is in the
22 best interest of each of their minor children to allow each child the right to exercise such
23 "teenage discretion" in determining the amount of time the child desires to spend with each
24 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.
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12 2.14 Transportation of the children for custodial exchanges shall be Aaron's
13 responsibility. Tracy is not required to take part in custodial exchanges with the exception
14 of school transportation as outlined herein.
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17 2.15 The parties shall abide by a first right of refusal with regard to the care of any
18 the children, age 10 or younger. Anytime either party is unavailable to personally provide
19 care for the children for a period of more than four hours, the other parent shall be given the
20 first right of refusal to provide for the care of children. Such refusal shall not apply to events
21 for the children eight (8) years and older who are away from home for an activity, party or
22 other sanctioned event.
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25 *3. Holidays and Vacations*

26 AARON and TRACY will equally divide all major holidays and other special days
27 with the children as follows. Unless otherwise specified, all holidays will be defined as
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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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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.
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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.
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19 3.7 **Independence Day.** Independence Day is observed on the 4th of July every
20 year (or on the Friday proceeding or Monday following the 4th 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
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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.
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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.
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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.
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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
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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

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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.
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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
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1 take precedence over the Winter Break schedule, but not affect the overall
2 continuity of the Winter Break schedule.
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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
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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.
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10 4. **Mutual Behavior Order:** The parties are hereby bound by the following
11 provisions regarding their behavior and communication, and they understand and
12 acknowledge that the Court may enter sanctions, including a finding of contempt, against
13 either party for a violation of any of the provisions set forth below:
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

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21 4.2 The parties shall not disparage the other party to their children, family
22 members, friends or co-workers.
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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
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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.
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10 4.5 Neither party shall provide the children or anyone else with copies of written
11 communication between the parties (including text messages, emails or written
12 correspondence), except that they may provide such written communication to their
13 attorneys for use in this divorce action.
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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.
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21 4.7 Neither party shall engage in any behavior designed to harass or annoy the
22 other party, including, but not limited to, unwanted personal contact, stalking, or excessive
23 phone calls, messages or texts.
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 4.12 The parties shall not engage in arguments or disputes in front of the children.
17 The parties shall not engage in conversations about the children, in front of the children, if
18 such conversations include criticism of the behavior of the other parent.
19
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.
26
27
28

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

22
23 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
24 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
25 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN
26 NRS 193.130.
27
28

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
23 request for reimbursement of an out-of-pocket expense incurred by TRACY on behalf of the
24
25 minor children, AARON will reimburse TRACY in the amount requested within thirty (30)

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 CA
10

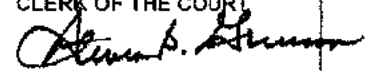
11 *Respectfully submitted:*

12 RADFORD J. SMITH, CHARTERED
13 

14 RADFORD J. SMITH, ESQ.
15 Nevada State Bar No. 002791
16 MELISSA R. DOUGLAS, ESQ.
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18 2470 St. Rose Parkway, Suite 206
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DISTRICT COURT
CLARK COUNTY, NEVADA

11 AARON ROMANO,
12
13 Plaintiff,
14 v.
15 TRACY ROMANO,
16 Defendant.

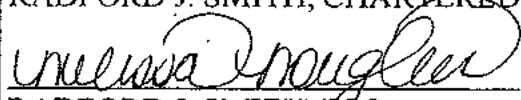
CASE NO.: D-16-543114-D
DEPT NO.: C

FAMILY DIVISION

NOTICE OF ENTRY OF ORDER RESOLVING PARENT/CHILD ISSUES


17
18 PLEASE take Notice that the Order Resolving Parent/Child Issues was entered by the
19 above-entitled Court on the 8th day of March, 2019, a copy of which is attached hereto.
20

21 DATED this 8th day of March, 2019.

22 RADFORD J. SMITH, CHARTERED
23
24 
25 RADFORD J. SMITH, ESQ.
26 Nevada State Bar No. 002791
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- 28

I am over the age of 18 and not a party to the within action. I served the foregoing document described as "Notice of Entry of Order Resolving Parent/Child Issues" on this 8th day of March, 2019 to all interested parties by way of the Eighth Judicial District Court's electronic filing system to:


An Employee of Radford J. Smith, Chartered

Steven D. Grierson

1 **ORDR**
2 RADFORD J. SMITH, CHARTERED
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DISTRICT COURT
CLARK COUNTY, NEVADA

11 AARON ROMANO,
12 Plaintiff,

13 v.

14 TRACY ROMANO,
15
16 Defendant.

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

FAMILY DIVISION

ORDER RESOLVING PARENT/CHILD ISSUES

18
19
20 COME NOW, Plaintiff, AARON ROMANO (hereinafter "AARON"), by and
21 through his attorney Radford J. Smith, Esq. and Melissa R. Douglas, Esq. of Radford J.
22 Smith, Chartered and Defendant, TRACY ROMANO (hereinafter "TRACY"), by and
23 through her attorney, Andrew L. Kynaston, Esq. of Kainen Law Group, PLLC; the Court
24 having read the pleadings and Plaintiff's Motion to Resolve Parent/Child Issues, and hereby
25
26
27 FINDS AND ORDER AS FOLLOWS:
28

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.
13
14
15
16
17

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
27
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
16
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
10 1.5 Each parent will be empowered to obtain emergency health care for the children
11 without the consent of the other parent. Each parent will notify the other parent as soon as
12 reasonably possible as to any illness requiring medical attention, or any emergency involving
13 the child(ren), but in no event shall that notice be delayed longer than one (1) hour.
14

15 1.6 Each parent shall be responsible for keeping himself/herself apprised of
16 standard scholastic information, to include: weekly school attendance reports; reports
17 concerning the completion of homework; copies of report cards; school meeting notices;
18 vacation schedules; class programs; requests for conferences; results of standardized and/or
19 diagnostic tests; notices of activities involving the child(ren); school work; order forms for
20 school pictures; all communications from health care providers; and the names, addresses
21 and telephone numbers of the child's school, health care providers, daycare providers,
22 churches, and contact persons for any extracurricular activity or program that the children
23 attends or in which they participate.
24
25
26
27
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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
27
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.
11
12
13
14

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

21 2.1 The parties' large family is uniquely situated because of the wide range of ages
22 of the children and each child's unique needs and progressing stages of development.
23 Specifically, because they have seven minor children ranging in age from their 17-year-old
24 child, down through their young daughter who is presently being nursed by TRACY, and
25 virtually every other stage of development in between, that a "one-size-fits-all custodial
26
27
28

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
26
27
28

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 (1) AARON shall pick up school aged children from TRACY's residence each school day
25 before school and take them to school; (2) TRACY will then pick them up after school; and
26 AARON will have additional time with them after school from 4:30 p.m. until 8:00 p.m.,
27
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

12 2.9 With regard to the twins Estelle and Lisette (age 4), they shall spend all
13 overnights with TRACY until they turn the age of 5. AARON shall have regular custodial
14 time with the twins each day for up to five (5) hours each day. Once Estelle and Lisette turn
15 age 5 they will follow the same schedule as Celeste as set forth in Section 2.6 and 2.7.
16

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

16 2.12 Notwithstanding the foregoing time-share arrangement, the parents agree that,
17 once each child reaches the age of fifteen (15) years, such child shall have "teenage
18 discretion" with respect to the amount of time the child desires to spend with each parent,
19 with the understanding that the parents will work together to encourage frequent contact and
20 communication between each parent and the child. Thus, while the parents acknowledge the
21 foregoing time-share arrangement, the parents further acknowledge and agree that it is in the
22 best interest of each of their minor children to allow each child the right to exercise such
23 "teenage discretion" in determining the amount of time the child desires to spend with each
24 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 2.14 Transportation of the children for custodial exchanges shall be Aaron's
11 responsibility. Tracy is not required to take part in custodial exchanges with the exception
12 of school transportation as outlined herein.
13

14 2.15 The parties shall abide by a first right of refusal with regard to the care of any
15 the children, age 10 or younger. Anytime either party is unavailable to personally provide
16 care for the children for a period of more than four hours, the other parent shall be given the
17 first right of refusal to provide for the care of children. Such refusal shall not apply to events
18 for the children eight (8) years and older who are away from home for an activity, party or
19 other sanctioned event.
20

21 3. *Holidays and Vacations*

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

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.

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 4th of July every
20 year (or on the Friday proceeding or Monday following the 4th 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
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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.
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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.
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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
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1 take precedence over the Winter Break schedule, but not affect the overall
2 continuity of the Winter Break schedule.
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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
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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.
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9
10 4. ***Mutual Behavior Order:*** The parties are hereby bound by the following
11 provisions regarding their behavior and communication, and they understand and
12 acknowledge that the Court may enter sanctions, including a finding of contempt, against
13 either party for a violation of any of the provisions set forth below:
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
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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.
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21 4.7 Neither party shall engage in any behavior designed to harass or annoy the
22 other party, including, but not limited to, unwanted personal contact, stalking, or excessive
23 phone calls, messages or texts.
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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.
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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.
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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 4.12 The parties shall not engage in arguments or disputes in front of the children.
17
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.
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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.
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24 The parties are subject to the provision of NRS 125C.0045(6) for violation of the
25 Court's Order:

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

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:*

12 RADFORD J. SMITH, CHARTERED
13 

14 RADFORD J. SMITH, ESQ.

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12 *Attorney for Plaintiff*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 AARON ROMANO,

16 Plaintiff,

17 v.

18 TRACY ROMANO,

19 Defendant.

CASE NO.: D-16-543114-D

DEPT NO.: C

FAMILY DIVISION

20 **STIPULATED DECREE OF DIVORCE**

21 The above-entitled action, having come to the attention of the Court by way of
22 Summary Disposition for Divorce; Plaintiff, Aaron Romano ("Aaron"), by and through his
23 attorneys Radford J. Smith, Esq. and Kimberly A. Stutzman, Esq. of RADFORD J. SMITH,
24 CHARTERED and, and the Defendant, Tracy Romano ("Tracy") by and through her
25 attorneys Edward L. Kainen, Esq. and Andrew Kynaston, Esq. of KAINEN LAW GROUP,
26 the parties having waived the making, filing and service of Findings of Fact, Conclusions
27 of Law, the giving of any and all notices required by law or rules of the District Court, and
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Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☒ Settled/Withdrawn
☒ Without Judicial Conf/Hrg
☐ With Judicial Conf/Hrg
☐ By ADR

Trial Dispositions:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

Case Number: D-16-543114-D

JA0072

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

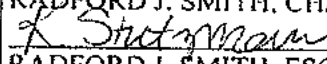
5 No agreement or stipulation between the parties or their attorneys will be
6 effective unless the same shall, by consent, be entered in the minutes in the
7 form of an order, or unless the same is in writing subscribed by the party
8 against whom the same shall be alleged, or by the party's attorney.

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 11th day of June 2019.

19
20
21 
DISTRICT COURT JUDGE 4

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

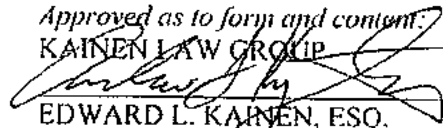
Approved as to form and content:
KAINEN LAW GROUP

EDWARD L. KAINEN, ESQ.
Nevada Bar No. 905029
ANDREW L. KYNASTON, ESQ.
Nevada Bar No. 008147
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorneys for Defendant

EXHIBIT “1”

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of June, 2019, by and between TRACY ROMANO, a resident of the County of Clark, State of Nevada, hereinafter referred to as "WIFE"; and AARON ROMANO, a resident of the County of Clark, State of Nevada, hereinafter referred to as "HUSBAND".

WITNESSETH:

WHEREAS, the parties to this Agreement were married on the 7th day of January, 1995, in the City of Henderson, State of Nevada, and ever since said date have been and now are husband and wife;

WHEREAS, there are seven (7) minor children of the marriage, to-wit: JULIAN ROMANO, born February 27, 2002, now age 17; MIRABELLA ROMANO, born March 23, 2005, now age 14; ETIENNE ROMANO, born April 9, 2009, now age 10; CELESTE ROMANO, born July 16, 2011, now age 7; twins ESTELLE ROMANO and LISETTE ROMANO, born July 10, 2014, now age 4; and EMMELINE ROMANO, born July 6, 2017, now age 21 months. The parties also have three (3) adult children, Devan Romano, age 24, Riley Romano, age 21, and Annie Romano, age 19. There are no adopted children, and WIFE is not pregnant.

WHEREAS, in consequence of disputes and numerous differences, the parties hereto intend to separate and live separate and apart one from the other;

WHEREAS, the parties and their respective counsel participated in a private mediation on June 5, 2019, with Mediator Howard Ecker, Esq., and reached a global resolution of all outstanding issues in this matter, which terms are memorialized in this Marital Settlement Agreement.

WHEREAS, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, interests and claims against each other be had, settled and determined at the present time by this Agreement, including all issues regarding the support and maintenance of the parties' minor children and the support and maintenance of the parties, with each party releasing and forever discharging each other from any liability for support and maintenance other than as herein set forth, said provisions for support being an inseparable part of this property settlement,

WIFE'S INITIALS: TR

HUSBAND'S INITIALS: A

1 and being subject to the approval and order of the court in the divorce action now pending in the Eighth
2 Judicial District Court of Nevada, in County of Clark, Case No. D-16-543114-D;

3 NOW, THEREFORE, in consideration of the foregoing facts and the mutual agreements
4 and covenants herein contained, it is covenanted and agreed and promised by each party hereto as
5 follows:

6 1.0 **INCORPORATION OF RECITALS**

7 1.1 The recitals above set forth are incorporated herein as a part of this Agreement.

8 2.0 **LIVING SEPARATE AND APART**

9 2.1 HUSBAND and WIFE agree that at all times hereafter, it shall be lawful for each
10 party to live separate and apart from the other free from the marital control, interference, restraint, and
11 authority of the other whatsoever, either directly or indirectly as if each party were single and unmarried.
12 Neither party shall molest, harass, disturb or malign the other to his or her friends, relatives, employers
13 or agents in any manner whatsoever.

14 3.0 **CHILD CUSTODY**

15 3.1 HUSBAND and WIFE have previously resolved by mutual agreement all matters
16 relating to the legal and physical care, custody, and control of their minor children, including legal
17 custody provisions, the regular time share arrangements, holiday and vacation time, a mutual behavioral
18 order, other miscellaneous provisions, and all legal notices, which are fully set forth in the *Order*
19 *Resolving Parent/Child Issues* previously executed by the Court and filed on March 8, 2019, a copy of
20 which is attached, merged and incorporated herein as **Exhibit A**.

21 4.0 **SUPPORT FOR THE MINOR CHILDREN**

22 4.1 With full consideration of the parties' shared custody schedule as set forth in the
23 *Order Resolving Parent/Child Issues (Exhibit A)* attached hereto), HUSBAND shall pay to WIFE child
24 support in the amount of \$1,138 per month, per child for the four youngest children (Celeste, Estelle,
25 Lisette, and Emmeline), and \$569 for Etienne (i.e., one-half of \$1,138 based upon the timeshare for
26 Etienne) for a total monthly child support payment of \$5,121.00 per month as and for the ongoing
27 financial support for their minor children. Said child support is calculated to be based upon a payment

28 WIFE'S INITIALS: tr

HUSBAND'S INITIALS: [Signature]

1 of \$1,138 per month per child for each of the four youngest minor children, and the timeshare for
2 Etienne, while also taking into consideration that the two older minor children may elect to spend more
3 of their custodial time at HUSBAND's residence based upon the discretion given them in the *Order*
4 *Resolving Parent/Child Issues*. Said child support payments shall be due by the first of each month and
5 shall continue on a per child basis until such time as each of the five youngest children, respectively (1)
6 become emancipated; or (2) attains the age of eighteen (18) years, the age of majority, unless the child
7 is attending secondary education when she reaches eighteen (18) years of age, in which event said
8 obligation of support shall continue until the child graduates from high school or attains the age of
9 nineteen (19) years, whichever event first occurs.

10 4.2 HUSBAND and WIFE agree that the amount of child support set forth in Section
11 4.1, above, was determined and agreed upon after consideration of NRS 125B.070, NRS 125B.080, and
12 the holdings in *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), *Wesley v. Foster*, 119 Nev.
13 110, 65 P.3d 251 (2003), and *Miller v. Miller*, 134 Nev. Adv. Op. 16 (decided March 15, 2018).
14 According to NRS 125B.070 and the cited case holdings, child support for the seven (7) minor children
15 would be calculated by determining 37% of HUSBAND's gross monthly income, and 37% of WIFE's
16 gross monthly income, subtracting the difference and then applying any applicable statutory caps.
17 According to HUSBAND's Financial Disclosure Form filed December 14, 2018, HUSBAND's average
18 gross monthly income from all sources is \$47,122.78. WIFE is presently not gainfully employed
19 outside the home and has no income. Accordingly, HUSBAND would therefore be obligated to pay
20 child support to WIFE for the seven minor children in an amount equal to 37% of his gross monthly
21 income in the amount of \$17,435.00 per month. However, after considering the applicable statutory cap,
22 his child support would be set at \$1,138 per month per child for a total of \$7,966 per month. However,
23 the parties have agreed to a downward deviation to HUSBAND's child support obligation to \$5,121.00
24 per month (as detailed in Section 4.1 above), based upon several deviation factors set forth in NRS
25 125B.080(9), including (a) the ages of the children; (b) the amount of time the children spend with each
26 parent (c) other necessary expenses for the benefit of the children; and (d) the relative income of both
27 parents.

28 WIFE'S INITIALS: TV

HUSBAND'S INITIALS: [Signature]

1 4.3 Said child support is set in compliance with the formula set forth in NRS
2 125B.070, the holdings in *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), *Wesley v. Foster*,
3 119 Nev. 110, 65 P.3d 251 (2003), and *Miller v. Miller*, 134 Nev. Adv. Op. 16 (decided March 15,
4 2018), and consideration of the deviation factors set forth in NRS 125B.080(9).

5 4.4 The parties agree and acknowledge that child support in this matter may be
6 reviewed upon a change of circumstances or every three (3) years pursuant to NRS 125B.145 and the
7 holdings in *Rivero v. Rivero*, 216 P.3d 213 (Nev. 2009), and *Fernandez v. Fernandez*, 222 P.3d 1031
8 (Nev. 2010).

9 4.5 Should HUSBAND ever become more than thirty (30) days delinquent in the
10 payment of child support to WIFE, said child support shall be subject to wage assignment with his
11 employer pursuant to NRS 31A.025 to 31A.190, inclusive.

12 4.6 Each party shall submit the information required in NRS 125B.055, NRS 125.130
13 and NRS 125.230 on a separate form to the Court and the Welfare Division of the Department of Human
14 Resources within ten (10) days from the date the Decree of Divorce is filed. Such information shall be
15 maintained by the Clerk in a confidential manner and not part of the public record. Each party shall
16 update the information filed with the Court and the Welfare Division of the Department of Human
17 Resources within ten (10) days should any of that information become inaccurate.

18 5.0 **MEDICAL INSURANCE COVERAGE FOR THE MINOR CHILDREN**

19 5.1 HUSBAND shall continue to maintain medical insurance coverage for the minor
20 children herein, which coverage shall be comparable to the current existing medical insurance, and shall
21 be responsible for all premiums, deductibles, co-pays, and medically agreed upon non-covered costs for
22 the medical, dental (including orthodontic), optical, and counseling expenses of said minor children not
23 covered by insurance, until such time as each child, respectively, (1) become emancipated; or (2) attains
24 the age of eighteen (18) years, the age of majority, unless the child is attending secondary education
25 when the child reaches eighteen (18) years of age, in which event said payment of medical coverage,
26 deductibles, and medical expenses shall continue until the child graduates from high school or attains
27 the age of nineteen (19) years, whichever event first occurs.

28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: /

1 5.2. HUSBAND and WIFE agree that should WIFE incur an out-of-pocket medical
2 expenses relating to any of the minor children, she will provide a copy of any paperwork regarding that
3 medical expense within thirty (30) days of the incursion of the bill to HUSBAND, along with a timely
4 request for reimbursement of any out-of-pocket payment actually made by WIFE. Upon receipt of a
5 request for reimbursement of an out-of-pocket expense incurred by WIFE on behalf of the minor
6 children, HUSBAND will reimburse WIFE in the amount requested within thirty (30) days of receipt
7 of the request. Both parents have the authority to contact the insurance provider directly in order to
8 determine the status of any individual claim.

9 6.0 **MEDICAL INSURANCE COVERAGE FOR WIFE**

10 6.1 WIFE shall be responsible for obtaining and maintaining her own policy of health
11 insurance at her own expense. Should WIFE at her discretion elect to obtain health insurance through
12 a COBRA policy with HUSBAND's employer, HUSBAND shall cooperate in facilitating the same and
13 WIFE shall be responsible for the cost thereof.

14 7.0 **MODIFIABLE ALIMONY**

15 7.1 HUSBAND shall pay to WIFE the sum of \$2,000.00 per month as and for spousal
16 support/alimony commencing on July 1, 2019 and continuing the first day of each month thereafter for
17 a period of ten (10) years. Said alimony payments shall terminate on the first to occur of the following:
18 (a) the death of HUSBAND; (b) the death of WIFE; (c) the remarriage of WIFE; or (d) on June 30,
19 2029.

20 7.2 HUSBAND and WIFE agree that said alimony amount was determined upon
21 consideration of HUSBAND's income of \$47,122.78 per month based on his Financial Disclosure Form
22 filed December 14, 2018, WIFE presently not being gainfully employed outside the home and having
23 no income, the overall property settlement, and the child support obligations.

24 7.3 HUSBAND and WIFE understand the alimony payments set forth herein shall
25 not be taxable income to WIFE and nor tax deductible by HUSBAND under the recently enacted
26 provisions of the Internal Revenue Code and applicable regulations.

27 ...
28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: [Signature]

1 8.0 ALLOCATION OF PROPERTY

2 8.1 WIFE shall have confirmed to her as her sole and separate property, free of any
3 claims of HUSBAND, the sole ownership in and to the following:

4 8.1.1 The residence located at 293 Saddle Run Street, Henderson, Nevada 89012, owned free
5 and clear of any mortgages or other encumbrances, which the parties have agreed to and
6 has an appraised value of \$585,000. HUSBAND shall execute a quitclaim deed in order
7 to transfer his interest in this residence to WIFE;

8 8.1.2 A promissory note as and for property settlement equalization payment from HUSBAND
9 to WIFE in the amount of \$1,218,500.00, as more specifically set forth in Section 9.0 of
10 this Agreement herein-below.

11 8.1.3 The following vehicles:

12 a. The 2011 Range Rover, owned free and clear; and

13 b. The 2014 LR4 Range Rover, with the understanding that HUSBAND shall be
14 responsible for maintaining the automobile loan payments thereon through Bank
15 of America which is in his name until such time as the vehicle loan is either paid
16 off or the vehicle is sold by WIFE;

17 8.1.4 One-half ownership interest in TitleRight, LLC (or any name change thereto) and any
18 and all assets held thereby, which the parties' agree and acknowledge is a community
19 asset, which may or may not have any present value, although significant community
20 funds were invested during the marriage. To effectuate this provisions, the Operating
21 Agreement shall be amended at HUSBAND's expense to add WIFE as a 50% member
22 in the entity, with HUSBAND designated as the managing member. HUSBAND shall
23 provide WIFE with a copy of the Operating Agreement within five (5) days of the
24 execution of this Agreement. As a 50% member in the LLC, WIFE shall have any and
25 all rights of Corporate Opportunity and other fiduciary rights provided by law. She shall
26 have rights to inspect company books and records as any member of the LLC. Any
27 profits, of any, net of any applicable taxes, received from said entity shall be equally

28 WIFE'S INITIALS: *W*

HUSBAND'S INITIALS: *H*

1 divided between the parties monthly. In the event the business is ever sold, the sale
2 proceeds, net of any applicable taxes, shall be equally divided between the parties within
3 ten days of receipt. If payments for the purchase of the business are paid through
4 installments, WIFE shall received 50% of the installment payments within ten days of
5 receipt, net of any applicable taxes.

6 8.1.5 WIFE's bank accounts in WIFE's name, including her checking account at Bank of
7 America ending 8595 with a present approximate balance of \$5,108. WIFE warrants
8 that she has no other material cash accounts or holdings, other than what has been
9 disclosed herein.

10 8.1.6 The household furniture, furnishings, and appliances located in the Saddle Run
11 residence; and


12 8.1.7 WIFE's clothing, jewelry and personalties in her possession.

13 8.2 HUSBAND shall have confirmed to him as his sole and separate property free
14 of any and all claims by WIFE, the sole ownership in and to the following:

15 8.2.1 The residence located at 766 Lanni Court, Henderson, Nevada 89012, which the parties
16 have agreed to and has an appraised value of \$1,270,000, and is subject to the Chase
17 Bank mortgage with a balance owed of \$838,000, for a net equity of \$432,000. WIFE
18 shall execute a quitclaim to effectuate the transfer of her interest in this residence to
19 HUSBAND;

20 8.2.2 The 2015 Chevrolet Suburban, subject to the automobile loan thereon through Wells
21 Fargo Bank, which vehicle loan the parties acknowledge is in WIFE's name. So long
22 as HUSBAND is paying the loan on the 2014 LR4 Range Rover awarded to WIFE
23 herein-above, WIFE shall maintain the monthly loan payments on 2015 Chevrolet
24 Suburban. Once the 2014 LR4 Range Rover loan is paid off by HUSBAND, or the
25 vehicle is otherwise sold by WIFE, HUSBAND shall thereafter become solely
26 responsible for the vehicle loan on the 2015 Suburban, and shall hold WIFE harmless
27 and indemnify her from the same, even though the loan may still in WIFE's name;

28 WIFE'S INITIALS: 

HUSBAND'S INITIALS: 

1 8.2.3 The Four Winds Bow Rider boat and Yamaha wave runners stored at Lake Mead, subject
2 to all expenses related thereto;

3 8.2.4 The following business entities including any and all assets and liabilities held thereby,
4 which entities have been valued by Anthem Forensics at \$2,590,000, which value has
5 been accepted by both parties for purposes of this Agreement:

- 6 a. SmartDeeds, LLC;
7 b. North American Deed Company, Inc.;
8 c. National Document Services, Inc.;
9 d. DeedPro, LLC; and
10 e. UDeed, LLC.

11 8.2.5 One-half ownership interest in TitleRight, LLC (or any name change thereto) and any
12 and all assets held thereby, which the parties' agree and acknowledge is a community
13 asset, which may or may not have any present value, although significant community
14 funds were invested during the marriage. To effectuate this provisions, the Operating
15 Agreement shall be amended at HUSBAND's expense to add WIFE as a 50% member
16 in the entity, with HUSBAND designated as the managing member. HUSBAND shall
17 provide WIFE with a copy of the Operating Agreement within five (5) days of the
18 execution of this Agreement. As a 50% member in the LLC, WIFE shall have any and
19 all rights of Corporate Opportunity and other fiduciary rights provided by law. She shall
20 have rights to inspect company books and records as any member of the LLC. Any
21 profits, of any, net of any applicable taxes, received from said entity shall be equally
22 divided between the parties monthly. In the event the business is ever sold, the sale
23 proceeds, net of any applicable taxes, shall be equally divided between the parties within
24 ten days of receipt. If payments for the purchase of the business are paid through
25 installments, WIFE shall received 50% of the installment payments within ten days of
26 receipt, net of any applicable taxes.

27 8.2.6 Any and all bank accounts in HUSBAND's name, including his account at Bank of

28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: AF

America ending 6170, with a present approximate balance of \$204.53. HUSBAND warrants that he has no other material cash accounts or holdings, other than what has been disclosed herein.

8.2.7 Household furniture, furnishings, and appliances currently in HUSBAND's possession in the Lanni Court residence; and

8.2.8 HUSBAND's clothing, jewelry and personalties.

9.0 **EQUALIZATION PROMISSORY NOTE AND SECURITY**

9.1 HUSBAND and WIFE agree that WIFE is entitled to an equalization payment for her community interests in the business entities awarded to HUSBAND and the difference in the equities between the two residences of the parties, herein-above in the amount of \$1,218,500.00. In this regard HUSBAND, within 15 days of the execution of this Agreement, shall execute a promissory note in favor of WIFE for \$1,218,500.00 to be paid on the following terms:

9.1.1 Said equalization Promissory Note shall be payable by HUSBAND to WIFE in equal monthly installments of \$9,013.10 due by the first of each month for a total of 180 months, commencing July 1, 2019, with the final payment due on or before June 30, 2034.

9.1.2 Said Promissory Note shall accrue simple interest on the principal balance at 4.00% APR amortized interest rate over the 15-year term of the note, according to the attached amortization schedule (**Exhibit B**), subject to change based upon any pre payments or late payments by HUSBAND.

9.1.3 There shall be no prepayment penalty, and the payoff of the promissory note shall not be a basis for a claim by WIFE of a change of circumstances for purposes of seeking to modify alimony.

9.2 The parties intend that WIFE shall be fully secured for all obligations existing from HUSBAND to WIFE, and that she be under no unreasonable risk with regard to HUSBAND's handling of his business affairs such that she is not fully secured for his obligations as set forth herein. Conversely, the parties intend that HUSBAND needs some degree of flexibility in the management of

WIFE'S INITIALS: TR

HUSBAND'S INITIALS: [Signature]

1 his business affairs with regard to the day to day operation of his business. The parties intend that WIFE
2 is fully secured without unreasonable risk, that HUSBAND shall not be unreasonably restrained in the
3 management of his business interests. With the foregoing considerations in mind, the parties agree that
4 the following shall serve as and for security on said promissory note:

5 9.2.1 WIFE shall be maintained as a beneficiary through trust of certain proceeds of
6 HUSBAND's term life insurance policies including his two Jackson National Life
7 Insurance policies, his Met Life Insurance policy, and his AXAA policy so that in the
8 event of HUSBAND's death she will be the beneficiary through a trust of said life
9 insurance proceeds in an amount equal to the payoff the promissory note and the interest
10 accrued thereon, as well as the ongoing maintenance of HUSBAND's child support
11 obligation through the children's minority. HUSBAND has represented that the total
12 beneficiary value of his life insurance policies is approximately \$6,500,000, and he shall
13 provide WIFE with copies of the declarations pages for the policies within 30 days of
14 the execution of this Agreement. The parties agree that WIFE shall receive her portion
15 of the death benefits as beneficiary of a trust to be established upon mutually approved
16 terms by the parties. The Court shall retain and reserve jurisdiction to address and
17 resolve any disputes between the parties which may arise with regard to the life
18 insurance trust. HUSBAND shall take such steps as necessary to extend the term of his
19 life insurance policies to assure that the same remain in place with sufficient coverage
20 until the Promissory Note is paid in full, and he has fully satisfied his child support
21 obligations herein.

22 9.2.2 Non-Dischargeability in Bankruptcy: The parties agree that the promissory note and the
23 security provisions of this Agreement relating thereto, are necessary for the support of
24 WIFE, and the parties agree that HUSBAND's obligation herein shall not be subject to
25 any discharge in any future bankruptcy by HUSBAND, whether individual or corporate.

26 9.2.3 In the event of HUSBAND's death prior to satisfaction in full of his obligation under the
27 promissory note and for child support, and to the extent HUSBAND's life insurance fails

28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: [Signature]

1 fully satisfy his obligations for the same, WIFE shall further have a claim against
2 HUSBAND's estate to satisfy any remaining obligations.

3 9.2.4 The parties further agree that the Promissory Note shall further be secured by a Stock
4 Pledge Agreement, the specific terms of which shall be agreed upon between the parties,
5 with the Court reserving jurisdiction to resolve any disputes relating thereto.

6 **10.0 ASSUMPTION OF DEBTS**

7 10.1 HUSBAND shall assume and pay any and all debts in his name and any and all
8 debts associated with any asset confirmed to him as his sole and separate property, and hold WIFE
9 harmless therefrom, including but not limited to:

- 10 a) The mortgage on the real property and residence located at 766 Lanni Court, Henderson,
11 Nevada 89012, which loan is in his sole name;
12 b) Automobile loan on the 2015 Chevrolet Suburban, except as otherwise set forth in
13 Section 8.2.2;
14 c) Any credit card debt in HUSBAND's name alone; and
15 d) Any other debts and liabilities in HUSBAND's name or held jointly with any third party
16 other than WIFE.

17 10.2 WIFE shall assume and pay any and all debts in her name and any and all debts
18 associated with any asset confirmed to her as her sole and separate property, and hold HUSBAND
19 harmless therefrom, including but not limited to:

- 20 a) Any credit card debt in WIFE's name alone;
21 b) Automobile loan on the 2014 LR4 Range Rover, except as otherwise set forth in Section
22 8.1.3(b); and
23 c) Any other debts and liabilities in WIFE's name or held jointly with any third party other
24 than HUSBAND.

25 10.3 Except as otherwise provided herein (1) all property divided, transferred and
26 confirmed herein is subject to all existing encumbrances, liens, or other liabilities associated with the
27 property transferred, and (2) each of the parties shall assume all responsibilities for the ownership and

28 WIFE'S INITIALS: TIL

HUSBAND'S INITIALS: [Signature]

1 operation of the property transferred herein and indemnify and hold the other harmless therefrom.

2 10.4 Neither party shall charge, or cause or permit to be charged, to or against the other
3 any purchase or purchases which either of them may hereafter make, and shall not hereafter create any
4 engagements or obligations in the name of or against the other, and shall never hereafter secure or
5 attempt to secure any credit upon or in connection with the other, or his or her name, and each of them
6 will promptly pay all debts and discharge all financial obligations which each may incur for himself or
7 herself, and each of them will hereafter hold the other free and harmless from any and all debts and other
8 obligations which the other may incur. All joint credit cards and all other joint lines of credit shall be
9 promptly closed.

10 11.0 TAX PROVISIONS

11 11.1 HUSBAND and WIFE shall file a joint tax returns for the 2018 tax year with
12 HUSBAND holding WIFE harmless from any and all tax liabilities relating thereto, and separate tax
13 returns each year thereafter with each party responsible for his/her own income and taxes. If
14 HUSBAND elects to file an amended 2017 tax return he will file the same separately and shall be
15 separately responsible for any additional taxes owed.

16 11.2 CIRCULAR 230 DISCLOSURE: To ensure compliance with U.S. Treasury
17 Department Regulations, we are now required to advise you that, unless otherwise expressly indicated,
18 any federal tax advice in this communication, including any attachments, is not intended or written to
19 be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be
20 imposed by the federal government or for promoting, marketing or recommending to another party any
21 tax-related matters addressed herein.

22 11.3 HUSBAND and WIFE hereby elect to have the division of their marital estate
23 treated as a non-taxable transfer between spouses.

24 11.4 HUSBAND and WIFE admit and agree that each of them has had the opportunity
25 to discuss with independent tax counselors, other than the attorneys of record in the divorce action filed
26 pertaining to the parties, concerning the income tax and estate tax implications and consequences with
27 respect to the agreed upon division of properties and indebtedness, and that the attorneys in this divorce

28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: [Signature]

1 action were not expected to provide and, in fact, did not provide tax advice concerning this Agreement.

2 11.5 The parties shall consult with and seek the advice from their respective tax
3 advisors regarding the allocation of minor tax credits each year.

4 12.0 **PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE PROPERTY**

5 12.1 Any and all property acquired by either of said parties hereto from and after the
6 date hereof shall be the sole and separate property of the one so acquiring the same and each of said
7 parties hereby respectively grants to the other all such future acquisitions of property as the sole and
8 separate property of the one so acquiring the same.

9 13.0 **RIGHT TO DISPOSE OF PROPERTY BY WILL**

10 13.1 Each of said parties shall have an immediate right to dispose of or bequeath by
11 will his or her respective interests in and to any and all property belonging to him or her from and after
12 the date hereof, and that such right shall extend to all of the aforesaid future acquisitions of property as
13 well as to all property set over to either of the parties hereto under this Agreement.

14 13.0 **WAIVER OF INHERITANCE RIGHTS**

15 13.1 Except as hereinafter provided, said parties each hereby waive any and all right
16 to the estate of the other left at his or her death and forever quitclaim any and all right to share in the
17 estate of the other by the laws of succession, and said parties hereby release one to the other all rights
18 to inherit from the other. Furthermore, said parties hereby renounce, one to the other, all right to be
19 administrator or administratrix, executor or executrix, of the estate of the other, and said parties hereby
20 waive any and all right to the estate or any interest in the estate of the other by way of inheritance, or
21 otherwise, for family allowance therein or therefrom, to a probate or other homestead upon any property
22 of the other, and to have set aside to him or her any property of the other exempt from execution, and
23 from the date of this Agreement to the end of the world, said waiver by each in the estate of the other
24 party shall be effective, and said parties shall have all the rights of single persons and maintain the
25 relationship of such toward each other.

26 ...
27 ...
28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: [Signature]

1 14.0 MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES

2 14.1 It is hereby mutually understood and agreed by and between the parties hereto
3 that this Marital Settlement Agreement is deemed to be a final and conclusive and integrated agreement
4 between the parties, and that except as herein specified, each party hereto is hereby released and
5 absolved from any and all liabilities and obligations for the future acts and duties of the other, and that
6 each of said parties hereby releases the other from any and all liabilities, future accounts, alimony and
7 support or otherwise, or debts or obligations of any kind or character incurred by the other except as
8 hereinbefore provided, it being understood that this instrument is intended to settle finally and
9 conclusively the rights of the parties hereto in all respects arising out of their marital relationship except
10 as hereinbefore provided.

11 15.0 EXECUTION OF NECESSARY DOCUMENTS

12 15.1 HUSBAND and WIFE agree to execute quitclaim deeds, stock transfers, QDROs
13 and any and all other instruments that may be required in order to effectuate transfer of any and all
14 interest either may have in and to the said property hereby conveyed to the other as herein-above
15 specified. Should either party fail to execute any said documents to transfer interest to the other, this
16 Agreement shall constitute a full and complete transfer of the interest of one to the other as herein-above
17 provided. Upon failure of either party to execute and deliver any such deed, conveyance, title,
18 certificate or other document or instrument to the other party, this Agreement shall constitute and
19 operate as such properly executed document and the County Assessor and County Recorder and any and
20 all other public and private officials are hereby authorized and directed to accept this Agreement or a
21 properly certified copy thereof in lieu of the document regularly required for such conveyance or
22 transfer.

23 16.0 ACCEPTANCE OF AGREEMENT AND ADVICE OF COUNSEL

24 16.1 Each party hereto acknowledges that he or she has read the foregoing Agreement
25 and fully understands the contents thereof and accepts the same as equitable and just and that there has
26 been no promise, agreement or understanding of either of the parties to the other except as herein-above
27 set forth, which has been relied upon by either as a matter of inducement to enter into this agreement,

28 WIFE'S INITIALS: IN

HUSBAND'S INITIALS: /

1 and each party hereto has had the opportunity to be independently advised by his or her attorney as to
2 the legal effect of the execution of the Agreement.

3 16.2 WIFE acknowledges that she has been represented by EDWARD KAINEN,
4 ESQ., and ANDREW L. KYNASTON, ESQ., and the law firm of KAINENLAW GROUP, PLLC, who
5 has been an advocate for her position in this matter and has advised her as to the legal effect of this
6 Agreement. HUSBAND acknowledges that he has been represented by RADFORD J. SMITH, ESQ.,
7 of RADFORD J. SMITH, CHARTERED, who have been advocates for his position in this matter and
8 have advised him as to the legal effect of this Agreement.

9 17.0 PAYMENT OF ATTORNEY'S FEES

10 17.1 HUSBAND and WIFE agree that each party shall be responsible for any remaining
11 outstanding attorney's fees and costs and those incurred during mediation and during the preparation of
12 this Agreement through the completion of the pending divorce proceedings filed in the Eighth Judicial
13 District Court of the State of Nevada, for the County of Clark, Case No. D-16-543114-D.

14 17.2 HUSBAND shall be responsible for the costs of the Mediator, Howard Ecker.

15 18.0 KNOWLEDGE AND DISCLOSURE

16 18.1 HUSBAND and WIFE each acknowledge that he or she has full knowledge of the
17 assets, financial status and possibilities of inheritance of the other at the time of this Agreement.

18 18.2 Each party warrants that while neither party has engaged in extensive discovery,
19 he or she has relied upon his/her own respective knowledge of the assets and debts of the parties hereto.
20 Accordingly, each party waives further discovery at this time. However, should it be found that there
21 exist other community assets which have not been disclosed and stated in this Marital Settlement
22 Agreement, either party may move the court for a partition of such asset(s) at any time hereafter. With
23 respect to this paragraph, each party hereto specifically waives any and all limitation periods for the
24 bringing of an action to partition such undisclosed asset(s) and further specifically stipulates that the
25 failure to disclose such asset(s) constitutes extrinsic fraud, which will invoke the jurisdiction of the court
26 to partition such undisclosed asset(s) at any future time.

27 ...

28 WIFE'S INITIALS: Th

HUSBAND'S INITIALS: h

1 19.0 AGREEMENT SHALL BE MERGED

2 19.1 The provisions of this Agreement shall be attached as an exhibit and submitted for
3 approval to the Court in this pending proceeding for divorce which HUSBAND or WIFE, and shall be
4 incorporated and merged by the Court in its final Decree of Divorce.

5 20.0 ENTIRE AGREEMENT

6 20.1 This Agreement contains the entire agreement and understanding of the parties,
7 and there are no representations, warranties, covenants or understandings other than those expressly set
8 forth herein. Furthermore, this Agreement may not be changed, modified, or terminated orally, and any
9 such change, modification, or termination may only be made by a written instrument executed by the
10 parties with the same formality as this Agreement.

11 21.0 NO PARTY DEEMED DRAFTER

12 21.1 The parties agree that neither party shall be deemed to be drafter of this Agreement
13 and, in the event this Agreement is ever construed by a court of law or equity, such court shall not
14 construe this Agreement or any provision hereof against either party as the drafter of the Agreement.
15 HUSBAND and WIFE hereby acknowledge that both parties have contributed substantially and
16 materially to the preparation of this Agreement.

17 22.0 WAIVER

18 22.1 No waiver of any one of the provisions hereof shall work a continuing waiver or
19 a waiver of any subsequent breach.

20 23.0 BINDING EFFECT

21 23.1 This Agreement shall be binding upon, and inure to the benefit of, the respective
22 agents, representatives, heirs, assigns, and successors-at-law of the parties hereto.

23 24.0 GOVERNING LAW

24 24.1 This Agreement and the rights of the parties hereto shall be governed and
25 interpreted in all respects by the law applied to contracts made and wholly to be performed within the
26 State of Nevada.

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28 WIFE'S INITIALS: TR

HUSBAND'S INITIALS: [Signature]

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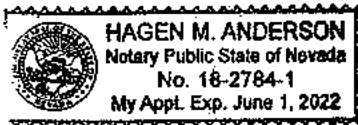
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1 ACKNOWLEDGMENT

2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

5 On this 5th day of June, 2019, before me the undersigned Notary Public
6 in and for said County and State, personally appeared TRACY ROMANO, known to me to be the person
7 described in and who executed the foregoing instrument, and who acknowledged to me that she did so
8 freely and voluntarily and for the uses and purposes therein mentioned.

9 WITNESS my hand and official seal.



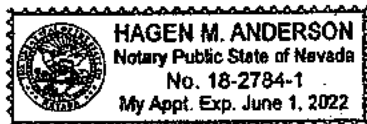
11 
12 NOTARY PUBLIC

13 ACKNOWLEDGMENT

14 STATE OF NEVADA)
15) ss.
16 COUNTY OF CLARK)

17 On this 5th day of June, 2019, before me the undersigned Notary Public
18 in and for said County and State, personally appeared AARON ROMANO, known to me to be the person
19 described in and who executed the foregoing instrument, and who acknowledged to me that he did so
20 freely and voluntarily and for the uses and purposes therein mentioned.

21 WITNESS my hand and official seal.



23 
24 NOTARY PUBLIC

25 WIFE'S INITIALS: TR

26 HUSBAND'S INITIALS: AR

1 ATTORNEY CERTIFICATION

2 The undersigned hereby certifies that he is an attorney at law duly licensed and admitted
3 to practice in the State of Nevada; that he has been employed by and compensated by TRACY
4 ROMANO, the named WIFE in the foregoing Marital Settlement Agreement; that he has advised and
5 consulted with her in connection with her property rights and has fully explained to her the legal effect
6 of the foregoing Marital Settlement Agreement and the effect which it has upon her rights otherwise
7 obtaining as a matter of law; that, after being duly advised by the undersigned, she acknowledged to the
8 undersigned that she understood the legal effect of the foregoing Marital Settlement Agreement and she
9 executed the same freely and voluntarily.

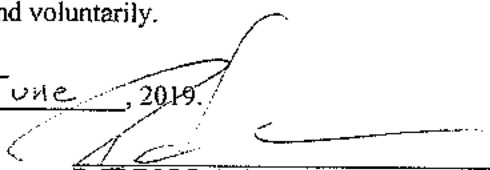
10 DATED this 5th day of June, 2019.

11 
12 ANDREW L. KYNASTON, ESQ.
13 Attorneys for Wife

14 ATTORNEY CERTIFICATION

15 The undersigned hereby certifies that he is an attorney at law duly licensed and admitted
16 to practice in the State of Nevada; that he has been employed by and compensated by AARON
17 ROMANO, the named HUSBAND in the foregoing Marital Settlement Agreement; that he has advised
18 and consulted with him in connection with his property rights and has fully explained to him the legal
19 effect of the foregoing Marital Settlement Agreement and the effect which it has upon his rights
20 otherwise obtaining as a matter of law; that, after being duly advised by the undersigned, he
21 acknowledged to the undersigned that he understood the legal effect of the foregoing Marital Settlement
22 Agreement and he executed the same freely and voluntarily.

23 DATED this 5th day of June, 2019.

24 
25 RADFORD J. SMITH, ESQ.
26 Attorney for Husband

27 WIFE'S INITIALS: TN

28 HUSBAND'S INITIALS: AR

Steven D. Grierson

1 **ORDER**

2 **RADFORD J. SMITH, CHARTERED**

3 **RADFORD J. SMITH, ESQ.**

4 Nevada Bar No. 002791

5 **MELISSA R. DOUGLAS, ESQ.**

6 2470 St. Rose Parkway, Suite 206

7 Henderson, Nevada 89074

8 Telephone: (702) 990-6448

9 Facsimile: (702) 990-6456

10 rsmith@radfordsmith.com

11 *Attorneys for Plaintiff*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **AARON ROMANO,**

15 Plaintiff,

16 v.

17 **TRACY ROMANO,**

18 Defendant.

CASE NO.: D-16-543114-D

DEPT NO.: C

FAMILY DIVISION

19 **ORDER RESOLVING PARENT/CHILD ISSUES**

20 COME NOW, Plaintiff, AARON ROMANO (hereinafter "AARON"), by and
21 through his attorney Radford J. Smith, Esq. and Melissa R. Douglas, Esq. of Radford J.
22 Smith, Chartered and Defendant, TRACY ROMANO (hereinafter "TRACY"), by and
23 through her attorney, Andrew L. Kynaston, Esq. of Kainen Law Group, PLLC; the Court
24 having read the pleadings and Plaintiff's Motion to Resolve Parent/Child Issues, and hereby
25 FINDS AND ORDER AS FOLLOWS:
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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
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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.
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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.
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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.
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15 1.6 Each parent shall be responsible for keeping himself/herself apprised of
16 standard scholastic information, to include: weekly school attendance reports; reports
17 concerning the completion of homework; copies of report cards; school meeting notices;
18 vacation schedules; class programs; requests for conferences; results of standardized and/or
19 diagnostic tests; notices of activities involving the child(ren); school work; order forms for
20 school pictures; all communications from health care providers; and the names, addresses
21 and telephone numbers of the child's school, health care providers, daycare providers,
22 churches, and contact persons for any extracurricular activity or program that the children
23 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 1.8 Each parent will provide the other parent with the home address and telephone
11 number at which the minor children reside, and is to notify the other parent no later than
12 twenty-four (24) hours after any change of home address and/or telephone number, and shall
13 contemporaneously provide the new address and new telephone number as soon as it is
14 assigned.
15

16 1.9 Each parent will provide the other parent with a travel itinerary (by address, if
17 the travel involves one or more overnights), and telephone numbers at which the children
18 can be reached whenever the child(ren) will be away from that parent's home for a period of
19 one (1) night or more, as well as the planned duration of the trip. To the extent that the
20 children will be away from either parent's home for a period of one (1) night or more without
21 either parent, each parent shall be provided the name, address, and phone number of the
22 person that the children are visiting. The parents further warrant and agree that the children
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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.
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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.
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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.
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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:
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20

21 2.1 The parties' large family is uniquely situated because of the wide range of ages
22 of the children and each child's unique needs and progressing stages of development.
23 Specifically, because they have seven minor children ranging in age from their 17-year-old
24 child, down through their young daughter who is presently being nursed by TRACY, and
25 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.
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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.
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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.
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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.
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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.
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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.,
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1 when he will return them to TRACY's home so she can get them ready for bed.

2
3 2.8 During summer break and/or track breaks/school days off from school, Celeste
4 and Etienne shall be in Mother's custody from Sunday evening at 8:00 p.m., through
5 Wednesday morning at 9:00 a.m., and in Father's custody from Wednesday morning at 9:00
6 a.m. through Friday morning at 9:00 a.m. The parties shall alternate the weekends from
7 Friday morning at 9:00 a.m. through Sunday evening at 8:00 p.m. The parties warrant and
8 agree that during the children's day off from school, should the parent who has custody and
9 control of the children not be available (due to work or other unavailability), or the children
10 do not have a scheduled activity outside each parent's home, the children shall be in the care
11 of the other parent until the custodial parent is available.
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15 2.9 With regard to the twins Estelle and Lisette (age 4), they shall spend all
16 overnights with TRACY until they turn the age of 5. AARON shall have regular custodial
17 time with the twins each day for up to five (5) hours each day. Once Estelle and Lisette turn
18 age 5 they will follow the same schedule as Celeste as set forth in Section 2.6 and 2.7.
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21 2.10 With regard to Emmeline, due to the fact that the baby is still nursing, that
22 Emmeline shall be in TRACY's care and custody during overnights until such time as
23 Emmeline has reached the age of 5, at which time Emmeline is eligible to have sleepovers
24 at Aaron's home or travel with Aaron away from Tracy. Emmeline shall be permitted to go
25 to AARON's residence, or whenever the other children go with AARON, for up to five (5)
26 hours per day while the other children are in AARON's care. AARON and TRACY will
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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.
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16 2.12 Notwithstanding the foregoing time-share arrangement, the parents agree that,
17 once each child reaches the age of fifteen (15) years, such child shall have "teenage
18 discretion" with respect to the amount of time the child desires to spend with each parent,
19 with the understanding that the parents will work together to encourage frequent contact and
20 communication between each parent and the child. Thus, while the parents acknowledge the
21 foregoing time-share arrangement, the parents further acknowledge and agree that it is in the
22 best interest of each of their minor children to allow each child the right to exercise such
23 "teenage discretion" in determining the amount of time the child desires to spend with each
24 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 2.14 Transportation of the children for custodial exchanges shall be Aaron's
11 responsibility. Tracy is not required to take part in custodial exchanges with the exception
12 of school transportation as outlined herein.
13

14 2.15 The parties shall abide by a first right of refusal with regard to the care of any
15 the children, age 10 or younger. Anytime either party is unavailable to personally provide
16 care for the children for a period of more than four hours, the other parent shall be given the
17 first right of refusal to provide for the care of children. Such refusal shall not apply to events
18 for the children eight (8) years and older who are away from home for an activity, party or
19 other sanctioned event.
20

21 3. *Holidays and Vacations*

22 AARON and TRACY will equally divide all major holidays and other special days
23 with the children as follows. Unless otherwise specified, all holidays will be defined as
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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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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
7 3.5 **Memorial Day Weekend.** Memorial Day is celebrated on the last Monday in
8 May. As it is a federal holiday, there is no school on that Monday, allowing for
9 a long weekend. The weekend will be defined as beginning at 3:00 p.m. on the
10 Friday before the holiday and ending at 6:00 p.m. on the holiday. Father will
11 have the children for the Memorial Day Weekend in all odd-numbered years;
12 Mother will have the children for Memorial Day Weekend in all even-numbered
13 years.
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16
17 3.6 **Father's Day/Mother's Day.** Father will have the children each year on
18 Father's Day; Mother will have the children each year on Mother's Day.
19 Father's Day/Mother's Day shall begin at 5:00 p.m. on Saturday and end at 9:00
20 a.m. on Monday following the special day.
21

22 3.7 **Independence Day.** Independence Day is observed on the 4th of July every
23 year (or on the Friday proceeding or Monday following the 4th of July if said
24 holiday falls on a weekend. As it is a federal holiday, there is no school on
25 Independence Day. The holiday will be defined as beginning at 3:00 p.m. on
26 the day before the holiday is observed and ending at 9:00 a.m. on the day after
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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.
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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.
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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
3 Father will have the children for the Thanksgiving holiday in all odd-numbered
4 years; and Mother will have the children for the Thanksgiving holiday in all
5 even-numbered years.
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.
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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
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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
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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.
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10 4. *Mutual Behavior Order:* The parties are hereby bound by the following
11 provisions regarding their behavior and communication, and they understand and
12 acknowledge that the Court may enter sanctions, including a finding of contempt, against
13 either party for a violation of any of the provisions set forth below:
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 4.6 The parties are to maintain respect toward the other party's relatives and
15 friends when the children are present, and they are to advise all of their friends, relatives
16 and significant others not to disparage or criticize the other party to, or in front of the
17 children.
18

19 4.7 Neither party shall engage in any behavior designed to harass or annoy the
20 other party, including, but not limited to, unwanted personal contact, stalking, or excessive
21 phone calls, messages or texts.
22

23 4.8 Neither party shall threaten or commit acts of violence against the other party
24 or that party's friends, relatives, co-workers or significant others.
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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.
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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 4.12 The parties shall not engage in arguments or disputes in front of the children.
17 The parties shall not engage in conversations about the children, in front of the children, if
18 such conversations include criticism of the behavior of the other parent.
19
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.
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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.
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24 The parties are subject to the provision of NRS 125C.0045(6) for violation of the
25 Court's Order:

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
23 request for reimbursement of an out-of-pocket expense incurred by TRACY on behalf of the
24
25 minor children, AARON will reimburse TRACY in the amount requested within thirty (30)
26
27
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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

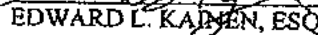
10
11 Respectfully submitted:

Approved as to Form and Content:

12 RADFORD J. SMITH, CHARTERED

KARNEN LAW GROUP

13 
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15 Nevada State Bar No. 002791

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Attorneys for Defendant

Amortization Calc

\$ 1218500 Term: 15 year % 4 Jul 7 2019

Mortgage Summary

\$9,013.10 **\$1,622,358**
 Monthly Payment Total of 180 Payments

\$403,858 **Jun, 2034**
 Total Interest Paid Pay-off Date

Mortgage Amortization Schedule

Date	Interest	Principal	Balance
Jul. 2019	\$4,062	\$4,951	\$1,213,549
Aug. 2019	\$4,045	\$4,960	\$1,208,581
Sep. 2019	\$4,029	\$4,984	\$1,203,596
Oct. 2019	\$4,012	\$5,001	\$1,198,595
Nov. 2019	\$3,995	\$5,018	\$1,193,577
Dec. 2019	\$3,979	\$5,035	\$1,188,543
2019	\$24,121	\$29,957	\$1,188,543
Jan. 2020	\$3,962	\$5,051	\$1,183,491
Feb. 2020	\$3,945	\$5,068	\$1,178,423
Mar. 2020	\$3,928	\$5,085	\$1,173,338
Apr. 2020	\$3,911	\$5,102	\$1,168,236
May. 2020	\$3,894	\$5,119	\$1,163,117
Jun. 2020	\$3,877	\$5,136	\$1,157,981
Jul. 2020	\$3,860	\$5,153	\$1,152,828
Aug. 2020	\$3,843	\$5,170	\$1,147,658
Sep. 2020	\$3,826	\$5,188	\$1,142,470
Oct. 2020	\$3,808	\$5,205	\$1,137,265
Nov. 2020	\$3,791	\$5,222	\$1,132,043
Dec. 2020	\$3,773	\$5,240	\$1,126,804
2020	\$46,418	\$61,739	\$1,126,804
Jan. 2021	\$3,756	\$5,257	\$1,121,546
Feb. 2021	\$3,738	\$5,275	\$1,116,272
Mar. 2021	\$3,721	\$5,292	\$1,110,980
Apr. 2021	\$3,703	\$5,310	\$1,105,670
May. 2021	\$3,686	\$5,328	\$1,100,342
Jun. 2021	\$3,668	\$5,345	\$1,094,997
Jul. 2021	\$3,650	\$5,363	\$1,089,634
Aug. 2021	\$3,632	\$5,381	\$1,084,253
Sep. 2021	\$3,614	\$5,399	\$1,078,854
Oct. 2021	\$3,596	\$5,417	\$1,073,437
Nov. 2021	\$3,578	\$5,435	\$1,068,002
Dec. 2021	\$3,560	\$5,453	\$1,062,549
2021	\$43,903	\$64,255	\$1,062,549
Jan. 2022	\$3,542	\$5,471	\$1,057,078

Amortization Calc

\$ 1218500 Term 15 year % 4 Jul 2018

Mar. 2022	\$3,505	\$5,508	\$1,046,080
Apr. 2022	\$3,487	\$5,526	\$1,040,554
May. 2022	\$3,469	\$5,545	\$1,035,010
Jun. 2022	\$3,450	\$5,563	\$1,029,447
Jul. 2022	\$3,431	\$5,582	\$1,023,865
Aug. 2022	\$3,413	\$5,600	\$1,018,265
Sep. 2022	\$3,394	\$5,619	\$1,012,646
Oct. 2022	\$3,375	\$5,638	\$1,007,008
Nov. 2022	\$3,357	\$5,656	\$1,001,352
Dec. 2022	\$3,338	\$5,675	\$995,677
2022	\$41,285	\$66,872	\$995,677
Jan. 2023	\$3,319	\$5,694	\$989,982
Feb. 2023	\$3,300	\$5,713	\$984,269
Mar. 2023	\$3,281	\$5,732	\$978,537
Apr. 2023	\$3,262	\$5,751	\$972,786
May. 2023	\$3,243	\$5,770	\$967,015
Jun. 2023	\$3,223	\$5,790	\$961,226
Jul. 2023	\$3,204	\$5,809	\$955,417
Aug. 2023	\$3,185	\$5,828	\$949,588
Sep. 2023	\$3,165	\$5,848	\$943,740
Oct. 2023	\$3,146	\$5,867	\$937,873
Nov. 2023	\$3,126	\$5,887	\$931,986
Dec. 2023	\$3,107	\$5,906	\$926,080
2023	\$38,560	\$69,597	\$926,080
Jan. 2024	\$3,087	\$5,926	\$920,154
Feb. 2024	\$3,067	\$5,946	\$914,208
Mar. 2024	\$3,047	\$5,966	\$908,242
Apr. 2024	\$3,027	\$5,986	\$902,256
May. 2024	\$3,008	\$6,006	\$896,251
Jun. 2024	\$2,988	\$6,026	\$890,225
Jul. 2024	\$2,967	\$6,046	\$884,180
Aug. 2024	\$2,947	\$6,066	\$878,114
Sep. 2024	\$2,927	\$6,086	\$872,028
Oct. 2024	\$2,907	\$6,106	\$865,921
Nov. 2024	\$2,886	\$6,127	\$859,795
Dec. 2024	\$2,866	\$6,147	\$853,647
2024	\$35,725	\$72,432	\$853,647
Jan. 2025	\$2,845	\$6,168	\$847,480
Feb. 2025	\$2,825	\$6,188	\$841,292
Mar. 2025	\$2,804	\$6,209	\$835,083
Apr. 2025	\$2,784	\$6,229	\$828,853
May. 2025	\$2,763	\$6,250	\$822,603
Jun. 2025	\$2,742	\$6,271	\$816,332
Jul. 2025	\$2,721	\$6,292	\$810,040
Aug. 2025	\$2,700	\$6,313	\$803,727

Amortization Calc

\$ 1218500 Term 15 year % 4 Jul 2019

Oct. 2025	\$2,658	\$6,355	\$791,038
Nov. 2025	\$2,637	\$6,376	\$784,662
Dec. 2025	\$2,616	\$6,398	\$778,264
2025	\$32,774	\$75,383	\$778,264
Jan. 2026	\$2,594	\$6,419	\$771,845
Feb. 2026	\$2,573	\$6,440	\$765,405
Mar. 2026	\$2,551	\$6,462	\$758,943
Apr. 2026	\$2,530	\$6,483	\$752,460
May. 2026	\$2,508	\$6,505	\$745,955
Jun. 2026	\$2,487	\$6,527	\$739,428
Jul. 2026	\$2,465	\$6,548	\$732,880
Aug. 2026	\$2,443	\$6,570	\$726,310
Sep. 2026	\$2,421	\$6,592	\$719,718
Oct. 2026	\$2,399	\$6,614	\$713,104
Nov. 2026	\$2,377	\$6,636	\$706,468
Dec. 2026	\$2,355	\$6,658	\$699,810
2026	\$29,703	\$78,455	\$699,810
Jan. 2027	\$2,333	\$6,680	\$693,129
Feb. 2027	\$2,310	\$6,703	\$686,427
Mar. 2027	\$2,288	\$6,725	\$679,702
Apr. 2027	\$2,266	\$6,747	\$672,954
May. 2027	\$2,243	\$6,770	\$666,184
Jun. 2027	\$2,221	\$6,792	\$659,392
Jul. 2027	\$2,198	\$6,815	\$652,577
Aug. 2027	\$2,175	\$6,838	\$645,739
Sep. 2027	\$2,152	\$6,861	\$638,878
Oct. 2027	\$2,130	\$6,884	\$631,995
Nov. 2027	\$2,107	\$6,906	\$625,088
Dec. 2027	\$2,084	\$6,929	\$618,159
2027	\$26,506	\$81,651	\$618,159
Jan. 2028	\$2,061	\$6,953	\$611,206
Feb. 2028	\$2,037	\$6,976	\$604,230
Mar. 2028	\$2,014	\$6,999	\$597,231
Apr. 2028	\$1,991	\$7,022	\$590,209
May. 2028	\$1,967	\$7,046	\$583,163
Jun. 2028	\$1,944	\$7,069	\$576,094
Jul. 2028	\$1,920	\$7,093	\$569,001
Aug. 2028	\$1,897	\$7,116	\$561,885
Sep. 2028	\$1,873	\$7,140	\$554,745
Oct. 2028	\$1,849	\$7,164	\$547,581
Nov. 2028	\$1,825	\$7,188	\$540,393
Dec. 2028	\$1,801	\$7,212	\$533,181
2028	\$23,180	\$84,978	\$533,181
Jan. 2029	\$1,777	\$7,236	\$525,945
Feb. 2029	\$1,753	\$7,260	\$518,685

Amortization Calc

\$ 1218500 Term 15 year % 4 Jul 2019

Apr. 2029	\$1,705	\$7,308	\$504,093
May. 2029	\$1,680	\$7,333	\$496,760
Jun. 2029	\$1,656	\$7,357	\$489,403
Jul. 2029	\$1,631	\$7,382	\$482,021
Aug. 2029	\$1,607	\$7,406	\$474,615
Sep. 2029	\$1,582	\$7,431	\$467,184
Oct. 2029	\$1,557	\$7,456	\$459,728
Nov. 2029	\$1,532	\$7,481	\$452,247
Dec. 2029	\$1,507	\$7,506	\$444,742
2029	\$19,718	\$88,440	\$444,742
Jan. 2030	\$1,482	\$7,531	\$437,211
Feb. 2030	\$1,457	\$7,556	\$429,655
Mar. 2030	\$1,432	\$7,581	\$422,074
Apr. 2030	\$1,407	\$7,606	\$414,468
May. 2030	\$1,382	\$7,632	\$406,837
Jun. 2030	\$1,356	\$7,657	\$399,180
Jul. 2030	\$1,331	\$7,682	\$391,497
Aug. 2030	\$1,305	\$7,708	\$383,789
Sep. 2030	\$1,279	\$7,734	\$376,055
Oct. 2030	\$1,254	\$7,760	\$368,296
Nov. 2030	\$1,228	\$7,785	\$360,510
Dec. 2030	\$1,202	\$7,811	\$352,699
2030	\$16,114	\$92,043	\$352,699
Jan. 2031	\$1,176	\$7,837	\$344,861
Feb. 2031	\$1,150	\$7,864	\$336,996
Mar. 2031	\$1,123	\$7,890	\$329,108
Apr. 2031	\$1,097	\$7,916	\$321,192
May. 2031	\$1,071	\$7,942	\$313,249
Jun. 2031	\$1,044	\$7,969	\$305,281
Jul. 2031	\$1,018	\$7,995	\$297,285
Aug. 2031	\$991	\$8,022	\$289,263
Sep. 2031	\$964	\$8,049	\$281,214
Oct. 2031	\$937	\$8,076	\$273,138
Nov. 2031	\$910	\$8,103	\$265,036
Dec. 2031	\$883	\$8,130	\$256,906
2031	\$12,364	\$95,793	\$256,906
Jan. 2032	\$856	\$8,157	\$248,749
Feb. 2032	\$829	\$8,184	\$240,565
Mar. 2032	\$802	\$8,211	\$232,354
Apr. 2032	\$775	\$8,239	\$224,116
May. 2032	\$747	\$8,266	\$215,849
Jun. 2032	\$719	\$8,294	\$207,556
Jul. 2032	\$692	\$8,321	\$199,235
Aug. 2032	\$664	\$8,349	\$190,886
Sep. 2032	\$636	\$8,377	\$182,509

Amortization Calc

\$ 1218500 Term 15 year % 4 Jul 2019

Nov. 2032	\$580	\$8,433	\$165,671
Dec. 2032	\$552	\$8,461	\$157,210
2032	\$8,462	\$99,696	\$157,210
Jan. 2033	\$524	\$8,489	\$148,721
Feb. 2033	\$496	\$8,517	\$140,204
Mar. 2033	\$467	\$8,546	\$131,658
Apr. 2033	\$439	\$8,574	\$123,084
May. 2033	\$410	\$8,603	\$114,481
Jun. 2033	\$382	\$8,631	\$105,850
Jul. 2033	\$353	\$8,660	\$97,190
Aug. 2033	\$324	\$8,689	\$88,500
Sep. 2033	\$295	\$8,718	\$79,782
Oct. 2033	\$266	\$8,747	\$71,036
Nov. 2033	\$237	\$8,776	\$62,259
Dec. 2033	\$208	\$8,806	\$53,453
2033	\$4,400	\$103,757	\$53,453
Jan. 2034	\$178	\$8,835	\$44,618
Feb. 2034	\$149	\$8,864	\$35,754
Mar. 2034	\$119	\$8,894	\$26,860
Apr. 2034	\$90	\$8,924	\$17,936
May. 2034	\$60	\$8,953	\$8,983
Jun. 2034	\$30	\$8,983	\$0
2034	\$625	\$53,453	\$0

This free mortgage calculator is - a home loan calculating tool that automatically determines the effect of a change in one of the variables in a mortgage agreement. The variables taken into consideration are namely, property purchase price, downpayment, loan term, interest rate and date of first payment. It will help you calculate whether you can afford the home loan in US: how much the payment amount will be over all time: what is your 30 year mortgage pay off date: what the financial implications of a change in interest rate will be and: what amortization schedule and chart.

This mortgage calculator should only be used to estimate your repayments since it doesn't include taxes or insurance.

Steven D. Grierson

1 **NED**

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 KIMBERLY A. STUTZMAN, ESQ.

6 Nevada Bar No. 014085

7 2470 St. Rose Parkway, Suite 206

8 Henderson, Nevada 89074

9 Telephone: (702) 990-6448

10 rsmith@radfordsmith.com

11 *Attorneys for Plaintiff*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

12 AARON ROMANO,

13 Plaintiff,

14 v.

15 TRACY ROMANO,

16 Defendant.

CASE NO.: D-16-543114-D

DEPT NO.: C

FAMILY DIVISION

NOTICE OF ENTRY OF STIPULATED DECREE OF DIVORCE

18 PLEASE take Notice that on the 12th day of June, 2019, the above-entitled Court
19 entered the Stipulated Decree of Divorce in the aforementioned matter, a copy of which is
20 attached hereto.
21

22 DATED this 13th of June, 2019.

23 RADFORD J. SMITH, CHARTERED

24 *K. Stutzman*

25 KIMBERLY A. STUTZMAN, ESQ.

26 Nevada State Bar No. 014085

27 2470 St. Rose Parkway, Suite 206

28 Henderson, Nevada 89074

Attorneys for Plaintiff

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Attorney 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

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
☒ Settled/Withdrawn
☒ Without Judicial Conf/Hrg
☐ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

Case Number: D-16-543114-D

JA0134

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 THE COURT FURTHER FINDS that the parties have entered into a stipulated
4 agreement settling all issues regarding the care, custody and support of the children, over
5 which this Court has jurisdiction, which is set forth in the Order Resolving Parent/Child
6 Issues ("Parenting Agreement"), filed March 8, 2019, a true and correct copy is attached as
7 Exhibit "A" to the parties' Marital Settlement Agreement,. The parties have requested that
8 their Parenting Agreement be ratified, confirmed and incorporated into this Decree as
9 though fully set forth herein.
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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.
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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.
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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
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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.
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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.
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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 AND DECREED that should either party fail to execute and return the documents necessary
5 to transfer the assets and debts as listed in this Decree of Divorce or Marital Settlement
6 Agreement attached hereto within seven (7) calendar days of written request by the party
7 requesting execution, the Court, pursuant to NRCP 70, hereby authorizes the Clerk of the
8 Court to execute the documents necessary to transfer the assets and debts upon the party
9 seeking execution's submission to the Clerk a copy of this Decree of Divorce and attached
10 Marital Settlement Agreement, a copy of the written notice, and a sworn statement by that
11 party that the party to whom the notice was sent has not executed the document of transfer
12 of the subject property within the written notice period. The execution by the Clerk of the
13 Court under this paragraph shall have the same force and effect as if it was executed by the
14 party failing to execute the required document.

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

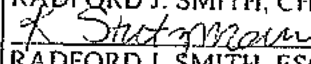
5 No agreement or stipulation between the parties or their attorneys will be
6 effective unless the same shall, by consent, be entered in the minutes in the
7 form of an order, or unless the same is in writing subscribed by the party
8 against whom the same shall be alleged, or by the party's attorney.

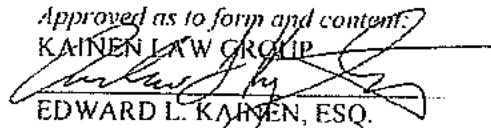
9 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED
10 AND DECREED that an absolute DECREE of DIVORCE is GRANTED, pursuant to the
11 terms and conditions as outlined herein or in the Exhibits attached hereto.
12

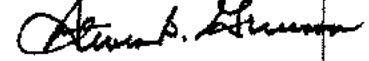
13 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED
14 AND DECREED that the NON-JURY TRIAL currently scheduled for July 31, 2019 at 1:30
15 p.m., August 6, 2019 at 1:30 p.m., August 7, 2019 at 1:30 p.m., and August 8, 2019 at 1:30
16 p.m. shall be VACATED.
17

18 DATED this 11th day of June 2019.

19
20 
21 DISTRICT COURT JUDGE A

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 **MOT**
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 Phone: (702) 800-3580
10 Fax: (702) 800-3581
11 Email: dawn@thronehauser.com
12 Attorney for Defendant

13
14 **DISTRICT COURT**
15
16 **CLARK COUNTY, NEVADA**
17

18 **AARON ROMANO,**

19 Plaintiff,

20 vs.

21 **TRACY ROMANO,**

22 Defendant.

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

Date of Hearing:
Time of Hearing:

Oral Argument Requested

23 **NOTICE: YOU MAY FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE**
24 **CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF**
25 **YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS**
26 **MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE**
27 **COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY**
28 **RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT**
HEARING PRIOR TO THE SCHEDULED HEARING.

MOTION TO CONFIRM DE FACTO PHYSICAL CUSTODY
ARRANGEMENT OF CHILDREN, TO MODIFY CHILD SUPPORT
AND FOR ATTORNEY'S FEES AND COSTS

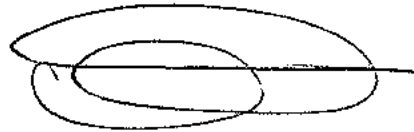
1 COMES NOW Plaintiff, Aaron Romano ("Dad"), by and through his
2 attorney, Dawn R. Throne, Esq., of the law office of THRONE & HAUSER, and
3 respectfully requests that this Court enter orders granting him the following relief:

- 4 1. Enter an order modifying custody of the parties' seven minor children
5 to reflect the parties' actual timeshare.
- 6 2. Modifying Plaintiff's child support obligation based on the actual
7 custodial arrangement for the parties' 7 minor children and the change
8 in the Defendant's income.
- 9 3. Awarding Plaintiff attorney's fees and costs; and
- 10 4. Such other and further relief as the Court deems appropriate.

11 This motion is made and based on all the papers and pleadings on file herein,
12 the Memorandum of Points and Authorities submitted herewith, the exhibits filed
13 under separate cover, and any further evidence and argument as may be adduced at
14 the hearing of this matter.

15 DATED this 28th day of February, 2020.

16 THRONE & HAUSER

17 
18

19 Dawn R. Throne, Esq.

20 Nevada Bar. No 006145

21 Michelle A. Hauser, Esq.

22 Nevada Bar No. 007738

23 1070 W. Horizon Ridge Pkwy., Suite 100

24 Henderson, Nevada 89012

25 Attorney for Plaintiff
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27
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TO: Andrew Kynaston, Esq., Attorney for Defendant

DATED this 28th day of February, 2020.

[illegible]

Attorney for Plaintiff

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RELEVANT FACTUAL AND PROCEDURAL BACKGROUND

The parties, Plaintiff, Aaron Romano ("Dad") and Defendant, Tracy Romano ("Mom") are the parents of ten children total, seven of which remain minors, to wit: Julian Romano, born February 27, 2002, (age 17 and a senior in high school) Mirabella Romano, born March 23, 2005, (age 14) Etienne Romano, born April 9, 2009 (age 10), Celeste Romano, born July 16, 2011 (age 8), twins, Estelle Romano and Lisette Romano, born July 10, 2014 (age 5) and Emmeline Romano, born July 6, 2017 (age 2½). In the Order Resolving Parent/Child Issues filed on March 8, 2019, the parties agreed to share joint legal and joint physical custody of all seven minor children even though the time share with each individual child outlined in the order does not result in each parent having at least 40% of the time with each child. There was supposed to be efforts by Mom to improve her relationship with the older children and, as the younger children reached certain ages, Dad's time share with them was supposed to increase. Despite these aspirations, the actual timeshare that the parties have actually been exercising amounts to Dad having primary physical custody of the three oldest minor children and Mom having primary custody of the parties' four youngest minor children.

• • •

1 For more than 1 year now, Julian and Mirabella spend no time in Mom's
2 custody and care, and Etienne only spends a few hours per week in Mom's custody
3 and care during the school year. Etienne never spends the night in Mom's home and
4 he only sees Mom a couple hours after school on Monday through Thursday each
5 week. With regard to Celeste, Estelle, Lisette and Emmeline, Dad has them in his
6 care on Mondays and every other Wednesday from 4:30 p.m. to 7:00 p.m. and every
7 other Friday overnight until Saturday at 6:00 p.m. (except Emmeline does not spend
8 the night with Dad). This custodial schedule is what the parties, with input from the
9 teenagers, have agreed works best for each child and for the parents. An example of
10 the agreed upon schedule for January 2020 is provided in Exhibit "1" in Plaintiff's
11 separate Exhibit Appendix.

12 A Stipulated Decree of Divorce was entered on June 12, 2019, ending their
13 marriage of almost 24 years, with the specific financial terms set forth in a
14 confidential Marital Settlement Agreement ("MSA") that was "left-side filed." Dad's
15 child support obligation to Mom was based upon the parties sharing joint physical
16 custody of all seven children and the fact that Mom had no income at that time. Since
17 entry of the final custody order and the Decree of Divorce, there have been two
18 changes of circumstances relevant to this motion: the parties have not shared joint
19 physical custody of all 7 minor children - instead, by agreement of the parties, Dad
20 has primary physical of 3 minor children and Mom has primary custody of the 4

1 youngest children, and Mom's gross monthly income has increased from zero to
2 \$6,018.67 per month¹. Based on the change of physical custody and the 100%
3 increase in Mom's gross monthly income, Dad is requesting that the Court confirm
4 his primary physical custody of the three minor children and Mom's primary physical
5 custody of the four youngest minor children. Additionally, Dad is requesting that his
6 child support obligation to Mom should be reviewed and modified based upon these
7 changes.
8
9

10 11 **II** 12 **ARGUMENT**

13 **A. CONFIRMATION OF DE FACTO PHYSICAL CUSTODY**

14 Pursuant to NRS 125C.0045, this Court has the authority to modify orders
15 regarding custody and visitation of minor children at any time during their minority
16 so long as the Court determines that the modification is in the best interests of the
17 children.
18
19

20 In this case, like in the *Rivero*² case, the final custody Order entered in March
21 2019 indicates that the parties are sharing joint physical custody of their 7 minor
22 children, but neither parent has ever had all 7 children in their custody and care at
23
24

25
26 ¹ \$2,000 per month alimony and \$4,018.67 per month in interest income on the equalizing
27 note. See Exhibit "2," Mom's 2019 Form 1099 indicating that she was paid \$24,122 in interest in
the last 6 months of 2019.

28 ² 125 Nev. 410, 216 P.3d 213 (2009).

1 least 40% of the time³. Looking back over the last year as required by *Rivero*⁴, the
2 evidence will show that Dad has had Julian and Mirabella in his care and custody
3 100% of the time and has had Etienne in his care and custody about 90% of the time.
4 Dad has *de facto* primary physical custody of the three oldest minor children. Dad
5 also acknowledges that the evidence will show that Mom has had the four youngest
6 children in her care and custody about 75-80 % of the time and therefore, she has *de*
7 *facto* primary physical custody of them.
8

9
10 As it relates to the best interest of the minor children, Dad could provide pages
11 of argument here as to each factor set forth in NRS 125C.0035(4), but the reality is
12 that the parents, with input from their three oldest minor children, have themselves
13 determined what physical custody arrangement is in the best interest of their 7 minor
14 children.
15

16
17 Dad is asking this Court to confirm that he has primary physical custody of the
18 parties' three oldest minor children, Julian, Mirabella and Etienne and continue to
19 allow them to exercise teenage discretion as to their visitation with Mom. The Court
20 should also confirm Mom has primary physical custody of the parties' four youngest
21 minor children, Celeste, Estelle, Lisette and Emmeline, with Dad having visitation
22 with the four youngest children every other weekend and on weekday afternoons.
23
24
25

26
27 ³ This 40% requirement, or 146 days per year, is now also codified in NRS 125C.003(1).

28 ⁴ *Id* at 227.

1 **B. CHILD SUPPORT SHOULD BE REVIEWED AND DAD'S CHILD**
2 **SUPPORT OBLIGATION BE MODIFIED**

3 NRS 125B.145 provides:

4
5 Review and modification of order for support: Request for review; jurisdiction;
6 notification of right to request review.

7
8 1. An order for the support of a child must, upon the filing of a
9 request for review by:

10 (a) The Division of Welfare and Supportive Services of the
11 Department of Health and Human Services, its designated representative
12 or the district attorney, if the Division of Welfare and Supportive
13 Services or the district attorney has jurisdiction in the case; or

14 (b) A parent or legal guardian of the child,
15 be reviewed by the court at least every 3 years pursuant to this section
16 to determine whether the order should be modified or adjusted. Each
17 review conducted pursuant to this section must be in response to a
18 separate request.

19 2. If the court:

20 (a) Does not have jurisdiction to modify the order, the court may
21 forward the request to any court with appropriate jurisdiction.

22 (b) Has jurisdiction to modify the order and, taking into account the
23 best interests of the child, determines that modification or adjustment of
24 the order is appropriate, the court shall enter an order modifying or
25 adjusting the previous order for support in accordance with the
26 requirements of NRS 125B.070 and 125B.080.

27 3. The court shall ensure that:

28 (a) Each person who is subject to an order for the support of a child
is notified, not less than once every 3 years, that the person may request
a review of the order pursuant to this section; or

1 (b) An order for the support of a child includes notification that each
2 person who is subject to the order may request a review of the order
3 pursuant to this section.

4 4. An order for the support of a child may be reviewed at any time
5 on the basis of changed circumstances. For the purposes of this
6 subsection, a change of 20 percent or more in the gross monthly income
7 of a person who is subject to an order for the support of a child shall be
8 deemed to constitute changed circumstances requiring a review for
9 modification of the order for the support of a child.

10 First of all, by the parties actions over the last year, have changed the physical
11 custody arrangements for their 7 minor children. That change alone requires the
12 recalculation of Dad's child support obligation to Mom. Additionally, there has been
13 a 100% increase in Mom's gross monthly income since the entry of the Decree of
14 Divorce.
15

16 Dad's gross monthly income of \$47,122.78 used in the Decree of Divorce was
17 based on tax returns from 2016 or older because the parties' joint 2017 income tax
18 return shows that Dad only had a gross income of his \$180,000 salary in 2017 and the
19 business suffered a substantial loss, resulting in the parties reporting total income of
20 (-\$66,526) to the IRS. See Exhibit "3." The parties did not have their 2018 joint
21 Income Tax Return available to them at the settlement conference as it was not
22 prepared until after the settlement conference. It shows that Dad had a total gross
23 income of \$348,776, but this included a deduction for the loss from 2017. So, Dad's
24 gross income was really \$415,302, which equals a gross monthly income of
25
26
27
28

1 \$34,608.50 per month. *See* Exhibit "4." Dad does not have his 2019 income tax
2 returns prepared yet, but with his base salary of \$180,000 per year and the net income
3 of the business for 2019, his gross monthly income in 2019 is finally the number used
4 to calculate his child support obligation in the Marital Settlement Agreement -
5 \$47,403.57 per month.
6

7
8 Mom receives \$4,018.67 per month in interest income from the equalizing note
9 payments, as well as \$2,000 in alimony, which gives her a gross monthly income of
10 \$6,018.67 which is an increase of 100% . Therefore, it is proper for the Court to
11 review the child support obligation.
12

13 The Nevada Administrative Code ("NAC") Chapter 425 contains the current
14 guidelines to calculate child support in Nevada. The parties respective current gross
15 monthly income was input to the Nevada Child Support Guidelines Calculator, and
16 based on Dad having primary physical custody of the three oldest minor children,
17 Mom having primary custody of the four youngest children and Dad providing
18 medical insurance for all 7 minor children at a cost of \$648.06 per month⁵, Dad's
19 child support obligation should be reduced to \$2,971.81 per month effective March
20 1, 2020. *See* Exhibit "5."
21
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28 ⁵ Pursuant to NAC 425.135, the Court is required to mandate the parents share in the cost of health insurance coverage for their seven children.

1 NAC 425.135 requires the parents to share in the cost of providing medical
2 insurance for their minor children and that factor is built into the calculation of child
3 support. Additionally, the Court should order the parties to equally divide the cost of
4 unreimbursed medical costs for their 7 minor children as part of the review of child
5 support in this case.
6
7

8 C. ATTORNEY'S FEES

9 NRS 18.010 states:

11 Award of attorney's fees.

12 1. The compensation of an attorney and counselor for his
13 services is governed by agreement, express or implied, which is not
14 restrained by law.

15 2. In addition to the cases where an allowance is authorized
16 by specific statute, *the court may make an allowance of attorney's
fees to a prevailing party:*

17 (a) When he has not recovered more than \$20,000; or

18 (b) Without regard to the recovery sought, when the court
19 finds that the claim, counterclaim, cross-claim or third-party complaint
or defense of the opposing party was brought without reasonable
ground or to harass the prevailing party.

20 3. In awarding attorney's fees the court may pronounce its
21 decision on the fees at the conclusion of the trial or special proceeding
22 without written motion and with or without presentation of additional
evidence.

23 4. No oral application or written motion for attorney's fees
24 alters the effect of a final judgment entered in the action or the time
permitted for an appeal therefrom.

25 5. Subsections 2, 3 and 4 do not apply to any action arising
26 out of a written instrument or agreement which entitles the prevailing
27 party to an award of reasonable attorney's fees. (Emphasis added.)
28

1 EDCR 7.60(b) states in pertinent part:

2
3 The court may, after notice and an opportunity to be heard,
4 impose upon an attorney or a party any and all sanctions which may,
5 under the facts of the case, be reasonable, including the imposition of
6 fines, costs or attorney's fees when an attorney or a party without just
7 cause:

- 8 (1) Presents to the court a motion or an opposition to a motion
9 which is obviously frivolous, unnecessary or unwarranted; or
10 (2) Fails to prepare for a presentation; or
11 (3) So multiplies the proceedings in a case as to increase costs
12 unreasonable and vexatiously; or
13 (4) Fails or refuses to comply with these rules; or
14 (5) Fails or refuses to comply with any order of a judge of the
15 court.

16 EDCR 5.501 also grants this Court authority to award Dad attorneys fees
17 because he complied with the requirement to attempt to resolve these issues with Mom
18 without Court intervention, but was unsuccessful. Dad should be awarded attorney's
19 fees and costs for having to file this underlying motion. If the Court is inclined to
20 grant Dad fees and costs in this case, he will file a *Brunzell* affidavit and a
21 Memorandum of Fees and Costs separately for the Court's consideration.

22 IV

23 CONCLUSION

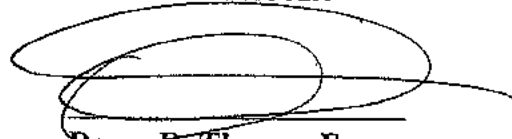
24 WHEREFORE, based upon the foregoing, Plaintiff respectfully requests this
25 Court enter orders granting him the following relief:

- 26 1. Enter an order modifying custody of the parties' seven minor children to
27 reflect the parties' actual timeshare.
28

2. Modifying Plaintiff's child support obligation based on the actual timeshare and the change in Defendant's income.
3. Awarding Plaintiff attorney's fees and costs from Defendant; and
4. Such other and further relief as the Court deems appropriate.

DATED this 28th day of February, 2020.

THRONE & HAUSER



Dawn R. Throne, Esq.

Nevada Bar. No 006145

Michelle A. Hauser, Esq.

Nevada Bar No. 007738

1070 W. Horizon Ridge Pkwy., Suite 100

Henderson, Nevada 89012

Phone: (702) 800-3580

Attorney for Plaintiff

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2. I have read the foregoing Motion, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.

Executed this 28 day of February, 2020, in Henderson, Nevada.


AARON ROMANO

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Aaron Romano
Plaintiff/Petitioner
v.
Tracy Romano
Defendant/Respondent

Case No. D-16-543114-D
Dept. C
**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

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

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

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

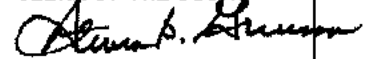
The total filing fee for the motion/opposition I am filing with this form is:

☐\$0 ☒\$25 ☐\$57 ☐\$82 ☐\$129 ☐\$154

Party filing Motion/Opposition: Plaintiff Date 9/28/20

Signature of Party or Preparer Aaron Romano

JA0156



1 **EXHB**
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, Ste. 100
8 Henderson, Nevada 89012
9 (702) 800-3580
10 (702) 800-3581 Facsimile
11 Email: dawn@thronehauser.com
12 Attorney for Plaintiff

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 **AARON ROMANO,**
12
13 Plaintiff,
14 vs.

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

15 **TRACY ROMANO,**
16
17 Defendant.

18
19 **EXHIBIT APPENDIX TO PLAINTIFF'S MOTION TO CONFIRM DE FACTO**
20 **PHYSICAL CUSTODY ARRANGEMENT OF CHILDREN, TO MODIFY CHILD**
21 **SUPPORT AND FOR ATTORNEY'S FEES AND COSTS**

22 Plaintiff, Aaron Romano, by and through his attorney of record, Dawn R.
23 Throne, Esq., of THRONE & HAUSER, submits the following exhibits in support of
24 his "Motion to Confirm de Facto Physical Custody Arrangement of Children, to
25 Modify Child Support, and for Attorney's Fees and Costs."
26
27
28 ...

Table of Contents:

Exhibit No.	Description of Exhibit	Bates No.
1	Children's custodial schedule for January 2020	PL00001
2	Tracy Romano's 2019 form 1099-INT	PL00002
3	Aaron & Tracy Romano's 2017 Income Tax Return	PL00003- PL00006
4	Aaron & Tracy Romano's 2018 Income Tax Return	PL00007- PL00011
5	MLAW Child Support Calculator, Calculation Results	PL00012

DATED this 28th day of February, 2020.

THRONE & HAUSER



Dawn R. Throne, Esq.

Nevada Bar No. 006145

Michelle A. Hauser, Esq.

Nevada Bar No. 007738

1070 W. Horizon Ridge Pkwy, Ste. 100

Henderson, Nevada 89012

(702) 800-3580

Attorney for Plaintiff

EXHIBIT 1

Kid Schedule January 2020

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		1 GIRLS at other house.	2 GIRLS at other house.	3 CLE – with Aaron picked up at 4pm.	4 CLE – with Aaron until Saturday night at 6 pm	5 GIRLS at other house.
6 Etienne at other house then picked up with GIRLS at 4:30	7 Etienne at other house until boxing pick up at park at 3:15	8 Etienne at other house then picked up with GIRLS at 4:30	9 Etienne at other house until boxing pick up at park at 3:15	10 Etienne picked up at school by Aaron.	11 GIRLS at other house.	12 GIRLS at other house.
Girls picked up at 4:30 pm back at 7:00pm	GIRLS at other house.	Girls picked up at 4:30 pm back at 7:00pm	GIRLS at other house.	GIRLS at other house.		
13 Etienne at other house then picked up with GIRLS at 4:30	14 Etienne at other house until boxing pick up at park at 3:15	15 Etienne at other house until 4:30 then picked up at park.	16 Etienne at other house until boxing pick up at park at 3:15	17 Etienne picked up at school by Aaron.	18 CLE – with Aaron until Saturday night at 6 pm	19 GIRLS at other house.
Girls picked up at 4:30 pm back at 7:00pm	GIRLS at other house.	GIRLS at other house.	GIRLS at other house.	CLE picked up by Aaron at school.		
20 MLK Day	21 Etienne at other house until boxing pick up at park at 3:15	22 Etienne at other house then picked up with GIRLS at 4:30	23 Etienne at other house until boxing pick up at park at 3:15	24 Etienne picked up at school by Aaron.	25 GIRLS at other house.	26 GIRLS at other house.
Girls picked up at 4:30 pm back at 7:00pm	GIRLS at other house.	Girls picked up at 4:30 pm back at 7:00pm	GIRLS at other house.	GIRLS at other house.		
27 Etienne at other house then picked up with GIRLS at 4:30	28 Etienne at other house until boxing pick up at park at 3:15	29 Etienne at other house until 4:30 then picked up at park.	30 Etienne at other house until boxing pick up at park at 3:15	31 Etienne picked up at school by Aaron.		
Girls picked up at 4:30 pm back at 7:00pm	GIRLS at other house.	GIRLS at other house.	GIRLS at other house.	CLE picked up by Aaron at school.		

PL00001

JA0160

EXHIBIT 2

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. AARON ROMANO 9041 S. PECOS RD., SUITE 3900 HENDERSON NV 89074 (702) 942-2300		Payer's RTN (optional) 1 Interest income \$ 24122.00	OMB No. 1545-0112 2019 Form 1099-INT	Interest Income
PAYER'S TIN	RECIPIENT'S TIN	2 Early withdrawal penalty \$		Copy C
RECIPIENT'S name, address, ZIP/postal code & country TRACY ROMANO 293 SADDLE RUN STR. HENDERSON NV 89012		3 Interest on U.S. Savings Bonds and Treas. obligations \$		For Payer
		4 Federal income tax withheld	5 Investment expenses	For Privacy Act and Paperwork Reduction Act Notice, see the 2019 General Instructions for Certain Information Returns.
		6 Foreign tax paid	7 Foreign country or U.S. possession	
		8 Tax-exempt interest	9 Specified private activity bond interest	
		10 Market discount	11 Bond premium	
		12 Bond premium on Treasury obligations	13 Bond premium on tax-exempt bond	
Account number (see instructions)	2nd TIN not.	14 Tax-exempt and tax credit bond CUSIP no.	15 State	16 State identification no.
100175562834			NV	
				17 State tax withheld
				\$

Form 1099-INT Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		Payer's RTN (optional) 1 Interest income \$	OMB No. 1545-0112 2019 Form 1099-INT	Interest Income
PAYER'S TIN	RECIPIENT'S TIN	2 Early withdrawal penalty \$		Copy C
RECIPIENT'S name, address, ZIP/postal code & country		3 Interest on U.S. Savings Bonds and Treas. obligations \$		For Payer
		4 Federal income tax withheld	5 Investment expenses	For Privacy Act and Paperwork Reduction Act Notice, see the 2019 General Instructions for Certain Information Returns.
		6 Foreign tax paid	7 Foreign country or U.S. possession	
		8 Tax-exempt interest	9 Specified private activity bond interest	
		10 Market discount	11 Bond premium	
		12 Bond premium on Treasury obligations	13 Bond premium on tax-exempt bond	
Account number (see instructions)	2nd TIN not.	14 Tax-exempt and tax credit bond CUSIP no.	15 State	16 State identification no.
				17 State tax withheld
				\$

Form 1099-INT Department of the Treasury - Internal Revenue Service

BINTPAY NTF 2502701 9 B09INTC

PL00002

JA0162

EXHIBIT 3

Form **1040** Department of the Treasury — Internal Revenue Service (99) **2017** OMB No. 1545-0047 IRS Use Only — Do not write or staple in this space.

For the year Jan. 1 - Dec. 31, 2017, or other tax year beginning 2017, ending 20

Your first name and initial Last name See separate instructions.

Aaron Romano Your social security number ***-**-****

If a joint return, spouse's first name and initial Last name Spouse's social security number ***-**-****

Tracy Romano

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. Make sure the SSN(s) above and on line 6c are correct.

9041 So. Pecos Road, Suite 3900

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

Henderson, NV 89074

Foreign country name Foreign province/state/country Foreign postal code

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status 1 ☐ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 5 ☐ Qualifying widow(er) (see instructions)

2 ☒ Married filing jointly (even if only one had income) 3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ▶

Check only one box.

Exemptions 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a. Boxes checked on 6a and 6b. No. of children on 6c who: 2

b ☒ Spouse. 8

c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) ☒ if child under age 17 qualifying for child tax credit (see instructions) • lived with you • did not live with you due to divorce or separation (see instructions) Dependents on 6c not entered above. Add numbers on lines above. 10

(1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) ☒ if child under age 17 qualifying for child tax credit (see instructions) • lived with you • did not live with you due to divorce or separation (see instructions) Dependents on 6c not entered above. Add numbers on lines above. 10

See Statement 1

If more than four dependents, see instructions and check here. ☒ d Total number of exemptions claimed. 10

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2. 7 166,154.

8a Taxable interest. Attach Schedule B if required. 8a

b Tax-exempt interest. Do not include on line 8a. 8b

9a Ordinary dividends. Attach Schedule D if required. 9a

b Qualified dividends. 9b

10 Taxable refunds, credits, or offsets of state and local income taxes. 10

11 Alimony received. 11

12 Business income or (loss). Attach Schedule C or C-EZ. 12

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here. ☐ 13

14 Other gains or (losses). Attach Form 4797. 14

15a IRA distributions. 15a b Taxable amount. 15b

16a Pensions and annuities. 16a b Taxable amount. 16b

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E. 17 -232,680.

18 Farm income or (loss). Attach Schedule F. 18

19 Unemployment compensation. 19

20a Social security benefits. 20a b Taxable amount. 20b

21 Other income. List type and amount. 21

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income. 22 -66,526.

Adjusted Gross Income 23 Educator expenses. 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ. 24

25 Health savings account deduction. Attach Form 8889. 25

26 Moving expenses. Attach Form 3903. 26

27 Deductible part of self-employment tax. Attach Schedule SE. 27

28 Self-employed SEP, SIMPLE, and qualified plans. 28

29 Self-employed health insurance deduction. 29

30 Penalty on early withdrawal of savings. 30

31a Alimony paid b Recipient's SSN. 31a

32 IRA deduction. 32

33 Student loan interest deduction. 33

34 Tuition and fees. Attach Form 8917. 34

35 Domestic production activities deduction. Attach Form 8903. 35

36 Add lines 23 through 35. 36 0.

37 Subtract line 36 from line 22. This is your adjusted gross income. 37 -66,526.

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2017)

FD-1040 12L 02/22/16

PL00003

JA0164

Form 1040 (2017)		Aaron and Tracy Romano		***-**-****		Page 2
Tax and Credits		38 Amount from line 37 (adjusted gross income).		38	-66,526.	
Standard Deduction for -		39a Check <input type="checkbox"/> You were born before January 2, 1953, <input type="checkbox"/> Blind. Total boxes checked > 39a				
• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.		b If your spouse itemizes on a separate return or you were a dual-status alien, check here > 39b				
• All others:		40 Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	44,904.	
Single or Married filing separately, \$5,350		41 Subtract line 40 from line 38		41	-111,430.	
Married filing jointly or Qualifying widow(er), \$12,700		42 Exemptions. If line 38 is \$155,900 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instrs.		42	40,500.	
Head of household, \$9,350		43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	0.	
		44 Tax (see instructions). Check if any from: a <input type="checkbox"/> Form(s) 8814 c <input type="checkbox"/>				
		b <input type="checkbox"/> Form 4972		44	0.	
		45 Alternative minimum tax (see instructions). Attach Form 6251		45	0.	
		46 Excess advance premium tax credit repayment. Attach Form 8962		46	0.	
		47 Add lines 44, 45, and 46		47	0.	
		48 Foreign tax credit. Attach Form 1116 if required		48		
		49 Credit for child and dependent care expenses. Attach Form 2441		49		
		50 Education credits from Form 8863, line 19		50		
		51 Retirement savings contributions credit. Attach Form 8880		51		
		52 Child tax credit. Attach Schedule 8812, if required		52		
		53 Residential energy credits. Attach Form 5695		53		
		54 Other crs from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>		54		
		55 Add lines 48 through 54. These are your total credits		55		
		56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-		56	0.	
Other Taxes		57 Self-employment tax. Attach Schedule SE		57		
		58 Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919		58		
		59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59		
		60a Household employment taxes from Schedule H		60a		
		b First-time homebuyer credit repayment. Attach Form 5405 if required		60b		
		61 Health care: individual responsibility (see instructions) Full-year coverage <input checked="" type="checkbox"/>		61		
		62 Taxes from: a <input type="checkbox"/> Form 8959 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instrs; enter code(s)		62		
		63 Add lines 56 through 62. This is your total tax		63	0.	
Payments		64 Federal income tax withheld from Forms W-2 and 1099		64	24,198.	
If you have a qualifying child, attach Schedule EIC.		65 2017 estimated tax payments and amount applied from 2016 return		65		
		66a Earned income credit (EIC) No <input type="checkbox"/> 66a				
		b Nonrefundable combat pay credit <input type="checkbox"/> 66b				
		67 Additional child tax credit. Attach Schedule 8812		67	6,000.	
		68 American opportunity credit from Form 8863, line 8		68		
		69 Net premium tax credit. Attach Form 8962		69		
		70 Amount paid with request for extension to file		70		
		71 Excess social security and tier 1 RRTA tax withheld		71		
		72 Credit for federal tax on fuels. Attach Form 4136		72		
		73 Credits from Form: a <input type="checkbox"/> 2439 b <input checked="" type="checkbox"/> Reserved c <input type="checkbox"/> 8835 d <input type="checkbox"/>		73		
		74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments		74	30,198.	
Refund		75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid		75	30,198.	
		76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here. <input type="checkbox"/>		76a	30,198.	
		b Routing number 122400724 c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings				
Direct deposit? See instructions.		d Account number 501013086170				
		77 Amount of line 75 you want applied to your 2018 estimated tax		77		
Amount You Owe		78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions.		78		
		79 Estimated tax penalty (see instructions)		79		
Third Party Designee		Do you want to allow another person to discuss this return with the IRS (see instructions)? <input checked="" type="checkbox"/> Yes. Complete below. <input type="checkbox"/> No				
		Designee's name Justin Snowden, EA Phone no. 702-795-2311 Personal identification number (PIN) 89074				
Sign Here		Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
Joint return? See instructions.		Your signature Date Your occupation Daytime phone number				
Keep a copy for your records.		Spouse's signature. If a joint return, both must sign. Date Spouse's occupation Housewife If the IRS sent you an Identity Protection PIN, enter it here (see inst.)				
Paid Preparer Use Only		Print/Type preparer's name Justin Snowden, EA Preparer's signature Justin Snowden, EA Date Check <input type="checkbox"/> self-employed PTIN P01700137				
		Firm's name Grimmett & Company Firm's EIN 86-0868465				
		Firm's address 1701 Green Valley Pkwy Bldg 9 Ste C Henderson, NV 89074 Phone no. 702-795-2311				
		FDIA011Z 02/22/18 Form 1040 (2017)				

PL00004

JA0165

SCHEDULE A
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

Go to www.irs.gov/ScheduleA for instructions and the latest information.
Attach to Form 1040.

Caution: If you are claiming a not qualified disaster loss on Form 4684, see the instructions for line 28.

OMB No. 1545-0074

2017

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Aaron and Tracy Romano

Your social security number
-**-*

Medical and Dental Expenses	Caution: Do not include expenses reimbursed or paid by others.		
1	Medical and dental expenses (see instructions)	1	
2	Enter amount from Form 1040, line 38	2	
3	Multiply line 2 by 7.5% (0.075)	3	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	0.
Taxes You Paid	5 State and local (check only one box):		
a	<input type="checkbox"/> Income taxes, or	5	468.
b	<input checked="" type="checkbox"/> General sales taxes	6	7,944.
6	Real estate taxes (see instructions)	7	
7	Personal property taxes	8	
8	Other taxes. List type and amount		
9	Add lines 5 through 8	9	8,412.
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098	10	35,842.
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	11	
Note:	Your mortgage interest deduction may be limited (see instructions).		
12	Points not reported to you on Form 1098. See instructions for special rules	12	
13	Mortgage insurance premiums (see instructions)	13	
14	Investment interest. Attach Form 4952 if required. See instructions	14	
15	Add lines 10 through 14	15	35,842.
Gifts to Charity	16 Gifts by cash or check. If you made a gift of \$250 or more, see instructions	16	7,700.
If you made a gift and got a benefit for it, see instructions.	17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
18	Carryover from prior year	18	
19	Add lines 16 through 18	19	7,700.
Casualty and Theft Losses	20 Casually or theft loss(es) other than net qualified disaster losses. Attach Form 4684 and enter the amount from line 18 of that form. See instructions	20	0.
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. See instructions	21	
22	Tax preparation fees	22	650.
23	Other expenses—investment, safe deposit box, etc. List type and amount	23	
24	Add lines 21 through 23	24	650.
25	Enter amount from Form 1040, line 38	25	-66,526.
26	Multiply line 25 by 2% (0.02)	26	
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	650.
Other Miscellaneous Deductions	28 Other—from list in instructions. List type and amount	28	0.
Total Itemized Deductions	29 Is Form 1040, line 38, over \$156,000? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter. 30 If you elect to itemize deductions even though they are less than your standard deduction, check here	29	44,904.

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 1040.

FDIA0301L 02/22/18

Schedule A (Form 1040) 2017

PL00005

JA0166

Name(s) shown on return. Do not enter name and social security number if shown on Page 1.

Your social security number

Aaron and Tracy Romano

-**-*

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note: If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See instructions.

- 27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. ☐ Yes ☒ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	UDEED LLC	S		84-1685798	
B					
C					
D					

Passive Income and Loss		Nonpassive Income and Loss	
(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562
A		232,680.	
B			
C			
D			
29a Totals		232,680.	
b Totals		232,680.	
30 Add columns (g) and (i) of line 29a			30
31 Add columns (f), (h), and (i) of line 29b			31
32 Total partnership and S corporation income or (loss). Combine lines 30 and 31. Enter the result here and include in the total on line 41 below			32

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer ID no.
A		
B		

Passive Income and Loss		Nonpassive Income and Loss	
(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A			
B			
34a Totals			
b Totals			
35 Add columns (d) and (f) of line 34a			35
36 Add columns (c) and (e) of line 34b			36
37 Total estate and trust income or (loss). Combine lines 35 and 36. Enter the result here and include in the total on line 41 below			37

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) — Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see instructions)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b
39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below				39

Part V Summary

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	Total income or (loss). Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18	41	-232,680.
42	Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code V; and Schedule K-1 (Form 1041), box 14, code F (see instructions)	42	
43	Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

EXHIBIT 4

Form 1040 Department of the Treasury — Internal Revenue Service (99)		U.S. Individual Income Tax Return 2018	OMB No. 1545-0074 IRS Use Only — Do not write or staple in this space
Filing status: <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married filing jointly <input type="checkbox"/> Married filing separately <input type="checkbox"/> Head of household <input type="checkbox"/> Qualifying widow(er)			
Your first name and initial Aaron Romano		Last name Romano	
Your standard deduction: <input type="checkbox"/> Someone can claim you as a dependent <input type="checkbox"/> You were born before January 2, 1954 <input type="checkbox"/> You are blind		Your social security number ***-**-****	
If joint return, spouse's first name and initial Tracy Romano		Spouse's social security number ***-**-****	
Spouse standard deduction: <input type="checkbox"/> Someone can claim your spouse as a dependent <input type="checkbox"/> Spouse was born before January 2, 1954 <input checked="" type="checkbox"/> Full-year health care coverage or exempt (see inst.)		<input type="checkbox"/> Spouse is blind <input type="checkbox"/> Spouse itemizes on a separate return or you were dual-status alien	
Home address (number and street). If you have a P.O. box, see instructions. 9041 So. Pecos Road, Suite 3900		Apt. no. _____ Presidential Election Campaign (see inst.) <input type="checkbox"/> You <input type="checkbox"/> Spouse	
City, town or post office, state, and ZIP code. If you have a foreign address, attach Schedule G. Henderson, NV 89074		If more than four dependents, see inst. and ✓ here <input checked="" type="checkbox"/>	
Dependents (see instructions):			
(1) First name Last name		(2) Social security number	
(3) Relationship to you		(4) ✓ if qualifies for (see inst.): Child tax credit Credit for other dependents	
See Statement 1			
Sign Here Joint return? See instructions. Keep a copy for your records.			
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		Your signature _____ Date _____ Your occupation Sales	
Spouse's signature, if a joint return, both must sign. _____ Date _____ Spouse's occupation Homemaker		If the IRS sent you an Identity Protection PIN, enter it here (see inst.) If the IRS sent you an Identity Protection PIN, enter it here (see inst.)	
Preparer's name Justin Snowden, EA Preparer's signature Justin Snowden, EA PTIN P01700137 Firm's EIN 86-0868465		Check if: <input checked="" type="checkbox"/> Joint Preparer Designee <input type="checkbox"/> Self-employed	
Firm's name Grimmett & Company Phone no. 702-795-2311			
Firm's address 1701 Green Valley Pkwy Bldg 9 Ste C Henderson, NV 89074			
BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. FD/A011ZL 01/08/19 Form 1040 (2018)			
Page 2			
Attach Form(s) W-2. Also attach Form(s) W-2G and 1099-R if tax was withheld.			
1 Wages, salaries, tips, etc. Attach Form(s) W-2		1 180,000	
2a Tax-exempt interest		2b Taxable interest	
3a Qualified dividends		3b Ordinary dividends	
4a IRAs, pensions, and annuities		4b Taxable amount	
5a Social security benefits		5b Taxable amount	
6 Total income. Add lines 1 through 5. Add any amount from Schedule 1, line 22		6 168,776	
7 Adjusted gross income. If you have no adjustments to income, enter the amount from line 6; otherwise, subtract Schedule 1, line 36, from line 5.		7 348,776	
8 Standard deduction or itemized deductions (from Schedule A).		8 61,988	
9 Qualified business income deduction (see instructions).		9 47,060	
10 Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-		10 239,728	
11 a Tax (see inst.) 46,114. (check if any from: 1 <input type="checkbox"/> Form(s) 8814 2 <input type="checkbox"/> Form 4972 3 <input type="checkbox"/>) b Add any amount from Schedule 2 and check here		11 46,114	
12 a Child tax credit/credit for other dependents 14,500. b Add any amount from Schedule 3 and check here		12 14,500	
13 Subtract line 12 from line 11. If zero or less, enter -0-		13 31,614	
14 Other taxes. Attach Schedule 4.		14	
15 Total tax. Add lines 13 and 14.		15 31,614	
16 Federal income tax withheld from Forms W-2 and 1099.		16 21,986	
17 Refundable credits: a EIC (see inst.) b Sch. 8812 c Form 8863 d Add any amount from Schedule 5 3,199.		17 3,199	
18 Add lines 16 and 17. These are your total payments		18 25,185	
Refund 19 If line 18 is more than line 15, subtract line 15 from line 18. This is the amount you overpaid		19	
20a Amount of line 19 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/> b Routing number c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings d Account number		20a	
21 Amount of line 19 you want applied to your 2019 estimated tax		21	
Amount You Owe 22 Amount you owe. Subtract line 18 from line 15. For details on how to pay, see instructions.		22 6,429	
23 Estimated tax penalty (see instructions)		23	

Go to www.irs.gov/Form1040 for instructions and the latest information.

SCHEDULE 1
(Form 1040)

Department of the Treasury
Internal Revenue Service

Additional Income and Adjustments to Income

► Attach to Form 1040.
► Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. 01

Name(s) shown on Form 1040

Aaron and Tracy Romano

Your social security number
*****-**-****

Additional Income	1-9b	Reserved	1-9b	
	10	Taxable refunds, credits, or offsets of state and local income taxes	10	
	11	Alimony received	11	
	12	Business income or (loss). Attach Schedule C or C-EZ	12	
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>	13	
	14	Other gains or (losses). Attach Form 4797	14	
	15a	Reserved	15b	
	16a	Reserved	16b	
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	235,302.
	18	Farm income or (loss). Attach Schedule F	18	
	19	Unemployment compensation	19	
	20a	Reserved	20b	
	21	Other income. List type and amount <u>NOI</u> See <u>Stm 2</u>	21	-66,526.
	22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23	22	168,776.
Adjustments to Income	23	Educator expenses	23	
	24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	24	
	25	Health savings account deduction. Attach Form 8889	25	
	26	Moving expenses for members of the Armed Forces. Attach Form 3903	26	
	27	Deductible part of self-employment tax. Attach Schedule SE	27	
	28	Self-employed SEP, SIMPLE, and qualified plans	28	
	29	Self-employed health insurance deduction	29	
	30	Penalty on early withdrawal of savings	30	
	31a	Alimony paid b Recipient's SSN	31a	
	32	IRA deduction	32	
	33	Student loan interest deduction	33	
	34	Reserved	34	
	35	Reserved	35	
	36	Add lines 23 through 35	36	0.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040) 2018

SCHEDULE 5
(Form 1040)

Department of the Treasury
Internal Revenue Service

Other Payments and Refundable Credits

▶ Attach to Form 1040.
▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. 05

Name(s) shown on Form 1040

Aaron and Tracy Romano

Your social security number

Other Payments and Refundable Credits	65	Reserved	65	
	66	2018 estimated tax payments and amount applied from 2017 return	66	
	67a	Reserved	67a	
	b	Reserved	67b	
	68-69	Reserved	68-69	
	70	Net premium tax credit. Attach Form 8962	70	
	71	Amount paid with request for extension to file (see instructions)	71	
	72	Excess social security and tier 1 RRTA tax withheld	72	3,199.
	73	Credit for federal tax on fuels. Attach Form 4136	73	
	74	Credits from Form: a <input type="checkbox"/> 2439 b <input checked="" type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	74	
	75	Add the amounts in the far right column. These are your total other payments and refundable credits. Enter here and include on Form 1040, line 17	75	3,199.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 5 (Form 1040) 2018

DO NOT MAIL

SCHEDULE A
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

Go to www.irs.gov/ScheduleA for instructions and the latest information.
Attach to Form 1040.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 16.

OMB No. 1545-0074

2018

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Aaron and Tracy Romano

Your social security number

-**-*

Medical and Dental Expenses	Caution: Do not include expenses reimbursed or paid by others.				
	1 Medical and dental expenses (see instructions)	1			
	2 Enter amount from Form 1040, line 7. 2	2			
	3 Multiply line 2 by 7.5% (0.075)	3			
4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			0.	
Taxes You Paid	5 State and local taxes.				
	a State and local income taxes or general sales taxes. You may include either income taxes or general sales taxes on line 5a, but not both. If you elect to include general sales taxes instead of income taxes, check this box. <input checked="" type="checkbox"/>	5a	2,805.		
	b State and local real estate taxes (see instructions)	5b	8,585.		
	c State and local personal property taxes	5c			
	d Add lines 5a through 5c	5d	11,390.		
	e Enter the smaller of line 5d or \$10,000 (\$5,000 if married filing separately)	5e	10,000.		
	6 Other taxes. List type and amount:	6			
7 Add lines 5e and 6	7			10,000.	
Interest You Paid Caution: Your mortgage interest deduction may be limited (see instructions).	8 Home mortgage interest and points. If you didn't use all of your home mortgage loan(s) to buy, build, or improve your home, see instructions and check this box. <input type="checkbox"/>				
	a Home mortgage interest and points reported to you on Form 1098		38,413.		
	b Home mortgage interest not reported to you on Form 1098, paid to the person from whom you bought the home. See instructions and show that person's name, identifying No., and address:				
c Points not reported to you on Form 1098. See instructions for special rules.	8c				
d Reserved	8d				
e Add lines 8a through 8c	8e	38,413.			
9 Investment interest. Attach Form 4952 if required. See instructions.	9				
10 Add lines 8e and 9	10			38,413.	
Gifts to Charity	11 Gifts by cash or check. If you made any gift of \$250 or more, see instructions.	11	5,875.		
	12 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500.	12			
	13 Carryover from prior year	13	7,700.		
	14 Add lines 11 through 13	14			13,575.
Casualty and Theft Losses	15 Casualty and theft loss(es) from a federally declared disaster (other than net qualified disaster losses). Attach Form 4684 and enter the amount from line 18 of that form. See instructions.	15			0.
	16 Other—from list in instructions. List type and amount:	16			0.
Total Itemized Deductions	17 Add the amounts in the far right column for lines 4 through 16. Also, enter this amount on Form 1040, line 8.	17			61,988.
	18 If you elect to itemize deductions even though they are less than your standard deduction, check here. <input type="checkbox"/>				

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 1040.

FD-90301L 11/29/18

Schedule A (Form 1040) 2018

PL00010

JA0172

Name(s) shown on return. Do not enter name and social security number if shown on Page 1.

Your social security number

Aaron and Tracy Romano

*****-****

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part I Income or Loss From Partnerships and S Corporations

Note: If you report a loss, receive a distribution, dispose of stock, or receive a loan repayment from an S corporation, you must check the box in column (e) on line 28 and attach the required basis computation. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (f) on line 28 and attach Form 6198 (see instructions).

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. ☐ Yes ☒ No

	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if basis computation is required	(f) Check if any amount is not at risk
A	AUDEED LLC	S		84-1685798		
B						
C						
D						

Passive Income and Loss			Nonpassive Income and Loss		
	(g) Passive loss allowed (attach Form 8582 if required)	(h) Passive income from Schedule K-1	(i) Nonpassive loss from Schedule K-1	(j) Section 179 expense deduction from Form 4562	(k) Nonpassive income from Schedule K-1
A					235,302.
B					
C					
D					
29a Totals					235,302.
b Totals					
30 Add columns (h) and (i) of line 29a				30	235,302.
31 Add columns (g), (i), and (j) of line 29b				31	
32 Total partnership and S corporation income or (loss). Combine lines 30 and 31				32	235,302.

Part II Income or Loss From Estates and Trusts

33	(b) Name			(b) Employer ID no.
A				
B				
Passive income and loss		Nonpassive income and loss		
(c) Passive deduction or loss allowed (attach Form 8582 if required)		(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A				
B				
34 a Totals				
b Totals				
35 Add columns (d) and (f) of line 34a			35	
36 Add columns (c) and (e) of line 34b			36	
37 Total estate and trust income or (loss). Combine lines 35 and 36			37	

Part III Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) — Residual Holder

	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see instructions)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b
38					
39 Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below				39	

Part IV Summary

40 Net farm rental income or (loss) from Form 4835. Also, complete line 42 below (Form 1040), line 17, or Form 1040NR, line 18	40	
41 Total income or (loss). Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Schedule 1	41	235,302.
42 Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code AC; and Schedule K-1 (Form 1041), box 14, code F (see instructions)	42	
43 Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

BAA

FD/2302L 02/15/19

Schedule E (Form 1040) 2018

PL00011

JA0173

EXHIBIT 5

MLAW Child Support Calculator

Calculation Results:

Aaron

Monthly Support Owed: \$2,971.81

Adj Support: \$4,534.28

Calc Support: \$4,858.28

Rate Brackets:

0.28 at 6000 = 1680

0.14 at 4000 = 560

0.07 of 37404 = 2618.28

Obligees: 4

Offsets:

\$-324.00 Health ins paid, 50%

Tracy

Monthly Support Owed: \$0.00

Adj Support: \$1,562.47

Calc Support: \$1,562.47

Rate Brackets:

0.26 at 6000 = 1560

0.13 of 19 = 2.47

Obligees: 3

[← Return to Parent Info](#)

Disclaimer

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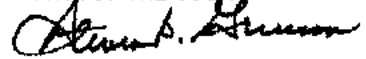
PL00012

JA0175

GFDF

THRONE & HAUSER
Dawn R. Throne, Esq.
Nevada Bar No. 006145
1070 W. Horizon Ridge Pkwy #100
Henderson, Nevada 89012
(702) 800-3580
dawn@thronehauser.com
Attorney for Plaintiff

Electronically Filed
2/28/2020 2:03 PM
Steven D. Grierson
CLERK OF THE COURT



District Court, Family Division
Clark County, Nevada

AARON ROMANO Plaintiff, vs. TRACY ROMANO Defendant.	Case No.: <u>D-16-543114-D</u> Dept. No.: <u>C</u>
---	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Aaron A. Romano
2. How old are you? 49
3. What is your date of birth? 3/3/1970
4. What is your highest level of education? College

B. Employment Information:

1. Are you currently employed/self-employed? (*mark one*)

☐ No
☒ Yes

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
8/1997	UDEED	CEO	Mon- Fri	7:30 a.m.-5:00 p.m.

2. Are you disabled? (*mark one*)

☒ No
☐ Yes

If yes, what is the level of your disability? _____
What agency certified you disabled? _____
What is the nature of your disability? _____

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

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____
Reason for leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 2/15/2020 my gross year to date pay is \$27,692.32

B. Determine your Gross Monthly Income.

Hourly Wage

	X		=	\$0.00	X	52 weeks	=	\$0.00	÷	12 Months	=	\$0.00
Hourly wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

\$180,000.00	÷	12 Months	=	\$15,000.00
Annual Income				Gross Monthly Income

C. Other Sources of Income

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income:			
Bonuses:			
Car, Housing, or Other Allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay:			
Pension/Retirement Pay:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support:			
Child Support:			
Workman's Compensation:			
Other:			
Total Average Other Income Received			\$0.00
Total Average Gross Monthly Income (add totals from B and C above)			\$15,000.00

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (Automatically deducted from paycheck):	
2.	Federal Health Savings Plan:	
3.	Federal Income Tax:	\$2,772.62
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	\$0.00
5.	Life, Disability, or Other Insurance Premiums:	
6.	Medicare:	\$217.49
7.	Retirement, Pension, IRA, or 401(k):	
8.	Savings:	
9.	Social Security:	\$930.00
10.	Union Dues:	
11.	Other (Type of Deduction):	
Total Monthly Deductions:		\$3,920.11

Business/Self-Employment Income and Expense Schedule**A. Business Income:**

What is your average gross (pre-tax) monthly income/revenue from self employment or businesses?
\$265,581.86

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising/Political Contributions	Annually	\$31,087.69	\$2,590.64
Bad Debt Expense	Annually	\$24,790.00	\$2,065.83
Bank Fees	Annually	\$3,296.68	\$274.72
Building Repairs and maintenance	Annually	\$399.83	\$33.32
Business License & Fees	Annually	\$9,374.45	\$781.20
Client Gifts	Annually	\$353.86	\$29.49
Computer Equipment	Annually	\$2,159.37	\$179.95
Corporate Fax	Annually	\$923.40	\$76.95
Credit Card Fees	Annually	\$22,939.34	\$1,911.61
Due & Subscription	Annually	\$480.00	\$40.00
Insurance	Annually	\$174,317.29	\$14,526.44
Other: TOTAL Page 2			\$210,668.13
Total Average Business Expenses:			\$233,178.28

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support	\$2,000.00		X	
Auto Insurance	\$155.00			
Car Loan/Lease Payment	\$980.00			
Cell Phone	\$365.00			
Child Support (not deducted from pay)	\$5,121.00		X	
Clothing, Shoes, Etc. . .	\$75.00			
Credit Card Payments (minimum due)	\$3,000.00			
Dry Cleaning	\$50.00			
Electric	\$140.00			
Food (groceries & restaurants)	\$1,400.00			
Fuel	\$500.00			
Gas (for home)				
Health Insurance (if not deducted from pay)				
HOA	\$225.00			
Home Insurance (if not included in mortgage)	\$125.00			
Home Phone				
Internet/Cable & Phone	\$179.00			
Lawn Care	\$150.00			
Membership Fees				
Mortgage/Rent/Lease	\$3,959.00			
Pest Control	\$65.00			
Pets	\$125.00			
Pool Service				
Property Taxes (if not included in mortgage)	\$868.00			
Security	\$65.00			
Sewer	\$21.00			
children's expenses	\$950.00			
Unreimbursed Medical Expense				
Water	\$145.00			
Equalizing Note	\$9,013.10		X	
Total Monthly Expenses	\$29,676.10			

Household Information

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

	Child's Name	Child's DOB	With whom is the child living?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1.	Julian Romano	2/27/20	Aaron	Yes	No
2.	Mirabella Romano	3/23/05	Aaron	Yes	No
3.	Etienne Romano	4/9/09	Aaron	Yes	No
4.	Celeste Romano	7/16/11	Mom	Yes	No

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing	\$50.00	\$50.00	\$50.00	
Education				
Entertainment				
Extracurricular & Sports		\$300.00	\$300.00	
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Cost				
Unreimbursed Medical Expenses				
Vehicle	\$200.00			
Other:				
Total Monthly Expenses	\$250.00	\$350.00	\$350.00	\$0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of 18. If more than four adult household members, attach a separate sheet.

Name	Age	Person's Relationship to You (i.e., sister, friend, cousin, etc.)	Monthly Contribution
Annie Romano	19	Daughter	\$1,100.00

Personal Asset and Debt Chart

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

No.	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.							
2.							
3.							
4.							
5.			-		=	\$0.00	
6.			-		=	\$0.00	
7.			-		=	\$0.00	
8.			-		=	\$0.00	
9.			-		=	\$0.00	
10.			-		=	\$0.00	
11.			-		=	\$0.00	
12.			-		=	\$0.00	
13.			-		=	\$0.00	
14.			-		=	\$0.00	
15.			-		=	\$0.00	
TOTAL VALUE OF ASSETS		\$0.00	-	\$0.00	=	\$0.00	

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

No.	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.			
2.			
3.			
4.			
5.			
TOTAL UNSECURED DEBT		\$0.00	

CERTIFICATION

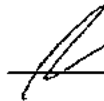
Attorney Information: Complete the following sentences:

1. I have retained an attorney for this case.
2. As of today's date, the attorney has been paid a total of \$4,150.00 on my behalf.
3. I have a credit with my attorney has been paid in the amount of 0
4. I currently owe my attorney a total of 0
5. I owe my prior attorney a total of 0

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



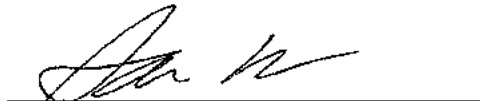
I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be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



I have attached a copy of my three most recent pay stubs to this form.

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

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


Signature

2-28-2020
Date

X:\Remcom, Aaron\Holding\Draft\General-FDF-self-calculating- Aaron.wpd

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the THRONE & HAUSER and that on this 28th day of February, 2020, I caused the above and foregoing **GENERAL FINANCIAL**

DISCLOSURE FORM, to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ by hand delivery with signed Receipt of Copy.

To the litigant(s) listed below at the address, e-mail address, and/or facsimile number indicated below:

Andrew J. Kynaston, Esq.
Service@kainenlawgroup.com
Andrew@kainenlawgroup.com
Carol@kainenlawgroup.com
Attorney for Defendant


An Employee of the THRONE & HAUSER

Smartdeeds LLC
9041 S. Pecos Rd. Suite 3900
Henderson NV 89074

Pay Stub Detail
PAY DATE: 02/21/2020
NET PAY: \$5,113.79

Aaron A. Romano
766 Lanni Ct
Henderson NV 89012

EMPLOYER
Smartdeeds LLC
9041 S. Pecos Rd. Suite 3900
Henderson NV 89074

PAY PERIOD
Period Beginning: 02/02/2020
Period Ending: 02/15/2020
Pay Date: 02/21/2020

EMPLOYEE
Aaron A. Romano
766 Lanni Ct
Henderson NV 89012

NET PAY: \$5,113.79
Acct#...0499: \$5,113.79

MEMO:

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Salary	-	-	6,923.08	27,692.32

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
-------------------	----------------	------------

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	1,279.67	5,118.68
Social Security	429.23	1,716.92
Medicare	100.39	401.54

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$6,923.08	\$27,692.32
Taxes	\$1,809.29	\$7,237.14
Deductions	\$0.00	\$0.00

Net Pay \$5,113.79

JA0184

Smartdeeds LLC
9041 S. Pecos Rd. Suite 3900
Henderson NV 89074

Pay Stub Detail
PAY DATE: 02/07/2020
NET PAY: \$5,113.80

Aaron A. Romano
766 Lanni Ct
Henderson NV 89012

EMPLOYER
Smartdeeds LLC
9041 S. Pecos Rd. Suite 3900
Henderson NV 89074

PAY PERIOD
Period Beginning: 01/19/2020
Period Ending: 02/01/2020
Pay Date: 02/07/2020

EMPLOYEE
Aaron A. Romano
766 Lanni Ct
Henderson NV 89012

NET PAY: \$5,113.80
Acct#....0499: \$5,113.80

MEMO:

PAY	Hours	Rate	Current	YTD
Salary	-	-	6,923.08	20,769.24

DEDUCTIONS	Current	YTD
-------------------	----------------	------------

TAXES	Current	YTD
Federal Income Tax	1,279.67	3,839.01
Social Security	429.23	1,287.69
Medicare	100.38	301.15

SUMMARY	Current	YTD
Total Pay	\$6,923.08	\$20,769.24
Taxes	\$1,809.28	\$5,427.85
Deductions	\$0.00	\$0.00

Net Pay \$5,113.80

JA0185

Smartdeeds LLC
9041 S. Pecos Rd. Suite 3900
Henderson NV 89074

Pay Stub Detail
PAY DATE: 01/24/2020
NET PAY: \$5,113.79

Aaron A. Romano
766 Lanni Ct
Henderson NV 89012

EMPLOYER
Smartdeeds LLC
9041 S. Pecos Rd. Suite 3900
Henderson NV 89074

PAY PERIOD
Period Beginning: 01/05/2020
Period Ending: 01/18/2020
Pay Date: 01/24/2020

EMPLOYEE
Aaron A. Romano
766 Lanni Ct
Henderson NV 89012

NET PAY: \$5,113.79
Acct#...0499: \$5,113.79

MEMO:

PAY	Hours	Rate	Current	YTD
Salary	-	-	6,923.08	13,846.16

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
Federal Income Tax	1,279.67	2,559.34
Social Security	429.23	858.46
Medicare	100.39	200.77

SUMMARY	Current	YTD
Total Pay	\$6,923.08	\$13,846.16
Taxes	\$1,809.29	\$3,618.57
Deductions	\$0.00	\$0.00

Net Pay **\$5,113.79**



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11 service@kainenlawgroup.com
12 Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

10 AARON ROMANO,
11 Plaintiff,

12 vs.

13 TRACY ROMANO,
14 Defendant.

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

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

15 **DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO**
16 **CONFIRM DE FACTO PHYSICAL CUSTODY ARRANGEMENT**
17 **OF CHILDREN, TO MODIFY CHILD SUPPORT**
18 **AND FOR ATTORNEY'S FEES AND COSTS**
19 **AND**
20 **DEFENDANT'S COUNTERMOTION TO MODIFY ALIMONY;**
21 **ENFORCE PROVISIONS OF THE PARTIES' MARITAL**
22 **SETTLEMENT AGREEMENT;**
23 **AND FOR ATTORNEY'S FEES AND COSTS**

24 COMES NOW, Defendant, TRACY ROMANO, by and through her
25 attorney, ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP,
26 PLLC, and submits her *Opposition to Plaintiff's Motion to Confirm De Facto Physical*
27 *Custody Arrangement of Children, To Modify Child Support and for Attorney's Fees and*
28 *Costs, and her Countermotion to Modify Alimony; Enforce Provisions of the Parties'*
Marital Settlement Agreement; and for Attorney's Fees and Costs in being required to
respond to Plaintiff's unwarranted Motion.

27 ...

28 ...

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1 This Opposition and Countermotion are made and based upon the papers and
2 pleadings on file here, the Points and Authorities, the Appendix of Exhibits, and such oral
3 argument as will be presented at the time of the hearing in this matter.

4 DATED this 20 day of March, 2020.

5 KAINEN LAW GROUP, PLLC

6 By: 
7

8 ANDREW L. KYNASTON, ESQ.

9 Nevada Bar No. 8147

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Defendant

10 I.

11 **POINTS AND AUTHORITIES**

12 **NRS 125C.0045 provides in relevant part:**

13 1. In any action for determining the custody of a minor child, the court may,
14 except as otherwise provided in this section and NRS 125C.0601 to
15 125C.0693, inclusive, and chapter 130 of NRS:

16 (a) During the pendency of the action, at the final hearing or at any
17 time thereafter during the minority of the child, make such an order for the
18 custody, care, education, maintenance and support of the minor child as
19 appears in his or her best interest; and

(b) At any time modify or vacate its order, even if custody was
determined pursuant to an action for divorce and the divorce was obtained
by default without an appearance in the action by one of the parties.

The party seeking such an order shall submit to the jurisdiction of the court
for the purposes of this subsection. The court may make such an order upon
the application of one of the parties or the legal guardian of the minor.

20 2. Any order for joint custody may be modified or terminated by the court
21 upon the petition of one or both parents or on the court's own motion if it
22 is shown that the best interest of the child requires the modification or
23 termination. The court shall state in its decision the reasons for the order of
24 modification or termination if either parent opposes it.

25 **NRS 125C.0025 provides:**

26 1. When a court is making a determination regarding the physical custody
27 of a child, there is preference that joint physical custody would be in the
28 best interest of a minor child if:

(a) The parents have agreed to an award of joint physical custody or so
agree in open court at a hearing for the purpose of determining the physical
custody of the minor child; or

(b) A parent has demonstrated, or has attempted to demonstrate but has had
his or her efforts frustrated by the other parent, an intent to establish a
meaningful relationship with the minor child.

2. For assistance in determining whether an award of joint physical custody is appropriate, the court may direct that an investigation be conducted.

NAC 425.170 provides:

1. Except as otherwise authorized by law or this chapter, after a court has established a child support obligation, any subsequent modification or adjustment of the child support obligation must be based upon a change in circumstances.

2. The receipt of public assistance by a child or an obligee constitutes a change in circumstances that will allow the review, if appropriate, modification of the child support obligation in accordance with the child support guidelines in effect at the time of the review.

3. The adoption of or any revisions to this chapter must not, in and of itself, be considered a change in circumstances sufficient to justify the modification of any existing order or money judgment.

NRS 18.010 states:

1. The compensation of an attorney and counselor for his or her services is governed by agreement, express or implied, which is not restrained by law.

2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

(a) When the prevailing party has not recovered more than \$20,000; or

(b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

3. In awarding attorney's fees, the court may pronounce its decision on the fees at the conclusion of the trial or special proceeding without written motion and with or without presentation of additional evidence.

4. Subsections 2 and 3 do not apply to any action arising out of a written instrument or agreement which entitles the prevailing party to an award of reasonable attorney's fees.

II.

STATEMENT OF FACTS

Defendant, TRACY ROMANO (hereinafter "Mother"), and Plaintiff, AARON ROMANO (hereinafter "Father"), were married for over twenty-four (24) years.

They are the parents of ten (10) children, six (6) of whom are still minors, to wit:

1 MIRABELLA ROMANO, born March 23, 2005, who will be age 15 by the time of the
2 hearing; ETIENNE ROMANO, born April 9, 2009, who will be age 11 at the time of the
3 hearing; CELESTE ROMANO, born July 16, 2011, age 8; twins ESTELLE ROMANO
4 and LISETTE ROMANO, born July 10, 2014, age 5; and EMMELINE ROMANO, born
5 July 6, 2017, age 2. Their son, JULIAN ROMANO, born February 27, 2002, just
6 recently turned 18, and will be graduating high school in May becoming an emancipated
7 adult. The parties' three (3) other adult children are Devan Romano, age 25; Riley
8 Romano, age 21; and Annie Romano, age 20.

9 The parties finalized their divorce just over eight (8) months ago on June 12,
10 2019, following nearly three years of litigation,¹ during which period their youngest child
11 Emmeline was born. At the time of the parties' divorce, and after many months of
12 litigation and negotiations regarding a comprehensive parenting plan, which was
13 memorialized in an Order Resolving Parent/Child Issues (hereinafter "Parenting Plan"),
14 and finally, a long day of private mediation on June 5, 2019, the parties were able to
15 reach a global resolution of all remaining issues in their case, including all financial
16 issues. Thereafter, a comprehensive Marital Settlement Agreement ("MSA") was
17 reached, which incorporated the Parenting Agreement. The Decree of Divorce was then
18 prepared, submitted and entered by the Court on June 12, 2019.

19 III.

20 ARGUMENT

21 Just over eight (8) months after the parties' finalized their divorce, Father
22 is seeking an unwarranted modification of child custody and a review of the child support
23 orders. His requests in the regard are not brought in good faith, run contrary to the best
24 interests of the children and the express provisions of the parties' Parenting Agreement
25 and MSA. His motion is clearly calculated to try to improperly bypass the clearly stated
26

27 ¹ Plaintiff filed the Complaint for Divorce on November 29, 2016, after the parties had already
28 been engaged in months of negotiations, and just after Mother became pregnant with
Emmeline.

1 provisions established by NAC 425.170 preventing review of already established child
2 support orders under the new guidelines, based solely on the fact of the revisions to the
3 child support guidelines, "in and of itself." Father is trying to fabricate a "change in
4 circumstances" where none exists, and where everything since the time of the parties'
5 divorce eight months ago remains wholly consistent with the express terms of the parties'
6 agreements reached and memorialized at the time of their divorce. Father is trying to use
7 the new child support guidelines as a sword to deprive Mother and the children of much
8 needed child support in the amount negotiated and agreed upon just a few short months
9 ago as part of an integral global settlement of this case.

10 **A. There is no changed circumstances to warrant a modification of custody**

11 In his Motion, Father alleges that a review and modifications of the child
12 custody provisions are warranted because three of the parties' older children (Julian,
13 Mirabella, and Etienne) have been spending the majority of their time residing in Father's
14 home, while the four youngest children have been residing primarily in Mother's home.
15 However, the fact of the matter is that this custodial arrangement was wholly anticipated
16 by the parties when they stipulated to joint legal and joint physical custody of their minor
17 children and entered into their Parenting Agreement. This fact and mutual understanding
18 is evident in the language of their Parenting Agreement, which provides in Section 2.1:

19 The parties' large family is uniquely situated because of the wide range of
20 ages of the children and each child's unique needs and progressing stages
21 of development. Specifically, because they have seven minor children
22 ranging in age from their 17-year-old child, down through their young
23 daughter who is presently being nursed by TRACY, and virtually every
other stage of development in between, that a "one-size-fits-all custodial
schedule" for all of the children would be wholly unworkable for their
family's unique situation. (Page 7, lines 21-26 & page 8, lines 1-2 of the
Parenting Agreement).

24 The Parenting Agreement further provides in Section 2.2 that "both parties shall use their
25 best efforts to be flexible and accommodating in the practical application of the custodial
26 timeshare based upon the individual needs of each child..." (Page 8, lines 4-7 of the
27 Parenting Agreement). The Parenting Agreement then goes on to provide quite detailed
28 ...

1 provisions relating to teenage discretion for the older children, and the various schedules
2 for each of the children based upon the parties' uniquely situated family.

3 For example, Section 2.3 permitted full teenage discretion to Julian who was
4 17 at the time and preparing to start his second year of classes at the College of Southern
5 Nevada.² Section 2.4 established a unique schedule and provisions for Mirabella also
6 including some level of teenage discretion to her. Furthermore, because of a history of
7 a strained relationship between Mother and Mirabella due to the parties' marital problems
8 and Father's past alienating behaviors, the Parenting Agreement includes specific
9 provisions regarding Father's obligation to encourage Mirabella to maintain frequent and
10 regular contacts with Mother, while acknowledging that Mirabella would likely elect to
11 spend the majority of her time in Father's home. The parties' agreement further
12 provided that Mirabella and Mother would benefit from joint participation in counseling
13 to improve their relationship, hoping and anticipating an increase over time in the amount
14 of time Mirabella would spend with Mother.³ Regarding Etienne, Section 2.5 of the MSA
15 established a schedule for him as well, which has generally been followed by the parties
16 since the time of the divorce.⁴ It is absolutely false when Father claims in his Motion that
17 he has the three older children in his custody 100% of the time.

18 . . .

19
20 ² He's in an early college program through Nevada State High School.

21 ³ Father has done very little in this regard since the parties' divorce. Mother has been making
22 good faith efforts to reach out to Mirabella, inviting her to lunch or to go shopping, and to
23 spend time together. Father has not done anything to encourage Mirabella, nor has any effort
24 been made to engage in counseling, which Mother still wants to do with her. For more than
25 a year, the only opportunity Father has given to Mother to see Mirabella has been a few
minutes during some of the custody exchanges for the younger children. Father has refused
to comply with the provisions of the Parenting Agreement relating to Mirabella, and has even
encouraged her to block Mother on her phone.

26 ⁴ Mother and Etienne have a great relationship. The primary reason that Etienne prefers to
27 stay at Father's house much of the time is because Father provides him with lots of video games
and doesn't require him to do much in the way of chores. Inexplicably, Father has blocked
28 Mother on Etienne's phone, even though Etienne repeatedly unblocks Mother, only to have
Father re-block her, which he justifies because he pays for the phone.

1 Mother, agrees and acknowledges that the four youngest children do spend
2 the majority of their time (probably 95% for Celeste, Estelle and Lisette and 99% for
3 Emmeline) with Mother and in her custody. As such, she doesn't oppose being
4 designated the primary custodian for the four youngest children, but such designation
5 should not result in a change in child support, which was already determined with the
6 express understanding that the four youngest would be spending the majority of the time
7 in Mother's care and custody. In fact, Mother had requested primary custody of the four
8 youngest children at the time the parties entered into the Parenting Agreement, and it was
9 Father that insisted on the joint custody designation in the Agreement.

10 Mother is also fully available to have Mirabella and Etienne spend more time
11 in her home, and would welcome and love to have them stay with her more.⁵ Based on
12 their rocky history, Mother has tried to give Mirabella the time and space she needs to
13 rebuild her relationship with Mother, without trying to put any undue pressure on her.
14 It will take time, but Mother believes it will happen.⁶ Ironically, Mother is aware that
15 Father has hired a couple of "babysitters" who pick Mirabella up after school and hangout
16 with her most days until Father comes home from work.⁷ These babysitters also transport
17 Etienne to his private boxing lessons twice a week because Father is working. Father also
18 employs these same babysitters to hang out with Mirabella and Etienne most Friday and
19 Saturday nights and often on Saturday afternoon while he is spending time with his new
20
21
22

23 ⁵ At this point, Julian should really be considered a non factor as he is 18 and will graduate
24 from high school within a month of the scheduled hearing in this matter. Julian will also be
departing on a church mission this summer. Mother has a good relationship with Julian.

25 ⁶ Father had previously engaged in similar alienating behaviors with the parties' oldest
26 daughter Annie. Now that Annie is an adult, she and Mother have become close again. Mother
27 hopes it will not take as long for Mirabella.

28 ⁷ This is time, according to the Parenting Agreement, that Mirabella is supposed to be in
Mother's care.

1 fiancé.⁸ Mother has made it clear that she's available to have the older children with her
2 during these times, but Father has insisted on hiring third party care providers rather than
3 encouraging the children to spend more time with Mother.

4 The parties physically separated nearly three years before the parties
5 finalized their divorce. During that period of time, prior to finalizing the Parenting
6 Agreement, they followed a very flexible schedule with the children. That flexibility
7 remained after the divorce, and is built into the Parenting Agreement. It has never been
8 strictly followed. Shortly after the divorce was finalized in June 2019, Father sent an
9 email to Mother which shows his clear acknowledgment and understanding of this reality.
10 His email of July 23, 2019, stated, "Having spent the last almost 3 years following a
11 schedule that was loosey goosey and now we have a parenting plan that we do not follow
12 for nearly 5 months, I feel it is important to reign in the schedules for the kids to follow."
13 Thereafter, Father started sending a "schedule" each month to Mother outlining what he
14 thought the custody arrangement for the month should be. He never even included Julian
15 or Mirabella on his schedules, and he made it clear to Mother that he would be the one
16 maintaining the monthly calendars.

17 The only thing that has changed since Father started unilaterally preparing
18 and sending monthly calendars to Mother in July 2019, is that by Father's own choice he
19 has been seeing the four youngest children less and less. There has been virtually no
20 change as to the amount of time Mother spends with Julian, Mirabella or Etienne since
21 they agreed upon the Parenting Agreement and the current child support amount.

22 At the time the Parenting Plan was negotiated and finalized, the custodial
23 arrangement was labeled "joint physical custody" because Father insisted upon this, while
24 knowing that the status quo time share for the older children had them in Mother's care
25 less than 40% of the time, and that the time share for the younger children had them in
26 _____

27 ⁸ One of the great ironies in this case is that Father's fiancé also happens to be one of his former
28 attorneys, who was actively involved in the negotiation and drafting the Parenting Agreement
now at issue.

1 Father's care far less than 40% of the time. All of this history was fully considered when
2 the parties' agreements were reached to globally resolve this case less than 8 months ago.
3 Accordingly, the very idea that there has been some wholesale change of circumstances
4 since the time of the divorce is simply not true.

5 In short, a review of the very detailed language of the Parenting Agreement
6 shows that the parties' agreement to maintain joint legal and joint physical custody were
7 carefully considered based upon their unique family circumstances. Father and his
8 former attorney were deeply involved in the negotiation and details of the Parenting
9 Agreement, with his attorney doing the bulk of the drafting. There has been nothing in
10 the day-to-day custodial arrangements that has been inconsistent with the historical status
11 quo and the parties' agreements including the anticipated flexibility provided therein.

12 Accordingly, there simply has not been any dramatic change of
13 circumstances since the parties' divorce that would warrant a wholesale change in the
14 custody designations. Indeed, the custodial arrangements have basically been consistent
15 with the parties' agreements as set forth in the Parenting Agreement, including their
16 agreement to be "flexible and accommodating in the practical application" thereof. (See
17 Section 2.2 of the Parenting Agreement). Furthermore, NRS 125C.0025(1)(a) makes it
18 clear that "[w]hen a court is making a determination regarding the physical custody of a
19 child, there is preference that joint physical custody would be in the best interest of a
20 minor child if [t]he parents have agreed to an award of joint physical custody..." This
21 is exactly what occurred in this case when the parties agreed to joint physical custody of
22 their minor children. Indeed, Mother and Father agreed it would be in the best interests
23 of their children to share joint physical custody and establish this unique schedule suited
24 their unique family. They agreed to terms and a schedule that worked for them and have
25 generally abided by those terms since the divorce while being "flexible and
26 accommodating."

27 The Nevada Supreme Court has provided guidance on matters of post-
28 divorce custody modifications in relation to the notion raised by Father in his motion of

1 “defacto” physical custody arrangements. In Bluestein v. Bluestein, 345 P.3d 1044 (Nev.
2 2015), the Nevada Supreme Court considered a case on appeal where the parents had
3 stipulated at the time of their divorce to an agreement of joint physical custody of their
4 child. Seven years later, the mother filed a motion with the district court seeking to
5 modify the child custody designation from joint to primary physical custody by arguing
6 that the father did not have the child in his care and custody at least 40% of the time, and
7 therefore did not meet the definition of joint physical custody as established in Rivero v.
8 Rivero, 125 Nev. 410, 216 P.3d 213 (2009). The district court accepted Mother’s
9 arguments and modified the custody designation per her request. Father appealed. The
10 Nevada Supreme Court in rendering its decision based upon these allegations of defacto
11 primary custody, reversed and remanded the district court’s decision to grant the mother’s
12 motion to change the custody designation, and further clarified the holding in Rivero
13 stating:

14 We take this opportunity to clarify that our decision in Rivero was intended
15 to provide consistency in child custody determinations, but it was never
16 meant to abrogate the court’s focus on the child’s best interest. Thus,
17 Rivero’s 40-percent guideline should not be so rigidly applied that it would
18 preclude joint physical custody when the court has determined in the
19 exercise of its broad discretion that such a custodial designation is in the
20 child’s best interest. (citing Ellis v. Carucci, 123 Nev. 145, 149, 161 P.3d
21 239, 241 (2007) (providing that the district court has broad discretionary
22 powers when resolving issues of child custody). Bluestein, 345 P.3d at
23 1049.

24 Anticipating the concern that some parents might seek to change an agreed upon custody
25 designation solely for the purpose of a financial gain (through an increase or decrease in
26 a child support obligation), the Court in Bluestein further stated that “when a party is
27 seeking a modification to the custodial designation solely to receive a decrease in his or
28 her child support obligation, it is vital that the district court consider whether such
modification is in the child’s best interest.” Bluestein, 345 P.3d at 1049. In the case at
bar, this appears to be exactly Father’s motivation is seeking a change in the custody
designations, without any consideration as to “whether such modification is in the

1 child[ren]'s best interests." Mother maintains that any such modification is not in the
2 best interests of the children.

3 Father in his Motion, openly acknowledges the fact as memorialized in the
4 Parenting Agreement, that the parties intended to work together over time toward a more
5 equal allocation of their respective time with the children, using the term "aspirational"
6 in his reference to these efforts. The fact of the matter is that only relatively short period
7 of months have passed since the parties' divorce and there has been insufficient time to
8 accomplish the custody related goals mutually agreed to by the parties when they
9 stipulated to joint physical custody of the children. As such, Father's timing for his
10 present Motion seeking to change the custodial designations in the Parenting Agreement,
11 is clearly tied to the recent changes in the child support guidelines and the manner of
12 calculating child support, and has nothing to do with any concern over the best interests
13 of the parties' children which might warrant consideration of a change of custody, or even
14 a hearing on a change of custody. See, Rooney v. Rooney, 109 Nev. 540, 853 P2d 123
15 (1993) (providing that a court may deny a motion to modify custody without a hearing
16 if the movant does not demonstrate adequate cause for holding a hearing). Rather, it is
17 evident that Father sees an opportunity for a financial windfall based upon the new child
18 support guidelines that became effective just a month ago on February 1, 2020, and is
19 grasping at straws to try to articulate a change of circumstances in order to take advantage
20 of the potentially significant financial benefits to himself financially.⁹

21 . . .

22 _____
23 ⁹ This fact regarding Father's true motivation is further evidenced by the fact that when
24 Father's counsel first sent Mother's counsel a letter on January 23, 2020, pursuant to EDCR
25 5.501 seeking Mother's cooperation, it was demanded that a response be received before
26 February 1, 2020. When Mother's counsel requested an extension to respond in the hopes that
27 there would time to explore a resolution of the issues without litigation, no extension was
28 granted because Father wanted to be able to file his Motion by February 1st to assure his request
to modify child support would be retroactive to the effective date of the new child support
guidelines (though after receipt of Mother's counsel's responsive letter, Father did not file his
motion until February 28th. Mother had hoped that the delay might mean Father had come to
his senses and wouldn't waste everyone's time and money filing his unwarranted motion).

1 **B. There is no change in circumstances warranting a modification of child**
2 **support.**

3 As was the case when the parties reached their specific agreements regarding
4 child custody, the parties also negotiated and mutually agreed to the child support
5 provisions as set forth in their MSA Section 4.1, which provides in relevant part as
6 follows:

7 With full consideration of the parties' shared custody schedule as set forth
8 in the *Order Resolving Parent/Child Issues* (**Exhibit A** attached hereto),
9 HUSBAND shall pay WIFE child support in the amount of \$1,138 per
10 month, per child for the four youngest children (Celeste, Estelle, Lisette, and
11 Emmeline), and \$569 for Etienne (i.e., one-half of the \$1,138 based upon
the timeshare for Etienne) for a total monthly child support payment of
\$5,121.00 per month as and for the ongoing financial support for their minor
children. (See page 2, lines 22-27 of the MSA).

12 The language of the MSA further states and memorializes the parties' mutual agreement
13 that the child support calculation already takes into consideration the fact that the four
14 younger children would primarily be with Mother, as well as "the timeshare for Etienne,
15 while also taking into consideration that the two older minor children may elect to spend
16 more of their custodial time at HUSBAND's residence based upon the discretion given
17 them in the [Parenting Agreement]." (See page 3, lines 1-4 of the MSA). As such, there
18 was no child support allocation to Mother for Julian or Mirabella (notwithstanding the
19 agreed designation of joint physical custody), and only a half allocation for Etienne,
20 while full allocations were made for the four youngest children. The MSA fully
21 explained the basis and reason for the amount of child support, details as to how is was
22 calculated, and appropriate citation to statutory authority and case law, including several
23 deviation factors provide in NRS 125B.080(9). The current child support amount was
24 fully anticipated and agreed upon by the parties at the time of the divorce and
25 memorialized in their agreements. There simply isn't any change of circumstances from
26 what was fully anticipated by the parties at the time of the divorce which warrants a
27 review of child support at this time.

28 . . .

Under Nevada law parents have the right to stipulate to an appropriate child support order so long as adequate support is provided in the order showing the Court that the law was followed and setting forth the basis for any deviations. In Fernandez v. Fernandez, 126 Nev. 28, 222 P.3d 1031(2010), the Nevada Supreme Court stated,

Although parents often stipulate to an appropriate child support order, even agreed-upon child support orders must be calculated and reviewed under the statutory child support formula and guidelines in NRS 125B.070 and NRS 125.080. Thus, NRS 125B.080(2) provides that, if parents agree to a child support order, they “shall certify that the amount of support is consistent with the appropriate formula set forth in NRS 125B.070.” “[I]f the amount of support deviates from the formula, the parties must stipulate sufficient facts in accordance with [NRS 125B.080(9)] which justify the deviation to the court.. (Fernandez, 126 Nev. at 34, 222 P.3d at 1035). (*citations to statutes in NRS 125B, were statutes still in effect at the time of the agreement*)

In accordance with this holding in Fernandez the parties fully complied with the requirements set forth in the case law and applicable statutes as memorialized in Section 4.2 of their MSA, which provides that:

HUSBAND and WIFE agree that the amount of child support set forth in Section 4.1, above, was determined and agreed upon after consideration of NRS 125B.070, NRS 125B.080, and the holdings in Wright v. Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998), Wesley v. Foster, 119 Nev. 110, 65 P.3d 251 (2003), and Miller v. Miller, 134 Nev. Adv. Op. 16 (decided March 15, 2018). According to NRS 125B.070 and the cited case holdings, child support for the seven (7) minor children would be calculated by determining 37% of HUSBAND’s gross monthly income, and 37% of WIFE’s gross monthly income, subtracting the difference and then applying any applicable statutory caps. According to HUSBAND’s Financial Disclosure Form filed December 14, 2018, HUSBAND’s average gross monthly income from all sources is \$47,122.78. WIFE is presently not gainfully employed outside the home and has no income. Accordingly, HUSBAND would therefore be obligated to pay child support to WIFE for the seven minor children in an amount equal to 37% of his gross monthly income in the amount of \$17,435.00 per month. However, after considering the applicable statutory cap, his child support would be set at \$1,138 per month per child for a total of \$7,966 per month. However, the parties have agreed to a downward deviation to HUSBAND’s child support obligation to \$5,121.00 per month (as detailed in Section 4.1 above), based upon several deviation factors set forth in NRS 125B.080(9), including (a) the ages of the children; (b) the amount of time the children spend with each parent (c) other necessary expenses for the benefit of the children; and (d) the relative income of both parents. (Page 3, lines 10-27 of the MSA)

Furthermore, the Nevada Supreme Court in Rivero v. Rivero, 125 Nev. 410, 216 P.3d 213 (2009), makes it clear that “although a party need not show a change of circumstances

1 for the district court to review a support order after three years, *changed circumstances*
2 *are still required* for the district court to modify the order.” (Emphasis added) Rivero,
3 216 P.3d at 229 . As such, it is clear that Father would still be required to show some
4 actual change of circumstances since the time of the entry of the Decree of Divorce to
5 warrant any consideration of a modification of the child support.

6 To date, the child support is consistent with the parties’ agreement, and a
7 sufficient statutory and case law basis is expressly cited in the MSA to support the child
8 support calculation and the agreed upon deviations. As previously cited above, the
9 Bluestein case makes it clear that “when a party is seeking a modification to the custodial
10 designation solely to receive a decrease in his or her child support obligation, it is vital
11 that the district court consider whether such modification is in the child’s best interest.”
12 Bluestein, 345 P.3d at 1049. Father has not met this legal burden. Mother maintains that
13 Father’s requested modification of child support is not in the best interests of children,
14 but is only in the best interests of Father.

15 Father additionally argues in his Motion that a review and modification of
16 the child support award is warranted, despite the fact that the present order has only been
17 in place for about eight (8) months, by suggesting that the parties’ respective incomes
18 have changed by more than 20% (See NRS 125B.145(4)). Father’s arguments in this
19 regard are also disingenuous and unsupportable.

20 Regarding his own gross income, Father indicates in his Motion that the
21 representations about his own income relied upon at the time of the parties’ global
22 settlement were inaccurate. After discussing information about his 2016, 2017 and 2018
23 income (all of which are from periods prior to the parties’ divorce in June 2019), he is
24 now asserting that his gross monthly income set forth in his Financial Disclosure Form
25 (FDF) was over stated by about \$12,000 per month. Mother relied upon Father’s
26 representations in his FDF, which he prepared and signed under penalty of perjury on
27 December 14, 2018, in negotiating all of the financial issues in this case including the
28 division and allocation of community property and debts, determination of her interests

1 in the community owned businesses awarded to Father, the determination of alimony,
2 child support, medical insurance and coverage of unreimbursed medical expenses for the
3 children.

4 As is made clear in the language of the MSA (Section 4.2 cited herein-
5 above), the child support calculation was based upon the gross monthly income figure
6 provided in Father's sworn FDF, wherein he indicated under oath that his gross monthly
7 income was \$47,122.78 (see page 3, lines 17-18 of the FDF). This representation was a
8 critical factor in the negotiation and resolution of all of the financial issues in the case.
9 For Father to now seek to revisit this more than a year after he filed his FDF would result
10 in a gross miscarriage of justice. While Mother frankly doubts the veracity of Father's
11 revisionist claims about his income, even if the claims are true, it should not be Mother
12 who bears the consequences of Father's mistakes.

13 Father is a sophisticated businessman. He is knowledgeable and well versed
14 in financial matters, which are an integral part of his business practices. Furthermore,
15 when he prepared his FDF, he had the assistance of his highly competent and experienced
16 lawyer at the time, Radford Smith, Esq. If Father now believes, as he suggests in his
17 motion, that his income was somehow overstated on his FDF, this simply isn't a valid
18 basis to now argue for a changed circumstance under the statute. Again, Mother relied
19 upon these representations in the global negotiation and resolution of this case, and it
20 would be fundamentally unfair and improper to revisit this issue in a vacuum, months
21 after the fact. There is no provision in Nevada statute or case law (to the best of the
22 undersigned counsel's knowledge after diligent search), which would permit the Court
23 to find that there has been a change of circumstances in the income of the obligor based
24 upon revised income information, especially from a time period prior to the parties'
25 divorce and final agreement.

26 Any "changed circumstance" as defined by NRS 125B.145(4) would have
27 to be based upon Father's current income as compared to his income established at the
28 time of the divorce and expressly set forth in the MSA and Decree of Divorce. That

1 figure was \$47,122.87 per month. To even make a determination about this the Court
2 would need to be provided with Father's 2019 income tax returns (both personal and
3 business), including supporting documents and business income records. None of this
4 information has been provided in support of Father's claims to a 20% or more change in
5 the income of the obligor. Father's newly filed FDF (filed in conjunction with his
6 Motion), is also incomplete and unreliable. Other than pay stubs for his regular W-2
7 salary of \$180,000 per year, he provides no further supporting documents to support his
8 representations about his business income and expenses. Just taking his numbers in his
9 FDF and stated in his Motion for his 2019 income at face value it appears that he has
10 gross monthly income of at least \$47,403.58 (calculated as \$15,000.00 in base salary plus
11 \$32,403.58 in average monthly business income), which is actually a slight *increase* over
12 the income he reported on his December 2018 FDF of \$47,122.87. Clearly, he has not
13 experienced a 20% change income, which would constitute a change of circumstances to
14 review the child support orders. If anything, this only confirms and strengthens the fact
15 that when this matter was resolved in June 2019, that the gross monthly income figure for
16 Father was consistent with what he stated in his FDF, that was then relied upon in the
17 final global resolution.

18 Father next tries to argue that Mother has also experienced a 100% change
19 in her income as another basis for reviewing child support. Again, these claims are
20 unfounded and disingenuous. Relying on the idea that Mother's income at the time of the
21 divorce was \$0.00, Father asserts that Mother now has income consisting of her \$2,000
22 per month alimony award, and the interest income she receives each month on
23 promissory note payment for a total of \$6,018.67 per month.¹⁰ It is improper to consider
24 either of these income sources as a basis for a change in circumstances. Both the alimony
25 payment and the note payments are part of the parties' global settlement fully known at
26

27
28 ¹⁰ The interest component on the promissory note changes every month as the principal is slowly reduced, so this figure will continue to change.

1 the time that the current child support was established. The promissory note is property
2 settlement in the divorce and represents Mother's interest in the community estate
3 including Father's businesses, so it is clearly not income either way. Mother's agreement
4 to accept some of her portion of the community estate over time through interest bearing
5 note payments, should not be considered part of her gross monthly income. The new
6 Child Support Regulations, that become effective as of February 1, 2020, provide a clear
7 definition of what (and what does not) constitutes "gross income" in NAC 425.025(1) &
8 (2). This type of promissory note payment based upon a property settlement in the
9 parties' divorce is clearly not included in that definition. As to the interest on the note,
10 this is the compensation Mother is entitled to for having to wait for 15 years to receive
11 her half of the community estate. Again, this payment was fully known at the time of the
12 divorce, and is set forth in the same document (i.e., the MSA) that set the agreed upon
13 child support amount. It is not a new source of income to Mother.

14 Similarly, while alimony is certainly considered income under the "gross
15 income" definition in NAC 425.025(m) of the child support regulations, this too under
16 the circumstances of this case is not a sufficient basis for the review and modification of
17 child support Father is seeking. Mother's alimony payment of \$2,000 per month was
18 known and negotiated at the time that the current child support award was established.¹¹
19 Accordingly, there has been no changed circumstances because Mother is receiving
20 \$2,000 in alimony, which was known to Father at the time of the divorce when child
21 support was first established. Father's suggestion that Mother has experienced "an
22 increase of 100%" in her income because she is receiving alimony and interests on the
23 note payments is clearly flawed. By this logic, even income of \$1.00 to Mother would
24 constitute a 100% increase in income and warrant a child support review. This is clearly
25 ...

26
27 ¹¹ Prior to that Mother had been receiving \$4,500 per month in temporary maintenance
28 payments under the temporary orders in the divorce case, so the \$2,000 in alimony is arguably
a reduction in her income.

1 not what is intended by the statute when it references the 20% or more change in income
2 for *the obligor*.¹²

3 The Court should also consider that Mother's agreement at time of the
4 parties' divorce to such a low alimony amount (in proportion to Father's stated
5 substantial income and after a long term marriage where she was primarily a
6 homemaker), among other concessions and compromises, was in a large part based upon
7 consideration of the parties' child support agreements and Father's agreement to be
8 responsible for the children's medical insurance and related out-of-pocket medical
9 expenses. The Court should keep in mind, that pursuant to Nevada statute and the
10 express language of the MSA (see Section 7.0), that the alimony award in this matter is
11 also modifiable. As such, a significant reduction in child support and related issues (such
12 as the medical insurance and expenses) would almost certainly result in another change
13 of circumstances regarding Mother's need and ability to pay her expenses, thus
14 warranting Mother requesting an upward modification and extension of the alimony
15 award.

16 NAC 425.170(3) of the new child support regulations makes it clear that "*the*
17 *adoption of or any revision to this chapter must not, in and of itself, be considered a*
18 *change in circumstances sufficient to justify the modification of any existing order or*
19 *money judgment.*" In light of this provision of the regulations, it is clear is that Father is
20 grasping at straws to fabricate some basis to try get his present child support award
21 reviewed and modified in accordance with the new child support regulations because he
22 believes that the application of the same will result in a financial windfall to him and
23 significantly reduce his child support obligations.

24 . . .

25 _____
26 ¹² The statute relied upon by Father and cited in his Motion, NRS 125B.145(4) states "a change
27 of 20 percent or more in the gross monthly income of a person who is subject to an order for
28 the support of a child shall be deemed to constitute changed circumstances" inferring that it
is the income of the obligor, not the recipient, that is the basis for the evaluating whether there
has been a 20% or more change income.

1 C. Countermotions

2 1) *Modification of Alimony*

3 As indicated herein-above, to the extent the Court determines that there is
4 a sufficient change of circumstances warranting a modification of child support, Mother
5 moves that Court to review and modify the existing alimony award in this matter. After
6 more than twenty-four (24) years of marriage, where Mother was primarily a homemaker
7 while Father built several successful businesses from which he earns a substantial
8 income, Mother's agreement to settle for just \$2000 per month in alimony was directly
9 tied to the other financial settlements in this matter including the child support amount.
10 It would be a miscarriage of justice to deprive Mother of the benefit of the bargain that
11 she made, which included significant concessions on child support with the understanding
12 that Father would be paying the agreed upon child support at the established rate. Any
13 reduction would be a change of circumstances warranting a review and modification of
14 the alimony award.

15 Accordingly, Mother requests that to the extent any reduction is made to the
16 existing child support award, that the net difference be made up through an reciprocal
17 increase in the monthly alimony award.

18 2) *Enforcement of Incomplete Items from the MSA*

19 Mother is requesting that several outstanding matters from the Decree of
20 Divorce and MSA be completed by Father as required. Father is grossly delinquent in
21 the completion of said items which should have been accomplished shortly after the entry
22 of the divorce decree. The incomplete items are as follows:

- 23 a) Section 8.1.4 of the MSA requires that Father amend the Operating
24 Agreement for TitleRight, LLC, and provide Mother with a copy
25 within five (5) days of the execution of the MSA. It is now nearly
26 eight months later and Mother has yet to be provided with a copy of
27 the Amended Operating Agreement for TitleRight, LLC. Mother was
28 awarded 50% of this entity in the MSA. Since the divorce, rather

1 than do was he was required to do, Father has tried to force the
2 dissolution of this entity. Mother retained attorney, Brian Steadman,
3 to assist her in this matter. Mr. Steadman has requested that Father
4 provide him with a copy of the operating agreement, so he could
5 discuss this with Father and his counsel, but no response has been
6 given. Mother requests a date certain for this to be completed by
7 Father.

- 8 b) Section 9.1 of the MSA requires that Father execute a promissory
9 note in favor of my client for \$1,218,500, on the specific terms set
10 forth in that section. While Father has been making the monthly
11 payments on the note, my client has never been provided with a copy
12 of the executed promissory note. Again, this should be provided
13 forthwith.
- 14 c) Section 9.2.1 of the MSA provides that Mother is to be maintained as
15 a beneficiary through trust of certain life insurance proceeds on
16 Father's term life insurance policies as identified in the MSA. A trust
17 was to be established by Father upon mutually approved terms to
18 accomplish this requirement. Mother has not been provided with a
19 copy of this life insurance trust. According to Father's newly filed
20 FDF he doesn't even show that he is paying premiums on the life
21 insurance policies, which gives Mother further cause for concern that
22 he may not be maintaining the policies as required.
- 23 d) Mother is also entitled under the MSA to receive copies of the policy
24 declaration pages for the life insurance policies and has yet to receive
25 the same from Father as required.
- 26 e) Section 9.2.4 of the MSA provides that Mother's promissory note is
27 to also be further secured by a Stock Pledge Agreement. Mother
28 engaged attorney Brian Steadman several months ago to assist with

1 the preparation of the Stock Pledge Agreement. Thus far, Father has
2 failed to respond to Mr. Steadman so the same can be completed.

- 3 f) Mother also request that the Court require Father to refinance the loan
4 on the Suburban in his possession to his own name. Presently,
5 Mother's name remains on this vehicle loan, and as the vehicle was
6 awarded to Father, he needs to get the loan into his own name.

7 The Court should direct Father to comply with each of the foregoing
8 requirements in a timely manner. He is clearly in contempt of the these orders. Any
9 further failure to comply should result in an Order to Show Cause as to why Father
10 should not be held in contempt.

11 **D. Mother's Request for Attorney's Fees and Costs**

12 Finally, Mother requests an award of attorney's fees for having to again hire
13 counsel and respond to this Father's unwarranted Motion. Father's motion is clearly not
14 brought in good faith and lacks the legal foundation required for the Court to consider
15 any modification to child support, which is clearly Father's end goal. Mother should be
16 able to recover all of her legal fees and costs for having to prepare and file this instant
17 Opposition and Countermotion and is entitled to attorney's fees under NRS 18.010 and
18 *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

19 The Nevada Supreme Court addressed the issue of attorney's fees in the case
20 of *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005). The Court stated:

21 [W]hile it is within the trial court's discretion to determine the
22 reasonable amount of attorney fees under a statute or rule, in
23 exercising that discretion, the court must evaluate the factors
24 set forth in *Brunzell v. Golden Gate National Bank* [85 Nev.
25 345, 455 P.2d 31 (1969)]. Under *Brunzell*, when courts
26 determine the appropriate fee to award in civil cases, they must
27 consider various factors, including the qualities of the
28 advocate, the character and difficulty of the work performed,
the work actually performed by the attorney, and the results
obtained. We take this opportunity to clarify our jurisprudence
in family law cases to require trial courts to evaluate the
Brunzell factors when deciding attorney fee awards.

...

1 Parties seeking attorney fees in family law cases must support their fee
2 request with affidavits or other evidence that meets the factors set forth in Brunzell and
3 Wright. The Brunzell factors adopted by the Nevada Supreme Court were derived from
4 an Arizona case, *Schartz v. Schwerin*, 336 P.2d 144, 146 (Ariz. 1959). *Schartz* classified
5 the factors into four general areas:

6 "(1) the qualities of the advocate: his ability, his training,
7 education, experience, professional standing and skill; (2) the
8 character of the work to be done: its difficulty, its intricacy, its
9 importance, time and skill required, the responsibility imposed
10 and the prominence and character of the parties where they
11 affect the importance of the litigation; (3) the work actually
12 performed by the lawyer: the skill, time and attention given to
the work; (4) the result: whether the attorney was successful
and what benefits were derived. Furthermore, good judgment
would dictate that each of these factors be given consideration
by the trier of fact and that no one element should predominate
or be given undue weight." (citations omitted).

13 In the case at bar, the Court should consider the following in applying the
14 foregoing factors:

15 1. Qualities of Mother's Advocates.

16 The qualities of Mother's attorney are excellent. Andrew Kynaston is an AV
17 rated attorney, a Fellow of the American Academy of Matrimonial Lawyers, a Nevada
18 Board Certified Family Law Specialist, and a Board Certified Family Law Advocate by
19 the National Board of Trial Advocacy. He has been engaged in the exclusive practice of
20 family law for nearly eighteen years. For the past ten years he has been named a
21 Mountain States "Super Lawyer" (2014 -2019) or a "Rising Star" (2010-2013) by Super
22 Lawyers magazine. He served on the publications development board of the ABA
23 Section of Family Law from 2002-2010. He has been a presenter at various CLE
24 conferences.

25 Clearly, Mother's attorney is well trained and qualified in relation to the fees
26 charged for his services in this matter. Mr. Kynaston's billable rate is \$475 per hour and
27 paralegals were utilized, when possible.

28 ...

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2. The Character of the Work Done.

In this instance, Mother's counsel was charged with the task of first responding to a frivolous letter from Father's counsel, then preparing this Opposition and Countermotion as a result of Father's unwarranted motion and failure to obey the Court's Orders.

3. The Results.

The final factor adopted in Brunzell is whether the attorney was successful and what benefits were derived. Mother has taken reasonable positions and has simply sought compliance by Father with the agreements that he made. Mother should be the prevailing party and is entitled to reasonable attorney's fees and costs incurred herein.

III.

CONCLUSION

Based on the foregoing, respectfully requests that Father's Motion be denied and that her countermotion be granted.

Respectfully submitted this 20th day of March, 2020.

KAINEN LAW GROUP, PLLC

By: 

ANDREW L. KYNASTON, ESQ.

Nevada Bar No. 8147

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Defendant

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DECLARATION OF TRACY ROMANO

I, TRACY ROMANO, declare under penalty of perjury, under the laws of the State of Nevada, that I am the Plaintiff herein and that I have read the foregoing *Defendant's Opposition to Plaintiff's Motion to Confirm De Facto Physical Custody Arrangement of Children, To Modify Child Support and for Attorney's Fees and Costs and Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs* and the statements contained herein are true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

Executed this 20 day of March, 2020.


TRACY ROMANO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20 day of March, 2020, I caused to be served the foregoing *Defendant's Opposition to Plaintiff's Motion to Confirm De Facto Physical Custody Arrangement of Children, To Modify Child Support and for Attorney's Fees and Costs, and Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs*, to all interested parties as follows:

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

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

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

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

Receptionist@thronehauser.com

Michelle@thronehauser.com

Paralegal@thronehauser.com

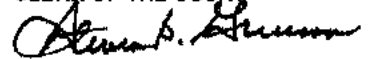
OfficeAssist@thronehauser.com


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Steven D. Grierson
CLERK OF THE COURT



Eighth Judicial District Court

Clark County, Nevada

<u>Aaron Romano</u> Plaintiff,	Case No. <u>D-16-543114-D</u>
vs. <u>Tracy Romano</u> Defendant.	Dept. <u>C</u>

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Tracy Jane Romano
2. How old are you? 46
3. What is your date of birth? 5/8/73
4. What is your highest level of education? College

B. Employment Information:

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

☒ No

☐ Yes

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

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

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____
Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is _____.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support	Monthly	2000	
Child Support	Monthly	5121	
Workman's Compensation			
* Other: Note payment	Monthly	9013.10	
Total Average Other Income Received			16134.10
Total Average Gross Monthly Income (add totals from B and C above)			16,134.10

* This note payment is pursuant to the property settlement reached at the time of divorce.

D. Monthly Deductions

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

Business/Self-Employment Income & Expense Schedule

A. Business Income:

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

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other: _____			
Total Average Business Expenses			0.00

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	134			
Car Loan/Lease Payment	347.81			
Cell Phone	118			
Dental and Vision Expenses	200.00			
Clothing, Shoes, Etc...	600			
Credit Card Payments (minimum due)				
Dry Cleaning	75			
Electric	219			
Food (groceries & restaurants)	1700			
Fuel	240			
Gas (for home)	50			
Health Insurance (not deducted from pay)	395			
HOA	128			
Home Insurance (if not included in mortgage)	100			
Home Phone				
Internet/Cable	186			
Lawn Care	190			
Life Insurance	160			
Mortgage/Rent/Lease				
Pest Control	60			
Pets				
Pool Service				
Property Taxes (if not included in mortgage)	322			
Security				
Sewer				
Trash	22			
Housekeeping	550			
Water	170			
Other: Tithing and Fast Offering	650			
Total Monthly Expenses	6,616.81			

Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Celeste	7-16-11	Mother	Yes	No
2 nd	Estelle	7-10-14	Mother	Yes	No
3 rd	Lisette	7-10-14	Mother	Yes	No
4 th	Emmeline	7-6-17	Mother	Yes	No

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing	150	150	150	150
Education				
Entertainment	125	125	125	125
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	275	275	275	275

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

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

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	- \$	= \$ 0.00	
2.		\$	- \$	= \$ 0.00	
3.		\$	- \$	= \$ 0.00	
4.		\$	- \$	= \$ 0.00	
5.		\$	- \$	= \$ 0.00	
6.		\$	- \$	= \$ 0.00	
7.		\$	- \$	= \$ 0.00	
8.		\$	- \$	= \$ 0.00	
9.		\$	- \$	= \$ 0.00	
10.		\$	- \$	= \$ 0.00	
11.		\$	- \$	= \$ 0.00	
12.		\$	- \$	= \$ 0.00	
13.		\$	- \$	= \$ 0.00	
14.		\$	- \$	= \$ 0.00	
15.		\$	- \$	= \$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 0.00	- \$ 0.00	= \$ 0.00	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 0.00	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) Have retained an attorney for this case
2. As of the date of today, the attorney has been paid a total of \$ 2612.50 on my behalf.
3. I have a credit with my attorney in the amount of \$ 5,000.00
4. I currently owe my attorney a total of \$ 5,895.00
5. I owe my prior attorney a total of \$ 0.00

* I have also paid approximately \$2750 to Brian Steadman, Esq. for related matters

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

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

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

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

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

Uday Kumar
Signature

March 20, 2020
Date

CERTIFICATE OF SERVICE

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

That on (date) March 20, 2020, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

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

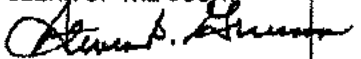
Receptionist@thronehauser.com; Michelle@thronehauser.com; Paralegal@thronehauser.com;
OfficeAssist@thronehauser.com

☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

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

Executed on the 20 day of March, 2020


Signature



1 RPLY

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 Horizon Ridge Pkwy, Suite 100

8 Henderson, Nevada 89012

9 Phone: (702) 800-3580

10 Fax: (702) 800-3581

11 email: dawn@thronehauser.com

12 Attorney for Plaintiff

13
14
15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 AARON ROMANO,

18 Plaintiff,

19 vs.

20 TRACY ROMANO,

21 Defendant.

Case No D-16-543114-D

Dept. No. C

Date of Hearing: April 21, 2020

Time of Hearing: 10:00 a.m.

Oral Argument Requested

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28
PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO
MOTION TO CONFIRM DE FACTO PHYSICAL CUSTODY
ARRANGEMENT OF CHILDREN, TO MODIFY CHILD SUPPORT
AND FOR ATTORNEY'S FEES AND COSTS, AND PLAINTIFF'S
OPPOSITION TO DEFENDANT'S COUNTERMOTION TO MODIFY
ALIMONY; TO ENFORCE PROVISIONS OF THE PARTIES MARITAL
SETTLEMENT AGREEMENT AND FOR ATTORNEY'S FEES AND COST

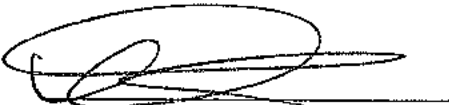
25 COMES NOW Plaintiff, Aaron Romano ("Aaron"), by and through his
26 counsel, Dawn R. Throne, Esq., of the law office of THRONE & HAUSER, and hereby
27 submits his Reply to Defendant's Opposition and Opposition to Defendant's
28 Countermotion.

Reply and Opposition to Countermotion

1 This Reply and Opposition to Countermotion is made and based upon the
2 papers and pleadings on file herein, the attached Memorandum of Points and
3 Authorities, the exhibits filed under separate appendix, and such oral argument that
4 may be induced at the time of hearing in this matter.

5 DATED this 10th day of April, 2020.

6 THRONE & HAUSER

7
8 

9 Dawn R. Throne, Esq.

10 Nevada Bar No. 006145

11 Michelle A. Hauser, Esq.

12 Nevada Bar No. 007738

13 1070 West Horizon Ridge Pkwy, Ste. 100

14 Henderson, Nevada 89012

15 (702) 800-3580

16 Attorney for Plaintiff

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. INTRODUCTION**

19 It appears from Defendant's lengthy opposition that the parties do not disagree
20 about the basic facts regarding the custody and care of their seven minor children.
21 Specifically, Defendant does not deny that Julian and Mirabella have spent zero time
22 in her custody and care since March 8, 2019. She does not deny that Etienne spends
23 very little time in her custody and care and no overnights. Lastly, Defendant does not
24 deny the fact that the four youngest children, Celeste, Estelle, Lisette and Emmeline,
25 spend the majority of the time in her custody and care, with Aaron exercising
26 visitation with them basically every other weekend and on a couple afternoons each
27 week during the school year.
28

1 The parties only disagree about the legal consequences of the custodial
2 schedules they have been following for their seven minor children for the last 13
3 months. She does not deny the fact that *de facto* custody schedules serve the best
4 interest of each child. Defendant only disagrees with the Court modifying custody
5 because it results in a reduction in her child support. Defendant filed frivolous
6 counter motions in an effort to distract the Court from the very simple issues in this
7 case.
8

9 II.

10 CUSTODY OF THE CHILDREN SHOULD BE MODIFIED

11 On March 8, 2019, this Court entered an Order Resolving Parent/child Issues
12 in which the parties agreed to share joint legal and joint physical custody of their
13 seven minor children. While that Order contains significant detail regarding the
14 specific time share for each minor child, it is clear that the aspiration was for
15 Defendant's time with Julian, Maribella, Etienne to increase to an actual joint physical
16 timeshare arrangement and for Aaron's time with the four youngest minor children to
17 increase to an actual joint physical custody arrangement as the younger children got
18 older.
19

20 The change in circumstances since that order was entered on March 8, 2019 is
21 that, despite 13 months having passed now, there has been no effort by Defendant to
22 increase her custodial time with Julian, Maribella and Etienne. Aaron's time with the
23 four youngest minor children, Celeste, Estelle, Lisette and Emmeline, also has not
24 increased as much as the parties' anticipated on March 8, 2019.
25
26
27
28

1
2 Defendant takes zero responsibility for the poor state of her relationship with
3 Julian, Mirabella and Etienne, but takes the opportunity to take petty pot shots at
4 Aaron instead. Contrary to Defendant's allegations, Aaron has not done anything to
5 hamper or interfere with Defendant's relationships and time spent with Julian,
6 Maribella and Etienne. He has not blocked Defendant from any of the children's cell
7 phones. Julian and Maribella have direct communication and access to Defendant and
8 vice versa. Defendant has done nothing in the last 13 months to set up and attend the
9 counseling that she and Maribella were supposed to attend together to try and repair
10 their relationship, which was damaged as a result of Maribella witnessing and being
11 physically assaulted during Defendant's brutal physical attack on Aaron.¹
12
13
14

15 This case is exactly the kind of case that *Rivero v. Rivero*, 125 Nev. 410, 216
16 P.3d 213 (2009) addresses. Specifically, the Nevada Supreme Court stated in *Rivero*
17 that, when either parent files a motion to modify custody, the first thing the district
18 court must do is calculate the time during which a parent has had physical custody of
19 a child over the previous one calendar year. *Id* at 225.
20

21 Defendant's reliance on *Bluestein v. Bluestein*, 131 Nev. Adv. Op. 14, 345 P.3d
22 1044 (2015), as precluding this Court from acknowledging and enforcing the actual
23 custodial time each parent is exercising with each child is misplaced. In *Bluestein*, the
24 main holding of the Nevada Supreme Court is that a district court must consider the
25 best interests of a child before granting a motion to modify an order for joint physical
26
27

28 ¹ Defendant was charged with battery domestic violence against Aaron. This incident was not the first time Defendant committed battery domestic violence against Aaron.

1 custody. In that case, Dad had *almost* 40 percent of the time so there was a question
2 about whether modifying the joint physical custody arrangement to mom having
3 primary physical custody was in the best interest of that child. In this case, the parents
4 have already determined, agreed and acted upon what is in the best interest of their
5 seven minor children. Given the fact that Julian, Mirabella and Etienne spend zero
6 nights in Defendant's home indicates that both parents believe that Aaron having
7 primary physical custody of these three children is in their best interest. Likewise, the
8 parties have agreed and acted upon their agreement that Defendant having primary
9 physical custody of the four youngest minor children is in their best interest. As such,
10 there is no need in this case for the Court to conduct an evidentiary hearing prior to
11 modifying custody.

12
13
14
15 Aaron's *de facto* primary physical custody of Julian, Mirabella and Etienne
16 should be confirmed and Defendant's *de facto* primary physical custody of Celeste,
17 Estelle, Lisette and Emmeline should be confirmed.

18 19 20 **III.**

AARON'S CHILD SUPPORT OBLIGATION SHOULD BE MODIFIED

21 Since entry of the Decree of Divorce, there have been two significant changes
22 in this case that warrant a review of child support for the parties' seven minor children.
23 First of all, there has been a change of *de facto* custody of the seven minor children.
24 Second, there has been more than a 20 percent increase in Defendant's gross monthly
25 income. Defendant tries to argue that NRS 125B.145(4) does not apply to her since
26 she is the current recipient of child support. That argument has no merit. Of course
27 Defendant is an obligor in that she has an obligation to pay child support for all seven
28

1 minor children pursuant to the custody order entered on March 8, 2019, or for the
2 three oldest minor children pursuant to the *de facto* custody arrangement.

3
4 Based upon these two material changes in circumstances, the Court should
5 review child support for all seven minor children. Defendant's obligation to Aaron for
6 the three oldest minor children is calculated as follows for the months of March, April
7 and May 2020:

8
9 Defendant's GMI = $\$6,018.67 \times .26 = \$1,564.86$

10 Defendant's child support obligation to Aaron for Mirabella and Etienne
11 effective June 1, 2020 is calculated as follows:

12 Defendant's GMI = $\$6,018.67 \times .22 = \$1,324.11$

13
14 Aaron's child support obligation to Defendant for the four youngest minor
15 children is calculated as follows pursuant to NAC 425:

16 Aaron's gross monthly income is \$47,403.57

17 a. $\$6,000 \times .28 = \$1,680.00$

18 b. $\$4,000 \times .14 = \560.00

19 c. $\underline{\$37,430.57 \times .07 = \$2,618.25}$

20
21 **Total = \$4,858.25**

22 Pursuant to NAC 425.115, the parents' respective obligations are offset against
23 each other. This means that Aaron's base monthly child support obligation to
24 Defendant for the months of March, April and May 2020 is calculated as follows:
25

26 Aaron's child support obligation = \$4,858.25
27 Less Defendant's child support obligation = (\$1,564.86)
28 Equals **\$3,293.40**

1 Aaron's base child support obligation to Defendant beginning June 1, 2020 is
2 calculated as follows:

3 Aaron's child support obligation	=	\$4,858.25
4 Less Defendant's child support obligation	=	<u>(\$1,324.11)</u>
5 Equals		\$3,534.14

6 However, NAC 425.135 also requires that the cost of medical insurance for the
7 parties' minor children be divided equally between the parties. Aaron pays \$648.06
8 per month for health insurance for the parties' minor children. That amount will not
9 decrease upon Julian's graduation in May 2020 due to the number of minor children
10 the parties still have. One half of the cost of health insurance, which is \$324.03,
11 should be deducted from each of the child support obligations of Aaron set forth
12 above.
13

14 Specifically, for the months of March, April and May 2020, Aaron's net child
15 support obligation to Defendant should be **\$2,969.37**. Then, as of June 1, 2020,
16 Aaron's net child support obligation to Defendant should be **\$3,210.11** per month.
17 Lastly, the Court should order the parties to equally divide the cost of unreimbursed
18 medical expenses for their seven minor children as a part of the review of child
19 support in this case.
20

21 Defendant does not argue in her Opposition that Aaron's calculations pursuant
22 to NAC are incorrect. Instead, she tries to argue that the Court should deny Aaron's
23 request to modify child support in this case because it is allegedly not in the best
24 interest of the children in this case to have child support reduced. She relies on
25 *Fernandez v. Fernandez*, 222 P.3d 1031 (Nev. 210) in arguing that this Court must
26 consider the best interest of the children before it modifies Aaron's child support
27
28

1 obligation. However, the Nevada Supreme Court specifically holds in *Fernandez*
2 that:

3 More fundamentally, neither our statutes nor public policy supports the
4 argument that more court-ordered child support is always better for the
5 child than less. The formula and guideline statutes are not designed to
6 produce the highest award possible but rather a child support order that
7 is adequate to the child's needs, fair to both parents, and set at levels that
8 can be met without impoverishing the obligor parent or requiring that
9 enforcement machinery be deployed. (Citations omitted) *Id.* at 1037.

10 The new child support guidelines that went into effect on February 1, 2020 were
11 made after careful review of current economic data regarding the cost of raising a
12 child in Nevada. Child support set in accordance with the guidelines is presumed to
13 meet the needs of the minor children. NAC 425.100(2). Defendant has not provided
14 any evidence that the child support calculations set forth above pursuant to NAC 425
15 fail to meet the needs of Celeste, Estelle, Lisette and Emmeline.

16 IV.

17 **DEFENDANT'S COUNTERMOTION TO** 18 **MODIFY ALIMONY SHOULD BE DENIED**

19 Defendant's argument that this Court should increase Aaron's alimony
20 obligation to her dollar for dollar for each dollar that the child support obligation is
21 reduced pursuant to NAC 425 is without any legal merit. That argument assumes that
22 Defendant is entitled to receive the exact same combined amount of child support and
23 spousal support each month for the next 10 years. First of all, there is nothing in the
24 parties' Marital Settlement Agreement that provides her with such a right. Moreover,
25 that argument flies in the face of *Fernandez v. Fernandez*, 222 P.3d 1031 (Nev. 2010),
26 which specifically provides that it violates public policy for an order for child support
27
28

1 to be non-modifiable. Defendant is, in essence, arguing that she bargained for non-
2 modifiable child support. On this basis alone, Defendant's counter-motion should be
3 denied.
4

5 Second, Defendant's counter-motion for an increase in her monthly alimony is
6 without any factual merit. The primary purpose of alimony is to provide for the
7 financial needs of an ex-spouse that they are not able to meet themselves. *Kogod v*
8 *Cioffi-Kogod*, 135 Nev.Adv.Op. 9 (2019). Defendant's Financial Disclosure Form
9 filed on March 20, 2020 indicates that, even with a reduction in her child support, she
10 does not have any unmet financial needs that would warrant any increase in the \$2,000
11 per month alimony she already receives from Aaron. Defendant alleges under oath
12 that her total monthly expenses are \$6,016.81. Without any argument regarding the
13 reasonableness of those expenses, Defendant's monthly income, even after the
14 modification of child support, will *more than* meet those stated financial needs.
15 Specifically, pursuant to the calculations for child support set forth herein, Defendant
16 will still receive a total of almost \$5,000 per month from Aaron and she is also
17 receiving taxable interest income on the equalizing note of \$4,000 per month. That is
18 a total of almost \$9,000 per month in non-taxable income to Defendant. Thus, her
19 income *more than* meets her stated monthly expenses and also provides her with the
20 ability to save at least \$2,000 per month. Therefore, Defendant is unable to show that
21 she has any need for more spousal support than the \$2,000 per month Aaron is already
22 paying her. Additionally, the assets she was awarded in the divorce, including a home
23 with no mortgage and an equalizing note of more than \$1.2 million, have to be
24 considered when considering whether Defendant has any need for more alimony.
25
26
27
28

Lastly, if the Court were to consider the factual merit of Defendant's countermotion for an increase in her alimony, the Court would then also need to consider evidence regarding Defendant's own earning capacity. Specifically, Defendant has a bachelor's degree in nursing and has been licensed as a registered nurse. The Court can take judicial notice that there now is a very high demand for nurses. As a registered nurse, Defendant could earn \$80,000 to \$100,000 per year.

With all of these facts taken together, this Court should summarily deny Defendant's Countermotion for an increase in her alimony. In the event that the Court wishes to consider that Countermotion further, Aaron respectfully requests that this Court set an evidentiary hearing for the Court to hear evidence regarding Defendant's own earning capacity, her passive income and her financial needs.

V.

**DEFENDANT'S REQUEST FOR ENFORCEMENT
OF THE MSA IS ALSO WITHOUT ANY MERIT**

Aaron has hired two separate attorney's to help him with fulfilling his remaining obligations pursuant to the Marital Settlement Agreement ("MSA") set forth in Defendant's Countermotion. Randon Hansen, Esq., was hired by Aaron to address issues regarding TitleRight, LLC. Mr. Hansen has timely communicated with Defendant's counsel on these matters, Brian Steadman, Esq. It is Mr. Steadman who has not responded to Mr. Hansen's last correspondence. *See* Mr. Hansen's Declaration in Exhibit "1" of Aaron's Exhibit Appendix.

• • •

• • •

1 Aaron also hired Lars Evensen, Esq., of Holland & Hart to assist him with
2 reviewing the proposed promissory note and stock pledge agreement prepared by
3 Defendant's counsel and to negotiate the terms of the insurance trust and deal with all
4 other issues regarding the life insurance policies. Mr. Evensen has likewise
5 communicated directly with Defendant's attorney, Brian Steadman, Esq. There have
6 been drafts of these documents exchanged between the attorneys and it is Mr.
7 Steadman who has not responded to the last redlined draft Mr. Evensen sent him on
8 November 18, 2019. Mr. Evensen has not heard from Mr. Steadman since January 8,
9 2020. *See* Declaration of Mr. Evensen attached as Exhibit "2" of Aaron's Exhibit
10 Appendix.

11
12 In summary, Aaron has done everything required of him pursuant to the MSA
13 and the delay in completion of these tasks lies with Mr. Steadman and/or Defendant.
14 Defendant's frivolous Countermotion should be denied.

15 VI.

16 AARON SHOULD BE AWARDED ATTORNEY'S FEES 17 AND COSTS FROM DEFENDANT

18 NRS 18.010 states:

19 Award of attorney's fees.

20 1. The compensation of an attorney and counselor for his services
21 is governed by agreement, express or implied, which is not restrained by
22 law.

23 2. In addition to the cases where an allowance is authorized by
24 specific statute, *the court may make an allowance of attorney's fees to a*
25 *prevailing party:*

26 (a) When he has not recovered more than \$20,000; or
27
28

1 (b) Without regard to the recovery sought, when the court finds
2 that the claim, counterclaim, cross-claim or third-party complaint or defense
3 of the opposing party was brought without reasonable ground or to harass
4 the prevailing party.

5 3. In awarding attorney's fees the court may pronounce its
6 decision on the fees at the conclusion of the trial or special proceeding
7 without written motion and with or without presentation of additional
8 evidence.

9 4. No oral application or written motion for attorney's fees alters
10 the effect of a final judgment entered in the action or the time permitted for
11 an appeal therefrom.

12 5. Subsections 2, 3 and 4 do not apply to any action arising out of
13 a written instrument or agreement which entitles the prevailing party to an
14 award of reasonable attorney's fees. (Emphasis added.)

15 EDCR 7.60(b) states in pertinent part:

16 The court may, after notice and an opportunity to be heard, impose upon an
17 attorney or a party any and all sanctions which may, under the facts of the
18 case, be reasonable, including the imposition of fines, costs or attorney's
19 fees when an attorney or a party without just cause:

- 20 (1) Presents to the court a motion or an opposition to a motion which is
21 obviously frivolous, unnecessary or unwarranted; or
- 22 (2) Fails to prepare for a presentation; or
- 23 (3) So multiplies the proceedings in a case as to increase costs
24 unreasonable and vexatiously; or
- 25 (4) Fails or refuses to comply with these rules; or
- 26 (5) Fails or refuses to comply with any order of a judge of the court.

27 Not only has Defendant unreasonably refused to address the *de facto* change
28 of custody and the related modification of child support, she has filed Countermotions
that have no factual or legal merit. With regard to the Countermotion to enforce terms
of the MSA, Defendant simply failed to conduct any inquiry with her own counsel on
these issues. Had she done so, she would have learned that the delay in completion
of these matters is a result of Mr. Steadman's failure to respond to Aaron's attorneys.

As such, Defendant should be required to pay Aaron attorney's fees and costs for having to oppose her frivolous Countermotion pursuant to EDCR 7.60(b)(1), in addition to the attorneys fees and costs Aaron should be awarded pursuant to EDCR 5.501 and NRS 18.010.

VII.

CONCLUSION

WHEREFORE, based upon the foregoing, Aaron respectfully requests that this Court enter orders granting him the following relief:

1. Modifying custody of the parties seven minor children to reflect the parties' *de facto* custody arrangements;
2. Modifying Aaron's child support obligation to \$2,969.37 for the months of March, April and May 2020, and the amount of \$3,210.11, effective June 1, 2020;
3. Deny Defendant's meritless Countermotions;
4. Awarding Plaintiff attorney's fees and costs; and
5. Awarding Plaintiff such other and further relief as this court may deem just and proper in the premises.

DATED this 10th day of April, 2020.

THRONE & HAUSER

Dawn R. Throne, Esq.

Nevada Bar No. 006145

1070 West Horizon Ridge Parkway, Suite 100

Henderson, Nevada 89012

Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

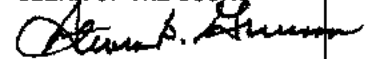
A COPY OF the foregoing "PLAINTIFF'S REPLY TO DEFENDANT'S
OPPOSITION TO MOTION TO CONFIRM *DE FACTO* PHYSICAL
CUSTODY ARRANGEMENT OF CHILDREN, TO MODIFY CHILD
SUPPORT AND FOR ATTORNEY'S FEES AND COSTS, AND PLAINTIFF'S
OPPOSITION TO DEFENDANT'S COUNTERMOTION TO MODIFY
ALIMONY; TO ENFORCE PROVISIONS OF THE PARTIES MARITAL
SETTLEMENT AGREEMENT AND FOR ATTORNEY'S FEES AND COST"

in the above-captioned matter was served this date via electronic service, pursuant
to NEFCR 9 as follows:

KAINEN LAW GROUP
Andrew Kynaston, Esq.
Service@kainenlawgroup.com
andrew@kainenlawgroup.com
carol@kainenlawgroup.com
Attorney for Defendant

DATED this 10th day of April, 2020.


an employee of THRONE & HAUSER



1 **EXHB**
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, Ste. 100
8 Henderson, Nevada 89012
9 (702) 800-3580
10 (702) 800-3581 Facsimile
11 Email: dawn@thronehauser.com
12 Attorney for Plaintiff

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 **AARON ROMANO,**
12
13 Plaintiff,

14 vs.

15 **TRACY ROMANO,**
16
17 Defendant.

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

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

18
19
20 **EXHIBIT APPENDIX TO PLAINTIFF'S REPLY TO**
21 **OPPOSITION AND OPPOSITION TO COUNTERMOTION**
22

23 Plaintiff, Aaron Romano, by and through his attorney of record, Dawn R.
24 Throne, Esq., of THRONE & HAUSER, submits the following exhibits in support of
25 "PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO MOTION TO
26 CONFIRM *DE FACTO* PHYSICAL CUSTODY ARRANGEMENT OF
27
28

1 CHILDREN, TO MODIFY CHILD SUPPORT AND FOR ATTORNEY'S FEES
2 AND COSTS, AND PLAINTIFF'S OPPOSITION TO DEFENDANT'S
3
4 COUNTERMOTION TO MODIFY ALIMONY; TO ENFORCE PROVISIONS
5 OF THE PARTIES MARITAL SETTLEMENT AGREEMENT AND FOR
6
7 ATTORNEY'S FEES AND COST."

8 Table of Contents:

Exhibit No.	Description of Exhibit	Bates No.
1	Declaration of Randon Hansen, Esq. dated April 10, 2020	PL00013- PL00014
2	Declaration of Lars Evensen, Esq. dated April 10, 2020	PL00015- PL00016

15 DATED this 10th day of April, 2020.

17 THRONE & HAUSER

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19
20 Dawn R. Throne, Esq.
Nevada Bar No. 006145
21 Michelle A. Hauser, Esq.
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Attorney for Plaintiff
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Andrew J. Kynaston, Esq.
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Andrew@kanenlawgroup.com
Carol@kainenlawgroup.com
Attorney for Defendant

Susan Fina

JA0237

EXHIBIT 1

1 **DECLARATION OF RANDON HANSEN, ESQ.**

- 2
- 3 1. I am an attorney licensed to practice law in the State of Nevada since
- 4 2000. I was retained by Mr. Romano to assist him regarding matters
- 5 related to the business known as TitleRight, LLC.
- 6 2. Specifically, TitleRight, LLC., is a Nevada LLC that is owned equally
- 7 by Mr. Romano and his ex-wife, Tracy Romano, pursuant to the terms of
- 8 their divorce settlement. Unfortunately, TitleRight, LLC., has no assets
- 9 and no income. However, it costs money for TitleRight to remain in
- 10 good standing through the Nevada Secretary of State.
- 11 3. Tracy Romano retained attorney Brian Steadman with the law firm of
- 12 Solomon Dwiggin & Freer, Ltd., to assist her with the business matters
- 13 that need to be completed pursuant to the terms of the parties' Marital
- 14 Settlement Agreement dated June 5, 2019.
- 15 4. I initially corresponded with Mr. Steadman on September 16, 2019,
- 16 regarding the actions necessary by both Aaron Romano and Tracy
- 17 Romano in order to move TitleRight, LLC., forward as an operating
- 18 business. Mr. Romano also asked that Tracy Romano be formally added
- 19 as a manager of the business. Both owners need to contribute capital to
- 20 TitleRight, LLC., in order to pay for the legal work and the fees owed to
- 21 the Secretary of State to maintain the business in good standing and able
- 22 to operate.
- 23 5. Mr. Steadman did not respond to my September 16, 2019
- 24 correspondence. As such, Mr. Romano proposed that the owners take
- 25 action to dissolve TitleRight, LLC. That request was made by
- 26 correspondence from me to Mr. Steadman dated October 19, 2019. See
- 27 Exhibit "A," which is a copy of that correspondence, without enclosure.
- 28 To date, Mr. Steadman has not responded to the requests made in the

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October 19, 2019 correspondence regarding funds necessary to dissolve
the company.

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

DATED this 10th day of April, 2020



RANDON HANSEN, ESQ.

EXHIBIT 2

1 **DECLARATION OF LARS EVENSEN, ESO.**

- 2 1. I am an attorney licensed to practice law in the State of Nevada since
3 2003. I am a partner in the law firm of Holland & Hart, LLP. I am
4 familiar with the following facts and circumstances and am competent to
5 testify as to the following if called to do so.
6
7 2. Holland & Hart, LLP was retained by Aaron Romano to represent him
8 regarding some of the legal matters that still needed to be taken care of
9 in order to comply with the parties' Marital Settlement Agreement
10 ("MSA") dated June 5, 2019. I am the day-to-day attorney on this
11 matter.
12 3. Brian Steadman, Esq. of the law firm of Solomon Dwiggins & Freer,
13 Ltd., represented to me he had been retained by Tracy Romano to assist
14 her with these same matters.
15 4. Based on my review of the MSA, I understand Mr. Romano is required
16 to execute a promissory note in favor of Tracy Romano for the
17 equalizing note, set up a life insurance trust containing mutually
18 approved terms, and sign a stock pledge agreement to secure his
19 promissory note.
20 5. It is my understanding is that Brian Steadman, Esq. at Solomon
21 Dwiggins & Freer, Ltd., was retained Tracy Romano retained to prepare
22 the MSA related promissory note and stock pledge agreement and to
23 negotiate the terms of the life insurance trust.
24 6. I have been communicating and exchanging drafts of said document
25 with Mr. Steadman regarding these matters since at least November,
26 2019.
27 7. I last sent Mr. Steadman redline versions of the various documents on or
28 about November 18, 2019.

1 8. On January 7, 2020, when I did not hear back from Mr. Steadman
2 regarding my proposed changes, I emailed him regarding the status.

3 9. On January 8, 2020, Mr. Steadman replied in an email that he would
4 look at my proposed changes to the documents and respond.

5 10. To date, I have heard nothing further from Mr. Steadman regarding these
6 matters.

7 11. In my opinion, based on my work with Mr. Romano and Mr.
8 Steadman, it is my belief that Mr. Romano has done everything
9 necessary to comply with the three specific terms of the MSA that I was
10 retained to assist him with finalizing. The delay in finalization of these
11 documents is with Mr. Steadman and/or his client Tracy Romano in
12 responding to the proposed changes to the documents sent prior to
13 January 8, 2020.

14 I declare under penalty of perjury under the law of the State of Nevada, that
15 the foregoing statement are true and correct true and correct or where statements
16 are made upon information or opinion believe them to be correct.
17

18
19 DATED this 10TH day of April, 2020

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24 LARS EVENSEN, ESQ.

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