

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

AARON ROMANO,

Appellant,

vs.

TRACY ROMANO,

Respondent.

No. 81439

Electronically Filed
Aug 10 2020 01:51 p.m.

DOCKETING STATEMENT
CIVIL APPEALS
JANET A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

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

WARNING

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

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

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

Revised December 2015

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

2. Attorney filing this docketing statement:

Attorney Dawn R. Throne, Esq. Telephone 702-800-3580
Firm Throne & Hauser
Address 1070 W. Horizon Ridge Pkwy, Ste. 100
Henderson, NV 89012

Client(s) Aaron Romano

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

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

Attorney Andrew Kynaston, Esq. Telephone 702-823-4900
Firm Kainen Law Group, PLLC
Address 3303 Novat Street, Ste. 200
Las Vegas, NV 89129

Client(s) Tracy Romano

Attorney Edward Kainen Telephone 702-823-4900
Firm Kainen Law Group, PLLC
Address 3303 Novat Street, Ste. 200
Las Vegas, NV 89129

Client(s) Tracy Romano

(List additional counsel on separate sheet if necessary)

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

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

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

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

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

Aaron Romano v. Tracy Romano, 81259

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

Not Applicable

* Attorney's Fees award related to post divorce custody and child support ruling.

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

This is a post divorce dispute regarding custody and child support. A hearing was held on April 21, 2020 and Plaintiff's Motion to Confirm De Facto Primary Physical Custody Arrangement of Children was denied. The Order from that hearing was entered on May 17, 2020. That Order was appealed in Case No.81259. An Order for Attorney's Fees & Costs was entered 6/19/2020, which is the subject of this appeal.

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

a. Whether the district court erred by awarding attorney's fees and costs to Respondent as the prevailing party when the district court erred in denying Appellant's Motion to Confirm De Facto Physical Custody Arrangement of Children, to Modify Child Support, and for Attorney's Fees and Costs.

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

Aaron Romano v. Tracey Romano Supreme Court Case No. 81259

This appeal is based on attorney's fees and costs that were awarded to Respondent based on the Court's decision on the matter being appealed in Case No. 81259. If the Court erred in that ruling, the attorney's fees and costs awarded to Respondent are also erroneous.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:

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

NRAP 17(b)(10) Cases involving family law matters other than termination of parental rights or NRS Chapter 432B proceedings are presumptively assigned to the Court of Appeals. This appeal should be assigned to the Court of Appeals, along with the related Case No. 81259.

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

Was it a bench or jury trial? N/A

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

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 06/19/2020

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

17. Date written notice of entry of judgment or order was served 06/19/2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

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

(b) Date of entry of written order resolving tolling motion _____

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

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed 06/25/2020

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

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

NRAP (4)(a)(1)

SUBSTANTIVE APPEALABILITY

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

(a)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(8)</u> | |
-

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

A special order entered after final judgment.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Aaron Romano, Plaintiff
Tracy Romano, Defendant

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

Not Applicable

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

- a. Child custody- March 8, 2019 and May 17, 2020.
- b. Divorce - June 12, 2019
- c. Child support - June 12, 2019 and May 17, 2020.
- d. Attorney's fees - June 19, 2020.

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

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

VERIFICATION

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

Aaron Romano

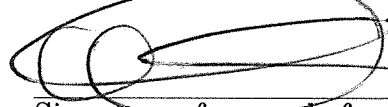
Name of appellant

8/10/2020

Date

Dawn R. Throne, Esq.

Name of counsel of record



Signature of counsel of record

Clark County, Nevada

State and county where signed

CERTIFICATE OF SERVICE

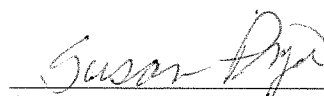
I certify that on the 10th day of August, 2020, I served a copy of this completed docketing statement upon all counsel of record:

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

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

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

Dated this 10th day of August, 2020


Signature

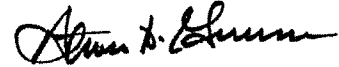
GREGORY G. GORDON, LTD.
871 Coronado Center Drive, Suite 200, Henderson, NV 89052
Telephone: (702) 363-1072- Fax: (702) 363-1084

COMP

GREGORY G. GORDON, LTD.
GREGORY G. GORDON, ESQ.
Nevada Bar No. 5334
871 Coronado Center Drive, Suite 200
Henderson, Nevada 89052
Telephone (702) 363-1072
Facsimile (702) 363-1084
Attorney for Plaintiff

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11/29/2016 08:22:19 AM

DISTRICT COURT



CLARK COUNTY, NEVADA

CLERK OF THE COURT

AARON ROMANO,

Plaintiff,

vs.

TRACY ROMANO,

Defendant.

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

COMPLAINT FOR DIVORCE

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

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

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

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

8 4. Reasonable and appropriate child support orders should be made by the Court,
9 and/or agreed upon by the parties, in accordance with Nevada law, including appropriate
10 arrangements for the maintenance of health insurance and payment of unreimbursed medical
11 expenses for the benefit of the minor child.
12

13 5. During the marriage, the parties have acquired community and/or jointly held assets.
14 The community and jointly held assets should be divided by agreement of the parties, or if no
15 agreement can be reached by the parties, in accordance with Nevada law.
16

17 6. During the marriage, the parties have acquired community and joint obligations.
18 These community and joint obligations should be divided by agreement of the parties, or if no
19 agreement can be reached by the parties, in accordance with Nevada law.
20

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

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

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

3 WHEREFORE, Plaintiff prays for judgment as follows:
4

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

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

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

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

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

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

18 GREGORY G. GORDON, LTD.
19

20 By: /s/ Gregory G. Gordon, Esq.
21 GREGORY G. GORDON, ESQ.
22 Nevada Bar #5334
23 871 Coronado Center Drive, Suite 200
24 Henderson, Nevada 89052
25 Attorney for Plaintiff
26
27
28

VERIFICATION

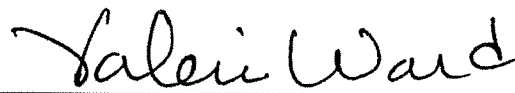
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

AARON ROMANO, being duly sworn, deposes and says:

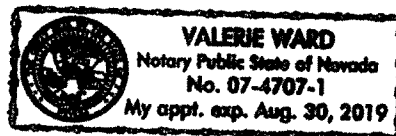
That he is the Plaintiff in the above matter; he has read the foregoing Complaint for Divorce, knows the contents therein, and the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters, he believes them to be true.

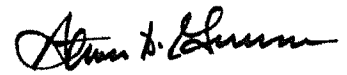

AARON ROMANO

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



NOTARY PUBLIC





CLERK OF THE COURT

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

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

Date of Hearing: NA
Time of Hearing: NA

15
16 **ANSWER TO COMPLAINT FOR DIVORCE**
17 **AND COUNTERCLAIM FOR DIVORCE**

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

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

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

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

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

COUNTERCLAIM FOR DIVORCE

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

I.

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

II.

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

III.

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

IV.

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

v.

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

1 able to provide daily care for these young children.

2 VI.

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

9 VII.

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

13 VIII.

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

21 IX.

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

24 X.

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

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

- (Parcel No. 178-20-413-043), free and clear of any mortgage thereon.
2. The real property and residence located at 766 Lanni Court, Henderson, Nevada 89012 (Parcel No. 178-28-310-058), subject to the Chase Bank mortgage and other encumbrances thereon, and including the cost of the substantial renovations and improvements made thereto.
3. Bank and investment accounts, including but not limited to:
- a) Bank of America MM Savings account ending 3431 (joint names);
 - b) Bank of America checking account ending 8595 (joint names);
 - c) Bank of America MM Savings account ending 4278 (in Plaintiff's name only);
 - d) Bank of America MM Savings account ending 5425 (joint names);
 - e) Bank of America checking account ending 5734 (held joint by Plaintiff and the parties' daughter Annie);
 - f) Bank of America checking account ending 6170 (in Plaintiff's name);
 - g) Bank of America MM Savings account ending 6690 (in name of Defendant's name initially, but Plaintiff's name was added in January 28, 2015);
 - h) Bank of America checking account ending 6768 (in name of Plaintiff and the parties' son Riley);
 - i) Bank of America checking account ending 7728 (joint names);
 - j) Bank of America checking ending 7741 (joint names);
 - k) Bank of America Money Market account in Defendant's name, holding approximately \$201,000; and
 - b) Bank of America Money Market account in Plaintiff's name, holding approximately \$300,000;
4. The following vehicles and recreational vehicles:
- a) 2011 Range Rover, owned free and clear;
 - b) 2015 Chevrolet Suburban, subject to automobile loan thereon through Wells Fargo Bank;

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

XI.

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

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

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

That Defendant shall retain her current name of Tracy Romano.

XVII.

That the parties hereto are incompatible in marriage.

WHEREFORE, Defendant prays judgment as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 29th day of December, 2016.

KAINEN LAW GROUP, PLLC

By: 

EDWARD L. KAINEN, ESQ.

Nevada Bar No. 5029

ANDREW L. KYNASTON, ESQ.

Nevada Bar No. 8147

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Defendant

VERIFICATION

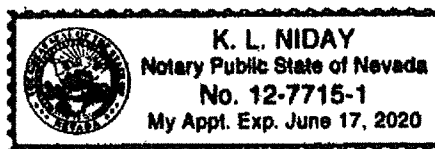
STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

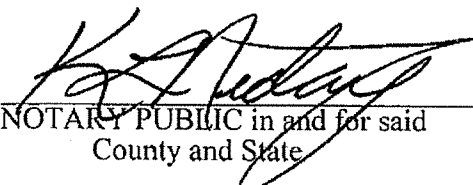
TRACY ROMANO, being first duly sworn, deposes and says:

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


TRACY ROMANO

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




NOTARY PUBLIC in and for said
County and State

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of December, 2016, I caused to be served the *Defendant's Answer to Complaint for Divorce and Counterclaim for Divorce* to all interested parties as follows:

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

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

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

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

Counsel for Plaintiff:

ggordonltd@gmail.com


An Employee of
KAINEN LAW GROUP, PLLC

Steven D. Grierson

1 **ORDR**

2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
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10 rsmith@radfordsmith.com
11 *Attorneys for Plaintiff*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 AARON ROMANO,
12 Plaintiff,

CASE NO.: D-16-543114-D

DEPT NO.: C

13 v.

FAMILY DIVISION

14 TRACY ROMANO,
15
16 Defendant.

17
18
19 **ORDER RESOLVING PARENT/CHILD ISSUES**

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

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

13 **CHILD CUSTODY**

14 **1. *Legal Custody***

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

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

3
4 1.1 Legal custody addresses the issues and matters including, but not limited to, the
5 health, education, and religious upbringing and welfare of the children.

6
7 1.2 Each parent will consult and cooperate with the other in substantial questions
8 relating to religious upbringing, educational programs; significant changes in social
9 environment, and health care of the children. All significant medical and dental decisions
10 (to include psychiatric and/or psychological issues, as well as tattoos, body piercings, and/or
11 other bodily alterations) and general welfare decisions (to include the acquisition or renewal
12 of a passport; any proposed change of name; the authorization of contracts on behalf of the
13 children, etc.) shall be made only through the advance written consent of both parents, or
14 pursuant to a court order.
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18 1.3 Each parent will have full and complete access to all medical, dental,
19 psychological/psychiatric, legal, and school records pertaining to their children and be
20 permitted to independently consult with any and all professionals involved with them.
21

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

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

8
9 1.5 Each parent will be empowered to obtain emergency health care for the children
10 without the consent of the other parent. Each parent will notify the other parent as soon as
11 reasonably possible as to any illness requiring medical attention, or any emergency involving
12 the child(ren), but in no event shall that notice be delayed longer than one (1) hour.
13
14

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

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

17
18 1.9 Each parent will provide the other parent with a travel itinerary (by address, if
19 the travel involves one or more overnights), and telephone numbers at which the children
20 can be reached whenever the child(ren) will be away from that parent's home for a period of
21 one (1) night or more, as well as the planned duration of the trip. To the extent that the
22 children will be away from either parent's home for a period of one (1) night or more without
23 either parent, each parent shall be provided the name, address, and phone number of the
24 person that the children are visiting. The parents further warrant and agree that the children
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1 will not be permitted to have sleepovers outside each party's respective home for any child
2 under the age of eight (8) unless mutually agreed to by the parties.
3

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

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

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

22 1.13 The parents agree that all forms of communication are acceptable to
23 communicate with the minor children including, but not limited to email, text, and
24 phone/verbal. If a parent emails the other parent an email reply is expected within a
25 reasonable amount of time relative to the conversation.
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1 1.14 The parents agree that the children's church membership records, at least for
2 the five youngest children, shall remain in TRACY's Church of Jesus Christ of Latter-Day
3 Saints ward, unless otherwise mutually agreed by the parents or the child is permitted to
4 exercise teenage discretion. In order for the parties' four youngest children to maintain
5 continuity of church attendance and Primary, they shall attend church with Tracy each
6 Sunday. However, Aaron shall have the right to take the children to his ward no less than
7 once a month, not to exceed twice a month. Aaron shall provide notice to Tracy no less than
8 twenty-four hours in advance of his intent to take the children to church. The parties further
9 agree that should Aaron attend Tracy's ward with the children, the parties shall maintain a
10 respectful distance from each other unless upon mutual agreement to sit together.

15 ***2. Physical Custody***

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

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

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

10
11 2.3 With regard to Julian (age 17), he shall be permitted teenage discretion with
12 regard to his custodial schedule. The parties agree that Julian, in exercising his teenage
13 discretion, may elect to spend the majority of his overnights in AARON’s residence. Julian
14 shall be in Tracy’s care every Tuesday and Thursday afternoon from 3:00 p.m. to 8:00 p.m.,
15 unless otherwise mutually agreed by the parties. AARON shall continue to encourage Julian
16 to have regular and frequent contacts with TRACY in the exercise of his teenage discretion.
17

18
19 2.4 With regard to Mirabella (age 13), Mirabella shall spend every day after school
20 during the school week with TRACY until 4:30 p.m. Mirabella shall then be in AARON’s
21 care consistent with section 2.7 below and shall have overnight custodial time with AARON
22 each weekday night and every Friday from school dismissal time through Monday morning
23 at school drop off, unless otherwise mutually agreed by the parties. Mirabella shall be
24 permitted some level of teenage discretion as to her custodial schedule, but not to the same
25 level as Julian. AARON shall encourage Mirabella to maintain frequent and regular contacts
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1 with TRACY, including overnight custodial times. The parties agree that Mirabella would
2 mutually benefit from joint participation in counseling in an effort to improve and strengthen
3 her important mother-daughter relationship with Tracy, which has been strained as a result
4 of the parties' marital problems.
5

6
7 2.5 Etienne (age 9), Etienne shall spend every day after school during the school
8 week with TRACY until 4:30 p.m. Etienne shall then be in AARON's care consistent with
9 section 2.7 below and shall have overnight custodial time with AARON each weekday night
10 and every Friday from school dismissal time through Monday morning at school drop off,
11 unless otherwise mutually agreed by the parties. AARON shall encourage Etienne to
12 maintain frequent and regular contacts with TRACY, including overnight custodial times.
13
14

15 2.6 Celeste (age 7), Celeste shall spend every day after school during the school
16 week with TRACY until 4:30 p.m. at which time she shall be in AARON's care consistent
17 with 2.7 below. Celeste shall spend overnights during the school week beginning the night
18 before school starts at 8:00 p.m. with TRACY and shall have overnight custodial time with
19 AARON each Friday from school dismissal time through Sunday evening at 8:00 p.m.,
20 unless otherwise mutually agreed by the parties.
21
22

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

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

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

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

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

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

5 2.11 The parties further agree and understand that as each child turns the age of 5,
6 Aaron will have the children every weekend, with no weekends afforded to Tracy. To
7 remedy this, the parties agree that Tracy shall be permitted at least one day during the
8 weekend, upon request, not to exceed three days per month. Likewise, Aaron has no weekly
9 overnight visitation with the children during the school year. To remedy this, the parties
10 agree Aaron shall be permitted at least one day during the week, not to exceed three days per
11 month, to spend with the children overnight and return them to school the next morning.
12 Such requests shall be made at least one (1) week in advance.
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16 2.12 Notwithstanding the foregoing time-share arrangement, the parents agree that,
17 once each child reaches the age of fifteen (15) years, such child shall have "teenage
18 discretion" with respect to the amount of time the child desires to spend with each parent,
19 with the understanding that the parents will work together to encourage frequent contact and
20 communication between each parent and the child. Thus, while the parents acknowledge the
21 foregoing time-share arrangement, the parents further acknowledge and agree that it is in the
22 best interest of each of their minor children to allow each child the right to exercise such
23 "teenage discretion" in determining the amount of time the child desires to spend with each
24 parent once that child reaches 15 years of age.
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1 2.13 It is not the parties' intention in agreeing to teenage discretion to give the
2 children absolute ability to determine their custodial schedule. Rather, the parties intend to
3 allow the children to feel comfortable in requesting and/or making adjustments to their
4 weekly schedule, from time to time, to spend additional time with either parent or at either
5 parent's home. Such adjustments shall not be prompted or initiated by either parent, but
6 shall originate with the children. Neither parent shall allow the use of teenage discretion as
7 a means of avoiding spending time with the other parent, but shall encourage the children to
8 follow the regular schedule to the extent possible.
9

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

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

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

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

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

6
7 3.5 **Memorial Day Weekend.** Memorial Day is celebrated on the last Monday in
8 May. As it is a federal holiday, there is no school on that Monday, allowing for
9 a long weekend. The weekend will be defined as beginning at 3:00 p.m. on the
10 Friday before the holiday and ending at 6:00 p.m. on the holiday. Father will
11 have the children for the Memorial Day Weekend in all odd-numbered years;
12 Mother will have the children for Memorial Day Weekend in all even-numbered
13 years.
14
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16
17 3.6 **Father's Day/Mother's Day.** Father will have the children each year on
18 Father's Day; Mother will have the children each year on Mother's Day.
19 Father's Day/Mother's Day shall begin at 5:00 p.m. on Saturday and end at 9:00
20 a.m. on Monday following the special day.
21

22 3.7 **Independence Day.** Independence Day is observed on the 4th of July every
23 year (or on the Friday proceeding or Monday following the 4th of July if said
24 holiday falls on a weekend. As it is a federal holiday, there is no school on
25 Independence Day. The holiday will be defined as beginning at 3:00 p.m. on
26 the day before the holiday is observed and ending at 9:00 a.m. on the day after
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1 the holiday. Father will have the children for Independence Day in all even-
2 numbered years; Mother will have the children for Independence Day in all
3 odd-numbered years.
4

5 3.8 **Labor Day Weekend.** Labor Day is celebrated on the first Monday in
6 September. As it is a federal holiday, there is no school on that Monday,
7 allowing for a long weekend. The weekend will be defined as beginning at 3:00
8 p.m. on the Friday before the holiday and ending at 6:00 p.m. on the holiday.
9 Father will have the children for the Labor Day Weekend in all even-numbered
10 years; Mother will have the children for Labor Day Weekend in all odd-
11 numbered years.
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15 3.9 **Halloween.** The parties agree to be flexible to allow the children to spend
16 Halloween how the children would like to. For example, some of the children
17 may choose to trick or treat with TRACY in her neighborhood and other
18 children may choose to trick or treat with AARON in his neighborhood. If the
19 schedule should become impractical on that given day, the parties shall alternate
20 the holiday yearly, with Father having the children on Halloween in odd-
21 numbered years; and Mother having the children on Halloween in even-
22 numbered years.
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26 3.10 **Thanksgiving Weekend.** The Thanksgiving holiday will be defined as
27 beginning at 3:00 p.m. on the Wednesday immediately preceding Thanksgiving
28

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

6
7 3.11 **Winter Break.** Unless either party has planned an out of town vacation as
8 permitted by and consistent with Section 3.3.14 below (which does not infer
9 with the Christmas Holiday set forth in Section 3.3.12 below) during the Winter
10 Break from school, the parties shall follow the normal custodial schedule
11 established for track breaks and summer break as more specifically set forth in
12 Section 3.2.5 above.
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15 3.12 **Christmas Holiday.** The Christmas holiday will be divided into two periods,
16 with Period One commencing at 10:00 a.m. on December 24th and continuing
17 to 3:00 p.m. on December 25th; and Period Two commencing at 3:00 p.m. on
18 December 25th and continuing until 10:00 a.m. on December 26th. Beginning
19 in 2020, in all even-numbered years, Father will have the children during Period
20 One and Mother will have the children during Period Two; and in all odd-
21 numbered years, and Mother will have the children during Period One and
22 Father will have the children during Period Two. In the event either party's
23 right to exercise Christmas holiday visitation conflicts with the other party's
24 right to exercise Winter Break visitation, the Christmas holiday schedule shall
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1 take precedence over the Winter Break schedule, but not affect the overall
2 continuity of the Winter Break schedule.
3

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

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

8
9 **4. Mutual Behavior Order:** The parties are hereby bound by the following
10 provisions regarding their behavior and communication, and they understand and
11 acknowledge that the Court may enter sanctions, including a finding of contempt, against
12 either party for a violation of any of the provisions set forth below:
13
14

15 4.1 The parties shall communicate through text, phone calls, FaceTime, email, or
16 the sharing of videos through the Marco Polo app. The parties shall not use name-calling
17 or foul language in any of their communication with each other. Their communication shall
18 be limited to issues associated with the care, support or sol of the children.
19
20

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

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

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

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

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

15 4.6 The parties are to maintain respect toward the other party's relatives and
16 friends when the children are present, and they are to advise all of their friends, relatives
17 and significant others not to disparage or criticize the other party to, or in front of the
18 children.
19
20

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

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

1 4.9 The child custody exchanges, visitation, etc. must be done in a civil, law-
2 abiding manner and at the time specified by the Court.
3

4 4.10 Neither party shall interrogate the children as to the activities or events the
5 children engage in at the other parent's residence, and each party shall respect each child's
6 privacy and relationship with the other parent. Neither party shall question the children
7 about the other parent or the activities of the other parent's personal lives. The parties shall
8 not use the children to gather information about the other parent.
9
10

11 4.11 Neither party shall do anything which shall estrange the children from the other
12 parent or impair the natural development of the children's love and respect for each of the
13 parents, or disparage the other parent or undermine the parental authority or discipline of
14 the other's household.
15
16

17 4.12 The parties shall not engage in arguments or disputes in front of the children.
18 The parties shall not engage in conversations about the children, in front of the children, if
19 such conversations include criticism of the behavior of the other parent.
20

21 4.13 Neither party shall make promises to the children as a method of discouraging
22 them from spending time with the other parent, or to harm the children's relationship with
23 the other parent.
24

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

1 4.15 The parties shall not involve the children in discussion of any arrangement that
2 alters the timeshare set forth in the then existing order.
3

4 4.16 The parties will notify each other in a timely manner of the need to deviate
5 from the Court order including canceling visits, rescheduling, and promptness.
6

7 4.17 The parties will refer to each other as the children's Mother or Father in
8 conversation, rather than using the parent's first or last name.
9

10 4.18 The parties will not bring the children into adult issues and adult conversations
11 about custody, the court, or about the other party. The parties shall not discuss the issues,
12 proceedings, pleadings, or papers on file with the Court with the children, and shall abide
13 by the provisions of **EDCR 5.301** that read:
14

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

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

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

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

24 (d) Knowingly permitting any other person to do any of the things enumerated in
25 this rule, without the written consent of the parties or the permission of the court.
26
27
28

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

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

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

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

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

19 ***5. Miscellaneous Provisions*** 20

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

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

3
4 5.2 The parties shall assert every reasonable effort to foster feelings of affection
5 and civility between themselves and the minor children recognizing that frequent and
6 continuing association and communication of both parents with a child is in furtherance of
7 the best interests and welfare of the child.
8

9
10 5.3 Pursuant to NRS 125C.0065, should either party intend to move his or her
11 residence to a place outside the State of Nevada, and take the minor children with him or
12 her, said party must, as soon as possible, and before the planned move, attempt to obtain the
13 written consent of the other party to move the minor children from the State. If the other
14 party refuses to give that consent, the party planning the move shall, before he or she leaves
15 the State with the minor children, petition the Eighth Judicial District Court of the State of
16 Nevada, in and for the County of Clark, for permission to move the children. The failure of
17 the party planning the move to comply with this provision may be considered as a factor if
18 a change of custody is requested by the other party. This provision does not apply to
19 vacations planned by either party outside the State of Nevada.
20
21
22
23

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

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

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

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

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

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

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

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

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

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

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

25 ...

26 ...

27 ...

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

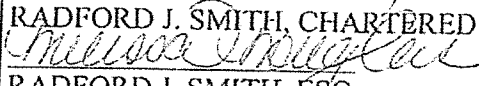
4 Good Cause appearing,

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

7
8 
9 DISTRICT JUDGE A

10
11 *Respectfully submitted:*

12 RADFORD J. SMITH, CHARTERED

13 
14 RADFORD J. SMITH, ESQ.

15 Nevada State Bar No. 002791

16 MELISSA R. DOUGLAS, ESQ.

17 Nevada State Bar No. 009545

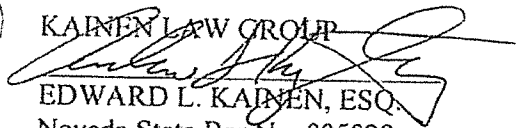
18 2470 St. Rose Parkway, Suite 206

19 Henderson, Nevada 89074

20 *Attorneys for Plaintiff*

Approved as to Form and Content:

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24 Nevada State Bar No. 005029

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28 Las Vegas, Nevada 89129

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

AARON ROMANO,

Plaintiff,

v.

TRACY ROMANO,

Defendant.

CASE NO.: D-16-543114-D

DEPT NO.: C

FAMILY DIVISION

STIPULATED DECREE OF DIVORCE

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

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

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

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

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

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

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

13 THE COURT FURTHER FINDS that the parties have entered into a confidential
14 Marital Settlement Agreement ("MSA") resolving all issues pertaining to alimony, child
15 support, the division of the community property, the allocation of the parties' separate
16 property, the allocation of the community debts, the allocation of the parties' separate debts,
17 and all other issues relating or incident to their marriage to each other. The parties ask that
18 the MSA be filed under seal with the Court ("left side filed") and be maintained in the
19 Court's confidential file.
20
21
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23 THE COURT FURTHER FINDS that the division of community property and
24 community debts contained in the MSA is, to the extent practicable, an equal division of
25 the community property and community debts as further described therein.
26
27
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1 THE COURT FURTHER FINDS that the parties aver that they have entered into this
2 agreement voluntarily and without duress.

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

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

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

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

23 IT IS HEREBY STIPULATED, ORDERED, ADJUDGED, AND DECREED that
24 the bonds of matrimony now and heretofore existing between AARON and TRACY are
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1 hereby wholly dissolved and are forever set aside, and an absolute Decree of Divorce is
2 hereby granted to the parties, and each of the parties are hereby restored to the status of a
3 single, unmarried person.
4

5 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED that
6 the MSA entered into by and between the parties on June 5, 2019, shall be, and the same
7 hereby is, ratified, confirmed, and approved by this Court. As referenced herein, by way of
8 the parties' said MSA and Parenting Agreement, the Court finds that the parties have settled
9 and resolved all issues pertaining to the support for the minor children, division of all
10 community and joint debts, the confirmation of each of their respective separate property,
11 and all other issues relating or incident to their marriage to each other.
12
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15 Therefore, pursuant to the express terms of the MSA, IT IS FURTHER
16 STIPULATED, ORDERED, ADJUDGED, AND DECREED, that, by this reference, the
17 parties' Marital Settlement Agreement shall be merged and incorporated into and become a
18 part of the Decree of Divorce to the same extent as if the MSA, in its entirety, were set forth
19 in this Decree. A copy of the parties MSA has been "left side filed" filed with the Court
20 under separate cover, and IT IS ORDERED that such MSA shall remain in the Court's file
21 as sealed, confidential document, and the same shall not be open to public inspection.
22
23
24

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

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

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

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

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

16 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED
17
18 AND DECREED that each party is required to update his or her address, by filing a change
19 of address with the court, anytime that their address information changes, to ensure future
20 receipt of notice in this action.
21
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1 IT IS FURTHER STIPULATED AND THEREFORE ORDERED, ADJUDGED
2 AND DECREED that the Agreement as outlined herein is binding and enforceable pursuant
3 to EDCR 7.50 which states in relevant part –
4

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

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

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


18 DATED this 17th day of June 2019.

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DISTRICT COURT JUDGE A

Respectfully Submitted:

RADFORD J. SMITH, CHARTERED


RADFORD J. SMITH, ESQ.

Nevada Bar No. 002791

KIMBERLY A. STUTZMAN, ESQ.

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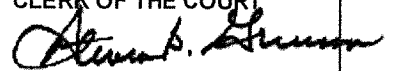
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Nevada Bar No. 007738
4 **THRONE & HAUSER**
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Henderson, Nevada 89012
6 (702) 800-3580
7 (702) 800-3581 Facsimile
email: dawn@thronehauser.com
8 Attorney for Plaintiff

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.**

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 17th day of May, 2020, by
24 filing a copy with the Clerk.

25 ...

26 ...

27 ...

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

3 DATED this 21st day of May, 2020.

4 THRONE & HAUSER

5
6 /s/ Dawn R Throne

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

8 Nevada Bar No. 006145

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

10 Nevada Bar No. 007738

11 1070 W. Horizon Ridge Pkwy., Suite 100

12 Henderson, Nevada 89012

13 (702) 800-3580

14 Attorney for Plaintiff

15 **CERTIFICATE OF SERVICE**

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

19 KAINEN LAW GROUP

20 Andrew Kynaston, Esq.

21 Service@kainenlawgroup.com

22 andrew@kainenlawgroup.com

23 carol@kainenlawgroup.com

24 Attorney for Defendant

25 DATED this 21st day of May, 2020.

26 /s/ Igor Makarov

27 an employee of THRONE & HAUSER

Steven D. Grierson

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
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9 Service@KainenLawGroup.com
10 Attorney for Defendant

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

13 AARON ROMANO,

14 Plaintiff,

15 vs.

16 TRACY ROMANO,

17 Defendant.

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

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

18 **ORDER FROM HEARING ON APRIL 21st, 2020**

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

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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 ...

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

4 DATED this 15th day of May, 2020.

5
6 *Rebecca Burton*
7 DISTRICT COURT JUDGE

8 Submitted by:

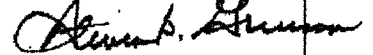
9 KAINEN LAW GROUP, PLLC

Approved as to Form and Content:

THRONE & HAUSER

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

17
18 By: *Dawn R. Throne* 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
24
25
26
27
28



NEO

DISTRICT COURT
CLARK COUNTY, NEVADA

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

NEO:

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

☒ I provided the foregoing NOTICE OF ENTRY OF ORDER to:

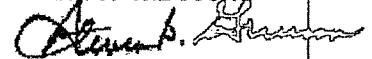
Dawn R. Throne, Esq.
dawn@thronehauser.com

Edward Kainen, Esq.
service@kainenlawgroup.com

/s/ Lourdes Child

Lourdes Child

Judicial Executive Assistant
Department C



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 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
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.

///
///

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 *Countermotions*.

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

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

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

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.

15 

16 REBECCA L. BURTON
17 DISTRICT COURT JUDGE
18 DEPARTMENT C
19
20
21