

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

ERICH M. MARTIN,

Appellant,

vs.

RAINA L. MARTIN,

Respondent.

Electronically Filed
SC NO: 1071021104:03 p.m.
DC NO: Elizabeth A. Brown
Clerk of Supreme Court

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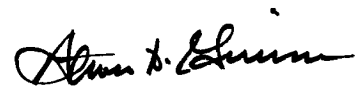
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CLERK OF THE COURT

COMP

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DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN,
Plaintiff,

v.

RAINA L. MARTIN,
Defendant.

CASE NO.: D- 15 - 509045 - D

DEPT. NO.: C

COMPLAINT FOR DIVORCE

COMES NOW Plaintiff Erich M. Martin, by and through his counsel of record, Jason Naimi, Esq., of the Standish Naimi Law Group, as and for a Complaint for Divorce against Defendant, and alleges as follows:

1. That Defendant, for a period of more than six (6) weeks immediately preceding the commencement of this action, has been and now is an actual, bona fide resident and domiciliary of the State of Nevada, County of Clark, has been actually physically and corporeally present and domiciled in Nevada for more than six (6) weeks immediately prior to the commencement of this action, and has had and still has the intent to make the State of Nevada her home, residence and domicile for an indefinite period of time.

2. That Plaintiff and Defendant were duly and legally married on or about the 1st day of April, 2002 in the County of Cumberland, State of North Carolina and have been and still are husband and wife.

3. That there is one (1) minor child who is the issue of this marriage, to wit: Nathan L. Martin, born August 24th, 2010. To the best of Plaintiff's knowledge, Defendant is not pregnant at this time. No children were adopted during this marriage by Plaintiff and/or Defendant.

4. That the State of Nevada is the home state of the subject minor child.

5. That Plaintiff and Defendant are fit and proper persons to be awarded joint legal custody of the minor child.

6. That Defendant is a fit and proper person to be designated as primary physical custodian of the minor child: Nathan L. Martin, born August 24th, 2010, subject to Plaintiff's reasonable right to visitation. This schedule is in the best interest of the child.

7. That the parties should be referred to FMC to formulate a visitation plan, including holidays.

8. That Plaintiff is able bodied and capable of paying child support for the minor child born as issue of this marriage, in an amount commensurate with NRS 125B.070 and NRS 125B.080, which sets forth that support for one minor child shall equal eighteen percent (18%) of Defendant's gross monthly income, which is a reasonable amount of support and maintenance of said minor child.

9. That Plaintiff shall maintain medical, optical and dental insurance for the minor child until said child reaches the age of majority, marries, or becomes otherwise emancipated, with any premium being paid equally by both parties.

...

...

1 10. The parties shall share equally all uninsured medical expenses of the minor child.
2 Medical expenses shall include, but are not limited to, counseling, eye exams, eye glasses and medical
3 and/or dental treatment. Reimbursement shall be made pursuant to the 30/30 rule for expenses. The
4 parent who paid for the expenses shall provide the other parent a copy of the receipt of payment
5 within thirty (30) days of payment. The other parent shall reimburse one-half of the expenses with
6 thirty (30) days of receiving notice.
7

8 11. That there are community assets of the parties, the exact amounts and descriptions of
9 which are unknown to Plaintiff at this time, and Plaintiff prays leave of Court to amend this Complaint
10 to insert the same when they have become know to him or at the time of trial in this matter; that this
11 Court should make a fair and equitable division of all community assets of the parties.
12

13 12. That there are community debts of the parties, the exact amounts and descriptions of
14 which are unknown to Plaintiff at this time, and Plaintiff prays leave of Court to amend this Complaint
15 to insert the same when they have become know to him or at the time of trial in this matter; that this
16 Court should make a fair and equitable division of all community debts of the parties.
17

18 13. That in the event the Defendant has taken sole control of the community assets,
19 community bank accounts, community business and other community funds in order to conceal or
20 hide these funds to avoid an equitable distribution of the community assets, the Defendant should
21 provide a full and complete accounting of all community assets, investments and funds along with
22 bank account statements to compensate Plaintiff for any loss of these community funds.
23

24 14. That in the event the Defendant has or will engage in acts individually or together with
25 others that may constitute material waste of community assets, the Defendant should provide a full
26 and complete accounting of all community assets, investments and funds along with bank account
27 statements to compensate Plaintiff for any loss of these community funds.
28

15. That, should any claim, action and/or proceeding be brought seeking to hold the other party liable on account of any debt, obligation, liability, act, or omission assumed by that party, he or she will, at his or her sole expense, defend the other against any such claim or demand and that he or she will indemnify, defend, and hold harmless the other party.

16. That Defendant be admonished and enjoined from breaching the Joint Preliminary Injunction on file in this matter and be prevented from depleting the community assets.

17. That neither party should be awarded spousal support.

18. That Defendant should maintain her current name of Raina L. Martin or return to her former name as her full legal name upon entering a Decree of Divorce.

19. That Plaintiff has been required to retain the services of the Standish Naimi Law Group to prosecute this action and should be awarded his reasonable costs, expenses and attorney's fees incurred herein.

20. That during the course of said marriage, the tastes, mental disposition, views, likes and dislikes of Plaintiff and Defendant have become so widely divergent that the parties have become incompatible in marriage to such an extent that it is impossible for them to live together as husband and wife and the incompatibility between Plaintiff and Defendant is so great that there is no possibility of reconciliation between them.

WHEREFORE, Plaintiff prays for a Judgment as follows:

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

2. That the Court grant the relief requested in this Complaint; and

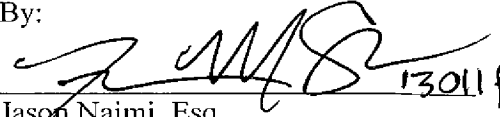
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...

1 3. For such other relief as the Court finds to be just and proper.

2 DATED this 2 day of February, 2015.

3 By:

4  13011 for

5 Jason Naimi, Esq.
6 Nevada State Bar No. 009441
7 Standish Naimi Law Group
8 A Professional Limited Liability Company
9 1635 Village Center Circle, Suite 180
10 Las Vegas, NV 89134
11 Tel: (702) 998-9344
12 Fax: (702) 998-7460
13 Email: jason@standishnaimi.com
14 Attorney for Plaintiff

VERIFICATION

STATE OF WYOMING)
)
COUNTY OF ALBANY) ss:

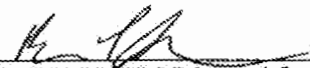
Erich M. Martin, under penalties of perjury, being first duly sworn, deposes and says:

That he is the Plaintiff in the above-entitled action; that he has read the foregoing Complaint and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

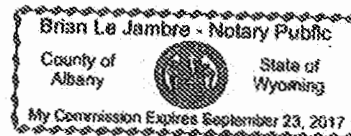
DATED this 02nd day of February, 2015.


Erich M. Martin

SUBSCRIBED and SWORN to before
me this 2nd day of February, 2015.



NOTARY PUBLIC in and for said
County and State

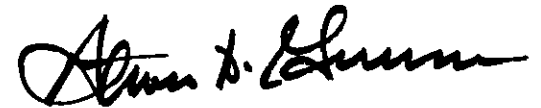


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CLERK OF THE COURT

JPI
Jason Naimi, Esq.
Nevada Bar No. 9441
jason@standishnaimi.com
Standish Naimi Law Group
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
Tele: (702) 998-9344
Fax: (702) 998-7460
Attorneys for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN,

Plaintiff,

v.

RAINA L. MARTIN,

Defendant.

CASE NO.: D-15-509045-D

DEPT. NO.: C

JOINT PRELIMINARY INJUNCTION
(DOMESTIC)

NOTICE! THIS INJUNCTION IS EFFECTIVE UPON THE PARTY REQUESTING SAME WHEN ISSUED AND AGAINST THE OTHER PARTY WHEN SERVED. THIS INJUNCTION SHALL REMAIN IN EFFECT FROM THE TIME OF ITS ISSUANCE UNTIL TRIAL OR UNTIL DISSOLVED OR MODIFIED BY THE COURT. DISOBEDIENCE OF THIS INJUNCTION IS PUNISHABLE BY CONTEMPT.

TO: Plaintiff and Defendant:


YOU, AND ANY OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR A PERSON IN ACTIVE CONCERT OR PARTICIPATION WITH YOU ARE HEREBY PROHIBITED AND RESTRAINED FROM:

1. Transferring, encumbering, concealing, selling or otherwise disposing of any of the joint, common or community property of the parties or any property which is the subject of a claim of community interest, except in the usual course of business or for the necessities of life, without the written consent of the parties or the permission of the court.

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or battery on the person of the other party or any child, step-child or any other relative of the parties.
3. Removing any child of the parties then residing in the State of Nevada with intent or effect to deprive the court of jurisdiction as to the child without the prior written consent of all parties or the permission of the court.

Submitted by:


Jason Naimi, Esq.
1635 Village Center Circle, Ste. 180
Las Vegas, Nevada 89134
Tel: (702) 998-9344
Fax: (702) 998-7460

STEVEN D. GRIERSON
CLERK OF COURT

By: 

Deputy Clerk

Date

Family Court and Service Center

601 N. Pecos Road

Las Vegas, NV 89101

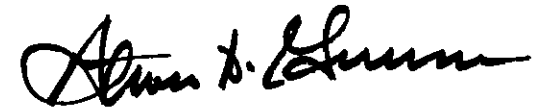


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CLERK OF THE COURT

SUMM
Jason Naimi, Esq.
Nevada Bar No. 9441
jason@standishnaimi.com
Standish Naimi Law Group
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
Tele: (702) 998-9344
Fax: (702) 998-7460
Attorneys for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN,

Plaintiff,

v.

RAINA L. MARTIN,

Defendant.

CASE NO.: D-15-509045-D

DEPT. NO.: C

SUMMONS – DOMESTIC

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

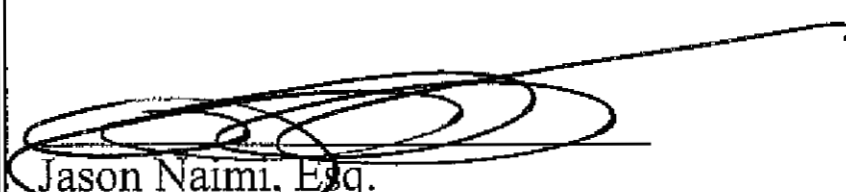
a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

b. Serve a copy of your response upon the attorney whose name and address is shown below.

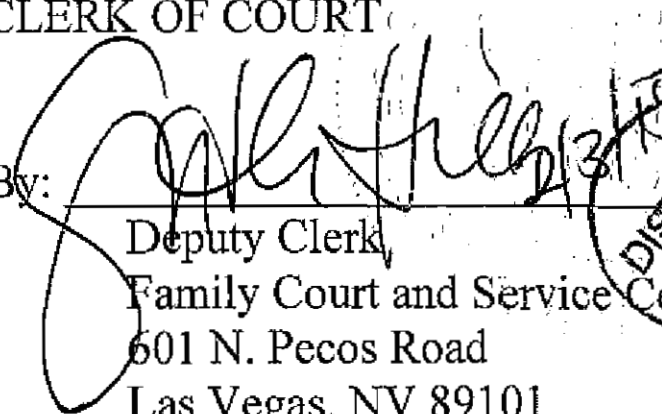
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment by default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:


Jason Naimi, Esq.
1635 Village Center Circle, Ste. 180
Las Vegas, Nevada 89134
Tel: (702) 998-9344
Fax: (702) 998-7460

STEVEN D. GRIERSON
CLERK OF COURT

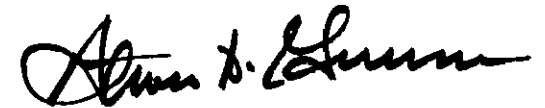
By:


Deputy Clerk
Family Court and Service Center
601 N. Pecos Road
Las Vegas, NV 89101



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CLERK OF THE COURT

NOTA
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
BROOKS HUBLEY, LLP
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Tel: (702) 851-1191
Fax: (702) 851-1198
rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN

Plaintiff,

vs.

RAINA L. MARTIN,

Defendant.


Case No.: D-15-509045-D
Dept No.: C

NOTICE OF APPEARANCE

Ramir M. Hernandez, Esq. of the law firm of Brooks Hubley, LLP hereby enters his appearance in the above-captioned action as counsel of record for Defendant, RAINA L. MARTIN. Accordingly, all further pleadings, notices and correspondence should be served upon Defendant via her attorney, Ramir M. Hernandez, Esq.

DATED this 13th day of February, 2014.

BROOKS HUBLEY, LLP

By: 

Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorney for Defendant

CERTIFICATE OF SERVICE

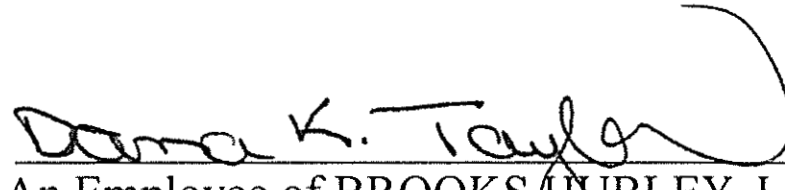
I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Hubley, LLP, 1645 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail, the *Notice of Appearance* on the following parties and those parties listed on the Court's Master List in said action:

Jason Naimi, Esq.
Standish Naimi Law Group
jason@standishnaimi.com

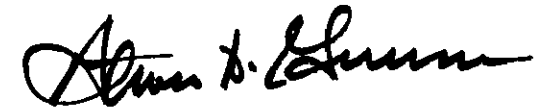
Attorney for Plaintiff

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 13th day of February 2015, at Las Vegas, Nevada.


An Employee of BROOKS HUBLEY, LLP

5

5



CLERK OF THE COURT

1 **ACSR**
2 Jason Naimi, Esq.
3 Nevada Bar No. 9441
4 jason@standishnaimi.com
5 Francesca M. Resch, Esq.
6 Nevada Bar No. 13011
7 francesca@standishnaimi.com
8 Standish Naimi Law Group
9 1635 Village Center Circle, Suite 180
10 Las Vegas, Nevada 89134
11 Tele: (702) 998-9344
12 Fax: (702) 998-7460
13 *Attorneys for Plaintiff*

8 **DISTRICT COURT, FAMILY DIVISION**

9 **CLARK COUNTY, NEVADA**

10 ERICH M. MARTIN,
11 Plaintiff,
12 v.
13 RAINA L. MARTIN,
14 Defendant.

CASE NO.: D-15-509045-D

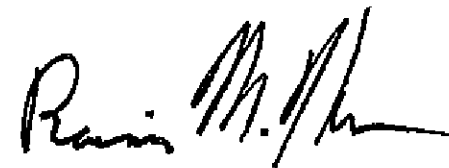
DEPT. NO.: C

15 **ACCEPTANCE OF SERVICE**

16 I, RAMIR M. HERNANDEZ, ESQ., counsel for Defendant, RAINA L. MARTIN, hereby
17 accept service of the following documentation on behalf of said Defendant:
18

- 19 - Plaintiff's Complaint for Divorce;
20 - Summons; and
21 - Joint Preliminary Injunction.

22 DATED this 17th day of February, 2015.



24 Ramir M. Hernandez, Esq.
25 Nevada Bar No. 13146
26 BROOKS HUBLEY, LLP
27 1645 Village Center Circle, Ste. 200
28 Las Vegas, NV 89134
(702) 851-1191 Phone
(702) 851-1198 Fax
rhernandez@brookshubley.com
Attorney for Defendant

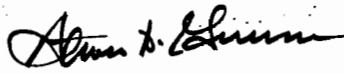
STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

6

6

MISC

Name: RAMIRO M. HERNANDEZ
Address: BROOKS HUBLEY, LLP
11045 VILLAGE CENTER CIRCLE, STE 200
Phone: 702-851-1191
Email: RHERNANDEZ@BROOKSHUBLEY.COM
Attorney for DEFENDANT
Nevada State Bar No. B144


CLERK OF THE COURT

Eighth Judicial District Court
Clark County, Nevada

<u>ERICH M. MARTIN</u> Plaintiff, vs. <u>RAINA L. MARTIN</u> Defendant.	Case No. <u>D-15-509045-D</u> Dept. <u>C</u>
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Raina Lynn Martin
2. How old are you? 33 3. What is your date of birth? March 25, 1981
4. What is your highest level of education? College / Current Student

B. Employment Information:

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

☒ No

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

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

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

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

Prior Employer: US ARMY Date of Hire: Dec. 2009 Date of Termination: Aug. 2010
Reason for Leaving: Birth of my son

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 8, my gross year to date pay is 8.

B. Determine your Gross Monthly Income.

Hourly Wage

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

Annual Salary

	÷	12 Months	=	
Annual Income				Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support	Monthly	\$2,000.00 ^{1,000}	Jan 2015
Child Support	Monthly	\$1,500.00	
Workman's Compensation			
Other:			
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B and C above)	\$3,500.00
--	------------

D. Monthly Deductions

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

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

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

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

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

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	\$ 100. ⁰⁰	X		
Car Loan/Lease Payment	\$ 350. ⁰⁰	X		
Cell Phone	\$ 120. ⁰⁰	X		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	\$ 150. ⁰⁰	X		
Credit Card Payments (minimum due)	\$ 200. ⁰⁰	X		
Dry Cleaning				
Electric	\$ 400. ⁰⁰	X		
Food (groceries & restaurants)	\$ 400. ⁰⁰	X		
Fuel	\$ 300. ⁰⁰	X		
Gas (for home)	\$ 50. ⁰⁰	X		
Health Insurance (not deducted from pay)				
HOA	\$ 55. ⁰⁰	X		
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	\$ 60. ⁰⁰	X		
Lawn Care				
Membership Fees	\$ 31. ⁰⁰	X		
Mortgage/Rent/Lease	\$ 1,480. ⁰⁰	X		
Pest Control				
Pets	\$ 100. ⁰⁰	X		
Pool Service	\$ 100. ⁰⁰	X		
Property Taxes (if not included in mortgage)				
Security				
Sewer	\$ 50. ⁰⁰	X		
Student Loans ⁴ Next Year				
Unreimbursed Medical Expense	\$ 50. ⁰⁰	X		
Water	\$ 50. ⁰⁰	X		
Other: Daycare	\$ 1000. ⁰⁰	X		
Total Monthly Expenses	\$ 5,046			

Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Nattha Martin	8/24/10	Raina Martin	Yes	No
2 nd					
3 rd					
4 th					

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care	\$ 1,000. ⁰⁰			
Clothing	\$ 100. ⁰⁰			
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	\$ 20. ⁰⁰			
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	\$ 50. ⁰⁰			
Vehicle				
Other:				
Total Monthly Expenses	\$ 1,170.⁰⁰			

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

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Anthony Bricker	41		\$ 1,500. ⁰⁰

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Auto Loan	\$ 30K	-	\$ 27K	=	\$ 3K	Raina Martin
2.	Home Loan	\$ 250K	-	\$ 250K	=	\$ 0	Both
3.	Boat	\$ 5K	-	\$ 0	=	\$ 5K	Erin Martin
4.		\$	-	\$	=	\$	
5.		\$	-	\$	=	\$	
6.		\$	-	\$	=	\$	
7.		\$	-	\$	=	\$	
8.		\$	-	\$	=	\$	
9.		\$	-	\$	=	\$	
10.		\$	-	\$	=	\$	
11.		\$	-	\$	=	\$	
12.		\$	-	\$	=	\$	
13.		\$	-	\$	=	\$	
14.		\$	-	\$	=	\$	
15.		\$	-	\$	=	\$	
Total Value of Assets (add lines 1-15)		\$ 285K	-	\$ 277K	=	\$ 8K	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Amazon	\$ 3,500. ⁰⁰	Raina Martin
2.	Mastercard	\$ 1,500. ⁰⁰	Raina Martin
3.	Visa	\$ 518.10	Raina Martin
4.	Chase Visa	\$ 4,500. ⁰⁰	Raina Martin
5.	School Loan	\$ 8,000. ⁰⁰	Raina Martin
6.	USAA MLC	\$ 3,000	
Total Unsecured Debt (add lines 1-6)		\$26,018.10	

CERTIFICATION

Attorney Information: Complete the following sentences:

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

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

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

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

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

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

Rami Hernandez
Signature

2/24/15
Date

CERTIFICATE OF SERVICE

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

That on (date) 2-25-15, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

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

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

Jason Naimi, Esq.
Standish Naimi Law Group
jason@standishnaimi.com

Attorney for Plaintiff

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

herein to: _____

Executed on the 25 day of FEBRUARY, 2015.

Dona K. Taylor, Paralegal
Signature

7

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AACC
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
ghubley@brookshubley.com
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
rhernandez@brookshubley.com
BROOKS HUBLEY, LLP
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Tel: (702) 851-1191
Fax: (702) 851-1198
Attorneys for Defendant, Raina L. Martin

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CLERK OF THE COURT

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN,

Plaintiff/Counterdefendant,

vs.

RAINA L. MARTIN,

Defendant/Counterclaimant.

Case No.: D-15-509045-D
Dept No.: C

ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM

Defendant, RAINA L. MARTIN, by and through her attorneys, Gregg A. Hubley, Esq., and Ramir M. Hernandez, Esq., of Brooks Hubley, LLP, for her answer to the Complaint on file herein, admits, denies, and alleges as follows:

I.

Answering Paragraphs 1, 2, 3, 4, 5, 6, 7, 10, 18, and 20 of Plaintiff's Complaint on file herein, Defendant admits each and every allegation contained therein.

II.

Answering Paragraphs 13, 14, and 16 of Plaintiff's Complaint on file herein, Defendant admits to the extent that Plaintiff be subject to the same provisions, otherwise Defendant denies each and every allegation contained therein.

III.

Answering Paragraphs 8, 9, 15, 17, and 19 of Plaintiff's Complaint on file herein, Defendant denies each and every allegation contained therein.

IV.

Answering Paragraphs 11, and 12 of Plaintiff's Complaint on file herein, Defendant is without knowledge and therefore denies each and every allegation contained therein.

WHEREFORE, Defendant prays that Plaintiff take nothing by way of his Complaint on file herein.

COUNTERCLAIM FOR DIVORCE

The Defendant/Counterclaimant, RAINA L. MARTIN, for a cause of action against Plaintiff/Counterdefendant, ERICH M. MARTIN, alleges as follows:

I.

That Defendant/Counterclaimant is now and for a period of more than six (6) weeks prior to the commencement of this action, has been an actual bona fide resident and domiciliary of the County of Clark, State of Nevada, actually, physically, corporally domiciled herein during all said periods of time, and also has the intent to indefinitely reside therein, and is a domiciliary thereof.

II.

That Plaintiff/Counterdefendant and Defendant/Counterclaimant were duly and lawfully married on 1st day of April 2002 in the County of Cumberland, State of North Carolina, and ever since said date, have been and now are husband and wife.

III.

The tastes, mental dispositions, views and likes and dislikes of Defendant/Counterclaimant and Plaintiff/Counterdefendant have become so widely separated and divergent that the parties are incompatible to such an extent that it is impossible for them to live together as husband and wife. The incompatibility between Defendant/Counterclaimant and Plaintiff/Counterdefendant is so great that there is no possibility of reconciliation between them.

IV.

There is one (1) minor child born the issue of this marriage, to wit: Nathan L. Martin, born August 24, 2010. There are no adopted children and Defendant/Counterclaimant is not pregnant.

V.

That Defendant/Counterclaimant be confirmed as primary physical custodian of the minor child, Nathan L. Martin, subject to Plaintiff/Counterdefendant's reasonable right to visitation.

VI.

That Plaintiff/Counterdefendant is able-bodied and capable of paying child support for the minor child born as issue of this marriage, in an amount commensurate with the parties' separation agreement or NRS 125B.070 and NRS 125B.080, which sets forth that support for one minor child shall equal 18% of Plaintiff/Counterdefendant's gross monthly income, which is a reasonable amount of support and maintenance of the minor child. Defendant/Counterclaimant also is requesting child support arrears in an amount to be determined by the Court. Good cause exists not to issue a wage withholding order at this time.

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VII.

That Plaintiff/Counterdefendant shall maintain medical, optical, and dental insurance for the minor child until said child reaches the age of majority, marries, or becomes otherwise emancipated, with any premiums being paid 100% solely by Plaintiff/Counterdefendant.

VIII.

That Plaintiff/Counterdefendant is able-bodied and capable of paying a reasonable sum as and for the support and maintenance of the Defendant/Counterclaimant for an amount and period of time that the Court deems to be just and equitable;

IX.

There are community debts and obligations of the parties to be adjudicated by this Honorable Court, the exact extent of which is unknown to Defendant/Counterclaimant at this time, and Defendant/Counterclaimant prays leave to amend her Counterclaim to insert the same when they have become known to her or at the time of trial in this matter.

X.

There is community and jointly owned property of the parties to be adjudicated by this Honorable Court. The full extent of the parties' property is unknown to the Defendant/Counterclaimant at this time, and Defendant/Counterclaimant prays leave to amend her Counterclaim to insert the same once it has become known to her or at the time of trial in this matter.

XI.

That it has been necessary for the Defendant/Counterclaimant to engage the services of an attorney to prosecute this action. The Defendant/Counterclaimant is without sufficient funds to pay the cost, expenses and attorney's fees to enable her to defend this action, while the Plaintiff/Counterdefendant has resources which render him well able to pay attorney's fees and costs.

1
2 WHEREFORE, Defendant/Counterclaimant prays for judgment against the
3 Plaintiff/Counterdefendant as follows:

4 1. The marriage existing between Defendant/Counterclaimant and
5 Plaintiff/Counterdefendant be dissolved and the Defendant/Counterclaimant be granted an
6 absolute Decree of Divorce with each of the parties being restored to the status of a single,
7 unmarried person;

8 2. That Defendant/Counterclaimant be confirmed as primary physical custodian of
9 the minor child, Nathan L. Martin, subject to Plaintiff/Counterdefendant's reasonable right to
10 visitation;

11 3. That this Court set Plaintiff/Counterdefendant's child support for the minor child
12 born at issue of this marriage, in an amount commensurate with the parties' separation agreement
13 or NRS 125B.070 and NRS 125B.080, which sets forth that support for one minor child shall
14 equal 18% of Plaintiff/Counterdefendant's gross monthly income, which is a reasonable amount
15 of support and maintenance of the minor child; and the Court award child support arrears to
16 Defendant/Counterclaimant;

17 4. That this Court order Plaintiff/Counterdefendant to maintain medical, optical, and
18 dental insurance for the minor child until said child reaches the age of majority, marries, or
19 becomes otherwise emancipated, with any premiums being paid 100% solely by
20 Plaintiff/Counterdefendant;

21 5. That the Court award Defendant/Counterclaimant spousal support for a period and
22 amount deemed to be just and equitable;

23 6. That the Court divide the community property in a fair and equitable manner;

24 7. That the Court divide the community divide debts and obligations in a fair and
25 equitable manner;
26
27
28

1 8. That the Plaintiff/Counterdefendant be ordered to pay attorney's fees and costs to
2 Defendant/Counterclaimant;

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

5 DATED this 25th day of February, 2015.

6
7 BROOKS HUBLEY, LLP

8 By: Ramir M. Hernandez
9 Gregg A. Hubley, Esq.
10 Nevada Bar No. 7386
11 Ramir M. Hernandez, Esq.
12 Nevada Bar No. 13146
13 1645 Village Center Circle, Suite 200
14 Las Vegas, NV 89134
15 Attorneys for Defendant
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VERIFICATION


STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

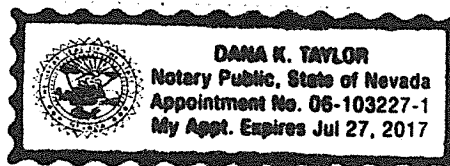
RAINA L. MARTIN, first being duly sworn, deposes and says:

That she is the Defendant/Counterclaimant in the above-entitled action; that she has read the above and foregoing **ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM** and knows the contents thereof and that the same is true of her own knowledge, except as to those matters therein stated on information and belief, and as to those matters, she believes them to be true.


RAINA L. MARTIN

SUBSCRIBED and SWORN to before me
this 25th day of February 2015.


NOTARY PUBLIC in and for
said County and State



CERTIFICATE OF SERVICE


I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Hubley, LLP, 1645 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail, the *Answer to Complaint for Divorce and Counterclaim* on the following parties and those parties listed on the Court's Master List in said action:

Jason Naimi, Esq.
Standish Naimi Law Group
jason@standishnaimi.com

Attorney for Plaintiff

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 25th day of February, 2015 at Las Vegas, Nevada.


An Employee of BROOKS HUBLEY, LLP

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ERICH M. MARTIN
Plaintiff/Petitioner

-VS-

RAINA L. MARTIN
Defendant/Respondent

CASE NO. D-15-509045-D

DEPT. C

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION FOR/OPPOSITION TO TEMPORARY VISITATION AND CHILD
SUPPORT AND SPOUSAL SUPPORT

Notice

Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)

Excluded Motions/Oppositions

- ☒ Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (Within 10 days of Decree)
Date of Last Order _____
- ☐ Request for New Trial (Within 10 days of Decree)
Date of Last Order _____
- ☐ Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.

☐ Motion/Opp IS subject to \$25.00 filing fee ☐ Motion/Opp IS NOT subject to filing fee

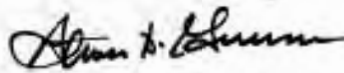
Date: FEBRUARY 25, 2015

DANA K. TAYLOR
Printed Name of Preparer

Dana K. Taylor
Signature of Preparer

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CLERK OF THE COURT

MOT
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
ghubley@brookshubley.com
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
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rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

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

ERICH M. MARTIN
Plaintiff,

vs.

RAINA L. MARTIN,
Defendant.

Case No.: D-15-509045-D
Dept No.: C

Date of Hearing: 04/01/2015
Time of Hearing: 9:00AM

**DEFENDANT'S MOTION FOR
TEMPORARY VISITATION AND CHILD
SUPPORT AND TEMPORARY SPOUSAL
SUPPORT**

**DEFENDANT'S MOTION FOR TEMPORARY VISITATION AND CHILD SUPPORT
AND TEMPORARY SPOUSAL SUPPORT**

Raina Martin ("Defendant") respectfully moves this Court to grant her temporary child support, a temporary visitation order as set forth in the instant motion, and temporary spousal support.

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1 This motion is supported by the accompanying memorandum of points and authorities, the
2 pleadings and papers already on file, and any other arguments presented to this Court at or
3 before the hearing on First Service's motion.

4 Dated: February 25, 2015

BROOKS HUBLEY, LLP

5
6 By: /s/ Ramir Hernandez
7 Gregg A. Hubley, Esq.
8 Nevada Bar No. 7386
9 Ramir M. Hernandez, Esq.
10 Nevada Bar No. 13146
11 1645 Village Center Circle, Suite 200
12 Las Vegas, NV 89134
13 Attorneys for Defendant
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1 **DEFENDANT'S MOTION FOR TEMPORARY VISITATION AND CHILD SUPPORT**
2 **AND TEMPORARY SPOUSAL SUPPORT**

3 Please take notice that Defendant Raina Martin will bring the foregoing *Defendant's Motion for*
4 *Temporary Visitation and Child Support and Temporary Spousal Support* for a hearing in

5 Department C of the above-entitled Court on the _____ day of _____, 2015, at
6 ^{04/01/2015}
9:00AM a.m./p.m, or as soon thereafter as this matter may be heard.

7 Dated: February 25, 2015

BROOKS HUBLEY, LLP

8
9 By: /s/ Ramir Hernandez
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorneys for Defendant

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MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

On April 1, 2002, the parties were married. Exhibit A, Affidavit of Raina Martin at ¶2. At the time, Plaintiff was an E2 in the 182nd Airborne Division working as a mortar man/paratrooper at Fort Bragg, NC. *Id.* He was ordered shortly after the parties married for a twelve-month deployment. *Id.* When he returned, the parties discussed how he felt and what steps to take in their lives. *Id.* Ultimately, they decided Plaintiff would test to become a Green Beret or get out of the military and find a civilian job. *Id.* Shortly thereafter, he tried out for and became a Green Beret. *Id.* The training consisted of long hours, testing, and selection courses. *Id.* It was a very stressful time. *Id.* Once he completed all his training, the parties were stationed in Fort Carson, CO. *Id.* Once there, Plaintiff deployed every six to ten months out of every year. *Id.*

In January 2008, Defendant's twenty-five-year-old brother passed away from Melanoma cancer, and her family started to fall apart. *Id.* at ¶3. During this time, Defendant was busy helping her family cope with her brother's loss, processing his death paperwork, and having his household goods sorted out. *Id.*

Around April 2008, Plaintiff left for another eight to ten month deployment to Iraq. *Id.* at ¶4. During this deployment, he had an affair with an officer. *Id.* He also went missing in action during missions and lied to his Captain about his whereabouts. *Id.*

In November/December 2008, Plaintiff sent Defendant an email informing her he wanted a divorce. *Id.* at ¶5. Plaintiff did not state it was from having an affair, even though she had asked him multiple times if that was the reason. *Id.* He simply stated that he was unhappy. *Id.*

In January 2009, Plaintiff returned from deployment, and while sitting on the couch one night, Defendant saw him open an email account that was unfamiliar to her. *Id.* at ¶6. Plaintiff told Defendant it was a work email but it was not. *Id.* When further questioned about why it was a Yahoo/Hotmail account, he continued to lie. *Id.* When Defendant asked Plaintiff to open the email, the identity of the person with whom he was

1 having an affair came out. *Id.* At the time, however, Plaintiff told Defendant she was just
2 a friend and nothing more. *Id.*

3 Around that time, Defendant's father flew into town to greet Plaintiff back from
4 his deployment. *Id.* at ¶7. Knowing that the parties were having marital issues,
5 Defendant's father asked that the parties to both attend thirty days of marriage counseling
6 before ending the marriage. *Id.* The parties both agreed and went to marriage counseling
7 for approximately ten months. *Id.* During that time, the parties discussed the
8 "emotional" affair Plaintiff was having with the woman in the email and why it
9 happened. *Id.* The parties also worked on their faults and what "went wrong" during the
10 marriage. *Id.*

11 In November 2009, the parties learned Defendant was pregnant. *Id.* at ¶8. The
12 parties were very excited to be parents and wanted to have a strong marriage and
13 foundation moving forward. *Id.*

14 In July 2010, the parties went to the doctor to get the normal testing done for the
15 birth of their son, since he was due in less than 3 weeks. *Id.* at ¶9. During that
16 appointment, the doctor informed Defendant that she was positive for streptococcus B (a
17 common bacteria that could affect the baby). *Id.* Even though this was not an STD,
18 Defendant thought that it was, and she was shocked at the news. *Id.* Plaintiff thought it
19 was an STD as well and since neither party had previous partners, his face went pale and
20 he became speechless. *Id.*

21 On the way home, Defendant asked Plaintiff to tell the the truth of his affair, and
22 when they arrived home, he informed her that he had a sexual affair with the female
23 officer for a few months while deployed. *Id.* at ¶10. Defendant was devastated. *Id.*
24 After the next couple of days, Defendant asked Plaintiff to find a way to save their
25 marriage and their child's future. *Id.* Defendant also told Plaintiff that would give him
26 one year to help save their marriage. *Id.* Because Plaintiff did not want to correct the
27 problems in their marriage, the next year was one of the hardest of Defendant's life. *Id.*

1 In August 2010, the parties' son, Nathan Lee Martin, was born. *Id.* at ¶11. He
2 was named after Defendant's brother. *Id.* At first, Plaintiff was a good father and loved
3 Nathan; unfortunately, he loved his job more. *Id.*

4 When Nathan was just three weeks old, Plaintiff took a voluntary deployment to
5 Ukraine to help further his language skills in Russian. *Id.* at ¶12. Plaintiff left Nathan
6 and Defendant at home for three to six months while he went to better his Russian
7 language skills. *Id.* Defendant had no family, no help, and was a first-time mother
8 dealing with a mess of emotion from the loss of her brother, her sister who had tried to
9 commit suicide (in March 2011), and her mother who was still barely functional. *Id.*
10 Defendant had also spent almost a year of her life in a false marriage counseling, and
11 with the knowledge that her husband of seven years had an affair on a deployment. *Id.*
12 Rather than stay at home to deal with these problems, Plaintiff never skipped a
13 deployment or an opportunity to travel with his team. *Id.*

14 Around August 2011, there had been no attempts at trying to make the parties'
15 relationship work. *Id.* at ¶13. Defendant then informed Plaintiff, she could not live like
16 that anymore. *Id.* According to her, "she was beyond unhappy." *Id.* Plaintiff, however,
17 did not accept the thought of a divorce; he became very irrational and at one point
18 threatened to "blow his brains out." *Id.* At times, he would leave the house and act as if
19 he was going to kill himself. *Id.* Defendant still loved him and did not want that either,
20 so she stayed. *Id.* In those instances, Defendant would have to call fellow team members
21 to go and get Plaintiff or ensure that he was not in danger. *Id.*

22 In October 2011, after 2 months of uncertainty, the parties decided a separation
23 was best. Defendant needed to feel like she mattered and that she was more than just an
24 "army wife." *Id.* at ¶14. Defendant also needed purpose for her son and for herself, and
25 she wanted to go back to school. *Id.* Defendant had wanted to apply to Fayetteville
26 community college back in 2004 for dental hygiene, which has always been a dream of
27 hers, but was unable to because of Plaintiff's rigorous training and the uncertainty of his
28 job. *Id.*

1 Instead, Defendant decided that she would apply to a program in Las Vegas
2 Nevada, where her family lived, and go to school to become a dental hygienist. *Id.* at
3 ¶15. The parties also signed a separation agreement. *Id.* Per the terms of the separation
4 agreement, Defendant was given sole legal and physical custody of Nathan. Exhibit B,
5 Separation Agreement Worksheet at 4. Further, the separation agreement gave
6 Defendant sole discretion as to Plaintiff's visitation with Nathan and required that the
7 visitations be supervised. *Id.* at 5-6. Per the terms of the agreement, Plaintiff was solely
8 responsible for maintaining Nathan's healthcare and would pay Defendant \$1500.00 per
9 month in child support. *Id.* at 5-6. In addition to a child support, Defendant agreed to
10 pay Defendant \$2,300.00 per month for ten years. *Id.* at 7. This spousal support
11 agreement was not negotiable. *Id.*

12 Defendant then began the process of completing pre-requirements for the program
13 and deciding out where and how she would live. Exhibit A, Affidavit of Raina Martin at
14 ¶15. In that period, the parties lived in separate rooms and took care of Nathan. *Id.*
15 During that time, Plaintiff had threatened suicide two additional times, and once
16 Defendant had to actually remove the gun from his hands. *Id.* at ¶16. Defendant knew
17 then that Nathan should not in such a fractured environment. *Id.*

18 In July 2012, Nathan and Defendant packed up and moved to Las Vegas. *Id.* at
19 ¶17. Defendant put her belongings into storage, and she stayed with her Father. *Id.* She
20 then began taking classes to complete all the requirements to apply for dental hygiene
21 school. *Id.*

22 After the move, Plaintiff would call occasionally to check in to see how Nathan
23 was doing, but he occupied his time with work, women, and liquor. *Id.* at ¶18. During
24 that time, Plaintiff was dating a Russian instructor that was not fond of Plaintiff's face
25 time with Nathan, and Defendant and Nathan did not hear from him very often. *Id.* at ¶19.
26 Plaintiff once came down to visit and was supposed to spend time with his son, but he
27 instead became enraged and intoxicated when he discovered his girlfriend was cheating
28

1 on him. *Id.* He destroyed a person's sink and had to drop Nathan off early because he
2 had to protect his truck that he had parked at the Russian instructor's house. *Id.*

3 After he stopped seeing the Russian instructor, Plaintiff received a call from a
4 nurse in Colorado Springs informing her that "your husband" was just released from the
5 "drunk tank" and was in custody of the police. *Id.* at ¶20. When Defendant later asked
6 Plaintiff about his arrest, he denied it. *Id.* To this day, Defendant is not sure if Plaintiff
7 even has a driver's license or if he is on probation. *Id.*

8 Around this time, Plaintiff was also removed from his active Special Forces team
9 and placed on an ROTC rotation at the University of Wyoming. *Id.* at ¶21. Plaintiff was
10 very absent throughout this time in Nathan's life. *Id.* When he would come to visit, he
11 would stay with Defendant's Father, but he had a tendency to leave in the middle of the
12 night to go drinking and leave Nathan there without telling anyone he had left Nathan
13 alone. *Id.* He had no regard for Nathan's safety. *Id.* During this time, Defendant was in
14 school full time and a full-time mother. *Id.* Plaintiff never asked to see Nathan other
15 than to briefly visit, and most of the time he would leave early or ask Defendant to
16 babysit because "it was too much" at times. *Id.*

17 At the end of 2014, Plaintiff took Nathan on a trip to Disneyland with his
18 girlfriend. *Id.* at ¶22. Defendant would attempt to contact Nathan every night for three
19 days, but Plaintiff ignored all of her phone calls. *Id.* Further, Plaintiff had informed
20 Defendant that they were staying at a hotel around the Buena Park, California area. *Id.*
21 Defendant later found out through Nathan that they had actually been staying at the home
22 of one of Plaintiff's girlfriend's friends. *Id.* Nathan told Defendant that he was
23 uncomfortable staying there. *Id.*

24 At this time, Defendant is not comfortable with Plaintiff taking Nathan out of Las
25 Vegas for any visitation. *Id.* at ¶23. Plaintiff has shown a pattern of irresponsibility and
26 deception when taking care of Nathan. *Id.* Therefore, Defendant ask that any visitation
27 with Nathan occur in Las Vegas until Plaintiff can demonstrate that he is a reliable
28 parent. *Id.*

II. LEGAL STANDARD

NRS 125.510 states in pertinent part that this Court may enter temporary orders regarding child custody, visitation, and child support:

1. In determining the custody of a minor child in an action brought pursuant to this chapter, the court may, except as otherwise provided in this section and chapter 130 of NRS:

(a) During the pendency of the action, at the final hearing or at any time thereafter during the minority of any of the children of the marriage, make such an order for the custody, care, education, maintenance and support of the minor children as appears in their best interest; and . . .

Regarding child support, NRS 125B.020 states, "The parents of a child (in this chapter referred to as "the child") have a duty to provide the child necessary maintenance, health care, education and support." NRS 125B.070 and NRS 125B.080 set forth the statutory guidelines regarding child support. NRS 125B.145 states this Court may review a child support determination once every three years at the request of one of the parties or if there has been a 20% change in gross monthly of one or more of the parties.

Regarding visitation, NRS 125C.010 states that any award of visitation should be stated with sufficient particularity:

1. Any order awarding a party a right of visitation of a minor child must:

(a) Define that right with sufficient particularity to ensure that the rights of the parties can be properly enforced and that the best interest of the child is achieved; and

(b) Specify that the State of Nevada or the state where the child resides within the United States of America is the habitual residence of the child.

The order must include all specific times and other terms of the right of visitation.

2. As used in this section, "sufficient particularity" means a statement of the rights in absolute terms and not by the use of the term "reasonable" or other similar term which is susceptible to different interpretations by the parties.

Regarding temporary spousal support, NRS 125.040 states, in pertinent part:

1. In any suit for divorce the court may, in its discretion, upon application by either party and notice to the other party, require either party to pay moneys necessary to assist the other party in accomplishing one or more of the following:

(a) To provide temporary maintenance for the other party

III. LEGAL ARGUMENT

A. This Court should award Defendant child support based on her having primary custody of the minor child and the terms of the separation agreement.

Per NRS 125B.070 and NRS 125.080, a party that is given primary physical custody of one (1) children is entitled to 18% of the non-custodial parent's gross monthly income or a \$100 minimum payment, whichever is greater. In this instance, Plaintiff has agreed to give Defendant primary custody of the minor child, Nathan, to Defendant. Therefore, it is proper for this Court to award temporary child support per the amounts set forth in the pertinent statutes. Moreover, this Court should provide an upward deviation per the terms of the Separation Agreement, which sets child support at \$1,500.00 per month. Thus, this Court should award Defendant \$1,500.00 per month in child support

B. Based on Plaintiff's history of instability and the terms of the separation agreement, this Court should set an order limiting Plaintiff's visitation with the minor child to the Las Vegas area.

Plaintiff's history of neglect and mental instability require that any visitation Plaintiff has with Nathan be limited in nature. Since Nathan's birth, Plaintiff has at best been a part-time parent who has shown little interest in raising his son. When Plaintiff has had visitation, he has "dumped" the child off with others, including Defendant's father, or on Defendant because Nathan was "too much" to deal with at the time. On some occasions, Defendant has left the child at the home of another adult without informing the adult present that he has left the child alone with the adult. If not demonstrating neglectful behavior, Plaintiff, as shown in the recent Disneyland trip, has disallowed communication with Defendant and the child and has deliberately lied about his whereabouts in order to cover up that he was staying at a complete stranger's home. In sum, Plaintiff has shown little interest in caring for Nathan when he has had visitation with him.

1 In addition to his neglectful care of Nathan, Plaintiff's lifestyle has indicated that he is
2 more interested in alcohol and women than he is his own son. For instance, Plaintiff chose not
3 to spend face time with his son because his girlfriend at the time was not "comfortable" with
4 those visits. On another occasion, Plaintiff appeared at Defendant's home intoxicated and
5 enraged because he had discovered that his then girlfriend was cheating on him. Add to that his
6 deliberate denial of his arrest in Colorado Springs, it is clear that Plaintiff places his personal
7 romantic needs above those of Nathan's and that he has a drinking problem that he refuses to
8 recognize. Such conduct seriously calls into question his suitability at this time to have any sort
9 of extended visitation with Nathan.

10 More seriously, Plaintiff has a pattern of suicidal behavior that raise serious concerns
11 about any extended visitation. During the marriage, Plaintiff threatened suicide multiple times
12 and Defendant had to take the gun out of Plaintiff's hands on at least one occasion. This
13 behavior is both bizarre and dangerous. Plaintiff has not demonstrated that he has taken any
14 steps to remedy this behavior, such as undergoing psychological counseling, except for self-
15 medication through alcohol abuse.

16 At this time, Plaintiff has requested that he be allowed to take the child out of state. Based
17 on Defendant's troubled history, Plaintiff taking Nathan out of state for any period of time
18 imperils Nathan's safety. Defendant wishes for Plaintiff to have visitation with his son, but she
19 asks that this Court restrict those visits to the Las Vegas area until Plaintiff has demonstrated that
20 he can act in a responsible fashion.

21 Finally, it is important to note that separation agreement provides that Defendant has sole
22 discretion as to Plaintiff's visitation with Nathan. This agreement specifically states that
23 visitation would be per "Raina's wishes" and that Plaintiff's visits would be "supervised."
24 Therefore, Plaintiff has already consented to a limited visitation schedule. This Court should
25 therefore grant Defendant's request for limited visitation.

26 ///

27 ///

28 ///

C. This Court should award Defendant temporary spousal support based on Defendant's need and the previous agreement of the parties.

This Court should award Defendant spousal support in an amount commensurate to her need and the previous arrangement of the parties. Based on Defendant's Financial Disclosure Form, it is clear that Defendant's current income of approximately \$2,500.00 per month, in addition to the \$1,500.00 she receives from the contribution from the other adult living in her home, is insufficient to meet her needs. Exhibit C, Defendant's Financial Disclosure Form at 4. Currently, Defendant earns nearly \$1,000.00 less than she needs to make her needs. At this time, Plaintiff has not disclosed his Financial Disclosure Form, so it is difficult for Defendant to calculate an amount of temporary alimony with certainty. Nonetheless, Plaintiff had previously agreed in the separation agreement to provide \$2,300.00 per month in spousal support. Along with the agreed upon child support amount of \$1,500.00, Plaintiff is to pay \$3,800.00 per month in total support. Based on Defendant's Financial Disclosure Form, however, Plaintiff has been paying only \$2,500.00 per month. If Plaintiff honored the separation agreement, Defendant's needs would be met. Notably, Plaintiff's failure to honor the terms of the agreement has caused Defendant to incur debts in order to make ends meet. *Id.* at 6. Further, Defendant is a full-time student looking to earn her degree as a dental hygienist. Because she has yet to graduate from the program, it is essential that she receive spousal support in order to finish the program. Therefore, this Court should grant Defendant's motion for spousal support in its entirety.

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IV. CONCLUSION

Based on the above, Defendant prays for the following relief:

- 1) For an order awarding Defendant temporary child support in the amount of \$1,500.00;
- 2) For an order granting Defendant temporary primary physical custody of the minor child with Plaintiff's reasonable visitation with the minor child to take place only in the Las Vegas area;
- 3) For an order granting Defendant temporary spousal support in an amount of no less than \$2,300.00;
- 4) For all other relief this Court deems just and appropriate.

Dated February 25, 2015.

BROOKS HUBLEY, LLP

By: /s/ Ramir Hernandez
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorneys for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Hubley, LLP, 1645 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail, the **DEFENDANT'S MOTION FOR TEMPORARY VISITATION AND CHILD SUPPORT AND TEMPORARY SPOUSAL SUPPORT** on the following parties and those parties listed on the Court's Master List in said action:

Jason Naimi, Esq.
Standish Naimi Law Group
jason@standishnaimi.com

Attorney for Plaintiff

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 25th day of February 2015, at Las Vegas, Nevada.


An Employee of BROOKS HUBLEY, LLP

EXHIBIT A

EXHIBIT A

AFFIDAVIT OF DEFENDANT RAINA MARTIN

STATE OF NEVADA)

: vs.

COUNTY OF CLARK)

RAINA MARTIN, having first been duly sworn, deposes and states that:

1. I am the Defendant in *Martin v. Martin*, case # D-15-509045-D.
2. On April 1, 2002, Plaintiff and I were married. He was an E2 in the 182nd Airborne Division as a mortar man/paratrooper at Fort Bragg, NC. He was ordered shortly after we were married for a 12-month deployment. When he returned, we discussed how he felt and what steps to take in our lives. Ultimately, we decided he would test to become a Green Beret or get out of the military and find a civilian job. Shortly thereafter, he tried out for and became a Green Beret. The training consisted of long hours, testing, and selection courses. It was a very stressful time. Once he completed all his training, we were stationed in Fort Carson, CO. Once there, he deployed every six to ten months out of every year.
3. In January 2008, my twenty-five-year-old brother passed away from Melanoma cancer and my family started to fall apart. During this time, I was busy helping my family cope with my brother's loss, process his death paperwork, and have his household goods sorted out.
4. Around April 2008, Plaintiff left for another eight to ten month deployment to Iraq. During this deployment, he had an affair with an officer. He also went missing in action during missions and lied to his Captain about his whereabouts.
5. In November/December 2008, Plaintiff sent me an email telling me he wanted a divorce. He never stated it was from having an affair, even though I asked him multiple times if that were the reason. He simply stated that he was unhappy.

- 1 6. In January 2009, Plaintiff returned from deployment, and while sitting on the
2 couch one night, I saw him open an email account that was unfamiliar to me.
3 He told me it was a work email but it was not. When further questioned about
4 why it was a Yahoo/Hotmail account, he continued to lie. When I asked him to
5 open it, the identity of the person with whom he was having an affair came out.
6 At the time, however, Plaintiff told me she was just a friend and nothing more.
- 7 7. Around that time, my father flew into town to greet Plaintiff back from his
8 deployment. Knowing that we were having marital issues, my father asked
9 that Plaintiff and I both attend thirty days of marriage counseling before ending
10 the marriage. We both agreed and went to marriage counseling for
11 approximately ten months. During that time, we discussed the "emotional"
12 affair Plaintiff was having with the woman in the email and why it happened.
13 We also worked on our faults and what "went wrong" during the marriage.
- 14 8. In November 2009, we found out we were pregnant. We were very excited to
15 be parents and wanted to have a strong marriage and foundation moving
16 forward.
- 17 9. In July 2010, we went to the doctor to get the normal testing done for the birth
18 of our son, since he was due in less than 3 weeks. During that appointment, the
19 doctor informed me that I was positive for streptococcus B (a common bacteria
20 but affects the baby). Even though this was not an STD, he thought that it was
21 and was shocked. Plaintiff thought it was an STD and since we had no
22 previous partners, his face went pale and he became speechless. I knew then
23 that the last year of my life was a horrible lie.
- 24 10. On the way home, I asked Plaintiff to tell me the truth of his affair, and when
25 we got home, he informed me that he had a sexual affair with the female
26 officer for a few months while deployed. I was devastated. After the next
27 couple of days, I asked him to find a way to save our marriage and our child's
28 future. I told him I would give him one year to help save our marriage.

1 Because Plaintiff did not want to correct the problems in our marriage, the next
2 year was one of the hardest of my life.

3 11. In August 2010, Nathan Lee Martin was born. We named him after my
4 brother. At first, Plaintiff was a good father and loved Nathan; unfortunately,
5 he loved his job more.

6 12. When Nathan was just three weeks old, Plaintiff took a voluntary deployment
7 to Ukraine to help further his language skills in Russian. Plaintiff left Nathan
8 and I at home for three to six months while he went to better his Russian
9 language. I had no family, no help, and was a first-time mother dealing with a
10 mess of emotion from the loss of my brother, my sister who had tried to
11 commit suicide (in March 2011), and my mother who was still barely
12 functional. I had also spent almost a year of my life in a false marriage
13 counseling, and my husband of seven years had an affair on a deployment.
14 Rather than stay at home, Plaintiff never skipped a deployment or an
15 opportunity to travel with his team.

16 13. Around August 2011, there had been no attempts at trying to make our
17 relationship work. I then informed Plaintiff, I could not live like that anymore.
18 I was beyond unhappy. Plaintiff, however, did not accept the thought of a
19 divorce; he became very irrational and at one point threatened to "blow his
20 brains out." At times, he would leave the house and act as if he was going to
21 kill himself. I still loved him and did not want that either, so I stayed. In those
22 instances, I would have to call fellow team members to go and get him or
23 ensure that he was not in danger.

24 14. In October 2011, after 2 months of uncertainty, Plaintiff and I decided a
25 separation was best. I needed to feel like I mattered and that I was more than
26 just an "army wife." I also needed purpose for my son and for myself, and I
27 wanted to go back to school. I had wanted to apply to Fayetteville community
28 college back in 2004 for dental hygiene, which has always been a dream of

mine, but was unable to because of Plaintiff's rigorous training and the uncertainty of his job.

15. Instead, I decided that I would apply in Las Vegas Nevada, where my family lived, and go to school to become a dental hygienist. Plaintiff and I also signed a separation agreement. I then began the process of getting my pre-requirements for the program and figuring out where and how I would live. During that time, Plaintiff and I lived in separate rooms and taking care of Nathan.

16. During that time, Plaintiff had threatened suicide two additional times, and once I had to actually remove the gun from his hands. I knew then that Nathan should not live in an environment like that.

17. In July 2012, Nathan and I packed up and moved to Las Vegas. We put my belongings into storage, and I stayed with my Father. I began taking classes to complete all the requirements to apply for dental hygiene school.

18. After the move, Plaintiff would call occasionally to check in to see how Nathan was doing, but he occupied his time with work, women, and liquor.

19. During that time, Plaintiff was dating a Russian instructor that was not fond of Plaintiff's face time with Nathan, and we did not hear from him very often. He once came down to visit and was supposed to spend time with his son, but he instead became enraged and intoxicated when he discovered his girlfriend was cheating on him. He destroyed a person's sink and had to drop Nathan off early because he had to protect his truck that he had parked at the Russian instructor's house.

20. After he stopped seeing the Russian instructor, I received a call from a nurse in Colorado Springs informing me that "my husband" was just released from the "drunk tank" and was in custody of the police. When I later asked Plaintiff about his arrest, he denied it. To this day, I am not sure if he even has a driver's license or if he's on probation.

21. Around this time, Plaintiff was also removed from his active Special Forces team and placed on an ROTC rotation at the University of Wyoming. Plaintiff was very absent throughout this time in Nathan's life. When he would come to visit, he would stay with my Father, but he had a tendency to leave in the middle of the night to go drinking and leave Nathan there without telling anyone he had left Nathan alone. He had no regard for Nathan's safety. During this time, I was in school full time and a full-time mother. Plaintiff never asked to see Nathan other than to briefly visit, and most of the time he would leave early or ask me to babysit because "it was too much" at times.

22. At the end of 2014, Plaintiff took Nathan on a trip to Disneyland with his girlfriend. I would attempt to contact Nathan every night for three days, but Plaintiff ignored all of my phone calls. Further, Plaintiff had informed me that they were staying at a hotel around the Buena Park, California area. I later found out through Nathan that they had actually been staying at the home of one of Plaintiff's girlfriend's friends. Nathan told me that he was uncomfortable staying there.


23. At this time, I am not comfortable with Plaintiff taking Nathan out of Las Vegas for any visitation. Plaintiff has shown a pattern of irresponsibility and deception when taking care of Nathan. Therefore, I ask that any visitation with Nathan occur in Las Vegas until such time as Plaintiff can demonstrate that he is a reliable parent.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


RAINA MARTIN

SUBSCRIBED and SWORN to before me

this 25th day of February 2015


NOTARY PUBLIC in and for said
COUNTY and STATE

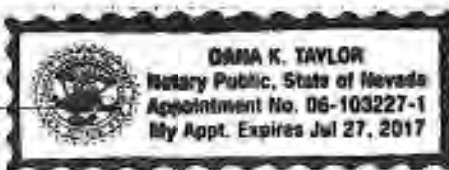


EXHIBIT B

EXHIBIT B

SEPARATION AGREEMENT WORKSHEET

COMPLETE THIS FORM IF YOU DESIRE AN ATTORNEY TO PREPARE A SEPARATION AGREEMENT

NOTE: The Legal Assistance Office will represent only one spouse. The other is encouraged to obtain advice of another attorney before signing any agreement. FREE LEGAL ADVICE IS AVAILABLE TO EACH PARTY AT DIFFERENT MILITARY LEGAL ASSISTANCE OFFICES. The agreement will be binding and lasting. No party should agree to terms he or she does not understand. Please feel free to discuss any concerns with an attorney. If you have any questions arising from the worksheet, please call the Legal Assistance Office at (706) 791-7812.

SEPARATION AGREEMENT WORKSHEET

Your legal assistance attorney will use this information to draft a Separation Agreement and/or Property Settlement. If you have questions call the Legal Assistance Office at (706) 791-7812. If a question does not apply, please indicate N/A for "not applicable." It is vital that this worksheet be completed accurately and that both spouses be in complete agreement as to all terms. Please type or print NEATLY. Use black ink and answer all sections. Any discrepancies will cause delays.

I. PERSONAL INFORMATION:

A. HUSBAND

1. Full name: Erich Matthew Martin
(First) (Middle) (Last)
2. SSN _____ Date of Birth: _____
3. Domicile is the place you consider your PERMANENT HOME. State of Husband's legal domicile: NV
4. Residence where Husband is physically living now.
Residence: 6962 Creekfront Dr.
(Number, Street, Apt.)
Fountain, CO 80817
(City, State) (Zip Code)
5. Address for official notices to the Husband if different from above:

(Number, Street, Apt.)

(City, State) (Zip Code)
6. Military status: Active ☐ ☐ ☐
a. Branch of Military Service US ARMY
b. Unit: 10th SF
c. ETS: Indef. d. Rank: E7
e. Total service time: Years 12 Months 2
7. Gross monthly income: _____
8. Telephone: Home (H) 622-1946 Work (W) 904-4784

6. WIFE

1. Full name: Raina Lynn Martin
(First) (Middle) (Last)

Maiden name: Olsen

2. SSN: _____ Date of Birth: _____

3. Domicile is the place you consider your PERMANENT HOME. State of Wife's legal domicile: NV

4. Residence where Wife is physically living now:

Residence: 6962 Creekfront Dr.
(Number, Street, Apt.)

Fountain CO 80817
(City, State) (Zip Code)

5. Address for official notices to the Wife if different from above:

(Number, Street, Apt.)

(City, State) (Zip Code)

6. Military status: N/A ☐ ☐ ☐

a. Branch of Military Service: _____

b. Unit: _____

c. ETS: _____ d. Rank: _____

e. Total service time: Years _____ Months _____

7. Gross monthly income: _____

8. Telephone: Home () _____ Work () _____

9. Is wife pregnant now? ☐ ☐

If yes, expected due date: _____

II. MARRIAGE:

A. Date of marriage: April 01, 2002

B. Place of marriage: Fayetteville NC
(City) (County) (State)

C. Total time married: Years 9 Months 6

III. SEPARATION:

A. This is the date the parties separated with the intent never to resume the marital relationship. This date has important implications regarding the accumulation of community property and community debt.

B. Date of separation: _____
(Month) (Day) (Year)

C. Is this separation to be permanent and intended to lead to a divorce? Note: Some states do not allow a separation to be entered into in contemplation of a divorce. If that is the case in your state, you should select

No.

☐

D. A reconciliation of the parties can serve to terminate a separation agreement. The alternative is to require a notarized statement to terminate a separation agreement. Do you want a reconciliation to terminate this agreement? ☐ ☐

E. Does either party currently have a Power of Attorney or other grant of authority from the other party? ☐

If YES, does the person who gave the power wish to withdraw or terminate the Power of Attorney?

☐ ☐

CAUTION: In most cases, existing Powers of Attorney should be terminated. A General Power of Attorney should be terminated. If there is a need for a continuing Power of Attorney, it should be for a specific limited purpose and for a limited period of time. If an existing Power of Attorney is to be terminated, the person granting the power should attempt to retrieve and destroy all existing copies of the Power of Attorney. If this cannot be accomplished, the party should go to the Legal Assistance Office to prepare a Revocation of Power of Attorney and mail or deliver this Revocation of Power of Attorney to all persons to whom the Power of Attorney may be presented.

LEGAL ASSISTANCE ATTORNEY'S NOTES ON ADMINISTRATIVE DATA

IV. CHILDREN:

Are there children born of or adopted during this marriage.

YES ☐

IF YES, CONTINUE. IF NO, GO TO PARAGRAPH VIII BELOW.


V. CHILD CUSTODY:

A. Child custody is either:

1. Sole Custody: The "custodial parent" has full-time custody of the child/children and shall have the final determination of issues such as education and medical decisions. The "non-custodial parent" normally receives visitation rights. One parent may have sole custody of all of the children, or the children may be split with each party having sole custody of some of the children.

2. Joint Legal Custody: One parent has primary physical custody, but both parents have an equal voice in major life decisions. The party without primary physical custody normally receives visitation rights.

3. Custody of the children of this marriage will be:

Sole Custody to Wife / Mother ^{Even} 

B. Complete the section below for each natural child born of the marriage and/or adopted during the marriage. If "Sole custody" was chosen, "Custodian" will be the party who has sole custody. If "Joint Custody" was chosen, "Custodian" will refer to the party with primary physical custody of the child.

Child's full name	Sex	Age	Date of Birth	Custodian
Nathan Lee Martin	M	1	Aug. 24, 2010	

C. Are any of the adopted children a natural child of either husband or wife? ☐

If yes, _____ is the Husband's biological child.
_____ is the Wife's biological child.

D. Provide the names of all step-children:

Step-children are the biological children of:
☐ ☐

LEGAL ASSISTANCE ATTORNEY'S NOTES ON CHILD CUSTODY

VI. CHILD VISITATION:

A. Schedule of Visitation for the Noncustodial Parent will be:

- ☒ No specific schedule of visitation rights (reasonable visitation). If this is selected, skip to paragraph C below.
☐ According to a specific schedule. If this is selected, complete the following schedule.

B. Specific visitation schedule:

1. Daily visitation (Every Tuesday & Thursday):

- ☐ No
☐ Yes

2. Weekend visitation (Alternate Weekends):

☐ ☐

3. Holiday Visitation:

- ☐ No
☐ Yes. The noncustodial parent will have the following holiday visitation rights:
☐ Split Winter School Recess
☐ Alternate Thanksgiving
☐ Split Spring vacation
☐ Mothers' Day/Fathers' Day as appropriate

4. Summer Visitation:

☐

If yes, for how many weeks? _____

5. Will the exercise of this visitation schedule be optional with the noncustodial parent?

☐

C. Do you want to provide arrangements for when the children must travel long distances to visit the noncustodial parent? This will allow them fly unaccompanied and allocates the cost of the transportation to the noncustodial parent.

☐ NO

D. Do you and your spouse want to be flexible in the visitation arrangement to accommodate the changing needs of the children and the parties?

☒ YES per Raina's wishes

Emm (RJP)

E. Do you want to detail specific conduct of the parents in regards to the best interests of the children?

4

Yes per Raina's wishes

Emm (RJP)

- ☐ No
- ☐ Yes. The following provisions will be included:
- ☐ The parents shall not make critical comments about the other parent in the presence of the children.
 - ☐ The parents will always be able to maintain reasonable contact with the children by telephone.
 - ☐ Neither party will have overnight visits by "dates" when the children are present.
 - ☐ Each party will notify the other party within _____ days before any change of address.

LEGAL ASSISTANCE ATTORNEY'S NOTES ON CHILD VISITATION

Raina will have sole custody and any visitations from Erik will be supervised

Emm
RJP

VII. CHILD SUPPORT:

Support payments, in most states, are controlled by State Child Support Standards or Guidelines. You and your attorney must review the Child Support Standards or Guidelines for your state before a final determination of the child support in this agreement. Support agreements below the minimum level may be invalidated by a court. A court may increase the obligation to the minimum level based on the income/salaries of the parties. Child support is normally paid by the non-custodial spouse. Every military member is required to support his or her lawful family members. A support obligation established in a divorce or legal separation is legal, binding, and enforceable. Any amount agreed upon by the parties in a signed separation agreement will be binding during the period of separation. Each party should talk to an attorney about how much support should be paid during the separation period.

A. Party to pay child support:

- ☒ Husband
☐ Wife

B. Child support shall be:

1. Monthly support per child:

The monthly child support to be paid each month for each child shall be: \$ 1,500.- per month for each child

Emm
RJP

2. Total monthly support for all children with the percent of that amount attributable to each child specified:

The total monthly child support payment to be paid each month for all children shall be: \$ _____ per month for all children with _____ percent allocated to each child.

3. Total monthly support for all children:

The total monthly child support payment to be paid each month for all children shall be: \$ _____ per month for all children

4. Monthly support per child until the support obligation on the first child ends and then the obligation will be recalculated:

The monthly child support to be paid each month for each child shall be: \$ _____ per month for each child until the first child is emancipated at which time the support obligation will be recalculated.

C. Schedule of child support payments:

Will begin on: Day _____ Month _____ Year _____

D. Payments are to be paid:

- ☒ Directly to the custodial parent
☐ To the custodial parent through a state Child Support Enforcement Office. The address of the child support office is:

Emm
RJP

E. Child support payment increases:

Child support payments may be increased with an escalator clause linked to the Consumer Price Index (CPI). This automatic increase will also generally provide for an additional increase when the child reaches a specified age. If an automatic adjustment provision is not included, the child support obligation can only be changed by a court order.

- ☒ Support payments are to automatically increase based on the CPI escalator with a specified increase of \$_____ when each child reaches the age of _____.
- ☐ Support payments will only be adjusted by a court order based upon:
☐ the children, or ☐
- Emm RJD*

F. College Expenses:

Do the parties want to acknowledge an obligation to assist the child(ren) with college expenses?

YES ☒

- If Yes, the acknowledgement will be by:
☒ the Husband
☐ the Wife
☐ both parties

G. Medical coverage for children:

1. Will the Military sponsor maintain medical coverage on the child(ren) until the child(ren) are no longer eligible for such coverage? *Emm*

X YES

Answer the following:

- Coverage will be:
☒ TRICARE Prime
☐ TRICARE Standard

Military sponsor will pay what percent of the following:

100 % of the annual deductible

100 % of the co-share, excess charges and uninsured medical expenses.

2. If the military sponsor leaves the military service, will he/she purchase independent medical coverage for the children?
X YES

3. Will the Military sponsor maintain/purchase the military dental coverage on the child(ren) until the child(ren) are no longer eligible for such coverage? *Emm*

X YES

Answer the following

Military sponsor will pay what percent of the following:

100 % of the annual deductible

75 % of the co-share, excess charges and uninsured dental expenses.

4. If military sponsor leaves the military service, he/she will purchase independent dental coverage for the children
X YES

H. Termination of child support payments:

Normally child support obligations end when one of the following occurs: The child dies; the child reaches a specified age (18, 19, 20, or 21) (it may be extended to age 22 as long as the child enters and continues to attend college); the child marries; or the child is otherwise emancipated. Wife and Husband can agree to extend payments, for example, to cover college expenses.

X YES

1. Support will terminate upon a child's death, marriage, emancipation, or upon the attainment of the age of 24 years by the child.
2. Will the support be continued until the child is age 22 if enrolled in college? ☐

LEGAL ASSISTANCE ATTORNEY'S NOTES ON CHILD SUPPORT

VIII. SPOUSAL SUPPORT:

Spousal support is an amount of money paid to one party for temporary support in his or her own right. It is not considered part of child support.

A. Spousal Support will be:

- ☐ Waived by both parties
- ☐ One party may seek spousal support in the future.
The party reserving the right is the:
☐ Husband
☐ Wife
- ☒ Paid by one party.
The party paying spousal support is the:
☒ Husband
☐ Wife

B. Amount and Duration:

1. Spousal support shall be \$ 2,300 per month. *Emm* (RJ)
2. Date payment begins: _____
3. Spousal support shall be paid for:
☒ A defined period for 10 yrs *Emm* (RJ)
☐ Indefinite period
☐ Until a court order terminates spousal support
4. Spousal support will also terminate upon remarriage of the party receiving support or the death of either party. The term "remarriage" can be defined to include cohabitation. Will the definition of remarriage include cohabitation?
☒ No
☐ Yes. If Yes, "Cohabitation will be defined in terms of:
☐ The party receiving spousal support's habitual cohabitation with an unrelated member of the opposite sex for _____ consecutive days.
☐ The party receiving spousal support's habitual cohabitation with an unrelated member of the opposite sex for various periods of time totaling _____ days in any _____ consecutive months

C. Renegotiation of support payments: Will the party paying spousal support be able to renegotiate this obligation upon a showing of a substantial, adverse, and involuntary change of financial circumstances?
☒ NO ☐ If Yes, and the parties cannot agree to a renegotiated spousal support obligation, will arbitration be required before they can take the issue to court? ☐

D. Tax treatment of support payments: Will the parties agree that the support payments will not be treated as a tax deduction by the paying party and as gross income to the receiving party? This provision will waive the application of normal tax law.
☐ ☒ YES

LEGAL ASSISTANCE ATTORNEY'S NOTES ON SPOUSAL SUPPORT

If Erich receives a raise or moves up rank he must increase his payments. Raina is to always receive 47% of Erich pay. *Emm* (RJ)

IX. DIVISION OF PERSONAL PROPERTY:

A. Will this agreement dispose of Community Property?

X YES

B. All personal property of the parties will be disposed of as follows:

X

It is agreed between the parties that there is no property subject to disposition by this agreement [we have already divided all our personal property] Skip to Section X

☐

It is agreed between the parties that each party shall have as their own property all of their own personal clothing, books, and effects. Skip to Section X

☐

We have already divided all our personal property except the following and it will be divided as indicated below:

Note: Do not list all items; list only big ticket (\$100.00+) items.

C. Husband will receive:

1. Automobiles: Describe the year and model of each automobile the Husband will be the sole owner of, its current value, who the current owner is, and if there is a current purchase loan on the car. If there is a loan, provide the balance due, the amount of the monthly payment and the number of remaining payments.

a.

2001 Toyota Tacoma

b.

2. Bank/Credit Union Accounts and Certificates of Deposit: For each account that the Husband will be the sole owner of, provide the type of account, institution name, account number, current owner of the account, and balance.

a.

b.

3. Stocks, Bonds, Mutual Funds: For each account that the Husband will be the sole owner of, provide a description of the property (100 shares of XYZ Corp.), the current owner(s) of the account and the basis (purchase price) of the account.

a.

b.

4. Personal property, other than personal clothing:

a.

ITEM
laptop

BRAND

HP

VALUE

b.

Bed Set

MISC

c.

d.

e.

D. Wife will receive:

1. Automobiles: Describe the year and model of each automobile the Wife will be the sole owner of, its current value, who the current owner is, and if there is a current purchase loan on the car. If there is a loan, provide the balance due, the amount of the monthly payment and the number of remaining payments.

a. 2000 Nissan Armada

b. _____

2. Bank/Credit Union Accounts and Certificates of Deposit: For each account that the Wife will be the sole owner of, provide the type of account, institution name, account number, current owner of the account, and balance.

a. 390031167 100%

b. 104212942 100%

c. 23000000514882 100%

3. Stocks, Bonds, Mutual Funds: For each account that the Wife will be the sole owner of, provide a description of the property (100 shares of XYZ Corp.), the current owner(s) of the account and the basis (purchase price) of the account.

a. 71773030 - 100%

b. 71793335 = 50% 100% 50%

2. Personal property, other than personal clothing:

	ITEM	BRAND	VALUE
a.			
b.	<u>All other</u>		
c.	<u>than described</u>		
d.	<u>in Erich's.</u>		
e.			

E. The date of distribution on the bank accounts will be _____.

LEGAL ASSISTANCE ATTORNEY'S NOTES ON PERSONAL PROPERTY

Erich will be responsible to pay Raiha 50% of
ALL retirement at the full amount of all accounts at
the day of retirement.

X. DIVISION OF REAL PROPERTY:

- A. Do you have a marital residence, land, buildings or other property affixed to land (time share)?

☒ X NO

If no, move to paragraph XI. If yes, complete below and attach a copy of the most recently recorded deed.

1. Location: _____
(No.) (street)

(City) (County) (State)

2. Provide a full legal description of the property taken from your recorded deed: _____

3. Title held now:

- ☐ Sole to Husband
☐ Sole to Wife
☐ Joint Tenants, Husband and Wife, with right of survivorship
☐ Other (describe) _____

4. Date property acquired: _____
(Day) (Month) (Year)

B. Financial obligation:

☐ ☐

1. Lender Name: _____
2. Account No.: _____
3. Purchase Price: \$ _____
4. Current amount owed: \$ _____
5. Current value: \$ _____

C. Disposition of the Property: The parties agree to:

- ☐ Transfer full title of the property to one party (Go to paragraph D below)
☐ Sell the property and split the proceeds (Go to paragraph E below)
☐ Allow one party to remain in the property and assume full responsibility for the payments for a specified period of time (Go to paragraph F below)

D. Transfer of Legal Title: (Go to paragraph G below)

- ☐ To Wife
☐ To Husband

E. Sale of marital residence: (Go to paragraph G below)

The proceeds from the sale of the property shall be:

- ☐ Divided equally
☐ Shared with _____% to the Husband and _____
to the Wife

F. Temporary Possession by one party:

1. The party remaining in the house will be the:
☐
☐
2. The party will remain in the house no longer than _____ years.
3. Will the obligation of the party remaining in the house to pay the mortgage be contingent upon receipt of spousal support?
☐ ☐
4. The party remaining in the house shall not incur any fixing up expenses, repairs, maintenance, and non-capital improvements in excess of \$_____ without the consent of the other party.
5. The party remaining in the house shall not conduct a major alteration of the property in excess of \$_____ without the express written consent of the other party.

G. Other Real Estate: Do you have any other real estate (time share)?

☐ ☐

If no, move to paragraph XI. If yes, complete below and attach a copy of the most recently recorded deed.

- LEGAL ASSISTANCE ATTORNEY'S NOTES ON REAL PROPERTY

Creditor Type of Account and Number %
 1. Personal Mastercard - 100%
 Balance owed: \$ 1000.⁰⁰
 2. Amazon Credit 50%
 Balance owed: \$ 900.⁰⁰ to pay \$400.⁰⁰
 3. Car Credit 50%
 Balance owed: \$ 5000.⁰⁰ to pay 2500.⁰⁰
 4. AMEX - 100%
 Balance owed: \$ 1000.⁰⁰

B. Who shall be responsible to pay the following debts:

- Emm
PJ
- | Creditor | Type of Account and Number |
|---------------------------------------|----------------------------|
| 1. Personal Visa | 100% |
| Balance owed: \$ 400 | |
| 2. Amazon Credit | 50% |
| Balance owed: \$ 800 to pay \$400 | |
| 3. Care Credit | |
| Balance owed: \$ 5,000 to pay \$2,500 | |
| 4. | |
| Balance owed: \$ | |

C. If a party pays a debt that they are not responsible for under this agreement, may they charge that payment against a support payment under this agreement?
☐ ☐

LEGAL ASSISTANCE ATTORNEY'S NOTES ON DEBTS

XII. LIFE INSURANCE:

- ☐ Each party is free to change life insurance policies as desired. Move to paragraph XIII
- ☒ Life insurance shall be maintained on the life of the spouse providing spouse support. Complete paragraph A below
- ☐ Life insurance shall be maintained on the life of the spouse providing child support. Complete paragraph B below

A. Life Insurance on the party paying Spouse Support:

1. Will parties paying spouse support be required to maintain all current life insurance?
☒ YES
2. Will party paying spouse support be required to purchase/maintain life insurance?
☐ No
☒ Yes. If Yes, provided the following information:
3. The face value of the insurance policy, the name of the insurance company, and policy number.
4. Will the party paying spouse support be required to:
- ☐ Transfer ownership of the life insurance policy?
 - ☐ Provide annual proof of insurance?
 - ☒ YES: Authorize the insurance company to notify beneficiary of any change to the policy?
 - ☐ Indemnify beneficiary if coverage is not provided?

B. Life Insurance on the party paying Child Support:

1. Provide the face value of the insurance policy, the name of the insurance company, and Policy Number. USA A \$500,000

2. Will the party paying child support be required to:

- ☐ Transfer ownership of the life insurance policy?
☐ Provide annual proof of insurance?
☒ Authorize the insurance company to notify beneficiary of any change to the policy?
☐ Indemnify beneficiary if coverage is not provided?

LEGAL ASSISTANCE ATTORNEY'S NOTES ON LIFE INSURANCE

XIII. MILITARY BENEFITS:

A. Medical coverage for spouse:

1. Will the Military sponsor maintain medical coverage on the spouse until the spouse is no longer eligible for such coverage?

☒ YES ☐ If Yes, answer the following

Coverage will be the same as for the children (TRICARE Prime or TRICARE Standard). If there are no minor children, coverage for the spouse will be:

YES & SAME AS CHILD

Spouse will pay what percent of the following:

100 % of the annual deductible

100 % of the co-share, excess charges and uninsured medical expenses.

2. Will the Military sponsor maintain/purchase the military dental coverage on the spouse until the spouse is no longer eligible for such coverage?

☒ YES ☐

Spouse will pay what percent of the following?

0 % of the annual deductible

0 % of the co-share, excess charges and uninsured dental expenses.

Will the military sponsor be responsible for orthodontic services for the spouse?

☐ ☐

B. Transportation:

Will the military sponsor arrange for government sponsored transportation of the non-military spouse and child/children and all their property? XND ☐

LEGAL ASSISTANCE ATTORNEY'S NOTES ON MILITARY BENEFITS

XIV, RETIREMENT BENEFITS:

Pensions (including military retired pay) are divisible as marital property or community property under state law. The portion of a pension earned during the marriage is property that may be divided and distributed between the parties under a Separation Agreement or by court order. For example, a service member who is married for all 10 years of active duty service has served one-half (1/2) the time necessary to receive a pension. The spouse would have gained an interest in one-half (1/2) that time, or one-quarter (1/4) of the service member's retired pay. Please consult your attorney for further explanation.

A. Military and Civilian Pension Rights:

Name of Plan Husband's or Wife's Account #

- ☒ Husband agrees to waive and give up all claims he may have for a part of Wife's military and/or civilian retirement income (to include IRAs)
☐ Wife agrees to waive and give up all claims she may have for a part of Husband's military and/or civilian retirement income (to include IRAs)

OR

- ☐ Husband reserves his claim for a part of Wife's military and/or civilian retirement income (to include IRAs)
☒ Wife reserves her claim for a part of Husband's military and/or civilian retirement income (to include IRAs)

OR

- ☒ Husband's military and/or civilian retirement income (to include IRAs) will be divided
☐ Wife's military and/or civilian retirement income (to include IRAs) will be divided

B. Division of Military Retired Pay:

1. How much of the marriage overlapped with military service? 9 years 6 months

2. Select which method will be used to divide military retired pay and provide the required information:

☐ Spouse to receive a specific dollar amount. This provision safeguards any subsequent Cost of Living pay increases for the retiree (unless the spouse has the order modified each time a raise is received). The specific dollar amount is \$_____ per month.

☒ Spouse to receive a specific percentage. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases. The specific percentage is 51% *Em*

☐ Spouse to receive a specific percentage based upon rank and time in service. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases, but denies the former spouse the benefit of increased pay for a member who is promoted after the divorce. The specific percentage is 50%. Disposable military retired pay will be calculated based on the military member's rank of _____ with _____ years of service.

☐ Military Retired Pay Divided Based on Formula. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases, but is used when the percent cannot be determined because the servicemember does not have a retirement date.

☐ Formula Based on Grade and Years of Service. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases, but denies the former spouse the benefit of increased pay for a member who is promoted after the divorce. It is used when percent cannot be determined because the servicemember does not have a retirement date. Disposable military retired pay will be calculated based on the military member's rank of _____ with _____ years of service.

3. Will language be included that this division shall be treated as as a qualified court order to allow for direct payment?

X YES

Em
DF

4. Will the Survivor Benefits Plan be addressed? ☒ YES ☐

Will the former spouse waive coverage by SBP, or be the beneficiary of the SBP?

☐ Waive SBP

☒ Be covered by SBP

LEGAL ASSISTANCE ATTORNEY'S NOTES ON RETIREMENT BENEFITS

XV. CLAIMS AGAINST THE ESTATE OF THE OTHER SPOUSE:

- ☐ Husband agrees that the estate of Wife will pass to the heirs of the Wife as if the Husband had died before the Wife. Husband further agrees not to contest the will of Wife. Wife agrees that the estate of Husband will pass to the heirs of the Husband as if the Wife had died before the Wife. Wife further agrees not to contest the will of Husband.

XVI. TAXES MATTERS:

A. If the dissolution is final before midnight 31 December, the parties are single and must file as such for the tax year. Otherwise the parties will file as:

- ☐ Single
☒ Married filing jointly
☐ Married filing separately

For joint filing, do the parties agree to share equally or proportionally in either a payment of deficit or refund?

AND *tionally* *100% to wife.* *Emm*

B. Dependency exemptions:

In the absence of an agreement between the parties, the general rule is that the custodial parent gets the dependency exemptions. A noncustodial parent providing child support may be entitled to dependency exemptions if a decree of divorce or written separation agreement so provide.

Does the Custodial Spouse want to waive the dependency exemption?

☐

☒ No

☐

LEGAL ASSISTANCE ATTORNEY'S NOTES ON TAXES MATTERS

XVII. COUNSEL/COURT FEES: How will the attorney's fees and court costs of any future divorce be allocated between the parties?

- ☒ The parties agree to divide equally court costs and each pay their own counsel fees.
☐ The party instituting the suit agrees to pay court costs; each party will pay their own counsel fees.
☐ A specified party will pay the court costs and a specified amount of the other party's counsel fees.

Which party will pay

- ☐ Husband
☐ Wife

What is the most that that party will pay?

§ _____

XVIII. **SOLDIERS' AND SAILORS' CIVIL RELIEF ACT:** Check if one or both parties will waive their rights under the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940.
☐ Husband ☐ Wife

XIX. **GOVERNING LAW:** The laws of which state shall be the controlling state law for any subsequent action for enforcement or interpretation of the separation agreement? _____

XX. **CONSULTATION WITH AN ATTORNEY:**

A. Husband and Wife fully understand that it is in their best interests to seek advice from separate attorneys before signing a separation agreement. (RS) EM

B. Both parties understand that they may seek the FREE advice of a military legal assistance attorney BEFORE signing a separation agreement. Although only one party will be seen at the Legal Assistance Office, legal services may be able to be arranged at another Legal Assistance office. (RS) EM

C. Husband _____
_____ (attorney's name if applicable)
_____ (attorney's phone number)

D. Wife _____
_____ (attorney's name if applicable)
_____ (attorney's phone number)

E. Does either party currently have a Power of Attorney or other grant of authority from the other party?

☒ YES ☐ NO
If YES, does the person who gave the power wish to withdraw or terminate the Power of Attorney?

☒ YES ☐ NO
CAUTION: In most cases, existing Powers of Attorney should be terminated. A General Power of Attorney should be terminated. If there is a need for a continuing Power of Attorney, it should be for a specific limited purpose and for a limited period of time. If an existing Power of Attorney is to be terminated, the person granting the power should attempt to retrieve and destroy all existing copies of the Power of Attorney. If this cannot be accomplished, the party should go to the Legal Assistance Office to prepare a Revocation of Power of Attorney and mail or deliver this Revocation of Power of Attorney to all persons to whom the Power of Attorney may be presented.

LEGAL ASSISTANCE ATTORNEY'S NOTES


Karen L. Martin

EXHIBIT C

EXHIBIT C

MISC

Name: Ramir M. Hernandez
 Address: Brooks Hubley, LLP
1045 Village Center Circle, Ste 200
 Phone: 702-851-1191
 Email: R.Hernandez@BrooksHubley.com
 Attorney for Defendant
 Nevada State Bar No. 13146

Eighth Judicial District Court
Clark County, Nevada

<u>ERICH M. MARTIN</u> Plaintiff, vs. <u>RAINA L. MARTIN</u> Defendant.	Case No. <u>D-15-509045-D</u> Dept. <u>C</u>
---	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

- What is your full name? (first, middle, last) Raina Lynn Martin
- How old are you? 33
- What is your date of birth? March 25, 1981
- What is your highest level of education? College / Current Student

B. Employment Information:

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

☒ No

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

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

- Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

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

Prior Employer: US ARMY Date of Hire: Dec. 2009 Date of Termination: Aug. 2010
 Reason for Leaving: Birth of my son

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 0 my gross year to date pay is 0

B. Determine your Gross Monthly Income.

Hourly Wage

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

Annual Salary

	÷	12 Months	=	
Annual Income				Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support	Monthly	\$2,000.00 ^{\$1,000}	Jan 2015
Child Support	Monthly	\$1,500.00	
Workman's Compensation			
Other:			
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B and C above)	\$3,500.00
--	------------

D. Monthly Deductions

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

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

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

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

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

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	\$ 100. ⁰⁰	X		
Car Loan/Lease Payment	\$ 350. ⁰⁰	X		
Cell Phone	\$ 120. ⁰⁰	X		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	\$ 150. ⁰⁰	X		
Credit Card Payments (minimum due)	\$ 200. ⁰⁰	X		
Dry Cleaning				
Electric	\$ 400. ⁰⁰	X		
Food (groceries & restaurants)	\$ 400. ⁰⁰	X		
Fuel	\$ 300. ⁰⁰	X		
Gas (for home)	\$ 50. ⁰⁰	X		
Health Insurance (not deducted from pay)				
HOA	\$ 55. ⁰⁰	X		
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	\$ 60. ⁰⁰	X		
Lawn Care				
Membership Fees	\$ 31. ⁰⁰	X		
Mortgage/Rent/Lease	\$ 1,480. ⁰⁰	X		
Pest Control				
Pets	\$ 100. ⁰⁰	X		
Pool Service	\$ 100. ⁰⁰	X		
Property Taxes (if not included in mortgage)				
Security				
Sewer	\$ 50. ⁰⁰	X		
Student Loans # Next Year				
Unreimbursed Medical Expense	\$ 50. ⁰⁰	X		
Water	\$ 50. ⁰⁰	X		
Other: Daycare	\$ 1000. ⁰⁰	X		
Total Monthly Expenses	\$ 5,046			

Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Nathra Martin	8/24/10	Raina Martin	Yes	NO
2 nd					
3 rd					
4 th					

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care	\$ 1,000. ⁰⁰			
Clothing	\$ 100. ⁰⁰			
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	\$ 20. ⁰⁰			
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	\$ 50. ⁰⁰			
Vehicle				
Other:				
Total Monthly Expenses	\$ 1,170.⁰⁰			

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

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Anthony Bricker	41		\$ 1,500. ⁰⁰

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Auto Loan	\$ 310K	- \$ 27K	= \$ 3K	Raina Martin
2.	Home Loan	\$ 250K	- \$ 250K	= \$ 0	Both
3.	Boat	\$ 5K	- \$ 0	= \$ 5K	Eric Martin
4.		\$	- \$	= \$	
5.		\$	- \$	= \$	
6.		\$	- \$	= \$	
7.		\$	- \$	= \$	
8.		\$	- \$	= \$	
9.		\$	- \$	= \$	
10.		\$	- \$	= \$	
11.		\$	- \$	= \$	
12.		\$	- \$	= \$	
13.		\$	- \$	= \$	
14.		\$	- \$	= \$	
15.		\$	- \$	= \$	
Total Value of Assets (add lines 1-15)		\$ 285K	- \$ 277K	= \$ 8K	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Amazon	\$ 3,500. ⁰⁰	Raina Martin
2.	Mastercard	\$ 1,500. ⁰⁰	Raina Martin
3.	Visa	\$ 518.10	Raina Martin
4.	Chase Visa	\$ 4,500. ⁰⁰	Raina Martin
5.	School Loan	\$ 8,000. ⁰⁰	Raina Martin
6.	USAA m/c	\$ 3,000	
Total Unsecured Debt (add lines 1-6)		\$26,018.10	

CERTIFICATION

Attorney Information: Complete the following sentences:

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

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

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

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

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

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

Rami Hernandez
Signature

2/24/15
Date

CERTIFICATE OF SERVICE

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

That on (date) 2-25-15, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

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

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

Jason Naimi, Esq.
Standish Naimi Law Group
jason@standishnaimi.com
Attorney for Plaintiff

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

herein to: _____

Executed on the 25 day of February, 2015.

Dona K. Taylor, Paralegal
Signature

Details of filing: General Financial Disclosure Form
Filed in Case Number: D-15-509045-D

E-File ID: 6694833

Lead File Size: 404897 bytes

Date Filed: 2015-02-25 17:40:52.0

Case Title: D-15-509045-D

Case Name: Erich M Martin, Plaintiff vs. Raina L Martin, Defendant.

Filing Title: General Financial Disclosure Form

Filing Type: EFS

Filer's Name: Michael R. Brooks

Filer's Email: efile@brooksbaauer.com

Account Name: Michael R. Brooks

Filing Code: FDF

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: Filing still processing. Payment not yet captured.

Comments:

Courtesy Copies:

Firm Name: Brooks Hubley LLP

Your File Number: 1457-0001

Status: Pending - (P)

Date Accepted:

Review Comments:

Reviewer:

File Stamped Copy:

Documents: Cover Document:

Lead Document: [FDF.pdf](#) 404897 bytes

Data Reference ID:

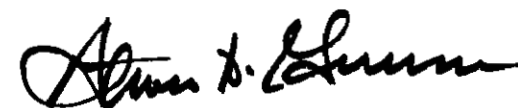
Credit Card Response: System Response: VTHCCE311307
Reference:

10

10

1 **EXMT**
2 JASON NAIMI, ESQ.
3 Nevada State Bar No. 9441
4 Email: jason@standishnaimi.com
5 FRANCESCA M RESCH, ESQ.
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13 *Attorneys for Plaintiff*

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CLERK OF THE COURT

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

ERICH M. MARTIN,
Plaintiff,

v.

RAINA L. MARTIN,
Defendant.

CASE NO.: D-15-509045

DEPT. NO.: C

EX PARTE MOTION FOR AN ORDER SHORTENING TIME

COMES NOW Francesca M. Resch, Esq., of Standish Naimi Law Group, and hereby files a Motion for an Order Shortening Time pursuant to EDCR 5.31, and requests that this Court shorten time in which to hear Plaintiff's Opposition to Defendant's Motion for Temporary Visitation and Child Support, and Temporary Spousal Support; and Countermotion for Visitation, and for Attorney's Fees and Costs.

This application is based upon the pleadings and papers on file and the affidavit of counsel attached hereto.

DATED this 2 day of March, 2015.



Francesca M. Resch, Esq.
Nevada State Bar No. 13011
STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
Telephone: (702) 998-9344
Facsimile: (702) 998-7460
Attorney for Plaintiff

AFFIDAVIT OF COUNSEL IN SUPPORT OF MOTION
FOR AN ORDER SHORTENING TIME

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

FRANCESCA M. RESCH, ESQ., first being duly sworn, deposes and says:

1. That I am an attorney licensed to practice in the State of Nevada and I am counsel for the Plaintiff, Erich Martin, in the above-referenced action; that by virtue of that fact, I have personal knowledge of the matters contained herein and am competent to testify to the same;
2. That Erich is an instructor at the University of Wyoming and his spring break is the week of March 16, 2015 through March 20, 2015.
3. That on February 20, 2015 I sent written correspondence to Defendant's counsel requesting that Plaintiff be provided visitation with the subject minor child as follows:
 - a. Erich would pick Nathan up at about 10:00 a.m. on March 16, 2015;
 - b. Erich will travel with Nathan to Buena Park, CA to spend the week visiting the Disneyland Resort; and
 - c. Erich will travel with Nathan back to Las Vegas, NV to drop Nathan off around 6:00 p.m. on March 20, 2015.
4. That until recently, Defendant has allowed Plaintiff visitation with the subject minor child upon request, so long as she was provided notice.
5. That it is pertinent that this matter be heard as soon as possible so the Court can address the visitation issue prior to Plaintiff's spring break.
6. Based on the foregoing, this Motion for an Order Shortening Time is made in good faith.

FRANCESCA M. RESCH, ESQ.

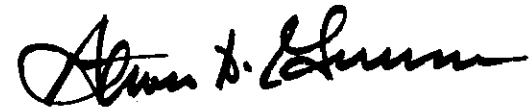
SUBSCRIBED and SWORN to before me
this 2nd day of March, 2015.

H. Jane Standish
NOTARY PUBLIC in and for said
County and State



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CLERK OF THE COURT

OPPC

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Attorneys for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN,

Plaintiff,

v.

RAINA L. MARTIN,

Defendant.

CASE NO.: D-15-509045

DEPT. NO.: C

Date of Hearing: 04/01/2015

Time of Hearing: 9:00am

Oral Argument Requested: YES

**OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY VISITATION AND
CHILD SUPPORT AND TEMPORARY SPOUSAL SUPPORT; AND
COUNTERMOTION FOR VISITATION;
AND FOR ATTORNEY'S FEES/SANCTIONS AND COSTS.**

COMES NOW Plaintiff, Erich Martin, by and through his attorney of record, Jason Naimi, Esq., of Standish Naimi Law Group, and hereby submits his Opposition to Defendant's Motion for Temporary Visitation and Child Support, and Temporary Spousal Support; and Countermotion for Visitation, and for Attorney's Fees and Costs.

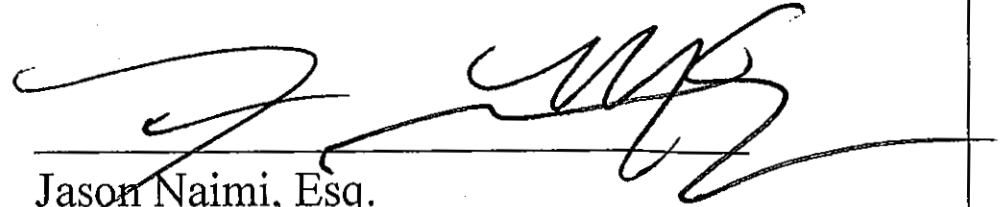
Plaintiff respectfully moves this Court to enter the following Orders:

1. For an Order denying all relief requested by Defendant;
2. For an Order providing Plaintiff with Visitation on March 16, 2015 through March 20, 2015;
3. For an Order striking "Exhibit B" of Defendant's Motion from the record;
4. For an award to Plaintiff of \$3,000.00 in attorney fees/sanctions and costs; and
5. For other relief deemed just and equitable by the court under the circumstances.

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1 This Opposition and Countermotion is made and based upon the attached Points and
2 Authorities, the Affidavit and exhibits attached hereto, all papers and pleadings on file herein, and
3 any oral argument adduced at the hearing of this matter.

4 DATED this 2 day of March, 2015.

5
6 

7 Jason Naimi, Esq.
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17 *Attorneys for Plaintiff*
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. FACTUAL BACKGROUND AND ALLEGATIONS

3 Plaintiff, Erich M. Martin (hereinafter referred to as "Erich"), and Defendant, Raina L.
4 Martin (hereinafter referred to as "Raina"), were legally married on or about April 1, 2002 in the
5 State of North Carolina. There is one (1) minor children born the issue of this marriage, to wit:
6 Nathan L. Martin (hereinafter referred to as "Nathan"), born on August 24, 2010 in the State of
7 Colorado.

8 The parties learned that Raina was pregnant in November or December of 2009. Shortly
9 thereafter, Erich received orders that he would deploy to Azerbaijan and join the counter-terrorist
10 team in early September, 2010. This deployment lasted approximately six (6) to seven (7) weeks.
11 Prior to, and upon his return from, deployment, Erich was an attentive father. He fed and bathed
12 Nathan, played with him, and changed his diapers as often as possible. In fact, upon Erich's return,
13 Raina would often leave the residence for an entire weekend, making herself unreachable, leaving
14 Nathan solely in Erich's care. In February, 2012, Erich was ordered to deploy to Ukraine, and was
15 deployed for four and one-half (4 ½) weeks. Upon his return, Raina told Erich she wanted to move
16 to Las Vegas to live near her family, and pursue her education.

17 The parties officially separated in July, 2012, when Raina moved to Las Vegas, Nevada
18 with Nathan. Shortly after Raina and Nathan moved, Erich used his G.I. Bill to purchase a home in
19 Las Vegas for Raina and Nathan to reside. Since that time, Erich has maintained contact with
20 Nathan by Face Timing with him at least two to three (2 – 3) times per week, even while deployed.
21 This contact was never minimized, regardless of who Erich was seeing. Additionally, Raina
22 allowed Erich to visit with Nathan whenever he was available to travel to Las Vegas, Nevada, so
23 long as he provided her with notice. Such "notice" has been as little as one (1) day before.¹ In fact,
24 between March and April of 2013, Erich spent three (3) consecutive weeks with Nathan.
25 Historically, Erich stayed with Raina's father when visiting with Nathan. During his visits, Erich
26 takes the child out to eat, to the park, to Chuck E. Cheese, or other amusement parks, and plays with
27 Nathan and his toys. Erich tries to be an active and present father as frequently as he can, and this
28

¹ Text messages between the parties shall be provided to the Court upon request.

1 has never caused issues before. Erich has always been mentally and emotionally stable, and
2 Nathan's safety has never been at risk while in Erich's care.

3 Erich is now an instructor at the University of Wyoming, and he resides in the State of
4 Wyoming. It is more difficult, costly, and time-consuming to travel to Las Vegas, Nevada from
5 Wyoming than it was from Colorado. For every visit, Erich has to fly out, rent a car, rent a hotel
6 room, eat out with Nathan for every meal, and pay entrance fees to amusement parks each time he
7 visits his son. Erich cannot afford this. Moreover, Erich now has a more restricting work schedule,
8 and he is limited to visiting Nathan when school is not in session. As such, beginning November
9 20, 2014, Erich asked Raina if he could bring Nathan to Wyoming for Christmas, specifically
10 December 20, 2014 through December 26, 2014. Raina refused to allow the visitation. Despite her
11 refusals, Erich requested visitation with Nathan from January 10, 2015 through January 17, 2015,
12 which was also denied. Erich then requested visitation during his spring break from March 16,
13 2015 through March 20, 2015. Raina refused to speak with Erich regarding spring break visitation
14 and instructed that all future communication be directed to her attorney. As such, Erich retained
15 counsel, who sent written correspondence to Raina's counsel on February 20, 2014 requesting
16 visitation with Nathan during Erich's spring break. Erich's counsel was then served with Raina's
17 Motion.

18 Erich requests he be allowed to visit the minor child outside the State of Nevada.
19 Specifically, Erich is requesting that be allowed to take Nathan to Disneyland during his Spring
20 Break, from March 16, 2015 at 10:00 a.m. through March 20, 2015 at 6:00 p.m.

21 LAW AND ARGUMENT

22 I. OPPOSITION

23 A. The Court should deny Raina's request to limit visitation to the State of Nevada only.

24 Raina's arguments for the Court to limit Erich's visitation with Nathan consist of irrelevant
25 allegations, and statements that misrepresent the truth. Raina argues that Erich has a history of
26 instability relating to suicide threats and intoxication. However, these statements are false. Erich
27 has never threatened to "blow his brains out," and Raina never sent team members after him to
28 ensure he was safe. There were times that Erich left the marital residence in the evening, but it was

1 to relieve stress from fighting with Raina, and to prevent the fights from escalating in front of
2 Nathan. Furthermore, Erich was never arrested for intoxication in Colorado Springs, and has a
3 current and valid driver's license.

4 Raina states that Nathan has "dumped" the child on others during his visitation, or that he
5 left the child in the middle of the night. Nathan denies these allegations. Erich has always ensured
6 that he spends as much time with Nathan during his visits as possible, and they are as fulfilling as
7 possible. Any time Nathan returns to Raina's care during Erich's visitation, it is a pre-planned
8 exchange, and not because he "can't handle it." In fact, Raina continued to allow Erich to visit with
9 Nathan, unsupervised, after these alleged instances instability and neglect occurred, up until
10 November 20, 2014.

11 Raina alleges that when he took the child to Disneyland he lied about his whereabouts and
12 stayed with his girlfriend's friend. What Raina fails to tell the Court is that Erich's girlfriend's
13 "friend" was her father, whom Erich knows well. It was a last minute decision, as staying with him
14 saved Erich a considerable amount of money. Raina also states that Nathan told her he was
15 "uncomfortable" at that house. Oddly, Nathan is a four (4) year old boy, and it is unlikely his
16 vocabulary includes the words "uncomfortable." Moreover, this allegation lacks and detail or
17 description as to why the child was "uncomfortable" in the home, and why staying in that home is
18 concerning. Raina then alleges that Erich refused to allow Raina to communicate with Nathan
19 during their Disneyland visitation. What Raina refrains from explaining is the fact that she text
20 messaged Erich so frequently during the few hours of the visitation, it rose to the level of
21 harassment.² Regardless, Erich ensured that Raina had FaceTime with Nathan that evening, on
22 November 6, 2014, and received a video message from Nathan on November 7, 2014.³ Nathan was
23 safely returned to Raina on the evening of November 8, 2015.

24 Raina claims that the parties' "separation agreement" provides her with sole discretion over
25 Erich's visitation with Nathan. Ironically, the document attached to Raina's Motion as "Exhibit B"
26 is not an enforceable agreement. This document, referred to throughout Raina's Motion, is a
27

28 ² Text messages between the parties shall be provided to the Court upon request.

³ Telephone call-logs shall be provided to the Court upon request.

“Separation Agreement Worksheet” that is to be completed “if you desire an attorney to prepare a separation agreement.” It is clear this document was prepared in *contemplation of* a separation agreement, and is not an enforceable document. In fact, the document should be stricken from the record as it contains settlement negotiations in violation of NRS 48.105, as discussed in more detail herein.

B. The Court should deny Raina’s request for temporary child support of \$1,500.00 per month.

NRS 125B.070 provides, in part, as follows:

1. As used in this section and NRS 125B.080, unless the context otherwise requires:
 - (a) “Gross monthly income” means the total amount of income received each month from any source of a person who is not self-employed or the gross income from any source of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension or for any other personal expenses.
 - (b) “Obligation for support” means the sum certain dollar amount determined according to the following schedule:
 - (1) For one child, 18 percent of a parent’s gross monthly income, but not more than the presumptive maximum amount per month per child set forth for the parent in subsection 2 for an obligation for support determined pursuant to subparagraphs (1) to (4), inclusive, unless the court sets forth findings of fact as to the basis for a different amount pursuant to subsection 6 of NRS 125B.080.
 - (2) For the purposes of paragraph (b) of subsection 1, the presumptive maximum amount per month per child for an obligation for support, as adjusted pursuant to subsection 3, is:

PRESUMPTIVE MAXIMUM AMOUNTS (PMA) OF CHILD SUPPORT
EFFECTIVE JULY 1, 2014 - JUNE 30, 2015
NRS 125B.070

INCOME RANGE		The Presumptive Maximum Amount the Parent May Be Required to Pay per Month per Child Pursuant to Paragraph (b) of Subsection 1 Is	
If the Parent’s Gross Monthly Income Is at Least	But Less Than		
\$0	-	\$4,235	\$670
4,235	-	6,351	737
6,351	-	8,467	806
8,467	-	10,585	871
10,585	-	12,701	939
12,701	-	14,816	1,005
14,816	-	No Limit	1,074

NRS 125B.080 states, in pertinent part, as follows:

1. A court of this State shall apply the appropriate formula set forth in NRS 125B.070 to:
 - (a) Determine the required support in any case involving the support of children.
 - (b) Any request filed after July 1, 1987, to change the amount of the required support of children.

2. If the parties agree as to the amount of support required, the parties shall certify that the amount of support is consistent with the appropriate formula set forth in NRS 125B.070. If the amount of support deviates from the formula, the parties must stipulate sufficient facts in accordance with subsection 9 which justify the deviation to the court, and the court shall make a written finding thereon. Any inaccuracy or falsification of financial information which results in an inappropriate award of support is grounds for a motion to modify or adjust the award.

3. If the parties disagree as to the amount of the gross monthly income of either party, the court shall determine the amount and may direct either party to furnish financial information or other records, including income tax returns for the preceding 3 years. Once a court has established an obligation for support by reference to a formula set forth in NRS 125B.070, any subsequent modification or adjustment of that support, except for any modification or adjustment made pursuant to subsection 3 of NRS 125B.070 or NRS 425.450 or as a result of a review conducted pursuant to subsection 1 of NRS 125B.145, must be based upon changed circumstances.

4. Notwithstanding the formulas set forth in NRS 125B.070, the minimum amount of support that may be awarded by a court in any case is \$100 per month per child, unless the court makes a written finding that the obligor is unable to pay the minimum amount. Willful underemployment or unemployment is not a sufficient cause to deviate from the awarding of at least the minimum amount.

5. It is presumed that the basic needs of a child are met by the formulas set forth in NRS 125B.070. This presumption may be rebutted by evidence proving that the needs of a particular child are not met by the applicable formula.

6. If the amount of the awarded support for a child is greater or less than the amount which would be established under the applicable formula, the court shall:

- (a) Set forth findings of fact as to the basis for the deviation from the formula; and
- (b) Provide in the findings of fact the amount of support that would have been established under the applicable formula.

7. Expenses for health care which are not reimbursed, including expenses for medical, surgical, dental, orthodontic and optical expenses, must be borne equally by both parents in the absence of extraordinary circumstances.

8. If a parent who has an obligation for support is willfully underemployed or unemployed to avoid an obligation for support of a child, that obligation must be based upon the parent's true potential earning capacity.

9. The court shall consider the following factors when adjusting the amount of support of a child upon specific findings of fact:

- (a) The cost of health insurance;
- (b) The cost of child care;
- (c) Any special educational needs of the child;
- (d) The age of the child;
- (e) The legal responsibility of the parents for the support of others;
- (f) The value of services contributed by either parent;
- (g) Any public assistance paid to support the child;
- (h) Any expenses reasonably related to the mother's pregnancy and confinement;
- (i) The cost of transportation of the child to and from visitation if the custodial parent moved with the child from the jurisdiction of the court which ordered the support and the noncustodial parent remained;
- (j) The amount of time the child spends with each parent;
- (k) Any other necessary expenses for the benefit of the child; and
- (l) The relative income of both parents.

Again, Raina relies on the parties' "separation agreement" to argue that she be awarded \$1,500.00 per month in child support. However, as discussed in more detail herein, "Exhibit B" of

1 Raina's Motion is not an enforceable agreement and should be stricken from the record. As such,
2 child support should be set pursuant to NRS 125B.070 and NRS 125B.080.

3 **C. The Court should deny Raina's request for temporary spousal support of \$2,300.00**
4 **per month.**

5 In Nevada, the party seeking spousal support must first establish a need for support. Here, it
6 appears that Raina may meet that burden. However, there are many issues Raina's General
7 Financial Disclosure Form and her alleged expenses. Raina has been an unemployed, single mother
8 for over two and a half (2 ½) years. Throughout this time, Raina and Nathan have lived with
9 Raina's boyfriend, Anthony Bricker, and his two children in the home Erich purchased for Raina
10 and Nathan. It appears Raina has been able to maintain her monthly expenses of \$5,046.00, as
11 alleged in her General Financial Disclosure Form, despite the fact that she only receives \$2,500.00
12 per month, for the past two and a half (2 ½) years.

13 Assuming Raina has legitimate need, the burden shifts to whether Erich can afford to pay
14 spousal support. Based on Erich's General Financial Disclosure Form, Erich has the ability to pay
15 spousal support, but not at the amount Raina is requesting, especially factoring in the cost of travel
16 for Erich to exercise his visitations in Las Vegas, Nevada.⁴

17 Moreover, Raina again attempts to argue that the "separation agreement" is enforceable. As
18 discussed herein, "Exhibit B" of Raina's Motion is not an enforceable agreement and should not be
19 taken into consideration in the determination of support.

20 II. COUNTERMOTION

21 **A. The Court Should Issue an Order providing Erich with visitation with the minor child**
22 **during the week of March 16, 2015 through March 20, 2015.**

23 Since the parties' separation, Raina has provided Erich with visitation upon his request.
24 However, beginning November 20, 2014, Erich requested that he be able to have Nathan in
25 Wyoming for Christmas, specifically December 20, 2014 – December 26, 2014. Erich has never
26 had the opportunity to spend Christmas with Nathan, so he was looking forward to this opportunity.
27 Nevertheless, Raina refused to allow the visitation for "safety" reasons, without further reasoning.
28

⁴ Please see Plaintiff's General Financial Disclosure Form, to be filed with the instant Court.

Despite her continuous refusals, Erich requested visitation with Nathan from January 10, 2015 – January 17, 2015 which was also denied.

As an instructor at the University of Wyoming, Erich's spring break is the week of March 16, 2015 through March 20, 2015. Erich requested to exercise visitation with Nathan during this time, however, Raina refused to speak with him and instructed that all communication be directed to her attorney. As such, Erich's counsel sent written correspondence to Raina's counsel on February 20, 2014 requesting visitation with Nathan as follows:

1. Erich would pick Nathan up at about 10:00 a.m. on March 16, 2015;
2. Erich will travel with Nathan to Buena Park, CA to spend the week visiting the Disneyland Resort; and
3. Erich will travel with Nathan back to Las Vegas, NV to drop Nathan off around 6:00 p.m. on March 20, 2015.

Erich's counsel was then served with Raina's Motion for Temporary Orders. Historically, Raina has allowed Erich to travel with Nathan during his visitations. Nathan's health and safety has never been at risk or in question before. As such, Raina has not met her burden to prohibit such a visitation between Erich and his son. Erich therefore requests the Court Order that Erich be awarded visitation from March 16, 2015 at 10:00 a.m. through March 20, 2015 at 6:00 p.m.

B. The Court should strike "Exhibit B" of Raina's Motion for disclosing evidence of a potential separation agreement.

NRS 48.105 states as follows:

1. Evidence of:
 - (a) Furnishing or offering or promising to furnish; or
 - (b) Accepting or offering or promising to accept, [evidence added].
→ a valuable consideration in compromising or attempting to compromise a claim which was disputed as to either validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or statements made in compromise negotiations is likewise not admissible.
2. This section does not require exclusion when the evidence is offered for another purpose, such as proving bias or prejudice of a witness, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution.

Here, Raina attaches a "Separation Agreement Worksheet" to her Motion as "Exhibit B." Said document is not a valid agreement, but merely a form to be filled out "if you desire an attorney to prepare a separation agreement." Raina prepared this document with no input, and presented it to

1 Erich, demanding that he sign the document. The document clearly contains an offer to settle as a
2 basis to create final agreement. Whether or not Erich accepted the offer should not be deliberated
3 by the Court, as no final agreement was produced. Moreover, the document is protected from
4 disclosure or use, and should be excluded from the Court pursuant to NRS 48.105. As such, Erich
5 requests the Court strike the Exhibit from the Court record, and strike any references made to the
6 document in Raina's Motion.

7 **C. Erich should be awarded \$3,000 in Attorney's fees/sanctions and costs:**

8 Erich is entitled for attorney's fees under the following:

9 **NRS Section 18.010** states in relevant part as follows:

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

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

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

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

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

20 **EDCR Rule 7.60. Sanctions.**

21 (a) If without just excuse or because of failure to give reasonable attention to the matter,
no appearance is made on behalf of a party on the call of a calendar, at the time set for the
22 hearing of any matter, at a pre-trial conference, or on the date of trial, the court may order
any one or more of the following:

23 (1) Payment by the delinquent attorney or party of costs, in such amount as the court
may fix, to the clerk or to the adverse party.

24 (2) Payment by the delinquent attorney or party of the reasonable expenses,
including attorney's fees, to any aggrieved party.

25 (3) Dismissal of the complaint, cross-claim, counter-claim or motion or the striking
of the answer and entry of judgment by default, or the granting of the motion.

26 (4) Any other action it deems appropriate, including, without limitation, imposition
of fines.

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

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

- (2) Fails to prepare for a presentation.
- (3) **So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously. [EMPHASIS ADDED]**
- (4) Fails or refuses to comply with these rules.
- (5) Fails or refuses to comply with any order of a judge of the court.

EDCR 5.11 Law and motion; oral argument; requirement to attempt resolution.

(a) Before any family division motion is heard by the court, the movant must attempt to contact and communicate with the other party's counsel, or that party if unrepresented, in an attempt to resolve the issue or issues in dispute without the necessity of court intervention. Failure to comply with this provision may result in sanctions being imposed against the movant and an award of attorney's fees and costs to the non-movant if the issues would have, in the opinion of the court, been resolved if the movant had attempted to resolve the issues prior to the hearing.

NRCP 56(g) Affidavits Made in Bad Faith.

Should it appear to the satisfaction of the court at any time that any of the affidavits presented pursuant to this rule are presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused the other party to incur, including reasonable attorney's fees, and any offending party or attorney may be adjudged guilty of contempt.

Raina's counsel failed to make any out of court attempt to resolve the issues raised in his motion pursuant to EDCR 5.11(a). In fact, Erich's counsel tendered correspondence to Raina's counsel on February 20, 2015 requesting the relief sought in the instant Countermotion, demanding a response by Monday, February 23, 2015. Raina's counsel responded with a request to respond to Erich's requests by Wednesday, February 25, 2015. Erich's counsel was then served with Raina's Motion for Temporary Orders. The result of Raina's actions requires Erich to unnecessarily litigate the issues before the court by filing the instant Opposition and Countermotion, and therefore, he should be awarded attorney's fees.

Additionally, Raina's Motion was accompanied by an affidavit signed by her stating as follows: "When Nathan was just three weeks old, Plaintiff took a voluntary deployment to Ukraine to help further his language skills in Russian. Plaintiff left Nathan and I at home for three to six months while he went to better his Russian language." However, Erich has never voluntarily deployed. Moreover, when Erich deployed three (3) weeks after Nathan's birth, it was for a six (6) week deployment in Azerbaijan to work with the counter-terrorist team, not six (6) months in Russia to work on his Russian.⁵ Raina's Affidavit was made in bad faith as it makes numerous factual misstatements such as this in an attempt to paint Erich in a bad light before the Court. As

⁵ Erich's deployment papers shall be provided to the Court upon request.

1 said affidavit was provided for the support of Raina's Motion to limit Erich's visitation, and said
2 affidavit is made in bad faith as it is disingenuous, Erich should be provided with reasonable
3 attorney's fees for the costs he incurred in having to respond to the motion.

4 Erich is asking for \$3,000.00 in attorney fees, which is what it will cost him to prosecute
5 this matter by filing the Opposition and Countermotion, a Financial Disclosure Form, and attend a
6 hearing on the instant matter. There was a lot of work that was needed to get to this point that could
7 have been avoided. Erich reserves the right to ask for more fees if this matter proceeds to trial.

8 Under *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345 (1969), when courts determine the
9 appropriate legal fees to award in civil cases, they must consider the following factors including:

10 1. The qualities of the advocate:

11 Erich's counsel, Jason Naimi, Esq., has been a Nevada licensed attorney since 2005 and has
12 practiced almost exclusively in Domestic Relations Law since 2007. He has been lead counsel in
13 countless cases, and has taken several cases to trial. He has a very good professional standing in the
14 community and is a strong advocate for his client.

15 2. The character and difficulty of the work performed:

16 There was a lot of time and skill required to get this matter properly before this Court,
17 including but not limited to, prepare opposition, to prosecute this matter at the hearing and draft the
18 subsequent order. Moreover, this case was not easy getting all of the facts and figures reduced to
19 writing for the Court to actually consider at the time of trial in this matter.

20 3. The work actually performed:

21 This Court can clearly see with the work required, Counsel will have earned every billable
22 hour charged in this matter. Counsel charges \$300/hour, which is very reasonable considering most
23 attorneys in the greater Las Vegas area charge between \$250 - \$600 per hour. This Court also must
24 consider that Erich's counsel has several years experience in Domestic Relations and is an effective
25 litigator.

1 4. The results obtained:

2 Erich is entitled to the relief that she seeks and his request for attorney's fees is justified as
3 set forth herein. Raina, on the other hand, is intentionally being malicious and disingenuous to
4 force Erich to spend more in legal fees.

5 For these reasons, the Court can order the appropriate amount in this matter and Erich
6 respectfully requests an order for attorney's fees be granted.

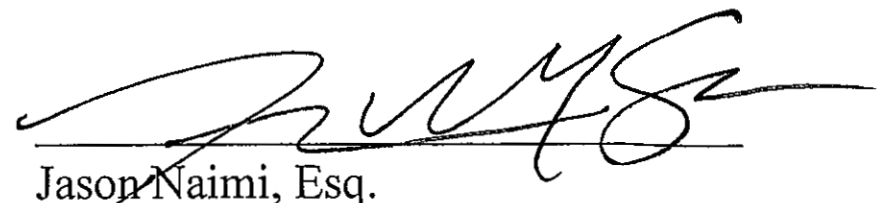
7 **III. CONCLUSION**

8 Based upon the foregoing, Erich requests the following:

- 9 1. An Order denying all relief requested by Defendant;
10 2. For an Order providing Plaintiff with visitation on March 16, 2015 through March
11 20, 2015;
12 3. For an Order striking "Exhibit B" of Defendant's Motion from the record;
13 4. An award to Plaintiff of \$3,000.00 in attorney fees/sanctions and costs; and
14 5. For other relief deemed just and equitable by the court under the circumstances.

15 DATED this 2 day of March, 2015.

17 STANDISH NAIMI LAW GROUP

18 
19

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Attorney for plaintiff

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Erich M Martin
Plaintiff/Petitioner

-VS-

Rama L Martin
Defendant/Respondent

CASE NO. D-15-509045

DEPT. C

**FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)**

Party Filing Motion/

☒ Plaintiff/Petitioner

☐ Defendant/Respondent

MOTION FOR/

OPPOSITION TO Defendant's Motion for Temporary Visitation and child support and Temporary Spousal Support; and Contention for visitation; and for attorneys fees/sanctions and costs.

Notice

Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re-open Filing Fee of \$25.00, unless specifically excluded. (See NRS 19.0312)

Excluded Motions/Oppositions



Motions filed before final Divorce/Custody Decree entered (Divorce/Custody Decree NOT final)



Child Support Modification ONLY



Motion/Opposition For Reconsideration (Within 10 days of Decree)
Date of Last Order _____



Request for New Trial (Within 10 days of Decree)
Date of Last Order _____



Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST be paid.**

☐ Motion/Opp IS subject to \$25.00 filing fee

☒ Motion/Opp IS NOT subject to filing fee

Date: March 2, 2015

Amy Cornell

Printed Name of Preparer

Amy Cornell

Signature of Preparer

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

AFFIDAVIT OF ERICH MARTIN

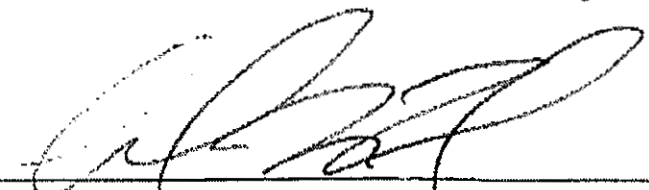
STATE OF WYOMING)
COUNTY OF ALBANY) ss

1. I, ERICH MARTIN, am the Plaintiff in the above referenced matter, have read and understand this underlying Opposition/Counter-motion, and attest to the below referenced facts as being true and correct to the best of my knowledge.

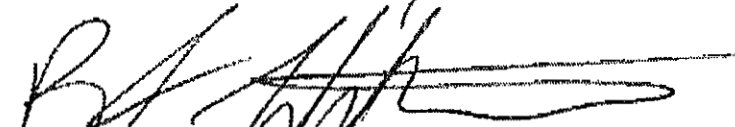
2. I fully incorporate by reference each and every statement in this pleading as if fully restated herein as true except for those portions offered upon information and belief.

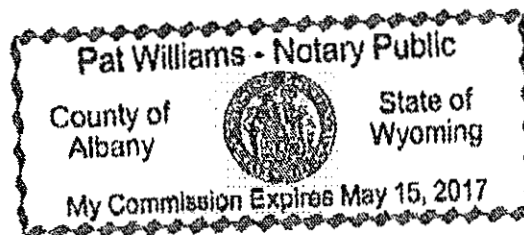
3. I respectfully request that this Court grant me all of my requests for relief as stated herein.

4. I respectfully request that this Court grant other and additional relief deemed just and proper under the circumstances.


ERICH MARTIN

SUBSCRIBED AND SWORN to before me this
27 day of February, 2015.


NOTARY PUBLIC in and for said County
And State

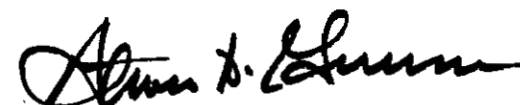


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1 **ROC**
2 JASON NAIMI, ESQ.
3 Nevada State Bar No. 9441
4 Email: jason@standishnaimi.com
5 FRANCESCA M RESCH, ESQ.
6 Nevada State Bar No. 13011
7 Email: Francesca@standishnaimi.com
8 STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180
Las Vegas, NV 89134
Tel: (702) 998-9344
Fax: (702) 998-7460
Attorneys for Plaintiff

Electronically Filed
03/03/2015 08:55:27 AM



CLERK OF THE COURT

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

11 ERICH M. MARTIN,
12 Plaintiff,
13 v.
14 RAINA L. MARTIN,
15 Defendant.

CASE NO.: D-15-509045

DEPT. NO.: C

RECEIPT OF COPY

18 Receipt of copy of the attached **OPPOSITION TO DEFENDANT'S MOTION FOR**
19 **TEMPORARY VISITATION AND CHILD SUPPORT AND TEMPORARY SPOUSAL**
20 **SUPPORT AND COUNTERMOTION FOR VISITATION; AND FOR ATTORNEY'S FEES/**
21 **SANCTIONS AND COSTS and EX PARTE MOTION FOR AN ORDER SHORTENING**
22 **TIME** is hereby acknowledged this 2th day of March, 2015.

BROOKS HUBLEY, LLP

By: 

GREGG A. HUBLEY, ESQ.

1645 Village Center Circle, Suite 200

LAS VEGAS, NEVADA 89134

Attorney for Defendant

Details of filing: *Opposition to Defendant's Motion for Temporary Visitation and Child Support and Temporary Spousal Support; and Countermotion for Visitation; and for Attorney's Fees/Sanctions and Costs.*

Filed in Case Number: D-15-509045-D

E-File ID: 6706736

Lead File Size: 926493 bytes

Date Filed: 2015-03-02 12:03:14.0

Case Title: D-15-509045-D

Case Name: Erich M Martin, Plaintiff vs. Raina L Martin, Defendant.

Filing Title: Opposition to Defendant's Motion for Temporary Visitation and Child Support and Temporary Spousal Support; and Countermotion for Visitation; and for Attorney's Fees/Sanctions and Costs.

Filing Type: EFS

Filer's Name: Thomas J Standish

Filer's Email: hdm@standishlaw.com

Account Name: Thomas J Standish

Filing Code: OPPC

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: Filing still processing. Payment not yet captured.

Comments:

Courtesy Copies: amy@standishnaimi.com

Firm Name: Standish Law Group

Your File Number: 150013

Status: Pending - (P)

Date Accepted:

Review Comments:

Reviewer:

File Stamped Copy:

Cover Document:

Documents:

Lead Document: 15-03-02 PI Oppo to Def Mt for Temp Visitation and Child Support and Temp Spousal Support(signed).pdf 926493 bytes

Data Reference ID:

Credit Card System Response: VPFCBB73C986

Response: Reference:

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DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ERICH M MARTIN, PLAINTIFF
VS.
RAINA L MARTIN, DEFENDANT.

CASE NO: D-15-509045-D
Department C

NRCP 16.2 CASE MANAGEMENT CONFERENCE


Jason Naimi, Esq., Attorney for Erich M Martin Date: April 01, 2015
Time: 9:00 AM

Ramir M. Hernandez, Esq., Attorney for Raina L Martin

Please be advised that, in accordance with NRCP 16.2, the above-entitled matter has been scheduled for a Case Management Conference. The hearing will be heard by the Honorable REBECCA L BURTON, at the Family Courts and Services Center, 601 N. Pecos Rd., Las Vegas, Nevada. The conference will be held on April 01, 2015, at the hour of 9:00 AM, in Courtroom #8. It is Department C's policy for you to file a Financial Disclosure Form five days prior to this hearing date.

YOUR PRESENCE IS NECESSARY.

HONORABLE REBECCA L BURTON

By: 
Dawna Richert
Judicial Executive Assistant,
Department C

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

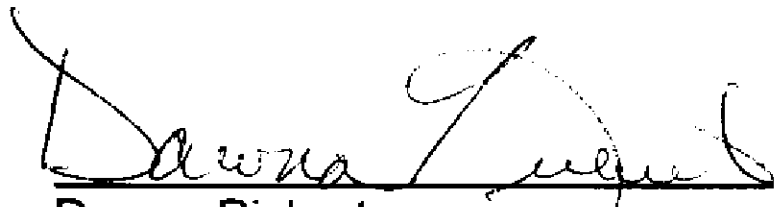
☒ I placed a copy of the foregoing Notice of Case Management Conference in the appropriate attorney folder located in the Clerk of the Court's Office

☐ I mailed, via first-class mail, postage fully prepaid, the foregoing Notice of Case Management Conference to:

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Jason Naimi, Esq.
Standish & Naimi

Ramir M. Hernandez, Esq.
Canon Law Services LLC


Dawna Richert
Judicial Executive Assistant
Department C

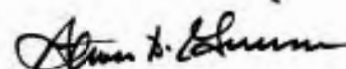
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FDF

Jason Naimi, Esq.
Nevada Bar No. 9941
jason@standishnaimi.com
Standish Naimi Law Group
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
Telephone: (702) 998-9344
Attorney for Plaintiff

Electronically Filed
03/25/2015 03:41:13 PM


CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, vs. RAINA L. MARTIN Defendant.	Case No. D-15-509045-D Dept. No. C
---	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Erich Matthew Martin
2. How old are you? 34
3. What is your date of birth? 12-30-1980
4. What is your highest level of education? Associate's in General Education

B. Employment Information:

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

☒ No

☐ Yes

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
7/13/1999	US Army	Senior Military Ins	M-F (M-S during Fall)	5:00 a.m. - 6:30 p.m.

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability?

What agency certified you disabled?

What is the nature of your disability?

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

Prior Employer:
Reason for Leaving:

Date of Hire:

Date of Termination:

Monthly Personal Income Schedule

A. Year-to-date Income.

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

B. Determine your Gross Monthly Income.

Hourly Wage

	X		=	0	X	52	÷	0	=	0
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Gross Monthly Income

Annual Salary

80000	÷	12	=	6600
Annual Income		Months		Gross Monthly

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income:			
Bonuses:			
Car, Housing, or Other allowance			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay:			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support:			
Child Support:			
Workman's Compensation:			
Other:			
Total Average Other Income Received			\$ -
Total Average Gross Monthly Income (add totals from B and C above)			\$ 6,600.00

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	\$ 377.73
4.	Health Insurance	Amount for you: For Opposing Party: For your Child(ren):
		\$ 38.88
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	\$ 64.04
7.	Retirement, Pension, IRA, or 401(k)	\$ 94.17
8.	Savings	\$ 1,700.00
9.	Social Security	\$ 273.83
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		\$ 2,548.65

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

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

\$

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

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

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	\$ 95.00			
Car Loan/Lease Payment	\$ 950.00			
Cell Phone	\$ 140.00			
Child Support (not deducted from pay)	\$ 810.00			
Clothing, Shoes, Etc...	\$ 100.00			
Credit Card Payments (minimum due)	\$ 300.00			
Dry Cleaning				
Electric	\$ 75.00			
Food (groceries & restaurants)	\$ 650.00			
Fuel	\$ 400.00			
Gas (for home)	\$ 50.00			
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)	\$ 35.00			
Home Phone				
Internet/Cable	\$ 110.00			
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	\$ 600.00			
Pest Control				
Pets				
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer	\$ 15.00			
Student Loans				
Unreimbursed Medical Expense				
Water	\$ 50.00			
Other:				
Total Monthly Expenses	\$ 4,380.00			

Household Information

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

	Child's Name	Child's DOB	With whom is this child living?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1st	Nathan Martin	8/24/2010	Mom	Yes	No
2nd					
3rd					
4th					

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

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Cellular Phone				
Child Care	\$ 500.00			
Clothing	\$ 50.00			
Education				
Entertainment	\$ 50.00			
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation	\$ 500.00			
Unreimbursed Medical Expenses				
Vehicle	\$ 200.00			
Other:				
Total Monthly Expenses	\$ 1,300.00	\$ -	\$ -	\$ -

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

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

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account: You, Your Spouse/Domestic Partner or Both
1.	2014 Ford F-150	\$ 38,645.00	-	\$ 53,000.00	=	\$ (14,355.00)	Erich
2.	11181 Mezzana St. Las Vegas, NV	\$ 263,293.00	-	\$ 200,000.00	=	\$ 63,293.00	Erich
3.	Thrift Savings Plan (TSP)	\$ 13,495.88	-		=	\$ 13,495.88	Erich
4.	ROTH TSP	\$ 1,071.71	-		=	\$ 1,071.71	Erich
5.	ROTH-IRA #9663	\$ 1,114.61	-		=	\$ 1,114.61	Erich
6.			-		=	\$ -	
7.			-		=	\$ -	
8.			-		=	\$ -	
9.			-		=	\$ -	
10.			-		=	\$ -	
11.			-		=	\$ -	
12.			-		=	\$ -	
	Total Value of Assets (add lines 1-15)	\$ 317,620.20	-	\$ 253,000.00	=	\$ 64,620.20	

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

Line	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	USAA American Express	\$ 756.48	Erich
2.	USAA MasterCard	\$ 1,810.67	Erich
3.	Capital One MasterCard	\$ 3,300.00	Erich
4.	Capital One MasterCard II	\$ 850.00	Erich
5.	American Express	\$ 1,200.00	Erich
6.	STAR card	\$ 4,000.00	Erich
7.	Target Card	\$ 400.00	Erich
8.	Buckle Card	\$ 135.00	Erich
9.	Nordstrom Card	\$ 120.00	Erich
	Total Unsecured Debt (add lines 1-6)	\$11,917.15	

CERTIFICATION

Attorney Information: Complete the following sentences:

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

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

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

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

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

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


Signature

02 MAR 15
Date

CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that I am an employee of STANDISH NAIMILAW GROUP, and that on this 25th day of March, 2015, I served a copy of Defendant's **GENERAL FINANCIAL DISCLOSURE FORM** as follows:

☒ By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or


☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCp 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system; and/or

☐ Pursuant to EDCR 7.26, to be sent via facsimile and/or email; and/or

☐ To be hand-delivered to the attorneys listed below at the address and/or facsimile number indicated below:

Ramir M. Hernandez, Esq.
BROOKS HUBLEY, LLP
1645 Village Center Circle, Ste. 200
Las Vegas, NV 89134
(702) 851-1191 Phone
(702) 851-1198 Fax
rhernandez@brookshubley.com

Attorney for Defendant


ANGELA ROMERO
An employee of Standish Naimi Law Group

myPay

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Go

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																												
ID	NAME (Last, First, MI)		SOC. SEC. NO.	GRADE	PAY DATE	YRS SVC	ETS	BRANCH	ADSNSSN	PERIOD COVERED																		
	MARTIN ERICH MATTHEW		*****3860	E8	990713	15	280731	ARMY	4844	1-31 DEC 14																		
ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY																			
	Type	Amount	Type	Amount	Type	Amount	+Amt Fwd .00																					
A	BASE PAY	4372.80	FEDERAL TAXES	376.22	ROTH TSP	50.00	Tot Ent 6674.36																					
B	BAS	357.55	FICA-SOC SECURITY	271.11	TRICARE DENTAL	32.89	Tot Ded 788.97																					
C	BAH	1509.00	FICA-MEDICARE	63.41	BANK ACCT ALLOT	3004.00	Tot All 3085.98																					
D	SPEC DUTY PAY	375.00	SGLI	29.00			Net Amt 2798.41																					
E	REFUND MEDICARE	.65	AFRH	.50			Cr Fwd .00																					
F	REF SOC SECURITY	-.04	SGLI FAM/POUSE	5.00			EOM Pay 2798.41																					
G			TRADITIONAL TSP	43.73																								
H																												
I																												
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M																												
N																												
O																												
TOTAL		6674.36	788.97		3085.98																							
LEAVE	BF Bal	50.0	End	7.5	Used	0	Cr Bal	57.5	ETS Bal	465.0	Lv Lost	0	Lv Paid	0	Use Lose	5.0	FED TAXES	4704.07	Wage Period	88475.51	M/S	M	Ex	03	Add'l Tax	.00	Tax YTD	12318.64
FICA TAXES	Wage Period	4372.80	Soc Wage YTD	52473.60	Soc Tax YTD	3253.36	Med Wage YTD	52473.60	Med Tax YTD	760.87	STATE TAXES	0	Wage Period	0	Wage YTD	0	M/S	S	Ex	00	Tax YTD	0						
PAY DATA	BAQ Type	WIDEP	BAQ Depn	SPOUSE	VIA Zip	82071	Rent Amt	.00	Share	1	Sat	R	JFTR	Depns	0	2D JFTR	BAS Type	Chasity YTD	0	TFC	PACIDN	1JA0MTN6						
TRADITIONAL PLAN (TSP)	Base Pay Rate	1	Base Pay Current	.00	Spec Pay Rate	0	Spec Pay Current	.00	Inc Pay Rate	0	Inc Pay Current	.00	Bonus Pay Rate	0	Bonus Pay Current	.00												
ROTH PLAN	Base Pay Rate		Base Pay Current	.00	Spec Pay Rate		Spec Pay Current	.00	Inc Pay Rate		Inc Pay Current	.00	Bonus Pay Rate		Bonus Pay Current	.00												
CONTRIBUTIONS TOTALS	YTD Deductions		524.76		YTD TSP Deferred		524.76		YTD TSP Exempt		.00		YTD ROTH															
REMARKS: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>YTD ENTITLE 112558.07</p> <p>IF TSP ELECTION AMT EXCEEDS NET AMT DUE, TSP WILL NOT BE DEDUCTED.</p> <p>-EFFECTIVE 31 DEC 14, A HARD COPY LES WILL NO LONGER BE MAILED TO YOU. AN ELECTRONIC COPY OF YOUR LES IS AVAILABLE IN MYPAY. YOU ARE STRONGLY ENCOURAGED TO SET UP A "VIEW ONLY" CAPABILITY IN MYPAY FOR YOUR FAMILY MEMBERS.</p> <p>-TRICARE DENTAL PROGRAM RATES INCREASE IN JAN 2015. RATES WILL BE \$11.30 SINGLE/\$33.88 FAMILY. FOR INFO GO TO WWW.METLIFE.COM/TRICARE.</p> <p>-EFF 1 JAN 15 NEW ALLOTMENTS TO PURCHASE, RENT OR LEASE PERSONAL PROPERTY ARE PROHIBITED. EXISTING ALLOTMENTS ARE GRANDFATHERED. SEE WWW.DFAS.MIL/MI_AL/ITM (UPPER CASE).</p> </div> <div style="width: 45%;"> <p>YTD DEDUCT 17259.64</p> <p>-IMPORTANT! MANAGE YOUR LEAVE ON 1 OCT 15, YOU WILL LOSE ALL ACCRUED LEAVE EXCEEDING 60 DAYS, UNLESS SPECIAL LV ACCRUAL APPLIES.</p> <p>-2015 TSP LIMITS: ELECTIVE DEFERRAL \$18,000; CATCH UP \$5,000; ANNUAL ADDITIONAL LIMIT IF IN C2TE IS \$53,000. VISIT WWW.TSP.GOV.</p> <p>-ROTH TSP CHANGES COMING. SEE WWW.DFAS.MIL/TSP_20.HTML (UPPER CASE).</p> <p>MEMBER'S SGLI COVERAGE AMOUNT IS \$400,000.</p> <p>FAM/POUSE SGLI COVERAGE AMOUNT IS \$100,000.</p> <p>DECREASE BANK ACCOUNT ALLOTMENT 1412 (337)</p> <p>INCREASE BANK ACCOUNT ALLOTMENT 1412 (351)</p> <p>CORRECT FICA WAGES DED IN YTD (353)</p> <p>CORRECT MEDICARE WAGES DED IN YTD (353)</p> <p>BAH BASED ON WIDEP, ZIP 82071</p> <p>BANK USAA FEDERAL SAVINGS BANK.</p> </div> </div>																												

WWW.DFAS.MIL

DFAS Form 702, Jan 02

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DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																
ID	NAME (Last, First, MI)		SOC. SEC. NO.		GRADE	PAY DATE	YRS SVC	ETS	BRANCH	ADSN/DSSN	PERIOD COVERED					
	MARTIN ERICH MATTHEW		*****3860		E8	990713	15	280731	ARMY	4844	1-31 JAN 15					
ENTITLEMENTS			DEDUCTIONS				ALLOTMENTS				SUMMARY					
Type	Amount		Type	Amount		Type	Amount		Amt Fwd							
A	BASE PAY	4416.60	FEDERAL TAXES	377.73		ROTH TSP	50.00		Tot Ent		6782.52					
B	BAS	367.92	FICA-SOC SECURITY	273.83		TRICARE DENTAL	33.88		Tot Ded		794.27					
C	BAH	1623.00	FICA-MEDICARE	84.04		BANK ACCT ALLOT	1700.00		Tot All		1783.88					
D	SPEC DUTY PAY	375.00	SGLI	29.00					Net Amt		4204.37					
E			AFRH	.50					Cr Fwd		.00					
F			SGLI FAMSPOUSE	5.00					EOM Pay		4204.37					
G			TRADITIONAL TSP	44.17												
H																
I																
J																
K																
L																
M																
N																
O																
TOTAL		6782.52			794.27			1783.88								
LEAVE	DF Bal	50.0	Emd	10.0	Used	21	Cr Bal	39.0	ETS Bal	444.0	Lv Lost	.0	Lv Paid	.0	Unk Lose	.0
FICA TAXES		4416.60	Soc Wage YTD		4416.60	Soc Tax YTD		273.83	Med Wage YTD		4416.60	Med Tax YTD		84.04	STATE TAXES	
Wage Period		4416.60	Soc Wage YTD		4416.60	Soc Tax YTD		273.83	Med Wage YTD		4416.60	Med Tax YTD		84.04	STATE TAXES	
BAQ Type		BAQ Type	BAQ Depn		BAQ Depn	VHA Zip		82071	Rent Amt		.00	Share		1	R	
WIDE		WIDE	SPOUSE		SPOUSE	82071		Rent Amt		.00	Share		1	R		
TRADITIONAL PLAN (TSP)		Base Pay Rate	1	Base Pay Current	.00	Spec Pay Rate		0	Spec Pay Current	.00	Inc Pay Rate		0	Inc Pay Current	.00	Bonus Pay Rate
ROTH PLAN		Base Pay Rate	1	Base Pay Current	.00	Spec Pay Rate		0	Spec Pay Current	.00	Inc Pay Rate		0	Inc Pay Current	.00	Bonus Pay Rate
CONTRIBUTIONS TOTALS		YTD Deductions				YTD TSP Deferred				YTD TSP Exempt				YTD ROTH		
		44.17				44.17				.00						
REMARKS:																
YTD ENTITLE 6782.52 YTD DEDUCT 794.27																
IF TSP ELECTION AMT EXCEEDS NET AMT																
DUE, TSP WILL NOT BE DEDUCTED.																
-TRICARE DENTAL PROGRAM RATES INCREASED JAN 2015. RATES WILL BE \$11.30 SINGLE/\$33.38 FAMILY. MORE INFO AT WWW.NETLIFE.COM/TRICARE																
-AFFORDABLE CARE ACT TAX REPORTING INFO. SEE WWW.IRICARE.MIL/ACA																
-2015 TSP LIMITS: ELECTIVE DEFERRAL \$15,000; CATCH UP \$6,000; ANNUAL ADDITIONAL LIMIT IF IN CZIE IS \$51,000. VISIT WWW.TSP.GOV.																
-THE ARMY WANTS YOU AND YOUR FAMILY TO SET A GOAL, MAKE A PLAN, SAVE AUTOMATICALLY FOR MILITARY SAVES WEEK 23 - 28 FEB 2015. FOR MORE INFO, VISIT WWW.MILITARYSAVES.ORG																
-YGT OFFICERS INTERESTED IN A SF, PO OR CA CAREER, APPLICATION SUSPENSE IS 20 MAR TO WWW.SCRRECRUITING.COM.																
-IMPORTANT: MANAGE YOUR LEAVE ON 1 OCT 15. YOU WILL LOSE ALL ACCRUED LEAVE OVER 90 DAYS. UNLESS SPECIAL LEAVE ACCRUAL APPLIES. MEMBER'S SGLI COVERAGE AMOUNT IS \$400,000. FAMSPOUSE SGLI COVERAGE AMOUNT IS \$100,000. USED LEAVE BALANCE ADJUSTED. CURRENT MONTH LEAVE BALANCE ADJUSTED. INCREASE DENTAL 1501 (005). CHANGE TSP 150101(001). RATE CHG BASIC PAY 150101(001). RATE CHG BAH 150101(001). RATE CHG BAS 150101(001). CHARGE LEAVE 141220-150109(016). DECREASE BANK ACCOUNT ALLOTMENT 1501 (022). BAH BASED ON WIDE, ZIP 82071. BANK USA FEDERAL SAVINGS BANK.																

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DFAS Form 702, Jan 02

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Go

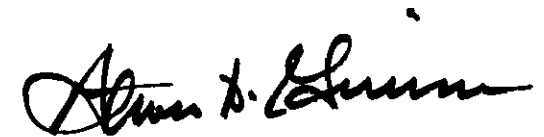
DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																
ID	NAME (Last, First, MI)		SOC. SEC. NO.	GRADE	PAY DATE	YR/SVC	ETS	BRANCH	ADSN/DSSN	PERIOD COVERED						
	MARTIN ERICH MATTHEW		*****3860	E8	990713	15	280731	ARMY	4844	1-28 FEB 15						
ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY							
Type	Amount	Type	Amount	Type	Amount	+Amt Fwd										
A BASE PAY	4416.50	FEDERAL TAXES	377.73	TRICARE DENTAL	33.86	Tot Ent		6782.52								
B BAS	367.92	FICA-SOC SECURITY	273.83	BANK ACCT ALLOT	1700.00	Tot Ded		794.27								
C BAH	1623.00	FICA-MEDICARE	64.04			Tot All		1733.88								
D SPEC DUTY PAY	375.00	SGLI	29.00			Net Amt		4254.37								
E		AFRH	.50			C: Fwd		.00								
F		SGLI FAMILYSPOUSE	5.00			ECM Pay		4254.37								
G		TRADITIONAL TSP	44.17													
H																
I																
J																
K																
L																
M																
N																
O																
TOTAL		6782.52		794.27		1733.88										
LEAVE	BF Bal 50.0	Emd 12.5	Used 21	Cr Bal 41.5	ETS Bal 444.0	Lv Lost .0	Lv Paid 0	Used Up .0	FED TAXES	4747.43	Wage Period	Wage YTD 9494.86	MS	Ex 03	Add Tax .00	Tax YTD 755.46
FICA TAXES	Wage Period 4416.60	Soc Wage YTD 8833.20	Soc Tax YTD 547.66	Med Wage YTD 8833.20	Med Tax YTD 128.08	STATE TAXES	SI NV	Wage Period .00	Wage YTD .00	MS S	Ex 00	Tax YTD .00				
PAY DATA	BAQ Type WDEP	BAQ Depn SPOUSE	VHA Zip 82071	Rent Amt .00	Share 1	Stat R	JFTR	Dephs 0	2D JFTR	BAQ Type	Char YTD .00	TPC	PACON 1JA0MTM6			
TRADITIONAL PLAN (TSP)	Base Pay Rate 1	Base Pay Current .00	Spec Pay Rate 0	Spec Pay Current .00	Inc Pay Rate 0	Inc Pay Current .00	Bonus Pay Rate 0	Bonus Pay Current .00								
ROTH PLAN	Base Pay Rate 0	Base Pay Current .00	Spec Pay Rate 0	Spec Pay Current .00	Inc Pay Rate 0	Inc Pay Current .00	Bonus Pay Rate 0	Bonus Pay Current .00								
CONTRIBUTIONS TOTALS	YTD Deductions 88.34			YTD TSP Deferred 88.34			YTD TSP Exempt .00			YTD ROTH .00						
REMARKS: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>YTD ENTITLE 13565.04</p> <p>IF TSP ELECTION AMT EXCEEDS NET AMT DUE, TSP WILL NOT BE DEDUCTED.</p> <p>-IMPORTANT: MANAGE YOUR LEAVE. ON 1 OCT 15, YOU WILL LOSE ALL ACCRUED LEAVE OVER 90 DAYS, UNLESS SPECIAL LEAVE ACCRUAL APPLIES.</p> <p>-ELECT TO CONTRIBUTE PERCENTAGES OF YOUR PAY FOR ROTH AND TRADITIONAL TSP. SEE WWW.DFAS.MIL/TSP_AC.HTML (UPPER CASE).</p> <p>TAX TIME IS HERE. VERIFY YOUR TAX INFO AND RECEIVE YOUR STATEMENTS VIA MYPAY.</p> <p>-ADOPTING A CHILD: YOU COULD BE REIMBURSED FOR UP TO \$2000 IN EXPENSES. SEE YOUR COMMANDER/PERSONNEL OFFICE FOR DETAILS.</p> <p>THE ARMY'S GREAT SKILL PROGRAM IS LOOKING FOR EXPERIENCED OFFICERS, WARRANT OFFICERS</p> </div> <div style="width: 48%;"> <p>YTD DEDUCT 1588.54</p> <p>AND NCOS FROM ALL BRANCHES TO SUPPORT VARIOUS COMPLEX OPERATIONS. CONTACT US AT GS.RECRUITING@USARMY.MIL TODAY.</p> <p>-REVIEW YOUR LES EVERY MONTH TO ENSURE YOU ARE RECEIVING THE CORRECT PAY AND ENTITLEMENTS. IF NOT, SEE YOUR COMMANDER AND FINANCE OFFICE TODAY.</p> <p>MEMBER'S SGLI COVERAGE AMOUNT IS \$400,000.</p> <p>FAMILYSPOUSE SGLI COVERAGE AMOUNT IS \$100,000.</p> <p>STOP ROTH TSP 150228(038).</p> <p>START ROTH TSP 150201(032).</p> <p>STOP DISCRETIONARY ALLOTMENT 1501(032).</p> <p>BAH BASED ON WDEP, ZIP 82071.</p> <p>BANK USAA FEDERAL SAVINGS BANK.</p> </div> </div>																

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DFAS Form 702, Jan 02

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CLERK OF THE COURT

RPLY

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rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

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

ERICH M. MARTIN

Plaintiff,

vs.

RAINA L. MARTIN,

Defendant.

Case No.: D-15-509045-D
Dept No.: C

Date of Hearing: 4/01/2015
Time of Hearing: 9:00 a.m.

**REPLY TO PLAINTIFF'S
OPPOSITION TO DEFENDANT'S
MOTION FOR TEMPORARY
VISITATION AND CHILD SUPPORT
AND TEMPORARY SPOUSAL
SUPPORT; AND OPPOSITION TO
COUNTERMOTION FOR
VISITATION AND ATTORNEY'S
FEES/SANCTIONS AND COSTS**

REPLY

Raina Martin ("Defendant") respectfully replies to Plaintiff's Opposition to her motion for temporary orders. This Reply is supported by the accompanying memorandum of points and authorities, the pleadings and papers already on file, and any

other arguments presented to this Court.

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

In his Opposition, Plaintiff concedes several key points that support Defendant's contentions for limited visitation. Specifically, Plaintiff concedes the following:

- Defendant has maintained primary custody of Nathan since the parties separated;
- Plaintiff always provided notice of his visitation with Nathan;
- Defendant's visits were always at Plaintiff's discretion;
- For the most recent trip to Disneyland, Plaintiff did not stay at the place he originally said he had told Defendant he would reside;
- Plaintiff did not allow Defendant to communicate with Nathan during the Disneyland trip for a considerable amount of time;
- Plaintiff did in fact sign the separation agreement;
- Plaintiff performed at least partially on the separation agreement by providing Defendant with the sum of at least \$2,500.00 per month.

II. LEGAL ARGUMENT

A. This Court should award Defendant child support based on her having primary custody of the minor child and the terms of the separation agreement.

Because Plaintiff has agreed to an upward deviation of child support, Plaintiff should be required to pay the upward amount. Both Defendant and Nathan have come to rely on this upward amount for their living expenses. Based on the statutory guidelines,

1 Plaintiff is to pay \$806.00 per month in child support. Plaintiff's request for a downward
2 deviation to the statutory amount is not coincidental. In fact, the timing of this request
3 happens to coincide with his being in a relationship with his current significant other,
4 who happens to have young children of her own. Rather than honor his commitments to
5 his current family, Plaintiff wishes to lower the current amount to Nathan in order to
6 support his "new" family. It is important to note that at the time the parties entered the
7 separation agreement, Plaintiff has enough money to support Nathan and Defendant at
8 the amount he agreed upon because he did not have his new girlfriend and her family.
9 Nathan should not be punished for his father's romantic decisions. As a result, this Court
10 should award child support at the currently agreed amount of \$1,500.00 per month.

11 **B. Based on Plaintiff's spring break visit earlier this month, Plaintiff should**
12 **continue with limited visitation.**

13 During the visit that occurred during March of 2015, Plaintiff still failed to show
14 that he is a responsible parent to be given an extended visit with Nathan. The parties
15 negotiated a visit whereby Nathan would visit his father for his father's spring break.
16 Unfortunately, Nathan fell very ill with the flu the night before the visit was to begin.
17 Defendant informed Plaintiff prior to the visit that Nathan was in no condition to parade
18 around Las Vegas for a few days and that he needed rest. When Nathan returned from
19 his visit with Plaintiff, he was still ill and Defendant had to take Nathan to the emergency
20 room for treatment. As with the previous Disneyland visit, Plaintiff still puts his needs
21 above those of his son when he has him for visitation. Defendant does not wish to keep
22 Plaintiff from his son. Nonetheless, she has serious concerns regarding his attitude
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1 toward Nathan's best interests. Therefore, Defendant requests that this Court limit any
2 visitation with Plaintiff to visits in Las Vegas.

3 **C. Plaintiff has the means to provide monthly temporary spousal support.**

4 Plaintiff argues that he cannot afford to pay the amount agreed upon in the
5 separation agreement, but his Financial Disclosure form indicates that he possesses
6 sufficient funds to pay temporary spousal support. Plaintiff claims in his FDF that
7 \$2,548.00 is deducted from his wages, but his deductions on his paycheck indicate that
8 approximately \$790.00 is deducted per month from this paycheck. The rest of his
9 claimed deductions, approximately \$1,700.00, is deposited into a savings account that he
10 created, very likely to prevent Defendant from claiming those funds. Therefore, his true
11 net pay, based on a gross of \$6,780 per month, is approximately \$6,000.00 per month
12 prior to child support payments, which amount to \$806.00 per month per the statutory
13 maximum. Adding in that child support figure, Defendant nets approximately \$5,200.00
14 per month. Defendant, prior to child support, receives approximately \$1,500.00 from the
15 other adult living in her home. This leads to a net income disparity of approximately
16 \$3,700.00 per month. In order to equalize the parties, Defendant is entitled to half that
17 amount. Thus, her temporary spousal amount amounts to \$1,850.00 per month if this
18 Court chooses not to follow the parties' separation agreement.

19 As with the child support issue, it is clear that Plaintiff is not honoring his prior
20 obligations to his previous family in order to provide obligations to his current significant
21 other and her children. It is clear from his course of dealings with Plaintiff that prior to
22 February 2015 Defendant was providing significantly more than \$810.00 dollars a month
23 in child support. It is also clear that Plaintiff is using the current divorce proceedings to
24

1 alter the financial arrangements in place between the parties. Plaintiff should not be
2 allowed use this litigation to adversely affect his wife and child's best interests. Thus,
3 this Court should grant Defendant's motion for temporary spousal support either in the
4 amount set forth in the separation agreement or in the amount of \$1,850.00 per month.
5

6 OPPOSITION TO COUNTERMOTION

7 **A. The Separation Agreement is a valid agreement that carries the force of law.**

8 Plaintiff has provided no valid reason to this Court why the Separation Agreement
9 is unenforceable in this case. NRS 48.105 strikes any statements made during settlement
10 negotiations for the purposes of liability. Yet, NRS 48.105 is inapplicable because the
11 issue here revolves enforcement of an agreement, not liability attached to the agreement.
12

13 Regarding the language of the agreement, the separation agreement does specify
14 that a party may complete the separation form "if you desire an attorney to prepare a
15 separation agreement," the form also states "the agreement will be binding and lasting"
16 and "no party should agree to terms he or she does not understand." In addition, the
17 agreement also provide that a party to the agreement is "free to discuss any concerns with
18 an attorney." To say that Plaintiff did not read the agreement is disingenuous because his
19 initials are located at several points in the agreement, a fact that Plaintiff does not deny in
20 his opposition. It is important to note that Plaintiff has not raised any other contract
21 defenses as to the enforceability of the agreement.
22

23
24 More importantly, both parties followed the terms of the agreement making it an
25 enforceable agreement. Nevada courts have recognized *de facto* agreements in divorce
26 cases to be binding on the parties. *See Potter v. Potter*, 121 Nev. 613, 618, 119 P.3d
27 1246, 1250 (2005). In addition, basic contract principles allow a settlement contract to
28

1 be enforceable if there has been a “meeting of the minds.” *May v. Anderson*, 121 Nev.
2 668, 672, 119 P.3d 1254, 1257 (2005). In fact, “[a] contract can be formed . . . when the
3 parties have agreed to the material terms, even though the contract's exact language is not
4 finalized until later.” *Id.*; see also *Mountain Shadows of Incline v. Kopsho*, 92 Nev. 599,
5 601, 555 P.2d 841, 842 (1976)(upheld the proposition that an oral contract is valid even
6 if a formal agreement was not later signed by the parties.).
7

8 Based on Plaintiff's admitted performance on the terms of the contract, the parties
9 had a valid and enforceable settlement agreement even though Plaintiff claims it may not
10 have constituted the final version of the agreement. Plaintiff's desire to set it aside at this
11 point is indicative that he simply no longer wishes to follow it for purposes of
12 convenience. Personal convenience, however, does not obviate one's obligations under
13 an agreement. As such, this Court should find that the Separation Agreement is a valid
14 agreement and enforce it to the fullest extent allowed under Nevada law.
15
16

17 **B. Plaintiff provides for no statutory or contractual basis to award attorney's**
18 **fees.**

19 The awarding of attorney's fees is an extraordinary remedy for when a party acts in
20 bad faith or fails to follow the rules. In this instance, there is no basis for the awarding of
21 attorney's fees because there was no violation of EDCR 5.11 or NRCP 56(g). First, the
22 parties agreed to a visitation schedule after Defendant filed her motion, making that basis
23 moot. Second, Plaintiff made clear in his demand letter that if Plaintiff did not agree to
24 his terms of a Disneyland visitation that he would seek relief through a Motion on an
25 Order Shortening Time. After Defendant filed the instant motion, Plaintiff requested that
26 it be heard on an order shortening time, a request this Court denied. Further, the
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1 absolute nature of Plaintiff's demand made any type of negotiation impossible.
2 Moreover, Plaintiff's hard stance against the martial settlement agreement and the
3 awarding of alimony strongly indicates that any negotiations would have been futile. If
4 anything, Plaintiff necessitated the filing of this motion through his ultimatum regarding
5 visitation. Finally, Plaintiff is not entitled to attorney's fees based on any potential
6 misstatements on Defendant's affidavit because Plaintiff has not proven that any
7 statement Defendant made was false. An award of attorney's fees certainly cannot be
8 granted without further evidence. As such, this Court should deny Plaintiff's request for
9 attorney's fees.
10
11

12 CONCLUSION

13 Based on the above, Defendant requests that this Court grants the entirety of the
14 relief she requested in the motion for temporary orders and deny Plaintiff's
15 countermotion.
16

17 Dated March 25, 2015.

18
19 BROOKS HUBLEY, LLP

20 By: /s/ Ramir Hernandez
21 Gregg A. Hubley, Esq.
22 Nevada Bar No. 7386
23 Ramir M. Hernandez, Esq.
24 Nevada Bar No. 13146
25 1645 Village Center Circle, Suite 200
26 Las Vegas, NV 89134
27 Attorneys for Defendant
28

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Hubley, LLP, 1645 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail, the **REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR TEMPORARY VISITATION AND CHILD SUPPORT AND TEMPORARY SPOUSAL SUPPORT; AND OPPOSITION TO COUNTERMOTION FOR VISITATION AND ATTORNEY'S FEES/SANCTIONS AND COSTS** on the following parties and those parties listed on the Court's Master List in said action:

Brooks Hubley, LLP

Contact

Dana K. Taylor
Efile desk at Brooks Hubley
Ramir M. Hernandez, Esq.

Email

dtaylor@brookshubley.com
efile@brookshubley.com
rhernandez@brookshubley.com

Standish Naimi Law Group

Contact

Angela Romero
Francesca M. Resch, Esq.
Jason Naimi, Esq.

Email

angela@standishnaimi.com
francesca@standishnaimi.com
jason@standishnaimi.com

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 26 day of MARCH, 2015, at Las Vegas, Nevada.

Dana K. Taylor
An Employee of BROOKS HUBLEY, LLP

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN
Plaintiff/Petitioner

-VS-

RAINA L. MARTIN
Defendant/Respondent

CASE NO. D-15-509045-D

DEPT. C

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/

Opposition:

☐ Plaintiff/Petitioner

☒ Defendant/Respondent

MOTION FOR/

OPPOSITION TO Reply and OPPOSITION to Counter Motion
FOR VISITATION AND ATTORNEY'S FEES

Notice

Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)

Excluded Motions/Oppositions

- ☒ Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (Within 10 days of Decree)
Date of Last Order _____
- ☐ Request for New Trial (Within 10 days of Decree)
Date of Last Order _____
- ☐ Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.

☐ Motion/Opp IS subject to \$25.00 filing fee

☒ Motion/Opp IS NOT subject to filing fee

Date: 3-26, 2015

DANA K. TAYLOR
Printed Name of Preparer

Dana K. Taylor
Signature of Preparer

16

16



CLERK OF THE COURT

1 **NOTC**

2 Jason Naimi, Esq.
3 Nevada State Bar No. 9441
4 Standish Naimi Law Group
5 A Professional Limited Liability Company
6 1635 Village Center Circle, Ste. 180
7 Las Vegas, NV 89134
8 Email: jason@standishnaimi.com
9 Tel: (702) 998-9344
10 Fax: (702) 998-7460
11 *Attorney for Plaintiff*

8 **DISTRICT COURT, FAMILY DIVISION**

9 **CLARK COUNTY, NEVADA**

10 ERICH M. MARTIN,

11 Plaintiff,

12 vs.

13 RAINA L. MARTIN,

14 Defendant.

CASE NO: D-15-509045-D
DEPT. NO.: C

**NOTICE OF TELEPHONIC
APPEARANCE**

15
16 TO: ALL PARTIES INTERESTED HEREIN:

17
18 Please be advised that Plaintiff, ERICH M. MARTIN, in the above-referenced matter
19 currently resides in Wyoming and therefore, will be appearing telephonically at the following phone
20 number: (719) 964-4784 for the Case Management Conference and Motion for Temporary
21 Visitation, et al. hearing set for April 1, 2015 at 9:00 a.m.

22 DATED this 27 day of March, 2015.

23
24
25 
26 Jason Naimi, Esq.
27 Nevada Bar No. 9441
28 1635 Village Center Circle, Ste. 180
Las Vegas, Nevada 89134
(702) 998-9344 Tel.
(702) 998-7460 Fax
Attorney for Plaintiff

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of STANDISH NAIMI LAW GROUP, located at 1635 Village Center Circle, Suite 180, Las Vegas, Nevada, 89134.

On March 27th, 2015, I served the foregoing, *NOTICE OF TELEPHONIC APPEARANCE*, on the following by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

☒ By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada: and/or


☒ Pursant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system: and/or

☐ Pursuant to EDCR 7.26, to be sent via facsimile; and/or

☐ To be hand-delivered to the attorneys listed below at the address and/or facsimile number indicated below:

Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
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rhernandez@brookshubley.com

Attorney for Defendant


ANGELA ROMERO
An employee of Standish Naimi Law Group

17

17

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

April 01, 2015

D-15-509045-D Erich M Martin, Plaintiff
vs.
Raina L Martin, Defendant.

April 01, 2015 9:00 AM All Pending Motions

HEARD BY: Burton, Rebecca L

COURTROOM: Courtroom 08

COURT CLERK: Victoria Pott

PARTIES:

Erich Martin, Plaintiff, Counter Defendant, Jason Naimi, Attorney, not present
present
Nathan Martin, Subject Minor, not present
Raina Martin, Defendant, Counter Claimant, Ramir Hernandez, Attorney, present
present

JOURNAL ENTRIES

- DEFT'S MOTION FOR TEMPORARY VISITATION AND CHILD SUPPORT AND TEMPORARY SPOUSAL SUPPORT...OPPOSITION TO DEFT'S MOTION FOR TEMPORARY VISITATION AND CHILD SUPPORT AND TEMPORARY SPOUSAL SUPPORT; AND COUNTERMOTION FOR VISITATION; AND FOR ATTY'S FEES/SANCTIONS AND COSTS...CASE MANAGEMENT CONFERENCE

Francesca Resch, Bar #13011, present on behalf of Jason Naimi for Plaintiff. Plaintiff present TELEPHONICALLY.

Court reviewed the history of the parties and the pleadings on file. Court noted, the separation agreement between the parties does not appear to be a final agreement as it is not notarized, nor is it dated. Further, the document was executed in Colorado. Therefore, the Court is not going to rely on the document as an enforceable agreement. Court further noted, Plaintiff is conceding primary physical custody to Defendant.

Arguments by counsel.

COURT ORDERED, parties REFERRED to Family Mediation Center (FMC) for MEDIATION. Plaintiff/Dad may participate TELEPHONICALLY. A Return Hearing is SET for 6/2/15 at 9:00 AM. Order for Family Mediation Center Services FILED IN OPEN COURT. In the interim, Plaintiff/Dad shall have VISITATION with the minor child for a period of two weeks commencing on 5/17/15. Should Plaintiff/Dad be unable to exercise his visitation during that time, parties shall agree on an alternate two-week period. Both parties shall be entitled to daily TELEPHONE OR SKYPE/FACETIME VISITATION with the child during their non-custodial time at 7:00 PM Pacific Standard Time. Should Plaintiff/Dad be unable to exercise his nightly visitation, it shall not be held against him.

The Case Management Conference is CONTINUED to 6/2/15 at 9:00 AM. Parties REFERRED to Settlement Masters Program to mediate the financial issues. Counsel shall mutually select the mediator. Parties shall exchange preliminary disclosures.

Prior to the return hearing, both parties shall complete the Seminar for Separating Parents, file a Certificate of Completion, provide a courtesy copy to the other party, and file proof of service.

Based on Plaintiff's/Dad's gross income of \$6,674.00 per month, Plaintiff/Dad shall pay Defendant/Mom TEMPORARY CHILD SUPPORT at the statutory maximum of \$806.00 per month plus an upward deviation of \$400.00 per month for the cost of child care, for a total of \$1,206.00 per month.

Plaintiff/Dad shall pay Defendant/Mom TEMPORARY SPOUSAL SUPPORT in the amount of \$1,000.00 per month. Therefore, Plaintiff/Dad shall pay Defendant/Mom \$2,206.00 per month (\$1,206.00 + \$1,000.00 = \$2,206.00).

Mr. Hernandez shall prepare the Order from today's hearing; Ms. Resch shall review and sign off.

6/2/15 9:00 AM Return Hearing (Mediation)

6/2/15 9:00 AM Case Management Conference

Clerk's Note: Subsequent to the hearing, the Court performed a recalculation and determined that Plaintiff's/Dad's one-half share of the child care cost was incorrectly stated as \$400.00 per month. The correct amount is \$500.00 per month. Therefore, Plaintiff/Dad shall pay Defendant/Mom a total of \$2,306.00 per month (\$806.00 + \$500.00 + \$1,000.00 = \$2,306.00). A copy of this revised Minute Order was placed in the attorney bins of respective counsel on 4/6/15. (vp)

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: April 01, 2015 11:00 AM Case Management Conference

PRINT DATE:	04/06/2015	Page 2 of 3	Minutes Date:	April 01, 2015
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June 02, 2015 9:00 AM Case Management Conference
Burton, Rebecca L
Courtroom 08
Pott, Victoria

June 02, 2015 9:00 AM Return Hearing
Burton, Rebecca L
Courtroom 08
Pott, Victoria

18

18

FILED IN OPEN COURT

April 1, 2015
STEVEN D. GRIERSON
CEO / CLERK OF THE COURT

OFFM

By: Victoria Pott
Deputy
VICTORIA POTT

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

MARTIN, ERICA

-vs-

MARTIN, RAINDA

Plaintiff

Defendant

Case No. P-15-509045-D

Department C

ORDER FOR FAMILY MEDIATION CENTER
SERVICES

IT IS HEREBY ORDERED that, in the spirit of preserving the parents' right to make decisions about the future best interest of their child(ren), the above-named parties will make every attempt to resolve their disputes.

IT IS FURTHER ORDERED that, if a Court Interpreter is needed, it is the parties responsibility to pay the interpreter at the time services are rendered, and the language needed is: _____

IT IS FURTHER ORDERED by the Court that, regarding the child(ren) at issue, the Family Mediation Center (FMC) shall:

X Provide Confidential Mediation PLTF MAY APPEAR TELEPHONICALLY
(When telephone mediation is ordered, one or both parties must reside out-of-state.)

_____ Include a Domestic Violence Protocol

_____ Interview Child(ren) _____

Issues: _____

_____ Reunify Parent/Child(ren) _____

IT IS FURTHER ORDERED that the cost of mediation will be assessed using a sliding scale based on each litigant's individual financial status with a maximum cost of \$300.00 per person. Child(ren) interviews are \$50.00 per child per litigant. Parent/Child(ren) reunifications are \$50.00 per litigant.

IT IS FURTHER ORDERED that the parties and/or their attorneys must report to the Family Mediation Center at 601 N. Pecos Road, Las Vegas, NV 89101, phone (702) 455-4186.

DATED this 1st day of APRIL, 2015.

This matter is reset for

Date: 4/2/15 Time: 9 AM

Attorney for Plaintiff: JASON NAIMI

Attorney for Defendant: RAMIR HERNANDEZ

Rebecca Burton
District Judge

REBECCA BURTON

19

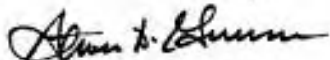
19

ORIGINAL

1 **ORDR**

2 Gregg A. Hubley, Esq.
3 Nevada Bar No. 7386
ghubley@brookshubley.com
4 Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
BROOKS HUBLEY, LLP
5 1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
6 Tel: (702) 851-1191
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rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

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CLERK OF THE COURT

7
8 **DISTRICT COURT**
9 **FAMILY DIVISION**
10 **CLARK COUNTY, NEVADA**

11 ERICH M. MARTIN

12 Plaintiff,

13 vs.

14 RAINA L. MARTIN,

15 Defendant.

Case No.: D-15-509045-D

Dept No.: C

ORDER

16 **ORDER FROM APRIL 1, 2015 HEARING**

17 This matter having come before the Court this 1st day of April, 2015, on
18 Defendant's Motion for Temporary Visitation and Child Support and Temporary Spousal
19 Support and Plaintiff's Countermotion for Visitation; and for Attorney's Fees/Sanctions
20 and Costs; the Plaintiff, RAINA MARTIN being present and represented by RAMIR M.
21 HERNANDEZ, ESQ. of the law firm of BROOKS HUBLEY, LLP; the Defendant,
22 ERICH MARTIN, being present telephonically and represented by FRANCESCA A.
23 RESCH, ESQ., of the law firm of STANDISH NAIMI LAW GROUP; The court having

BROOKS HUBLEY, LLP
1645 VILLAGE CENTER CIRCLE, SUITE 200, LAS VEGAS, NV 89134
TELEPHONE: (702) 851-1191 FAX: (702) 851-1198

1 reviewed the papers, pleadings, and exhibits on file herein, and having heard argument
2 from both counsel, and with good cause appearing,

3 **WHEREAS**, the Court finds that the separation agreement the parties signed does
4 not appear to be a final agreement, is not notarized, and is not dated. The Court will not
5 rely on the agreement as an enforceable agreement.

6 **WHEREAS**, the Court finds Plaintiff has conceded primary physical custody of
7 the minor child, Nathan Martin, to Defendant.

8 **WHEREAS**, the Court finds that Defendant is entitled to child support because of
9 the custody arrangement pursuant to NRS 125B.070.

10 **WHEREAS**, the Court finds that Defendant is entitled to temporary spousal
11 support.

12 **WHEREAS**, the Court finds Plaintiff is entitled to visitation time with the minor
13 child.

14 **NOW, THEREFOR;**

15 **IT IS HEREBY ORDERED AS FOLLOWS:**

16 1. The parties are granted temporary joint-legal custody of the minor child,
17 Nathan Martin.

18 2. Defendant is granted temporary primary physical custody of the minor child
19 subject to Plaintiff's visitation. Plaintiff's visitation shall consist of a two-week period
20 with the minor child beginning on May 17, 2015. Should Plaintiff be unable to exercise
21 his visitation during that time, the parties shall agree on an alternate two-week period.

22 3. During his or her non-custodial time with the minor child, each party is
23 entitled to a daily telephone, Skype, or FaceTime visitation with the child at 7:00 p.m.

1 Pacific Standard Time. Should Plaintiff not exercise his daily visitation, the Court shall
2 not hold it against him.

3 4. The parties are referred to the Settlement Master's Program to mediate the
4 financial issues in the case. Counsel shall mutually select a mediator.

5 5. The parties are referred to the Family Mediation Center for Mediation.
6 Plaintiff will be able to appear for the mediation telephonically.

7 6. The Case Management Conference is continued until June 2, 2015 at 9:00
8 a.m. The return hearing from the Family Mediation Center will be on the same date and
9 time.

10 7. Prior to the return hearing, both parties will complete the Seminar for
11 Separating Parents (COPE), file a Certificate of Completion, provide a courtesy copy to
12 the other party, and file proof of service.

13 8. Based on the parties' financial disclosure forms, Plaintiff shall pay
14 Defendant the statutory maximum of \$806.00 per month in child support with an upward
15 deviation of \$500.00 per month for childcare.

16 9. Plaintiff shall pay Defendant \$1,000.00 per month in temporary spousal
17 support.

18 10. Per the stipulation of the parties, the total amount of financial support from
19 Plaintiff to Defendant (\$2,306.00) shall be due on the first of each month.

20 11. The parties shall exchange preliminary disclosures pursuant to NRCP 16.2.

21 **NOTICE IS HEREBY GIVEN** that the parties are subject to the following:

22 1. The provisions of NRS 125C.200, which state:
23
24

1 If custody has been established and the custodial parent
2 intends to move his residence to a place outside of this state and to
3 take the child with him, he must, as soon as possible and before the
4 planned move, attempt to obtain the written consent of the
5 noncustodial parent to move the child from this state. If the
6 noncustodial parent refuses to give that consent, the custodial parent
7 shall, before he leaves this state with the child, petition the court for
8 permission to move the child. The failure of a parent to comply with
9 the provisions of this section may be considered as a factor if a
10 change of custody is requested by the noncustodial parent.

- 11 2. The provisions of NRS 125.510(6), which state:

12 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
13 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION
14 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D
15 FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides
16 that every person having a limited right of custody to a child or any
17 parent having no right of custody to the child who willfully detains,
18 conceals or removes the child from a parent, guardian or other person
19 having lawful custody or a right of visitation of the child in violation
20 of an order of this court, or removes the child from the jurisdiction of
21 the court without the consent of either the court or all persons who
22 have the right to custody or visitation is subject to being punished for
23 a category D felony as provided in NRS 193.130.

- 24 3. The provisions of NRS 125.510(7) and (8), which state:

The terms of the Hague Convention of October 25, 1980,
adopted by the 14th Session of the Hague Conference on Private
International Law, apply if a parent abducts or wrongfully retains a
child in a foreign country. For the purposes of applying the terms of
the Hague Convention, the United States of America is the country of
habitual residence of the children subject to this Order.

4. The provisions of NRS 125B.145, which state:

An award of child support shall be reviewed by the court at
least every three (3) years to determine whether the award should be
modified. The review will be conducted upon the filing of a request
by a (1) parent or legal guardian of the child; or (2) the Nevada State
Welfare Division or the District Attorney's Office, if the Division of
the District Attorney has jurisdiction over the case.

5. The provisions of NRS 125.450(2), which state:

The wages and commissions of the parent responsible for paying support shall be subject to assignment or withholding for the purpose of payment of the foregoing obligation of support as provided in NRS 31A.025 through 31A.240, inclusive.

IT IS SO ORDERED this 5 day of May, 2015.



DISTRICT COURT JUDGE vp

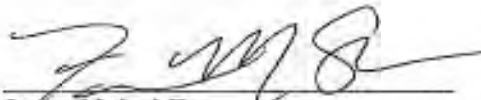
Submitted by:
Date: April 29, 2015

Reviewed as to form and content by:
Date: April 29, 2015

BROOKS HUBLEY, LLP

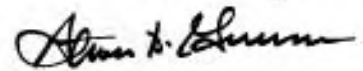
STANDISH NAIMI LAW GROUP


Gregg A. Hubley, Esq.
Nevada Bar No. 7386
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorneys for Defendant, Raina Martin


Jason Naimi Esq.
Nevada Bar No. 9441
Francesca M. Resch, Esq.
Nevada Bar No. 13011
1635 Village Center Circle, Suite 180
Las Vegas, NV 89134
Attorneys for Plaintiff, Erich Martin

20

20



CLERK OF THE COURT

1 **NOEL**
2 Gregg A. Hubley, Esq.
3 Nevada Bar No. 7386
4 ghubley@brookshubley.com
5 Ramir M. Hernandez, Esq.
6 Nevada Bar No. 13146
7 BROOKS HUBLEY, LLP
8 1645 Village Center Circle, Suite 200
9 Las Vegas, NV 89134
10 Tel: (702) 851-1191
11 Fax: (702) 851-1198
12 rhernandez@brookshubley.com
13 *Attorney for Defendant, Raina L. Martin*

14 **DISTRICT COURT**
15 **FAMILY DIVISION**
16 **CLARK COUNTY, NEVADA**

17 ERICH M. MARTIN

18 Plaintiff,

19 vs.

20 RAINA L. MARTIN,

21 Defendant.

Case No.: D-15-509045-D
Dept No.: C

22 **NOTICE OF ENTRY OF ORDER**

23 TO: All Interested Parties.

24 PLEASE TAKE NOTICE that an **Order from April 1, 2015 Hearing** was entered in the
above-entitled action on May 6, 2015,

///

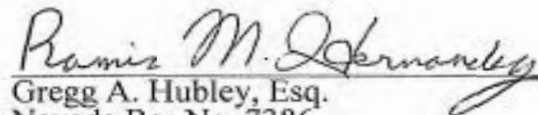
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1 a copy of which is attached hereto.

2 Dated this 6th day of May, 2015.

3 BROOKS HUBLEY, LLP

4 
5 Gregg A. Hubley, Esq.

6 Nevada Bar No. 7386

7 Ramir M. Hernandez, Esq.

8 Nevada Bar No. 13146

9 1645 Village Center Circle, Suite 200

10 Las Vegas, Nevada 89134

11 Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, the *Notice of Entry of Order* via the Eighth Judicial District Court electronic filing system and in place of service by mail, the on the following parties and those parties listed on the Court's Master List in said action:

Brooks Hubley, LLP

Contact

Dana K. Taylor
Efile desk at Brooks Hubley
Ramir M. Hernandez, Esq.

Email

dtaylor@brookshubley.com
efile@brookshubley.com
rmhernandez@brookshubley.com

Standish Naimi Law Group

Contact

Angela Romero
Francesca M. Resch, Esq.
Jason Naimi, Esq.

Email

angela@standishnaimi.com
francesca@standishnaimi.com
jason@standishnaimi.com

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 6th day of May, 2015, at Las Vegas, Nevada.

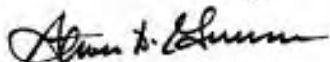
Dana K. Taylor
An Employee of BROOKS HUBLEY, LLP

ORIGINAL

1 **ORDR**

2 Gregg A. Hubley, Esq.
3 Nevada Bar No. 7386
ghubley@brookshubley.com
4 Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
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Fax: (702) 851-1198
6 rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

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CLERK OF THE COURT

7
8 **DISTRICT COURT**
9 **FAMILY DIVISION**
10 **CLARK COUNTY, NEVADA**

11 ERICH M. MARTIN

12 Plaintiff,

13 vs.

14 RAINA L. MARTIN,

15 Defendant.

Case No.: D-15-509045-D
Dept No.: C

ORDER

16 **ORDER FROM APRIL 1, 2015 HEARING**

17 This matter having come before the Court this 1st day of April, 2015, on
18 Defendant's Motion for Temporary Visitation and Child Support and Temporary Spousal
19 Support and Plaintiff's Countermotion for Visitation; and for Attorney's Fees/Sanctions
20 and Costs; the Plaintiff, RAINA MARTIN being present and represented by RAMIR M.
21 HERNANDEZ, ESQ. of the law firm of BROOKS HUBLEY, LLP; the Defendant,
22 ERICH MARTIN, being present telephonically and represented by FRANCESCA A.
23 RESCH, ESQ., of the law firm of STANDISH NAIMI LAW GROUP; The court having

BROOKS HUBLEY, LLP
1645 VILLAGE CENTER CIRCLE, SUITE 200, LAS VEGAS, NV 89134
TELEPHONE: (702) 851-1191 FAX: (702) 851-1198

1 reviewed the papers, pleadings, and exhibits on file herein, and having heard argument
2 from both counsel, and with good cause appearing,

3 **WHEREAS**, the Court finds that the separation agreement the parties signed does
4 not appear to be a final agreement, is not notarized, and is not dated. The Court will not
5 rely on the agreement as an enforceable agreement.

6 **WHEREAS**, the Court finds Plaintiff has conceded primary physical custody of
7 the minor child, Nathan Martin, to Defendant.

8 **WHEREAS**, the Court finds that Defendant is entitled to child support because of
9 the custody arrangement pursuant to NRS 125B.070.

10 **WHEREAS**, the Court finds that Defendant is entitled to temporary spousal
11 support.

12 **WHEREAS**, the Court finds Plaintiff is entitled to visitation time with the minor
13 child.

14 **NOW, THEREFOR;**

15 **IT IS HEREBY ORDERED AS FOLLOWS:**

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17 Nathan Martin.

18 2. Defendant is granted temporary primary physical custody of the minor child
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21 his visitation during that time, the parties shall agree on an alternate two-week period.

22 3. During his or her non-custodial time with the minor child, each party is
23 entitled to a daily telephone, Skype, or FaceTime visitation with the child at 7:00 p.m.

1 Pacific Standard Time. Should Plaintiff not exercise his daily visitation, the Court shall
2 not hold it against him.

3 4. The parties are referred to the Settlement Master's Program to mediate the
4 financial issues in the case. Counsel shall mutually select a mediator.

5 5. The parties are referred to the Family Mediation Center for Mediation.
6 Plaintiff will be able to appear for the mediation telephonically.

7 6. The Case Management Conference is continued until June 2, 2015 at 9:00
8 a.m. The return hearing from the Family Mediation Center will be on the same date and
9 time.

10 7. Prior to the return hearing, both parties will complete the Seminar for
11 Separating Parents (COPE), file a Certificate of Completion, provide a courtesy copy to
12 the other party, and file proof of service.

13 8. Based on the parties' financial disclosure forms, Plaintiff shall pay
14 Defendant the statutory maximum of \$806.00 per month in child support with an upward
15 deviation of \$500.00 per month for childcare.

16 9. Plaintiff shall pay Defendant \$1,000.00 per month in temporary spousal
17 support.

18 10. Per the stipulation of the parties, the total amount of financial support from
19 Plaintiff to Defendant (\$2,306.00) shall be due on the first of each month.

20 11. The parties shall exchange preliminary disclosures pursuant to NRCP 16.2.

21 **NOTICE IS HEREBY GIVEN** that the parties are subject to the following:

22 1. The provisions of NRS 125C.200, which state:
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1 If custody has been established and the custodial parent
2 intends to move his residence to a place outside of this state and to
3 take the child with him, he must, as soon as possible and before the
4 planned move, attempt to obtain the written consent of the
5 noncustodial parent to move the child from this state. If the
6 noncustodial parent refuses to give that consent, the custodial parent
7 shall, before he leaves this state with the child, petition the court for
8 permission to move the child. The failure of a parent to comply with
9 the provisions of this section may be considered as a factor if a
10 change of custody is requested by the noncustodial parent.

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14 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D
15 FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides
16 that every person having a limited right of custody to a child or any
17 parent having no right of custody to the child who willfully detains,
18 conceals or removes the child from a parent, guardian or other person
19 having lawful custody or a right of visitation of the child in violation
20 of an order of this court, or removes the child from the jurisdiction of
21 the court without the consent of either the court or all persons who
22 have the right to custody or visitation is subject to being punished for
23 a category D felony as provided in NRS 193.130.

- 24 3. The provisions of NRS 125.510(7) and (8), which state:

The terms of the Hague Convention of October 25, 1980,
adopted by the 14th Session of the Hague Conference on Private
International Law, apply if a parent abducts or wrongfully retains a
child in a foreign country. For the purposes of applying the terms of
the Hague Convention, the United States of America is the country of
habitual residence of the children subject to this Order.

4. The provisions of NRS 125B.145, which state:

An award of child support shall be reviewed by the court at
least every three (3) years to determine whether the award should be
modified. The review will be conducted upon the filing of a request
by a (1) parent or legal guardian of the child; or (2) the Nevada State
Welfare Division or the District Attorney's Office, if the Division of
the District Attorney has jurisdiction over the case.

5. The provisions of NRS 125.450(2), which state:

The wages and commissions of the parent responsible for paying support shall be subject to assignment or withholding for the purpose of payment of the foregoing obligation of support as provided in NRS 31A.025 through 31A.240, inclusive.

IT IS SO ORDERED this 5 day of May, 2015.



DISTRICT COURT JUDGE vp

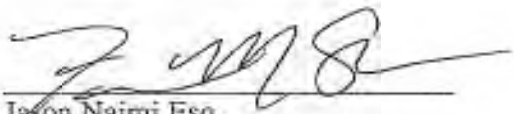
Submitted by:
Date: April 29, 2015

Reviewed as to form and content by:
Date: April 29, 2015

BROOKS HUBLEY, LLP

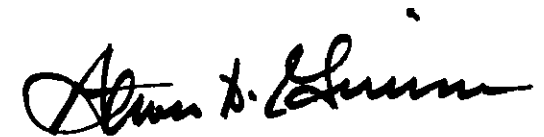
STANDISH NAIMI LAW GROUP


Gregg A. Hubley, Esq.
Nevada Bar No. 7386
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorneys for Defendant, Raina Martin


Jason Naimi Esq.
Nevada Bar No. 9441
Francesca M. Resch, Esq.
Nevada Bar No. 13011
1635 Village Center Circle, Suite 180
Las Vegas, NV 89134
Attorneys for Plaintiff, Erich Martin

21

21



CLERK OF THE COURT

1 **NOTC**

2 Jason Naimi, Esq.
3 Nevada Bar No. 9441
4 jason@standishnaimi.com
5 Standish Naimi Law Group
6 1635 Village Center Circle, Suite 180
7 Las Vegas, Nevada 89134
8 Tele: (702) 998-9344
9 Fax: (702) 998-7460
10 *Attorneys for Plaintiff*

11 **DISTRICT COURT, FAMILY DIVISION**

12 **CLARK COUNTY, NEVADA**

13 ERICH M. MARTIN,
14
15 Plaintiff,

Case No.: D-15-509045-D

16 v.

Dept. No.: C

17 RAINA L. MARTIN,
18
19 Defendant.

20 **NOTICE OF SEMINAR COMPLETION – EDCR 5.07**

21 Please see attached as Plaintiff, ERICH M. MARTIN's EDCR 5.07 Notice of Seminar
22 Completion.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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THE CENTER FOR DIVORCE EDUCATION'S
CHILDREN IN BETWEEN

Online Parent Education for Divorcing Families
(Formerly: Children in the Middle Online)

Given this 12th day of May, 2015

THIS CERTIFIES THAT

Erich Martin

has successfully completed the required 4-5 hour course of study on parent education for divorcing families,
requested by the

Court of Clark County, Nevada

and is therefore awarded this

CERTIFICATE OF COMPLETION

CASE NUMBER: D-15-509045-D

COUNTY: Clark STATE: Nevada

STUDENT SUCCESSFULLY PASSED ALL FIVE
QUIZZES & ONE FINAL EXAM WITH A
CUMULATIVE SCORE OF 89.2%

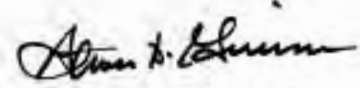


Donald A. Gordon

DONALD A. GORDON, PH.D.
DIRECTOR, CENTER FOR DIVORCE EDUCATION
1005 EAST STATE STREET, SUITE G
ATHENS, OH 45701

22

22


CLERK OF THE COURT

RCCM
Jason Naimi, Esq.
Nevada State Bar No. 9441
Standish Naimi Law Group
1635 Village Center Circle, Ste. 180
Las Vegas, NV 89134
Email: jason@standishnaimi.com
Tel: (702) 998-9344
Fax: (702) 998-7460
Attorney for Plaintiff

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

ERICH M. MARTIN,

Plaintiff,

CASE NO: D-15-509045-D

DEPT. NO.: C

vs.,

RAINA L. MARTIN,

Defendant.

REPLY TO COUNTERCLAIM FOR DIVORCE

COMES NOW Plaintiff, ERICH H. MARTIN (hereinafter "Erich"), by and through his attorney of record, JASON NAIMI, ESQ., of STANDISH NAIMI LAW GROUP, and hereby submits his Reply to Counterclaim for Divorce as follows:

1. Answering Paragraphs I, II, III, IV, and V, of Defendant/Counterclaimant's Counterclaim for Divorce, Erich admits the allegations contained therein.

2. Answering Paragraphs VIII and XI of Defendant/Counterclaimant's Counterclaim, Erich denies the allegations contained therein.

3. Answering Paragraph VI of Defendant/Counterclaimant's Counterclaim, Erich admits he is capable of paying child support for the parties' minor child pursuant to NRS 125B.070 and NRS 125B.080, which sets forth that support for one minor child shall equal eighteen percent (18%) of Erich's gross monthly income, which is a reasonable amount of support and maintenance of said

1 minor child. Erich further admits that good cause exists not to issue a wage withholding order at this
2 time. With respect to the remaining allegations contained in Paragraph VI of
3 Defendant/Counterclaimant's Counterclaim, Erich denies each and every remaining allegation
4 contained therein.

5
6 4. Answering Paragraph VII of Defendant/Counterclaimant's Counterclaim, Erich
7 admits he shall maintain medical, optical, and dental insurance for the minor child as long as such
8 coverage is available through his employment. With respect to the remaining allegations contained
9 in Paragraph VII of Defendant/Counterclaimant's Counterclaim, Erich denies each and every
10 remaining allegation contained therein.

11 5. Answering Paragraph IX of Defendant/Counterclaimant's Counterclaim, Erich is
12 without sufficient information to ascertain the truth of the allegations contained therein and
13 therefore, denies the allegations contained in said Paragraph IX.

14 6. Answering Paragraph X of Defendant/Counterclaimant's Counterclaim, Erich is
15 without sufficient information to ascertain the truth of the allegations contained therein and
16 therefore, denies the allegations contained in said Paragraph X.

17
18 DATED this 15th day of May, 2015

19 Respectfully Submitted,

20 STANDISH NAIMI LAW GROUP

21
22
23 By: 

24 Jason Naimi, Esq.

25 Nevada Bar No. 9441

26 Francesca M. Resch, Esq.

27 Nevada Bar No. 13011

28 1635 Village Center Circle, Ste. 180

Las Vegas, NV 89134

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of STANDISH NAIMI LAW GROUP, located at 1635 Village Center Circle, Suite 180, Las Vegas, Nevada, 89134.

On May 15, 2015, I served the foregoing, **PLAINTIFF, ERICH M. MARTIN'S INITIAL 16.2 DISCLOSURE OF DOCUMENTS AND WITNESSES**, on the following by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

☒ By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or


☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system; and/or

☐ Pursuant to EDCR 7.26, to be sent via facsimile; and/or

☐ To be hand-delivered to the attorneys listed below at the address and/or facsimile number indicated below:

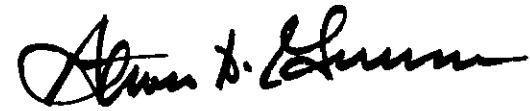
Ramir M. Hernandez, Esq.
BROOKS HUBLEY, LLP
1645 Village Center Circle, Ste. 200
Las Vegas, NV 89134
(702) 851-1191 Phone
(702) 851-1198 Fax
rmhernandez@brookshubley.com

Attorney for Defendant


An employee of Standish Naimi Law Group

23

23



CLERK OF THE COURT

1 **NOTC**
Gregg A. Hubley, Esq.
2 Nevada Bar No. 7386
E-mail: ghubley@brookshubley.com
Ramir M. Hernandez, Esq.
3 Nevada Bar No. 13146
E-mail: rhernandez@brookshubley.com
4 **BROOKS HUBLEY, LLP**
1645 Village Center Circle, Suite 200
5 Las Vegas, NV 89134
Tel: (702) 851-1191
6 Fax: (702) 851-1198
Attorneys for Defendant, Raina L. Martin

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

10 ERICH M. MARTIN

Case No.: D-15-509045-D
Dept No.: C

11 Plaintiff,

12 vs.

13 RAINA L. MARTIN,

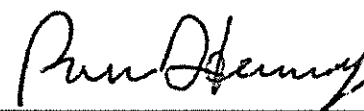
14 Defendant.

15 **NOTICE OF SEMINAR COMPLETION - EDCR 5.07**

16 PLEASE TAKE NOTICE that the Defendant, Raina L. Martin successfully
17 completed the mandatory divorce education seminar on May 21, 2015. The certificate of
18 completion is attached.

19 Dated this 26th day of May, 2015.

20 **BROOKS HUBLEY, LLP**



21 Ramir M. Hernandez, Esq.
22 Nevada Bar No. 13146
23 Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, the *Notice of Seminar Completion* via the Eighth Judicial District Court electronic filing system and in place of service by mail, the on the following parties and those parties listed on the Court's Master List in said action:

Brooks Hubley, LLP

Contact

Email

Dana K. Taylor

dtaylor@brookshubley.com

Efile desk at Brooks Hubley

efile@brookshubley.com

Ramir M. Hernandez, Esq.

rhernandez@brookshubley.com

Standish Naimi Law Group

Contact

Email

Angela Romero

angela@standishnaimi.com

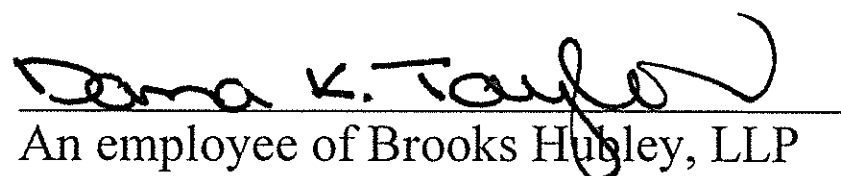
Francesca M. Resch, Esq.

francesca@standishnaimi.com

Jason Naimi, Esq.

jason@standishnaimi.com

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 26th day of May, 2015, at Las Vegas, Nevada.


An employee of Brooks Hubley, LLP

THE CENTER FOR DIVORCE EDUCATION'S
CHILDREN IN BETWEEN

Online Parent Education for Divorcing Families
(Formerly: Children in the Middle Online)

Given this 21st day of May, 2015

THIS CERTIFIES THAT

Raina Martin

has successfully completed the required 4-5 hour course of study on parent education for divorcing families,
requested by the

Court of Clark County, Nevada

and is therefore awarded this

CERTIFICATE OF COMPLETION

CASE NUMBER: D-15509045-D

COUNTY: **Clark** STATE: **Nevada**

STUDENT SUCCESSFULLY PASSED ALL FIVE
QUIZZES & ONE FINAL EXAM WITH A
CUMULATIVE SCORE OF **85.7%**

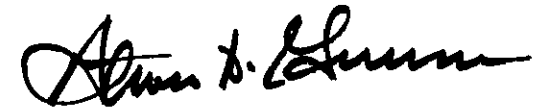


Donald A. Gordon

DONALD A. GORDON, PH.D.
DIRECTOR, CENTER FOR DIVORCE EDUCATION
1005 EAST STATE STREET, SUITE G
ATHENS, OH 45701

24

24



CLERK OF THE COURT

1 **ROC**
2 Jason Naimi, Esq.
3 Nevada State Bar No. 9441
4 Standish Naimi Law Group
5 1635 Village Center Circle, Ste. 180
6 Las Vegas, NV 89134
7 Email: jason@standishnaimi.com
8 Tel: (702) 998-9344
9 Fax: (702) 998-7460
10 *Attorney for Plaintiff*

7 **DISTRICT COURT, FAMILY DIVISION**

8 **CLARK COUNTY, NEVADA**

9 ERICH M. MARTIN,

10 Plaintiff,

CASE NO: D-15-509045-D

DEPT. NO.: C

11 vs.

12 RAINA L. MARTIN,

13 Defendant.

14 **RECEIPT OF COPY**

15
16 RECEIPT OF COPY is hereby acknowledged of *PLAINTIFF, ERICH M. MARTIN'S*
17 *INITIAL 16.2 DISCLOSURE OF DOCUMENTS AND WITNESSES.*

18
19 BROOKS HUBLEY, LLP

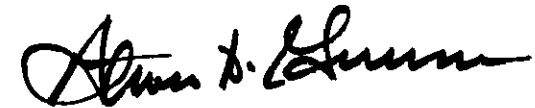
20
21 By: _____

22 Ramir M. Hernandez, Esq.
23 Nevada Bar No. 13146
24 1645 Village Center Circle, Ste. 200
25 Las Vegas, Nevada 89134
26 *Attorney for Defendant*
27
28

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

25

25



CLERK OF THE COURT

1 **ROC**
2 Jason Naimi, Esq.
3 Nevada State Bar No. 9441
4 Standish Naimi Law Group
5 1635 Village Center Circle, Ste. 180
6 Las Vegas, NV 89134
7 Email: jason@standishnaimi.com
8 Tel: (702) 998-9344
9 Fax: (702) 998-7460
10 *Attorney for Plaintiff*

7 **DISTRICT COURT, FAMILY DIVISION**

8 **CLARK COUNTY, NEVADA**

9 ERICH M. MARTIN,

10 *Plaintiff,*

CASE NO: D-15-509045-D

DEPT. NO.: C

11 *vs.*

12 RAINA L. MARTIN,

13 *Defendant.*

14 **RECEIPT OF COPY**

15 RECEIPT OF COPY is hereby acknowledged this 7 day of June, 2015, of *PLAINTIFF,*
16 *ERICH M. MARTIN'S FIRST SUPPLEMENTAL 16.2 DISCLOSURE OF DOCUMENTS AND*
17 *WITNESSES.*

18 **BROOKS HUBLEY, LLP**

19
20
21
22 By: 

23 Ramir M. Hernandez, Esq.
24 Nevada Bar No. 13146
25 1645 Village Center Circle, Ste. 200
26 Las Vegas, Nevada 89134
27 *Attorney for Defendant*
28

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

26

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

June 02, 2015

D-15-509045-D Erich M Martin, Plaintiff
vs.
Raina L Martin, Defendant.

June 02, 2015 9:00 AM All Pending Motions

HEARD BY: Burton, Rebecca L**COURTROOM:** Courtroom 08**COURT CLERK:** Victoria Pott**PARTIES:**

Erich Martin, Plaintiff, Counter Defendant, not present Jason Naimi, Attorney, not present
Nathan Martin, Subject Minor, not present
Raina Martin, Defendant, Counter Claimant, not present Ramir Hernandez, Attorney, not present

JOURNAL ENTRIES

- RETURN HEARING: FMC (MEDIATION)...CASE MANAGEMENT CONFERENCE

Francesca Resch, Bar #13011, present on behalf of Jason Naimi for Plaintiff.

Ms. Resch represented the parties reached an agreement resolving all issues, and a Decree of Divorce is forthcoming.

COURT ORDERED, counsel shall submit the Decree of Divorce within 30 days. Should the parties fail to finalize the agreement, counsel shall request a Case Management Conference be placed back on calendar.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

PRINT DATE:	06/02/2015	Page 1 of 2	Minutes Date:	June 02, 2015
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DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ERICH M. MARTIN,

Plaintiff,

vs.

Case No. D-15-509045-D

Dept. No. "C"

RAINA MARTIN


Defendant.

ORDER TO SHOW CAUSE RE: ORDER FROM JUNE 2, 2015
HEARING

It appears to the Court that Francesca Resch, Esq., on behalf of Jason Naimi, Esq., was directed by the Judge to prepare the Decree from the June 2, 2015 hearing. Correspondence and phone calls reminding ~~Counsel~~ have been sent/made; therefore:

IT IS HEREBY ORDERED that Francesca Resch, Esq., and Ramir Hernandez, Esq. are directed to appear before the Court on **October 28, 2015 at the hour of 11:00 A.M. in Department C** to show cause, if any they have, why the Order from the June 2, 2015, hearing has not been submitted to this Court in accordance with EDCR 7.21, and impose Sanctions for failure to comply with the Court's Order.

DATED this 5th day of October 2015.


REBECCA L. BURTON
DISTRICT COURT JUDGE
FAMILY DIVISION-DEPT. C

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CERTIFICATE OF MAILING

I hereby certify that on this 8th day of October, 2015, I caused to be delivered to the Clerk's Office a copy of the **ORDER TO SHOW CASE RE: ORDER FROM June 2, 2015 HEARING** upon which postage was fully prepaid and addressed to:

Francesca Resch, Esq.
Standish Naimi
1635 Village Center Cir.#180
Las Vegas, Nevada 89134

Ramir Hernandez, Esq.
Brooks Hubley
1635 Village Center Cir. #200
Las Vegas, Nevada 89134



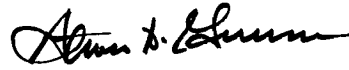
Dawna Richert
Judicial Executive Assistant to the
Honorable Rebecca L. Burton

28

28

MOT

1 Jason Naimi, Esq.
Nevada State Bar No. 9441
2 Francesca M. Resch, Esq.
Nevada State Bar No. 13011
3 Standish Naimi Law Group
A Professional Limited Liability Company
4 1635 Village Center Circle, Ste. 180
Las Vegas, NV 89134
5 Email: jason@standishnaimi.com
Tel: (702) 998-9344
6 Fax: (702) 998-7460
Attorney for Plaintiff



CLERK OF THE COURT

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

8 ERICH M. MARTIN,
9
10 Plaintiff,

CASE NO.: D-15-509045-D

11 v.

DEPT. NO.: C

12 RAINA MARTIN,
13 Defendant.

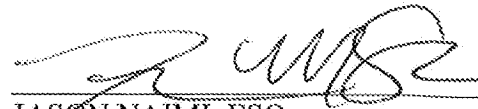
MOTION TO WITHDRAW AS COUNSEL OF RECORD

15 COMES NOW, the undersigned, and moves this Honorable Court for an order allowing
16 movant to withdraw as counsel for Plaintiff, ERICH M. MARTIN.

17 This Motion is based upon all the files and pleadings in this case, the following Points and
18 Authorities, and upon the Affidavit of Jason Naimi, Esq. attached hereto and by this reference made
19 a part hereof.

20 DATED this 13 day of October, 2015.

STANDISH NAIMI LAW GROUP.



JASON NAIMI, ESQ.
Nevada Bar No. 9441
FRANCESCA M. RESCH, ESQ.
Nevada Bar No. 13011
STANDISH NAIMI LAW GROUP.
1635 Village Center Circle Suite 180
Las Vegas, Nevada 89134
Telephone: 702.998.9344
Facsimile: 702.998.7460
Attorney for Plaintiff

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

NOTICE OF MOTION

TO: RAINA MARTIN, Defendant;
TO: RAMIR HERNANDEZ, ESQ, attorney for Defendant; and
TO: ERICH M. MARTIN, Plaintiff.

PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion to Withdraw as Counsel of Record on for hearing before the above-entitled Court on the 8th day of December, 2015, at the hour of 9:00 a.m., or as soon thereafter as counsel may be heard.

DATED this 13 day of October, 2015.

STANDISH NAIMI LAW GROUP.



JASON NAIMI, ESQ.
Nevada Bar No. 9441
FRANCESCA M. RESCH, ESQ.
Nevada Bar No. 13011
STANDISH NAIMI LAW GROUP.
1635 Village Center Circle Suite 180
Las Vegas, Nevada 89134
Telephone: 702.998.9344
Facsimile: 702.998.7460
Attorney for Plaintiff

POINTS AND AUTHORITIES

ERICH M. MARTIN, Plaintiff, obtained Movant to represent him in the above-referenced action. Movant has filed several pleadings and appeared before this Court on multiple occasions on his behalf. There is an Order to Show Cause hearing set to be heard on October 28, 2015, regarding the submission of the final Decree of Divorce, but there are currently no pending Motions or discovery requests that would burden Plaintiff's case at this time. Plaintiff has refused to execute the Decree of Divorce resulting from an agreement reached at the settlement conference that took place on June 1, 2015, which was subsequently put on the record in the instant Court on June 2, 2015. In addition, Plaintiff has not responded to any recent communication attempts made to him by our firm regarding the execution of same. Therefore, Movant respectfully requests that this court grant

1 Movant's Motion to withdraw from this case as attorney for said Plaintiff.

2 Rule 46 of the Supreme Court Rules states, in pertinent part:

3 The attorney in an action or special proceeding may be
4 changed at any time before judgment or final
determination as follows:

5 1. "Upon the order of the Court or judge thereof
6 on the application of the attorney or the client."

7 Rule 7.40 (b)(2)(I) of the Eighth Judicial District Court Rules states:

8 If the application is made by the attorney, he shall
9 include in an affidavit the address, or last known
10 address, at which the client may be served with notice
of further proceedings taken in the case in the event the
11 application for withdrawal is granted, and he shall
serve a copy of the application upon the client and all
other parties to the action or their attorneys.

12 The last known address for Plaintiff is 1012 E. Lyons Street, Laramie, WY 82072, with a
13 phone number of (719) 964-4784. Plaintiff may be served at this address. Plaintiff's interest will not
14 be jeopardized should the Court grant movant's request. Therefore, Movant requests that this Court
15 grant Movant's motion.

16 Respectfully Submitted By,
17 STANDISH NAIMI LAW GROUP.

18 
19 JASON NAIMI, ESQ.
20 Nevada Bar No. 9441
FRANCESCA M. RESCH, ESQ.
21 Nevada Bar No. 13011
STANDISH NAIMI LAW GROUP.
22 1635 Village Center Circle Suite 180
Las Vegas, Nevada 89134
23 Telephone: 702.998.9344
Facsimile: 702.998.7460
24 Attorney for Plaintiff

AFFIDAVIT OF FRANCESCA M. RESCH, ESQ.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

FRANCESCA M. RESCH, being first duly sworn, deposes and says:

1. I am an attorney duly licensed to practice law in the State of Nevada. I am counsel of record for Plaintiff, ERICH M. MARTIN, in the above-entitled action. I have personal knowledge of the facts contained herein and am competent to testify thereto.

2. ERICH M. MARTIN, obtained Movant to represent him in the above-referenced action.

3. That Affiant has filed several pleadings and appeared before this Court on multiple occasions on Plaintiff's behalf. There is an Order to Show Cause hearing set to be heard on October 28, 2015, regarding the submission of the final Decree of Divorce, but there are currently no pending Motions or discovery requests that would burden Defendant's case at this time.

4. Plaintiff has refused to execute the Decree of Divorce resulting from an agreement reached at the settlement conference that took place on June 1, 2015, which was subsequently put on the record in the instant Court on June 2, 2015. In addition, Plaintiff has not responded to any recent communication attempts made to him by our firm regarding the execution of same.

5. That Affiant respectfully requests that this court grant Affiant's Motion to withdraw from this case as attorney for said Plaintiff.

6. That the last known address for Plaintiff is 1012 E. Lyons Street, Laramie, WY 82072, with a phone number of (719) 964-4784. Plaintiff may be served at this address.

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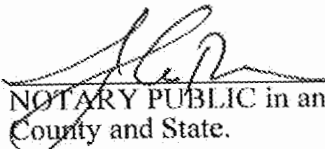
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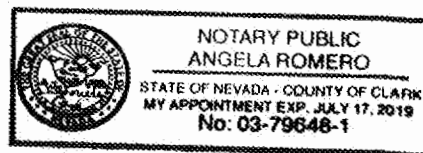
1 7. That Plaintiff's interest will not be jeopardized should the Court grant Affiant's
2 request.

3 DATED this 13 day of October, 2015.

4
5 
6 FRANCESCA M. RESCH, ESQ.

7 SUBSCRIBED AND SWORN to before me
8 this 13th day of October, 2015

9 
10 NOTARY PUBLIC in and for said
11 County and State.



MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Erich M. Martin,
Plaintiff/Petitioner

Rachel Martin,
Defendant/Respondent

Case No. D-15-509045-D

Dept. C

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

-OR-

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

☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.

☐ Other Excluded Motion (must specify) _____.

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

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

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

-OR-

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

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

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

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

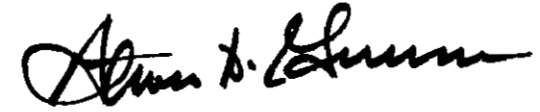
Party filing Motion/Opposition: Plaintiff's counsel Date 10/13/15

Signature of Party or Preparer [Signature]

RA000157

29

29



CLERK OF THE COURT

EXMT
Jason Naimi, Esq.
Nevada Bar No. 9441
jason@standishnaimi.com
Francesca M. Resch, Esq.
Nevada Bar No. 13011
francesca@standishnaimi.com
STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
Tele: (702) 998-9344
Fax: (702) 998-7460
Attorneys for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN,

Plaintiff,

v.

RAINA MARTIN,

Defendant.

CASE NO.: D-15-509045-D

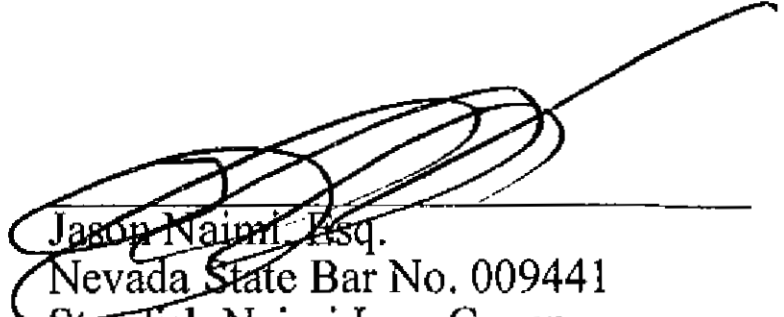
DEPT. NO.: C

EX PARTE MOTION FOR AN ORDER SHORTENING TIME

COMES NOW Jason Naimi, Esq., of Standish Naimi Law Group, and hereby files a Motion for an Order Shortening Time pursuant to EDCR 5.31, and requests that this Court shorten time in which to hear Jason Naimi's Motion to Withdraw as Counsel of Record for Plaintiff.

This application is based upon the pleadings and papers on file and the affidavit of counsel attached hereto.

DATED this 14 day of October, 2015.



Jason Naimi, Esq.
Nevada State Bar No. 009441
Standish Naimi Law Group
1635 Village Center Circle, Ste. 180
Las Vegas, NV 89134
Tel: (702) 998-9344
Attorney for Plaintiff

STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

**AFFIDAVIT OF COUNSEL IN SUPPORT OF MOTION
FOR AN ORDER SHORTENING TIME**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

JASON NAIMI, ESQ., first being duly sworn, deposes and says:

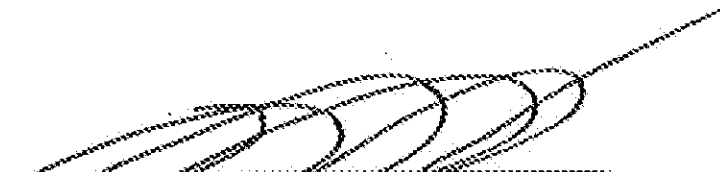
1. That I am an attorney licensed to practice in the State of Nevada and I am counsel for the Plaintiff, Erich M. Martin, in the above-referenced action; that by virtue of that fact, I have personal knowledge of the matters contained herein and I am competent to testify to the same;

2. That Plaintiff obtained Movant to represent him in the above-referenced action, and Movant has filed several pleadings and appeared before this Court on multiple occasions on his behalf.

3. There is an Order to Show Cause hearing set to be heard on October 28, 2015, regarding the submission of the final Decree of Divorce, but there are currently no pending Motions or discovery requests that would burden Defendant's case at this time.

4. That Movant's Motion to Withdraw as Counsel of Record is set to be heard on December 8, 2015.

5. Based on the foregoing, this Motion for an Order Shortening Time is made in good faith.

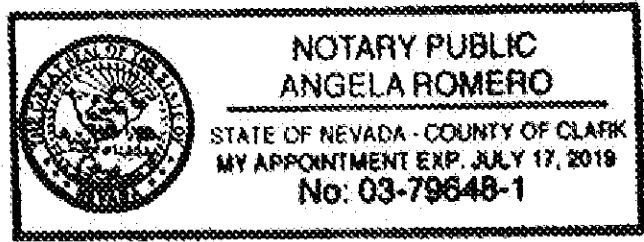


JASON NAIMI, ESQ.

SUBSCRIBED and SWORN to before me
this 14th day of October, 2015.



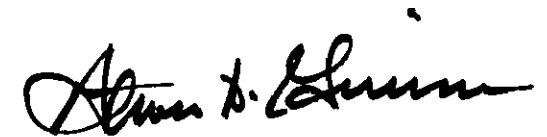
NOTARY PUBLIC in and for said
County and State



STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Suite 180 Las Vegas, NV 89134
Telephone: (702) 998-9344 Fax: (702) 998-7460

30

30



CLERK OF THE COURT

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Erich M. Martin

Plaintiff/Petitioner

v. Raina Martin

Defendant/Respondent

Case No. D-15-59045-D

Dept. C

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

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

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

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

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

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

Party filing Motion/Opposition: Defendant Date 10/15/15

Signature of Party or Preparer Raina M. Martin

31

31


CLERK OF THE COURT

MENF
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
ghubley@brookshubley.com
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
BROOKS HUBLEY, LLP
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Tel: (702) 851-1191
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rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN
Plaintiff,

vs.

RAINA L. MARTIN,
Defendant.

Case No.: D-15-509045-D
Dept No.: C

Date of Hearing: 12/9/15
Time of Hearing: C

**DEFENDANT'S MOTION TO
ENFORCE SETTLEMENT
AGREEMENT, FOR ATTORNEY'S
FEES AND COSTS, AND FOR OTHER
RELATED RELIEF**

**DEFENDANT'S MOTION TO ENFORCE SETTLEMENT AGREEMENT, FOR
ATTORNEY'S FEES AND COSTS, AND FOR OTHER RELATED RELIEF**


Raina Martin ("Defendant") respectfully moves this Court to enforce the settlement agreements the parties signed on June 1, 2015; sign the Decree of Divorce which Plaintiff

1 prepared and which Defendant signed on September 4, 2015; for an award of attorney's
2 fees and costs; and for any other relief this Court deems appropriate.

3 This motion is supported by the accompanying memorandum of points and
4 authorities, the pleadings and papers already on file, and any other arguments presented
5 to this Court at or before the hearing on Defendant's motion.

6 Dated: October 15, 2015

BROOKS HUBLEY, LLP

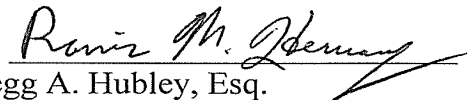
7 By: 
8 Gregg A. Hubley, Esq.
9 Nevada Bar No. 7386
10 Ramir M. Hernandez, Esq.
11 Nevada Bar No. 13146
12 1645 Village Center Circle, Suite 200
13 Las Vegas, NV 89134
14 Attorneys for Defendant
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NOTICE OF MOTION

Please take notice that Defendant Raina Martin will bring the foregoing
Defendant's Motion to Enforce Settlement Agreement, for Attorney's Fees and Costs, and
for other Related Relief for a hearing in Department C of the above-entitled Court on the
9th day of December, 2015, at 9:00 a.m./p.m., or as soon thereafter
as this matter may be heard.

Dated: October 15, 2015

BROOKS HUBLEY, LLP

By: 
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorneys for Defendant

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

The instant action was filed on February 2, 2015. On February 25 2015, Defendant filed a motion requesting temporary orders. At the hearing on that motion held on April 1, 2015, the Court ordered the parties to attend a settlement conference. (See Ordr. from April 1, 2015 Hearing.)

The parties attended a settlement conference at the office of Peter James, Esq. At the conference, the parties came to an agreement on both the property and parenting issues. Mr. James drafted both a martial settlement agreement and a parenting agreement. (See Exhibit A, Martial Settlement Agreement; Exhibit B, Parenting Agreement.) Defendant, her attorney, and Plaintiff's attorney were present at the mediation and signed both agreements. *Id.* Mr. James signed on behalf of Plaintiff, who was present telephonically at the mediation. *Id.* The parties agreed that Plaintiff's counsel would draft the Decree of Divorce ("Decree").

After discussion regarding the final language of the Decree, Defendant agreed to sign the Decree. On September 4, 2015, Defendant and her attorney signed the Decree of Divorce. (See Exhibit C, Signed Decree of Divorce.) Immediately after, Defendant's counsel personally delivered the signed Decree to Plaintiff's counsel's office, whereby Mr. Jason Naimi, Esq. accepted the signed Decree.

In early October 2015, Defendant's counsel contacted Plaintiff's counsel inquiring as to the status of the Decree because he had noticed that the Decree had yet to be filed. Plaintiff's counsel informed Defendant's counsel that Plaintiff refused to sign the Decree,

and due to a breakdown of communications, her firm would be withdrawing as attorneys of record for Plaintiff.

II. LEGAL STANDARD

EDCR 7.50 states in pertinent part that, “[n]o agreement or stipulation between the parties or their attorneys will be effective unless . . . the same is in writing subscribed by the party against whom the same shall be alleged, or by the party’s attorney.” The Supreme Court has held that a divorce agreement can be enforced if the agreement is reduced to writing and signed by the parties. *Grisham v. Grisham*, 128 Nev. Adv. Op. 60, 289 P.3d 230, 233 (2012). This rule gives the Court an efficient method for determining genuine settlements and enforcing them. *Id.*

EDCR 7.60 allows this Court to award sanctions when a party “[s]o multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.”

III. LEGAL ARGUMENT

A. This Court should enforce the settlement agreement between the parties and sign the Decree of Divorce Plaintiff’s attorney prepared.

EDCR 7.50 and *Grisham* indicate that this Court should enforce the settlement agreement and sign the proposed divorce decree. In this instance, the parties came to two separate agreements at the mediation held on June 1, 2015 and reduced said agreements to writing. Under *Grisham*, a signed agreement is one that the Court should enforce. The terms of the agreement were transferred to the Decree which Plaintiff prepared and which Defendant and her attorney signed. That Plaintiff prepared the Decree leaves no doubt that it is indeed the final language to which the parties agreed. Defendant suspects that Plaintiff got “cold feet” over the settlement agreement, but a signed settlement

1 agreement is a valid contract between the parties. *See* EDCR 7.50. As such, this Court
2 should enforce the settlement agreement between the parties and sign the Decree, hereto
3 attached as Exhibit C, which Plaintiff prepared, and which Defendant signed, in this
4 matter.

5 **B. This Court should award attorney's fees and costs to Defendant for having to**
6 **file this motion.**

7 Plaintiff's refusal to sign the Decree has forced Defendant to file this Motion and
8 take this matter to Court in order to have the matter resolved. This has forced Defendant
9 to incur additional fees and costs, which could have been completely avoided had
10 Plaintiff simply honored his commitments and signed the Decree of Divorce. Defendant
11 requests that should this Court grant her motion, that it sanction Plaintiff pursuant to
12 EDCR 7.60 and award attorney's fees and costs to Defendant.

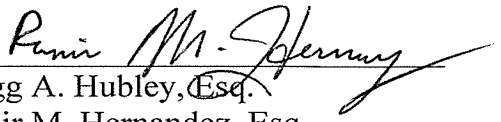
13 **IV. CONCLUSION**

14 Based on the above, Defendant prays for the following relief:

- 15 1) For an order enforcing the settlement agreement between the parties;
16 2) That the Court sign the Decree of Divorce Plaintiff prepared and which
17 Defendant and her attorney signed;
18 3) For an award of attorney's fees and costs;
19 4) For all other relief this Court deems just and appropriate.

20 Dated October 15, 2015.

BROOKS HUBLEY, LLP

21 By: 
22 Gregg A. Hubley, Esq.
23 Ramir M. Hernandez, Esq.
24 Attorneys for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Hubley, LLP, 1645 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail, the **DEFENDANT'S MOTION TO ENFORCE SETTLEMENT AGREEMENT, FOR ATTORNEY'S FEES AND COSTS, AND FOR OTHER RELATED RELIEF** on the following parties and those parties listed on the Court's Master List in said action:

Jason Naimi, Esq.
Standish Naimi Law Group
jason@standishnaimi.com
Attorney for Plaintiff

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 15th day of October, 2015, at Las Vegas, Nevada.



An Employee of BROOKS HUBLEY, LLP

Exhibit A

Exhibit A

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- 1 • 2014 Ford F-150, subject to any and all encumbrances;
- 2 • His portion of his military retirement, subject to a *Gemma / Fondi* time rule
- 3 calculation for the community property interest; and
- 4 • All other financial accounts in his name.
- 5 3. Mom shall take the following as her sole and separate property without offset to Dad:
- 6 • 2012 Mercedes GLK 350, subject to any and all encumbrances;
- 7 • Her portion of Dad's military retirement, subject to a *Gemma / Fondi* time rule
- 8 calculation for the community property interest;
- 9 • The marital residence, located at 11181 Mezzana Street; Las Vegas, Nevada
- 10 89141 (hereinafter "the marital residence"), subject to any and all
- 11 encumbrances and as delineated herein;
- 12 • All personal property in her possession; and
- 13 • All financial accounts in her name only.
- 14 4. Dad shall take the following as his sole and separate debt without contribution from
- 15 Mom:
- 16 • Any and all encumbrances on the 2014 Ford F-150; and
- 17 • Any and all debts in his name only.
- 18 5. Mom shall take the following as her sole and separate debt without contribution from
- 19 Dad:
- 20 • Any and all encumbrances on the 2012 Mercedes GLK 350;
- 21 • Any and all encumbrances on the marital residence;
- 22 • All student loans in her name only; and
- 23 • All debts in her name only.

1 6. Mom shall have fifteen months from June 1, 2015 to refinance or otherwise remove
2 Dad's name from the loan on the marital residence. Should Mom be one day late on
3 the payment when Dad's name is on the loan, she shall immediately notify Dad. Dad
4 shall then have the right to force the sale of the marital residence to remove his name
5 from the loan. Any sale shall be commercially reasonable.

6 7. The parties shall use Marshal S. Willick, Esq. to prepare the QDRO or similar
7 instrument to divide the pension, if needed. The parties shall equally divide the cost of
8 the QDRO or similar instrument.

9 8. Should Dad elect to accept military disability payments, Dad shall reimburse Mom for
10 any amount her amount of his pension is reduced due to the disability status from what
11 it otherwise would be.

12 9. Dad shall pay monthly alimony to Mom in the amount of \$1,000.00 per month for
13 twenty-four months beginning June 2015. The alimony payments are due on the first
14 day of each month.

15 10. Mom shall be permitted to maintain a life insurance policy on Dad and may choose the
16 amount, the term, and the beneficiary. Mom shall pay for the cost of this policy and
17 any associated fees / costs. Dad shall cooperate with this, sign any documents needed,
18 provide any records needed, and make himself available for any medical examination
19 the insurance company requires for the issuance of the policy.

20 11. Dad shall carry the child on his health insurance policy until the insurance company
21 disallows the same.


22 ///

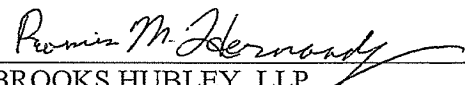
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12. Each party shall bear his/her own fees and costs.

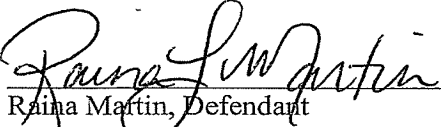
Dated this 1st day of June, 2015

Dated this 1st day of June, 2015


STANDISH NAIMI LAW GROUP
Jason Naimi, Esq.
Nevada Bar No. 9441
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
702-998-9344
Counsel for Plaintiff


BROOKS HUBLEY, LLP
Ramir, M. Hernandez, Esq.
Nevada Bar No. 13146
1645 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
702-851-1191
Counsel for Defendant

Dated this 1st day of June, 2015


Raina Martin, Defendant

STATE OF NEVADA)
)
COUNTY OF CLARK)

ss:

Subscribed and Sworn to before me by Raina Martin this 1st day of June, 2015


NOTARY PUBLIC in and for said
County and State



Plaintiff, Erich Martin, gave his oral consent for his counsel to countersign this on his behalf.

Dated this 1st day of June, 2015



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

Exhibit B

Exhibit B

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1. The parties shall have joint legal custody of their minor child, Nathan L. Martin (born August 24, 2010) (hereinafter “the child”). The parties shall further define what joint legal custody entails.

3. Summer Visitation

- #### 4. Regular Visitation (non-summer)

- 1 of 4

- Every-other month, Dad shall come to Las Vegas for his visitation with the child. For the other months, the child shall go to Wyoming (or wherever Dad chooses to exercise his visitation). The purpose of this is to minimize the time the child spends flying. Sometimes, there might be two months that the child flies to Dad; however, the every-other month shall be the general rule.
- If Dad has any holiday visitation during a given month, then that shall be considered his regular visitation for that month.
- Dad shall have the option to maximize his time by taking any and all three-day weekends during the school year as his visitation time. Dad shall also have the option to further maximize his time by taking any and all staff development days (or similar non-school days) as his visitation time.
- Dad shall give a week of notice whenever he exercises visitation time in Las Vegas.
- Dad shall be entitled to additional visitation in Las Vegas upon one week of notice.


5. Holiday Visitation

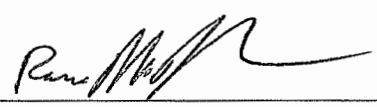
- Thanksgiving
 - Thanksgiving shall be defined as beginning the Wednesday school lets out until the Sunday before school resumes.
 - Dad shall have Thanksgiving in odd years; Mom shall have Thanksgiving in even years.
- Christmas

- 1 o Christmas shall be defined in two parts. The first part shall be defined as
2 beginning the Saturday after school lets out until the following Sunday
3 (eight days later, not the next day). The second part shall be defined as
4 beginning when the first part ends and ending the following Sunday.
5 o Dad shall have the first part in even years and the second part in odd years;
6 Mom shall have the first part in odd years and the second part in even years.
7 • Spring Break
8 o Defined as beginning the Saturday after school lets out until the day before
9 school resumes.
10 o Dad shall have Spring Break every year.
11 6. Dad shall notify Mom at least fifteen days prior to a visitation when the child visits Dad
12 of his intent not to exercise his visitation, should that be the case.
13 7. Dad shall use his best efforts to arrange for the child's return flight to Las Vegas to
14 return by 6:00 p.m. Las Vegas time.
15 8. The parties believe that this visitation provisions contained herein are in the child's best
16 interest.


17 Dated this 1st day of June, 2015

17 Dated this 1st day of June, 2015

18
19 
20 STANDISH NAIMI LAW GROUP
21 Jason Naimi, Esq.
22 Nevada Bar No. 9441
23 1635 Village Center Circle, Suite 180
24 Las Vegas, Nevada 89134
25 702-998-9344
26 Counsel for Plaintiff

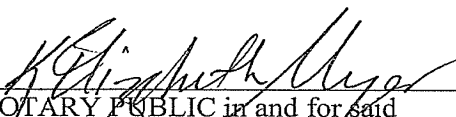
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20 BROOKS HUBLEY, LLP
21 Ramir, M. Hernandez, Esq.
22 Nevada Bar No. 13146
23 1645 Village Center Circle, Suite 200
24 Las Vegas, Nevada 89134
25 702-851-1191
26 Counsel for Defendant

1 Dated this 1st day of June, 2015

2 
3 Raina Martin, Defendant

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

6 Subscribed and Sworn to before me by Raina Martin this 1st day of June, 2015

7 
8 NOTARY PUBLIC in and for said
9 County and State



10 Plaintiff, Erich Martin, gave his oral consent for his counsel to countersign this on his
11 behalf.

12 Dated this 1st day of June, 2015


13 
14 LAW OFFICES OF F. PETER JAMES
15 F. Peter James, Esq.
16 Nevada Bar No. 10091
17 3821 West Charleston Blvd., Suite 250
18 Las Vegas, Nevada 89102
19 702-256-0087
20 Mediator
21
22
23
24

Exhibit C

Exhibit C

DECOR

Jason Naimi, Esq.
Nevada State Bar No. 9441
Francesca M. Resch, Esq.
Nevada State Bar No. 13011
Standish Naimi Law Group
A Professional Limited Liability Company
1635 Village Center Circle, Suite 180
Las Vegas, NV 89134
Tel: (702) 998-9344
Fax: (702) 998-7460
Email: jason@standishnaimi.com
Attorneys for Plaintiff

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

ERICH M. MARTIN,

Plaintiff,

v.

RAINA L. MARTIN,

Defendant.

CASE NO.: D-15-509045

DEPT. NO.: C

DECREE OF DIVORCE

NOW INTO COURT comes Plaintiff, ERICH M. MARTIN, by and through his attorney of record, JASON NAIMI, ESQ., of STANDISH NAIMI LAW GROUP, and Defendant, RAINA L. MARTIN, by and through her attorney of record, RAMIR HERNANDEZ, ESQ., of BROOKS HUBLEY, LLP, and submit this matter to the Court for Summary Disposition of Divorce, with both parties having consented to this Court's jurisdiction.

The Court was fully advised as to the law and the facts of the case, and finds that: That Defendant, for a period of more than six (6) weeks immediately preceding the commencement of this action, has been and now is an actual, bona fide and actual resident and domiciliary of the State of Nevada, County of Clark, and has been actually physically and corporeally present and domiciled in Nevada for more than six (6) weeks immediately prior to the commencement of this action, and has had and still has the intent to make the State of Nevada her home, residence and domicile for an indefinite period of time; that the parties were married the 1st day of April, 2002 in Cumberland County, North Carolina; that there is one (1) minor child of the marriage, to wit: Nathan L. Martin,

1 born August 24, 2010; that the State of Nevada is the home state of the subject minor child; that to the
2 best of Defendant's knowledge, she is not pregnant at this time, no children were adopted during this
3 marriage by Plaintiff and/or Defendant; that during the course of the parties' marriage, the tastes,
4 mental disposition, views, likes and dislikes of Plaintiff and Defendant have become so widely
5 divergent that the parties have become incompatible in marriage to such an extent that it is impossible
6 for them to live together as husband and wife and the incompatibility between Plaintiff and Defendant
7 is so great that there is no possibility of reconciliation between them; that this Court has complete
8 jurisdiction in the premises, both as to the subject matter, as well as the parties; all of the jurisdictional
9 allegations contained in Defendant's Answer and Counterclaim for Divorce are true as therein alleged
10 and Plaintiff is entitled to a Decree of Divorce from the Defendant on the grounds as set forth in
11 Plaintiff's Complaint for Divorce; and Defendant having answered, has waived Findings of Fact,
12 Conclusions of Law, and written Notice of Entry of Judgment in said cause.

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the bonds of matrimony
14 existing between Plaintiff, ERICH M. MARTIN (hereinafter referred to as "Erich"), and Defendant,
15 RAINA L. MARTIN (hereinafter referred to as "Raina"), be, and the same are wholly dissolved, and
16 an absolute Decree of Divorce is hereby granted to Erich and Raina, and each of the parties is restored
17 to the status of a single, unmarried person.

18 CHILD CUSTODY

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich and Raina shall
20 share joint legal custody of their one (1) minor child, to wit: Nathan L. Martin, born August 24, 2010
21 (hereinafter referred to as "Nathan"), which entails the following:

22 The parties shall consult and cooperate with each other in substantial questions relating to
23 religious upbringing, educational programs, significant changes in social environment, and
health care of the child.

24 The parties shall have access to medical and school records pertaining to their child and be
25 permitted to independently consult with any and all professionals involved with the child.

26 All schools, health care providers, day care providers, and counselors shall be selected by the
27 parties jointly. In the event the parties cannot agree to the selection of a school, the child shall
be maintained in their current schools until further order of the court.

28 Each party shall be empowered to obtain emergency health care for the child without the
consent of the other party. Each party is to notify the other party as soon as reasonably possible
of any illness requiring medical attention, or any emergency involving the child.

Each party is to provide the other party, upon receipt, information concerning the well-being of the child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the child; samples of school work; order forms for school pictures; all communications from health care providers, the names, addresses, and telephone numbers of all schools, health care providers, regular day care providers, and counselors.

Each party is to advise the other party of school, athletic, and social events in which the child participates. Each party shall notify the other within a reasonable time after first learning of the future occurrence of any such event so as to allow the other parent to make arrangements to attend the event if he or she chooses to do so. Both parties may participate in all such activities for the child, including, by not limited to, open house, attendance at all school and religious activities and events, athletic events, school plays, graduation ceremonies, school carnivals, and any other events involving the child.

Each party shall provide the other party with a travel itinerary and, whenever reasonably possible, telephone numbers at which the child can be reached whenever the child will be away from that parent's home for a period of one (1) night or more.

The parties shall encourage liberal communication between the child and the other parent. Each party shall be entitled to telephone communication with the child. Each party is restrained from interfering with the child's right to privacy during such telephone conversations.

Neither party shall interfere with the right of the child to transport his/her clothing and personal belongings freely between the parties' homes.

The parties shall communicate directly with each other regarding the needs and well-being of the child, and neither party shall use the child to communicate with the other party regarding parental issues. The parties shall use self-control and shall not verbally or physically abuse each other in the presence of the minor child.

Neither party shall disparage the other in the presence of the child nor make any comment of any kind that would demean the other party in the eyes of the child. Additionally, each party shall instruct their respective family and friends that no disparaging remarks are to be made regarding the other party in the presence of the child. The parties shall take all action necessary to prevent such disparaging remarks being made in the presence of the child, and shall report to each other in the event such disparaging remarks are made.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina is awarded primary physical custody of Nathan, subject to Erich's reasonable right of visitation as outlined herein.

1. SUMMER VISITATION:

- a. **2015:** Erich shall have ten (10) twenty-four (24) hour long consecutive days with Nathan for the remainder of the 2015 summer.
- b. **2016:** Erich shall have a two (2) week block and a three (3) week block of visitation with Nathan. Erich shall exercise the two (2) week block of visitation first.
- c. **2017:** Erich shall have two (2) separate three (3) week visitations with Nathan.

d. **2018 and every Summer Visitation thereafter:** Erich shall have eight (8) consecutive weeks of visitation with Nathan, beginning the Monday after school lets out for summer break.

2. REGULAR VISITATION:

a. Erich shall be provided visitation with Nathan every month while school is in session. Said visitation shall alternate monthly between Las Vegas, Nevada, and wherever Erich chooses to exercise his visitation (i.e. Wyoming, California, etc.). Erich shall provide one (1) week notice whenever he exercises visitation time in Las Vegas, Nevada.

b. If Erich has any holiday visitation pursuant to the HOLIDAY AND VACATION PLAN addressed herein during any given month, that visitation shall be considered his "regular visitation" for that month.

c. Erich has the option to maximize his monthly visitation by taking any and all three (3) day weekends, staff development days, and any other similar non-school days during the school year as his visitation time.

3. TRAVEL ITINERARY: Erich shall provide the dates he intends to exercise his visitation to Raina thirty (30) days prior to the exercising his visitation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the following HOLIDAY AND VACATION PLAN takes precedence over vacation time and residential time.

1. **THANKSGIVING:** This holiday is defined as beginning the Wednesday school lets out through the Sunday before school resumes. Erich shall have Nathan for the holiday every odd-numbered year, beginning in 2015, and Raina shall have Nathan for the holiday every even-numbered year, beginning in 2016.

2. **WINTER BREAK:** This holiday is defined in two parts; the first part beginning the Saturday after school lets out until the Sunday eight (8) days later, and the second part beginning the second Sunday of the holiday until the following Sunday. Erich shall have Nathan for the first part of Winter Break each even-numbered year, beginning in 2016, and the second part every odd-numbered

1 years, beginning in 2015. Raina shall have Nathan for the first part of Winter Break each odd-
2 numbered year, beginning in 2015, and the second part every even-numbered year, beginning in 2016.

3 3. **SPRING BREAK:** This holiday shall be defined as beginning the Saturday after
4 school lets out through the day before school resumes. Erich shall have Nathan every year for Spring
5 Break.

6 4. **ADDITIONAL TIME:** Erich shall be entitled to additional visitation in Las Vegas,
7 Nevada upon one (1) week notice. Any additional time outside of Las Vegas, Nevada shall be by
8 mutual agreement of both parties in writing or via email.

9 5. **TRANSPORTATION:** The parties agree to share the costs and responsibility for
10 Nathan's travels as outlined below under CHILD SUPPORT.

11 6. **TRAVEL ITINERARY:** The parents shall share itinerary information when traveling
12 out-of-state, including dates of travel, destination, and an emergency contact number. If traveling
13 outside of the country, each parent must have a notarized letter of consent from the other parent.

14 7. **TRAVEL EXCHANGES:** The parents shall use their best efforts to obtain a pass from
15 airport security to pick up the minor child from his gate when he arrives for his custodial time with
16 that parent. If Raina is unable to obtain a pass, she shall wait at the bottom of the escalator descending
17 to baggage claim, and Erich shall watch Nathan descend to meet Raina during their exchanges in Las
18 Vegas, Nevada.

19 8. **TELEPHONE CONTACT:** The parents shall have telephonic communication with
20 Nathan every day at 8:00 p.m. pacific standard time during their noncustodial time. Said telephonic
21 communication shall not last for more than ten (10) minutes, and both parties shall be flexible with
22 rescheduling the telephonic communication should the custodial parent be unable to comply. Failure
23 for the noncustodial parent to utilize this contact shall not be held against him or her.

24 9. **MODIFICATIONS:** Erich shall notify Raina at least fifteen (15) days prior to a
25 visitation of any modifications, or inability to exercise the visitation.

26 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties will exert
27 every reasonable effort to foster feelings of affection between themselves and the children, recognizing
28

1 that frequent and continuing association and communication between both parents, with the children,
2 is in furtherance of the best interest and welfare of the children.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event any
4 scheduled time cannot be kept due to illness, an emergency involving the children and/or the parent,
5 or other unavailability of the parent, the parent unable to comply with the schedule shall notify the
6 other parent and children as soon as possible.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that should a delay in the
8 children's pick-up and/or return become necessary, the other parent shall be notified immediately.

9 **NOTICE IS HEREBY GIVEN** that the parties are subject to the following:

10 1. The parties are subject to the provisions of NRS 125C.200 and NRS 200.359, which
11 provide: "If custody has been established and the custodial parent intends to move his residence to a
12 place outside of this state and to take the child with him, he must, as soon as possible and before the
13 planned move, attempt to obtain the written consent of the noncustodial parent to move the child from
14 this state. If the noncustodial parent refuses to give that consent, the custodial parent shall, before he
15 leaves this state with the child, petition the court for permission to move the child. The failure of a
16 parent to comply with the provisions of this section may be considered as a factor if a change of
17 custody is request by the noncustodial parent."

18 2. The parties are subject to the provisions of NRS 125.510(6), which provides:

19 **PENALTY FOR VIOLATION OF ORDER: THAN ABDUCTION,**
20 **CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS**
PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.

21 3. The parties are subject to the provisions of NRS 200.359 which provides that every
22 person having a limited right of custody to a child or any parent having no right of custody to the child
23 who willfully detains, conceals or removes the child from a parent, guardian or other person having
24 lawful custody or a right of visitation of the child in violation of any order of this court, or removes
25 the child from the jurisdiction of the court without consent of either the court or all persons who have
26 the right to custody or visitation is subject to being punished for a category D felony as provided in
27 NRS 193.130.

5. Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act, NRS 125A.005 et seq., the courts of Nevada have exclusive modification jurisdiction of the custody, visitation and child support terms relating to the child at issue in this case so long as either of the parties, or the child, continue to reside in this jurisdiction.

5. Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act, NRS 125A.005 et seq., the courts of Nevada have exclusive modification jurisdiction of the custody, visitation and child support terms relating to the child at issue in this case so long as either of the parties, or the child, continue to reside in this jurisdiction.

CHILD SUPPORT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to the formula set forth in NRS 125B.070, child support shall be set in the amount of \$806.00 per month from Erich to Raina beginning June, 2015. Child Support shall be payable on the first (1st) of every month. This child support order is in compliance with NRS 125B.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina shall provide any and all fees associated with Nathan's full-day kindergarten with Clark County School District to Erich, if any fees exist. Erich shall pay one-half (1/2) of these fees with his monthly child support obligation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parents shall share the costs of Nathan's travels for his visitations with Erich. Raina shall pay for the costs of Nathan to travel to Erich, and Erich shall pay for the costs of Nathan to return to Raina. Until Nathan is able to fly unaccompanied, Erich shall be responsible for one-hundred percent (100%) of any and all chaperone costs associated with Nathan's travels, unless Raina is the chaperone, wherein she will cover her own costs of travel.

NOTICE IS HEREBY GIVEN that the parties are subject to the following:

1. Pursuant to NRS 125B.145, an award of child support shall be reviewed by the court at least every three (3) years to determine whether the award should be modified. The review will be conducted upon the filing of a request by (1) a parent or legal guardian of the child; or (2) the Nevada

1 State Welfare Division or the District Attorney's Office, if the Division of the District Attorney has
2 jurisdiction over the case.

3 2. Pursuant to NRS 125.450(2), the wages and commissions of the parent responsible for
4 paying support shall be subject to assignment or withholding for the purpose of payment of the
5 foregoing obligation of support as provided in NRS 31A.020 through 31A.240, inclusive.

6 3. Pursuant to NRS 125.130 the social security numbers of the parties shall be provided
7 on a separate form to the Court of the Welfare Division of the Department of Human Resources within
8 ten days from the date this Decree is filed. Such information shall be maintained by the clerk in a
9 confidential manner and not be a part of the public record.

10 MEDICAL HEALTH INSURANCE

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich shall maintain
12 medical, dental, and optical insurance for Nathan, so long as it is available to him through his
13 employer. The parties shall each pay one-half (1/2) of any and all medical, dental and optical expenses
14 not covered by said insurance until such time as the children reach the age eighteen (18) years or
15 nineteen (19) years, if still in high school, or becomes otherwise emancipated. Documentation of the
16 incurrence of such unreimbursed expense shall be provided to the other party within thirty (30) days,
17 and the remittance of the one-half (1/2) share of the expense is to be completed within thirty (30) days
18 after receipt of documentation for such expense.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a parent who incurs an
20 out-of-pocket expense for the children is required to document that expense and proof of payment of
21 that expense. A receipt is sufficient to prove the expense so long as it has the name of the child on it
22 and shows an actual payment by the parent.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a parent who has paid
24 an expense for a child of the parties must provide a copy of the proof of payment to the other parent
25 and the insurance company within thirty (30) days of the payment being made and in no event later
26 than when the expense could have been submitted to insurance for reimbursement. The failure of a
27 parent to comply with this provision in a timely manner, which causes the claim for insurance
28 reimbursement to be denied by the insurance company as untimely, may result in that parent being

1 required to pay the entire amount which would have been paid by the insurance company as well as
2 one-half of the expense which would not have been paid by the insurance if the claim had been timely
3 filed.

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that parents have a duty to
5 mitigate medical expenses for the children. Absent compelling circumstances, a parent should take the
6 children to a health care provider covered by the insurance in effect and use preferred providers if
7 available in order to minimize the cost of health care as much as possible. The burden is on the parent
8 using a non-covered health care provider to demonstrate that the choice not to use a covered provider
9 or the lowest cost option was reasonably necessary in the particular circumstances of that case. If the
10 court finds the choice of a non-covered or more expensive covered provider was not reasonably
11 necessary then the court may impose a greater portion of the financial responsibility for the cost of
12 that health care to the parent who incurred that expense up to the full amount, which would have been
13 provided by the lowest cost insurance choice.

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parent providing
15 insurance coverage for the children of the parties has a continuing obligation to provide insurance
16 information including, but not limited to, copies of policies and changes thereto as they are received,
17 claim forms, preferred provider lists initially and as they change from time to time, identification cards,
18 explanation of benefits and any documents that would trigger or are related to an appeal from the
19 denial of coverage. The failure of the insuring parent to timely supply any of the above items to the
20 other parent, which results in the claim for treatment being denied by the insurance company in whole
21 or in part may result in the amount which would have been paid by the insurance policy being paid by
22 the insuring parent.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a parent receiving the
24 request for contribution related to a medical expenses incurred on behalf of the children must raise
25 any questions about the correctness of the request for the contribution within the thirty (30) day period
26 after the request for contribution is received. Any objection to the request for contribution must be
27 made in writing with a copy made for later reference by the court. If the parent receiving a request for
28 contribution does not respond to the request within the thirty (30) day period that parent may be

1 assessed attorney's fees if a contempt proceeding or court action is required as a result of the parent
2 doing nothing. If the parent who owes contribution for health care expense of a child of the parties
3 does not pay the amount due within the thirty (30) day period and fails to respond, then that parent is
4 responsible for one hundred percent (100%) of the unreimbursed medical expense rather than the
5 normal fifty percent (50%).

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if either parent receives
7 a payment from an insurance company or medical provider which reimburses payments made out-of-
8 pocket previously by both parents, or the other parent only, the party receiving the payment must give
9 the other parent's portion of the payment to the other parent within seven (7) days of receipt of the
10 payment.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if either party submits
12 a claim for payment to the insurance company directly, that parent must do so in a timely manner.
13 Failure of a party to comply with this requirement may result in that party being required to pay the
14 entire amount of the claim which would have been paid by insurance if timely submitted and one-half
15 of that amount which would have been paid by insurance.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if a party is required to
17 provide health insurance for the children of the parties and that party fails to obtain or maintain such
18 coverage or if that party loses the ability to continue coverage for the children, the court may require
19 that party to pay all of the medical expense which would have been covered by insurance if it had been
20 in effect.

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties will submit
22 the information required in NRS 125B.055, NRS 125.130, and NRS 125.230, on a separate form, to
23 the court and the Welfare Division of the Department of Human Resources, within ten (10) days from
24 the date this Order is filed. The parties will update the information filed with the court and the Welfare
25 Division of the Department of Human Resources within ten (10) days should any information become
26 inaccurate.

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ASSETS

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina shall be awarded the following as her sole and separate property:

1. The marital residence located at 11181 Mezzana Street, Las Vegas, Nevada, 89141 (hereinafter "marital residence"). Raina shall have fifteen (15) months from June 1, 2015 to refinance or otherwise remove Erich's name from the loan on the marital residence. If Raina is unable to refinance or otherwise remove Erich's name from the loan on the marital residence within those fifteen (15) months, Erich shall then have the right to force the sale of the marital residence to remove his name from the loan. Additionally, if Raina is so much as one (1) day late on the payment while Erich's name is on the loan, she shall immediately notify Erich, wherein Erich shall have the right to force the sale of the marital residence to remove his name from the loan. Any sale of the residence shall be commercially reasonable.
2. Any bank accounts or other financial institution accounts titled in Raina's name alone or held jointly with anyone other than Erich.
3. The 2012 Mercedes GLK 350, subject to any and all encumbrances.
4. One-half (1/2) of the marital interest in the Erich's military retirement, pursuant to the time rule established in Nevada Supreme Court cases *Gemma v. Gemma*, 105 Nev. 458, 778 P.2d 429 (1989) and *Fondi v. Fondi*, 106 Nev. 856, 802 P.2d 1264 (1990). The parties shall use Marshal S. Willick, Esq. to prepare a Qualified Domestic Relations Order (hereinafter "QDRO"), or similar instrument to divide the pension. The parties shall equally divide the costs of preparing such an instrument. Should Erich select to accept military disability payments, Erich shall reimburse Raina for any amount that her share of the pension is reduced due to the disability status.
5. All personal property in Raina's possession or control, including but not limited to household furniture, furnishings, appliances, electronics, jewelry, clothing, and memorabilia.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich shall be awarded
2 the following as his sole and separate property:

- 3 1. Any bank accounts, retirement accounts and other financial institution accounts titled in
4 Erich's name alone or held jointly with anyone other than Raina.
- 5 2. The Thrift Savings Plan in Erich's name alone, account ending in 54177.
- 6 3. The IRA in Erich's name alone.
- 7 4. 2014 Ford F-150, subject to any and all encumbrances.
- 8 5. One-half (1/2) of the marital interest in the Erich's military retirement, pursuant to the time
9 rule established in Nevada Supreme Court cases *Gemma v. Gemma*, 105 Nev. 458, 778
10 P.2d 429 (1989) and *Fondi v. Fondi*, 106 Nev. 856, 802 P.2d 1264 (1990). The parties
11 shall use Marshal S. Willick, Esq. to prepare a QDRO, or similar instrument to divide the
12 pension. The parties shall equally divide the costs of preparing such an instrument. Should
13 Erich select to accept military disability payments, Erich shall reimburse Raina for any
14 amount that her share of the pension is reduced due to the disability status.
- 15 6. All personal property in Erich's possession or control, including but not limited to
16 household furniture, furnishings, appliances, electronics, jewelry, clothing, and
17 memorabilia.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Raina shall be
19 permitted to maintain a life insurance policy on Erich, and may choose the amount, term, and
20 beneficiary. Raina shall pay for the cost of the policy, and any associated fees and/or costs. Erich
21 shall cooperate in the execution of such a policy by signing any documents, providing any records,
22 and performing any medical examinations needed for the issuance of the policy.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party represents
24 that each and every asset valued at \$500.00 or more has been disclosed and distributed herein.

25 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event any
26 property has been omitted from this Decree that would have been community property or otherwise
27 jointly-held property under the law applicable as of the date hereof, the concealing or possessory party
28 will transfer or convey to the other party, at the other party's election: (a) the full market value of the

1 other party's interest on the date of this Decree, plus statutory interest through and including the date
2 of transfer or conveyance; (b) the full market value of the other party's interest in such property, plus
3 statutory interest through and including the date of transfer or conveyance; or (c) an amount of the
4 omitted property equal to the other party's interest therein, if it is reasonably susceptible to division.

5 **DEBTS**

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the following
7 community debts shall be awarded to Raina as her sole and separate obligation, and Raina agrees to
8 indemnify and hold Erich harmless therefrom:

- 9 1. Any and all debts, including credit cards, held solely in her name alone.
10 2. Any encumbrances on the 2012 Mercedes GLK 350.
11 3. Any and all student loans in Raina's name alone.
12 4. Any and all obligations relating to the property awarded to her in this Decree of Divorce.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the following
14 community debts shall be awarded to Erich as his sole and separate obligation, and Erich agrees to
15 indemnify and hold Raina harmless therefrom:

- 16 1. Any and all debts, including credit cards, held solely in his name alone.
17 2. Any encumbrances on the 2014 Ford F-150.
18 3. Any and all obligations relating to the property awarded to him in this Decree of Divorce.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party to whom the
20 community debt sets forth in the preceding paragraphs are to be assigned will endeavor within thirty
21 (30) days of the entry of the parties' Decree of Divorce, to remove the other party's name as a
22 responsible party for those various community debts, vis a vis the respective creditors, unless
23 otherwise specified herein. The parties understand that this Court is without jurisdiction to order any
24 such creditor to so act, and in the case of a breach of this Agreement by either party, said creditors
25 may have, as one of their available remedies the option of pursuing payment for any of the
26 aforementioned community debts, from the party designated as the non-responsible party under this
27 Agreement, should the removal of the party's name from the debt have been impossible prior to that
28 time. The party being so held, in turn, has as his or her remedy the ability to seek redress of this Court

1 to hold the other in contempt of this Agreement. Understanding the foregoing, the parties agree that,
2 should immediate removal of the other party's name from these respective community debts be
3 impossible, via a vis the respective creditors, the responsible party shall attempt at least once per year,
4 to accomplish said removal, and provide documentary proof of such attempt, successful or not, to the
5 other, paying any and all fees associated therewith. Each party shall pay any and all other debts
6 separately acquired by that party, holding the non-acquiring party harmless therefrom.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party agrees that
8 if any claim, action or proceeding is brought seeking to hold the other party liable on account of any
9 debt, obligation, liability, act or omission assumed by the other party, such party will, at his or her sole
10 expense, defend the other against any such claim or demand and that he or she will indemnify, defend
11 and hold harmless the other party.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint debt,
13 obligation, liability, act or omission creating such liability has been omitted from this Decree and is
14 subsequently discovered, either party may petition the Court for an allocation of that debt, obligation,
15 liability, or liability arising from such act or omission.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties each have
17 verified to the other that they have made a full disclosure of all debts known to them.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as specifically
19 set forth herein, each party hereto is released and absolved from any and all obligations and liabilities
20 for future acts and duties of the other, and except as specified herein, each of the parties hereby releases
21 the other from any and all liabilities, debts, or obligations of every kind or character incurred up to
22 this date.

23 **ALIMONY**

24 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that alimony as set forth
25 herein is modifiable within the meaning of Nevada law as articulated in *Ballin v. Ballin*, 78 Nev. 224,
26 371 P.2d 32 (1962), *Rush v. Rush*, 82 Nev. 59, 410 P.2d 757 (1966) and *Renshaw v. Renshaw*, 96 Nev.
27 541, 611 P.2d 1070 (1980).
28

1 or to receive any property of the other under a Will, Codicil or any other testamentary instrument,
2 including any trust or life insurance, signed before the date of this Decree, or to claim any family
3 allowance or other interest or to act as executor or personal representative under the other party's Will
4 signed before the date of this Decree, or to otherwise act as administrator of the other's estate except
5 as to the nominee of another person who is legally entitled to make nominations for the administrator.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the provisions in this
7 Decree are fair and reasonable and the parties agree to be bound by all its terms. The parties further
8 acknowledge that they have made an independent investigation into the existence and value of the
9 assets and the liabilities divided hereunder, and the tax consequences, if any, and that upon the parties'
10 direction, that Ramir Hernandez, Esq., and Jason Naimi, Esq. and/or the law firm of Standish Naimi
11 Law Group, did not conduct an investigation or analysis of said assets and liabilities. Both parties
12 hereby waive any and all claims against said attorneys or their respective law firms related to the value
13 and/or existence of any asset or debt divided hereunder of the tax consequences resulting therefrom.
14 The parties further acknowledge that they did not receive tax advice from Ramir Hernandez, Esq., and
15 Jason Naimi, Esq. and/or the law firm of Standish Naimi Law Group, and the parties have been advised
16 to seek the advice of a tax expert for any tax related questions they may have.

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
18 acknowledges that they have read this Decree of Divorce and fully understand the contents and accept
19 the same as equitable and just, that the parties agree this Decree of Divorce has been reached via
20 negotiation and in the spirit of compromise, and that there has been no promise, agreement or
21 understanding of either of the parties to the other except as set forth herein, which have been relied
22 upon by either as a matter of inducement to enter into this agreement, and each party hereto has had
23 the opportunity and actually has been independently advised by an attorney. The parties further
24 acknowledge that this stipulated Decree of Divorce is a global resolution of their case and that each
25 provision herein is made in consideration of all the terms in the Decree of Divorce as a whole. The
26 parties further acknowledge that they have entered into this stipulated Decree of Divorce without
27 undue influence or coercion, or misrepresentation, or for any other cause except as stated herein.
28

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall each
2 bear one hundred percent (100%) of their own attorney's fees and costs.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina shall return to
4 her maiden name as her full and legal name if she so chooses.

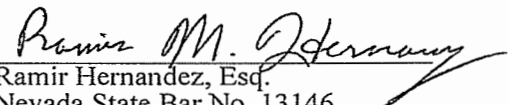
5 Dated this ____ day of _____, 2015.

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8 **DISTRICT COURT JUDGE**

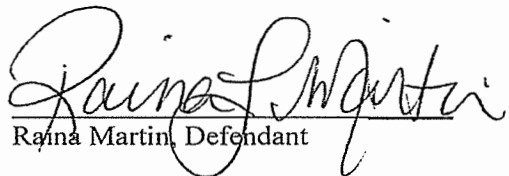
9 Respectfully submitted by:
STANDISH NAIMI LAW GROUP

Approved as to form and content by:
BROOKS HUBLEY, LLP

10
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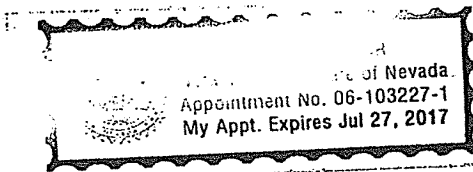
17
18 Erich Martin, Plaintiff


Raina Martin, Defendant

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of September, 2015, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Raina Martin**, known to me or proved to me to be the person described in and who executed the foregoing instrument, who acknowledged to me she executed the same freely and voluntarily and for the purpose therein mentioned.



Dana K. Taylor
Notary Public



ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF _____) ss.

On this _____ day of _____, 2015, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Erich Martin**, known to me or proved to me to be the person described in and who executed the foregoing instrument, who acknowledged to me he executed the same freely and voluntarily and for the purpose therein mentioned.

Notary Public