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

Electronically Filed  
Dec 31 2020 02:28 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**AARON ROMANO,**

Appellant,

vs.

**TRACY ROMANO,**

Respondent.

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

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

**JOINT APPENDIX**

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

**VOLUME 2**

**Michelle A. Hauser, Esq.**  
Nevada Bar No. 007738  
1070 W. Horizon Ridge Pkwy, Ste 100  
Henderson, Nevada 89012  
(702) 800-3580  
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  
(702) 823-4900  
Attorney for Respondent

CHRONOLOGICAL INDEX OF APPENDIX

DESCRIPTION	DATE FILED	VOL	PAGE No.
Complaint for Divorce	11/29/16	1	JA0001- JA0004
Acceptance of Service	12/15/16	1	JA0005
Answer to Complaint for Divorce and Counterclaim for Divorce	12/29/16	1	JA0006- JA0015
Order Resolving Parent/Child Issues	03/08/19	1	JA0016- JA0042
Notice of Entry of Order Resolving Parent/Child Issues	03/08/19	1	JA0043- JA0071
Stipulated Decree of Divorce	06/12/19	1	JA0072- JA0079
MSA- Confidential Exhibit to Decree of Divorce	06/12/19	1	JA0080- JA0131
Notice of Entry of Decree of Divorce	06/12/19	1	JA0132- JA0141
Motion to Confirm De Facto Physical Custody Arrangement of Children, to Modify Child Support and for Attorney's Fees and Costs	02/28/20	1	JA0142- JA0156
Exhibit Appendix to Plaintiff's Motion to Confirm De Facto Physical Custody Arrangement of Children to Modify Child Support and for Attorney's Fees and Costs	02/28/20	1	JA0157- JA0175
Plaintiff's General Financial Disclosure Form	02/28/20	1	JA0176- JA0186
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 Defendant's Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs	03/20/20	1	JA0187- JA0211

CHRONOLOGICAL INDEX OF APPENDIX

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4				
5	Defendant's General Financial Disclosure Form	03/20/20	1	JA0212- JA0219
6	Plaintiff's Reply to Defendant's Opposition to	04/10/20	1	JA0220- JA0234
7	Motion to Confirm De Facto Physical Custody			
8	Arrangement of Children, to Modify Child Support			
9	and for Attorney's Fees and Costs and Defendant's			
10	Counter-motion to Modify Alimony; Enforce			
11	Provisions of the Parties' Marital Settlement			
12	Agreement; and for Attorney's Fees and Costs			
13	Exhibit Appendix to Plaintiff's Reply to	04/10/20	1	JA0235- JA0243
14	Opposition and Opposition to Counter-motion			
15	Defendant's Supplemental Appendix in Support of	04/15/20	2	JA0244- JA0282
16	Defendant's Opposition and Counter-motion			
17	Rough Draft Transcript of April 21, 2020 Hearing	11/20/20	2	JA0283- JA0286
18	Motion for Attorney's Fees and Memorandum of	05/06/20	2	JA0287- JA0300
19	Fees and Costs			
20	Order From Hearing on April 21 <sup>st</sup> , 2020	05/17/20	2	JA0301- JA0303
21	Opposition to Defendant's Motion for Attorney's	05/20/20	2	JA0304- JA0322
22	Fees and Memorandum of Fees and Costs and			
23	Counter-motion for Attorney's Fees Pursuant to			
24	NRCP 54(d)			
25	Notice of Entry of Order from 4/21/2020 Hearing	05/21/20	2	JA0323- JA0327
26	Aaron Romano's Notice of Appeal with Certificate	05/21/20	2	JA0328- JA0329
27	of Service attached			
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CHRONOLOGICAL INDEX OF APPENDIX

Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Opposition to Plaintiff's Countermotion for Attorney's Fees Pursuant to N.R.C.P. 54(d)	05/27/20	2	JA0330- JA0336
Order Awarding Attorney's Fees and Costs	06/19/20	2	JA0337- JA0346
Notice of Entry of Order	06/19/20	2	JA0347- JA0358
Aaron Romano's Notice of Appeal with Certificate of Service attached	06/25/20	2	JA0359- JA0371
Stipulation and Order re: Stay of Order entered on June 19, 2020 Regarding Order Awarding Attorney's Fees and Cost Pending Appeal	07/25/20	2	JA0372- JA0377

**ALPHABETIC INDEX OF APPENDIX**

<b>DESCRIPTION</b>	<b>DATE FILED</b>	<b>VOL</b>	<b>PAGE No.</b>
Aaron Romano's Notice of Appeal	05/21/20	2	JA0328- JA0329
Aaron Romano's Notice of Appeal	06/25/20	2	JA0359- JA0371
Acceptance of Service	12/15/16	1	JA0005
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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 Defendant's Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs	03/20/20	1	JA0187- JA0211
Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Opposition to Plaintiff's Countermotion for Attorney's Fees Pursuant to N.R.C.P. 54(d)	05/27/20	2	JA0330- JA0336
Defendant's Supplemental Appendix in Support of Defendant's Opposition and Countermotion	04/15/20	2	JA0244- JA0282
Exhibit Appendix to Plaintiff's Motion to Confirm De Facto Physical Custody Arrangement of Children to Modify Child Support and for Attorney's Fees and Costs	02/28/20	1	JA0157- JA0175
Exhibit Appendix to Plaintiff's Reply to Opposition and Opposition to Countermotion	04/10/20	1	JA0235- JA0243
General Financial Disclosure Form	02/28/20	1	JA0176- JA0186

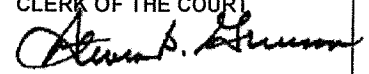
ALPHABETIC INDEX OF APPENDIX

General Financial Disclosure Form	03/20/20	1	JA0212- JA0219
Motion for Attorney's Fees and Memorandum of Fees and Costs	05/06/20	2	JA0287- JA0300
Motion to Confirm De Facto Physical Custody Arrangement of Children, to Modify Child Support and for Attorney's Fees and Costs	02/28/20	1	JA0142- JA0156
MSA- Confidential Exhibit to Decree of Divorce	06/12/19	1	JA0080- JA0131
Notice of Entry of Decree of Divorce	06/12/19	1	JA0132- JA0141
Notice of Entry of Order	06/19/20	2	JA0347- JA0358
Notice of Entry of Order from April 21, 2020 Hearing	05/21/20	2	JA0323- JA0327
Notice of Entry of Order Resolving Parent/Child Issues	03/08/19	1	JA0043- JA0071
Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Countermotion for Attorney's Fees Pursuant to NRCP 54(d)	05/20/20	2	JA0304- JA0322
Order Awarding Attorney's Fees and Costs	06/19/20	2	JA0337- JA0346
Order From Hearing on April 21 <sup>st</sup> , 2020	05/17/20	2	JA0301- JA0303

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ALPHABETIC INDEX OF APPENDIX

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
Rough Draft Transcript of April 21, 2020 Hearing	04/21/20	2	JA0283- JA0286
Stipulation and Order re: Stay of Order entered on June 19, 2020 Regarding Order Awarding Attorney's Fees and Costs Pending Appeal	7/25/20	2	JA0372- JA0377
Stipulated Decree of Divorce	06/12/19	1	JA0072- JA0079



1 **SUPP**  
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  
8 Las Vegas, Nevada 89129  
9 Telephone: (702) 823-4900  
10 Facsimile: (702) 823-4488  
11 service@kainenlawgroup.com  
12 Attorneys for Defendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

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

Date of Hearing: 4/21/2020  
Time of Hearing: 10:00 p.m.

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

**DEFENDANT'S SUPPLEMENTAL APPENDIX IN SUPPORT OF  
DEFENDANT'S OPPOSITION AND COUNTERMOTION**

17 COMES NOW, Defendant, TRACY ROMANO, through her attorney,  
18 ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP, PLLC.,  
19 and hereby supplements with the following document:  
20

**LIST OF APPENDIX DOCUMENTS**

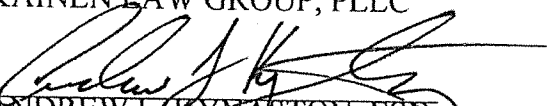
Title of Document(Description)	Exhibit No.	Bates Stamp
23 Transcription of conversation between 24 Tracy and minor child, Etienne (the 25 audio recording can be provided upon request);	A	ROMANO-0001 - ROMANO-0003
26 Calendar print out regarding custody 27 prepared by Aaron, from February 2020, through April 2020;	B	ROMANO-0004 - ROMANO-0007
28 ...		



- 1 Email exchange from Tracy to Aaron, C ROMANO-0008  
2 regarding items not received pursuant  
to the Marital Settlement Agreement.
- 3 Declaration of Brian K. Steadman, Esq., D ROMANO-0009  
4 including exhibits contained therein ROMANO-0032  
(Exhibit A - Exhibit H)

5 DATED this 15<sup>th</sup> day of April, 2020.

6 KAINEN LAW GROUP, PLLC

7 By: 

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

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15<sup>th</sup> day of April, 2020, I caused to be served the foregoing *Defendant's Supplemental Appendix in Support of Defendant's Opposition and Counter-motion* 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

  
Employee at  
KAINEN LAW GROUP, PLLC

**EXHIBIT "A"**

## Andrew Kynaston

---

**From:** Tracy Romano <tracyjromano@icloud.com>  
**Sent:** Tuesday, April 14, 2020 12:35 PM  
**To:** Andrew Kynaston  
**Subject:** Etienne voice recording transcription

February 5th, 2020

Tracy's conversation with Etienne after school

Mother: But what I don't understand is why is dad blocking me on your phone?

Etienne: I don't know, he just tells me not to unblock

Mother: Dad tells you what?

Etienne: Not to unblock

Mother: Not to unblock me? When did he say that?

Etienne: Yesterday

Mother: So, what did you say to him?

Etienne: I just said "ok"

Mother: No no but what did you say as far as our conversation and all that?

Etienne: I just said "Mom wonders why she's blocked" that's what I said

Mother: And what did he say?

Etienne: He said just don't unblock

Mother: He said what?

Etienne: He said just don't unblock

Lisette: Woooooooooooo! Woooooooooooo!

Mother: Hey- Lisette! I don't appreciate that.

Mother: I, I didn't hear- he said what?

Etienne: He said just don't unblock her

Mother: But why is he saying don't unblock me?

Etienne: I don't know

Mother: So what did you say?

Etienne: I just said ok. I just went along with it

Mother: So how did he know that you were unblocking me?

Etienne: I mean, it's pretty obvious who... it's unblocked and there's really no other possible way. It's pretty obvious

Mother: But how did he know that you were unblocking me?

Etienne: I don't know, but it's pretty obvious, cuz- who else would be unblocking?

Mother: Right, right. But, Do you want to block me on your phone?

Etienne: No. I, I mean, this is technically dads phone.

Mother: No, thats not my question. My question is do YOU want to block me on your phone?

Etienne: No, but this is dads phone. His rules

Mother: So that's his rule?

Etienne: I dunno. That's what I think

Mother: So... I wonder why he's having you, he's blocking me on your phone. Any ideas?

Etienne: uh uh (no)

Mother: How do you feel about that?

Etienne: I mean, it's life

Mother: But how do you feel when he's making you block your mom on your phone

Etienne: It's his decision. It's his fault

Mother: It's his fault?

Etienne: I mean, he's kind of forcing it, so yeah

Mother: How is he forcing it?

Etienne: Like, how do i explain it? Like whenever we unblock it, he always blocks it right back

Mother: Does he say why?

Etienne: Nope

Mother: So he has me blocked on Mirabella's too?

Etienne: I dunno, probably

**EXHIBIT "B"**

# Kid Schedule April 2020

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

ROMANO-0004



# Kid Schedule March 2020

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2 Etienne at other house then picked up with GIRLS at 4:30	3 Etienne at other house until boxing pick up at park at 3:15	4 Etienne picked up at school by Aaron.	5 Etienne at other house until boxing pick up at park at 3:15	6 Etienne picked up at school by Aaron.	7 GIRLS at other house.	8 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.	GIRLS at other house.		
9 NO SCHOOL GIRLS at other house.	10 Etienne at other house until boxing pick up at park at 3:15 GIRLS at other house.	11 Etienne at other house until 4:30 then picked up at park. GIRLS at other house.	12 Etienne at other house until boxing pick up at park at 3:15 GIRLS at other house.	13 Etienne picked up at school by Aaron. CLE picked up by Aaron at school.	14 CLE - with Aaron until Saturday night: at 6 pm	15 GIRLS at other house.
16 Etienne at other house then picked up with GIRLS at 4:30 Girls picked up at 4:30 pm back at 7:00pm	17 Etienne at other house until boxing pick up at park at 3:15 GIRLS at other house.	18 Etienne at other house then picked up with GIRLS at 4:30 Girls picked up at 4:30 pm back at 7:00pm	19 Etienne at other house until boxing pick up at park at 3:15 GIRLS at other house.	20 Etienne picked up at school by Aaron. GIRLS at other house.	21 GIRLS at other house.	22 GIRLS at other house.
23 Etienne at other house then picked up with GIRLS at 4:30 Girls picked up at 4:30 pm back at 7:00pm	24 Etienne at other house until boxing pick up at park at 3:15 GIRLS at other house.	25 Etienne at other house until 4:30 then picked up at park. GIRLS at other house.	26 Etienne at other house until boxing pick up at park at 3:15 GIRLS at other house.	27 Etienne picked up at school by Aaron. GIRLS at other house.	28 GIRLS at other house.	29 GIRLS at other house.

ROMANO-0005

# Kid Schedule March 2020

30 31

Etienne at other house then picked up with GIRLS at 4:30

Etienne at other house until boxing pick up at park at 3:15

Girls picked up at 4:30 pm back at 7:00pm

GIRLS at other house.

ROMANO-0006

JA0254

# Kid Schedule February 2020

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

ROMANO-0007

**EXHIBIT "C"**

**Andrew Kynaston**

---

**From:** Tracy Romano <tracyjromano@icloud.com>  
**Sent:** Tuesday, April 14, 2020 11:48 AM  
**To:** Andrew Kynaston  
**Subject:** Fwd: Document request

Begin forwarded message:

**From:** Tracy Romano <tracyjromano@icloud.com>  
**Subject:** Document request  
**Date:** November 4, 2019 at 11:54:48 AM PST  
**To:** Aaron Romano <aaron@romanohome.com>

Aaron,

In reviewing our MSA there are still a few items I've not yet received. I've asked you for them a couple times but wanted to send a formal request.

Promissory Note  
(Due within 15 days of executed MSA)

TitleRight operating agreement  
(Due within 5 days of executed MSA)

Copies of policy declaration pages for life insurance policies  
(Due within 30 days of executed MSA)

Life Insurance Trust

Thank you,

Tracy

**EXHIBIT "D"**

DECLARATION OF BRIAN K. STEADMAN, ESQ.

1. I am an attorney licensed to practice law in the State of Nevada. I was retained by Ms. Tracy Romano ("Tracy") to assist her regarding personal matters, including a promissory note and stock pledge agreement set forth in the Marital Settlement Agreement dated June 5, 2019 (the "Marital Settlement Agreement").

2. It should be noted that I have not been retained to draft or assist in drafting a life insurance trust, nor have I discussed this issue with either Mr. Randon Hansen or Mr. Lars Evensen.

**History relating to TitleRight LLC**

3. On September 16, 2019, I was contacted by Mr. Randon Hansen regarding issues relating to TitleRight LLC. A copy of the correspondence from Mr. Hansen is attached hereto as Exhibit A.

4. In essence, the September 16, 2019, correspondence dictated that Mr. Hansen has been chosen, without Tracy's prior knowledge or consent, as the corporate counsel for TitleRight LLC and that Tracy was responsible for capital contributions to fund undisclosed legal and business operations.

5. On October 9, 2019, I received a second correspondence from Mr. Hansen regarding TitleRight LLC. A copy of the correspondence from Mr. Hansen is attached hereto as Exhibit B.

6. The October 9, 2019, correspondence essentially threatened unilateral dissolution claiming that TitleRight LLC "does not have capital to address funding requirements."

7. In response to the October 9, 2019, correspondence, I set a time certain to speak with Mr. Hansen for October 23, 2019, at 3:00. Mr. Hansen did not answer when I called at the pre-set time.

8. I immediately sent an e-mail to Mr. Hansen requesting certain basic information relating to TitleRight LLC on October 23, 2019. A copy of my e-mail is attached hereto as Exhibit C.

9. On October 24, 2019, Mr. Hansen replied to my October 23, 2019, e-mail. A copy of Mr. Hansen's reply is attached hereto as Exhibit D. It should be noted that Mr. Hansen has not provide me with the information requested in my October 23, 2019, email. In fact, at no time have I been provided with the information requested in my October 23, 2019, correspondence.

10. As Mr. Hansen's October 24, 2019, email ignored nearly all of the critical information necessary for me to evaluate the concerns raised in Mr. Hansen's prior communications, I responded to Mr. Hansen's October 24, 2019, e-mail on October 27, 2019, revising and reiterating my requests for information. A copy of my October 27, 2019,

ROMANO-0009

JA0259

correspondence is attached hereto as Exhibit E. Again, it should be noted that, to date, I have not been provided with any information listed in my October 23, 2019, or October 27, 2019, emails.

11. On October 29, 2019, I received an email from Mr. Lars Evensen stating that there has been some misunderstandings and issues regarding TitleRight LLC coupled with a request for an informal conversation regarding TitleRight LLC with our respective clients. Mr. Evensen requested that I review a 2005 bankruptcy regarding North American Deed Company prior to such meeting. A copy of Mr. Evensen's October 29, 2019, e-mail is attached hereto as Exhibit F.

12. I responded to Lars on October 29, 2019, with substantially identical questions already posed to Mr. Hansen, but included a question regarding consultation with a Certified Public Accountant regarding the implications of the dissolution. A copy of my October 29, 2019, email is attached hereto as Exhibit G.

13. I thereafter pulled the docket regarding the 2005 bankruptcy case regarding North American Deed Company and noticed there were 519 entries. Finding the request to review a 15-year-old bankruptcy case that addressed topics completely unrelated to my simple information requests very unusual, I requested more guidance from Mr. Evensen on October 29, 2019, as to what, in particular, I should be reviewing. A copy of my response dated October 29, 2019, is attached hereto as Exhibit H.

14. Since my October 29, 2019, email to Mr. Evensen, I have received no further information regarding TitleRight LLC.

#### **History Relating to Promissory Note and Pledge Agreement**

15. My firm drafted a proposed Promissory Note and Pledge and Security Agreement which was presented to and reviewed by Tracy in early August, 2019. It was thereafter provided to Mr. Aaron Romano ("Aaron") by Tracy in mid to late August, 2019. At that time, I was unaware whether Aaron was being represented by counsel on these issues.

16. On September 16, 2019, I received an email from Mr. Evensen requesting copies of what was provided to Mr. Romano. I provided the same to Mr. Evensen on September 17, 2019.

17. I followed-up with Mr. Evensen on October 23, 2019, regarding the status, and Mr. Evensen replied shortly thereafter.

18. I followed-up again via email with Mr. Evensen on November 12, 2019, regarding the status.

19. I spoke with Mr. Evensen on or about November 18, 2019, wherein he requested a copy of the Divorce Decree and Marital Settlement Agreement, which I provided to him.

20. On November 18, 2019, Mr. Evensen provided me redlined versions of the Promissory Note, Pledge and Security Agreement, and Revocation of Trust Agreement, originally provided to his client in August, 2019.

ROMANO-0010

JA0260



21. Upon review of Mr. Evensen's revisions, I do not believe they meet the required standards set forth in the Marital Settlement Agreement.

22. In particular, Section 9.2 of the Marital Settlement Agreement requires that Tracy "shall be fully secured for all obligations existing from [Mr. Romano] to [Tracy], and that [Tracy] be under no unreasonable risk with regards to [Mr. Romano's] handling of his business affairs."

23. The revised drafts provided by Mr. Evensen have eliminated nearly all of the protections in the original drafts.

24. That said, at this time, I believe that Mr. Evensen and I can reach mutually agreed upon terms, and I am willing to renew negotiations.

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

Dated April 15, 2020.

  
Brian K. Steadman, Esq.

ROMANO-0011

JA0261

EXHIBIT A

ROMANO-0012

JA0262



Randon Hansen, ESQ  
861 Barrhead Ave. Henderson, NV 89012  
Phn: 702-696-8489  
Email: randon@hansenlawofficesltd.com

Solomon Dwiggin & Freer, Ltd.  
Attention: Mr. Brian Steadman  
9060 West Cheyenne Avenue  
Las Vegas, NV 89129

September 16, 2019

Re: TitleRight LLC ("TitleRight" or "Company") Organizational Matters

Dear Mr. Steadman,

This firm represents TitleRight. Correspondence was forwarded from your client, Tracy Romano, who is inquiring about business related items that this firm is handling for the Company.

In order to move forward with any corporate activities and to bring Title Right's corporate registrations into compliance, a retainer in the amount of \$5,000 is being collected from the shareholders. Your client's portion is \$2,500.

In addition, because the entity has not engaged in substantial business activities for a significant period of time, please be aware that TitleRight is in need of capital to pay for, among other things: business licenses, Secretary of State of Nevada fees, rent, business equipment, IT services for networking, employee salaries, attorney's fees and other business needs. If TitleRight does not receive the funds from the shareholders to further the business, it is recommended that it be dissolved in order to avoid continuing accrual of expenses and liabilities.

Mr. Romano has requested that your client be listed as a manager of the Company. As TitleRight is currently required to update its status with the Secretary of State of Nevada, your client can be easily added provided the shareholders mutually agree to continue funding the entity.

The firm's billing rate is \$475 per hour and fees are billed monthly. Out-of-pocket expenses are to be paid directly by the client. The retainer amount is evergreen with monthly fees to be paid in full upon receipt of the billing statements. The retainer will be applied to overdue balances, the final bill, or returned at the end of the engagement if there are no amounts due and owing.

Please forward a check in the amount of \$2,500 payable to R Hansen Law, PC at the following address:

Randon Hansen, Esq.  
R Hansen Law, PC  
861 Barrhead Ave.  
Henderson, NV 89012

Once the retainer is received, the company will proceed with ordinary course corporate meetings and resolutions to bring TitleRight current and determine its future according to the goals of the shareholders.

Sincerely,

A handwritten signature in black ink, appearing to be 'Randon Hansen', written over a horizontal line.

Randon Hansen, Esq.  
randon@hansenlawofficesltd.com

ROMANO-0013

JA0263

EXHIBIT B

ROMANO-0014

JA0264



Randon Hansen, ESQ  
861 Barrhead Ave. Henderson, NV 89012  
Phn: 702-696-8489  
Email: [randon@hansenlawofficesltd.com](mailto:randon@hansenlawofficesltd.com)

Solomon Dwiggin & Freer, Ltd.  
Attention: Mr. Brian Steadman  
9060 West Cheyenne Avenue  
Las Vegas, NV 89129

October 9, 2019

Re: TitleRight LLC ("TitleRight" or "Company") Organizational Matters

Dear Mr. Steadman,

Correspondence was sent to you on September 16, 2019 regarding corporate actions necessary to address the current status of TitleRight. No response has been received regarding contributions to move the company forward as an operating business. As such, and due to the fact that TitleRight does not have capital to address funding requirements, Mr. Romano has requested that it be dissolved in order to avoid continuing expenses and liabilities accruing to the shareholders.

There has also been no response to the request that your client be added as a manager. Based on the existing Company structure and at the request Mr. Romano in his capacity as manager and shareholder has caused to be prepared and executed, the attached documents related dissolution of TitleRight. Final articles of dissolution are anticipated to be filed with the Nevada Secretary of State on or before October 15, 2019.

If your client prefers to conduct a member meeting to accomplish the foregoing, kindly provide dates and times that your client will be available. Otherwise, have your client execute the attached and we will proceed as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randon Hansen', is written over a horizontal line.

Randon Hansen, Esq.  
[randon@hansenlawofficesltd.com](mailto:randon@hansenlawofficesltd.com)

encl.

ROMANO-0015

JA0265

**ACTION BY WRITTEN CONSENT  
OF THE MEMBERS  
of  
TITLERIGHT LLC,  
a Nevada limited liability company**

The undersigned members (the "Members") of TITLERIGHT LLC, a Nevada limited liability company (the "Company"), acting in accordance with Nevada law do hereby waive all notice of time, place or purpose of a meeting and consent to, approve and adopt the following recitals and resolutions by written consent:

**WHEREAS**, by action of the members of record, acting without a meeting, pursuant to Nevada General Corporate Law and Article 7.2 of the Operating Agreement (the "Operating Agreement") of the Company, the members have determined to dissolve the Company due to the fact that it is no longer conducting business and the members have determined not to invest further in maintaining Company operations;

**AND WHEREAS**, the Members have determined that it is in the best interest of the Company to approve, ratify and/or authorize all actions necessary to dissolve the Company and wind down its business by addressing the final obligations of the Company;

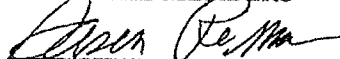
**AND, WHEREAS**, pursuant to Article 12 of the Operating Agreement, members may determine to dissolve the Company and take other steps to wind down its business;

**NOW THEREFORE BE IT RESOLVED**, Manager Aaron Romano is expressly authorized to take all steps necessary to dissolve the Company and wind down its operations; including without limitation, to make such filings and applications to execute and deliver such documents and instruments and to do such acts and things as he deems necessary in order to obtain such authorizations and approvals as are necessary or desirable for the dissolution of the Company's business and to implement the above-described authorizations and transactions.

This Consent may be executed in counterparts and electronic signatures shall be deemed effective as originals, each of which shall constitute an original but which, together, shall constitute a single instrument.

This Action by Written Consent of the members shall be effective for all purposes as of October 8, 2019. This Consent shall be filed with the minutes of the Company.

**ALL OF THE MEMBERS**

  
\_\_\_\_\_  
Aaron Romano

\_\_\_\_\_  
Tracy Romano

ROMANO-0016

JA0266

EXHIBIT C

ROMANO-0017

JA0267

**Brian K. Steadman**

---

**From:** Brian K. Steadman  
**Sent:** Wednesday, October 23, 2019 3:06 PM  
**To:** 'Randon Hansen'  
**Cc:** Crystal M. Myers  
**Subject:** RE: TitleRight LLC Corporate Matters (Romano)

Randon,

I left you a voicemail regarding these issues. Can you call me when you have a minute.

Also, can you send me for Titreright:

1. The Operating Agreement for Titreright LLC
2. 2018 and 2019 balance sheets and p&ls
3. the 2017 and 2018 tax returns for Titreright LLC
4. Any minutes since 2018 regarding Titreright

I note that you state you are representing Titreright itself as opposed to Aaron. Accordingly, we assume your recommendations are for the benefit of all members, including Tracy.

Sincerely,

Brian K. Steadman, Esq.

Solomon Dwiggin & Freer, Ltd.  
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129  
Direct: 702.589.3510 | Office: 702.853.5483 | Facsimile: 702.853.5485  
Email: bsteadman@sdfnlaw.com | web: www.sdfnlaw.com  
www.linkedin.com/company/solomon-dwiggin-&-freer-ltd- | www.facebook.com/sdfnlaw

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-----Original Message-----

**From:** Randon Hansen <randon@hansenlawofficesltd.com>  
**Sent:** Wednesday, October 9, 2019 4:04 PM  
**To:** Brian K. Steadman <bsteadman@sdfnlaw.com>  
**Subject:** RE: TitleRight LLC Corporate Matters (Romano)

Please see the attached correspondence and documentation. Feel free to call with any questions.

Regards,



Randon Hansen, Esq.  
Office: 702-827-1818  
Cell: 702-696-8489  
www.hlonv.com

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---

From: Brian K. Steadman [bsteadman@sdfnlaw.com]  
Sent: Monday, September 16, 2019 2:45 PM  
To: Randon Hansen  
Subject: Automatic reply: TitleRight LLC Corporate Matters (Romano)

I will be out of the office returning Tuesday, September 17, 2019. I will have limited access to e-mails while I am away. Should you need any assistance, please contact Crystal at 702-589-3501.

EXHIBIT D

ROMANO-0020

JA0270

**Brian K. Steadman**

---

**From:** Randon Hansen <randon@hansenlawofficesltd.com>  
**Sent:** Thursday, October 24, 2019 1:31 PM  
**To:** Brian K. Steadman  
**Subject:** TitleRight

Brian:

Thank you for the response. Let me know if you are available for a call tomorrow morning to discuss the matter. As a precursor to the conversation, the proposed engagement was for the limited purpose of either renewing the corporate entity or shutting the business down. I have been informed, and believe your client has been as well, that TitleRight has not conducted business and has had no income and, therefore, no tax returns have been filed.

Additionally, I will note that the retainer requested has not been paid. As I understand it, TitleRight has no funds with which to make payment. In order to move forward, the members will need to fund the retainer. Please advise as to Ms. Romano's intent regarding payment of her portion of the retainer and her position on funding the business going forward or closing it down. I will follow up with Mr. Romano on the retainer issue. As is evident from the prior correspondence, he has communicated his desire to officially dissolve the business.

As previously noted, if a meeting of the members needs to be held to resolve this, please consult with your client regarding dates and times for such a meeting prior to our call. Resolution of any controversy between the parties and payment of the retainer is a condition to continued efforts.

Regards

Randon Hansen, Esq.  
Office: 702-827-1818  
Cell: 702-696-8489  
www.hlonv.com

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EXHIBIT E

ROMANO-0022

JA0272

**Brian K. Steadman**

---

**From:** Brian K. Steadman  
**Sent:** Sunday, October 27, 2019 8:44 AM  
**To:** Randon Hansen  
**Cc:** Crystal M. Myers  
**Subject:** RE: TitleRight

Randon:

In order for me to properly advise my client, and before any capital contributions can be made, I need the paperwork I requested. While you responded to the question regarding the tax returns, I need any and all information regarding Titreright LLC's assets, including Intellectual Property or other rights. Therefore, I am updating and reiterating my requests. Please send me:

1. The Operating Agreement for Titreright LLC
2. 2013-2019 balance sheets and p&ls
3. the 2013-2018 tax returns for Titreright LLC
4. Any minutes since 2018 regarding Titreright
5. Any agreements, former and current, whether verbal or written, between Titreright LLC and any other individual or entity
6. Copies of all books and records of Titreright LLC since 2013

Once I have the foregoing documents, I can advise my client the appropriate direction.

Please let me know if you have any questions.

Sincerely,

Brian K. Steadman, Esq.

Solomon Dwigins & Freer, Ltd.  
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129  
Direct: 702.589.3510 | Office: 702.853.5483 | Facsimile: 702.853.5485  
Email: [bsteadman@sdfnlaw.com](mailto:bsteadman@sdfnlaw.com) | web: [www.sdfnlaw.com](http://www.sdfnlaw.com)  
[www.linkedin.com/company/solomon-dwigins-&-freer-ltd-](http://www.linkedin.com/company/solomon-dwigins-&-freer-ltd-) | [www.facebook.com/sdfnlaw](http://www.facebook.com/sdfnlaw)

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-----Original Message-----

**From:** Randon Hansen <[randon@hansenlawofficesltd.com](mailto:randon@hansenlawofficesltd.com)>  
**Sent:** Thursday, October 24, 2019 1:31 PM  
**To:** Brian K. Steadman <[bsteadman@sdfnlaw.com](mailto:bsteadman@sdfnlaw.com)>  
**Subject:** TitleRight

Brian:

Thank you for the response. Let me know if you are available for a call tomorrow morning to discuss the matter. As a precursor to the conversation, the proposed engagement was for the limited purpose of either renewing the corporate entity or shutting the business down. I have been informed, and believe your client has been as well, that TitleRight has not conducted business and has had no income and, therefore, no tax returns have been filed.

Additionally, I will note that the retainer requested has not been paid. As I understand it, TitleRight has no funds with which to make payment. In order to move forward, the members will need to fund the retainer. Please advise as to Ms. Romano's intent regarding payment of her portion of the retainer and her position on funding the business going forward or closing it down. I will follow up with Mr. Romano on the retainer issue. As is evident from the prior correspondence, he has communicated his desire to officially dissolve the business.

As previously noted, if a meeting of the members needs to be held to resolve this, please consult with your client regarding dates and times for such a meeting prior to our call. Resolution of any controversy between the parties and payment of the retainer is a condition to continued efforts.

Regards

Randon Hansen, Esq.  
Office: 702-827-1818  
Cell: 702-696-8489  
www.hlonv.com

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EXHIBIT F

ROMANO-0025

JA0275

**Brian K. Steadman**

---

**From:** Lars Evensen <LKEvensen@hollandhart.com>  
**Sent:** Tuesday, October 29, 2019 1:44 PM  
**To:** Brian K. Steadman  
**Cc:** Crystal M. Myers; Charlene A. Bowman; Aaron Romano; Randon Hansen  
**Subject:** Romano v. Romano

Brian –

I received a call today from my client Mr. Romano, regarding interest held in a dormant entity, TitleRight. I understand corporate counsel Mr. Hansen has sent you (your client) a letter regarding the same.

I think there are some misunderstandings and issues regarding this entity, its status, what, if anything, it holds, and its operation or lack thereof.

My client, Mr. Romano, as a share/interest holder – given his historical knowledge – is offering to participate in an informal question and answer session with you regarding the entity. Obviously, as Mr. Romano's counsel, I will want to participate in that discussion.

However, before scheduling such a meeting, I would strongly recommend you review the events associated with North American Deed Company's bankruptcy (confirmed Chapter 11), case No. 05-10775-LBR. The review will give you context for the discussion.

If you have questions, let me know.

(Unrelated - I have blocked out my calendar to look at the other stuff tomorrow).

Sincerely -

---

Lars Evensen  
Partner  
9555 Hillwood Drive, 2nd Floor, Las Vegas, NV 89134  
T 702.669.4631

**HOLLAND & HART** 



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EXHIBIT G

ROMANO-0027

JA0277

**Brian K. Steadman**

---

**From:** Brian K. Steadman  
**Sent:** Tuesday, October 29, 2019 2:16 PM  
**To:** 'Lars Evensen'  
**Cc:** Crystal M. Myers; Charlene A. Bowman; Randon Hansen; Crystal M. Myers  
**Subject:** RE: Romano v. Romano

Hi Lars,

I will review the 2005 bankruptcy case outlined below, but, as I said to Randon, I am in the dark on this entity and need information before I feel comfortable participating in any exchange. Certainly, something had to have happened since 2005, as Titreright was established in 2012.

I requested copies of the following:



1. The Operating Agreement for Titreright LLC
2. 2013-2019 balance sheets and p&ls
3. the 2013-2018 tax returns for Titreright LLC
4. Any minutes since 2018 regarding Titreright
5. Any agreements, former and current, whether verbal or written, between Titreright LLC and any other individual or entity
6. Copies of all books and records of Titreright LLC since 2013

Are there issues with providing this information ahead of time, and, if so, can you outline those issues?

Also, has anyone obtained tax advice from a CPA as to the implications of the dissolution?

Sincerely,

Brian K. Steadman, Esq.

Solomon Dwiggin & Freer, Ltd.  
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129  
Direct: 702.589.3510 | Office: 702.853.5483 | Facsimile: 702.853.5485  
Email: [bsteadman@sdfnlaw.com](mailto:bsteadman@sdfnlaw.com) | web: [www.sdfnlaw.com](http://www.sdfnlaw.com)  
 [www.linkedin.com/company/solomon-dwiggin-&-freer-ltd-](http://www.linkedin.com/company/solomon-dwiggin-&-freer-ltd-) |  [www.facebook.com/sdfnlaw](http://www.facebook.com/sdfnlaw)

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**From:** Lars Evensen <LKEvensen@hollandhart.com>  
**Sent:** Tuesday, October 29, 2019 1:44 PM  
**To:** Brian K. Steadman <bsteadman@sdfnvlaw.com>  
**Cc:** Crystal M. Myers <CMyers@sdfnvlaw.com>; Charlene A. Bowman <CABowman@hollandhart.com>; Aaron Romano <aaron@romanohome.com>; Randon Hansen <randon@hansenlawofficesltd.com>  
**Subject:** Romano v. Romano

Brian –

I received a call today from my client Mr. Romano, regarding interest held in a dormant entity, TitleRight. I understand corporate counsel Mr. Hansen has sent you (your client) a letter regarding the same.

I think there are some misunderstandings and issues regarding this entity, its status, what, if anything, it holds, and its operation or lack thereof.

My client, Mr. Romano, as a share/interest holder – given his historical knowledge – is offering to participate in an informal question and answer session with you regarding the entity. Obviously, as Mr. Romano's counsel, I will want to participate in that discussion.


However, before scheduling such a meeting, I would strongly recommend you review the events associated with North American Deed Company's bankruptcy (confirmed Chapter 11), case No. 05-10775-LBR. The review will give you context for the discussion.

If you have questions, let me know.  
(Unrelated - I have blocked out my calendar to look at the other stuff tomorrow).

Sincerely -

---

Lars Evensen  
Partner  
9555 Hillwood Drive, 2nd Floor, Las Vegas, NV 89134  
T 702.669.4631

**HOLLAND & HART** 



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EXHIBIT H

ROMANO-0030

JA0280

**Brian K. Steadman**

---



**From:** Brian K. Steadman  
**Sent:** Tuesday, October 29, 2019 3:51 PM  
**To:** 'Lars Evensen'  
**Cc:** Crystal M. Myers; Charlene A. Bowman; Randon Hansen  
**Subject:** RE: Romano v. Romano

Ili Lars,

I pulled the docket on the Bankruptcy case and there are 519 entries. Can you point me to a specific document or filing that can assist us in moving forward?

Sincerely,

Brian K. Steadman, Esq.

Solomon Dwiggin & Freer, Ltd.  
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129  
Direct: 702.589.3510 | Office: 702.853.5483 | Facsimile: 702.853.5485  
Email: [bsteadman@sdfnlaw.com](mailto:bsteadman@sdfnlaw.com) | web: [www.sdfnlaw.com](http://www.sdfnlaw.com)  
 [www.linkedin.com/company/solomon-dwiggin-&-freer-ltd-](http://www.linkedin.com/company/solomon-dwiggin-&-freer-ltd-) |  [www.facebook.com/sdfnlaw](http://www.facebook.com/sdfnlaw)

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**From:** Lars Evensen <[LKEvensen@hollandhart.com](mailto:LKEvensen@hollandhart.com)>  
**Sent:** Tuesday, October 29, 2019 1:44 PM  
**To:** Brian K. Steadman <[bsteadman@sdfnlaw.com](mailto:bsteadman@sdfnlaw.com)>  
**Cc:** Crystal M. Myers <[CMyers@sdfnlaw.com](mailto:CMyers@sdfnlaw.com)>; Charlene A. Bowman <[CABowman@hollandhart.com](mailto:CABowman@hollandhart.com)>; Aaron Romano <[aaron@romanohome.com](mailto:aaron@romanohome.com)>; Randon Hansen <[randon@hansenlawofficesltd.com](mailto:randon@hansenlawofficesltd.com)>  
**Subject:** Romano v. Romano

Brian --

I received a call today from my client Mr. Romano, regarding interest held in a dormant entity, TitleRight. I understand corporate counsel Mr. Hansen has sent you (your client) a letter regarding the same.

I think there are some misunderstandings and issues regarding this entity, its status, what, if anything, it holds, and its operation or lack thereof.

My client, Mr. Romano, as a share/interest holder -- given his historical knowledge -- is offering to participate in an informal question and answer session with you regarding the entity. Obviously, as Mr. Romano's counsel, I will want to participate in that discussion.

However, before scheduling such a meeting, I would strongly recommend you review the events associated with North American Deed Company's bankruptcy (confirmed Chapter 11), case No. 05-10775-LBR. The review will give you context for the discussion.

If you have questions, let me know.

(Unrelated - I have blocked out my calendar to look at the other stuff tomorrow).

Sincerely -


---

Lars Evensen

Partner

9555 Hillwood Drive, 2nd Floor, Las Vegas, NV 89134

T 702.669.4631

**HOLLAND & HART.** 



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FILED

NOV 20 2020

*Alvin J. Blum*  
CLERK OF COURT

1 TRANS

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COPY

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

AARON ROMANO,	)	CASE NO. D-16-543114-D
	)	DEPT. C
Plaintiff,	)	
	)	APPEAL NO. 81259
vs.	)	81439
	)	
TRACY ROMANO,	)	
	)	SEALED
Defendant.	)	

ROUGH DRAFT

BEFORE THE HONORABLE REBECCA L. BURTON, DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

TUESDAY, APRIL 21, 2020

APPEARANCES:

The Plaintiff:	AARON ROMANO
For the Plaintiff:	DAWN R. THRONE, ESQ. 1070 W. Horizon Ridge Pkwy. Suite 100 Henderson, Nevada 89012
The Defendant:	TRACY ROMANO
For the Defendant:	EDWARD KAINEN, ESQ. 3303 Novat Street Suite 200 Las Vegas, Nevada 89129

1 LAS VEGAS, NEVADA TUESDAY, APRIL 11, 2020  
2 PROCEEDINGS  
3 (CASE PROCEEDING BEGAN AT 10:49:30.)  
4 THE CLERK: Judge, we are on the record.  
5 THE COURT: All right. Sorry, so sorry for the delay  
6 this morning. We've had some really contentious arguments  
7 here.  
8 Okay. Are we on the record now?  
9 THE CLERK: Yes.  
10 THE COURT: Okay. This is Case D-19-01911-D, Aaron  
11 Romano versus Tracy Romano.  
12 Let's have counsel's appearances, please, first for  
13 Aaron Romano.  
14 MR. THORNE: Good morning, Your Honor. Dawn Thorne, Bar  
15 Number 6149, on behalf of Mr. Romano, who is appearing also by  
16 video.  
17 THE COURT: Okay. Thank you.  
18 Mr. Romano, can you hear us? Can you hear us?  
19 MS. THORNE: Is your -- are you on mute?  
20 THE COURT: Sounds like he's having technical  
21 difficulties.  
22 Can -- can you hear us?  
23 THE CLERK: Mr....  
24 THE COURT: Yes?  
25 THE CLERK: ...Romano, if you can...  
26  
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Case # 19-01911-D Filed 04/11/20  
Printed on 4/11/2020 10:58:51 AM  
Case # 19-01911-D Filed 04/11/2020 10:58:51 AM

1 THE COURT: Waive your...  
2 THE CLERK: ...hear us...  
3 THE COURT: ...hand...  
4 THE CLERK: ...waive...  
5 THE COURT: ...if you can hear us...  
6 THE CLERK: Okay. Somebody...  
7 MS. THORNE: Yeah, he can't hear a thing. So I think  
8 he's reloading or may have to go to a phone.  
9 THE COURT: Okay.  
10 While he's doing that, Tracy Romano's counsel,  
11 please state your appearance.  
12 MR. KYNASTON: Okay. Good morning, Your Honor. Andrew  
13 Kynaston. My Bar Number is 8147. Also present in the room is  
14 my partner, Ed Kainen. And Tracy Romano is present. We're --  
15 we're six feet apart in our conference room, so.  
16 THE COURT: I see you're social distancing over there.  
17 Okay. Thank you.  
18 All right. We have Mr. Romano back.  
19 Can you hear us, sir?  
20 THE CLERK: Can you hear?  
21 THE COURT: Still can't, huh? Dear.  
22 Does he want to just call in then?  
23 MR. ROMANO: I can hear now.  
24 MS. THORNE: Oh there you are.  
25 THE COURT: Oh okay. Excellent. Okay.

1 MR. ROMANO: Yeah, sorry.  
2 THE COURT: All right. Ready to proceed. We're here on  
3 Aaron's -- Aaron's motion and Tracy's opposition and  
4 counter-motion. This case is very fresh in my mind. It was  
5 quite extensive. It went on for a long time. There was a  
6 decree of divorce that was entered on June 12th, 2019.  
7 And less than a year later, Aaron has filed a  
8 motion. He's now asking to get labels on something that the  
9 parties during their -- when they entered into their parenting  
10 agreement didn't do. They chose to call their arrangement,  
11 their kind of shifting arrangement, joint legal and joint  
12 physical custody. And it was pretty clear that they weren't  
13 sharing joint legal and joint physical custody of all of their  
14 children equally. But that's what it is for the parties chose  
15 to call it. There was teenage discretion with regard to the --  
16 the eldest. Some of it was spelled out. It was a pretty  
17 extensive parenting agreement.  
18 Dad's now asking to modify that and to apply the new  
19 child support guideline (audio faded) for twenty five. He's  
20 filed some exhibits that consist of a custodial schedule from  
21 January 2020, Tracy's 1999 Inheritance form for 2019, the  
22 parties' joint tax returns for '17 and '18. And the new child  
23 support calculator calculation.  
24 Aaron's filed a financial disclosure form. Tracy's  
25 filed an opposition and counter-motion, her own financial

1 disclosure form. Aaron's filed a reply and sent additional  
2 exhibits.  
3 The Court has subject matter jurisdiction over this  
4 case, personal jurisdiction over the parties and child  
5 custody. Subject matter jurisdiction over the minor children.  
6 I've read everything. I don't need to hear from  
7 anyone. Dad's motion to modify custody is denied. This case  
8 is very fresh in my mind. The parties carefully considered  
9 this extremely unusual case. And they found that their unique  
10 arrangement was in the best interest of the children.  
11 There has been no change of circumstance that's been  
12 articulated here other than Lilian's pending emancipation.  
13 And that hasn't yet taken place.  
14 Dad's filed a motion to modify child support. What  
15 -- I guess what struck me the oddest as I was reading it is  
16 Dad's asking for child custody modification in Mom's favor  
17 while at the same time asking to significantly increase his  
18 child support obligation. It doesn't even make common sense.  
19 And so it does strike me as this is an attempt to  
20 create a nonexistent change of circumstance to be able to  
21 apply the new child support guidelines, which do -- which it  
22 we apply them today we would have maybe a different result.  
23 We still haven't gone through though all of the  
24 adjustment factors. There's still adjustment factors to -- to  
25 consider. There's been no change of circumstance with regard

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1 to income. In fact, dad's income is nearly exactly the same  
2 today as it was when child support was created, the \$4,000 a  
3 month gross monthly income.

4 I -- you know, I'm so familiar with this case, I  
5 didn't even need to read the opposition before most of the  
6 points that were made in the opposition I already had running  
7 through my head as I was reading dad's motion just simply  
8 because I know that this is just such an unusual case in the  
9 way that it was received. It -- there isn't anything that's  
10 changed since then.

11 Dad's motion to split insurance is denied for no  
12 change of circumstance. Dad's motion to divide 30/30 is  
13 denied, no change of circumstance. Dad's motion of -- to  
14 modify alimony is denied. There's no change of circumstances.  
15 Mom's alimony amount in the note that was gonna be paid,  
16 certainly was known at the time. Child support and alimony  
17 was both created. Dad's motion for attorney fees is denied.

18 Mom's counter-motion to increase alimony is denied  
19 because there's not going to be a change of circumstance.  
20 There's no basis to increase alimony either. Mom's  
21 counter-motion to enforce a half a dozen different provisions  
22 is deferred.

23 I'm gonna set a status check in 60 days so you can  
24 have some motivation, I guess. Further motivation to get this  
25 accomplished. I understand that dad's got attorneys working

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AUTHORITY: 25 USC 552A, 552A (a) (7) (D)  
DATE: 09-26-2011

1 on it now he says. So maybe this 60 days will get everybody  
2 kind of -- let's get this going so we can finish up the loose  
3 ends from the decree.

4 So, Ms. Clark, if you can give us a date that's 60  
5 days out.

6 Mom's counter-- mom's counter-motion for attorney  
7 fees, I'm just gonna leave it to if she thinks she's entitled  
8 to attorney fees, file a motion under 54(d).

9 And I think that's it. So, counsel, please prepare  
10 the order. It's due May 4th. I'm gonna have the -- Tracy's  
11 attorney prepare the order. It's due May 4th. The sign off  
12 is due May 18th.

13 THE CLERK: The return -- the status check in June  
14 15th at ten -- at 11:00. Did everybody get that?

15 MS. THRONE: Your Honor...

16 Yes.

17 THE COURT: Yeah?

18 MR. KYNASTON: Your Honor, I have -- I think...

19 THE COURT: Thank you.

20 MR. KYNASTON: ...[Indiscernible] question.

21 MS. THRONE: Your Honor, I do have a question. Are you --  
22 -- you making a finding...

23 THE COURT: Go ahead.

24 MS. THRONE: ...that there have not been a change in  
25 mom's income because [Indiscernible]...

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DATE: 09-26-2011

1 THE COURT: [Indiscernible] because that was -- that was  
2 known at the time. They knew that she was gonna get the note.  
3 They knew that she was getting alimony. There was no change  
4 of circumstance as to as far as her income.

5 I know that the new -- under the new child support  
6 regulations we may be calculating that differently and using  
7 that, her alimony, as part of her income for child support  
8 purposes. But I don't have a change of circumstance to use  
9 the new child support guidelines right now. I mean, because  
10 everything's still just going on the same as it was when they  
11 created this schedule.

12 I -- I went through that schedule. I read it  
13 several times, you know? And because it was so unusual and so  
14 different and I know that the parties' circumstances in this  
15 case was so unusual. So that's why it's still remains pretty  
16 fresh in my mind. And everything that was described, nothing  
17 was different from what it was when they all put that schedule  
18 together.

19 MR. KYNASTON: Your Honor, may I ask a...?

20 THE COURT: Okay.

21 MR. KYNASTON: ...question?

22 THE COURT: Pardon me?

23 MR. KYNASTON: Yes.

24 THE COURT: Your -- your indication seems to be that you  
25 want us to file another motion for attorney's fees. The

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1 counter-motion already includes a motion for attorney fees.

2 THE COURT: Yeah, I -- I know it was. But, look, I --  
3 I'm trying to find a way to do attorney's fees where it  
4 doesn't get lost in the shuffle and people get the information  
5 they need. And I've had a lot of problems with people filing  
6 motions. And the memorandum gets filed immediately. But the  
7 order doesn't get filed till months later. And people don't  
8 respond. And the thing gets carried out.

9 And it's just really awkward. It's just easier to  
10 do the motion for fees because you have to file a memorandum  
11 on fees and costs anyway just to file a very quick motion.  
12 And give me the authority under which you want the -- or that  
13 you believe that you're entitled to attorney's fees.

14 MR. KYNASTON: All right. So I -- I -- I hate to be  
15 presumptuous. I -- I assume based on your finding that there  
16 wasn't a factual basis. That would fall under the category of  
17 a frivolous motion. But I -- what I don't want to do is  
18 having already had my client expend a great deal of money to  
19 be able to defend a motion that was denied across the board.  
20 Then have her incur...

21 THE COURT: Well...

22 MR. KYNASTON: ...greater fees on a motion for fees, you  
23 know? And so I -- I'm -- I'm looking for something

24 [Indiscernible]...

25 THE COURT: So that we don't have a big argument about

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DATE: 09-26-2011

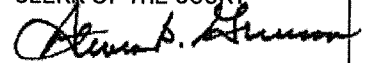
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1 that because both sides think they're gonna win. So nobody  
2 really argues about that. You know, when one side doesn't  
3 prevail, that -- that doesn't automatically mean there's  
4 attorney fees. Obviously you need to have a finding that it  
5 was frivolous of course. And the other side hasn't had an  
6 opportunity to respond to that argument yet. So that's why it  
7 just makes sense to simply put it in writing.  
8 MR. KYNASTON: All right. Thank you. (Inaudible).  
9 MS. THORNE: And, Your Honor, I had the same -- I have  
10 the same question with regard to Mr. Romano's request for fees  
11 on that countermotion. Her countermotion regarding  
12 enforcement is clearly frivolous, violates Rule 11 because she  
13 didn't even talk to her own attorney, who advised in his  
14 affidavit that he just didn't respond to Mr. Romano's business  
15 attorneys from their January correspondence, didn't respond  
16 until after we filed that opposition to the countermotion. So  
17 Mr. Romano should be entitled to fees on that. He -- she  
18 should have never filed that countermotion.  
19 THE COURT: All right. Well...  
20 MR. KYNASTON: Your Honor, (Inaudible)...  
21 THE COURT: ...the countermotion was (Inaudible) --  
22 so -- well, it's -- it's on for status check. Look, if he  
23 thinks he's entitled to fees, too, he can file a -- he can  
24 file a motion. Okay?  
25 MR. KYNASTON: Okay.

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SHERIFF'S OFFICE  
CLERK OF COURT  
COUNTY OF CLATSOP  
10

1 THE COURT: And then you can have it in writing what  
2 everybody thinks the -- the basis is for their award of  
3 attorney's fees or defenses.  
4 MR. KYNASTON: Your Honor.  
5 THE COURT: Okay?  
6 MR. KYNASTON: Your Honor, we'll get the order...  
7 THE COURT: Thank you.  
8 MR. KYNASTON: ...prepared. We'll prepare. We'll send  
9 to Ms. Thorne for signature.  
10 THE CLERK: We're done.  
11 (THE PROCEEDINGS ENDED AT 11:01:29.)  
12  
13  
14 ATTEST: Pursuant to Rule 30(d) of the Nevada Rules of  
15 Appellate Procedure, I acknowledge that this is a rough-draft  
16 transcription, expeditiously prepared, not proofread,  
17 corrected or certified to be an accurate transcript.  
18  
19 *Long Justice*  
20 SHERIFF  
21 TRANSCRIPTION  
22  
23  
24  
25

UNRECORDED  
SHERIFF'S OFFICE  
CLERK OF COURT  
COUNTY OF CLATSOP  
11



1 **MOT**  
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  
8 Las Vegas, Nevada 89129  
9 Telephone: (702) 823-4900  
10 Facsimile: (702) 823-4488  
11 service@kainenlawgroup.com  
12 Attorneys for Defendant

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DISTRICT COURT  
CLARK COUNTY, NEVADA

AARON ROMANO,  
  
Plaintiff,  
  
vs.  
  
TRACY ROMANO,  
  
Defendant.

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

Date of Hearing:  
Time of Hearing:

ORAL ARGUMENT REQUESTED:  
YES \_\_\_ NO X

**MOTION FOR ATTORNEY'S FEES AND MEMORANDUM OF FEES AND COSTS**

COMES NOW, Defendant, TRACY ROMANO, by and through her attorney, ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP, PLLC, and moves this Honorable Court for orders regarding the following:

1. For an Order awarding Defendant attorney's fees for being required to oppose Plaintiff's Motion
2. For such further relief as deemed appropriate in the premises.

...  
...  
...  
...

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
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1 This Motion is made and based upon the pleadings on file herein, the Points  
2 and Authorities, the Exhibits attached hereto, Plaintiff's Affidavit contained in this  
3 Motion, and oral argument to be adduced at the time of hearing.

4 DATED this 6<sup>th</sup> day of May, 2020.

5 KAINEN LAW GROUP, PLLC

6 By: 

7 EDWARD KAINEN, ESQ.

8 Nevada Bar No. 5029

9 ANDREW L. KYNASTON, ESQ.

10 Nevada Bar No. 8147

11 3303 Novat Street, Suite 200

12 Las Vegas, Nevada 89129

13 Attorneys for Defendant

14 I.

15 STATEMENT OF FACTS

16 The parties were divorced by way of Decree of Divorce, entered on June 12,  
17 2019. Less than a year after entry of their Decree of Divorce, Plaintiff filed his *Motion*  
18 *to Confirm De Facto Physical Custody Arrangement of Children, To Modify Child*  
19 *Support and for Attorney's Fees and Costs*, which was set and heard by the Court via  
20 video conference on April 21, 2020. Upon reviewing the pleadings the Court found that  
21 there has been no change in circumstances, and no cause to modify the custodial  
22 arrangement or child support provisions that the parties had negotiated less than a year  
23 ago.

24 The total attorney's fees and costs incurred in this matter from January 23,  
25 2020, when Plaintiff's lawyer first sent a letter pursuant to EDCR 5.501, through the  
26 hearing regarding said Motion on April 21, 2020, as well as the preparation of the Order  
27 from said hearing and this attorney's fees memorandum, are \$15,587.50 in attorney's  
28 fees. A total of 33.2 hours were worked between Mr. Kynaston, Mr. Kainen, and other  
support staff. A copy of Defendant's redacted attorney's fees invoices are attached  
hereto. Defendant's attorneys made every effort to persuade Plaintiff that his Motion was  
unwarranted even before he filed, through a detailed responsive letter sent on January 30,

1 2020. When he insisted on proceeding with his Motion, Defendant tried to be as efficient  
2 as possible in completing the necessary work to oppose the unwarranted Motion. The  
3 amount of fees and costs accurately reflects the actual work done in this matter. Every  
4 reasonable effort was made to minimize the over all fees and costs incurred in this matter,  
5 while assuring complete and competent legal work and representation of the Defendant

6 **II.**

7 **ARGUMENT**

8 **A. Frivolous Motion**

9 As previously stated the parties finalized their divorce in June of 2019, after  
10 almost three (3) years of litigation and negotiations. The parties specifically entered into  
11 a Marital Settlement Agreement on June 5, 2019, which explicitly provides a very  
12 detailed custodial schedule which laid out the parties' custody of the minor children. The  
13 final agreement in this matter took significant time to negotiate due to the complexity of  
14 the facts and circumstances in this matter. There are no changes in circumstance  
15 regarding Plaintiff or Defendant in this matter. Plaintiff's Motion was clearly an attempt  
16 to take advantage of the newly implemented child support guidelines believing it would  
17 provide him with a financial windfall. The Court summarily denied each of Plaintiff's  
18 requests set forth in his Motion and found his claims baseless.

19 **B. Attorney's Fees**

20 As instructed by this Court, Defendant respectfully submits this Motion for  
21 the Court to consider making an award of attorney's fees to her. This matter should not  
22 have been brought back before the Court. There had been no change of circumstances in  
23 this matter and no reason for Plaintiff to bring his Motion to Modify. Plaintiff's Motion  
24 was a poor attempt to create a non-existent change of circumstances to be able to apply  
25 the new child support guidelines and receive a financial windfall. An award of attorney's  
26 fees is appropriate in this matter as Defendant should have never been required to expend  
27 additional funds to oppose Plaintiff's Motion, as evidenced by the Court's denial of each  
28 of Plaintiff's claims for relief.

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

3 The Brunzell factors adopted by the Nevada Supreme Court were derived from an  
4 Arizona case, Schartz v. Schwerin, 336 P.2d 144, 146 (Ariz. 1959). Schartz classified  
5 the factors into four general areas:

6  
7 "*(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually 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).*"

12 In the case at bar, the Court should consider the following in applying the  
13 factors set forth above in making a determination regarding Defendant's request for  
14 attorney's fees:

15 **1. Qualities of Plaintiff's Advocate**

16 Andrew L. Kynaston, Esq. has excellent credentials. He is an AV rated  
17 attorney, a Fellow of the American Academy of Matrimonial Lawyers, and a Nevada  
18 Board Certified Family Law Specialist. He is also board certified in Family Trial Law 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 Additionally, Ed Kainen is an AV rated attorney by Martindale Hubbell with  
26 over 30 years of experience. He is a fellow of the American Academy of Matrimonial  
27 Lawyers and is the past Nevada Chapter President. He is a Fellow of the International  
28 Academy of Family Law. He is also a Nevada Board Certified Family Law Specialist

1 and has been the Chair of the Nevada Board of Family Law Specialists. Mr. Kainen is  
2 also nationally Board Certified in Family Trial Law by the National Board of Trial  
3 Advocacy. Mr. Kainen has extensive trial experience in both criminal and civil cases. He  
4 is a past chair of the Family Law Section of the State Bar of Nevada. He lectures  
5 extensively on family law subjects at Continuing Legal Education seminars throughout  
6 the United States. He has been named in Best Lawyers in America and has thrice been  
7 appointed by the Nevada Supreme Court to serve on Supreme Court Bench/Bar  
8 Committee.

9           Clearly, Defendant's attorneys are well trained and qualified in relation to  
10 the fees charged for his services in this matter. Mr. Kynaston's billable rate is \$475 per  
11 hour, and Mr. Kainen's billable rate is \$600 per hour.

12           **2. The Character of the Work Done**

13           Undersigned counsel was required to conduct legal research, prepare a  
14 detailed response to the EDCR 5.501 letter, conduct additional legal research and then file  
15 an Opposition and Supplemental Filing to support Defendant's position that Plaintiff's  
16 Motion was completely frivolous. Additionally, undersigned counsel was required to  
17 prepare and file a Financial Disclosure Form for Defendant. Additionally, counsel had  
18 multiple telephone conferences, exchanged emails, and an in person meeting had to occur  
19 as well.

20           **3. The Work Actually Performed**

21           Defendant's attorney was tasked with opposing Plaintiff's baseless motion  
22 by filing an Opposition thereto, as well as Defendant's Financial Disclosure Form.  
23 Defendant's counsel then was required to attend the hearing on the Motion, as well as  
24 prepare the Order from the same. The amount of fees and costs as referenced on the time  
25 logs and billing summary are attached hereto as **Exhibit "A."** It should be noted, an  
26 additional \$900 is being added to the total amount expended on this issue for the  
27 preparation of this instant motion and the preparation of the proposed Order to submit to  
28 the Court.

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**4. The Results**

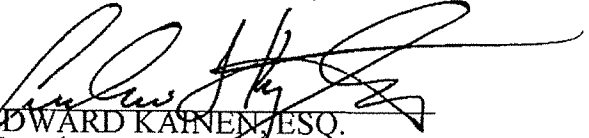
The final factor adopted in Brunzell, is whether the attorney was successful and what benefits were derived. Defendant's attorney was very successful in opposing Plaintiff's Motion. It should be noted, Defendant's attorney did not have to argue the facts of this case, as the Court was familiar with this case, and had primarily determined its ruling prior to the hearing.

**III.  
CONCLUSION**

Based on the foregoing, Defendant respectfully requests that Plaintiff be ordered to pay attorney's fees in the amount of \$15,587.50, as set forth herein-above. A proposed Order and Judgment are provided herewith for the Court's convenience, with blanks for the Court to fill in the award of attorney's fees and costs.

Respectfully submitted this 6th day of May, 2020.

KAINEN LAW GROUP, PLLC

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



1 **AFFIDAVIT OF ANDREW L. KYNASTON, ESQ., IN SUPPORT OF MOTION**  
2 **FOR ATTORNEY'S FEES**

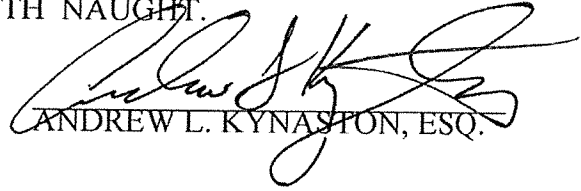
3 STATE OF NEVADA )  
4 COUNTY OF CLARK ) ss:

5 ANDREW L. KYNASTON, ESQ., being first duly sworn, deposes and  
6 states that I am an attorney duly licensed to practice law in the State of Nevada, and in  
7 that capacity, I represent the Defendant, Tracy Romano, in the above-entitled action.

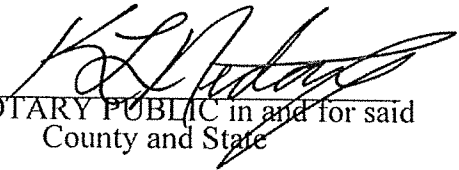
8 That I have read through the foregoing Motion for Attorney's Fees and the  
9 facts contained therein are true to the best of my knowledge except as to those matters  
10 stated upon information and belief and as to those matters, I believe them to be true.

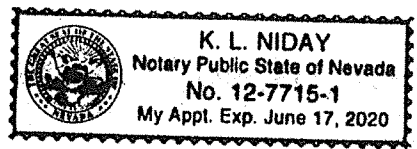
11 That it was necessary to file the foregoing Motion and was done so at the  
12 Court's direction.

13 FURTHER AFFIANT SAYETH NAUGHT.

14  
15   
16 ANDREW L. KYNASTON, ESQ.

17 SUBSCRIBED and SWORN to before me  
18 this ~~6th~~ day of May, 2020,  
19 by ANDREW L. KYNASTON, ESQ.

20   
21 NOTARY PUBLIC in and for said  
22 County and State



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**EXHIBIT "A"**

**Kainen Law Group**

3303 Novat Street  
Las Vegas, NV 89129

Ph:(702) 823-4900

Fax:(702) 823-4488

Tracy Romano  
293 Saddle Run St.  
Henderson, NV  
89012

May 6, 2020

**Attention:**

File #: 750-001  
Inv #: Settle

**RE:** Romano, Tracy v. Aaron Romano

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-24-20	Telephone conference with client [REDACTED]	0.50	237.50	ALK
	Read and study email from client [REDACTED]	0.20	95.00	ALK
	Prepare email to adverse attorney requesting adverse party's 2019 income information and a more reasonable timeframe for seeking to resolve the issues before initiating litigation. Read and study responsive email from adverse attorney.	0.20	95.00	ALK
Jan-27-20	Prepare letter to client with [REDACTED]	0.20	95.00	ALK
Jan-29-20	Review client's Decree, Marital Settlement Agreement and Parenting Agreement for applicable provisions for responding to adverse attorney's letter. Review new child support regulations. Prepare draft of lengthy responsive letter to adverse attorney [REDACTED]	2.60	1,235.00	ALK

JA0295

provide list of outstanding items from the decree that adverse party has yet to complete. Email draft of letter to client for review and approval.

Jan-30-20	Telephone call with client [REDACTED]	0.30	142.50	ALK
	[REDACTED]			
	[REDACTED] client's email comments and telephone conference with client. [REDACTED] client for final approval.	1.00	475.00	ALK
Jan-31-20	Finalize letter with client's approval and send to Adverse Attorney;	0.20	95.00	ALK
Mar-02-20	Read and study Motion regarding child support and custody filed by adverse party. Read and study Appendix of Exhibits. Read and study adverse party's Financial Disclosure Form. Read and study Notice of hearing issued by the court. Prepare email to client [REDACTED] Prepare letter to [REDACTED]	0.50	237.50	ALK
	Email exchange with client [REDACTED]	0.20	95.00	ALK
Mar-03-20	Prepare email to adverse attorney [REDACTED] (NO CHARGE)	0.00	0.00	ALK
Mar-05-20	Email exchange with client regarding [REDACTED]	0.20	95.00	ALK
	Read and study email from adverse attorney regarding [REDACTED] Email exchange with client [REDACTED]	0.20	95.00	ALK
	Begin preparation of [REDACTED]	3.80	1,805.00	ALK

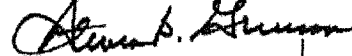
	Conduct legal research and prepare Points and Authorities. Begin statement of facts. Conduct additional legal research and begin preparation of legal arguments.			
Mar-06-20	Telephone conference with client [REDACTED]	0.80	380.00	ALK
	[REDACTED]			
	Read and study email from client [REDACTED]	0.20	95.00	ALK
	[REDACTED]			
	Continue preparation of client's Opposition and Counter-motion. Email working draft to client for her review and input.	3.20	1,520.00	ALK
Mar-09-20	Review client email and revise Financial Disclosure Form.	0.40	50.00	HA
Mar-11-20	Prepare revisions to Opposition and Counter-motion based upon [REDACTED]	0.70	332.50	ALK
	[REDACTED]			
Mar-17-20	Continue revisions to Opposition and Counter-motion. Email revised draft to client for review.	1.70	807.50	ALK
Mar-18-20	Read and study email from client [REDACTED]	0.20	95.00	ALK
	[REDACTED]			
	Prepare further revisions to Opposition and Counter-motion based upon [REDACTED]	0.30	142.50	ALK
	Final review of client's Financial Disclosure Form. Discussion with [REDACTED]			
	[REDACTED]			
	Revise Opposition; prepare email to client [REDACTED]	0.40	50.00	HA
	[REDACTED]			
Mar-20-20	Final review and execution of client's Opposition and Counter-motion. Review and approve final draft of client's Financial Disclosure Form.	0.20	95.00	ALK
	Telephone conference with client; revise Opposition and Financial Disclosure Form; file and serve.	0.60	75.00	HA

Mar-23-20	[REDACTED] (NO CHARGE)	0.00	0.00	ALK
Mar-24-20	Email exchange with adverse attorney regarding adverse attorney requesting extension to file responsive pleading.	0.20	95.00	ALK
Apr-10-20	Read and study adverse party's Reply to Opposition and Opposition to countermotion. Read and study appendix including declarations from adverse party's other attorneys about compliance with Marital Settlement Agreement requirements. Prepare letter to client [REDACTED] Prepare follow-up email to client [REDACTED]	0.40	190.00	ALK
Apr-13-20	Email exchange with client [REDACTED]	0.20	95.00	ALK
Apr-14-20	Telephone conference with client [REDACTED]	0.90	427.50	ALK
	Read and study email from [REDACTED]	0.20	95.00	ALK
	Read and study several emails from client [REDACTED]	0.20	95.00	ALK
	Read and study client's [REDACTED]	0.20	95.00	ALK
Apr-15-20	Read and study draft [REDACTED]	0.20	95.00	ALK

	Telephone conference with [REDACTED]	0.30	142.50	ALK
	[REDACTED]			
	Review, revise, and execute Appendix of Supplemental Exhibits to Client's Opposition and Counter-motion.	0.20	95.00	ALK
	Read and study email from [REDACTED]	0.20	95.00	ALK
	[REDACTED]			
	Read and study several emails from [REDACTED]	0.30	142.50	ALK
	[REDACTED] Review language of Marital Settlement Agreement and send comments to [REDACTED]			
	[REDACTED]			
	Prepare Supplemental Filing to Opposition and Counter-motion;	1.00	175.00	KLN
Apr-16-20	Read and study Notice of Audio/Visual Appearance issued by the court regarding the upcoming hearing. Prepare letter to client [REDACTED]	0.20	95.00	ALK
	[REDACTED]			
	Read and study email from [REDACTED]	0.20	95.00	ALK
	[REDACTED]			
Apr-20-20	Begin Preparation for upcoming hearing; Review and revise hearing outline;	1.00	600.00	ELK
	Review pleadings and prepare outline for oral argument at upcoming motion hearing.	1.60	760.00	ALK
	[REDACTED]			
	Email exchange with client [REDACTED] (NO CHARGE)	0.00	0.00	ALK
Apr-21-20	Conference with Client [REDACTED]	1.40	840.00	ELK
	[REDACTED]			

	Final preparations for hearing. Conference with [REDACTED]	0.30	142.50	ALK
	Conference with client [REDACTED] Appear at hearing and obtain ruling from court. Post hearing discussions with client [REDACTED]	2.00	950.00	ALK
	Exchange emails with client [REDACTED]	0.20	25.00	HA
Apr-22-20	Review and provide suggested revisions to proposed Order from hearing;	0.30	180.00	EIK
	Prepare email to [REDACTED]	0.20	95.00	ALK
	Read and study email exchange between [REDACTED]	0.20	95.00	ALK
	Download video from hearing and upload same to Dropbox for client; review hearing video and take notes; prepare Order from hearing.	1.20	150.00	HA
Apr-23-20	Review revisions to draft order from hearing and discuss finalizing with legal assistant.	0.20	95.00	ALK
	Prepare letter to adverse attorney with proposed order from last hearing and request she review and get back to counsel.	0.20	95.00	ALK
	Revise Order [REDACTED]	0.40	50.00	HA
	Totals	32.90	\$14,545.00	
<b>DISBURSEMENTS</b>				
Apr-30-20	E-Filing		7.00	
	Filing fee		25.00	
	Totals		\$32.00	





1 **ORDER**  
2 ANDREW L. KYNASTON, ESQ.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129-8714  
7 PH: (702) 823-4900  
8 FX: (702) 823-4488  
9 Service@KainenLawGroup.com  
10 Attorney for Defendant

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

13 AARON ROMANO,  
14  
15 Plaintiff,  
16  
17 vs.  
18  
19 TRACY ROMANO,  
20  
21 Defendant.

22 CASE NO. D-16-543114-D  
23 DEPT. C  
24 Date of Hearing: 04/21/2020  
25 Time of Hearing: 10:00 a.m.

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

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

29 ...  
30 ...  
31 ...



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Las Vegas, Nevada 89129-8714  
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1 THE COURT HEREBY FINDS that there has been no change of  
2 circumstances in this matter. Plaintiff's Motion seems to be an attempt to create a non-  
3 existent change of circumstances to be able to apply the new child support guidelines.

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

6 Therefore,

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

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

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

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

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

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

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

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

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

28 . . .

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

4 DATED this 15th day of May, 2020.

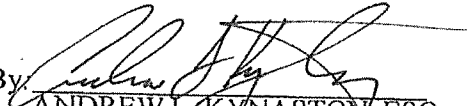
5  
6   
7 DISTRICT COURT JUDGE


8 Submitted by:

Approved as to Form and Content:

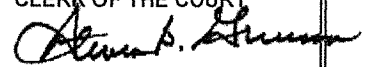
9 KAINEN LAW GROUP, PLLC

THRONE & HAUSER

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

17  
18 By:  5/13/2020  
19 DAWN R. THRONE, ESQ.  
20 Nevada Bar No. 6145  
21 1070 W. Horizon Ridge Pkwy, Ste. 100  
22 Henderson, Nevada 89012  
23 Attorney for Plaintiff

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Las Vegas, Nevada 89129-8714  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com



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

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

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

13 vs.

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

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

Date of Hearing: **June 10, 2020**  
Time of Hearing: **2:15 p.m.**

**No Oral Argument Requested**

17  
18 **OPPOSITION TO DEFENDANT'S MOTION FOR ATTORNEY'S FEES**  
19 **AND MEMORANDUM OF FEES AND COSTS AND COUNTERMOTION**  
20 **FOR ATTORNEY'S FEES PURSUANT TO NRCP 54(d)**

21 **COMES NOW** Plaintiff, **Aaron Romano**, by and through his attorney, **Dawn**  
22 **R. Throne, Esq.**, of **THRONE & HAUSER** , and opposes Defendant's Motion for  
23 Attorney's Fees and Memorandum of Fees and Costs and Countermoves for an award  
24 of attorney's fees from Defendant pursuant to NRCP 54(d).

25 ...

26

27 ...

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...

1 This Opposition and Countermotion is made and based on the papers and  
2 pleadings herein, the attached exhibits, the attached Memorandum of Points and  
3 Authorities and such oral argument as may be adduced at the hearing.

4  
5 **DATED** this 20<sup>th</sup> day of May, 2020.

6 THRONE & HAUSER

7  
8 /s/ Dawn R Throne  
9 **Dawn R. Throne, Esq.**  
Nevada Bar No. 006145  
10 **Michelle A. Hauser, Esq.**  
Nevada Bar No. 007738  
11 1070 W. Horizon Ridge Pkwy., Suite 100  
Henderson, Nevada 89012  
12 (702) 800-3580  
Attorney for Plaintiff

13  
14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I.**

16 **THERE IS NO BASIS TO AWARD DEFENDANT ATTORNEY'S FEES**

17 **A. Defendant Cites to No Statute, Rule or Other Authority That Allows Her**  
18 **to Receive an Award of Fees**

19 NRCP 54(d) states in pertinent part as follows:

20 (2) Attorney Fees.

21  
22 (A) Claim to Be by Motion. A claim for attorney fees must  
23 be made by motion. The court may decide a postjudgment motion for  
24 attorney fees despite the existence of a pending appeal from the  
underlying final judgment.

25 (B) Timing and Contents of the Motion. Unless a statute or  
26 a court order provides otherwise, the motion must:

27 (i) be filed no later than 21 days after written notice of  
28 entry of judgment is served;

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- (ii) specify the judgment and the statute, rule, or other grounds entitling the movant to the award;
- (iii) state the amount sought or provide a fair estimate of it;
- (iv) disclose, if the court so orders, the nonprivileged financial terms of any agreement about fees for the services for which the claim is made; and
- (v) be supported by:
  - (a) counsel’s affidavit swearing that the fees were actually and necessarily incurred and were reasonable;
  - (b) documentation concerning the amount of fees claimed; and
  - (c) points and authorities addressing the appropriate factors to be considered by the court in deciding the motion.

In order for this Court to award Defendant attorney’s fees and costs, she must provide a statute, rule or other grounds that allow this Court to award fees. *See* NRC(d)(2)(B)(ii). *See also, Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005). In her Motion, Defendant does not point this Court to any statute, rule or other grounds entitling her to the attorney’s fees she requests.

Defendant makes a conclusory allegation that Plaintiff’s motion was “frivolous,” without providing anything to support that conclusion. While the Court did deny Plaintiff’s Motion based upon a finding that there has been no change of circumstances since the Decree of Divorce was entered in this case, in fact, Plaintiff’s motion was well supported by *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

1 In *Rivero*, the Nevada Supreme Court held:

2 First, we address the district court's finding that the parties had a joint  
3 physical custody arrangement. In reaching our conclusions, we clarify  
4 that parties may enter into custody agreements and create their own  
5 custody terms and definitions. The courts may enforce such agreements  
6 as contracts. However, once the parties' move the court to modify the  
custody agreement, the court must use the terms and definitions under  
Nevada law. *Id. at 219.*

7 There is nothing in *Rivero* that requires Plaintiff to prove that there has been  
8 a change in circumstances. The district court is required to apply Nevada law  
9 regarding what constitutes joint physical custody versus primary physical custody.  
10 Moreover, since the Decree of Divorce states that the parties' have joint physical  
11 custody of their seven minor children, there is no requirement to show a change of  
12 circumstances in order to change custody. *See, Truax v. Truax*, 110 Nev. 4379, 874  
13 P.2d 10 (1994).

15 Additionally, with regard to Plaintiff's request for a review of the child support  
16 obligation, he was also not obligated to prove a change in circumstances in order for  
17 him to have a review of his child support obligation to Defendant pursuant to NAC  
18 425. While NAC 425.170 states that the adoption of the new regulations is not, in and  
19 of itself, a change in circumstances, that regulation is not consistent with the rulings  
20 of the Nevada Supreme Court. Specifically, in *Burton v. Burton*, 99 Nev. 698, 669  
21 P.2d 703 (1983), the Nevada Supreme Court held that a change in the law is a change  
22 in circumstances that allows a district court to modify an original judgment.  
23

24 Therefore, Plaintiff's Motion was well grounded in existing law and this Court  
25 never made a finding that his Motion was frivolous. For the same reason, Defendant  
26 cannot rely upon NRS 18.010 as authority for granting her attorney's fees in this case.  
27  
28

1 NRS 18.010 states:

2 **Award of attorney's fees.**

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

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

- 9 (a) When he has not recovered more than \$20,000; or  
10 (b) Without regard to the recovery sought, when the court finds  
11 that the claim, counterclaim, cross-claim or third-party complaint or  
12 defense of the opposing party was brought without reasonable ground  
13 or to harass the prevailing party.

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

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

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

24 Since this case has nothing to do with the recovery of monetary damages,  
25 Defendant cannot rely on NRS 18.010(2)(a). As stated above, Plaintiff did not bring  
26 or maintain his Motion without reasonable grounds. Since Defendant has failed to  
27 specify a statute, rule, or other grounds entitling her to attorney's fees, her Motion  
28 must fail.

25 . . .  
26 . . .  
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1 **B. Defendant's Fees are Not Reasonable**

2 In addition to having a basis to grant an award of attorney's fees, Defendant is  
3 also required to provide the Court with evidence that meets the factors set forth in  
4 *Brunzel lv. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).  
5

6 The *Brunzell* factors are:

- 7 a. The qualities of the advocate;
- 8 b. The character and difficulty of the work performed;
- 9 c. The work actually performed by the attorney; and
- 10 d. The results obtained.

11 While this Court might find that the hourly rates charged to Defendant by her  
12 counsel are within the range of reasonable based upon their experience and other  
13 qualifications, as well as the going hourly rates in this market, it is the reasonableness  
14 of the time spent on the tasks and the total fees charged to Defendant in this matter  
15 that must be questioned. One of the reasons why more experienced attorneys charge  
16 more per hour is because their experience allows them to be more efficient in  
17 performing the services.  
18

19 As the Court will recall, Defendant has been represented by Mr. Kynaston  
20 throughout the negotiation of the Parenting Agreement, the MSA and the Decree of  
21 Divorce in this case. As such, Mr. Kynaston should not have needed to spend as much  
22 time as he did studying the terms of the Parenting Agreement and MSA. Defendant  
23 was billed 4.1 hours, for a total cost of \$1,947.50, for Mr. Kynaston to review the  
24 controlling Orders, conduct legal research and prepare a detailed letter in response to  
25 Plaintiff's letter, which letter set forth all of the arguments needed for her opposition  
26  
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28

1 to Plaintiff's Motion. Then, after providing all of the legal arguments in the letter  
2 dated January 31, 2020, Mr. Kynaston spent a total of **12.6** hours himself preparing  
3 an Opposition and Countermotion, plus his assistant spent 1.4 hours assisting with  
4 the Opposition and Countermotion as well as the Financial Disclosure Form ("FDF")  
5 for the Defendant. Defendant was charged a total of **\$6,160** for an Opposition and  
6 Countermotion that basically copied the arguments in the January 31, 2020 letter.  
7

8       Next, Mr. Kynaston billed Defendant 4.3 hours for a cost of \$2,042.50, to  
9 prepare fugitive documents filed with this Court that are not authorized by any rule.  
10 Specifically, he prepared a "Supplement" to Defendant's Opposition and  
11 Countermotion and an Exhibit Appendix of Supplemental Exhibits to Defendant's  
12 Opposition and Countermotion, after Plaintiff filed and served his Reply and  
13 Opposition to Countermotion. What Defendant was actually trying to file was a Reply  
14 to Plaintiff's Opposition to her Countermotion, which is a document specifically not  
15 permitted under EDCR 5.502(e), without prior leave of the Court. Defendant's  
16 "supplement" to her Opposition and Countermotion also does not comply with the  
17 rules. Specifically, EDCR 5.509(b) requires that a supplement only provide  
18 information that could not reasonably have been supplied in the earlier filings.  
19 Nothing contained in Defendant's supplement and exhibits to her supplement is  
20 information that was not already available to Defendant at the time she filed her  
21 Opposition and Countermotion. In fact, pursuant to NRCP 11, Defendant should not  
22 have waited until she received Plaintiff's Opposition to her Countermotion to conduct  
23 reasonable inquiry into the allegations contained in her Countermotion relating to  
24 compliance with terms set forth in the parties Marital Settlement Agreement  
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1 (“MSA”). Defendant was billed \$2,042.50 for these documents that were not  
2 authorized pursuant to the rules.

3           After Defendant was billed so much time for the preparation of a letter, an  
4 Opposition and Countermotion and a fugitive Supplement with exhibits, she was  
5 billed another 1.9 hours, at a cost of \$902.50, for Mr. Kynaston to prepare for a  
6 hearing when he prepared all of the underlying documents for the client. This was not  
7 reasonable and necessary either. Lastly, Mr. Kainen billed Defendant for 2.7 hours,  
8 for a total of \$1,620, to prepare for the same hearing and review the same simple  
9 order Mr. Kynaston also reviewed. While Defendant has every right to pay for the  
10 senior partner in the firm to look over the work of the other partner in the firm, it is  
11 not reasonable to ask Plaintiff to pay for these unnecessary services.  
12

13           During the same period the Defendant claims she was charged \$15,587.50,  
14 Plaintiff was only charged \$10,450 and his counsel was new to his case and had to  
15 review the Parenting Agreement and MSA from scratch. By way of comparison,  
16 Plaintiff was billed 4.4 hours by his counsel and 4.2 hours by the paralegal, for a total  
17 of \$2,280, for the motion and FDF and then he was billed 7.25 hours by his attorney  
18 and 3 hours by paralegal, for a total of \$3,168.75, for the Reply to Defendants’  
19 Opposition and Opposition to Defendant’s Countermotion, along with the exhibits  
20 in the Exhibit Appendix.  
21

22           In summary, the attorney’s fees Defendant was charged by her counsel were  
23 not reasonable or necessary for the work performed in this case. That is also a basis  
24 to deny Defendant’s request for an award of attorney’s fees from Plaintiff, at least to  
25 the extent these fees were not reasonable and necessary for the work performed.  
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**II.**

**PLAINTIFF SHOULD BE AWARDED ATTORNEY'S  
FEES AND COSTS FROM DEFENDANT**

As stated in more detail in Plaintiff's Reply to Defendant's Opposition and Opposition to Defendant's Countermotion, Defendant's Countermotion was frivolous, unnecessary and unwarranted as Defendant failed to conduct proper inquiry with her own attorney that she hired to address the matters in the MSA that still need to be completed. Had she completed the proper inquiry that she was required to complete before filing the Countermotion pursuant to NRC P 11, she would have known that the "bottleneck" regarding completion of items in the MSA was with her counsel, who did not respond to Plaintiff's business counsel for several months, and not until Defendant was served with Plaintiff's Opposition to her Countermotion and the exhibits thereto. Once Defendant was served with the Opposition to her Countermotion and the Declarations of Plaintiff's two business counsel, then her business counsel finally responded to Plaintiff's. Once again, Plaintiff's business attorneys responded promptly to Defendant's business attorney. They are again waiting for a response from Plaintiff's business attorney.

Plaintiff incurred approximately four hours of time spent by his attorney and two hours spent by the paralegal, for a total of \$1,800, to oppose Defendant's frivolous Countermotion regarding the terms of the MSA, which are still being resolved by their respective business attorneys. Like Defendant, Plaintiff has the obligation to set forth the authority for the Court to award him attorney's fees from Defendant and also provide the Court with evidence that allows the Court to evaluate the factors set forth in *Brunzell*. EDCR 7.60(b)(1) provides this Court with legal

1 authority to grant Plaintiff attorney's fees from Defendant as it relates to him having  
2 to oppose Defendant's frivolous Countermotion. With regard to the *Brunzell* Factors,  
3 the Affidavit of Plaintiff's counsel is attached hereto. Lastly, in support of the  
4 reasonableness and the actual work performed, Plaintiff attaches as Exhibit "1" the  
5 relevant redacted billing statements.  
6

7 **III.**

8 **CONCLUSION**

9 **WHEREFORE**, based upon the foregoing, Plaintiff respectfully requests that  
10 this court enter orders granting him the following relief:  
11

- 12 1. Denying Defendant's motion in its entirety;
- 13 2. Awarding Plaintiff an award of attorney's fees in the amount of \$1,800  
14 from Defendant for his having to oppose her frivolous Countermotion;  
15 and
- 16 3. Such other and further relief as the Court deems appropriate.  
17

18 **DATED** this 20<sup>th</sup> day of May, 2020.

19 THRONE & HAUSER

20  
21 /s/ Dawn R. Throne

22 **Dawn R. Throne, Esq.**

23 Nevada Bar No. 006145

**Michelle A. Hauser, Esq.**

24 Nevada Bar No. 007738

1070 W. Horizon Ridge Pkwy., Suite 100

Henderson, Nevada 89012

25 (702) 800-3580

26 Attorney for Plaintiff  
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**AFFIDAVIT OF DAWN R. THRONE, ESQ. PURSUANT  
TO BRUNZELL V. GOLDEN GATE NAT'L BANK**

STATE OF NEVADA    )  
  : ss.  
COUNTY OF CLARK    )

**DAWN R. THRONE, ESQ.**, being first duly sworn, deposes and states:

1. I am an attorney licensed to practice law in the State of Nevada. This affidavit is submitted in support of Plaintiff's Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Countermotion for Attorney's Fees Pursuant to NRCP 54(b).

2. Pursuant to *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev 345 (1969), when courts determine the appropriate fee to award in civil cases, they must consider various factors including:

- a.) The qualities of the advocate;
- b.) The character and difficulty of the work performed;
- c.) The work actually performed by the attorney; and
- d.) The result obtained.

3. I have been licensed as an attorney in the State of Nevada since October 18, 1996. My partner, Michelle A. Hauser, Esq., has been licensed as an attorney in the State of Nevada since October 5, 2001. Ms. Hauser has primarily practiced in the area of family law during the last 18 years and I have primarily practiced in the area of family law during the last 23 years. Ms. Hauser spent the first four years of her career working at a small litigation law firm where she also handled cases involving criminal defense, personal injury, and some civil litigation. I spent the first 9 years

1 of my career working at two large full service law firms where I also practiced in the  
2 areas of business/civil litigation, personal injury and even some bankruptcy work. I  
3 opened my own practice in February 2008, Ms. Hauser joined me to form our  
4 partnership on April 1, 2009.  
5

6 4. I attended the American Bar Association Section of the Family Law Trial  
7 Advocacy Institution in May 2001 and Ms. Hauser attended in May 2008. I am a  
8 Nevada Board Certified Family Law Specialist.

9 5. Ms. Hauser is admitted to the United States District Court for the District  
10 of Nevada. I am admitted to the United States District Court for the District of  
11 Nevada and the U.S. Court of Appeals for the Ninth Circuit.  
12

13 6. Ms. Hauser and I are both contributing authors for the Nevada Family  
14 Law Practice Manual, 2008 Edition. I have served as an Arbitrator with the State Bar  
15 of Nevada's Fee Dispute Arbitration Program for more than 15 years. I have served  
16 as a Domestic Violence Hearing Master, Pro Tem for the Eighth Judicial District  
17 Court and have been appointed to serve as a Child Support Hearing Master for the  
18 Eighth Judicial District Court. In 2017, I was appointed to serve on the Southern  
19 Nevada Disciplinary Board and to serve on the Child Support Guideline Committee  
20 for the State of Nevada. I am the Vice Chair of the Child Support Guideline  
21 Committee.  
22


23 7. Ms. Hauser currently serves as the Secretary of the Family Law Bench  
24 Bar Committee for the Eighth Judicial District Court and as the Chair of the Nevada  
25 Family Law Section Executive Committee. Ms. Hauser has received awards for her  
26 Pro Bono Hours. Ms. Hauser worked with the Truancy Diversion Program in 2008  
27  
28

1 under the direction of the Honorable Judge Jennifer Elliott.

2 8. Dawn R. Throne, Esq., and Michelle H. Hauser, Esq., both currently bill  
3 at the hourly rate of \$375.00 per hour in this matter. Affiant is informed and believes  
4 that the hourly rate of \$375.00 for family law attorneys with 23 and 18 years of  
5 experience respectively is below the going rate in this legal market.  
6

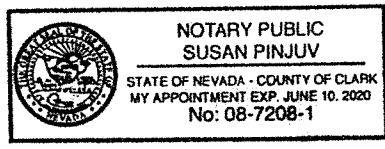
7 9. Plaintiff has incurred attorney's fees of \$1,800 to date in this matter for  
8 reviewing the Countermotion and the relevant terms of the MSA, communicating  
9 with Plaintiff's two business attorneys, preparing drafts of the declarations of the two  
10 business attorneys and preparing an Opposition to the Countermotion.  
11

12 FURTHER AFFIANT SAYETH NAUGHT.

13   
14 \_\_\_\_\_  
15 Dawn R. Throne, Esq.

16 **SUBSCRIBED and SWORN** to before  
17 me this 2<sup>nd</sup> day of May, 2020.

18   
19 \_\_\_\_\_  
20 **NOTARY PUBLIC**





1 CERTIFICATE OF SERVICE

2 A COPY OF the foregoing "OPPOSITION TO DEFENDANT'S MOTION  
3 FOR ATTORNEY'S FEES AND MEMORANDUM OF FEES AND COSTS AND  
4 COUNTERMOTION FOR ATTORNEY'S FEES PURSUANT TO NRCP  
5 54(d)" in the above-captioned matter was served this via electronic service, pursuant  
6 to NEFCR 9:  
7

8 KAINEN LAW GROUP  
9 Andrew Kynaston, Esq.  
10 Service@kainenlawgroup.com  
11 andrew@kainenlawgroup.com  
12 carol@kainenlawgroup.com  
13 Attorney for Defendant

14 DATED this 20<sup>th</sup> day of May, 2020.

15   
16 \_\_\_\_\_  
17 An employee of THRONE & HAUSER  
18  
19  
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21  
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# EXHIBIT 1

**Throne & Hauser**  
1070 W. Horizon Ridge Pkwy, #100  
Henderson, NV 89012 USA

Ph:702-800-3580

Fax:702-800-3581

Aaron Romano  
NV  
USA

March 27, 2020

**Attention:**

File #: 973-001

Inv #: 19531

**RE:** v Tracy Romano

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
------	-------------	-------	--------	--------

Mar-24-20	Review Opposition and Counter-motion; T/C with client regarding options for Reply and Opposition to Counter-motion; Prepare correspondence to opposing counsel regarding extension	1.40	525.00	DRT
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Mar-26-20	Review correspondence from client	0.10	37.50	DRT
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	Totals	1.90	<u>562.50</u>	
--	--------	------	---------------	--

**DISBURSEMENTS**

Mar-27-20	general costs		19.43	
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	Totals		<u>19.43</u>	
--	--------	--	--------------	--

	<b>Total Fee &amp; Disbursements</b>			<u>\$666.93</u>
--	--------------------------------------	--	--	-----------------

	Previous Balance			600.00
--	------------------	--	--	--------

JA0319

**Throne & Hauser**  
1070 W. Horizon Ridge Pkwy, #100  
Henderson, NV 89012 USA

Ph:702-800-3580

Fax:702-800-3581

Aaron Romano  
NV  
USA

April 10, 2020

**Attention:**

File #: 973-001

Inv #: 19586

**RE:** v Tracy Romano

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-08-20	Dictate Declarations for business attorney's regarding Counter-motion; Prepare correspondence to client regarding life insurance policies; Begin work on Reply and Opposition to Counter-motion	1.10	412.50	DRT
Apr-09-20	Review correspondence from client regarding life insurance policies; Review and revise drafts of Declarations for business attorneys; Prepare correspondence to both attorneys regarding their declarations; Continue to Dictate Reply and Opposition to Counter-motion; Legal research (Spent 3.5 hours, billed for only 2.75 hours)	2.75	1,031.25	DRT
	SP- Transcribe Declarations of Randon Hansen, Esq., and Lars Evensen	1.00	150.00	DRT
	Totals	4.85	<u>\$1,593.75</u>	

**DISBURSEMENTS**

Apr-10-20	general costs		47.81	
	Totals		<u>\$47.81</u>	
	<b>Total Fee &amp; Disbursements</b>			<u>\$1,641.56</u>

JA0320

**Throne & Hauser**  
1070 W. Horizon Ridge Pkwy, #100  
Henderson, NV 89012 USA

Ph:702-800-3580

Fax:702-800-3581

Aaron Romano  
NV  
USA

April 23, 2020

**Attention:**

File #: 973-001

Inv #: 19643

**RE:** v Tracy Romano

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Apr-10-20	Review and respond to correspondence from Mr. Hansen; Review correspondence from client; Review and revise draft #1 of Reply and Opposition to Countermotion; Prepare correspondence to client regarding same; Review and respond to correspondence from Mr. Evenson; Review and finalize Exhibit Appendix	1.80	675.00	DRT
	SP- Transcribe Reply to Opposition and Opposition to Countermotion, and prepare Exhibit Appendix to Plaintiff's Reply to Opposition and Opposition to Countermotion, telephone conference with Mr. Evensen re: status of reviewing and signing Affidavit (left message) and prepare correspondence to Mr. Evensen re: same (Actual Time 3.2 Billed 2.0)	2.00	300.00	DRT

JA0321

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

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

Case No. D-16-543/14D  
Dept. C  
MOTION/OPPPOSITION  
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.

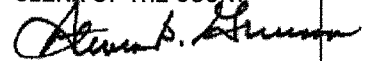
-OR-  
 \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.  
-OR-  
 \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce 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 5/20/2020

Signature of Party or Preparer: Susan Dye



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

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

13 **AARON ROMANO,**

14 Plaintiff,

15 vs.

17 **TRACY ROMANO,**

18 Defendant.

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

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

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

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

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

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

THRONE & HAUSER

/s/ Dawn R Throne  
**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  
(702) 800-3580  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

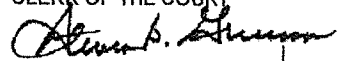
A COPY OF "Notice of Entry of Order from April 21, 2020 Hearing" in the above-captioned matter was served this date via electronic service, pursuant to NEFCR 9 as follows:

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

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

/s/ Igor Makarov  
an employee of THRONE & HAUSER





1 **ORDR**  
2 ANDREW L. KYNASTON, ESQ.  
3 Nevada Bar No. 8147  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129-8714  
7 PH: (702) 823-4900  
8 FX: (702) 823-4488  
9 Service@KainenLawGroup.com  
10 Attorney for Defendant

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

13 AARON ROMANO,  
14  
15 Plaintiff,  
16  
17 vs.  
18 TRACY ROMANO,  
19  
20 Defendant.

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

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

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129-8714  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

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

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

29 ...  
30 ...  
31 ...



KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129-8714  
702.823.4900 - Fax 702.823.4488  
www.KainenLawGroup.com

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

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

6 Therefore,

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

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

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

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

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

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

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

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

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

28 ...

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

4 DATED this 15th day of May, 2020.

5  
6 *Rebecca Burton*  
7 DISTRICT COURT JUDGE

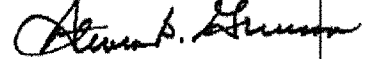
8 Submitted by:  
9 KAINEN LAW GROUP, PLLC

Approved as to Form and Content:  
10 THRONE & HAUSER

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

17 By: *[Signature]* 5/13/2020  
18 DAWN R. THRONE, ESQ.  
19 Nevada Bar No. 6145  
20 1070 W. Horizon Ridge Pkwy, Ste. 100  
21 Henderson, Nevada 89012  
22 Attorney for Plaintiff

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129-8714  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com



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

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 AARON ROMANO,

11 Plaintiff,

12 vs.

13 TRACY ROMANO,

14 Defendant.

Case No D-16-543114-D

Dept. No. C

15 AARON ROMANO'S NOTICE OF APPEAL

16 NOTICE IS HEREBY GIVEN that Plaintiff, Aaron Romano, hereby appeals  
17 to the Supreme Court of Nevada from the ORDER FROM THE HEARING ON  
18 APRIL 21<sup>st</sup>, 2020 entered in this action on May 17, 2020. See Exhibit "A," attached  
19 hereto.  
20  
21

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

23 THRONE & HAUSER

24   
25 Dawn R. Throne, Esq.

26 Nevada Bar No. 006145

27 1070 W. Horizon Ridge Pkwy., Suite 100

28 Henderson, Nevada 89012

(702) 800-3580

Attorney for Plaintiff

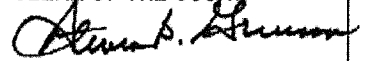
1 CERTIFICATE OF SERVICE

2 A COPY OF the "Aaron Romano's Notice of Appeal" in the above-  
3 captioned matter was served this date via electronic service, pursuant to NEFCR 9 as  
4 follows:  
5

6 KAINEN LAW GROUP  
7 Andrew Kynaston, Esq.  
8 Service@kainenlawgroup.com  
9 andrew@kainenlawgroup.com  
10 carol@kainenlawgroup.com  
11 Attorney for Defendant

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

13   
14 \_\_\_\_\_  
15 an employee of THRONE & HAUSER  
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1 **RPLY**  
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  
8 Las Vegas, Nevada 89129  
9 Telephone: (702) 823-4900  
10 Facsimile: (702) 823-4488  
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: 06/10/2020  
Time of Hearing: 2:15 P.m.

15 **DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S**  
16 **MOTION FOR ATTORNEY'S FEES AND MEMORANDUM OF FEES AND**  
17 **COSTS**  
18 **AND**  
19 **OPPOSITION TO PLAINTIFF'S COUNTERMOTION FOR ATTORNEY'S**  
20 **FEES PURSUANT TO N.R.C.P. 54(d)**

21 COMES NOW, Defendant, TRACY ROMANO, by and through her  
22 attorney, ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW GROUP,  
23 PLLC, and submits her *Reply to Plaintiff's Opposition to Defendant's Motion for*  
24 *Attorney's Fees and Memorandum of Fees and Costs and Opposition to Plaintiff's*  
25 *Counter-motion for Attorney's Fees Pursuant to N.R.C.P. 54(d).*  
26 ...  
27 ...  
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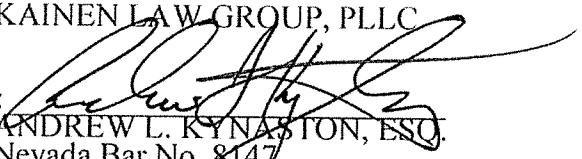
KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

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

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

4 DATED this 27<sup>th</sup> day of May, 2020.

5 KAINEN LAW GROUP, PLLC

6 By: 

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

10 I.

11 POINTS AND AUTHORITIES

12 NRS 18.010 states:

- 13 1. The compensation of an attorney and counselor for his or her services
- 14 is governed by agreement, express or implied, which is not restrained by
- 15 law.
- 16 2. In addition to the cases where an allowance is authorized by specific
- 17 statute, the court may make an allowance of attorney's fees to a prevailing
- 18 party:
- 19 (a) When the prevailing party has not recovered more than \$20,000; or
- 20 (b) Without regard to the recovery sought, when the court finds that the
- 21 claim, counterclaim, cross-claim or third-party complaint or defense of the
- 22 opposing party was brought or maintained without reasonable ground or to
- 23 harass the prevailing party. The court shall liberally construe the provisions
- 24 of this paragraph in favor of awarding attorney's fees in all appropriate
- 25 situations. It is the intent of the Legislature that the court award attorney's
- 26 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.
- 27 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
- 28 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.

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II.

**STATEMENT OF FACTS**

The parties were divorced by way of Decree of Divorce, entered on June 12, 2019. Defendant filed her Motion for Attorney’s Fees and Costs pursuant to the Court’s instruction. Plaintiff then filed his Opposition to Defendant’s Motion for Attorney’s Fees and Memorandum of Fees and Costs and Countermotion for Attorney’s Fees Pursuant to NRCPC 54(d). Defendant hereby submits her Reply to Plaintiff’s Opposition, and her Opposition to his Countermotion for Attorney’s Fees and Costs.

III.

**ARGUMENT**

Upon reviewing the pleadings the Court found that there was no change in circumstances, and no cause to modify the custodial arrangement or child support provisions that the parties had negotiated less than a year ago. At the hearing held April 21, 2020, the Court instructed Plaintiff to submit a motion for fees pursuant to NRCPC Rule 54 in order to account for the attorney’s fees and costs that were incurred to oppose Defendant’s baseless Motion.

**A. There is a Basis to Award Defendant Attorney’s Fees**

At the hearing held on April 21, 2020, the Court summarily denied each of Plaintiff’s requests set forth in his Motion and found all of his claims to be without merit. Therefore, the Court directed Defendant to submit an accounting of fees incurred as a result of Plaintiff’s Motion.<sup>1</sup> Plaintiff in his Opposition alleges that Defendant did not provide any authority for filing her *Motion for Attorney’s Fees and Memorandum of Fees and Costs*, however, Defendant had previously cited such authority in her initial Opposition and Countermotion prepared in response to Plaintiff’s Motion. Defendant’s

---

<sup>1</sup> Defendant’s initial Opposition and Countermotion prepared in response to Plaintiff’s motion, included an express countermotion for attorney’s fees and costs and citing the authority for the same. The Court requested that an additional motion be filed pursuant to NRCPC Rule 54 to include memorandum of fees and costs.



1 Motion for Fees complied with the requirements of NRCF Rule 54(d) and the citations  
2 to the necessary authority to do so are already set forth in the record.

3 **B. Fees awarded pursuant to the Parties' Marital Settlement Agreement**

4 In addition the authority already in the record and cited herein, the parties  
5 Marital Settlement Agreement (MSA) itself also provides that Defendant should be  
6 awarded her attorney's fees for having to respond to Plaintiff's Motion. Subsection 26.1  
7 of the parties' Marital Settlement Agreement, executed June 5, 2020, states in relevant  
8 part as follows:

9 26.1 Should litigation arise concerning the terms and  
10 conditions of this Agreement, or the breach of same by any  
11 party hereto, the prevailing party shall be entitled to attorney's  
fees and costs in an amount awarded by the Court. (See page 17  
of the parties' MSA)

12 As the prevailing party, Defendant is entitled to attorney's fees and costs under the MSA,  
13 in addition to any other basis for the same.

14 **C. Defendant's Fees are Reasonable**

15 Plaintiff's Opposition goes to great lengths to criticize and challenge the  
16 reasonableness of the fees incurred by Defendant in this post-divorce matter. Defendant  
17 and her counsel maintain that the time and efforts required to address and resolve this  
18 matter are wholly reasonable under the facts and circumstances of this case. Even before  
19 Plaintiff filed his unwarranted motion, Defendant's counsel attempted to resolve the  
20 issues that Plaintiff brought before the Court. Defendant's counsel's letter of January 30,  
21 2020, was a good faith attempted to resolve the issues by way of correspondence and  
22 avoid litigation. This was not a simple letter, but included numerous specific citations  
23 to the parties' MSA, citations to some applicable case law and statutory authority. It  
24 required legal research and a recounting of important facts in the case resulting in a 7-  
25 page responsive letter. This time and effort was invested into this responsive letter in  
26 order to try to convince the Plaintiff and his counsel that filing a motion would be a futile  
27 exercise – a fact that turned out to be completely true – and hopefully dissuade Plaintiff  
28 from expending further attorney's fees pursuing this untenable course of action.



1 of the Divorce and nothing was done. Follow-up correspondence was sent directly by  
2 Defendant and by her counsel several times since the time of the parties' divorce seeking  
3 compliance. Plaintiff primarily ignored these efforts. Even the letter Defendant's  
4 counsel prepared and sent on January 30, 2020, before Plaintiff even filed his motion,  
5 sought to address these issues. There was no response to this letter and about a month  
6 later Plaintiff filed his unwarranted motion to change custody and child support, without  
7 any mention of the MSA items that Defendant had to address by way of countermotion.<sup>2</sup>

8 Again, the issues that Defendant raises in her Countermotion are still  
9 pending before the Court and have not been decided. The Court did not deny  
10 Defendant's Countermotion, but rather deferred the issue and set a Status Check hearing,  
11 in hopes that the parties would be able to figure out how to resolve these issues. Plaintiff  
12 cannot be awarded attorney's fees as a prevailing party on issues that are still unresolved  
13 with the Court.

14 III.

15 CONCLUSION

16 Based on the foregoing, respectfully requests that Mother's Motion for  
17 Attorney's Fees be granted and that Plaintiff's Countermotion be denied.

18 Respectfully submitted this 27<sup>th</sup> day of May, 2020.

19 KAINEN LAW GROUP, PLLC

20  
21 By: 

22 ANDREW L. KYNASTON, ESQ.

23 Nevada Bar No. 8147

24 3303 Novat Street, Suite 200

25 Las Vegas, Nevada 89129

Attorneys for Defendant

26 <sup>2</sup> Plaintiff and his counsel also take issue with claims that the supplemental appendix  
27 documents that were filed after Plaintiff's Reply brief are fugitive documents. This claim is  
28 unfounded. It was necessary to set the record straight so the court would have a clearer view  
of the issues. Frankly, the notion that a Reply to Opposition to Countermotion is no longer  
permitted under the revised EDCR rules, is an affront to due process.

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27<sup>th</sup> day of May, 2020, I caused to be served the foregoing *Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Opposition to Plaintiff's Countermotion for Attorney's Fees Pursuant to N.R.C.P. 54(d)*, 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

  
Employee at  
KAINEN LAW GROUP, PLLC



1 by Attorney Dawn Throne, and Tracy is represented by Attorney Andrew  
2 Kynaston. The Court having reviewed the pleadings and papers on file in  
3 this case and good cause appearing therefor

4 NRCP 54(d) states:

5 **(d) Attorney Fees.**

6 **(1) Reserved.**

7 **(2) Attorney Fees.**

8 **(A) Claim to Be by Motion.** *A claim for attorney  
9 fees must be made by motion. The court may decide a  
10 postjudgment motion for attorney fees despite the existence of a  
11 pending appeal from the underlying final judgment.*

12 COURT FINDS that Tracy's request for attorney fees was originally  
13 brought before the Court by her *Opposition and Countermotion* to Aaron's  
14 *Motion*. To allow both parties to fully brief the issue, the Court directed

15 Tracy to file a separate *Motion for Attorney's Fees and Memorandum of*  
16 *Fees and Costs* pursuant to NRCP 54(d). Aaron's request for attorney fees  
17 was brought by his *Opposition and Countermotion* to Tracy's *Motion for*  
18 *Attorney's Fees and Memorandum of Fees and Costs* to which Tracy filed a  
19 *Reply*.

20 **(B) Timing and Contents of the Motion.**

21 *Unless a statute or a court order provides otherwise, the  
motion must:*

*(i) be filed no later than 21 days after written  
notice of entry of judgment is served;*

////

1 COURT FINDS that the *Order From Hearing On April 21, 2020* was  
2 entered on May 17, 2020, and the written *Notice of Entry of Order* was  
3 served on May 21, 2020. Tracy's request for attorney fees and costs was  
4 timely filed and served on May 6, 2020, and Aaron's request for attorney  
5 fees and costs was filed and served on May 20, 2020. Accordingly, both  
6 requests filed prior to *Notice of Entry* of the underlying *Order* to which  
7 they pertain were timely.

8 (ii) specify the judgment and the statute, rule, or  
9 other grounds entitling the movant to the award;

10 Tracy's Request for Fees

11 COURT FINDS that Tracy's request for attorney fees and costs  
12 pertains to the *Order From Hearing On April 21, 2020* entered on May 17,  
13 2020. Tracy seeks attorney fees and costs pursuant to NRS 18.010 and the  
14 *Marriage Settlement Agreement* ("MSA").

15 NRS 18.010(2)(b) states:

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

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

COURT FINDS that the parties' *Marital Settlement Agreement 26.1* states:

Should litigation arise concerning the terms and condition of this Agreement, or breach of same by any party hereto, the prevailing party shall be entitled to attorney's fees and costs in an amount awarded by the Court.

COURT FINDS that this action commenced when Aaron filed a *Motion to Confirm De Facto Physical Custody Arrangement of Children, to Modify Child Support and for Attorney's Fees and Costs* through which Aaron asked for the following relief: (1) to modify the parties' timeshare to their *de facto* custodial arrangement; (2) to modify Aaron's child support obligation; (3) to equally split insurance costs; (4) to equally divide unreimbursed medical expenses pursuant to the 30/30 rule; and (5) to award Aaron attorney fees and costs.

////



1 COURT FINDS that after determining that there was no change in  
2 circumstance as to either child custody or child support in this complex  
3 family matter that had been resolved less than a year ago, all of the relief  
4 requested by Aaron was denied. The Court recognized that the purpose of  
5 Aaron's *Motion* was to take advantage of the new child support regulations  
6 without an actual change in the custodial arrangement of the children or  
7 his income, but the new child support regulations expressly requires a  
8 change in circumstance. The Court was not persuaded that Aaron's  
9 argument which ignores the express provisions of the new child support  
10 regulations upon which Aaron wanted to take advantage is well grounded  
11 or reasonable. Tracy's request for attorney fees and costs is supported  
12 under both NRS 18.010(2)(b) was brought without reasonable ground and  
13 under the specific terms of the *Marital Settlement Agreement* 26.1.

14 *Aaron's Request for Fees*

15 COURT FINDS that Aaron's request for attorney fees and costs was  
16 made pursuant to EDCR 7.60(b)(1) in response to Tracy's *Counter motions*.

17 **Rule 7.60. Sanctions.**

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

(1) Presents to the court a motion or an opposition to a  
motion which is obviously frivolous, unnecessary or  
unwarranted.

1 COURT FINDS that through Tracy's *Defendant's Opposition to*  
2 *Plaintiff's Motion to Confirm De Facto Physical Custody Arrangement of*  
3 *Children, to Modify Child Support and for Attorney's Fees and Costs and*  
4 *Defendant's Countermotion to Modify Alimony; Enforce Provisions of the*  
5 *Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs*  
6 she asked for the following relief: (1) to modify alimony if child support  
7 was modified; (2) to enforce the MSA with respect to six incomplete items;  
8 and (3) to award Tracy attorney fees and costs.

9 COURT FINDS that Tracy's request to increase alimony was an  
10 alternative request for relief dependent upon Aaron's success in modifying  
11 his child support obligation which the Court does not find unreasonable or  
12 frivolous in light of the financial circumstances of this family.

13 COURT FINDS that Tracy's request to enforce the *Marital Settlement*  
14 *Agreement* was deferred 60 days to allow time for compliance of the same  
15 and those issues remain pending which makes Aaron's request for attorney  
16 fees premature.

17 (iii) state the amount sought or provide a fair  
18 estimate of it specify the judgment and the statute, rule, or  
other grounds entitling the movant to the award;

19 COURT FINDS that Tracy is requesting attorney fees and costs in the  
20 amount of \$15,587.50 to defend against Aaron's *Motion*; and that Aaron is

21

1 requesting attorney fees and costs in the amount of \$1,800 to defend  
2 against Tracy's *Countermotion*.

3 (iv) disclose, if the court so orders, the  
4 nonprivileged financial terms of any agreement about fees for  
the services for which the claim is made; and

5 COURT FINDS that the Court did not require either party to provide  
6 their attorney fee contracts.

7 (v) be supported by:

8 (a) counsel's affidavit swearing that the  
9 fees were actually and necessarily incurred and were  
reasonable;

10 COURT FINDS that although Attorney Kynaston supplied an  
11 *Affidavit*, it does not explicitly state fees were actually and necessarily

12 incurred and were reasonable; however, the Court gleans from the *Motion*  
13 and billing statement that the fees were actually and necessarily incurred.

14 COURT FINDS that Aaron argues that the fees were not reasonable  
15 because: (1) Attorney Kynaston would not need to spend the amount of  
16 time that he did in preparing the opposition and engaging in negotiations  
17 because he was counsel to Tracy and already familiar with the *Parenting*  
18 *Agreement*, the *Marital Settlement Agreement*, and the *Decree of Divorce*  
19 he negotiated; (2) the *Opposition* was similar to the letter Tracy sent; (3)  
20 Tracy filed fugitive documents that were not approved by the Court; and

21

Page 7 of 10

1 (4) Attorney Kainen billed 2.7 (\$1,620) hours for preparing for a hearing  
2 and reviewing the *Order* from the hearing duplicating the efforts of  
3 Attorney Kynaston. In support of his argument, Aaron represents that his  
4 total of attorney fees were less at \$10,450 and his counsel was new to the  
5 case. The Court agrees that Tracy had the advantage of counsel already  
6 familiar with the case (the Court itself specifically recalled the resolution  
7 which was only a few months old), there were some duplicative efforts by  
8 Tracy's counsel, and the Court was unable to separate those fees incurred  
9 for Aaron's *Motion* from those fees incurred for Tracy's *Countermotion*  
10 which is pending and for which an award of attorney fees to either party is  
11 premature, all of which was considered by the Court.

12 (b) documentation concerning the  
13 amount of fees claimed; and

14 COURT FINDS that Tracy's *Motion for Attorney's Fees and*  
15 *Memorandum of Fees and Costs* includes a breakdown of the services in  
16 support of the fees and costs claimed.

17 (c) points and authorities addressing the  
18 appropriate factors to be considered by the court in deciding  
the motion.

19 COURT FINDS that Tracy supported her request with the factors  
20 required by *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d

1 31 (1969) to include the qualities of the advocate, the character and  
2 difficulty of the work performed, the work actually performed by the  
3 attorney, and the result obtained, together with billing breakdown, and  
4 those factors and billing breakdown were reviewed and considered by this  
5 Court. In this regard, the Court finds that the hourly rate charged by  
6 Attorney Kynaston is justified by his education, experience, and expertise.  
7 The work included engaging in negotiations, drafting an *Opposition*, as well  
8 as a *Supplement*, attending the hearing, and preparing the resulting *Order*  
9 and this attorney fees request. The Court notes that staff was utilized to  
10 keep costs down. The result was favorable to Tracy.

11 *(C) Extensions of Time. The court may not  
12 extend the time for filing the motion after the time has expired.*

13 COURT FINDS that neither party asked for an extension of time.

14 *(D) Exceptions. Rules 54(d)(2)(A) and (B) do not  
15 apply to claims for attorney fees as sanctions or when the  
16 applicable substantive law requires attorney fees to be proved  
17 at trial as an element of damages.*


18 COURT FINDS that as required by *Miller v. Wilfong*, 121 Nev. 619  
19 (2005) and *Wright v. Osburn*, (1998), the Court must consider the parties'  
20 respective financial means when making an award of fees in a family law  
21 matter. The court found Aaron's gross monthly income to not have

1 changed since the *Decree of Divorce* was entered which set Aaron's gross  
2 monthly income at \$47,122.78. After deducting \$16,134.10 for funds  
3 provided monthly to Tracy for child support, alimony, and property  
4 equalization, Aaron has \$30,988.68 income which is still twice as much as  
5 Tracy's income. Aaron's financial position is obviously superior to Tracy's  
6 financial condition and he is much better able to absorb the attorney fees  
7 he caused Tracy to incur by the filing of his *Motion*.

8 NOW, THEREFORE, IT IS HEREBY ORDERED that Tracy is hereby  
9 awarded the sum of \$7,378.50 as and for attorney's fees and costs against  
10 Aaron, which sum is hereby reduced to judgment, which may be collected  
11 by any and all legal means.

12 IT IS FURTHER ORDERED that attorney fees regarding Tracy's  
13 *Countermotion* are denied without prejudice.

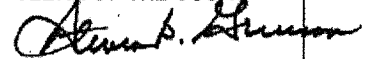
14 DATED June 19, 2020.

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17 REBECCA L. BURTON  
18 DISTRICT COURT JUDGE  
19 DEPARTMENT C  
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REBECCA L. BURTON  
DISTRICT JUDGE  
FAMILY DIVISION, DEPT. C  
1725 VINEYARD, NV 89101-2407

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Steven D. Grierson  
CLERK OF THE COURT



DISTRICT COURT  
CLARK COUNTY, NEVADA

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Aaron Romano, Plaintiff  
vs.  
Tracy Romano, Defendant.

Case No: D-16-543114-D  
Department C

**NOTICE OF ENTRY OF ORDER**

Please take notice that an ORDER AWARDING ATTORNEY FEES  
AND COSTS was entered in the foregoing action and the following is  
a true and correct copy thereof.

Dated: June 19, 2020

/s/ Lourdes Child  
Lourdes Child  
Judicial Executive Assistant  
Department C

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### CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

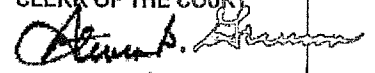
I provided the foregoing NOTICE OF ENTRY OF ORDER to:

Dawn R. Throne, Esq.  
dawn@thronehauser.com

Edward Kainen, Esq.  
service@kainenlawgroup.com

/s/ Lourdes Child  
Lourdes Child  
Judicial Executive Assistant  
Department C





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ORDR

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

AARON ROMANO,

Plaintiff,

vs.

TRACY ROMANO,

Defendant.

)  
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)  
)  
) CASE NO. D-16-543114-D  
) DEPT NO. C  
)  
) Date of Hearing: 06/10/2020  
) IN-CHAMBERS  
)

ORDER AWARDING ATTORNEY FEES AND COSTS

THIS MATTER having come before the Court on Defendant, Tracy Romano ("Tracy")'s *Motion for Attorney's Fees and Memorandum of Fees and Costs* served electronically on May 6, 2020; and on Plaintiff, Aaron Romano ("Aaron")'s *Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Countermotion for Attorney's Fees Pursuant to NRCP 54(d)* served electronically on May 20, 2020; and on Tracy's *Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Attorney's Fees and Memorandum of Fees and Costs and Opposition to Plaintiff's Countermotion for Attorney's Fees Pursuant to N.R.C.P. 54(d)* served electronically on May 27, 2020. Aaron is represented

1 by Attorney Dawn Throne, and Tracy is represented by Attorney Andrew  
2 Kynaston. The Court having reviewed the pleadings and papers on file in  
3 this case and good cause appearing therefor

4 NRCP 54(d) states:

5 **(d) Attorney Fees.**

6 **(1) Reserved.**

7 **(2) Attorney Fees.**

8 **(A) Claim to Be by Motion.** *A claim for attorney fees must be made by motion. The court may decide a postjudgment motion for attorney fees despite the existence of a pending appeal from the underlying final judgment.*

9 COURT FINDS that Tracy's request for attorney fees was originally  
10 brought before the Court by her *Opposition and Countermotion* to Aaron's  
11 *Motion*. To allow both parties to fully brief the issue, the Court directed  
12 Tracy to file a separate *Motion for Attorney's Fees and Memorandum of*  
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15 *Attorney's Fees and Memorandum of Fees and Costs* to which Tracy filed a  
16 *Reply*.

17 **(B) Timing and Contents of the Motion.**

18 *Unless a statute or a court order provides otherwise, the motion must:*

19 *(i) be filed no later than 21 days after written notice of entry of judgment is served;*

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1 COURT FINDS that the *Order From Hearing On April 21, 2020* was  
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6 requests filed prior to *Notice of Entry* of the underlying *Order* to which  
7 they pertain were timely.

8 (ii) *specify the judgment and the statute, rule, or*  
9 *other grounds entitling the movant to the award;*

10 Tracy's Request for Fees

11 COURT FINDS that Tracy's request for attorney fees and costs  
12 pertains to the *Order From Hearing On April 21, 2020* entered on May 17,  
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Should litigation arise concerning the terms and condition of this Agreement, or breach of same by any party hereto, the prevailing party shall be entitled to attorney's fees and costs in an amount awarded by the Court.

COURT FINDS that this action commenced when Aaron filed a *Motion to Confirm De Facto Physical Custody Arrangement of Children, to Modify Child Support and for Attorney's Fees and Costs* through which Aaron asked for the following relief: (1) to modify the parties' timeshare to their *de facto* custodial arrangement; (2) to modify Aaron's child support obligation; (3) to equally split insurance costs; (4) to equally divide unreimbursed medical expenses pursuant to the 30/30 rule; and (5) to award Aaron attorney fees and costs.

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1 COURT FINDS that after determining that there was no change in  
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12 under both NRS 18.010(2)(b) was brought without reasonable ground and  
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14 *Aaron's Request for Fees*

15 COURT FINDS that Aaron's request for attorney fees and costs was  
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17 **Rule 7.60. Sanctions.**

18 (b) The court may, after notice and an opportunity to be  
19 heard, impose upon an attorney or a party any and all sanctions  
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COURT FINDS that through Tracy's *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 Defendant's Countermotion to Modify Alimony; Enforce Provisions of the Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs* she asked for the following relief: (1) to modify alimony if child support was modified; (2) to enforce the MSA with respect to six incomplete items; and (3) to award Tracy attorney fees and costs.

COURT FINDS that Tracy's request to increase alimony was an alternative request for relief dependent upon Aaron's success in modifying his child support obligation which the Court does not find unreasonable or frivolous in light of the financial circumstances of this family.

COURT FINDS that Tracy's request to enforce the *Marital Settlement Agreement* was deferred 60 days to allow time for compliance of the same and those issues remain pending which makes Aaron's request for attorney fees premature.

*(iii) state the amount sought or provide a fair estimate of it specify the judgment and the statute, rule, or other grounds entitling the movant to the award;*

COURT FINDS that Tracy is requesting attorney fees and costs in the amount of \$15,587.50 to defend against Aaron's *Motion*; and that Aaron is

1 requesting attorney fees and costs in the amount of \$1,800 to defend  
2 against Tracy's *Counter-motion*.

3 (iv) disclose, if the court so orders, the  
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the services for which the claim is made; and

5 COURT FINDS that the Court did not require either party to provide  
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7 (v) be supported by:

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10 COURT FINDS that although Attorney Kynaston supplied an  
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20 Tracy filed fugitive documents that were not approved by the Court; and

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1 (4) Attorney Kainen billed 2.7 (\$1,620) hours for preparing for a hearing  
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7 which was only a few months old), there were some duplicative efforts by  
8 Tracy's counsel, and the Court was unable to separate those fees incurred  
9 for Aaron's *Motion* from those fees incurred for Tracy's *Countermotion*  
10 which is pending and for which an award of attorney fees to either party is  
11 premature, all of which was considered by the Court.

12 (b) documentation concerning the  
13 amount of fees claimed; and

14 COURT FINDS that Tracy's *Motion for Attorney's Fees and*  
15 *Memorandum of Fees and Costs* includes a breakdown of the services in  
16 support of the fees and costs claimed.

17 (c) points and authorities addressing the  
18 appropriate factors to be considered by the court in deciding  
the motion.

19 COURT FINDS that Tracy supported her request with the factors  
20 required by *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d



1 31 (1969) to include the qualities of the advocate, the character and  
2 difficulty of the work performed, the work actually performed by the  
3 attorney, and the result obtained, together with billing breakdown, and  
4 those factors and billing breakdown were reviewed and considered by this  
5 Court. In this regard, the Court finds that the hourly rate charged by  
6 Attorney Kynaston is justified by his education, experience, and expertise.  
7 The work included engaging in negotiations, drafting an *Opposition*, as well  
8 as a *Supplement*, attending the hearing, and preparing the resulting *Order*  
9 and this attorney fees request. The Court notes that staff was utilized to  
10 keep costs down. The result was favorable to Tracy.

11 *(C) Extensions of Time. The court may not*  
12 *extend the time for filing the motion after the time has expired.*

13 COURT FINDS that neither party asked for an extension of time.

14 *(D) Exceptions. Rules 54(d)(2)(A) and (B) do not*  
15 *apply to claims for attorney fees as sanctions or when the*  
16 *applicable substantive law requires attorney fees to be proved*  
*at trial as an element of damages.*


17 COURT FINDS that as required by *Miller v. Wilfong*, 121 Nev. 619  
18 (2005) and *Wright v. Osburn*, (1998), the Court must consider the parties'  
19 respective financial means when making an award of fees in a family law  
20 matter. The court found Aaron's gross monthly income to not have

1 changed since the *Decree of Divorce* was entered which set Aaron's gross  
2 monthly income at \$47,122.78. After deducting \$16,134.10 for funds  
3 provided monthly to Tracy for child support, alimony, and property  
4 equalization, Aaron has \$30,988.68 income which is still twice as much as  
5 Tracy's income. Aaron's financial position is obviously superior to Tracy's  
6 financial condition and he is much better able to absorb the attorney fees  
7 he caused Tracy to incur by the filing of his *Motion*.

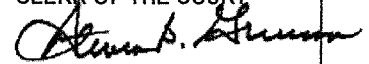
8 NOW, THEREFORE, IT IS HEREBY ORDERED that Tracy is hereby  
9 awarded the sum of \$7,378.50 as and for attorney's fees and costs against  
10 Aaron, which sum is hereby reduced to judgment, which may be collected  
11 by any and all legal means.

12 IT IS FURTHER ORDERED that attorney fees regarding Tracy's  
13 *Countermotion* are denied without prejudice.

14 DATED June 19, 2020.

15   
16 \_\_\_\_\_  
17 REBECCA L. BURTON  
18 DISTRICT COURT JUDGE  
19 DEPARTMENT C

REBECCA L. BURTON  
DISTRICT JUDGE  
FAMILY DIVISION, DEPT. C  
LAS VEGAS, NV 89101-2108



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

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

10 **AARON ROMANO,**

11 Plaintiff,

12 vs.

13 **TRACY ROMANO,**

14 Defendant.

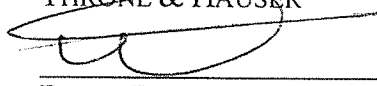
Case No **D-16-543114-D**  
Dept. No. **C**

15 **AARON ROMANO'S NOTICE OF APPEAL**

16  
17  
18 NOTICE IS HEREBY GIVEN that Plaintiff, Aaron Romano, hereby appeals  
19 to the Supreme Court of Nevada from the ORDER AWARDING ATTORNEY FEES  
20 AND COSTS entered in this action on June 19, 2020. See Exhibit "A," attached  
21 hereto.

22  
23 DATED this 25<sup>th</sup> day of June, 2020.

24 **THRONE & HAUSER**



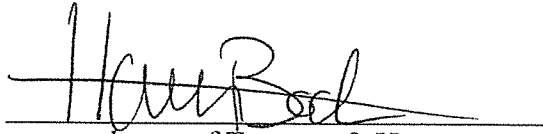
25  
26 **Dawn R. Throne, Esq.**  
27 Nevada Bar No. 006145  
28 1070 W. Horizon Ridge Pkwy., Suite 100  
Henderson, Nevada 89012  
(702) 800-3580  
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 A COPY OF the "Aaron Romano's Notice of Appeal" in the above-  
3 captioned matter was served this date via electronic service, pursuant to NEFCR 9 as  
4 follows:

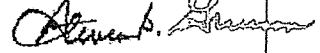
5 KAINEN LAW GROUP  
6 Andrew Kynaston, Esq.  
7 Service@kainenlawgroup.com  
8 andrew@kainenlawgroup.com  
9 carol@kainenlawgroup.com  
Attorney for Defendant

10 DATED this 25<sup>th</sup> day of June, 2020.

11   
12 \_\_\_\_\_  
13 an employee of THRONE & HAUSER  
14

---

# EXHIBIT A



1    ORDR

2                                 DISTRICT COURT, FAMILY DIVISION

3                                 CLARK COUNTY, NEVADA

4    AARON ROMANO,                                 )

5                    Plaintiff,                                 )

6    vs.   )

7    TRACY ROMANO,                                 )

8                    Defendant.                                 )

  ) CASE NO. D-16-543114-D

  ) DEPT NO. C

  ) Date of Hearing: 06/10/2020

  ) IN-CHAMBERS

9  
10                                 ORDER AWARDING ATTORNEY FEES AND COSTS

11             THIS MATTER having come before the Court on Defendant, Tracy

12     Romano (“Tracy”)’s *Motion for Attorney’s Fees and Memorandum of Fees*

13     and Costs served electronically on May 6, 2020; and on Plaintiff, Aaron

14     Romano (“Aaron”)’s *Opposition to Defendant’s Motion for Attorney’s Fees*

15     and *Memorandum of Fees and Costs and Countermotion for Attorney’s*

16     *Fees Pursuant to NRCP 54(d)* served electronically on May 20, 2020; and

17     on Tracy’s *Defendant’s Reply to Plaintiff’s Opposition to Defendant’s*

18     *Motion for Attorney’s Fees and Memorandum of Fees and Costs and*

19     *Opposition to Plaintiff’s Countermotion for Attorney’s Fees Pursuant to*

20     *N.R.C.P. 54(d)* served electronically on May 27, 2020. Aaron is represented

1 by Attorney Dawn Throne, and Tracy is represented by Attorney Andrew  
2 Kynaston. The Court having reviewed the pleadings and papers on file in  
3 this case and good cause appearing therefor

4 NRC P 54(d) states:

5 **(d) Attorney Fees.**

6 **(1) Reserved.**

7 **(2) Attorney Fees.**

8 **(A) Claim to Be by Motion.** A claim for attorney  
9 fees must be made by motion. The court may decide a  
10 postjudgment motion for attorney fees despite the existence of a  
11 pending appeal from the underlying final judgment.

12 COURT FINDS that Tracy's request for attorney fees was originally  
13 brought before the Court by her *Opposition and Countermotion* to Aaron's  
14 *Motion*. To allow both parties to fully brief the issue, the Court directed  
15 Tracy to file a separate *Motion for Attorney's Fees and Memorandum of*  
16 *Fees and Costs* pursuant to NRC P 54(d). Aaron's request for attorney fees  
17 was brought by his *Opposition and Countermotion* to Tracy's *Motion for*  
18 *Attorney's Fees and Memorandum of Fees and Costs* to which Tracy filed a  
19 *Reply*.

20 **(B) Timing and Contents of the Motion.**

21 Unless a statute or a court order provides otherwise, the  
motion must:

(i) be filed no later than 21 days after written  
notice of entry of judgment is served;

////

1 COURT FINDS that the *Order From Hearing On April 21, 2020* was  
2 entered on May 17, 2020, and the written *Notice of Entry of Order* was  
3 served on May 21, 2020. Tracy's request for attorney fees and costs was  
4 timely filed and served on May 6, 2020, and Aaron's request for attorney  
5 fees and costs was filed and served on May 20, 2020. Accordingly, both  
6 requests filed prior to *Notice of Entry* of the underlying *Order* to which  
7 they pertain were timely.

8 (ii) specify the judgment and the statute, rule, or  
9 other grounds entitling the movant to the award;

10 Tracy's Request for Fees

11 COURT FINDS that Tracy's request for attorney fees and costs  
12 pertains to the *Order From Hearing On April 21, 2020* entered on May 17,  
13 2020. Tracy seeks attorney fees and costs pursuant to NRS 18.010 and the  
14 *Marriage Settlement Agreement* ("MSA").

15 NRS 18.010(2)(b) states:

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

19 (b) *Without regard to the recovery sought, when the court*  
20 *finds that the claim, counterclaim, cross-claim or third-party*  
21 *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*



1 provisions of this paragraph in favor of awarding attorney's  
2 fees in all appropriate situations. It is the intent of the  
3 Legislature that the court award attorney's fees pursuant to  
4 this paragraph and impose sanctions pursuant to Rule 11 of the  
5 Nevada Rules of Civil Procedure in all appropriate situations to  
6 punish for and deter frivolous or vexatious claims and defenses  
7 because such claims and defenses overburden limited judicial  
8 resources, hinder the timely resolution of meritorious claims  
9 and increase the costs of engaging in business and providing  
10 professional services to the public.

11  
12 COURT FINDS that the parties' *Marital Settlement Agreement* 26.1

13 states:

14 Should litigation arise concerning the terms and condition  
15 of this Agreement, or breach of same by any party hereto, the  
16 prevailing party shall be entitled to attorney's fees and costs in  
17 an amount awarded by the Court.

18  
19 COURT FINDS that this action commenced when Aaron filed a  
20 *Motion to Confirm De Facto Physical Custody Arrangement of Children,*  
21 *to Modify Child Support and for Attorney's Fees and Costs* through which  
Aaron asked for the following relief: (1) to modify the parties' timeshare to  
their *de facto* custodial arrangement; (2) to modify Aaron's child support  
obligation; (3) to equally split insurance costs; (4) to equally divide  
unreimbursed medical expenses pursuant to the 30/30 rule; and (5) to  
award Aaron attorney fees and costs.

////

Page 4 of 10

1 COURT FINDS that after determining that there was no change in  
2 circumstance as to either child custody or child support in this complex  
3 family matter that had been resolved less than a year ago, all of the relief  
4 requested by Aaron was denied. The Court recognized that the purpose of  
5 Aaron's *Motion* was to take advantage of the new child support regulations  
6 without an actual change in the custodial arrangement of the children or  
7 his income, but the new child support regulations expressly requires a  
8 change in circumstance. The Court was not persuaded that Aaron's  
9 argument which ignores the express provisions of the new child support  
10 regulations upon which Aaron wanted to take advantage is well grounded  
11 or reasonable. Tracy's request for attorney fees and costs is supported

12 under both NRS 18.010(2)(b) was brought without reasonable ground and  
13 under the specific terms of the *Marital Settlement Agreement* 26.1.

14 *Aaron's Request for Fees*

15 COURT FINDS that Aaron's request for attorney fees and costs was  
16 made pursuant to EDCR 7.60(b)(1) in response to Tracy's *Counter motions*.

17 **Rule 7.60. Sanctions.**

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

(1) Presents to the court a motion or an opposition to a  
motion which is obviously frivolous, unnecessary or  
unwarranted.

1 COURT FINDS that through Tracy's *Defendant's Opposition to*  
2 *Plaintiff's Motion to Confirm De Facto Physical Custody Arrangement of*  
3 *Children, to Modify Child Support and for Attorney's Fees and Costs and*  
4 *Defendant's Countermotion to Modify Alimony; Enforce Provisions of the*  
5 *Parties' Marital Settlement Agreement; and for Attorney's Fees and Costs*  
6 she asked for the following relief: (1) to modify alimony if child support  
7 was modified; (2) to enforce the MSA with respect to six incomplete items;  
8 and (3) to award Tracy attorney fees and costs.

9 COURT FINDS that Tracy's request to increase alimony was an  
10 alternative request for relief dependent upon Aaron's success in modifying  
11 his child support obligation which the Court does not find unreasonable or  
12 frivolous in light of the financial circumstances of this family.

13 COURT FINDS that Tracy's request to enforce the *Marital Settlement*  
14 *Agreement* was deferred 60 days to allow time for compliance of the same  
15 and those issues remain pending which makes Aaron's request for attorney  
16 fees premature.

17 (iii) state the amount sought or provide a fair  
18 estimate of it specify the judgment and the statute, rule, or  
19 other grounds entitling the movant to the award;

20 COURT FINDS that Tracy is requesting attorney fees and costs in the  
21 amount of \$15,587.50 to defend against Aaron's *Motion*; and that Aaron is

1 requesting attorney fees and costs in the amount of \$1,800 to defend  
2 against Tracy's *Countermotion*.

3 (iv) disclose, if the court so orders, the  
4 nonprivileged financial terms of any agreement about fees for  
the services for which the claim is made; and

5 COURT FINDS that the Court did not require either party to provide  
6 their attorney fee contracts.

7 (v) be supported by:

8 (a) counsel's affidavit swearing that the  
9 fees were actually and necessarily incurred and were  
reasonable;

10 COURT FINDS that although Attorney Kynaston supplied an  
11 *Affidavit*, it does not explicitly state fees were actually and necessarily

12 incurred and were reasonable; however, the Court gleans from the *Motion*  
13 and billing statement that the fees were actually and necessarily incurred.

14 COURT FINDS that Aaron argues that the fees were not reasonable  
15 because: (1) Attorney Kynaston would not need to spend the amount of  
16 time that he did in preparing the opposition and engaging in negotiations  
17 because he was counsel to Tracy and already familiar with the *Parenting*  
18 *Agreement*, the *Marital Settlement Agreement*, and the *Decree of Divorce*  
19 he negotiated; (2) the *Opposition* was similar to the letter Tracy sent; (3)  
20 Tracy filed fugitive documents that were not approved by the Court; and

1 (4) Attorney Kainen billed 2.7 (\$1,620) hours for preparing for a hearing  
2 and reviewing the *Order* from the hearing duplicating the efforts of  
3 Attorney Kynaston. In support of his argument, Aaron represents that his  
4 total of attorney fees were less at \$10,450 and his counsel was new to the  
5 case. The Court agrees that Tracy had the advantage of counsel already  
6 familiar with the case (the Court itself specifically recalled the resolution  
7 which was only a few months old), there were some duplicative efforts by  
8 Tracy's counsel, and the Court was unable to separate those fees incurred  
9 for Aaron's *Motion* from those fees incurred for Tracy's *Countermotion*  
10 which is pending and for which an award of attorney fees to either party is  
11 premature, all of which was considered by the Court.

12 (b) documentation concerning the  
13 amount of fees claimed; and

14 COURT FINDS that Tracy's *Motion for Attorney's Fees and*  
15 *Memorandum of Fees and Costs* includes a breakdown of the services in  
16 support of the fees and costs claimed.

17 (c) points and authorities addressing the  
18 appropriate factors to be considered by the court in deciding  
the motion.

19 COURT FINDS that Tracy supported her request with the factors  
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5 Court. In this regard, the Court finds that the hourly rate charged by  
6 Attorney Kynaston is justified by his education, experience, and expertise.  
7 The work included engaging in negotiations, drafting an *Opposition*, as well  
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9 and this attorney fees request. The Court notes that staff was utilized to  
10 keep costs down. The result was favorable to Tracy.

11 *(C) Extensions of Time. The court may not*  
12 *extend the time for filing the motion after the time has expired.*

13 COURT FINDS that neither party asked for an extension of time.

14 *(D) Exceptions. Rules 54(d)(2)(A) and (B) do not*  
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16 *applicable substantive law requires attorney fees to be proved*  
17 *at trial as an element of damages.*


18 COURT FINDS that as required by *Miller v. Wilfong*, 121 Nev. 619  
19 (2005) and *Wright v. Osburn*, (1998), the Court must consider the parties'  
20 respective financial means when making an award of fees in a family law  
21 matter. The court found Aaron's gross monthly income to not have

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3 provided monthly to Tracy for child support, alimony, and property  
4 equalization, Aaron has \$30,988.68 income which is still twice as much as  
5 Tracy's income. Aaron's financial position is obviously superior to Tracy's  
6 financial condition and he is much better able to absorb the attorney fees  
7 he caused Tracy to incur by the filing of his *Motion*.

8 NOW, THEREFORE, IT IS HEREBY ORDERED that Tracy is hereby  
9 awarded the sum of \$7,378.50 as and for attorney's fees and costs against  
10 Aaron, which sum is hereby reduced to judgment, which may be collected  
11 by any and all legal means.

12 ~~IT IS FURTHER ORDERED~~ that attorney fees regarding Tracy's  
13 *Countermotion* are denied without prejudice.

14 DATED June 19, 2020.

15   
16 REBECCA L. BURTON  
17 DISTRICT COURT JUDGE  
18 DEPARTMENT C

REBECCA L. BURTON  
DISTRICT JUDGE  
EMILY DIVISION, DEPT. C  
JAC VERM. BY 89101-2109

1 SAO  
2 Dawn R. Throne, Esq.  
Nevada Bar No. 006145  
3 Michelle A. Hauser, Esq.  
Nevada Bar No. 007738  
4 THRONE&HAUSER  
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Henderson, Nevada 89017  
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7 (702) 800-3581 facsimile  
email: dawn@thronehauser.com  
8 Attorney for Plaintiff

9  
10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA  
12

13  
14 AARON ROMANO,

15 Plaintiff,

16 vs.

17  
18 TRACY ROMANO,

19 Defendant.  
20

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

21  
22 **STIPULATION AND ORDER RE: STAY OF ORDER ENTERED**  
23 **ON JUNE 19, 2020 REGARDING ORDER AWARDING**  
**ATTORNEY'S FEES AND COST PENDING APPEAL**

24 WHEREAS, Defendant filed a "Motion for Attorney's Fees and Memorandum  
25 of Fees and Costs, which was served on May 6, 2020;

26  
27 ...

28 ...

*S&O 1 to Stay Collections*



1           **WHEREAS**, on May 20, 2020, Plaintiff filed his “Opposition to Defendant’s  
2 Motion for Attorney’s Fees and Memorandum of Fees and Costs and Countermotion  
3 for Attorneys Fees Pursuant to NRCP 54;”  
4

5           **WHEREAS**, on May 27, 2020, Defendant filed her “Reply to Plaintiff’s  
6 Opposition to Defendant’s Motion for Attorney’s Fees and Memorandum of Fees and  
7 Costs and Countermotion for Attorneys Fees Pursuant to NRCP 54;”  
8

9           **WHEREAS**, the District Court issued its decision on June 19, 2020, wherein  
10 the District Court awarded the Defendant, Tracy Romano, the amount of \$7,378.50  
11 for attorney’s fees and cost against Plaintiff, Aaron Romano; and

12           **WHEREAS**, Plaintiff, Aaron Romano, filed a timely Notice of Appeal  
13 regarding the “Order Awarding Attorney Fees and Costs.”  
14

15           **IT IS HEREBY STIPULATED**, by and between the parties hereto, by and  
16 through their respective counsel, that the “Order Awarding Attorney Fees and Costs”  
17 entered on June 19, 2020, is hereby stayed pending appeal. Meaning that Defendant,  
18 Tracy Romano, and any of her agents, including her attorney of record, may take no  
19 action to collect on these fees while the appeal is pending.  
20

21           **IT IS FURTHER STIPULATED** that, in lieu of posting a bond, Plaintiff,  
22 Aaron Romano, shall deposit into Defendant’s counsel’s IOLTA Trust account the  
23 sum of \$7,378.50 within five days of Notice of Entry of “**STIPULATION AND**  
24 **ORDER RE: STAY OF ORDER ENTERED ON JUNE 19, 2020 REGARDING**  
25 **ORDER AWARDING ATTORNEY’S FEES AND COST.**”  
26

27 ...  
28



1           **IT IS FURTHER ORDERED** that, in lieu of posting a bond, Plaintiff, Aaron  
2 Romano, shall deposit into Defendant’s counsel’s IOLTA Trust account the sum of  
3 \$7,378.50 within five days of Notice of Entry of “STIPULATION AND ORDER RE:  
4 STAY OF ORDER ENTERED ON JUNE 19, 2020 REGARDING ORDER  
5 AWARDING ATTORNEY’S FEES AND COST.”

7           **IT IS FURTHER ORDERED** that Defendant, Tracy Romano, and her  
8 attorneys of record Edward Kainen, Esq., Andrew L. Kynaston, Esq. and any and all  
9 employees of Kainen Law Group shall not withdraw any monies held in the IOLTA  
10 Trust Account consistent with this Stipulation and Order absent a written stipulation  
11 between the parties or an order of the Court.  
12

13           **DATED** this \_\_\_ day of \_\_\_\_\_, 2020.

Dated this 25th day of July, 2020


*Rebecca L. Burton*

**DISTRICT COURT JUDGE**

**1A9 8D6 6AF2 B601  
Rebecca L. Burton  
District Court Judge**

19 Submitted by:

20 THRONE & HAUSER

21  
22   
23 \_\_\_\_\_

24 **Dawn R. Throne, Esq.**  
25 Nevada Bar No. 006145  
26 1070 W. Horizon Ridge Pkwy, Ste. 100  
27 Henderson, Nevada 89012  
28 702-800-3580  
Attorney for Plaintiff

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**CSERV**

DISTRICT COURT  
CLARK COUNTY, NEVADA

Aaron Romano, Plaintiff	CASE NO: D-16-543114-D
vs.	DEPT. NO. Department C
Tracy Romano, Defendant.	

**AUTOMATED CERTIFICATE OF SERVICE**

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 7/25/2020

- |                           |                               |
|---------------------------|-------------------------------|
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