

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

ERICH M. MARTIN,

Appellant,

vs.

RAINA L. MARTIN,

Respondent.

Electronically Filed
SC NO: July 10, 2021 10:11 p.m.
DC NO: Elizabeth A. Brown
Clerk of Supreme Court

**RESPONDENTS'
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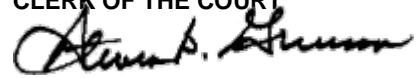
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Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

ERICH MARTIN

Plaintiff,

vs.

RAINA MARTIN

Defendant

CASE NO:15-D-509045-D

DEPT: C

CERTIFICATE OF MAILING

I, ERICH MARTIN, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That on November 26th, 2019, service of the Reply, Motion, Exhibits, and Notice to Appear by Phone was made pursuant to NRCP 5(b) by depositing a copy in the U.S. Mail in the State of Nevada postage prepaid, addressed to:

Raina Martin
2200 Paseo Verde Parkway #350
Henderson, NV 89052

DATED this 26th day of November 2019.

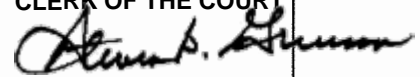
Submitted By:

A handwritten signature in blue ink, appearing to read 'ERICH MARTIN', with a long horizontal flourish extending to the right.

ERICH MARTIN

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1 **EPAP**
2 MATTHEW H. FRIEDMAN, ESQ.
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6 2200 Paseo Verde Parkway, Suite 350
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8 Telephone: (702) 476-2400
9 Facsimile: (702) 476-2333
10 *Attorneys for Defendant*

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

9 ERICH M. MARTIN,

10 Plaintiff,

11 vs.

12 RAINA L. MARTIN,

13 Defendant.
14

CASE NO.: D-15-509045-D

DEPT. NO.: C

15
16 **EX-PARTE MOTION TO EXTEND TIME FOR DEFENDANT TO FILE**
17 **HER REPLY TO PLAINTIFF'S OPPOSITION AND TO FILE**
18 **DEFENDANT'S OPPOSITION TO PLAINTIFF'S COUNTERMOTION**
19 **(FIRST REQUEST FOR EXTENSION OF TIME)**

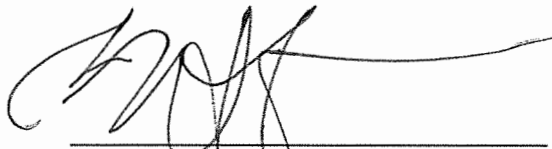
20 Comes now, Defendant, RAINA L. MARTIN, by and through her counsel
21 of record, Matthew H. Friedman, Esq. of the law firm Ford & Friedman, and in
22 accordance with E.D.C.R. Rule 5.511 respectfully moves this Honorable Court for
23 an extension of time to file Defendant's Reply to Plaintiff's Opposition to
24 Defendant's underlying Motion For Appointment Of A Parenting Coordinator,

1 Issuance Of A Behavior Order, For Other Custody Orders And For Defendant's
2 Attorney's Fees And Costs Incurred Herein, And For Related Relief and to file
3 Defendant's Opposition to Plaintiff's CounterMotion to Modify Visitation and
4 Nightly Phone Calls.

5
6 This Ex-Parte Motion is made and based upon the attached Points and
7 Authorities and Affidavit of Counsel and is made in good faith and not to delay
8 justice herein.

9 Dated this 2 day of December, 2019.

10 **FORD & FRIEDMAN**

11
12 

13 MATTHEW H. FRIEDMAN, ESQ.

14 Nevada Bar No. 11571

15 2200 Paseo Verde Parkway, Suite 350

16 Henderson, Nevada 89052

Attorneys for Defendant

17 **POINTS AND AUTHORITIES**

18 **I.**

19 **STATEMENT OF RELEVANT FACTS**

20 On August 27, 2019, Defendant filed her underlying Motion For
21 Appointment Of A Parenting Coordinator, Issuance Of A Behavior Order, For
22 Other Custody Orders And For Defendant's Attorney's Fees And Costs Incurred
23 Herein, And For Related Relief. The Clerk of the Court initially set the Hearing
24

1 on such Motion for October 2, 2019. Thereafter, Plaintiff entered into
2 negotiations with Defendant's undersigned counsel by which the parties sought to
3 resolve the disputes concerning the matters addressed in Defendant's underlying
4 Motion. Plaintiff did not file any response to Defendant's underlying Motion.
5

6 While negotiations continued, Defendant's undersigned counsel agreed to
7 continue the October 2, 2019 Motion Hearing. Such was accomplished by the
8 "Stipulation and Order to Continue Motion Hearing" which was filed herein on
9 September 26, 2019. This Honorable Court then reset the Motion Hearing to
10 November 12, 2019. Plaintiff still did not file any response to Defendant's
11 underlying Motion.
12

13 On November 7, 2019, Plaintiff filed his Ex Parte Motion for Continuance,
14 by which he sought to continue the November 12, 2019 Motion Hearing Date.
15 This Honorable Court granted Plaintiff's request with the filing of the "Order
16 Granting Continuance" which was filed on November 8, 2019. As contained in
17 that Order, Plaintiff was granted until November 26, 2019 to file his Opposition to
18 Defendant's underlying Motion. Additionally, the Order stated that Defendant's
19 reply is Due on December 3, 2019 with the Hearing set for December 10, 2019 at
20 11:00 a.m. before this Honorable Court.
21

22 Apparently, Plaintiff filed his Opposition to Defendant's underlying Motion
23 on November 26, 2019, such being the Tuesday immediately preceding the
24

1 Thanksgiving and Family Day Holidays along with a CounterMotion to Modify
2 Visitation and Nightly Phone Calls is also set for Hearing on December 12, 2019.
3 Although, Plaintiff filed his Opposition and CounterMotion via electronic service,
4 he failed to utilize the Odyssey electronic service system on the undersigned
5 counsel for Defendant. Plaintiff instead mailed his pleadings to the undersigned
6 on November 26, 2019 as confirmed in his Certificate of Mailing filed in the
7 above-entitled matter on November 26, 2019. With the intervening holidays,
8 Plaintiff's pleadings were just received this afternoon by the undersigned as
9 confirmed by the USPS Tracking History attached hereto as Exhibit "A" and
10 incorporated herein by this reference. Yet, in accordance with the Court's Order,
11 Defendant's responsive pleading is due tomorrow, December 3, 2019.
12

13
14 In light of the above facts, Defendant respectfully brings this Ex Parte
15 Request to extend the deadline for the filing of her responsive pleading to
16 Plaintiff's Opposition and CounterMotion.
17

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

1 II.

2 **THIS EX PARTE REQUEST IS APPROPRIATE IN THIS MATTER AND**
3 **THIS COURT HAS THE AUTHORITY TO GRANT**
4 **THE REQUESTED EXTENSION ON AN *EX PARTE* BASIS**

5 E.D.C.R. Rule 5.511 states as follows:

6 **Rule 5.511. Extensions of time relating to motions.**

7 (a) Immediately below the title of any motion or stipulation for extension of time to file
8 any opposition or reply, there shall also be included a statement indicating whether it is
9 the first, second, third, etc., requested extension.

10 (b) The parties may by agreement extend the time within which an opposition or reply
11 must be filed, so long as any scheduled hearing is unaffected, or is continued if it would
12 be affected, and so long as all filings relating to the hearing are filed at least 5 judicial
13 days before the scheduled hearing.

14 (c) A party may file a motion for an extension of time to file an opposition or reply.
15 Such a motion must explain why it could not be obtained by stipulation and be
16 supported by affidavit.

17 (d) Except as otherwise provided by other rule, statute, or court order, an *ex*
18 *parte* motion to extend the time for filing an opposition or reply will not ordinarily be
19 granted. An order granting such a motion may extend the time for filing the subject
20 opposition or reply, or may suspend the due date of that opposition or reply for such
21 period as is required to enable the moving party to apply for a further extension by
22 stipulation or by noticed motion, and may shorten the time until the hearing of such a
23 noticed motion.

24 In accordance with subsection (a) of Rule 5.511, immediately below the
title of this Motion, it clearly states that this is the undersigned's first request for
this extension of time. Furthermore, as required under subsection (c), the
undersigned believes that seeking an extension of time directly from Defendant
would be impracticable given the history of this matter and the animosity that has
been expressed during this present litigation.

The Hearing on Defendant's underlying Motion and Plaintiff's recently
filed Opposition and CounterMotion are now all scheduled for December 12,

1 2019. Although Defendant's Motion was filed and served on Plaintiff during
2 August, 2019, it was not until last Tuesday, November 26th that Plaintiff filed his
3 Opposition thereto along with Plaintiff's CouterMotion. Previously, Defendant
4 agreed to Plaintiff's request to continue the October 12, 2019 Hearing date and
5 Defendant's counsel even prepared the Stipulation and Order effectuating the
6 same.
7

8 Just prior to the Motion Hearing date in November, Plaintiff sought a
9 continuance of that Hearing by *ex parte* Motion, which was granted by this Court.
10 While required to file his Opposition by November 26th, Plaintiff failed to
11 properly serve Defendant's undersigned counsel via Odyssey electronic service.
12 Instead, Plaintiff mailed his pleadings to the undersigned that same day.
13 Therefore, while mailed on November 26th, Plaintiff's recent filings were not in
14 fact received until 2:25 p.m. this date as confirmed by Exhibit "A"—the USPS
15 Tracking History attached hereto.
16

17 Of additional import here is N.R.C.P. Rule 6(b) which states:
18

19 **Rule 6. Computing and Extending Time; Time for Motion Papers**

20 **(b) Extending Time.**

21 (1) **In General.** When an act may or must be done within a specified time:

22 (A) the parties may obtain an extension of time by stipulation if approved by
23 the court, provided that the stipulation is submitted to the court before the original time
24 or its extension expires; or

(B) the court may, for good cause, extend the time:

(i) with or without motion or notice if the court acts, or if a request is made,
before the original time or its extension expires; or

(ii) on motion made after the time has expired if the party failed to act
because of excusable neglect.

1 Defendant's instant request is being made before the December 3, 2019
2 deadline which the Court imposed in its Order Granting Continuance. In light of
3 the fact that Plaintiff's pleadings were just received this date, Defendant will
4 require a reasonable amount of time to review same and provide input to her
5 undersigned counsel to be used to prepare the appropriate Reply.
6

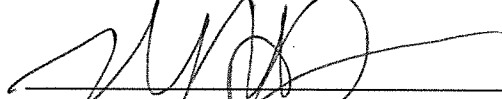
7 **III.**

8 **CONCLUSION**

9 As authorized in E.D.C.R. Rule 5.511 and N.R.C.P. Rule 6, the undersigned
10 asks this Honorable Court for an extension of time to file a Reply to Defendant's
11 Opposition to her underlying Motion and to file an Opposition to Plaintiff's
12 CounterMotion and good cause exists for granting Defendant's instant requests.
13

14 Dated this 2 day of December, 2019.

15 **FORD & FRIEDMAN**

16 

17 MATTHEW H. FRIEDMAN, ESQ.

18 Nevada Bar No. 11571

19 2200 Paseo Verde Parkway, Suite 350

20 Henderson, Nevada 89052

21 *Attorneys for Defendant*

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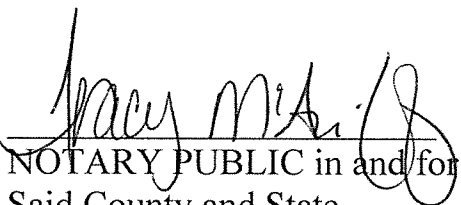
1 believe that such delay will not impede this Hearing from proceeding on
2 December 10, 2019.

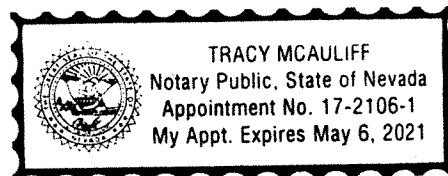
3 FURTHER YOUR AFFIANT SAYETH NAUGHT.
4

5
6 
7 MATTHEW H. FRIEDMAN, ESQ.

8 Subscribed and sworn to before me

9 this 2 day of December, 2019.

10
11 
12 NOTARY PUBLIC in and for
13 Said County and State



“EXHIBIT A”

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70183090000167138495[Remove X](#)

Your item was delivered to an individual at the address at 2:25 pm on December 2, 2019 in HENDERSON, NV 89052.

Delivered

December 2, 2019 at 2:25 pm
Delivered, Left with Individual
HENDERSON, NV 89052

[Get Updates ✓](#)[Feedback](#)

Text & Email Updates

Tracking History**December 2, 2019, 2:25 pm**

Delivered, Left with Individual
HENDERSON, NV 89052

Your item was delivered to an individual at the address at 2:25 pm on December 2, 2019 in HENDERSON, NV 89052.

November 30, 2019, 8:45 am

Delivery Attempted - No Access to Delivery Location
HENDERSON, NV 89052

November 29, 2019, 7:37 am
Departed USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

November 28, 2019
In Transit to Next Facility

November 28, 2019, 12:02 pm
Arrived at USPS Regional Destination Facility
LAS VEGAS NV DISTRIBUTION CENTER

November 27, 2019, 2:52 am
Departed USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER

November 26, 2019, 10:09 pm
Arrived at USPS Regional Origin Facility
AUSTIN TX DISTRIBUTION CENTER

November 26, 2019, 4:58 pm
Departed Post Office
BLANCO, TX 78606

November 26, 2019, 12:24 pm
USPS in possession of item
BLANCO, TX 78606

Feedback

Product Information



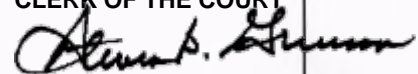
See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

120

120



1 **ORDR**

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10 *Attorneys for Defendant*

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

13 ERICH M. MARTIN,

14 Plaintiff,

15 vs.

16 RAINA L. MARTIN,

17 Defendant.

CASE NO.: D-15-509045-D

DEPT. NO.: C

18 **ORDER EXTENDING TIME TO FILE RESPONSIVE PLEADING**

19 The above-entitled matter having come before the Court on Defendant's
20 Counsel's EX-PARTE MOTION TO EXTEND TIME FOR DEFENDANT TO
21 FILE HER REPLY TO PLAINTIFF'S OPPOSITION AND TO FILE
22 DEFENDANT'S OPPOSITION TO PLAINTIFF'S COUNTERMOTION (FIRST
23 REQUEST FOR EXTENSION OF TIME) that was filed herein on December 2,
24 2019,
AND GOOD CAUSE APPEARING THEREFORE:

1 **IT IS HEREBY ORDERED** that Defendant's Request for Extension of
2 Time is GRANTED.

3 **IT IS FURTHER ORDERED** that Defendant shall file her Reply to
4 Plaintiff's Opposition and her Opposition to Plaintiff's CounterMotion on or
5 before December 6, 2019.

7 **IT IS FURTHER ORDERED** that Defendant shall serve her pleadings
8 upon Plaintiff by mail with a courtesy copy provided to him via his email address:

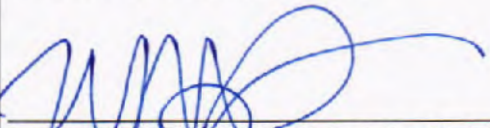
9 emartin2617@gmail.com

10 **IT IS FURTHER ORDERED** that these matters shall proceed to Motion
11 Hearing on December ¹⁰~~12~~, 2019 at 11:00 a.m. as previously scheduled herein.

12 Dated this 4th day of December, 2019.

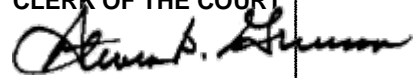
14
15
16 Respectfully submitted by:
FORD & FRIEDMAN


DISTRICT COURT JUDGE *dt*

17
18 
19 MATTHEW H. FRIEDMAN, ESQ.
20 Nevada Bar No.: 11571
21 2200 Paseo Verde Parkway, Suite 350
22 Henderson, Nevada 89052
23 (702) 476-2400
24 *Attorneys for Defendant*

121

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1 **ROPP**

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3 Nevada Bar No.: 11571

4 FORD & FRIEDMAN

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9 mfriedman@fordfriedmanlaw.com

10 *Attorneys for Defendant*

11 **EIGHTH JUDICIAL DISTRICT COURT, FAMILY DIVISION**

12 **CLARK COUNTY, NEVADA**

13 ERICH MARTIN,

14 Plaintiff,

15 vs.

16 RAINA MARTIN,

17 Defendant.

Case No.: 15-509045-D

Department: C

Hearing Date: December 10, 2019

Hearing Time: 11:00 a.m.

Oral Argument Requested: Yes

18
19
20 **PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR**
21 **APPOINTMENT OF A PARENTING COORDINATOR, ISSUANCE OF**
22 **A BEHAVIOR ORDER, FOR OTHER CUSTODY ORDERS AND FOR**
23 **DEFENDANT'S ATTORNEY'S FEES AND COSTS INCURRED**
24 **HEREIN, AND FOR RELATED RELIEF AND OPPOSITION TO**
25 **PLAINTIFF'S COUNTERMOTION TO MODIFY VISITATION AND**
26 **NIGHTLY PHONE CALLS**

27 COMES NOW Defendant, RAINA L. MARTIN, by and through her
28 attorney of record, Matthew H. Friedman, Esq. and Gary Segal, Esq. of the law

1 office of Ford & Friedman and hereby files this Reply in Support of her Motion
2 For Appointment Of A Parenting Coordinator, Issuance Of A Behavior Order,
3 For Other Custody Orders And For Defendant's Attorney's Fees And Costs
4 Incurred Herein, And For Related Relief And Opposition To Plaintiff's
5 Countermotion To Modify Visitation And Nightly Phone Calls, and requests
6 that this Honorable Court enter an order commanding the following:
7
8

- 9 1. That Plaintiff take nothing by way of his Opposition and Countermotion;
10
- 11 2. For the Appointment of a Parenting Coordinator;
12
- 13 3. For issuance of a Mutual Behavior Order including admonitions to the
14 parties to restrain their respective spouse/significant other from
15 inappropriate, harassing communications;
16
- 17 4. For issuance of a judgment in favor of Defendant for Plaintiff's lack of
18 payment for one-half (1/2) of the unreimbursed medical expenses for
19 the medical care of the parties' minor child;
20
- 21 5. For an order confirming the custodial arrangements contained within
22 the parties Decree of Divorce;
23
- 24 6. For such other and further relief as the Court deems just and proper in
25 the premises.
26
27
28

This Reply and Opposition is based on the foregoing Memorandum of Points and Authorities, the papers and pleadings on file, and any other issues this court may wish to consider.

Dated this 6 day of December, 2019.

FORD & FRIEDMAN


MATTHEW L. FRIEDMAN, ESC

MATTHEW H. FRIEDMAN, ESQ.
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Attorneys for Defendant

POINTS AND AUTHORITIES

I.

INTRODUCTION

Plaintiff's filings are replete with evidence confirming his penchant for dishonesty, deception, and skullduggery identified by Raina within her underlying motion. Plaintiff simply cannot be trusted to be honest with this Court. Indeed, Plaintiff's lies and misrepresentations relative to the underlying motion began with his *ex parte* motion to continue. The entirety of this filing is based in fiction, specifically the claims that "opposing counsel waited until the last minute to inform [him] of [Raina's] objection of settlement terms..." Within this filing, Plaintiff falsely claims to the Court that he "was under the impression from negotiations that we had resolved the primary concerns that had been raised." Without improperly disclosing specific settlement negotiations, it was Plaintiff who expressly withdrew his agreement to the most critical settlement term when he proclaimed that was no longer in agreement with the. Plaintiff was well aware that this term was the single greatest motivating factor behind Raina's **Motion for Appointment of a Parenting Coordinator**, et al. and his express repudiation of this term made it clear to the undersigned that a settlement agreement would not be forthcoming. (*see Exhibit "A"*). Raina had already agreed to a lengthy continuance in the interest of resolving the matter without Court intervention,

1 when Plaintiff opted to pull out of the agreement in bad faith days before the
2 hearing. Plaintiff then expressly stated to counsel he would never agree to the
3 appointment of a parenting coordinator, yet had the audacity to request yet another
4 continuance.
5

6
7 As this Court will recall, Raina initially filed her underlying motion on or
8 about August 27, 2019, thereby rendering Plaintiff's opposition due on or before
9 September 12, 2019. On September 16, 2019 Plaintiff reached out to the
10 undersigned and indicated he would like to discuss settlement options and
11 requested a continuance of the upcoming hearing to accomplish the same. While
12 the undersigned agreed to continue the matter so the parties may work towards
13 resolution, he expressly informed Plaintiff that, in the event he felt he might
14 ultimately be inclined to litigate the matter, he should promptly get his opposition
15 on file. Indeed, the stipulation and order to continue the hearing served only that
16 singular purpose and expressly and intending did not afford Plaintiff and
17 extension of time within which to file his opposition. Despite the clear warning of
18 counsel, Plaintiff opted to not file his opposition. Instead, upon repudiating the
19 agreements reached days before the continued hearing, and after causing Riana to
20 incur the attorney fees and cost associated with two (2) months of negotiations,
21 Plaintiff misled this Court and obtained yet another continuance and even more
22 time within which to file his opposition.
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1 Plaintiff's Opposition is also riddled with blatant misrepresentations and
2 outright falsehoods which collectively offer substantial evidence of Plaintiff's
3 penchant for dishonesty. Plaintiff is either grievously delusional, believing that no
4 one can possibly hold him to account for his lies, or else is such a pathological liar
5 that he can no longer separate fact from fiction. Either rationale for his behavior
6 will continue to yield disastrous results and serves to highlight the necessity of the
7 relief requested by Raina from this Court. Unfortunately, the thirty (30) page limit
8 imposed upon this pleading by local rule does not possibly allow for sufficient
9 space to comprehensively rebut each and every false assertion offered by Plaintiff.
10 Instead, herein, Raina will identify and rebut the most egregious falsehoods
11 concocted and trust that, in so doing, she will thereby depose Plaintiff's moving
12 paperwork as egregiously misleading and patently false. Similarly, such an
13 exercise will surely expose the lack of merit to nearly all of Plaintiff's requested
14 relief.

15 It has become apparent that Plaintiff's tactics will only escalate as he
16 continues to attempt to manufacture a case to paint Raina in poor light and
17 minimize his responsibility for the state of the parties' unhealthy co-parenting
18 relationship as well as his abject failure to abide by the plain language of the
19 parties Decree of Divorce. The reality is simply that he has no real interest in the
20 child, or Raina, his sole concern is for his pocketbook.

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II.

REPLY

A. THIS COURT SHOULD ORDER THE APPOINTMENT OF A PARENTING COORDINATOR.

The appointment of Parenting Coordinators has become more prevalent in our Courts. In *Harrison v. Harrison*, 132 Nev. 564, 376 P.3d 173 (2016), our Nevada Supreme Court acknowledged this growing trend:

Defining a parenting coordinator

The use of parenting coordinators in the family law arena has become a common practice across the country. See *Bower v. Bournay-Bower*, 469 Mass. 690, 15 N.E.3d 745, 748–49 (2014) (referencing several jurisdictions that allow for the use of parenting coordinators by statute, court rule, or caselaw). In general, parenting coordinators are neutral third-party intermediaries who facilitate resolution of conflicts related to custody and visitation between divorced or separated parents. *Id.* at 748. Thus, parenting coordinators can be described as providing a hybrid of mediation and arbitration services. *Id.* at 748–49.

“Furthermore, access to a parenting coordinator offers dispute resolution sooner than the Harrisons would be able to appear before a judge, which may reduce the likelihood of contempt complaints or other formal proceedings between the parents. See *id.*”

Harrison at 571, 376 P.3d at 177.

In *Harrison* the parties had agreed to the use of a parenting coordinator (which will be referred to herein after as the “PC” for brevity). In the more recent case of *Bautista v. Picone*, 134 Nev. 344, 419 P.3d 157 (2018), the use of a PC was ordered by the Court. Upon review, relying on *Harrison*, the Supreme Court,

1 summarized several factors present in *Harrison* to be considered when a PC is
2 appointed:
3

4 “In *Harrison*, we approved of the appointment of a parenting coordinator,
5 listing several factors: **(1) the parents' custody dispute was highly**
6 **contentious and multiple custody pleadings were filed in district**
7 **court**, (2) the parents consented to the appointment of a coordinator, (3)
8 “the parenting coordinator’s authority was limited to resolving non-
9 substantive issues” between the parents, and (4) the district court
10 maintained the final decision-making authority.

11 *Id.* at 336, at P.3d 178-79.

12 “The district court does not improperly delegate its decision-making
13 authority by simply appointing a parenting coordinator. *Id.* at 572, 376
14 P.3d at 178. However, the district court has the ultimate decision-making
15 power regarding custody determinations, and that power cannot be
16 delegated to a parenting coordinator under any circumstance.”

17 *Bautista* at 337, 419 P.3d at 159.

18 Here, within his opening statements to this Court, **Plaintiff concedes that**
19 **the relationship he and Rain share is “highly contentious.”** (*see Plaintiff’s*
20 *Reply and Opposition at page 3, line 1*). While the parties may not agree as to the
21 specific cause of such volatility in their relationship, they do clearly agree upon its
22 dysfunction and volatility. It would appear then, from the four (4) corners of his
23 Opposition that Plaintiff’s sole reasoning for refusing the appointment of a
24 parenting coordinator is financial in nature. Indeed, he openly states that should
25 this Court deem a PC appropriate, “it should solely be at the expense of the
26 Defendant.” However, as this Court is likely aware, within the Orders appointing
27
28

1 parenting coordinator, a specific clause allows for the apportioning of the PC's
2 fees throughout their appointment in accordance with the relative use of the
3 parenting coordinator by each party as well as the relative merit of each party's
4 perspective on the various disputes which the parenting coordinator is left to
5 address. If Plaintiff's bold statements that all of the parties' issues are the result of
6 Riana's poor behavior and actions, the PC will be soundly within their discretion
7 to apportion all the costs to Raina. Admittedly, Plaintiff provides this Court with
8 one instance, involving one subject wherein the parties' reached an agreement.
9 However, this Court must not be misled by Plaintiff's attempted sophistry as this
10 single instance of cooperation is the exception rather than the norm and clearly
11 does not obviate the need for a parenting coordinator. Moreover, conveniently
12 missing from Plaintiff's pleading is the fact that, after Raina upheld her end of the
13 agreement by allowing Plaintiff the extra week, Plaintiff refused to allow Raina
14 the mid-summer visit he promised. As such, Raina believes it proper for this Court
15 to order the appointment of a parenting coordinator.

22 **B. PLAINTIFF SHOULD BE ORDERED TO TENDER HIS ONE-**
23 **HALF SHARE OF THE UNREIMBURSED MEDICAL**
24 **EXPENSES.**

25 While Plaintiff alleges that Raina's use of out-of-network providers is the
26 sole reasoning behind the out-of-pocket medical expenses, he provides no offers
27 of proof to support such claims and Raina asserts that all out-of-pocket expenses
28

1 were reasonable and unavoidable. Indeed, concerning Plaintiff's statements that
2 Raina chose to provide Nathan with a "designer brand, individually engraved"
3 glasses is patently false. Raina provided Nathan with a pair of transition lenses
4 that Nathan personally selected that were not individually engraved and did not
5 cost the parties \$400. Indeed, it seems likely that, by purchasing the transition
6 lenses, Raina saved money by not having to buy a pair of prescription sunglasses.
7

8
9 As such, the issue before the Court concerning the expenses and Plaintiff's
10 requirement to pay his one-half share is governed by the parties Decree of Divorce
11 and the standard 30/30 rule contained within the same. Given that Raina properly
12 noticed her request for reimbursement, it is clear that Plaintiff is seeking only to
13 avoid yet another financial obligation. Accordingly, this Court should Order
14 Plaintiff to tender his one-half share immediately, pursuant to the express terms of
15 the parties' Decree of Divorce and the 30/30 rule.
16
17

18
19 **C. THE PARTIES AGREE THAT A BEHAVIOR ORDER IS**
20 **NECESARY.**
21

22 Given that Plaintiff concedes that a mutual behavior order is warranted in
23 the instant matter, Raina respectfully requests that this Court enter the mutual
24 behavior order as set forth in the underlying Motion, to wit:
25

- 26 1. No abusive (foul language, name calling, etc.) contact (including telephone calls,
27 letters, email, etc.) to the other party by each other or by the other's spouse or
"significant other" (if any).
- 28 2. Avoid any unnecessary contact with the other party's spouse or "significant
other" (if any) and do not initiate conflicts with them.

3. No unnecessary contact with other people associated to the other party for the purposes of discussing court proceedings or making negative/disparaging allegations against the other party.
4. Neither party, either directly or through an agent, shall threaten, physically injure, harass, or disparage the other party to this action. This prohibition shall apply to all methods of communication, including postings on websites or social media.
5. Each party shall remain at least 100 yards away from the other party's residence, unless otherwise agreed to in writing.
6. Each party shall remain at least 100 yards away from the other party's place of employment, unless otherwise agreed to in writing.
7. Each party shall remain at least 100 yards from the residences and places of employment of the other party's parents and other relatives, unless otherwise agreed to in writing.
8. Neither party shall damage property belonging to one or both parties.
9. There shall be no name calling by either party.
10. Neither party shall use foul language in the company of the other party.
11. Neither party shall harass the other party at the other's place of employment, including contacting the employer to make negative or disparaging allegations.
12. Each party shall maintain respect towards the other party's relatives and friends.
13. Both parties shall advise all friends, relatives and spouses or "significant others" (if any), not to disparage, criticize or harass the other party.
14. Both parties shall advise all friends, relatives and spouses or "significant others" (if any), to avoid any unnecessary contact with the other party or the other party's spouse or "significant other" (if any) and do not initiate conflicts with them
15. There shall be no threats of violence or harm to any other person, any other relative and/or friends of either party.
16. Each party shall be prohibited from providing copies of unsolicited documents (personal letters, court pleadings, etc.) to anyone associated with a party (family members, neighbors, employers, etc.) for the intended purpose of shedding the other party in a negative light.
17. Communication between the parties shall be restricted to "Our Family Wizard" only. Said communications shall be restricted to one (1) single topic per message and shall not exceed four (4) sentences in length, per message.

The parties are **hereby put on notice that each and every violation** of this order may result in the party being held in contempt of court pursuant to NRS Chapter 22, which could result in a fine of \$500.00, twenty-five (25) days in jail and/or an award of attorney's fees for **each violation** (e.g. 4 separate violations could be 100 days in jail)."

...

...

1 **D. PLAINTIFF SHOULD BE ORDERED TO OBTAIN DENTAL**
2 **COVERAGE FOR NATHAN THROUGH AN INSURANCE**
3 **PROVIDER.**

4 Plaintiff claims that Raina has never used the dental coverage provided by
5 him. However, given that Plaintiff has failed to provide actual dental coverage for
6 Nathan, it is inherently impossible for Raina to do so. Indeed, in yet another effort
7 to dodge his parental financial responsibilities, Plaintiff asserts that, given Raina's
8 employment within a dental office that Nathan receives (or should receive) dental
9 care at no cost. This assertion is not only patently false, but indeed, confirms that
10 Defendant has no intention (and indeed feels he has no obligation) to provide
11 dental coverage despite the same having been ordered by this Court years ago. As
12 such, Raina respectfully requests that this Court admonish Plaintiff for his
13 disregard of this Court's past orders and order that he immediately obtain dental
14 coverage for Nathan.
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19 **III.**

20 **OPPOSITION**

21 **A. PLAINTIFF FAILED TO FILE A FINANCIAL DISCLOSURE**
22 **FORM WITH THE COURT AND THEREFORE, HIS**
23 **COUNTERMOTION SHOULD BE DENIED.**
24

25 EDCR 5.506 provides as follows:

26 "(a) Any motion for fees and allowances, temporary spousal support,
27 child support, exclusive possession of a community residence, or any
28 other matter involving the issue of money to be paid by a party must be

1 accompanied by an affidavit of financial condition describing the
2 financial condition and needs of the movant. The affidavit of financial
3 condition must be prepared on a form approved by the court. An
4 incomplete affidavit or the absence of the affidavit of financial condition
5 may be construed as an admission that the motion is not meritorious and
6 as cause for its denial. Attorney's fees and other sanctions may be
awarded for an untimely, fraudulent, or incomplete filing."

7 EDCR 5.506 requires all parties to file a financial disclosure form with
8 the Court *prior* to requesting any financial orders, including a request for
9 attorney's fees or modification of child support. Where a party has failed to
10 comply with this requirement, the entirety of the Motion may be deemed
11 meritless. Plaintiff's Motion indeed contains a request for financial relief, as he
12 seeks to have Riana absorb additional travel costs for Nathan's visitation, yet
13 as of the date of this filing of this reply and opposition, Plaintiff has failed to
14 file his financial disclosure form. As such, any financial relief requested in his
15 counter-motion summarily must be denied. Although Raina believes Plaintiff's
16 counter-motion is utterly lacking in merit in a number of other ways, Plaintiff's
17 counter-motion can and should be denied on this basis alone.

22 **B. PLAINTIFF FAILED TO PROVIDE ADEQUATE LEGAL**
23 **AUTHORITY IN SUPPORT OF HIS COUNTERMOTION AND**
24 **THEREFORE HIS COUNTERMOTION SHOULD BE DENIED.**

25 EDCR 5.502 requires each party filing a motion to provide adequate legal
26 support within the four corners of their moving brief with the filing of a
27 memorandum of points and authority.
28

1 EDCR 5.502(g) specifically delineates and defines “adequate legal
2 support” as follows:
3

4 “A memorandum of points and authorities that consists of bare citations
5 to statutes, rules, or case authority **does not** comply with this rule, and
6 **the court may decline to consider it.** Supplemental submissions will
only be permitted by order of the court.” [*Emphasis added*]
7

8 In his countermotion, Plaintiff offers an exceedingly brief narrative
9 wherein he conclusively reasons that that his proposed custodial modification is
10 “appropriate.” Yet his brief is utterly lacking in any cogent analysis or argument
11 in support of how it is appropriate. It would appear Plaintiff reasons that his
12 request is appropriate simply because he says so and that the reasoning is self-
13 evident despite lacking any supporting legal authority. The undersigned must
14 respectfully disagree. This is precisely the bare citation to authority EDCR
15 5.502(g) seeks to prohibit. As such, the Court is well within its discretion to
16 deny Plaintiff’s motion summarily and indeed it appears such a ruling is more
17 than warranted.
18
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22 **C. RAINA HAS NOT WITHHELD VISITATION FROM PLAINTIFF.**

23 Plaintiff opens his Countermotion with the false claims that Raina refused
24 him visitation with Nathan this past October. However, what Plaintiff does not
25 inform this Court is that, in an effort to cooperatively co-parent with Plaintiff,
26 Raina willingly sent Nathan to Colorado in August (despite the child having just
27
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1 returned from Colorado weeks prior following the summer break visitation) so
2 that he could attend Plaintiff's military retirement ceremony. Without Raina's
3 agreement to the contrary, the parties parenting plan would have otherwise
4 provided for Plaintiff's exercising visits out-of-state in alternating months,
5 meaning that he would have not been eligible to have the child in his home until
6 September. In recognition of this alternating schedule, Raina was prepared for
7 Nathan to travel to Colorado in consecutive months for the September visit.
8 Unfortunately, for reasons he did not disclose to Raina, Plaintiff forfeited his
9 visitation in Colorado for the month of September. Subsequently, Plaintiff
10 requested that Raina send Nathan to Colorado from October 24th – October 27th.
11 Raina declined Plaintiff's request and reminded Plaintiff that, pursuant to the
12 every other month schedule, the October visit was to occur in Nevada and,
13 therefore, Nathan would not be traveling in October. However, Raina expressly
14 stated that Plaintiff was "always welcome here." (*see Exhibit "B"*). As he often
15 does, Plaintiff did not see it fit to expend the costs associated with traveling to Las
16 Vegas to see his son and instead opted to forego his October visitation as well.
17 Clearly, the missed visit was not a result of Raina's denying visitation, but instead,
18 Plaintiff's willful decision that a weekend with Nathan in Nevada was contrary to
19 his financial imperatives or preference.
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1 **D. PLAINTIFF'S REQUEST TO MODIFY THE CUSTODIAL**
2 **AGREEMENT SHOULD BE DENIED AS IT IS NOT IN NATHAN'S**
3 **BEST INTEREST.**

4 NRS 125C.0045 provides the legal authority for a parent to move for a
5 modification of custody. A party seeking such a modification of the visitation
6 schedule, such a request is deemed a modification of the underlying custody
7 order. *See Wallace v. Wallace*, 112 Nev. 1015, 922 P.2d 541 (1996). When a
8 party is seeking to modify a custody arrangement, even solely for the purpose
9 of modifying without disturbing custodial designation must still analyze and
10 meet the best interest standards promulgated by the Court in *Ellis v. Carucci*,
11 167 P.3d 239 (2007).
12
13
14

15 With the exception of Plaintiff's conclusory statement that Nathan
16 enjoys spending time in with his step-siblings (which is permitted under the
17 current order), Plaintiff's counter motion is bereft of any analysis of the best
18 interest factors as set forth in NRS 125C.0035(4), adequately articulating how
19 his requested modification to the parties' Decree of Divorce seeks to serve the
20 interest of the specific child at issue herein. Indeed, Plaintiff dedicates a
21 signification portion of his time focusing on the financial aspects of his
22 request.
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1 As this Court is aware, when considering what is in a child's best interests,
2 the legislature has promulgated a series of factors to be considered, including, but
3 not limited to:
4

- 5 1. Which parent is more likely to allow the child to have frequent
6 associations and a continuing relationship with the
7 noncustodial parent;
- 8 2. The level of conflict between the parents;
- 9 3. The physical, developmental and emotional needs of the child;
- 10 4. The nature of the relationship of the child with each parent;
- 11 5. The ability of the parents to cooperate to meet the needs of the
12 child.

13 *See* NRS 125C.0035(4).

14 Here, Raina is the primary custodian of Nathan subject to out-of-state
15 visitation by Plaintiff. Additionally, each of the parties is to enjoy daily
16 telephone contact with Nathan during their non-custodial time. The parties
17 have been following this arrangement since the entry of the Decree of Divorce
18 on November 5, 2015 – more than four (4) years. At the time of their divorce,
19 the parties agreed (and Raina still believes) the current custodial timeshare was
20 in the best interest of Nathan.
21

22 After a cursory review of Plaintiff's moving paperwork, it appears that
23 the motivation for demanding the custodial modification set forth therein was
24 not made with Nathan's best interest in mind, but rather in an attempt to
25 minimize Plaintiff's current financial obligations. Clearly it would not be in
26 Nathan's best interest to travel each and every month to Colorado (or Texas, or
27
28

1 “where [Plaintiff] chooses.”) Nathan is in school and such travel requires a late
2 departure on Fridays following the conclusion of the school day, which result
3 in Nathan arriving at his destination between 9:00 and 11:00 p.m. Additionally,
4 given the time change, Nathan now spends much of his visitation adjusting to
5 the same, often leaving him exhausted upon his return.
6
7

8 Moreover, Plaintiff’s allegation that Raina has refused to cooperate with
9 him at all turns is demonstratively false. Indeed, on numerous occasions Raina
10 has attempted to work with Plaintiff and has expressed her willingness to help
11 support Plaintiff and Nathan’s relationship given Plaintiff’s continued choice
12 to reside out-of-state. To date, Raina remains extremely open to helping
13 effectuate a lasting relationship between Nathan and Plaintiff, however, she
14 does not believe that the modifications proposed by Plaintiff are, in anyway,
15 what is best for Nathan. As such, Raina would propose the parties maintain the
16 custodial arrangement contained within their Decree of Divorce.
17
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21 **E. NATHAN IS OF A SUFFICIENT AGE TO DECIDE THE**
22 **FREQUENCY WITHIN WHICH HE COMMUNICATES WITH**
23 **RAINA AND PLAINTIFF.**

24 Plaintiff seeks to minimize the amount of telephonic contact Nathan is to
25 receive while with the parties. While the Decree of Divorce allows for daily
26 contact, Raina acknowledges that as Nathan grows older, he may decide he does
27 not need/want to speak with her or Plaintiff each and every day. Accordingly,
28

1 Raina recently purchased a cellular phone for Nathan, which is limited to phone
2 calls and text messaging only, so that Nathan is afforded the opportunity to speak
3 with Plaintiff whenever he chooses. Accordingly, should this Court decide that a
4 modification to the telephonic communication provision of the parties Decree is
5 warranted, Raina would propose Nathan be afforded discretion to determine the
6 frequency in which he speaks with the non-custodial parent.
7
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10 **IV.**

11 **CONCLUSION**

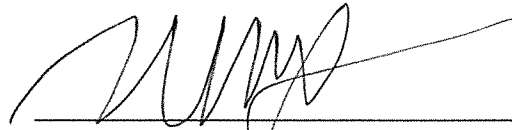
12 For the foregoing reasons, Plaintiff Stacey Akeson, prays for an order
13 commanding following:
14

- 15 1. That Plaintiff take nothing by way of his Opposition and Countermotion;
- 16 2. For the Appointment of a Parenting Coordinator;
- 17 3. For issuance of a Mutual Behavior Order including admonitions to the
18 parties to restrain their respective spouse/significant other from
19 inappropriate, harassing communications;
20
21
- 22 4. For issuance of a judgment in favor of Defendant for Plaintiff's lack of
23 payment for one-half (1/2) of the unreimbursed medical expenses for
24 the medical care of the parties' minor child;
25
26
- 27 5. For an order confirming the custodial arrangements contained within
28 the parties Decree of Divorce;

1 6. For such other and further relief as the Court deems just and proper in
2 the premises.
3

4 DATED this 6 day of December, 2019.

5 **FORD & FRIEDMAN**

6 
7

8 MATTHEW H. FRIEDMAN, ESQ.
9 Nevada Bar No. 11571
10 2200 Paseo Verde Pkwy, Suite 350
11 Henderson, Nevada 89052
12 *Attorneys for Defendant*
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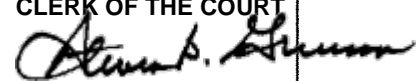
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Erich Martin
3815 Little Dipper Dr.
Ft. Collins, Colorado 80528
Plaintiff in Proper Person

Tracy McAllister
An Employee of Ford & Friedman

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1 **EXHS**

2 MATTHEW H. FRIEDMAN, ESQ.

3 Nevada Bar No.: 11571

4 mfriedman@fordfriedmanlaw.com

5 **FORD & FRIEDMAN**

6 2200 Paseo Verde Parkway, Suite 350

7 Henderson, Nevada 89052

8 T: (702) 476-2400

9 F: (702) 476-2333

10 *Attorneys for Defendant*

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

13 ERICH M. MARTIN,

14 Plaintiff,

15 vs.

16 RAINA L. MARTIN,

17 Defendant.

CASE NO.: D-15-509045-D

DEPT.: C

Date of Hearing: December 10, 2019

Time of Hearing: 11:00 a.m.

18 **APPENDIX OF EXHIBITS TO DEFENDANT'S REPLY IN SUPPORT**
19 **OF MOTION FOR APPOINTMENT OF A PARENTING**
20 **COORDINATOR, ISSUANCE OF A BEHAVIOR ORDER, FOR OTHER**
21 **CUSTODY ORDERS AND FOR DEFENDANT'S ATTORNEY'S FEES**
22 **AND COSTS INCURRED HEREIN, AND FOR RELATED RELIEF AND**
23 **OPPOSITION TO PLAINTIFF'S COUNTERMOTION TO MODIFY**
24 **VISITATION AND NIGHTLY PHONE CALLS**

20 COMES NOW Defendant, RAINA MARTIN, by and through his
21 counsel of record Matthew H. Friedman, Esq., of the law firm of Ford &
22 Friedman and hereby files this Appendix Of Exhibits To Defendant's Reply in
23 Support of her Motion For Appointment Of A Parenting Coordinator, Issuance

1 Of A Behavior Order, For Other Custody Orders And For Defendant's
2 Attorney's Fees And Costs Incurred Herein, And For Related Relief And
3 Opposition To Plaintiff's Countermotion To Modify Visitation And Nightly
4 Phone Calls.

5
6 This Appendix is filed pursuant to EDCR 5.205(d).

7 DATED this 6 day of December, 2019.

8 **FORD & FRIEDMAN**

9
10 
MATTHEW H. FRIEDMAN, ESQ.

11 Nevada Bar No.: 11571

12 2200 Paseo Verde Parkway, Suite 350

13 Henderson, Nevada 89052

14 *Attorneys for Defendant*

1 **APPENDIX OF EXHIBITS**

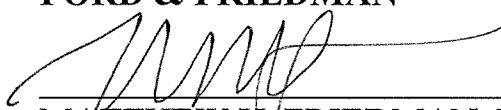
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Ex.	Description	Bates No.
3 A.	Email from Plaintiff to Defendant's counsel, dated November 4, 2019	DFT 0001
4 B.	Our Family Wizard Communications concerning October 2019 visitation	DFT 0002 – DFT 0003

5

6 DATED this 9 day of December, 2019.

7 **FORD & FRIEDMAN**

8 

9 MATTHEW H. FRIEDMAN, ESQ.

10 Nevada Bar No.: 11571

11 2200 Paseo Verde Parkway, Suite 350

12 Henderson, Nevada 89052

13 *Attorneys for Defendant*

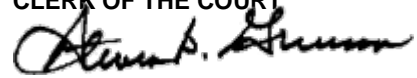
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Erich Martin
3815 Little Dipper Dr.
Ft. Collins, Colorado 80528
Plaintiff in Proper Person

May McAllister
An Employee of Ford & Friedman

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EXMT
Name: Erich Martin
Address: 3815 Little Dipper Dr
Ft. Collins, CO 80528
Telephone: (307) 275-6343
Email Address: emartin2617@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

ERICH MARTIN

Plaintiff,

vs.

RAINA MARTIN

Defendant

CASE NO:15-D-509045-D

DEPT: C

EX PARTE MOTION FOR CONTINUANCE

Erich Martin, the Plaintiff in Proper Person, moves the Honorable Court for an Order granting a continuance. This motion is brought in good faith and is based on the attached Points and Authorities. Declaration of Movant, the papers and pleadings on file herein, and such further evidence and argument that may be requested.

DATED December 9th, 2019

Submitted By: 

POINTS AND AUTHORITIES

A Party may request a continuance of a hearing through an ex parte motion. EDCR 5.514(c). This ex parte motion seeks to continue a hearing on the court's calendar.

FACTS AND ARGUMENT

1. **Current Court Date.** There is a court date set for December 10, 2019 at 11:00 AM

2. **Prior Requests.**

- November 7th, 2019

3. **Attempt to Resolve.** *The other party will not agree to continue hearing date because:*

On December 9th, 2019, I reached out to opposing counsel Mr. Matthew Friedman to agree to a continuance on the hearing so that I may file a response to Defendant's new documentation submitted to the court on December 6th, 2019. However, I was unable to reach opposing counsel on this matter. Furthermore, due to the fact that the case is sealed, I cannot get access to the information they submitted, and haven't received service of their rebuttal.

4. **Reason for Continuance.**

I have in good faith been attempting to represent myself. However, I have yet to receive Defendant's response to my Counter Motion to the Court. Based on the lack of this information I am requesting that the Court move the date of our hearing so I may provide a proper rebuttal to Defendant's counter argument and provide any necessary documentation to the Court. Due to the fact that Defendant has obtained an Order to Seal our case, this has created a roadblock to my

ability to access this documentation based on my geographic location and the Court's regulations on this matter.

Defendant's motion addresses issues that affect our son's ability to communicate with me and maintain a positive relationship with both parents. Based on the gravity of the situation, I would like an opportunity to address the factual and legal assertions made by Defendant so that the Court can make a fully-informed decision that will be in the best interest of our son.

5. New Date Requested. If granted, I ask the court if possible to reschedule the court date for a date and time after January 6th, 2020.

I respectfully ask the Court to continue the court date as requested above, and any other relief the Court finds appropriate.

DATED December 9th, 2019

Submitted By: _____



DECLARATION IN SUPPORT OF MOTION

I declare, under penalty of perjury:

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

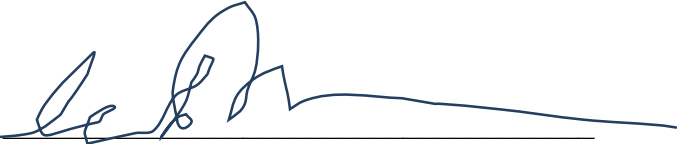
b. Additional facts to support my requests include: N/A

c. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix

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

DATED December 9th, 2019.

Submitted By: _____

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke at the end, positioned over a horizontal line.

124

124

Divorce - Complaint

COURT MINUTES

December 10, 2019

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

December 10, 2019 11:00 AM All Pending Motions

HEARD BY: Burton, Rebecca L. COURTROOM: Courtroom 08

COURT CLERK: Ford, Diane

PARTIES PRESENT:

Erich M Martin, Counter Defendant, Plaintiff, Not Present Pro Se

Raina L Martin, Counter Claimant, Defendant, Present Matthew H. Friedman, Attorney, Present

Nathan L Martin, Subject Minor, Not Present

JOURNAL ENTRIES

DEFENDANT'S MOTION FOR APPOINTMENT OF A PARENTING COORDINATOR, ISSUANCE OF A BEHAVIOR ORDER, FOR OTHER CUSTODY ORDERS AND FOR DEFENDANT'S ATTORNEY'S FEES AND COSTS INCURRED HEREIN, AND FOR RELATED RELIEF...PLAINTIFF'S COUNTERMOTION TO DEFENDANT'S MOTION FOR APPOINTMENT OF PARENTING COORDINATOR, ISSUANCE OF A BEHAVIOR ORDER, FOR OTHER CUSTODY ORDERS AND FOR DEFENDANT'S ATTORNEY'S FEES AND COSTS INCURRED HEREIN, AND FOR RELATED RELIEF AND MOTION TO MODIFY VISITATION AND NIGHTLY PHONE CALLS...PLAINTIFF'S REPLY AND OPPOSITION TO DEFENDANT'S MOTION FOR APPOINTMENT OF PARENTING COORDINATOR, ISSUANCE OF A BEHAVIOR ORDER, FOR OTHER CUSTODY ORDERS AND FOR DEFENDANT'S ATTORNEY'S FEES AND COSTS INCURRED HEREIN, AND FOR RELATED RELIEF...DEFENDANT'S REPLY IN SUPPORT OF MOTION FOR APPOINTMENT OF A PARENTING COORDINATOR, ISSUANCE OF A BEHAVIOR ORDER, FOR OTHER CUSTODY ORDERS AND FOR DEFENDANT'S ATTORNEY'S FEES AND COSTS INCURRED HEREIN, AND FOR RELATED RELIEF AND OPPOSITION TO PLAINTIFF'S COUNTERMOTION TO MODIFY VISITATION AND NIGHTLY PHONE CALLS

Plaintiff (Dad) appeared telephonically.

Court reviewed the history of the parties and the pleadings on file.

Discussion regarding if Dad had received the exhibits filed by the Defendant (Mom), and how it was served upon him.

COURT FINDS that it has subject matter jurisdiction over this case, personal jurisdiction over the parties, and child custody subject matter jurisdiction over the minor child(ren).

HOUSEKEEPING ISSUE as to how the parties are referring to each other in their documentation.

Argument by Attorney Friedman and Dad regarding the parties having a parenting coordinator.

Dad requested that all the medical bills be sent through both insurance policies. Discussion

regarding this matter.

Further discussion regarding if an evidentiary hearing should be set for Dad providing the dental insurance.

Attorney Friedman had Dad verify on the record that he will accept correspondence through his e-mail. Dad verified that he would accept correspondence through e-mail.

COURT ORDERED the following:

1. All communication regarding the minor child shall be between the parents only, no third parties, no step-parents, or significant other.
2. Our Family Wizard (OFW) is to be used only by the parents, no third parties, no step-parents, or significant other. Parties shall implement the TONE METEOR in OFW. ALL COMMUNICATION is to be polite, respectful, business like regarding child issues only, without swearing, criticizing, disparaging the other Parent, or telling the other parent how to parent. If an emergency arises regarding the minor child, Parties may contact the other Parent directly.
3. The minor child must wear his glasses at all times. The minor child may pick out his own glasses as long as the out-of-pocket cost is not more than \$100.00 (\$50.00 per parent).
4. The JOINT LEGAL CUSTODY is still the Order of the court and is enforceable. Mom shall notify Dad of all doctors appointments through OFW as soon as they are made.
5. By December 17, 2019, Mom shall provide the break down cost of the minor child's dental insurance, which is being provided through Mom's significant other, to Dad. By December 31, 2019, Dad shall either chose to pay for that dental insurance or buy other dental insurance. By January 1, 2020, there shall be dental insurance in place for the minor child.
6. Under the Nevada Statue, make-up time is only for wrongful denial not for forfeited time.
7. The minor child shall have privacy during telephone calls with the non-custodial parent.
8. The non-custodial telephone call shall be at 8:00 p.m. the minor child's time.
9. Mom WAIVES reimbursement of the \$567.50 for unreimbursed medical expenses.
10. Any unreimbursed medical, dental, optical, orthodontic or other health related expense incurred for the benefit of the minor child/children is to be divided equally between the parties. Either party incurring an out of pocket medical expense for the child/children shall provide a copy of the paid invoice/receipt to the other party within thirty days of incurring such expense, if not tendered within the thirty day period, the Court may consider it as a waiver of reimbursement. The other party will then have thirty days from receipt within which to dispute the expense in writing or reimburse the incurring party for one-half of the out of pocket expense, if not disputed or paid within the thirty day period, the party may be subject to a finding of contempt and appropriate sanctions.
11. Mom WITHDRAWS her request to alternate Spring Break.
12. Mom's Motion for a Behavioral Order is GRANTED.
13. Mom's Motion for a Parenting Coordinator shall be RESERVED.
14. Dad's request for an Evidentiary Hearing regarding the Dental Insurance is DENIED, WITHOUT PREJUDICE.

15. Mom's Motion for Attorney's Fees and Costs is DENIED.

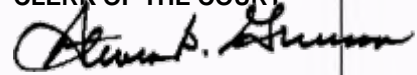
16. The Order and any disputes shall be processed pursuant to EDCR 5.521. Attorney Friedman shall have until December 24, 2019 to submit the proposed Order, including the Court's Findings, to Dad who shall have until January 7, 2020 to sign off. On or after January 8, 2020, the Court will issue an Order to Show Cause to the parties for the proposed Order.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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1 NSCC

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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6
7 Erich M Martin, Plaintiff
8 vs.
9 Raina L Martin, Defendant.

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

10 DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE

11 Upon review of this matter and good cause appearing, the Clerk of the Court is hereby
12 directed to statistically close this case for the following reason:

13 Non-Trial Dispositions:

- 14 ☐ Other Manner Of Disposition
15 ☐ Dismissed – Want of Prosecution
16 ☐ Involuntary (Statutory) Dismissal
17 ☐ Default Judgment
18 ☐ Transferred

19 Settled/withdrawn:

- 20 ☐ Without Judicial Conf/Hrg
21 ☒ With Judicial Conf/Hrg
22 ☐ By ADR

23 Trial Dispositions:

- 24 ☐ Disposed After Trial Start
25 ☐ Judgment Reached by Trial

- 26 ☐ See Order filed

27 DATED this 11th day of December, 2019.

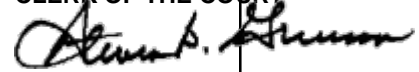
28 HONORABLE REBECCA L. BURTON

By: 

Lourdes Child
Judicial Executive Assistant

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NOTC

MATTHEW H. FRIEDMAN, ESQ.

Nevada Bar No. 11571

FORD & FRIEDMAN

2200 Paseo Verde Pkwy, Suite 350

Henderson, Nevada 89052

Telephone: (702) 476-2400

Facsimile: (702) 476-2333

mfriedman@fordfriedmanlaw.com

Attorney for Defendant

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

ERICH MARTIN,

Plaintiff,

vs.

RAINA MARTIN,

Defendant.

Case No.: D-15-509045-D

Department: C

**NOTICE OF UNAVAILABILITY OF
COUNSEL**

TO: ERICH MARTIN, Plaintiff

NOTICE IS HEREBY GIVEN that Matthew H. Friedman, Esq. of the law firm of Ford & Friedman, counsel to Defendant Raina Martin, will be unavailable during the period of time beginning December 21, 2019 and concluding January 5, 2020. Mr. Friedman will be out of the jurisdiction, and will not have access to cellular telephone signal, internet access, or other usual means of service and communication. Accordingly, during this time, Mr. Friedman will be unavailable

1 for the purpose of receiving or responding to any notice or moving papers,
2 responding to correspondence, appearing at any hearing or deposition, etc.

3 Dated this 19 day of December, 2019.
4

5 **FORD & FRIEDMAN**

6 

7 MATTHEW H. FRIEDMAN, ESQ.

8 Nevada Bar No.: 11571

9 2200 Paseo Verde Pkwy, Suite 350

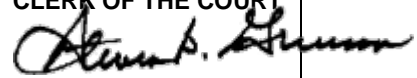
10 Henderson, Nevada 89052

11 Telephone: (702) 476-2400

12 *Attorneys to Defendant*
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1 **ATLN**
2 **MATTHEW FRIEDMAN, ESQ.**
3 Nevada Bar No. 11571
4 **FORD & FRIEDMAN**
5 2200 Paseo Verde Parkway, Ste. 350
6 Henderson, Nevada 89052
7 Telephone: (702) 476-2400
8 Facsimile: (702) 476-2333
9 mfriedman@fordfriedmanlaw.com
10 *Attorney for Defendant*

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

13 ERICH M. MARTIN,
14
15 Plaintiff,

CASE NO.: D-15-509045-D

DEPT.: C

16 vs.

17 RAINA L. MARTIN,
18
19 Defendant.

20 **NOTICE OF ATTORNEY'S LIEN AND LIEN**

21 NOTICE IS HEREBY GIVEN that the undersigned attorneys claim a lien
22 for their services upon the claim for relief in the above-entitled cause and upon
23 any verdict, judgment, decree, decision or settlement entered in favor of RAINA
24 MARTIN. The undersigned attorneys further claim a lien on all interpled funds
25 and upon any other funds that may be available to Ms. Martin, through the above-
26 entitled action. Said claim is for reasonable compensation in the amount of
27 NINE THOUSAND FIVE HUNDRED FORTY DOLLARS AND SIXTY
28 CENTS (\$9,540.60), as of April 17, 2020, including both attorney's fees and

1 costs. No part of said amount has been paid. This lien is filed pursuant to NRS
2 18.015.
3

4 DATED this 20th day of April, 2020.

5 **FORD & FRIEDMAN**

6
7 */s/ Matthew H. Friedman, Esq.*

8

MATTHEW H. FRIEDMAN, ESQ.
9 Nevada Bar No. 11571
10 2200 Paseo Verde Parkway, Suite 350
11 Henderson, Nevada 89052
12 *Attorney for Defendant*
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Raina Martin
550 Emerald Youth Rd.
Las Vegas, Nevada 89178
Defendant

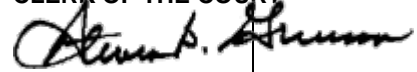
Erich Martin
3815 Little Dipper Dr.
Fort Collins, CO 80528
Plaintiff in Proper Person

/s/ Tracy McAuliff

An Employee of Ford & Friedman

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MOT

MATTHEW FRIEDMAN, ESQ.

Nevada Bar No. 11571

FORD & FRIEDMAN

2200 Paseo Verde Parkway, Ste. 350

Henderson, Nevada 89052

Telephone: (702) 476-2400

Facsimile: (702) 476-2333

mfriedman@fordfriedmanlaw.com

Attorney for Defendant

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

ERICH M. MARTIN,

Plaintiff,

vs.

RAINA L. MARTIN,

Defendant

CASE NO.: D-15-509045-D

DEPT.: C

Oral Argument Requested: No

Hearing Date:

Hearing Time:

MOTION TO REDUCE ATTORNEY'S LIEN TO JUDGMENT

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

Comes now Matthew H. Friedman, Esq., of the law firm of Ford & Friedman, attorneys for Defendant Raina Martin (hereinafter "Defendant"), hereby moves this Court to enter an Order reducing Ford & Friedman's Attorney's Lien to Judgment.

This Motion is based on the foregoing Memorandum of Points and Authorities, the papers and pleadings on file, and any other issues this court may wish to consider.

DATED this 20th day of April, 2020.

FORD & FRIEDMAN

/s/ Matthew H. Friedman, Esq.

MATTHEW H. FRIEDMAN, ESQ.
Nevada Bar No. 11571
2200 Paseo Verde Parkway, Suite 350
Henderson, Nevada 89052
Attorney for Defendant

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1 There are two kinds of attorney's liens that are recognized by the courts in
2 Nevada, the charging lien and the retaining lien., *See Id.* at 532, *citing Figliuzzi v.*
3 *District Court*, 111 Nev. 338, 342 (1995). A charging lien arises where the
4 attorney takes a lien on the judgment or interest the attorney has obtained for the
5 client through litigation. *Id.* A retaining lien, which is established by common law,
6 allows an attorney to retain a client file until full payment is made or until the
7 court, only by request of the client, adjudicates the client's rights with respect to
8 the lien. *Id.*

9 The Court has further held that a retaining lien is passive and, as such, the
10 Court only has jurisdiction over the matter when the client invokes it by
11 consenting to or requesting its adjudication of the lien. *See Argentina* at 533,
12 *citing Figliuzzi* at 339. Accordingly, where the Court lacks jurisdiction to
13 adjudicate the matter, the attorney's sole recourse is to file an independent action
14 to recover for services rendered. *See Id.*, *citing* Don C. Smith, Jr., *Cause of Action*
15 *by Attorney for Recovery of Fee Under Contingent Fee Contract*, in 5 Causes of
16 Action 259, 299 (1st ed.1983).

17 Here, Ford & Friedman, has a retaining lien on Defendant's file. *See* Legal
18 Services Agreement, attached hereto as **Exhibit 1**, at page 5. The retainer
19 agreement further authorizes a charging lien but to date, no recovery has been
20 awarded to the client in this matter. Moreover, as stated in the Legal Services
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1 Agreement, “Client consents to the District Court’s adjudication of any such lien
2 in the underlying action without requiring the filing of a separate action.” *Id.* As
3 such, Defendant has consented to this Court adjudicating this office’s attorney’s
4 lien and this Court thereby has the ability to reduce said lien to judgment¹. To
5 date, Defendant has an outstanding balance owed of NINE THOUSAND FIVE
6 HUNDRED FORTY DOLLARS AND SIXTY CENTS (\$9,540.60), as of April
7 17, 2020, including both attorney’s fees and costs past due to this office. *See*
8 Notice of Attorney’s Lien and Lien, attached as “**Exhibit 2.**” As such, this lien
9 should be reduced to judgment and be collectable by any legal means.
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¹ *See Fredianelli v. Fine Carman Price*, 402 P.3d 1254 (2017).

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III.

CONCLUSION

WHEREFORE, based upon the foregoing, counsel respectfully requests this Court enter Orders granting the following relief:

1. That the court reduces the attorney's lien in the amount of \$9,540.60 to judgment.

Dated this 20th day of April, 2020.

FORD & FRIEDMAN

/s/ Matthew H. Friedman, Esq.

MATTHEW H. FRIEDMAN, ESQ.
Nevada Bar No. 11571
2200 Paseo Verde Parkway, Suite 350
Henderson, Nevada 89052
Attorney for Defendant

1 **DECLARATION OF MATTHEW H. FRIEDMAN, ESQ.**

2 STATE OF NEVADA)
3)SS:
4 COUNTY OF CLARK)

5 I, Matthew H. Friedman, Esq., swear, that the foregoing is true and correct
6 to the best of my knowledge and belief and competent to testify thereto:

- 7
- 8 1. I am a member in good standing of the State Bar of Nevada.
- 9 2. Ford & Friedman was retained to represent Defendant Raina Martin
10 on June 5, 2019.
- 11
- 12 3. On April 20, 2020, Ford & Friedman filed a Notice of Attorney's
13 Lien and Lien for their services upon their representation of Defendant in the
14 subject litigation.
- 15
- 16 4. Defendant has failed to adhere to the Legal Services Agreement
17 (hereinafter "Agreement"), as she has failed to pay her outstanding balance and
18 Ford & Friedman is currently owed substantial sums for its representation.
- 19
- 20 5. As of April 17, 2020, Defendant owes Ford & Friedman a total of
21 NINE THOUSAND FIVE HUNDRED FORTY DOLLARS AND SIXTY
22 CENTS (\$9,540.60).
- 23
- 24 6. No part of said amount has been paid and Defendant has failed to
25 communicate with Ford & Friedman regarding repayment of the monies owed for
26 representation.
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7. For the foregoing reasons, the undersigned requests an Order to Reduce Ford & Friedman's Attorney's Lien to Judgment.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 20th day of April, 2020.

/s/ *Matthew H. Friedman, Esq.*

MATTHEW H. FRIEDMAN, ESQ.

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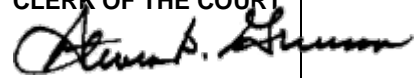
Raina Martin
550 Emerald Youth Rd.
Las Vegas, Nevada 89178
Defendant

/s/ Tracy McAuliff

An Employee of Ford & Friedman

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1 **EXHS**
2 MATTHEW FRIEDMAN, ESQ.
3 Nevada Bar No. 11571
4 **FORD & FRIEDMAN**
5 2200 Paseo Verde Parkway, Ste. 350
6 Henderson, Nevada 89052
7 Telephone: (702) 476-2400
8 Facsimile: (702) 476-2333
9 mfriedman@fordfriedmanlaw.com
10 *Attorney for Defendant*

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

13 ERICH M. MARTIN,
14
15 Plaintiff,

16 vs.

17 RAINA L. MARTIN,
18
19 Defendant.

CASE NO.: D-15-509045-D

DEPT.: C

Oral Argument Requested: No

Hearing Date:
Hearing Time:

20 **APPENDIX OF EXHIBITS TO MOTION TO REDUCE**
21 **ATTORNEY'S LIEN TO JUDGMENT**

22 COMES NOW, Matthew H. Friedman, Esq., of the law firm Ford &
23 Friedman, counsel to Defendant, RAINA MARTIN and hereby files this
24 Appendix of Exhibits to Motion to Reduce Attorney's Lien to Judgment.

25 ...

26 ...

27 ...

28 ...

1 This Appendix is filed pursuant to EDCR 5.205(d)

2 Dated this 20th day of April, 2020.

3
4 **FORD & FRIEDMAN**

5 */s/ Matthew H. Friedman, Esq.*

6
7

MATTHEW H. FRIEDMAN, ESQ.

8 Nevada Bar No. 11571

9 2200 Paseo Verde Parkway, Suite 350

10 Henderson, Nevada 89052

11 *Attorney for Defendant*

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“EXHIBIT 1”

FORD & FRIEDMAN

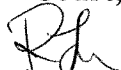
2200 Paseo Verde Parkway, Suite 350
Henderson, NV 89052


LEGAL SERVICES AGREEMENT

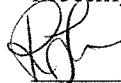
The law firm of Ford & Friedman (Attorney) will provide legal services to **Raina Martin** (Client) on the following conditions set forth herein. This agreement will not take effect, and attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for below.

 Client engages attorney to provide legal services in the following described manner:


To represent Client in her **Post-Decree Enforcement Action; Eighth Judicial District Court, Case No. D-15-509045-D.**

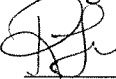
 Client agrees to cooperate with Attorney, to keep Attorney informed of any developments related to the above described matter, to be truthful with Attorney, abide by this agreement, pay Attorney's bills on time, keep Attorney advised of Client's current address, telephone number(s), and email address, provide Attorney necessary documents and information when requested, appear when necessary at legal proceedings as required by Attorney and follow Attorney's advice. Attorney reserves the right at his or her discretion to withdraw from Client's case should client not abide by the foregoing agreement.


 Client agrees to pay an initial retainer deposit of **\$7,500.00** based on the estimated time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly. Client understands and agrees that as the case proceeds attorney shall have the right and ability to request the payment of additional retainer funds to ensure adequate funding of client retainer based on case needs. The partner level attorneys at Ford & Friedman bill at a rate of \$450 per hour, associate attorneys bill at a rate of \$350/hr, and any support staff bills at a rate of \$150 per hour. All personnel billing for their time will do so in 1/10 of an hour (i.e., six minute) increments, and will round to the nearest such increment. Where Client's schedule or other requirements necessitate phone calls or meetings outside of regular office hours, or at the home or cell phone of any member of Attorney's staff, a premium rate of 2 times the normal billing rate for that staff member applies to all time taken for such meeting or phone call.

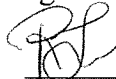
 Notwithstanding the expectation that all time spent on Client's case will be billed, Attorney may, at Attorney's discretion, elect to "write off" or "no charge" certain time actually expended by attorneys or legal assistants/paralegals on Client's behalf. Client acknowledges being on notice that any such write offs are discretionary by Attorney and are expressly contingent on there being no dispute regarding payment of the remaining items billed to the Client, initiated by either Attorney or Client. If Attorney files a lien to recover unpaid fees and/or costs incurred on Client's behalf, or if Client seeks to formally dispute Attorney's billings, by initiating mediation, arbitration, litigation, or a fee dispute in any forum, all "write off" or "no charge" costs, expenses and fees for legal services reflected on any statement to Client will revert to being fully billed, and be additional sums owed to Attorney by Client in addition to the sum


disputed by Client. This provision is explicitly written to prevent a situation where Attorney reduces Client's bill by writing off costs, expenses, and fees for legal services during a case, and then Client seeks to reduce the sums owed further by disputing Client's responsibility to pay the reduced sum.


 Attorney's rates are subject to change on a thirty-day written notice to Client. If Client does not wish to be charged at the new rates, Client agrees to pay Attorney in full for services up to the date of the expected increase and terminate the representation by Attorney. Client understands that if Attorney continues to represent Client past the date of the increase, the new fees will be in effect and Client agrees to pay those increased fees for all services rendered thereafter. Likewise, Attorney may modify other terms of this Agreement, similarly notifying Client thirty days in advance of the change, and with the same options for Client to terminate representation, and the same result (the new agreement goes into effect) if Client does not terminate representation and Attorney continues to represent Client past the date of the proposed change.

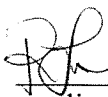
 Client hereby authorizes Attorney to pay fees and charges from said fund as they incur. Payments from Client's retainer will be made upon client's receipt of a billing statement. Client agrees that the deposit is not an estimate of total costs and is only an advance for them.

 An additional retainer amount is required and due upon depletion of the initial retainer deposit to an amount less than \$1,500.00, or upon request of the Attorney. In the event that the instant litigation should evolve beyond the aforementioned scope of work a new legal services agreement must be negotiated and executed between Client and Attorney.

 In addition to replenishment of the initial retainer fee deposit, Attorney may from time to time require additional deposits of retainer funds in anticipation of an evidentiary hearing, lengthy deposition, trial, or other large cost, whenever Attorney reasonably believes that the sum on retainer is insufficient to cover the expected costs, expenses and fees for legal services likely to be incurred through the next billing cycle. Client's failure to deposit such an additional retainer by the specified date will be cause for Attorney to withdraw from the case.

 Client agrees that any attorney or support staff of Ford & Friedman may work on client's case. Attorney will use his or her best judgment to determine the most effective and economical use of the attorneys and staff at Ford & Friedman on Client's behalf. Under certain circumstances, more than one member of Attorney's staff may work on a matter for Client simultaneously, in which case both members of Attorney's staff should be expected to bill for the time spent. The same rules apply to sequential or duplicative work. For example, it might be necessary for one or more attorney to review some or all of the case file, where immediate familiarity with the facts is required in preparation for a hearing, etc.

 By signing this Legal Services Agreement, Client agrees that the foregoing fees are reasonable based upon the abilities, training, education, experience, professional standing and skill of the attorneys and professional legal staff of Ford & Friedman, as well as the difficulty, intricacy, importance, time and skill necessary to represent you in your legal action.

 Attorney will incur costs and expenses in performing legal services given, including, but not limited to, service of process, filing fees, e-filing fees, court and deposition reporter fees, jury fees, notary public fees, deposition costs, long-distance telephone charges, messenger and other related fees, postage, photo copying and other reproduction costs, travel costs, including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant fees, expert witness, professional, mediated, arbitrator and special master fees, and other items, for which Client agrees to pay, in addition to Attorney's hourly fee.

Attorney will charge:

\$0.50 for in-house photocopying per page.

\$0.50 per page for facsimile charge

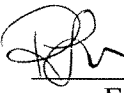
\$4.50 per run by runner service for run and filing fee.

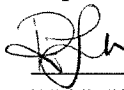
\$10.00 per run by attorney staff.


\$0.50 per mile for travel.

\$25.00 for any returned check due to insufficient funds or stopped payment.

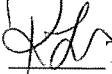
\$25.00 for initial materials, folders, file set up and access to the legal research service reserved for all cases in the event access to the service is needed.

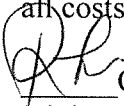
 Attorney may employ the services of experts either as witnesses or consultants in Client's case. Experts include evaluators, appraisers, forensic accountants, business valuers, counselors, psychologists, or other professionals. Should Attorney deem it necessary to hire an expert, Client will be responsible for all costs to retain, and pay for the services performed by the expert. Attorney may, at his or her discretion, require Client to deposit these costs and/or expert's fees with Ford & Friedman before costs are incurred, the fees are paid to an expert, or before an expert is retained on your case.

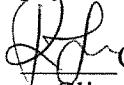
 Attorney will send the Client regular statements for costs, each statement will be payable upon receipt. However, Client may request a statement of intervals no less than thirty days. If Client requests one to be made available, Attorney will provide one within ten days. The statements shall include the rate, amount, and basis of calculation of the methods for determination of the fees and costs, each of which shall be clearly identified.

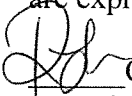
 Client is not expected to pay for any charges that are incorrect. Client may call or e-mail Attorney with an inquiry concerning billing statement and Client will be informed whether a mistake is acknowledged, and promptly send an amended statement showing any adjustment or correction resulting from any such call. Any dispute as to accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to Client must be made in writing to Attorney within thirty days of the date of the statement containing that cost, expense, or fee for legal services. If Client does not do so within thirty days

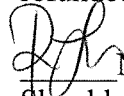
of a billing statement, the statement will be conclusively presumed to be correct and Client will have irrevocably agreed that the statement is accurate and correct. Any person ever reviewing any dispute regarding charges on a billing statement is asked to honor this provision, since it is an essential term to Attorney's agreement to represent Client in this case.

 The balance due on your monthly bill is due upon receipt. Attorney reserves the right upon this notice to charge interest at a rate of 18% APR to any overdue balance which is outstanding more than 30 days. The interest provision is not an agreement to extend credit, but is a method of compensating Attorney for delayed payment. Client will be responsible for any and all costs incurred in the collection of unpaid fees and costs including reasonable attorney's fees.


 Client may discharge Attorney at any time, although Client understands that court rules might still require Attorney to file a motion to withdraw. Attorney may withdraw at any time at Attorney's discretion. In either such circumstance, Client agrees to sign the documents necessary to permit Attorney to withdraw. Among the events that should be expected to cause Attorney's withdrawal from this case are Client's breach of any portion of this agreement, refusing to cooperate with or follow Attorney's advice on a material matter involved in the case, or that would render Attorney's representation unlawful, unethical or impractical. When Attorney's services are terminated, either by Client or Attorney, all unpaid charges will become due and payable.

 Client acknowledges that nothing in this agreement, and nothing in Attorney's statements to Client, will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only.

 Client acknowledges that any court award of attorney's fees is impossible to predict and as such, Client is personally responsible for payment of all fees and costs incurred on Client's case. Any monies received pursuant to a court order will be credited to Client's account or refunded to Client to the extent it would represent a duplicate receipt of payment.

 Nothing in Attorney's statements to Client shall be construed as tax or bankruptcy advice. Should Client have any questions or concerns regarding these matters, Client shall seek such advice elsewhere, and shall hold Attorney harmless from any tax effects. In this regard, Client is advised:

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

 Should client choose to involve a third-party friend or family member for moral support or otherwise by bringing them to meetings with the attorney, Client acknowledges that any confidentiality and privilege between Attorney and Client will be compromised. Client further acknowledges the same will likely result in the waiver of matters of confidentiality and privilege.

RF Attorney makes every effort to keep Client's information and communications secure, but cannot guarantee security, particularly when communication is exchanged via email, fax or other electronic means. Client assumes all risks associated with such electronic means of communication. Client further represents that the email address which has been provided to Ford & Friedman is a secure email address to which only client has access.

RF Client grants Ford & Friedman a lien on any and all claims or causes of action that are related to the subject of the firm's representation of Client pursuant to this Agreement. Any such attorney's lien will be for sums due and owing to Ford & Friedman, at the conclusion of the firm's services. Said lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. Any amounts received by Ford & Friedman, on Client's behalf may be utilized to pay any outstanding amounts owed by Client to Ford & Friedman. Client, however, remains responsible for payment of Attorney's services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying Attorney's bill, or make any work done to collect the attorney's fees awarded any different from any other work performed by Attorney. Any attorney's fees awarded and actually collected that are not needed to pay Client's bill with Attorney (or replenish the retainer fee deposit) shall be paid to Client. Likewise, Client is aware that the Court could order Client to pay fees or costs to the other side of a case.

RF Client consents to the District Court's adjudication of any such lien in the underlying, above mentioned action without requiring the filing of a separate action, regardless of whether any other action might be or has been filed by either Attorney or Client against the other, including any action alleging malpractice.

RF Client's file is the property of Ford & Friedman. Ford & Friedman reserves the right to retain possession of Client's file and all information therein until full payment of all costs, expenses, and fees for legal services.

RF The provisions of this Agreement, at Attorney's discretion, may be disclosed to the court, in connection with any application by Attorney for fees for services that may be rendered on Client's behalf, and Attorney has the right to advise the court of any amounts that Attorney has received on account of fees.

RF This agreement contains the entire agreement between the parties. No other agreement, statement, or promise made on or before the effective date of this agreement, will be binding on the parties and it may be modified by agreement of the parties by an instrument in writing signed by both of them, or oral agreement, only to the extent that the parties carry it out.

RF If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable, and remain in effect.

RF This agreement will take effect, and Attorney will have obligation to provide legal services when Client returns a signed copy of this agreement, and pays the initial deposit called

for in the terms of the agreement. It shall govern all legal services performed by Attorney on behalf of Client commencing with the date the Attorney first performs services. The date of the beginning of this agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Attorney the reasonable value for any services Attorney may have performed for Client.

RS If a dispute arises between or among the parties hereto with regard to this agreement or any controversy arising from it or otherwise, the parties agree to mediate no less than three hours or until a settlement is reached, before submitting the matter to binding arbitration. The parties may agree on an arbitrator and if they cannot, any party may petition the court having jurisdiction over the matter to appoint such an arbitrator. The prevailing party in such disputes shall recover attorney fees.

RS This Agreement is entered into in accordance with the law of the State of Nevada, and Nevada law will apply to any questions relating to the meaning of any provision of this Agreement.

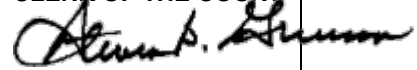
RS The parties have read and understood for the foregoing terms, and agree to them as of the date Attorney first provided services. If more than one Client signs below, each agrees to be liable jointly and severally, for all obligations under this agreement. Client will receive a fully executed duplicate of this agreement.

Dated: June 5 2019 by:  (Client)

Dated: 6/5/19 by:  (Attorney)

This Agreement is a formal legal contract to Attorney's services. It protects both you and your attorney, is intended to prevent misunderstandings, and it may vary the law otherwise applicable to attorney's liens and resolution of fee disputes. **DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT THOROUGHLY AND ARE SURE YOU UNDERSTAND ITS TERMS.** If you do not understand it or if it does not contain all the agreements discussed, please call it to our attention and be sure this written Agreement contains **all** terms you believe are in effect between us. You have an absolute right to discuss this agreement with independent counsel (or any other advisor) before entering into this agreement, and we encourage you to do so.

“EXHIBIT 2”



1 **ATLN**
2 **MATTHEW FRIEDMAN, ESQ.**
3 Nevada Bar No. 11571
4 **FORD & FRIEDMAN**
5 2200 Paseo Verde Parkway, Ste. 350
6 Henderson, Nevada 89052
7 Telephone: (702) 476-2400
8 Facsimile: (702) 476-2333
9 mfriedman@fordfriedmanlaw.com
10 *Attorney for Defendant*

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

13 ERICH M. MARTIN,
14
15 Plaintiff,

CASE NO.: D-15-509045-D

DEPT.: C

16 vs.

17 RAINA L. MARTIN,
18
19 Defendant.

20 **NOTICE OF ATTORNEY'S LIEN AND LIEN**

21 NOTICE IS HEREBY GIVEN that the undersigned attorneys claim a lien
22 for their services upon the claim for relief in the above-entitled cause and upon
23 any verdict, judgment, decree, decision or settlement entered in favor of RAINA
24 MARTIN. The undersigned attorneys further claim a lien on all interpled funds
25 and upon any other funds that may be available to Ms. Martin, through the above-
26 entitled action. Said claim is for reasonable compensation in the amount of
27 NINE THOUSAND FIVE HUNDRED FORTY DOLLARS AND SIXTY
28 CENTS (\$9,540.60), as of April 17, 2020, including both attorney's fees and

1 costs. No part of said amount has been paid. This lien is filed pursuant to NRS
2 18.015.
3

4 DATED this 20th day of April, 2020.
5

6 **FORD & FRIEDMAN**

7 */s/ Matthew H. Friedman, Esq.*

8

MATTHEW H. FRIEDMAN, ESQ.
9 Nevada Bar No. 11571
10 2200 Paseo Verde Parkway, Suite 350
11 Henderson, Nevada 89052
12 *Attorney for Defendant*
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Raina Martin
550 Emerald Youth Rd.
Las Vegas, Nevada 89178
Defendant

Erich Martin
3815 Little Dipper Dr.
Fort Collins, CO 80528
Plaintiff in Proper Person

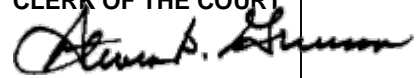
An Employee of Ford & Friedman

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DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
4/20/2020 12:29 PM
Steven D. Grierson
CLERK OF THE COURT



Erich M Martin, Plaintiff
vs.
Raina L Martin, Defendant.

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

NOTICE OF HEARING

Please be advised that the Deft's Motion To Reduce Attys Lien To Judgment in the above-entitled matter is set for hearing as follows:

Date: May 27, 2020
Time: No Appearance Required
Location: Courtroom 08
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Jessica Castillo
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

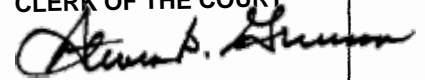
I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Jessica Castillo
Deputy Clerk of the Court

RA001037

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1 **SUBT**
2 **WILICK LAW GROUP**
3 **MARSHAL S. WILICK, ESQ.**
4 Nevada Bar No. 2515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@wilicklawgroup.com
9 Attorney for Defendant

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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: n/a
TIME OF HEARING: n/a

SUBSTITUTION OF COUNSEL

Defendant, Raina L. Martin, does hereby substitute the WILICK LAW GROUP as her attorney of record in place and stead of Matthew H. Friedman, Esq. of the FORD & FRIEDMAN.

DATED this 10 day of April, 2020.


RAINA MARTIN

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DATED this 23RD day of April, 2020.

/s/ *Matthew H. Friedman*

I, Richard L. Crane, Esq., of the WILLICK LAW GROUP, hereby agree to be substituted in place and stead of Matthew H. Friedman, Esq., of FORD & FRIEDMAN, as attorney for Defendant, Raina Martin, in the above-entitled matter.

WILLICK LAW GROUP

WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 23rd day of April, 2020, I caused the forgoing document to be served as follows:

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

To the following at the address, email address, and/or facsimile number indicated below:

Matthew H. Friedman, Esq.
FORD & FRIEDMAN
2200 Paseo Verde Parkway, Suite 350
Henderson, Nevada, 89052
mfriedman@fordfriedmanlaw.com

Mr. Erich Martin
3815 Little Dipper Drive
Fort Collins, Colorado 805258
Plaintiff in Proper Person

//s//Justin K. Johnson

An Employee of the WILICK LAW GROUP

P:\wp19\MARTIN,R\DRAFTS\00434561.WPD\jj

Justin Johnson

From: Tracy McAuliff <Tracy@fordfriedmanlaw.com>
Sent: Thursday, April 23, 2020 10:50 AM
To: Justin Johnson
Cc: mfriedman@fordfriedmanlaw.com; gsegal@fordfriedmanlaw.com; Richard Crane; Chris Phillips
Subject: Re: Martin adv. Martin; D-15-509045-D - Substitution of Attorney
Attachments: Substitution of Counsel.pdf

Good morning,

Please see attached.

Regards,

On Mon, Apr 13, 2020 at 10:54 AM Justin Johnson <justin@willicklawgroup.com> wrote:

Good Morning Mr. Friedman,

We have been retained by Ms. Raina Martin and I have been directed to send you the attached Substitution of Attorney for your review and signature. If your office has any questions on this, please let us know.



Justin K. Johnson, Paralegal

Willick Law Group

3591 E. Bonanza Rd., Suite 200

Las Vegas, Nevada 89110

Phone 438-4100 ext 107; Fax 438-5311

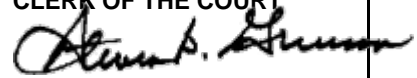
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Tracy McAuliff, Paralegal
FORD & FRIEDMAN
A Nevada Law Firm
2200 Paseo Verde Parkway, Suite 350
Henderson, Nevada 89052
Phone 702-476-2400 ext 207
Fax 702-476-2333

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MOT
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Defendant

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

ERICH MARTIN,
Plaintiff,

vs.

RAINA MARTIN,
Defendant.

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

DATE OF HEARING:
TIME OF HEARING:

ORAL ARGUMENT

Yes x No

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

MOTION TO ENFORCE

I. INTRODUCTION

Plaintiff Erich Martin (Erich) has done everything in his power to divest Raina of anything she received as part of the division of property in the divorce. He has refused to follow even the simplest orders of this Court and now has taken steps intended to prevent Raina from receiving her share of the military retirement benefits as he specifically promised, stipulated, and was ordered.

1 Raina requests that this Court enforce the terms of the *Decree* and if Erich
2 refuses to comply, hold him in contempt with the threat of incarceration.¹

3 POINTS AND AUTHORITIES

4 II. FACTS

5 Erich and Raina were married on April 1, 2002, in Cumberland County, North
6 Carolina. They have one minor child: Nathan L. Martin, born August 24, 2010.

7 Erich filed his *Complaint for Divorce* on February 2, 2015.

8 In May of 2015 the parties participated in mediation to resolve the issues of the
9 divorce, specifically the property distribution. As part of this mediation – and due to
10 Erich believing that he would at some time receive a disability rating from the
11 military – the parties agreed that Erich would indemnify Raina if and when such a
12 disability was claimed.

13 In November 2015, the parties prepared a *Decree of Divorce* that included the
14 requirement of indemnification if a disability was granted to Erich.² This *Decree*
15 included a provision that Erich shall pay for Nathan’s medical, dental, and vision
16 coverage until Nathan turned 18 years of age.³ The *Decree* was submitted to the
17 Court for summary disposition and the terms were all agreed to by both parties prior
18 to the submission.

19 As a result of the divorce, Raina had an *Order Incident to Decree of Divorce*
20 (OID) prepared and filed on November 14, 2016, that awarded her the time rule
21 interest in Erich’s military retirement benefits.⁴ The OID included the following
22 provision in accordance with the stipulated *Decree of Divorce*.

23
24 ¹ See NRS 22.010 and NRS 22.100.

25 ² See Page 11, lines 22 through 24 of the parties’ *Decree of Divorce*.

26 ³ See page 8, lines 11 through 18 of the parties’ *Decree of Divorce*.

27 ⁴ Raina hired QDRO Masters, a subdivision of the WILICK LAW GROUP, to draft this order
28 which she submitted in proper person.

1 It also includes all amounts of retired pay Erich actually or constructively
2 waives or forfeits in any manner and for any reason or purpose, including but
3 not limited to any post-divorce waiver made in order to qualify for Veterans
4 Administration benefits, or reduction in pay or benefits because of other
5 federal employment, and any waiver arising from Erich electing not to retire
6 despite being qualified to retire.

7 The OID went on to specifically state:

8 If Erich takes any action that prevents, decreases, or limits the collection by
9 Raina of the sums to be paid hereunder (by application for or award of
10 disability compensation, combination of benefits with any other retired pay,
11 waiver for any reason, including as a result of other federal service, or in any
12 other way), he shall make payments to Raina directly in an amount sufficient
13 to neutralize, as to Raina, the effects of the action taken by Erich. Any sums
14 paid to Erich that this court *Order* provides are to be paid to Raina shall be
15 held by Erich in constructive trust until actual payment to Raina.

16 These terms further documented the contractual agreement between the parties
17 that Erich would make sure Raina received her rightful share of the military
18 retirement benefits no matter if he took a veteran's disability or not. Erich also
19 approved this content and signed this *Order*.

20 In May 2019, Raina made Nathan an Orthodontist appointment due to a referral
21 from his primary dental care provider. Upon arriving at the appointment, Raina
22 discovered that Erich hadn't had dental coverage for the child for the previous 2
23 years. Raina advised Erich of the situation and he refused to provide any dental
24 coverage stating that the child should "get free dental care" since Raina worked at a
25 dental office.⁵

26 In November of 2019, Raina received her very first payment from DFAS in the
27 amount of \$844.08.

28 In December of 2019, the parties were back in court to fight for Dental
Insurance coverage in accordance with the terms of the *Decree*. Since Erich refused
to cover Nathan, Raina's husband – Nathan's step-father (Tony) – covered him under
his insurance. To compensate Raina and her husband for covering Nathan, this Court

⁵ It was not only rude, but presumptuous of Erich to think that Raina would receive free dental care because she was employed by a dentist.

1 *Ordered* Erich to pay the costs for Nathan's coverage or to provide coverage on his
2 own.

3 Raina provided Erich with the cost for vision and dental as it is a combined
4 coverage under Tony's plan. The cost for Nathan is \$14.17 a month. Erich refused
5 to pay. In an effort to keep from coming back to Court, Raina offered to split the cost
6 with Erich which would be \$7.50 per month. He still refused to pay.

7 This Court *Ordered* Erich to pay for this coverage within 30 days from the
8 December 2019 court date. He has still refused to pay anything toward either the
9 dental or adequate vision coverage. He also has not obtained coverage for Nathan on
10 his own.

11 In December 2019, Raina received her second payment from DFAS in the
12 amount of 844.08. January 2020 brought a cost of living increase and Raina received
13 845.43 from DFAS.

14 In late January 2020, Raina was contacted by DFAS claiming that Erich was
15 no longer receiving retirement pay and therefore her benefits were being terminated.
16 She immediately contacted Erich about the retirement and he refused to provide any
17 information, in violation of court orders.⁶

18 In February 2020, Raina wrote a letter to DFAS looking for more information
19 and received a response back that Erich had opted for full disability under the Combat
20 Related Special Compensation (CRSC) which meant that he had waived all retirement
21 pay for a tax free payment from the Veteran's Administration. DFAS would no
22 longer be sending Raina any further funds.

23 After receiving the response from DFAS, Raina contacted Erich in March and
24 asked how retirement payments would be paid moving forward and how would the
25

26 ⁶ The OID provides, "Raina has the right to obtain information relating to Erich's date of first
27 eligibility to retire, date of first eligibility to receive retirement benefits, date of retirement, final
28 rank, grade, and pay, present or past retired pay, or other such information as may be required to
enforce the award made herein, or required to revise this order so as to make it enforceable, per 65
Fed. Reg. 43298 (July 13, 2000)."

1 back payments be made-up. Erich responded that under the decision in *Howell v.*
2 *Howell* he was not required to pay her and he would not be paying.⁷

3 Raina sent Erich a copy of the *Decree* and advised him that they had agreed
4 that he would pay any difference if he opted for a disability. He ignored the request
5 for payment.

6 Raina retained our firm that same month based on Erich's refusal to pay for
7 medical and dental coverage and for his withholding of the retirement benefits.

8 In April 2020, Raina requested that Erich help pay for Nathan's glasses. He
9 again refused to assist even though it was required under the terms of the *Decree*.

10 This *Motion* follows.

11 12 **III. ARGUMENT**

13 **A. The Terms of the *Decree of Divorce* Were Stipulated Terms**

14 The first sentence of the *Decree* states:

15 NOW INTO COURT comes Plaintiff, ERICH M. MARTIN, by and through
16 his attorney of record, JASON NAIMI, ESQ., of STANDISH NAIMI LAW
17 GROUP, and Defendant, RAINA L. MARTIN, by and through her attorney of
18 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.

19 Since the parties came to Court with no contested issues and asked the Court
20 to enter a *Decree* with all of the terms agreed, it is a stipulated *Decree*. As such, the
21 terms represent a civil contract between the parties. A settlement agreement is a
22 contract and enforcement of such a contract is governed by normal principles of
23 contract law.⁸

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27 ⁷ *Howell v. Howell*, No. 15-1031, U.S. Supreme Court May 15, 2017.

28 ⁸ *Grisham v. Grisham*, 128 Nev. 679, 289 P.3d 230, 234 (2012); *May v. Anderson*, 121 Nev.
668, 672 n.1, 119 P.3d 1254, 1257 (2005).

1 Specifically, an agreement to settle pending divorce litigation constitutes a
2 contract and is governed by the general principles of contract law.⁹ In the context of
3 family law, parties are permitted to contract in any lawful manner.¹⁰ “Parties are free
4 to contract, and the courts will enforce their contracts if they are not unconscionable,
5 illegal, or in violation of public policy.”¹¹

6 Anticipating arguments, it makes no difference that the word “stipulated” is not
7 in the title of the *Decree*. The Supreme Court in *Southern Nev. Homebuilders*¹²
8 found:

9 The City nevertheless contends that supplemental relief was inappropriate
10 because NRS 30.100 requires a “petition” for such relief, and SNHBA sought
11 the injunction by motion. However, the City ***cites no authority for such a***
12 ***meaningless distinction*** within the context and purpose of NRS 30.100. The
13 statute allows supplemental relief based upon a declaratory judgment
14 “whenever necessary,” and relief from the previously declared invalid
15 Ordinance was necessary and proper, whether in the form of a petition or a
16 motion. ***This court has never hesitated to look to the substance of the relief***
17 ***sought, rather than the label attached to it.***¹³

18 In other words, the title on the *Decree* is irrelevant; the parties agreed to the
19 terms in the *Decree* and thus it was stipulated. Since the parties agreed to all the
20 terms that were incorporated in the *Decree*, the *Decree* is an enforceable contract
21 between the parties. The terms in the *Decree* to determine the intent of the parties;
22 no ambiguity exists in the terms stipulated to by the parties.¹⁴

23 ⁹ *Grisham v. Grisham*, 128 Nev. 679, 289 P.3d 230, 234 (2012); *Anderson v. Sanchez*, 132
24 Nev. 357, 373 P.3d 860 (2016); *see also Holyoak v. Holyoak*, No: 67490, Order of Affirmance
25 (Unpublished Disposition, May 19, 2016).

26 ¹⁰ *Holyoak, supra*, citing *Rivero v. Rivero*, 125 Nev. 410, 429, 216 P.3d 213, 226 (2009).

27 ¹¹ *Id.*

28 ¹² *Southern Nevada Life v. City of Las Vegas*, 74 Nev. 163, 166, 325 P.2d 757, 758 (1958).

¹³ *See also AA Primo Builders v. Washington*, 126 Nev. 578, 245 P.3d 1190 (2010)
(explaining that it is the substance, not the title, of a motion that determines how it should be
construed).

¹⁴ *Mizrachi v. Mizrachi*, 132 Nev. 666, 385 P.3d 982 (2016) (“[A] court that is called upon
to clarify the meaning of a disputed term in an agreement-based decree must consider the intent of

1 As such, the *Decree* is a contract that is enforceable against each of the parties.

2
3
4 **B. Arrears**

5 As indicated above, Erich has still refused to pay for any of the dental or vision
6 coverage for Nathan. NAC 425.135 requires:

7 1. Every order issued or modified in this State must include a provision
8 specifying:

9 (a) That medical support is required to be provided for the child; and

10 (b) Any details relating to that requirement.

11 2. As used in this section, “medical support” includes, without limitation, the
12 payment of a premium for accessible medical, vision or dental coverage under
13 a plan of insurance, including, without limitation, a public plan such as
14 Medicaid or a reduced-fee plan such as the Children’s Health Insurance
15 Program, that is reasonable in cost.

16 Here, Erich was required to carry insurance for Nathan. He has refused to do
17 so. He was also subject to the 30/30 rule for payment of any unreimbursed
18 expenses.¹⁵ He again refuses to pay Raina any costs associated with either dental or
19 vision care for the minor child.

20 As this Court is aware, child support has no statute of limitations. These
21 payments are required under the statute and thus are missed support payments. This
22 is relevant as to collection and fees which will be discussed later in this *Motion*.

23 We ask the Court to order that Erich pay within 10 days of the hearing on this
24 matter all back premiums for vision and dental insurance and all unreimbursed
25 medical, dental, and vision costs. If he fails to make the required payments, the Court
26 shall issue an order to show cause and incarcerate Erich for 25 days for each missed
27 payment.¹⁶

28 _____
the parties in entering into the agreement.”).

¹⁵ See Page 8, line 23 through Page 9 line 3 of the parties’ *Decree of Divorce*.

¹⁶ See NRS 22.100:

1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeded against is guilty of the contempt charged.

1 **C. Alimony to Replace Military Benefits That Were Lost**

2 Erich has waived his military retirement in favor of CRSC. This is Erich's
3 right and makes sense as the payments that he now receives from the government are
4 100% tax free, thus increasing the sum he actually pockets. However, this does not
5 limit his responsibility under the stipulated terms of the *Decree of Divorce* that he is
6 to pay Raina her rightful marital share even if he takes a disability award in lieu of the
7 retirement.

8 To paraphrase Gertrude Stein, a contract is a contract is a contract is a contract;
9 so goes the argument.¹⁷ Erich agreed to indemnify Raina if he decided to waive
10 retirement benefits for a disability. This is not ambiguous and is enforceable against
11 Erich.

12
13 **1. Howell Anticipates Such Agreements**

14 Erich has told Raina that she is not entitled to any payments under the United
15 States Supreme Court decision in *Howell*.¹⁸ As is commonly the case when non-
16 lawyers attempt to cite to the law, he gets it wrong, and on the facts of this case has
17 not been handed a "Get Out of Jail Free" card.

18 *Howell* actually stands for the proposition that a Court can't **order** the division
19 of a disability benefit, whether the disability occurs before or after the divorce. Doing
20 so would be beyond the jurisdiction of the Court. However, *Howell* is silent as to
21

22
23 2. Except as otherwise provided in NRS 22.110, if a person is found guilty of contempt, a fine may
24 be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25
25 days, or both.

26 3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt
27 pursuant to subsection 3 of NRS 22.010, the court may require the person to pay to the party seeking
28 to enforce the writ, order, rule or process the reasonable expenses, including, without limitation,
attorney's fees, incurred by the party as a result of the contempt.

¹⁷ Stein, *Sacred Emily*.

¹⁸ *Supra*.

1 contractual agreements to make payments to a former spouse, which subject has been
2 dealt with in other cases.

3 In *Howell*, the United States Supreme Court indicated that parties and their
4 attorneys should be aware that a waiver of disability payments may occur and it is
5 their responsibility to “take precautions” to protect the interest of all concerned.
6 Specifically the Court said:

7 We recognize, as we recognized in *Mansell*, the hardship that congressional
8 pre-emption can sometimes work on divorcing spouses. See 490 U. S., at 594.
9 But we note that a family court, when it first determines the value of a family’s
10 assets, remains free to take account of the contingency that some military
11 retirement pay might be waived, or, as the petitioner himself recognizes, take
12 account of reductions in value when it calculates or recalculates the need for
13 spousal support. See *Rose v. Rose*, 481 U. S. 619, 630-634, and n. 6 (1987); 10
14 U.S.C. §1408(e)(6).

15 In other words, in situations where **no** agreement is made between the parties,
16 the Court must look at the possibility of a future waiver when awarding other
17 property in the divorce. But that is not the situation here.

18 Here, the Court did not order that the disability benefits be divided. The parties
19 anticipated the possibility of the disability and took appropriate action by agreement.
20 What Erich did was agree that he would pay Raina any amounts that he waived
21 because of a claim for disability. The Court did not order this division, it just
22 approved their agreement.

23 The distinction is critical. Mark E. Sullivan, Esq.,¹⁹ in his Silent Partner²⁰
24 article, *The Death of Indemnification*, put it this way:

25 The *Howell* case was decided based on an order by the trial court in the
26 absence of a contractual reimbursement clause. It’s one thing to argue about
27 a judge’s power to require, under principles of fairness and equity, a duty to
28 indemnify. It’s another matter entirely to require a litigant to perform what he

29 ¹⁹ Col. Mark E. Sullivan (USA-Retirement.) is a founding partner of Sullivan & Tanner, P.A.
30 in Raleigh, N.C. Col. Sullivan is the author of *The Military Divorce Handbook* (American Bar
31 Association, 2nd Ed. 2011).

32 ²⁰ SILENT PARTNER is a lawyer-to-lawyer resource for military legal assistance attorneys
33 and civilian lawyers, published by the Military Committee of the American Bar Association’s Family
34 Law Section and the North Carolina State Bar’s military committee.

1 has promised in a contract. Unless and until the Court makes a different ruling,
2 the indemnification clause in a settlement or a separation agreement ought to
3 provide some protection. It is always a good practice for the former spouse's
4 attorney to include language for an indemnification clause in the property
5 settlement, language which requires the retiree to pay back or reimburse the
6 former spouse for any reduction in the share or amount of retired pay that is
7 divided.

8 This indemnification phrasing can be done with a straightforward pay-back
9 requirement, such as: "If there is any reduction in the plaintiff's share or
10 amount of retired pay, the defendant will immediately reimburse and
11 indemnify her for any loss which she suffers due to such reduction."

12 In some cases reimbursement requirements might involve a clause specifying
13 alimony, spousal support or maintenance to make up the difference. Such a
14 clause could then be enforced through a garnishment from the retired pay
15 center.

16 Col. Sullivan is identifying that an agreement is to be treated differently from
17 that of a specific order of the Court. Since the parties agreed to the indemnification
18 language and even agreed to using alimony as a means of completing this agreement,
19 *Howell* is inapposite and the Court should enforce the terms to which the parties
20 stipulated.

21 This is not the first time this issue and distinction have been raised, nationally
22 or in Nevada. The Nevada Supreme Court recognized the distinction in a military
23 disability case, recognizing that where the parties have contracted for
24 indemnification, that contract is to be enforced and the sum due to the spouse is to be
25 paid by the member, on pain of contempt if necessary.²¹

26 The same result is in the federal decisions. In *Mansell v. Mansell*,²² the divorce
27 decree included the stipulation that the parties would divide the gross sum of
28 retirement benefits (including both retired pay and disability pay). After the United
States Supreme Court held (in that case) that only non-disability benefits could be

²¹ *Shelton v. Shelton*, 119 Nev. 492, 78 P.3d 507 (2003). See also *Waltz v. Waltz*, 110 Nev. 605, 877 P.2d 501 (1994) (stipulated term for permanent alimony to work around the payment limitations in the federal law governing direct payment to the former spouse of a portion of the military retirement benefits was perfectly permissible and was to be enforced by all necessary means to ensure payment to the former spouse of the stipulated sums).

²² 490 U.S. 581, 109 S. Ct. 2023 (1989).

1 divided by state courts, it remanded to State court, which ruled that the previously-
2 ordered flow of payments from the member to the spouse, put into place prior to the
3 appellate *Mansell* decision, was *res judicata* and could not be terminated.²³ The
4 member sought cert tro attack that result, which was denied.

5 In other words, the United States Supreme Court opinion had ***no effect*** on the
6 order to divide the entirety of retirement and disability payments in the final, un-
7 appealed divorce decree in the *Mansell* case itself. Similarly, *Howell* has no effect
8 on the stipulated terms of this divorce.

9 An order for permanent alimony in an amount equal to that which Raina should
10 be receiving plus any future cost of living increases should be entered by the Court.
11

12 **D. Attorney Fees**

13 Attorney's fee awards can be granted in post-divorce actions under NRS 125,
14 NRS 18.010, and EDCR 7.60. Additionally, attorney's fees are mandatory any time
15 that a recipient of child support is forced to come to court to have arrearages reduced
16 to judgment.²⁴

17 Here, Erich could have avoided all of this. He knew that the Court had already
18 ordered him to pay for the dental premiums, he just ignored it. He also knew that he
19 had agreed to indemnify Raina for any loss she suffered if he were to waive retired
20 pay for a disability award. Lastly, he knew that the parties had vested this Court with
21 jurisdiction to enter an alimony award if that was necessary to ensure that Raina
22 received her benefits.
23
24

25
26 ²³ *In re Marriage of Mansell*, 265 Cal. Rptr. 227 (Ct. App. 1989), *on remand from* 490 U.S.
27 581, 109 S. Ct. 2023 (1989).

28 ²⁴ See NRS 125B.140(c)(2), The court ***shall*** determine and include in its order a reasonable
attorney's fee for the proceeding.

1 We are forced into Court due to his behavior which under EDCR 7.60 has
2 increased litigation frivolously. Raina should prevail on this *Motion* and thus is
3 entitled to fees under NRS 18.010.

4 With specific reference to Family Law matters, the Supreme Court has recently
5 re-adopted “well-known basic elements,” which in addition to hourly time schedules
6 kept by the attorney, are to be considered in determining the reasonable value of an
7 attorney’s services qualities, commonly referred to as the *Brunzell* factors:²⁵

8 1. *The Qualities of the Advocate*: his ability, his training, education,
9 experience, professional standing and skill.

10 2. *The Character of the Work to Be Done*: its difficulty, its intricacy,
11 its importance, time and skill required, the responsibility imposed and the
12 prominence and character of the parties where they affect the importance of
13 the litigation.

14 3. *The Work Actually Performed by the Lawyer*: the skill, time and
15 attention given to the work.

16 4. *The Result*: whether the attorney was successful and what benefits
17 were derived.

18 Each of these factors should be given consideration, and no one element should
19 predominate or be given undue weight.²⁶ Additional guidance is provided by
20 reviewing the “attorney’s fees” cases most often cited in Family Law.²⁷

21 The *Brunzell* factors require counsel to make a representation as to the
22 “qualities of the advocate,” the character and difficulty of the work performed, and
23 the work *actually* performed by the attorney.

24 First, respectfully, we suggest that the supervising counsel is A/V rated, a peer-
25 reviewed and certified (and re-certified) Fellow of the American Academy of
26

27 ²⁵ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

28 ²⁶ *Miller v. Wilfong*, 121 Nev. 119, P.3d 727 (2005).

²⁷ Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within the sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973), *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980), *Hybarger v. Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987).

1 Matrimonial Lawyers, and a Certified Specialist in Family Law.²⁸ Richard L. Crane,
2 Esq., the attorney primarily responsible for drafting this *Motion*, is an associate
3 attorney for the WILICK LAW GROUP and has practiced exclusively in the field of
4 Family Law for over nine years under the direct tutelage of supervising counsel.

5 The fees charged by paralegal staff are reasonable, and compensable, as well.
6 The tasks performed by staff in this case were precisely those that were “some of the
7 work that the attorney would have to do anyway [performed] at substantially less cost
8 per hour.”²⁹ As the Court reasoned, “the use of paralegals and other nonattorney staff
9 reduces litigation costs, so long as they are billed at a lower rate,” so ““reasonable
10 attorney’s fees”” . . . includes charges for persons such as paralegals and law clerks.”

11 Justin K. Johnson, the paralegal assigned to Judy’s case, earned a Certificate
12 of Achievement in Paralegal Studies and was awarded an Associates of Applied
13 Science Degree in 2014 from Everest College. He has been a paralegal for over five
14 years and provided substantial assistance to WILICK LAW GROUP staff in a variety
15 of family law cases.

16 As to the “character and quality of the work performed,” we believe this filing
17 is adequate, both factually and legally; we have diligently reviewed the applicable
18 law, explored the relevant facts, and believe that we have properly applied one to the
19 other.

20 The work actually performed will be provided to the Court by way of a
21 *Memorandum of Fees and Costs* upon request (redacted as to confidential
22 information), consistent with the requirements under *Love*.³⁰

23
24 ²⁸ Per direct enactment of the Board of Governors of the Nevada State Bar, and independently
25 by the National Board of Trial Advocacy. Mr. Willick was privileged (and tasked) by the Bar to
26 write the examination that other would-be Nevada Family Law Specialists must pass to attain that
status.

27 ²⁹ *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013) citing to *Missouri v. Jenkins*,
28 491 U.S. 274, 295-98 (1989).

³⁰ *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

1 **IV. CONCLUSION**

2 Erich has forced Raina to bring this back before the Court. She has tried to
3 resolve the issues in accordance with EDCR 5.501, but Erich refused to even respond.

4 As such, Raina request the Court to Order:

- 5 1. That within 10 days of the hearing on this matter, Erich will have
6 become current on all medical, dental, and vision premiums and
7 unreimbursed costs.
- 8 2. That failure to meet the 10 day requirement will result in an order
9 to show cause with the threat of incarceration.
- 10 3. That Raina is awarded permanent alimony in the amount she
11 would be receiving as her share of the military retirement plus any
12 future cost of living adjustments.
- 13 4. For an award of actual attorney's fees and costs. And,
- 14 5. For such other and further relief as the Court deems just and
15 proper.

16 DATED this 1st day of May, 2020.

17 Respectfully Submitted By:
18 WILICK LAW GROUP

19 // s // Richard L. Crane, Esq.

20 MARSHAL S. WILICK, ESQ.
21 Nevada Bar No. 2515
22 RICHARD L. CRANE, ESQ.
23 Nevada Bar No. 9536
24 3591 E. Bonanza Road, Suite 200
25 Las Vegas, Nevada 89110-2101
26 (702) 438-4100; Fax (702) 438-5311
27 Attorneys for Defendant
28

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2. I have read the preceding *Motion*, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of Nevada (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

EXECUTED this 1st day of May, 2020.

RAINA MARTIN

Justin Johnson

From: Raina Martin <rainardh7@gmail.com>
Sent: Friday, May 01, 2020 3:29 PM
To: Justin Johnson
Subject: Motion

Justin,

Would you please sign and file the motion on my behalf.

Raina

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 1st day of May, 2020, I caused the foregoing document to be served as follows:

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

To the litigant(s) and attorney(s) listed below at the address, email address, and/or facsimile number indicated:

Erich M. Martin
3815 Little Dipper Dr
Fort Collins CO 80528
Plaintiff in Proper Person

//s//Justin K. Johnson

Employee of the WILICK LAW GROUP

P:\wp19\MARTIN,R\DRAFTS\00435153.WPD\jj

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH MARTIN,
Plaintiff/Petitioner

-v.-

RAINA MARTIN,
Defendant/

Case No. D-15-509045-D

Department 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: Willick Law Group Date: 5/1/2020

Signature of Party or Preparer: /s/Justin K. Johnson

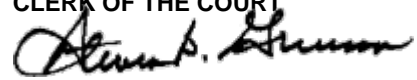
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GFDF

WILICK LAW GROUP
Marshal S. Willick, Esq.
Nevada Bar No. 2515
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Las Vegas, Nevada 89110
(702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Defendant

Electronically Filed
5/1/2020 4:25 PM
Steven D. Grierson
CLERK OF THE COURT



District Court, Family Division
Clark County, Nevada

ERICH M. MARTIN Plaintiff, vs. RAINA L. MARTIN Defendant.	Case No.: <u>D-15-509045-D</u> Dept. No.: <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? 38 3. What is your date of birth? 3/25/1981
4. What is your highest level of education? BS (Dental Hygienist)

B. Employment Information:

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

☐ No
☐ Yes

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
7/2017	Welch Dentistry	Dental Hygienist		

2. Are you disabled? (☒ mark one)

☒ No
☐ Yes

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

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

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

Monthly Personal Income Schedule

A. Year-to-date Income.

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

B. Determine your Gross Monthly Income.

Hourly Wage

\$0.00	X	0	=	\$0.00	X	52 weeks	=	\$0.00	÷	12 Months	=	\$0.00 ¹
Hourly wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

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

C. Other Sources of Income

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income:			
Bonuses:			
Car, Housing, or Other Allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay:			
Pension/Retirement Pay:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support:			
Child Support:	Monthly	\$806.00	\$806.00

¹ Raina is currently considered unemployed due to Covid-19. She will be re-employed by Welch Dentistry after the quarantine has been lifted with a reduced amount of hours.

Workman's Compensation:			
Other: Unemployment	Weekly	\$423.00	\$423.00
Total Average Other Income Received			\$1,229.00

Total Average Gross Monthly Income (add totals from B and C above)	\$1,229.00
---	-------------------

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:	\$557.17
4.	<div style="text-align: right;">Amount for you: \$ _____</div> <div style="text-align: right;">For Opposing Party: _____</div> <div style="text-align: right;">For your Child(ren): _____</div> Health Insurance	\$0.00
5.	Life, Disability, or Other Insurance Premiums:	\$700.00
6.	Medicare:	\$48.30
7.	Retirement, Pension, IRA, or 401(k):	
8.	Savings:	
9.	Social Security:	\$206.54
10.	Union Dues:	
11.	Other (Type of Deduction):	
Total Monthly Deductions:		\$1,512.01

Business/Self-Employment Income and Expense Schedule

A. Business Income:

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

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising/Political Contributions			
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			
Utilities			
Other:			
Total Average Business Expenses:			\$0.00

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	\$100.00	X		
Car Loan/Lease Payment	\$650.00	X		
Cell Phone	\$150.00	X		
Child Support (if not deducted from pay)				
Clothing, Shoes, Etc. . .	\$75.00	X		
Credit Card Payments (minimum due)	\$100.00	X		
Dry Cleaning	\$45.00	X		
Electric	\$74.00	X		

Food (groceries & restaurants)	\$800.00	X		
Fuel	\$400.00	X		
Gas (for home)	\$50.00	X		
Health Insurance (if not deducted from pay)	\$50.00	X		
HOA	\$100.00	X		
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable & Phone	\$30.00	X		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	\$1,250.00	X		
Pest Control				
Pets	\$50.00	X		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer	\$10.00	X		
Student Loans	\$200.00	X		
Unreimbursed Medical Expenses				
Water	\$20.00	X		
Other:				
Total Monthly Expenses	\$4,154.00			

Household Information

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

	Child's Name	Child's DOB	With whom is the child living?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1.	Dylan Bricker	1/20/01	us/college	No	No
2.	Wyatt Bricker	8/13/05	us	No	No
3.	Nathan Martin	8/24/10	us	Yes	No
4.					

- 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			\$50.00	
Child Care			\$40.00	
Clothing			\$75.00	
Education			\$50.00	
Entertainment			\$75.00	
Extracurricular & Sports			\$150.00	
Health Insurance (if not deducted from pay)			\$20.00	
Summer Camp/Programs			\$80.00	
Transportation Cost			\$100.00	
Unreimbursed Medical Expenses			\$50.00	
Vehicle				
Other:				
Total Monthly Expenses	\$0.00	\$0.00	\$690.00	\$0.00

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

Name	Age	Person's Relationship to You (i.e., sister, friend, cousin, etc.)	Monthly Contribution
Anthony Bricker	46	Domestic Partner	\$0.00

Personal Asset and Debt Chart

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

No.	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.				= \$0.00	
2.				= \$0.00	
3.			-	= \$0.00	

4.			-		=	\$0.00	
5.			-		=	\$0.00	
6.			-		=	\$0.00	
7.			-		=	\$0.00	
8.			-		=	\$0.00	
9.			-		=	\$0.00	
10.			-		=	\$0.00	
11.			-		=	\$0.00	
12.			-		=	\$0.00	
13.			-		=	\$0.00	
14.			-		=	\$0.00	
15.			-		=	\$0.00	
TOTAL VALUE OF ASSETS		\$0.00	-	\$0.00	=	\$0.00	

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

No.	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Chase Credit Card	\$6,500.00	
2.	Student Loan	\$12,000.00	
3.	Capital One Credit Card	\$4,000.00	
4.			
5.			
6.			
TOTAL UNSECURED DEBT		\$22,500.00	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of today's date, the attorney has been paid a total of \$3,988.50 on my behalf.
3. I have a credit with my attorney paid in the amount of _____
4. I currently owe my attorney a total of _____
5. I owe my prior attorney a total of \$9,540.60²

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

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

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

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

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

/s/Raina Martin
Signature

5/1/2020
Date

P:\wp19\MARTIN,R\DRAFTS\00432764.WPD

²Ford and Friedman, Raina's previous counsel, has made a claim against her for 9,540.60. Raina does not admit to owing this amount at this time.

Justin Johnson

From: Raina Martin <rainardh7@gmail.com>
Sent: Friday, May 01, 2020 3:21 PM
To: Justin Johnson
Subject: Financial Disclosure Form

Justin,

Would you please sign on my behalf and process it.

Thanks,
Rains

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this

1st day of May, 2020, I caused the above and foregoing document to be served as follows:

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

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

Erich M. Martin
3815 Little Dipper Dr
Fort Collins CO 80528
Plaintiff in Proper Person

//s//Justin K. Johnson

An Employee of the WILICK LAW GROUP

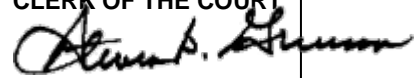
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DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
5/4/2020 9:01 AM
Steven D. Grierson
CLERK OF THE COURT



Erich M Martin, Plaintiff
vs.
Raina L Martin, Defendant.

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

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Enforce in the above-entitled matter is set for hearing as follows:

Date: June 16, 2020
Time: 10:00 AM
Location: Courtroom 08
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Carmelo Coscolluela
Deputy Clerk of the Court

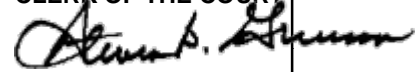
CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Carmelo Coscolluela
Deputy Clerk of the Court

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ORDR

MATTHEW H. FRIEDMAN, ESQ.
Nevada Bar No.: 11571

FORD & FRIEDMAN

2200 Paseo Verde Parkway, Ste. 350
Henderson, Nevada 89052
Telephone: (702) 476-2400
Facsimile: (702) 476-2333
mfriedman@fordfriedmanlaw.com
Attorneys for Defendant

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH MARTIN,

Plaintiff,

vs.

RAINA MARTIN,

Defendant.

CASE NO.: D-15-509045-D

DEPT: C

ORDER AFTER DECEMBER 10, 2019
HEARING

The above-entitled matter having come before the Court on the 10th day of December, 2019 on Defendant's Motion for a Parenting Coordinator, Issuance of a Behavior Order, for Other Custody Orders, and for Attorney's Fees and Costs, Plaintiff's Opposition and Countermotion to the same and Defendant's Reply thereto, with Plaintiff, ERICH MARTIN, appearing telephonically and *in proper person* and Defendant, RAINA MARTIN, appearing by and through her attorney of record, Matthew H. Friedman, Esq. of the law firm Ford & Friedman and the

1 Court having reviewed all pleadings and papers on file herein and after
2 considering the comments and arguments of Plaintiff and Defendant's counsel,
3

4 **THE COURT NOTED** that rules of civil procedure and the Eighth Judicial
5 District Court do not allow for Erich to file a rebuttal to Raina's reply. Filings are
6 limited to a Motion, Opposition and Reply only. *(Video Cite 11:07:33)*
7

8 **THE COURT FINDS** that it has subject matter jurisdiction over this case,
9 personal jurisdiction over the parties, and child custody subject matter jurisdiction
10 over the minor child. *(Video Cite 11:10:08)*
11

12 **THE COURT REQUESTED** that the parties refer to one another by name
13 in all future pleadings.
14

15 AND GOOD CAUSE APPEARING THEREFORE:
16

17 **IT IS HEREBY ORDERED** that based upon examples of vile messages
18 from stepmom to Raina and Raina's engagement with stepmom, any and all
19 communication shall occur between Raina and Erich, only. There shall be no
20 communication or interference by step parents, significant others, or any third
21 party. *(Video Cite 11:19:40)*
22

23 **IT IS FURTHER ORDERED** that Raina and Erich shall communicate
24 through Our Family Wizard only, save and except for emergency situations
25 wherein it is required they communicate directly through telephone or text
26 message. No step parents, significant others or any third party shall utilize Raina
27
28

1 or Erich's Our Family Wizard account. All communication is to be polite,
2 respectful, "business like" and limited to issues concerning the minor child only.
3
4 Erich and Raina shall refrain from swearing, disparaging, criticizing, lashing out,
5 or telling the other how to parent. *(Video Cite: 11:20:10)*
6

7 **IT IS FURTHER ORDERED** that to ensure compliance with the
8 communication requirements set forth by the Court, Raina and Erich shall
9 implement the "Tone Meter" feature offered by Our Family Wizard, effective
10 immediately. *(Video Cite: 11:20:26)*
11

12 **IT IS FURTHER ORDERED** that the minor child shall wear his glasses
13 at all times and neither parent shall take any action to impede this Order or
14 discourage the child from wearing his eyeglasses. *(Video Cite 11:21:34)*
15

16 **IT IS FURTHER ORDERED** that so long as the out-of-pocket expense
17 does not exceed \$100.00 (\$50.00 per parent) the minor child shall be empowered
18 to choose his own glasses. *(Video Cite 11:21:51)*
19

20 **IT IS FURTHER ORDERED** that in the event the glasses selected by the
21 minor child will exceed \$100.00 in out-of-pocket costs, Raina and Erich shall
22 discuss the matter prior to purchase. *(Video Cite 11:22:10)*
23

24 **IT IS FURTHER ORDERED** that Raina and Erich shall continue to share
25 joint legal custody of the minor child pursuant to the previous and enforceable
26 orders of the Court. Accordingly, although Erich is not able to attend
27
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1 appointments, Raina shall provide notice to Erich via Our Family Wizard when an
2 appointment is made so that he may follow-up with the doctor following the
3 appointment if he so chooses. This provision does not prohibit Erich from
4 attending any such appointments if he is able to do so. *(Video Cite 11:22:35)*
5

6
7 **IT IS FURTHER ORDERED** that pursuant to the Decree of Divorce
8 Erich is required to provide dental insurance for the minor child and he shall
9 follow this Court's Order to do so. *(Video Cite 11:23:33)*
10

11 **IT IS FURTHER ORDERED** that on or before December 17, 2019 Raina
12 shall provide Erich with the costs associated with the minor child's current dental
13 insurance coverage through her significant other. By no later than December 31,
14 2019 Erich shall advise Raina of his intent to keep the child's current dental
15 coverage and reimburse her the cost of the premium or, in the alternative, Erich
16 shall secure a new dental insurance policy and provide Raina with the information
17 regarding the same. *(Video Cite 11:26:22)*
18
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20

21 **IT IS FURTHER ORDERED** that Pursuant to Nevada Statute, make-up
22 time is only permitted in instances of wrongful denial of custodial time, not
23 forfeiture of time. While the parties are encouraged to be flexible with each other
24 concerning make-up time, they are not required to provide the same. If Erich
25 forfeits his custodial time, he is not entitled to make-up time and in the event he
26
27
28

1 unilaterally takes time, he will be subject to the contempt powers of the Court.

2
3 *(Video Cite 11:27:05)*

4 **IT IS FURTHER ORDERED** that the minor child shall have privacy
5 during telephone call with the non-custodial parent. There will be no requirements
6 for the child to utilize speakerphone and there shall be no eavesdropping by the
7 custodial parent, step parents, significant others or any third party. *(Video Cite:*
8
9 *11:28:19)*
10

11 **IT IS FURTHER ORDERED** that the non-custodial parent's telephone
12 calls shall occur at 8:00 p.m. in the time zone where the minor child is located.
13
14 *(Video Cite: 11:28:30)*

15 **IT IS FURTHER ORDERED** that Raina waives her claim for
16 reimbursement of the \$567.50 due and owing from Erich for unreimbursed
17 medical expenses. *(Video Cite: 11:30:00)*
18

19 **IT IS FURTHER ORDERD** that pursuant to the Decree of Divorce all
20 unreimbursed medical, dental, orthodontic, optical, or other health related
21 expenses are subject to the 30/30 rule, as follows: *(Video Cite: 11:30:30)*
22

- 23
24 a. The parties shall each pay one-half (1/2) of any and all medical,
25 dental and optical expense not covered by said insurance until such
26 time as the children reach the age eighteen (18) years or nineteen
27 (19) years, if still in high school, or becomes otherwise
28 emancipated. Documentation of the incurrence of such
unreimbursed expense shall be provided to the other party within
thirty (30) days, and the remittance of the one-half (1/2) share of

1 the expense is to be completed within thirty (30) days after receipt
2 of documentation for such expense.

3
4 b. A parent who incurs an out-of-pocket expense for the children is
5 required to document that expense and proof of payment of that
6 expense. A receipt is sufficient to prove the expense so long as it
7 has the name of the child on it and shows an actual payment by the
8 parent.

9 c. A parent who has paid an expense for a child of the parties must
10 provide a copy of the proof of payment to the other parent and the
11 insurance company within thirty (30) days of the payment being
12 made and in no event later than when the expense could have been
13 submitted to insurance for reimbursement. The failure of parent to
14 comply with this provision in a timely manner, which causes the
15 claim for insurance, reimbursement to be denied by the insurance
16 company as untimely, may result in that parent being required to
17 pay the entire amount which would have been paid by the
18 insurance company as well as one-half (1/2) of the expense which
19 would not have been paid by the insurance if the claim had been
20 timely filed.

21 d. Parents have a duty to mitigate medical expenses for the children.
22 Absent compelling circumstances, a parent should take the
23 children to a health care provider covered by the insurance in
24 effect and use preferred providers if available in order to minimize
25 the cost of health care as much as possible. The burden is on the
26 parent using a non-covered health care provider to
27 demonstrate that the choice not to use a covered provider or
28 the lowest cost option was reasonably necessary in the
particular circumstances of that case. If the court finds the
choice of a non-covered or more expensive covered provider was
not reasonably necessary then the court may impose a greater
portion of the financial responsibility for the cost of that health
care to the parent who incurred that expense up to the full amount,
which would have been provided by the lowest cost insurance
choice.

1 e. The parent providing insurance coverage for the children of the
2 parties has a continuing obligation to provide insurance
3 information including, but not limited to, copies of policies and
4 changes thereto as they are received, claim forms, preferred
5 provider lists initially and as they change from time to time,
6 identification cards, explanation of benefits and any documents
7 that would trigger or are related to an appeal from the denial of
8 coverage. The failure of the insuring parent to timely supply any
9 of the above items to the 20 II other parent, which results in the
10 claim for treatment being denied by the insurance company in
11 whole or in part may result in the amount which would have
12 been paid by the insurance policy being paid by the insuring
13 parent.

14 f. A parent receiving the request for contribution related to a medical
15 expenses incurred on behalf of the children must raise any
16 questions about the correctness of the request for the contribution
17 within the thirty (30) day period after the request for contribution
18 is received. Any objection to the request for contribution must be
19 made in writing with a copy made for later reference by the court.
20 If the parent receiving a request for contribution does not respond
21 to the request within the thirty (30) day period that parent may be
22 assessed attorney's fees if a contempt proceeding or court action is
23 required as a result of the parent doing nothing. If the parent who
24 owes contribution for health care expense of a child of the parties
25 does not pay the amount due within the thirty (30) day period and
26 fails to respond, then that parent is responsible for one hundred
27 percent (100%) of the unreimbursed medical expense rather than
28 the normal fifty percent (50%).

g. If either parent receives a payment from an insurance company or
medical provider which reimburses payments made out-of-pocket
previously by both parents or the other parent only, the party
receiving the payment must give the other parent's portion of the
payment to the other parent within seven (7) days of receipt of the
payment.

1 h. If either party submits a claim for payment to the insurance
2 company directly, that parent must do so in a timely manner.
3 Failure of a party to comply with this requirement may result in
4 that party being required to pay the, entire amount of the claim
5 which would have been paid by insurance if timely submitted and
6 one-half (1/2) of that amount which would have been paid by
7 insurance.

8 i. If a party is required to, provide health insurance for the children
9 of the parties and that party fails to obtain or maintain such
10 coverage or if that party loses the ability to continue coverage for
11 the children, the court may require that party to pay all of the
12 medical expense which would have been covered by insurance if it
13 had been in effect.

14 **IT IS FURTHER ORDERED** that in the event there is an objection to a
15 charge and Raina and Erich are unable to resolve the matter absent Court
16 intervention, a motion shall be filed. The Court will review the objection for
17 reasonableness. If the Court finds that a party is making bad faith objections for
18 the sake of objecting and a motion is filed, attorney's fees will be granted pursuant
19 to EDCR 7.60 and NRS 18.010. (*Video Cite: 11:32:05*)

20 **IT IS FURTHER ORDERED** that Raina withdraws her request to
21 alternate spring break. (*Video Cite: 11:31:05*)

22 **IT IS FURTHER ORDERED** that given the contentious nature of the
23 parties' relationship and the factual and procedural circumstances concerning this
24 litigation to date the parties are each expressly bound by and ordered to abide by
25
26
27
28

the following terms of the following Mutual Behavior Order: (*Video Cite: 11:31:11*)

1. No abusive (foul language, name calling, etc.) contact (including telephone calls, letters, email, etc.) to the other party by each other or by the other's spouse or "significant other" (if any).
2. Avoid any unnecessary contact with the other party's spouse or "significant other" (if any) and do not initiate conflicts with them.
3. No unnecessary contact with other people associated to the other party for the purposes of discussing court proceedings or making negative/disparaging allegations against the other party.
4. Neither party, either directly or through an agent, shall threaten, physically injure, harass, or disparage the other party to this action. This prohibition shall apply to all methods of communication, including postings on websites or social media.
5. Each party shall remain at least 100 yards away from the other party's residence, unless otherwise agreed to in writing.
6. Each party shall remain at least 100 yards away from the other party's place of employment, unless otherwise agreed to in writing.
7. Each party shall remain at least 100 yards from the residences and places of employment of the other party's parents and other relatives, unless otherwise agreed to in writing.
8. Neither party shall damage property belonging to one or both parties.
9. There shall be no name calling by either party.
10. Neither party shall use foul language in the company of the other party.
11. Neither party shall harass the other party at the other's place of employment, including contacting the employer to make negative or disparaging allegations.
12. Each party shall maintain respect towards the other party's relatives and friends.
13. Both parties shall advise all friends, relatives and spouses or "significant others" (if any), not to disparage, criticize or harass the other party.
14. Both parties shall advise all friends, relatives and spouses or "significant others" (if any), to avoid any unnecessary contact with the other party or the other party's spouse or "significant other" (if any) and do not initiate conflicts with them
15. There shall be no threats of violence or harm to any other person, any other relative and/or friends of either party.
16. Each party shall be prohibited from providing copies of unsolicited documents (personal letters, court pleadings, etc.) to anyone associated with a party (family members, neighbors, employers, etc.) for the intended purpose of shedding the other party in a negative light.
17. Communication between the parties shall be restricted to "Our Family Wizard" only. Said communications shall be restricted to one (1) single topic per message and shall not exceed four (4) sentences in length, per message.

The parties are **hereby put on notice that each and every violation** of this order may result in the party being held in contempt of court pursuant to NRS Chapter 22, which could result in a fine of \$500.00, twenty-five (25) days in jail and/or an award of attorney's fees for **each violation** (e.g. 4 separate violations could be 100 days in jail)."

1 **IT IS FURTHER ORDERED** that Raina's motion for appointment of a
2 parenting coordinator is denied at this time without prejudice for consideration if
3 conflict remains chronic. *(Video Cite 11:36:05)*
4

5 **IT IS FURTHER ORDERED** that Erich's request for an evidentiary
6 hearing concerning the minor child's dental insurance is DENIED WITHOUT
7 PREJUDICE. *(Video Cite 11:39:00)*
8

9 **IT IS FURTHER ORDERED** that Raina's request for attorney's fees is
10 DENIED. *(Video Cite 11:31:45)*
11

12 ...

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1 **IT IS FURTHER ORDERED** that pursuant to EDCR 5.521 Attorney
2
3 Friedman shall prepare the order after hearing no later than December 24, 2019
4 and submit the same to Erich for review. If Erich does not return the Order to Mr.
5 Friedman by January 7, 2020, Attorney Friedman shall submit the order to
6
7 chambers absent Erich's signature. (*Video Cite 11:39:25*)

8 DATED this _____ day of _____, 2020.
9

10
11 _____
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:
14 **FORD & FRIEDMAN**

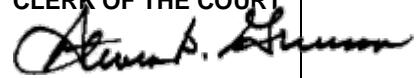
Approved as to Form & Content:

15  #14600
16 MATTHEW H. FRIEDMAN, ESQ.
17 Nevada Bar No.: 11571
18 2200 Paseo Verde Parkway, Suite 350
19 Henderson, Nevada 89052
20 *Attorney for Defendant*

21 ERICH MARTIN
22 3815 Little Dipper Dr.
23 Fort Collins, Colorado 80528
24 *Plaintiff in Proper Person*

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1 **NEOJ**

2 MATTHEW H. FRIEDMAN, ESQ.

3 Nevada Bar No.: 11571

4 mfriedman@fordfriedmanlaw.com

5 **FORD & FRIEDMAN**

6 2200 Paseo Verde Parkway, Suite 350

7 Henderson, Nevada 89052

8 T: (702) 476-2400

9 F: (702) 476-2333

10 *Former Attorneys for Defendant*

11 **DISTRICT COURT, FAMILY DIVISION**

- 12 • CLARK COUNTY, NEVADA

13 ERICH M. MARTIN,

14 Plaintiff,

15 vs.

16 RAINA L. MARTIN,

17 Defendant.

CASE NO.: D-15-509045-D

DEPT.: C

18 **NOTICE OF ENTRY OF ORDER AFTER DECEMBER 10, 2019**
19 **HEARING**

20
21 Please take notice, the following ***“Order After December 10, 2019***
22 ***Hearing***” was entered, in the instant matter, on the 8th day of May, 2020.

23 . . .

24 . . .

25 . . .

1 A true and correct copy of said order is attached hereto as “Exhibit A”.

2 DATED this 8th day of May, 2020.

3 **FORD & FRIEDMAN**

4
5 */s/ Matthew H. Friedman, Esq.*

6

MATTHEW H. FRIEDMAN, ESQ.

7 Nevada Bar No.: 11571

8 2200 Paseo Verde Parkway, Suite 350

9 Henderson, Nevada 89052

10 *Former Attorney for Defendant*

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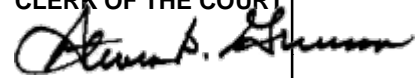
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“EXHIBIT A”



ORDR

MATTHEW H. FRIEDMAN, ESQ.
Nevada Bar No.: 11571

FORD & FRIEDMAN

2200 Paseo Verde Parkway, Ste. 350
Henderson, Nevada 89052
Telephone: (702) 476-2400
Facsimile: (702) 476-2333
mfriedman@fordfriedmanlaw.com
Attorneys for Defendant

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH MARTIN,

Plaintiff,

vs.

RAINA MARTIN,

Defendant.

CASE NO.: D-15-509045-D

DEPT: C

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1 Court having reviewed all pleadings and papers on file herein and after
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4 **THE COURT NOTED** that rules of civil procedure and the Eighth Judicial
5 District Court do not allow for Erich to file a rebuttal to Raina's reply. Filings are
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15 AND GOOD CAUSE APPEARING THEREFORE:
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1 or Erich's Our Family Wizard account. All communication is to be polite,
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26 orders of the Court. Accordingly, although Erich is not able to attend
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4 attending any such appointments if he is able to do so. *(Video Cite 11:22:35)*
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9 follow this Court's Order to do so. *(Video Cite 11:23:33)*
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21 **IT IS FURTHER ORDERED** that Pursuant to Nevada Statute, make-up
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24 concerning make-up time, they are not required to provide the same. If Erich
25 forfeits his custodial time, he is not entitled to make-up time and in the event he
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1 unilaterally takes time, he will be subject to the contempt powers of the Court.

2
3 *(Video Cite 11:27:05)*

4 **IT IS FURTHER ORDERED** that the minor child shall have privacy
5 during telephone call with the non-custodial parent. There will be no requirements
6 for the child to utilize speakerphone and there shall be no eavesdropping by the
7 custodial parent, step parents, significant others or any third party. *(Video Cite:*
8
9 *11:28:19)*
10

11 **IT IS FURTHER ORDERED** that the non-custodial parent's telephone
12 calls shall occur at 8:00 p.m. in the time zone where the minor child is located.
13
14 *(Video Cite: 11:28:30)*

15 **IT IS FURTHER ORDERED** that Raina waives her claim for
16 reimbursement of the \$567.50 due and owing from Erich for unreimbursed
17 medical expenses. *(Video Cite: 11:30:00)*
18

19 **IT IS FURTHER ORDERD** that pursuant to the Decree of Divorce all
20 unreimbursed medical, dental, orthodontic, optical, or other health related
21 expenses are subject to the 30/30 rule, as follows: *(Video Cite: 11:30:30)*
22
23

- 24 a. The parties shall each pay one-half (1/2) of any and all medical,
25 dental and optical expense not covered by said insurance until such
26 time as the children reach the age eighteen (18) years or nineteen
27 (19) years, if still in high school, or becomes otherwise
28 emancipated. Documentation of the incurrence of such
unreimbursed expense shall be provided to the other party within
thirty (30) days, and the remittance of the one-half (1/2) share of

1 the expense is to be completed within thirty (30) days after receipt
2 of documentation for such expense.

3
4 b. A parent who incurs an out-of-pocket expense for the children is
5 required to document that expense and proof of payment of that
6 expense. A receipt is sufficient to prove the expense so long as it
7 has the name of the child on it and shows an actual payment by the
8 parent.

9 c. A parent who has paid an expense for a child of the parties must
10 provide a copy of the proof of payment to the other parent and the
11 insurance company within thirty (30) days of the payment being
12 made and in no event later than when the expense could have been
13 submitted to insurance for reimbursement. The failure of parent to
14 comply with this provision in a timely manner, which causes the
15 claim for insurance, reimbursement to be denied by the insurance
16 company as untimely, may result in that parent being required to
17 pay the entire amount which would have been paid by the
18 insurance company as well as one-half (1/2) of the expense which
19 would not have been paid by the insurance if the claim had been
20 timely filed.

21 d. Parents have a duty to mitigate medical expenses for the children.
22 Absent compelling circumstances, a parent should take the
23 children to a health care provider covered by the insurance in
24 effect and use preferred providers if available in order to minimize
25 the cost of health care as much as possible. The burden is on the
26 parent using a non-covered health care provider to
27 demonstrate that the choice not to use a covered provider or
28 the lowest cost option was reasonably necessary in the
particular circumstances of that case. If the court finds the
choice of a non-covered or more expensive covered provider was
not reasonably necessary then the court may impose a greater
portion of the financial responsibility for the cost of that health
care to the parent who incurred that expense up to the full amount,
which would have been provided by the lowest cost insurance
choice.

1 e. The parent providing insurance coverage for the children of the
2 parties has a continuing obligation to provide insurance
3 information including, but not limited to, copies of policies and
4 changes thereto as they are received, claim forms, preferred
5 provider lists initially and as they change from time to time,
6 identification cards, explanation of benefits and any documents
7 that would trigger or are related to an appeal from the denial of
8 coverage. The failure of the insuring parent to timely supply any
9 of the above items to the 20 II other parent, which results in the
10 claim for treatment being denied by the insurance company in
11 whole or in part may result in the amount which would have
12 been paid by the insurance policy being paid by the insuring
13 parent.

14 f. A parent receiving the request for contribution related to a medical
15 expenses incurred on behalf of the children must raise any
16 questions about the correctness of the request for the contribution
17 within the thirty (30) day period after the request for contribution
18 is received. Any objection to the request for contribution must be
19 made in writing with a copy made for later reference by the court.
20 If the parent receiving a request for contribution does not respond
21 to the request within the thirty (30) day period that parent may be
22 assessed attorney's fees if a contempt proceeding or court action is
23 required as a result of the parent doing nothing. If the parent who
24 owes contribution for health care expense of a child of the parties
25 does not pay the amount due within the thirty (30) day period and
26 fails to respond, then that parent is responsible for one hundred
27 percent (100%) of the unreimbursed medical expense rather than
28 the normal fifty percent (50%).

g. If either parent receives a payment from an insurance company or
medical provider which reimburses payments made out-of-pocket
previously by both parents or the other parent only, the party
receiving the payment must give the other parent's portion of the
payment to the other parent within seven (7) days of receipt of the
payment.

1 h. If either party submits a claim for payment to the insurance
2 company directly, that parent must do so in a timely manner.
3 Failure of a party to comply with this requirement may result in
4 that party being required to pay the, entire amount of the claim
5 which would have been paid by insurance if timely submitted and
6 one-half (1/2) of that amount which would have been paid by
7 insurance.

8 i. If a party is required to, provide health insurance for the children
9 of the parties and that party fails to obtain or maintain such
10 coverage or if that party loses the ability to continue coverage for
11 the children, the court may require that party to pay all of the
12 medical expense which would have been covered by insurance if it
13 had been in effect.

14 **IT IS FURTHER ORDERED** that in the event there is an objection to a
15 charge and Raina and Erich are unable to resolve the matter absent Court
16 intervention, a motion shall be filed. The Court will review the objection for
17 reasonableness. If the Court finds that a party is making bad faith objections for
18 the sake of objecting and a motion is filed, attorney's fees will be granted pursuant
19 to EDCR 7.60 and NRS 18.010. *(Video Cite: 11:32:05)*

20 **IT IS FURTHER ORDERED** that Raina withdraws her request to
21 alternate spring break. *(Video Cite: 11:31:05)*

22 **IT IS FURTHER ORDERED** that given the contentious nature of the
23 parties' relationship and the factual and procedural circumstances concerning this
24 litigation to date the parties are each expressly bound by and ordered to abide by
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the following terms of the following Mutual Behavior Order: (*Video Cite: 11:31:11*)

1. No abusive (foul language, name calling, etc.) contact (including telephone calls, letters, email, etc.) to the other party by each other or by the other's spouse or "significant other" (if any).
2. Avoid any unnecessary contact with the other party's spouse or "significant other" (if any) and do not initiate conflicts with them.
3. No unnecessary contact with other people associated to the other party for the purposes of discussing court proceedings or making negative/disparaging allegations against the other party.
4. Neither party, either directly or through an agent, shall threaten, physically injure, harass, or disparage the other party to this action. This prohibition shall apply to all methods of communication, including postings on websites or social media.
5. Each party shall remain at least 100 yards away from the other party's residence, unless otherwise agreed to in writing.
6. Each party shall remain at least 100 yards away from the other party's place of employment, unless otherwise agreed to in writing.
7. Each party shall remain at least 100 yards from the residences and places of employment of the other party's parents and other relatives, unless otherwise agreed to in writing.
8. Neither party shall damage property belonging to one or both parties.
9. There shall be no name calling by either party.
10. Neither party shall use foul language in the company of the other party.
11. Neither party shall harass the other party at the other's place of employment, including contacting the employer to make negative or disparaging allegations.
12. Each party shall maintain respect towards the other party's relatives and friends.
13. Both parties shall advise all friends, relatives and spouses or "significant others" (if any), not to disparage, criticize or harass the other party.
14. Both parties shall advise all friends, relatives and spouses or "significant others" (if any), to avoid any unnecessary contact with the other party or the other party's spouse or "significant other" (if any) and do not initiate conflicts with them
15. There shall be no threats of violence or harm to any other person, any other relative and/or friends of either party.
16. Each party shall be prohibited from providing copies of unsolicited documents (personal letters, court pleadings, etc.) to anyone associated with a party (family members, neighbors, employers, etc.) for the intended purpose of shedding the other party in a negative light.
17. Communication between the parties shall be restricted to "Our Family Wizard" only. Said communications shall be restricted to one (1) single topic per message and shall not exceed four (4) sentences in length, per message.

The parties are **hereby put on notice that each and every violation** of this order may result in the party being held in contempt of court pursuant to NRS Chapter 22, which could result in a fine of \$500.00, twenty-five (25) days in jail and/or an award of attorney's fees for **each violation** (e.g. 4 separate violations could be 100 days in jail)."

1 **IT IS FURTHER ORDERED** that Raina's motion for appointment of a
2 parenting coordinator is denied at this time without prejudice for consideration if
3 conflict remains chronic. *(Video Cite 11:36:05)*
4

5 **IT IS FURTHER ORDERED** that Erich's request for an evidentiary
6 hearing concerning the minor child's dental insurance is DENIED WITHOUT
7 PREJUDICE. *(Video Cite 11:39:00)*
8

9 **IT IS FURTHER ORDERED** that Raina's request for attorney's fees is
10 DENIED. *(Video Cite 11:31:45)*
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IT IS FURTHER ORDERED that pursuant to EDCR 5.521 Attorney Friedman shall prepare the order after hearing no later than December 24, 2019 and submit the same to Erich for review. If Erich does not return the Order to Mr. Friedman by January 7, 2020, Attorney Friedman shall submit the order to chambers absent Erich's signature. (*Video Cite 11:39:25*)

DATED this _____ day of _____, 2020.

DISTRICT COURT JUDGE

Respectfully submitted by:
FORD & FRIEDMAN

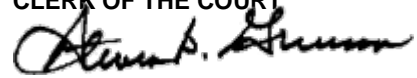
Approved as to Form & Content:

MATTHEW H. FRIEDMAN, ESQ.
Nevada Bar No.: 11571
2200 Paseo Verde Parkway, Suite 350
Henderson, Nevada 89052
Attorney for Defendant

ERICH MARTIN
3815 Little Dipper Dr.
Fort Collins, Colorado 80528
Plaintiff in Proper Person

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DECL
Name: Erich Martin
Address: 3815 Little Dipper Dr
Ft. Collins, CO 80528
Telephone: 970) 775-3952
Email Address: emartin2617@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

ERICH MARTIN

Plaintiff,

vs.

RAINA MARTIN

Defendant

CASE NO:15-D-509045-D

DEPT: C

REQUEST TO EXTEND TIME TO ANSWER

I, Erich Martin, am the Plaintiff in Proper Person for this case. I have not been able to file and serve an Answer within 10 days after the service of the Defendant's Motion to Enforce. I intend to defend this action and request an Order granting an extension of time to file the Reply to Motion.

I have not been able to file sooner based on the events surrounding COVID-19 Pandemic, which has severely limited my access to attorneys. Along with this there is evidence I need to obtain from the court to defend my position. Based on

the fact that our case was Sealed in August 2019, this has only made my efforts more difficult to achieve. Due to the gravity of the nature of Raina's Motion to Enforce, I would like to be provided more adequate time to obtain the proper resources required to respond to this matter. The requests that Raina has asked of the Court would have severe negative effects on my relationship with my son, Nathan, along with the remainder of my family.

I request the Court sign an Order extending the time to answer or otherwise respond by June 10th, 2020.

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

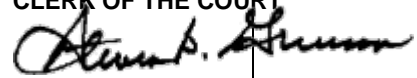
DATED May 12th, 2020

Submitted By: _____

A handwritten signature in blue ink, appearing to be 'L. P. R.', is written over a horizontal line.

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CNND

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Erich M Martin, Plaintiff

D-15-509045-D

vs.

Department C

Raina L Martin, Defendant.

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

Title of Nonconforming Document:	<u>Order to Extend Time to Answer Summons and Complaint</u>
Party Submitting Document for Filing:	<u>Erich Martin</u>
Date and Time Submitted for Electronic Filing:	<u>5/12/20 at 1:13pm</u>

Reason for Nonconformity Determination:

- ☐ The document filed to commence an action is not a complaint, petition, application, or other document that initiates a civil action. *See* Rule 3 of the Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5, the submitted document is stricken from the record, this case has been closed and designated as filed in error, and any submitted filing fee has been returned to the filing party.
- ☐ The document initiated a new civil action and a cover sheet was not submitted as required by NRS 3.275.
- ☐ The document was not signed by the submitting party or counsel for said party.
- ☒ The document filed was a court order that did not contain the signature of a judicial officer. In accordance with Administrative Order 19-5, the submitted order has been furnished to the department to which this case is assigned.

☐ Motion does not have a hearing designation per Rule 2.20(b). Motions must include designation “Hearing Requested” or “Hearing Not Requested” in the caption of the first page directly below the Case and Department Number.

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a nonconforming document may be cured by submitting a conforming document. All documents submitted for this purpose must use filing code “**Conforming Filing – CONFILE.**” Court filing fees will not be assessed for submitting the conforming document. Processing and convenience fees may still apply.

Dated this: 12th day of May, 2020

By: /s/ Stephen Mislan
Deputy District Court Clerk

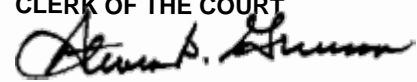
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on May 12, 2020, I concurrently filed and served a copy of the
3 foregoing Clerk's Notice of Nonconforming Document, on the party that submitted the
4 nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service
5 System.
6

7
8 By: /s/ Stephen Mislan
9 Deputy District Court Clerk
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ORDR
Name: Erich Martin
Address: 3815 Little Dipper Dr
Ft. Collins, CO 80528
Telephone: 970) 775-3952
Email Address: emartin2617@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

ERICH MARTIN

Plaintiff,

VS.

RAINA MARTIN

Defendant

CASE NO:15-D-509045-D

DEPT: C

ORDER TO EXTEND TIME TO ANSWER *Motion*

Upon consideration of the declaration of Plaintiff and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff shall have until 5:00 pm. on

June 1st, 2020 to file an Answer or otherwise respond to Defendant's

Motion to Enforce.

IT IS FURTHER ORDERED that failure to file an Answer or otherwise respond by the above date may result in the Defendant obtaining a default against

the Plaintiff. The Court can then enter a judgment against the Defendant for the relief demanded in the Motion.

DATED this ____ day of _____, 2020.

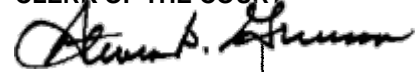
DISTRICT COURT JUDGE

Submitted By: _____

Erich Martin

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1 **SAO**
2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 2515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Defendant

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

ERICH MARTIN,
Plaintiff,

vs.

RAINA MARTIN,
Defendant.

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

DATE OF HEARING: 5/27/2020
TIME OF HEARING: 10:00 am

STIPULATION AND ORDER TO CONTINUE MOTION HEARING

Defendant, Raina Martin, by and through her attorney of record, Richard L. Crane, Esq., of the WILICK LAW GROUP, and Matthew H. Friedman, Esq., of FORD & FRIEDMAN, hereby stipulate and agree as follows:

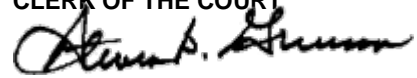
IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES that the FORD & FRIEDMAN's *Motion to Reduce Attorney's Lien to Judgment* currently scheduled for May 27, 2020, shall be continued to allow Ms. Martin to file a fee dispute with the State Bar of Nevada.

IT IS FURTHER STIPULATED that should the Defendant fail to file a verified fee dispute with the State Bar of Nevada within 14 days of this Stipulation, FORD & FRIEDMAN shall re-notice their *Motion* for resolution by the Court.

RA001106

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MOT
Name: Erich Martin
Address: 3815 Little Dipper Dr
Ft. Collins, CO 80528
Telephone: (970) 775-3952
Email Address: emartin2617@gmail.com
Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

ERICH MARTIN
Plaintiff,

vs.
RAINA MARTIN
Defendant

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

Date of Hearing: June 16th, 2020

Time of Hearing: 10:00AM
Oral Argument Requested: Yes

**RESPONSE TO DEFENDANT'S MOTION TO ENFORCE AND
DEFENDANT'S ATTORNEY'S FEES AND NOTICE OF MOTION FOR AN
ORDER TO ENFORCE AND/OR ORDER TO SHOW CAUSE
REGARDING CONTEMPT AND COUNTERMOTION FOR CONTEMPT**

COMES NOW, Erich Martin, the Plaintiff in Proper Person, and hereby files
this Counter Motion to Defendant's Motion to Enforce.

Erich Martin, in Proper Person moves this Honorable Court for an Order to
Enforce current court orders (Behavior Order as of December 10th, 2019) and an
Order to show cause why the Defendant (Raina Martin) should be held in contempt
and punished accordingly for violation of this court's order. I have repeatedly
attempted to resolve this issue with the opposing part before filing this motion.

1. I have tried to resolve all of these issues on multiple occasions with Defendant prior to
filing this motion.

RA001107

2. All attempts to resolve this issue have been useless as the Defendant is unwilling to negotiate on these matters in order to reduce the contention of the co-parenting relationship.

DATED this 28th day of May 2020.

Submitted By: 

ERICH MARTIN

RESPONSE TO DEFENDANT'S MOTION

POINTS AND AUTHORITIES

Any provision requiring reimbursement for a disability pay election is unenforceable. The United States Supreme Court precedent involving division of military retirement benefits began in 1981 with *McCarty v. McCarty*, 453 U.S. 210, 101 S.Ct. 2728, 69 L.Ed.2d 589 (1981). The *McCarty* court held that state court could not divide military retirement accounts in divorce proceedings under federal law preemption principles—based on its finding that the legislature intended that military benefits inure only to the service member. *Id.*

In immediate response, Congress passed the Uniformed Services Former Spouses Protection Act, which gave state courts permission to divide retirement pay benefits. *See, generally*, 10 U.S.C. § 1408. The statute, however, expressly excluded disability benefits paid in connection with a waiver of retired pay. 10 U.S.C. § 1408(a)(4)(B).

The Court next addressed the issue in *Mansell v. Mansell*, 490 U.S. 581, 109 S.Ct. 2023, 104 L.Ed.2d 675 (1989). In that case, the husband, at the time of his divorce, entered into a settlement agreement that included the requirement that he pay his wife 50% of his total military retirement pay, “including that portion of retirement pay waived so that [husband] could receive disability benefits.” *Id.* at 586. After making this agreement, and after the trial court entered a

decree based on the agreement, the husband moved to modify the decree to remove the requirement that he pay the portion of the disability benefit. *Id.* The California court refused his request, and the United State Supreme Court reversed. *Id.* at 588. It held that the federal exclusion of disability pay from divisible property “completely pre-empted” the state court’s ability to divide the disability pay. *Id.* Thus, the California court lacked authority to enforce a provision contrary to federal law. *Id.*

While *Mansell* addressed an award of disability payments after the servicemember made the retired pay waiver, the Supreme Court addressed post-decree waivers—like the waiver involved in the current matter-- in *Howell v. Howell*, 137 S. Ct. 1400, 1402, 197 L.Ed.2d 781 (2017). In *Howell*, a state court, as a part of divorce proceedings, awarded the wife one-half of the husband’s military retirement pay as her sole and separate property. *Id.* at 1404. About thirteen years after the husband began receiving retirement pay, the Department of Veteran Affairs found that the husband was 20% disabled because of a service-related injury. *Id.* Based on this finding, the husband waived a portion of his retirement pay so that he could receive the equivalent amount as a disability benefit. *Id.* This post-divorce election resulted in a \$125 per month reduction of the wife’s retirement benefit. *Id.*

The wife asked the Arizona state court to restore her share of the retirement benefit by ordering the husband to pay her \$125 per month. *Id.* The trial court agreed, and so did the Arizona Supreme Court. *Id.* The state high court reasoned that it had authority to order the husband to indemnify the wife because the husband made a post-divorce election that affected a property interest already awarded to the wife. *Id.*

The United States Supreme Court reversed the Arizona courts. *Id.* at 1402. The analysis began with the discussion that the state court’s errant belief that the wife had an enforceable,

vested property right. *Id.* at 1405-06. Justice Breyer remarked, “State courts cannot ‘vest’ that which (under governing federal law) they lack authority to give.” *Id.* Thus, anything awarded by the original decree was, “at most, contingent, depending ... on a subsequent condition: [the veteran’s] possible waiver of that pay.” *Id.* at 1405-06.

And it made no difference whether the state court awarded the disability benefits directly to the wife or ordered the husband to “reimburse” or “indemnify” her. *Id.* at 1406. According to the Court, the “difference is semantic and nothing more.” *Id.* Finding that the purpose of the reimbursement or indemnification order was to restore a community property right in a retirement payment, the Court held that all such orders are pre-empted because disability pay is exempted from community property laws. *Id.* Thus, the state court could not order the dollar-for-dollar indemnification even though the election occurred after the court entered its decree. *Id.*

In a companion case, the Supreme Court summarily reversed the California Supreme Court’s decision that a wife was entitled to “damages” because of her ex-husband’s post-decree waiver of retirement pay in favor of disability benefits. *See Cassinelli v. Cassinelli*, 138 S.Ct. 69, 199 L.Ed.2d 2 (2017), *reversing In re Marriage of Cassinelli*, 4 Cal.App.5th 1285 (2016). The trial court in *Cassinelli* subsequently amended its alimony order, awarding the wife \$541 per month in permanent alimony after finding that the post-decree retirement pay waiver reduced the wife’s income by \$541 per month. *In re Marriage of Cassinelli*, 20 Cal. App.5th 1267, 1272 (2018). The husband appealed, and the California Court of Appeals reversed, finding the alimony award to be nothing more than a semantic alteration of *Howell*’s prohibition of indemnification or reimbursement. *Id.* at 1275.

Importantly, Congress has not passed new legislation in reaction to *Howell* and *Casinelli*, as it did after the Court delivered *Mansell*, suggesting that Congress intended to keep disability

benefits completely in the hands of disabled veterans, treating such people differently from non-disabled veterans.

Several state courts have addressed post-*Howell* cases where former spouses have attempted to avoid the Supreme Court's mandate. In *Mattson v. Mattson*, 903 N.W.2d 233, 241 (Minn. Ct. App. 2017), the Minnesota Court of Appeals rejected the argument that contractual principles could rescue an ex-spouse's claim to the portion of retirement pay waived in favor of disability benefits. The court reasoned

[Wife] argues that [husband] is contractually bound by the terms of their stipulated agreement to pay his agreed-upon portion of the property division, and she argues that [husband] has not challenged the decree, which remains a valid judgment. But this argument runs headlong into *Howell*, which makes clear that state courts "cannot 'vest' that which (under governing federal law) they lack authority to give. Moreover, *Howell*, effectively overruled cases relying on the sanctity of contract to escape federal preemption. Simply put, state laws are preempted in this specific area.

[Wife] also argues that she should be entitled to the apportioned *amount* of disability compensation and that, once the disability-compensation funds reach [husband's] pocket, they have become his property and are no longer subject to federal protection. Again, as recognized in *Howell*, state court may not simply circumvent federal preemption by relying on arguments rooted in semantics. To recognize the legitimacy of such an argument would eviscerate federal preemption.

Id. at 241 (internal quotations omitted). Thus, although the decree was an existing order, the court could not enforce that term of the order. *Id.*

Indeed, the *Mattson* court followed *Mansell*, even if it did not recognize the connection, as the service member's specific contractual agreement to pay his wife a portion of his disability benefits could not stand in the way of federal preemption of the order. *See Mansell*, 490 U.S. at 586. Reason support this conclusion: the enforcement of contracts depends on state law, and federal law even preempts state contract law. *See Fidelity Fed. Sav. & Loan Ass'n v. de la*

Cuesta, 458 U.S. 141, 157, 102 S.Ct. 3014, 3024, 73 L.Ed.2d 664 (holding that state contract law does not signify the inapplicability of federal law).

The Court of Appeals of Kansas is in accord with its Minnesota counterpart. In *Matter of Marriage of Babin*, 56 Kan. App. 2d, 709, 437 P.3d 985 (2019), the Kansas court specifically rejected contractually-based claims to a disabled veteran's disability benefits. *Id.* at 718-19. Finding that the intent of Congress was "to ensure that the disability benefit goes to the support of the veteran, not to the support of others," it rejected the ex-wife's claim to her ex-husband's disability benefits (received through a waiver of retirement pay) even though the award came as a result of a mediated settlement agreement. *Id.* It held,

We are convinced that the division of [the disabled veteran's] disability compensation—even through a mediated settlement agreement—is simply not permitted by federal law. The district court lacked jurisdiction to order such a division of benefits, especially over [the disabled veteran's] objection to the division of property. The district court's ruling that [the disabled veteran] contracted away his right to his full disability pay must be reversed.

Id. at 719. Thus, the state court could not enforce an agreement to share a portion of the disability benefits. *Id.* See also *Brown v. Brown*, 260 So.3d 851 (Ala. Civ. App. 2018) (reversing a trial court's attempt to award a portion of disability benefits where retirement benefits were waived after the divorce decree was entered).

Taking a collective view of the foregoing post-*Howell* opinions results in a single conclusion: It does not matter whether an award of disability benefits is termed a contract, damages, reimbursement, indemnification, alimony, or an assignment. Federal preemption principles prohibit a state court from entering or enforcing orders that require a disabled veteran spouse to pay a nonveteran ex-spouse an amount equal to the amount the nonveteran spouse

would have received if the disabled veteran spouse had not waived retirement pay for disability pay.

No facts in the Martins' case can justify a departure from this rule. First, the written settlement agreement between the parties did not contain a term requiring indemnification. The term appeared for the first time in the subsequent retirement order, which the Court ordered Erich to sign. Second, even if Erich had agreed to the term, it is entirely unenforceable, consistent with the ruling that the husband's agreement in *Mansell* could not be enforced against him in the future. The Court was without authority to enter the order in the first place, and it lacks authority to enforce the order now.

COUNTERMOTION FOR CONTEMPT

INTRODUCTION

Raina Martin, the Defendant, continues to harass Erich and the Court over trivial matters. She has attempted to make malicious and untrue claims that Erich has denied payments for matters regarding Nathan's medical matters. Raina also has created a misleading financial disclosure form in an effort to display financial burdens that exceed both her and her husband's actual income.

At the behest of the Court, following the 10 December 2019, hearing regarding Joint Legal Custody and the Court ordered "Behavior Order," Erich submits this motion seeking to ensure his right as a father. In her continued efforts, Raina attempts to steal Erich's voice as a father. Raina maintains a history of withholding the parties' minor child from Erich and continually wresting the plain meaning of the parties' Decree of Divorce to read as she interprets it. Furthermore, her husband, Anthony Bricker, has joined in her actions by violating the Behavior Order.

Rather than allow Raina's unsubstantiated claims progress, Erich petitions the Court as follows.

A. RAINA HAS WITHHELD VISITATION ON MULTIPLE OCCASIONS.

Raina has violated the order by denying Erich's parenting time. According to the Decree of Divorce, she is require to send Nathan to visitation every other month to Erich during normal visitation times.

NRS 125C.020 Rights of noncustodial parent: Additional visits to compensate for wrongful deprivation of right to visit.

1. In a dispute concerning the rights of a noncustodial parent to visit his or her child, the court may, if it finds that the noncustodial parent is being wrongfully deprived of his or her right to visit, enter a judgment ordering the custodial parent to permit additional visits to compensate for the visit of which the noncustodial parent was deprived.

2. An additional visit must be:

(a) Of the same type and duration as the wrongfully denied visit;

(b) Taken within 1 year after the wrongfully denied visit; and

(c) At a time chosen by the noncustodial parent.

3. The noncustodial parent must give the court and the custodial parent written notice of his or her intention to make the additional visit at least 7 days before the proposed visit if it is to be on a weekday or weekend and at least 30 days before the proposed visit if it is to be on a holiday or vacation.

(Added to NRS by [1985, 1892](#))

Erich has attached multiple messages requesting visitation for Nathan to Erich in October 2019, due to the fact that he was unable to have Nathan for Labor Day. For two weeks, Defendant ignored these requests, which were 46 days prior to the proposed visitation weekend of 24-27 OCT 19. See Erich's Exhibit A outlining the multiple requests. Much like Defendant's claims back in February 2016, which Defendant was found to be in violation of visitation rights, she claimed "I'm not denying you visitation. You can come here to see your son." This has been harsh, not only for Erich, but more so for Nathan. It is evident that the Defendant attempts to negate Erich's relationship with Nathan at all possible events.

As of April 2020, Raina has denied make-up time for Nathan to visit for his Spring Break 2020. The two parties, Erich and Raina, had originally agreed that due to the COVID-19 Pandemic, it would be best not to have him travel, but Nathan should be afforded make up time

during the summer of 2020 visitation. However, Raina is claiming that she isn't making promises that this can happen. This violates the Decree and the Order of Judge Burton in December 2019, for negotiations and reasonable nature for such extenuating circumstances. Based on Raina's repeated actions, which this Court has witnessed, it is apparent that she is attempting to alienate Nathan from Erich. For this reason, Erich would like to request that the days from October 2019's visitation and the days for Spring Break 2020 be provided to him as make up time during the Summer of 2020. Erich would also request that the Court permit him to have all of Nathan's visitations be conducted at Erich's location (home residence, or choice). The 30 day notice would still be required of Erich to alert Raina of the location. This will reduce the confusion on any further visitations. This also allows Nathan to ensure he is not being separated from his family in Colorado.

B. RAINA IS IN VIOLATION OF HER JOINT LEGAL CUSTODY RESPONSIBILITIES AND JUDGMENT SHOULD BE IN FAVOR OF ERICH

Raina is in violation of her joint legal custody responsibility. According to the Decree of Divorce, she is required to discuss and come to an agreement prior to arrangements of medical providers and changes in education for minor, Nathan Martin. In Raina's May 2020 Order and during December 2019's hearing, Raina attached a string of Our Family Wizard ("OFW") medical expenses surrounding various charges for the parties' minor child. Repeatedly, Raina has disobeyed the Divorce Decree. The Decree required that she consult with Erich on educational, medical, and other matters- *See* Decree 2: 19-28 and 3: 1-8. As is evidenced in the Exhibit B herein, since July 2016, and currently, Defendant is consistently dishonest about the nature of medical appointments and treatments, and she has concealed her unilateral decisions to make significant educational decisions. The following is a summary of the multiple violations:

1. Raina switched Nathan's schools three separate times in the last four years, as recent as July 2019. Each time she has done so concealing the facts about it.

NRS 125C.0075 Unlawful relocation with child; attorney's fees and costs. *If a parent with primary physical custody or joint physical custody relocates with a child in violation of [NRS 200.359](#):*

1. The court shall not consider any post-relocation facts or circumstances regarding the welfare of the child or the relocating parent in making any determination.

2. If the non-relocating parent files an action in response to the violation, the non-relocating parent is entitled to recover reasonable attorney's fees and costs incurred as a result of the violation.

(Added to NRS by [2015, 2589](#))

3. A parent who relocates with a child pursuant to this section without the written consent of the noncustodial parent or the permission of the court is subject to the provisions of [NRS 200.359](#).

(Added to NRS by [1987, 1444](#); A [1999, 737](#); [2015, 2589](#)) — (Substituted in revision for NRS 125C.200)

2. In July 2016, and again in June 2017, Defendant took Nathan to an optometrist and bought prescription glasses without consulting me. She used the wrong insurance, increasing out-of-pocket expense.
3. During November 2019, she took Nathan to dermatology and ear-nose-throat appointments without consulting Erich or involving Erich in the matters.
4. Raina refuses to acknowledge the fact that she continues not to use Erich's insurance provided for Nathan to conduct the purchase of the glasses. On top of this, the multitude of OFW emails where Erich has requested that Raina abide by the Decree in reference to the joint decision-making when it comes to medical appointments. The language of the parties' Decree is clear.
5. Raina is attempting to abuse the privilege of insurance in conjunction with the Court's interpretation of medical expenses. During the span of 12 months (Feb 2019 - Feb 2020), Raina has had glasses replaced on four separate occasions. At none of those points in times did she ever discuss the type or price of glasses to be purchased. Her most recent

purchase of glasses (February 2020) was \$776, which far exceeds the \$100 split Judge Burton quoted during the December 2019 hearing.

NRS 125C.002 Joint legal custody.

1. When a court is making a determination regarding the legal custody of a child, there is a presumption, affecting the burden of proof, that joint legal custody would be in the best interest of a minor child if:

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

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

2. The court may award joint legal custody without awarding joint physical custody.

(Added to NRS by [2015, 2582](#))

NRS 125C.0617 “Decision-making authority” defined. *“Decision-making authority” means the power to make important decisions regarding a child, including decisions regarding the child’s education, religious training, health care, extracurricular activities and travel. The term does not include day-to-day decisions that necessarily accompany a grant of caretaking authority.*

(Added to NRS by [2013, 763](#))

C. DEFENDANT'S DOMESTIC PARTNER HAS VIOLATED THE BEHAVIOR ORDER #17

Raina's husband, Anthony Bricker , has violated the Behavior Order set forth from the Order following the December 2019, hearing. It would appear that Raina and her domestic partner, Anthony Bricker, will not cease at attempting to cut Erich off in any way possible to being the minor child's dad. At first glance, the text message from Anthony on 09 JANUARY 2020, may seem harmless and almost encouraging. *See Exhibit C.* But, based on the rights that are given up when a parent relinquishes his/her child to adoption, that parent loses all rights to that child. This would mean that Erich would no longer have the rights to visitation, knowledge of the minor's whereabouts, let alone communication.

Furthermore, this contact violates Behavior Order #17, which was established after the 10 DECEMBER 2019, hearing and further ordered by the Court.

17. Communication between the parties shall be restricted to Our Family Wizard ("OFW") only. Said communications shall be restricted to one (1) single

topic per message and shall not exceed four (4) sentences in length, per message. The only exception to this is that the subject surrounding the minor child requires more than four sentences to adequately inform the other party about information pertaining to the minor child.

**D. ERICH REQUESTS THAT THE COURT REVERSE ITS DECISION TO SEAL
THE CASE**

The difficulty of obtaining information for our court case is exponentially increased for Erich, due to the fact that he lives outside of Nevada. There has been no apparent reason for Raina to have filed the request during August 2019, other than to ensure that this remains difficult for Erich. This has become a case in point with Raina's repeated motions to go to court in the last 6 months. Furthermore, she has sought to create a financial burden for Erich, and not seeking any matters that are relevant to the well being of the parties' minor son.

For this reason, Erich would move the Honorable Court to reverse the decision to Seal this case. The only purpose sealing these matters has served to create a stumbling block for Erich obtaining timely information to respond to Raina's frivolous and harassing court proceedings.

E. ERICH SHOULD NOT BE REQUIRED TO PAY ATTORNEY'S FEES

Erich should not have to pay attorney's fees based on the facts provided surrounding the retirement pay matter. Erich has also portrayed his willingness to work with Raina on other issues addressed within her motion. It is evident that Raina has merely been difficult and subversive in her actions regarding these claims.

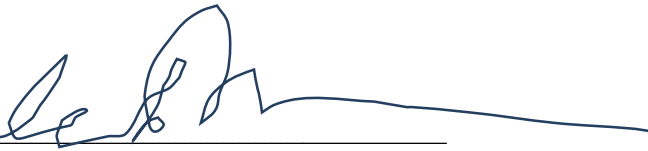
III.

CONCLUSION

I respectfully ask the Court to grant me the relief requested above and any other relief the Court finds appropriate.

DATED May 28th, 2020

Submitted By: _____

A handwritten signature in blue ink, appearing to be 'L. R.', written over a horizontal line.

DECLARATION IN SUPPORT OF MOTION

I declare, under penalty of perjury:

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

b. Additional facts to support my requests include: N/A

c. Exhibits in support of this Motion are filed separately in an Exhibit Appendix

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

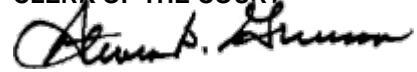
DATED May 28th, 2020.

Submitted By: _____

A handwritten signature in blue ink, appearing to be 'L. R.', written over a horizontal line.

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EXHS
Name: Erich Martin
Address: 3815 Little Dipper Dr
Ft. Collins, CO 80528
Telephone: (970) 775-3952
Email Address: emartin2617@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

ERICH MARTIN

Plaintiff,

vs.

RAINA MARTIN

Defendant

CASE NO:15-D-509045-D

DEPT: C

DATE OF HEARING: June 16th, 2020

TIME OF HEARING: 10:00AM

EXHIBIT APPENDIX

ERICH MARTIN, the Plaintiff, submits the following exhibits in support of my MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR ORDER TO SHOW CAUSE REGARDING CONTEMPT. I undersand that these are not considered substantive evidence in my case until formally admitted into evidence.

Table of Contents:

1. **Exhibit A-** *Raina denies Erich Visitation October 2019 and Spring Break 2020*

RA001120

2. **Exhibit B-** *Raina is in violation of Joint Legal Custody*
3. **Exhibit C-** *Anthony Bricker (Raina's Domestic Partner) violates Behavior Order #17 for Communication to Erich*
4. **Exhibit D-** *Proof of Erich working with Raina on Medical Expenses*
5. **Exhibit E-** *Raina is in violation of Behavior Order #1*

DATED: May 28th, 2020

Submitted By: 

Plaintiff

CERTIFICATE OF MAILING

I, ERICH MARTIN declare under penalty of perjury under the law of the State of Nevada that on May 28th, 2020, I served this *Exhibit Appendix* by depositing a copy in the U.S. Mail in the State of Nevada, postage addressed to:

Raina Martin
3591 E. Bonanza Rd., Ste# 200
Las Vegas, NV 89110

DATED May 28th, 2020

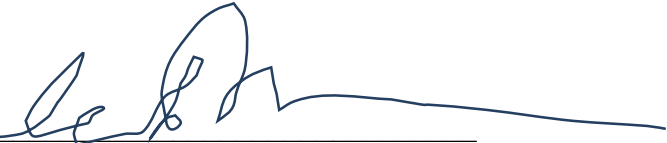
Submitted By: 

EXHIBIT A.

**RAINA DENIES ERICH VISITATION DURING
OCTOBER 2019 AND SPRING BREAK 2020**

ERICH'S ORIGINAL REQUEST FOR OCTOBER 2019 VISIT

- From:Erich Martin
- To:
- Raina Martin (First View: 09/09/2019 7:04 PM)
- Sent:09/09/2019 6:48 PM
- Subject:OCT 2019 and Thanksgiving 2019 Visit

Message:

Raina,

I would like to exercise my visitation for the following dates:

1. He has OCT 25-27off. If you would please, fly him to Denver, CO on 24OCT19, after school. I will have him back by 5:25pm on 27OCT19.

2. Nate is off from 23NOV19-01DEC19. If you would, please fly him to Austin or San Antonio, TX on 24NOV19. I will have him back by 8:10am on 30NOV19.

Since I won't likely get to visit in September, and I get Thanksgiving this year, that's why it would be this way. Duly, this should be far enough out to get decent prices on flights for Nate. Please, let me know his itinerary as soon as possible.

Thanks,
Erich

DEFENDANT IGNORES REQUEST FOR 2 WEEKS

- From:Erich Martin
- To:
- Raina Martin (First View: 09/24/2019 9:32 PM)
- Sent:09/24/2019 8:07 PM
- Subject:Two Weeks No Reply: OCT/Thanksgiving Visitation

Message:

Raina,

I sent the following message on 09SEP19, and it is now 2 weeks and I haven't received a reply:

Raina,

I would like to exercise my visitation for the following dates:

1. He has OCT 25-27off. If you would please, fly him to Denver, CO on 24OCT19, after school. I will have him back by 27OCT19.

2. Nate is off from 23NOV19-01DEC19. If you would, please fly him to Austin or San Antonio, TX on

24NOV19. I will have him back by 8:10am on 30NOV19.

Since I won't likely get to visit in September, and I get Thanksgiving this year, that's why it would be this way. Duly, this should be far enough out to get decent prices on flights for Nate. Please, let me know his itinerary as soon as you purchase them.

Would you please let me know what you are planning to do for Nate for his visitation.

Thanks,
Erich

DEFENDANT DENIES NATHAN VISITION FOR OCTOBER 2019

- From:Erich Martin
- To:
- Raina Martin (First View: 10/25/2019 1:07 AM)
- Sent:10/24/2019 8:15 PM
- Subject:Denied Oct 2019 Visitation

Message:
Raina,

I'm just letting you know that I am canceling Nathan's flight for Sunday since you have chosen to deny Nathan coming to visit our family. Arguing your reasons is unnecessary here, as it is contrary to claiming "a supportive relationship" for Nathan and me. If the shoe was on the other foot, I would not do that to you and you know it. Please inform me of his flight to Texas for Thanksgiving as I've requested this no less than 4 separate occasions now.

Erich

- From:Raina Martin
- To:
- Erich Martin (First View: 10/25/2019 7:14 AM)
- Sent:10/25/2019 1:10 AM
- Subject:Re: Denied Oct 2019 Visitation

Message:
Erich,

Your visitation was never denied- you chose not to exercise your visitation, again.

We will get you his Thanksgiving flight itinerary to you as soon as it is booked.

Thanks,
Raina

On Thu, 10/24/19 at 8:15 PM, Erich Martin wrote:

To: Raina Martin

Subject: Denied Oct 2019 Visitation

Message:

Raina,

I'm just letting you know that I am canceling Nathan's flight for Sunday since you have chosen to deny Nathan coming to visit our family. Arguing your reasons is unnecessary here, as it is contrary to claiming "a supportive relationship" for Nathan and me. If the shoe was on the other foot, I would not do that to you and you know it. Please inform me of his flight to Texas for Thanksgiving as I've requested this no less than 4 separate occasions now.

Erich

HISTORY OF DEFENDANT FAILING TO COMPLY ON VISITATION:

On Wed, 05/03/17 at 1:11 AM, Erich Martin wrote:

To: Raina Martin

Subject: Nathan's visitation (non compliance)

Message:

Raina,

You are clearly having a difficult time interpreting the Decree. I am not surprised as you tend to try to manipulate it to suit yourself. Let me explain how it is written.

1. See attached photo. I am entitled to visitation every month while Nathan is in school as regular visitation. I also have a holiday and vacation plan which consists of holiday time including spring break, thanksgiving, Christmas/ winter break, and summer. The part of the decree you are confused about is where it states these holiday and vacation time happens to be on any "given month" (meaning the monthly 3 day breaks) it will be considered my "regular visitation for that month" this is saying that when there is a "holiday" in the same month as a 3 day break from school. I have to consider the holiday as my visitation. I do not get "BOTH" visits in "THAT MONTH"

It never states that the holiday, vacation, or summer schedules are included in the travel alternating monthly. These are a separate visitation schedule. My monthly visitation consists of any and all 3 day weekends and staff breaks from school. Not vacation and long holidays.

2. Judge Burton clarifies this further in the modification(see attached photo) where she states that I am entitled to visitation alternating monthly...to include all of the holidays/ breaks from school that she listed....read pg 2 of the modification order.

3. The 2nd paragraph of the modification order lists out my holiday time and the 3rd lists out summer. These are separate from my regular monthly visitation where we alternate between Las Vegas and wherever I choose. (see attached photo)

As you can see, it is quite clear in the decree that regular alternating monthly visits are all 3 day holidays and staff days etc....holidays including spring break, winter break, thanksgiving and summer are separate. His last visit here was spring break. My last regular monthly visit was in March and I was in Las Vegas. His next scheduled monthly visit is memorial day and he is to come to Colorado. His next visit after that I may choose to go to Las Vegas in June. And then he will come to Colorado for summer (see attached photo) since he will be going back to traditional schedule in order to get my full time for the summer nathan's return visit to you in the summer will need to be 1 week instead of 2 weeks in order to get my full time. Nathan will fly to Colorado June 30 pm or July 1 in the am to have it considered a 4 day weekend and I can add this to my first week of summer. Nathan will return to you July 15th. He will then fly back to Colorado July 23 until Aug 13th instead of Aug 19th in order to give me the final 3 weeks of summer.

As you can see, this is correct. I am tired of wasting time and money in court. If you do not send Nathan I will be forced to ask Judge Burton to hold you in contempt. I feel that since this will be the second time for the same offense she will not be lenient.

As far as Nathan "wanting" to visit. Do not give him a choice! Try acting excited for him instead of

making it a chore or difficult for him. Also, please stop telling him that he has a choice to not come at all once he is 12 years old. I am documenting these things so that in the event you try fight to have him choose to not come when he is older I can show manipulation on your end. You will not win that case as long as Nathan has been manipulated by his parent. Why would you want to have him choose to not see his father? That is beyond horrible Raina. -Erich

Raina's lack of reasonable behavior for Spring Break 2020:

From: Erich Martin

To: Raina Martin (First View: 03/31/2020 2:20 PM)

Sent: 03/31/2020 1:49 PM

Subject: Re: Spring Break - Clarify

Message:

Raina,

Do not send Nathan. Since you can't guarantee make up time, I will deal with it another way. But given the stay at home orders and the issues with COVID-19, I am not risking Nate for whatever you are trying to do here. Again, this shouldn't be so difficult, and it shows in your emails.

Erich

RA001126

EXHIBIT B

**RAINA IS IN VIOLATION OF JOINT LEGAL
CUSTODY**

DEFENDANT IS DISHONEST AND MAKES UNILATERAL DECISION ON WALLIN ELEMENTARY

**- ON 23JUN19, DEFENDANT CLAIMED IN JUNE AND JULY 2019 THAT
SHE HADN'T "DECIDED ON NATHAN'S SCHOOL YET"**

On Sun, 06/23/19 at 2:35 PM, Raina Martin wrote:

To: Erich Martin

Subject: RE: Nathan's School Enrollment

Message:

Erich,

Please stop sending and writing inflammatory messages.

We were discussing the option of moving back to Henderson. It was a discussion and it may or may not be happening. We are not 100% yet because of Tony's work and Forbus lost their funding for TAGS.

When we finally decide if we will be moving, I will tell you. There is no reason to tell you something that may not happen.

Raina

On Sun, 06/23/19 at 2:02 PM, Erich Martin wrote:

To: Raina Martin

Subject: Nathan's School Enrollment

Message:

Raina,

Where is Nathan going to school next year? I was having a conversation yesterday with Nathan about his work in school and making progress with his writing and math, and I asked him if he was excited about 4th Grade in Forbuss. His response:

"My mom doesn't want me to tell you this, but I may be going to Wallin again next year?"

I'm tired of fighting with you, but the amount of secrecy with things regarding Nathan from you has been out of hand for years. He struggles with honesty as it is and it stems from the style of parenting that goes on down there with you. You can make accusations all you please against me, but I have the proof of what you are doing to damage his relationship with me and what you do in general. It's time you realize that you're hurting Nathan even more than anything.

Is Wallin even going to allow him to come back to their school?! I am well aware of why he had to leave there originally- as that was made clear during your attempt to hide it during the 504 meeting.

Seriously, just be honest about whatever it is that you are planning on having him do next year. Instead of trying to make excuses and point blame, why not work with me to make HIS FUTURE brighter! It's not about you, it's about him.

Erich

ON 25JUL19, DEFENDANT FINALLY TELLS ERICH WHICH SCHOOL NATHAN WILL ATTEND:

- From: Raina Martin
 - To:
 - Erich Martin (First View: 07/25/2019 10:22 PM)
 - Sent: 07/25/2019 10:21 PM
 - Subject: RE: Nathan's School
-

Message:

Erich,

As of the 2019/2020 school year, Monday August 12th, 2019- Nathan will be attending his previous school Wallin Elementary School located at 2333 Canyon Retreat Drive, Henderson, NV 89044 (702) 799-5776. His school hours are 0730 to 1401 daily. I will advise the school that you are his biological father, as we do every year. As always I will provide you with all school updates, school functions, and other information as I get them or we become aware. Wallin Elementary is a well-respected school in the community, a national blue ribbon school, a 5 out of 5 star's school and on the verge of becoming a top 100 national school. This change in his school location is a result, solely, on our moving back to our home at 2812 Josephine Dr. Henderson, NV 89044.

Thanks,

Raina

On Thu, 07/25/19 at 8:37 PM, Erich Martin wrote:

To: Raina Martin

Subject: Nathan's School

Message:

Raina,

Which school is Nathan attending this year? I am sure you know by now which school it is, and I need to know. This way I know his schedule for visitation and tracking his progress in school.

Erich

ON 16SEP19, ERICH LEARNS DEFENDANT HAS BEEN CONCEALING THE TRUTH ABOUT NATHAN'S SCHOOL SINCE MAY 2019:

Rene Keathley [Wallin ES] <keathrl@nv.ccsd.net>

16 Sep 2019, 10:34
to me

Good morning Mr. Martin,

My apologies for my delay in responding. I was out of the office Friday and this is the first email I received from you. I have updated all of your information in Infinite Campus. Please remember to log into Infinite Campus to check grades, attendance, etc. for Nathan. **Nathan's online registration was submitted on 5/13/2019. Have a great day!**

Rene' Keathley
Elementary School Clerk
Wallin Elementary School
2333 Canyon Retreat Drive
Henderson, NV 89044
WAN: 0483-4006
702-799-5776 Fax: 702-799-5752
Keathrl@nv.ccsd.net

ON 13NOV19 DEFENDANT MAKES UNILATERAL DECISIONS ON MEDICAL:

On Sun, 11/24/19 at 4:31 PM, Erich Martin wrote:

To: Raina Martin

Subject: Medical Appointments

Message:

What health issues does Nathan have that caused you to take him to the dermatologist and ENT? Also, why did you not discuss these concerns with me prior to scheduling these appointments? I would like to be involved in any and all of his health care needs. It is not enough for me be informed after the fact that he needed to see a specialist.

Please send me information on all of Nathan's providers. I would like the Name, address, phone numbers and any information/diagnosis they find relating to his health. In addition to this, please send me copies of all EOBs received from the insurance company. I also need all information related to Nathan's insurance provided by Tony.

Erich

DEFENDANT'S NON-COMPLIANCE AND UNILATERAL DECISION-MAKING ISSUES IN 2018

- From:Erich Martin
- To:
- Raina Martin (First View: 01/24/2018 2:08 PM)
- Sent:01/24/2018 1:40 PM
- Subject:RE: Satisfaction of Judgement & Visitation

Message:

Raina,

It never ceases to amaze me your scandalous measures you live by to claim you're "looking out for Nathan."

1. I spoke with Mr Toth at Forbuss and he NEVER "recommended" Nathan see Dr Harder for therapy. In fact he not only did NOT know you were taking him to Dr Harder, but he said he CANNOT recommend a child to see a therapist!

2. I called Dr Harder's office, and you not only HAVE TO TALK to me and have permission as

per their practice, but THIS IS IN THE DECREE!! At every point that you have made claims that I "don't follow the decree" it is so you can make accusations to deflect from the fact that it is YOU who is disobeying the decree!!

So they are canceling the appointment because you haven't been honest and you don't communicate properly. Duly, I am in training for the day he is supposed to be seen. Oh by the way, you did not tell me his appointment date- I asked specifically.

3. I called the NEW OPTOMETRIST that you have chosen to use and they didn't even know he had a prior prescription!! Not only that, they don't know what it was before since you made it seem like it was for a new issue for Nathan!! I WILL NOT PAY FOR THESE ITEMS!! Unless it is an emergency all appointments have to be cleared with me prior to making them. If you want to get Nate new glasses you have to discuss it with me first or I am not obligated to pay for them. I would have liked the opportunity to discuss the need with the Dr prior to a purchase and have a say in the style and type of glasses purchased. Next time please discuss these things with me beforehand.

Seriously, what is wrong with you?!! And you want to point fingers about me not giving a zip code?? **YOU DIDNT GIVE ME NATHAN's SCHOOL INFO OR YOUR NEW HOUSE UNTIL DAYS BEFORE SCHOOL STARTED!! I asked SO MANY TIMES even beginning in April 2017, when I knew you had the Principal lie in the "504 meeting" for Nathan at Wallin Elementary.**

Nathan lies on a whim even during FaceTime! He claimed he no longer could talk the other night because he was "losing reception" when it was him covering the screen. He constantly tells me the percentage of battery is low because he is coached by you to do that and not talk to me.

This nonsense is so repetitive it's OUT OF CONTROL!! You are going to destroy his character, and ruin his confidence. We (Julie and me) ACTUALLY provide love, structure and discipline. I don't know how you think you are "looking out for him" but this is insane!!

And I will let you know when I can see Nate. Like I said, I have provided the PROPER 30 day notice and beyond. If you play games like you've done for the last 3 years of our lives and beyond to be honest, it will likely not bode well for you in court if you push it further. I am ashamed of what you are doing and you should be too!! Stop this nonsense!!

Erich

DEFENDANT'S HISTORY OF CONCEALING SCHOOL AND UNILATERAL DECISIONS ON MEDICAL IN 2017:

On Thu, 07/27/17 at 9:17 PM, Erich Martin wrote:

To: Raina Martin

Subject: RE: Compliance with the decree and school

Message:

Have you ever consulted me" before" taking him to the Dr. Or day care? Not once ever. Have you involved me in the decision making? Never! You chose his Dr., his after school care, and his school which yes if moving effects his school you do have to consult me. You voluntarily moved! When I move it has no effect on his school whatsoever. So no I don't and I am in the military I have no choice and you and the Judge know that and there are laws protecting me on that. Look them up they are specific for active duty parents.

On Thu, 07/27/17 at 9:09 PM, Raina Martin wrote:

To: Erich Martin
Subject: RE: Compliance with the decree and school
Message:
Erich,

I do not have to discuss with you if I move- the school is zoned and that is not my choice. Unless you would like to put him in a private school where you can pay half of it - then we can talk. You are moving to Texas did you consult me? I have supplied you on every other piece of information - his afterschool programs his doctors all of it. Again- Constant back-and-forth.

On Thu, 07/27/17 at 9:03 PM, Erich Martin wrote:

To: Raina Martin
Subject: Compliance with the decree and school
Message:

Raina,
Since we are on the subject **the decree clearly states that you have to discuss and we both have to agree on school changes, health care providers and daycare providers. You have never consulted me on any of these matters before taking him to the Dr.** Or most importantly moving across town and changing his school. You are the one not in compliance. See attachment
Thanks,
Erich

- From: Raina Martin
- To:
- Erich Martin (First View: 05/21/2017 9:03 PM)
- Sent: 05/21/2017 9:01 PM
- Subject: RE: Moving/Nathan's school

Message:
Erich,

You don't have a say in school- I don't. It's called "zoning" look it up.

Raina
On Sun, 05/21/17 at 8:58 PM, Erich Martin wrote:
To: Raina Martin
Subject: RE: Moving/Nathan's school
Message:
Raina,

I don't care where you buy the house. **But, you do have to give me a say in his school.** Are you and Tony getting a divorce?

Erich
On Sun, 05/21/17 at 8:57 PM, Raina Martin wrote:
To: Erich Martin
Subject: RE: Moving/Nathan's school
Message:
Erich,

I will let you when the decision is made. You do not dictate where I buy a house in the same town.

Raina

On Sun, 05/21/17 at 8:50 PM, Erich Martin wrote:

To: Raina Martin

Subject: Moving/Nathan's school

Message:

Raina,

Where are you moving? Where is Nathan going to school? I need to know these things so that way I can plan for Nathan's upcoming visitations. **To be compliant with the decree, you need to inform me of these things. Further, WE have to agree on these things. You get in the habit, just like last summer, of making decisions on these matters when it has to be agreed upon by both of us for school and sports.** Please let me know.

Erich

HISTORICALLY, DEFENDANT MAKES UNILATERAL DECISIONS IN 2016:

On Mon, 08/08/16 at 8:17 PM, Erich Martin wrote:

To: Raina Martin

Subject: RE: Passport, QDRO, & Insurance

Message:

Raina,

You paid the \$100 for the QDRO filing fee before you ever sent me papers to sign. You did not pay the extra \$100 because I refused to sign the papers. You indicated that when you sent me the paperwork for the first time. Your dishonesty in all things baffles me.

As far as glasses in the future goes. Nathan at age 5 or 6 or whatever age does not need top of the line designer glasses. Had you chosen a cheaper pair there may not have been any fee at all. Please send me all of his other insurance information including all policy coverages, policy holder info and DOB, whether or not it is to be billed as primary or secondary etc. This is so that I may stay informed and may be able to use it here in the case that it becomes necessary to do so. Also the receipt you sent is not complete. Please send me a copy of the EOB from both insurance companies so that I may also track this for my records. The provider you choose effects the amount I have to pay for his medical expenses I would like to track this also.

I am sorry if the other life insurance company never contacted me and that they do not keep any records in order to track application information. If they do please have them send proof that I denied their request for anything at all. Sounds like it is something you made up in court so that you could try to make me look bad. The first time I have ever received anything pertaining to an insurance policy was after I returned back from KY just a little more than a week ago. I have since signed it and sent that back to you. I will send the originals as well as passport information on Monday. As far signing the QDRO goes, I have stated several times that I will not sign it because there are some things that I wish to discuss pertaining to that in mediation. As soon as mediation is complete I will sign it as long as we have an agreement on the terms. I will not pay for his passport or sports because those are the kind of things I pay child support for.

Nathan said that he is signed up to play tackle football. I hope that it is not the case, because I will absolutely not support that at this time. He is not even close to ready for that. If he is incorrect and it is only flag football, please send me all information pertaining to his team, league, coaches name and contact information, practice and game schedule. I plan to contact the coach and have my email address added to the team distro list.

Tomorrow, 09AUG16, Nathan will be staying at the house with the kids with our babysitter, Ashley Soulier. She is 16yrs old and has babysat for us many times. Also, either tomorrow night, or Wednesday morning, we will be heading to UT to stay with Julie's brother in Bluffdale. You have the address already, and we will return Sunday evening to CO. -Erich

Raina refuses to work with Erich on Nate's therapy:

From:	Erich Martin
To:	Raina Martin (First View: 05/08/2020 6:12 PM)
Sent:	05/08/2020 12:32 PM
Subject:	Re: Re: Re: Re: Re: Re: Therapy for Nate

Message:

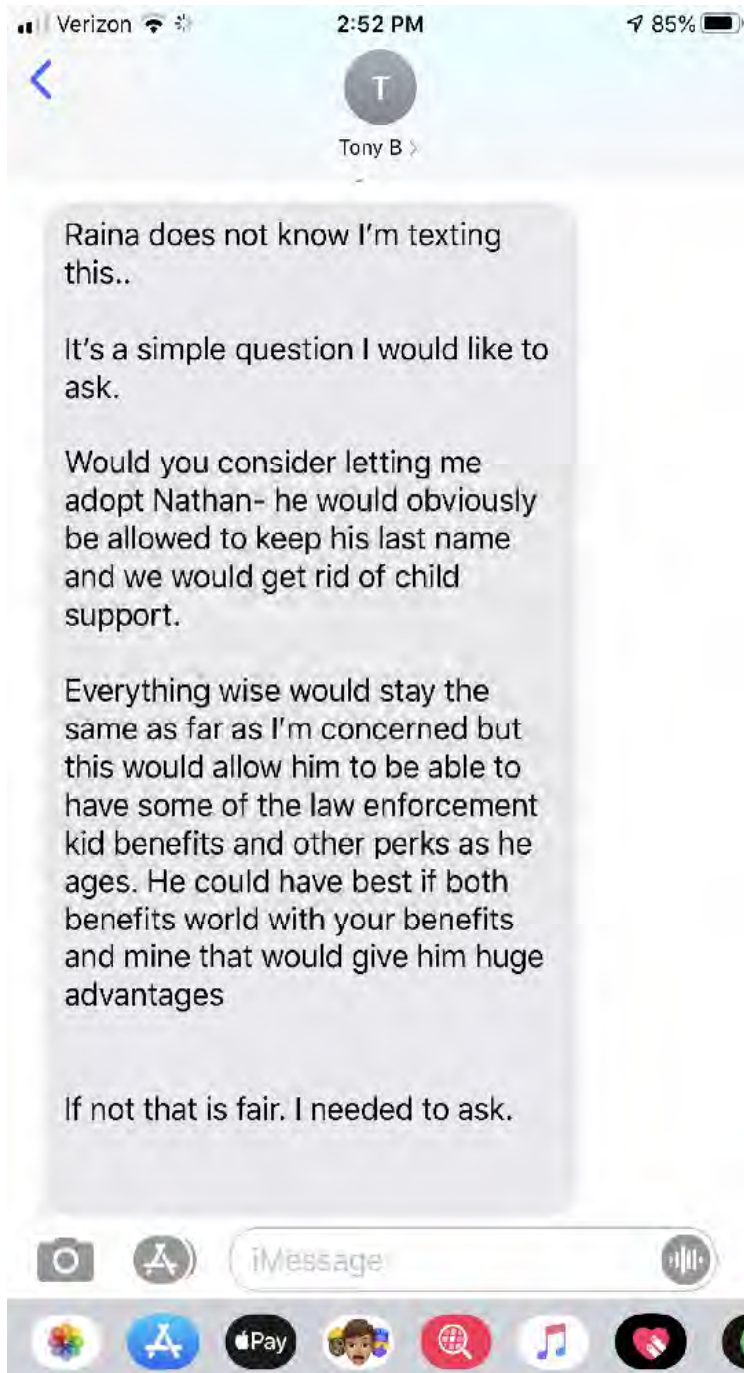
Raina,

Mr. Toth, the guidance counselor whom you claimed recommended Dr Harder, did in fact say it is ILLEGAL for him to recommend any counselor. And you know this because we have already been through that- so stop making up stories. Also, why do you keep ignoring my question of Nate's therapy here in Colorado?

Erich

EXHIBIT C

**Anthony Bricker (Raina's Husband) violates Behavior
Order #17 for Communication to Erich**



****** THIS TEXT WAS SENT BY ANTHONY BRICKER (TONY B) ON 12JAN2020 TO ERICH MARTIN. Yet, another attempt by Raina and Anthony to ensure that Nathan's relationship with his dad is destroyed. There is no legal claim to a child that is given up after adoption. And there is no reason to believe that Raina and Anthony would honor their word as they have made it their duty to harass Erich and make co-parenting as difficult as possible. On top of that, they hid their marriage back in February 2016.**

EXHIBIT D

**Proof of Venmo payment to Raina for medical
expenses**

From: Erich Martin

To: Raina Martin (First View: 05/02/2020 7:22 PM)

Sent: 05/02/2020 7:19 PM

Subject: Re: Re: Venmo Proof of Payment

Message:

Raina,

My wife didn't contact you. We share that account. And I have made payment here. If you choose not to accept, the Judge will see through that and that you are merely trying to be difficult.

Erich

On Sat, 05/02/20 at 7:17 PM, Raina Martin wrote:

To: Erich Martin

Subject: Re: Venmo Proof of Payment

Message:

Erich,

Please do not have your wife contact me in any form. I did not authorize Venmo payment and I did not approve of the amount.

Raina

On Fri, 05/01/20 at 10:55 PM, Erich Martin wrote:

To: Raina Martin

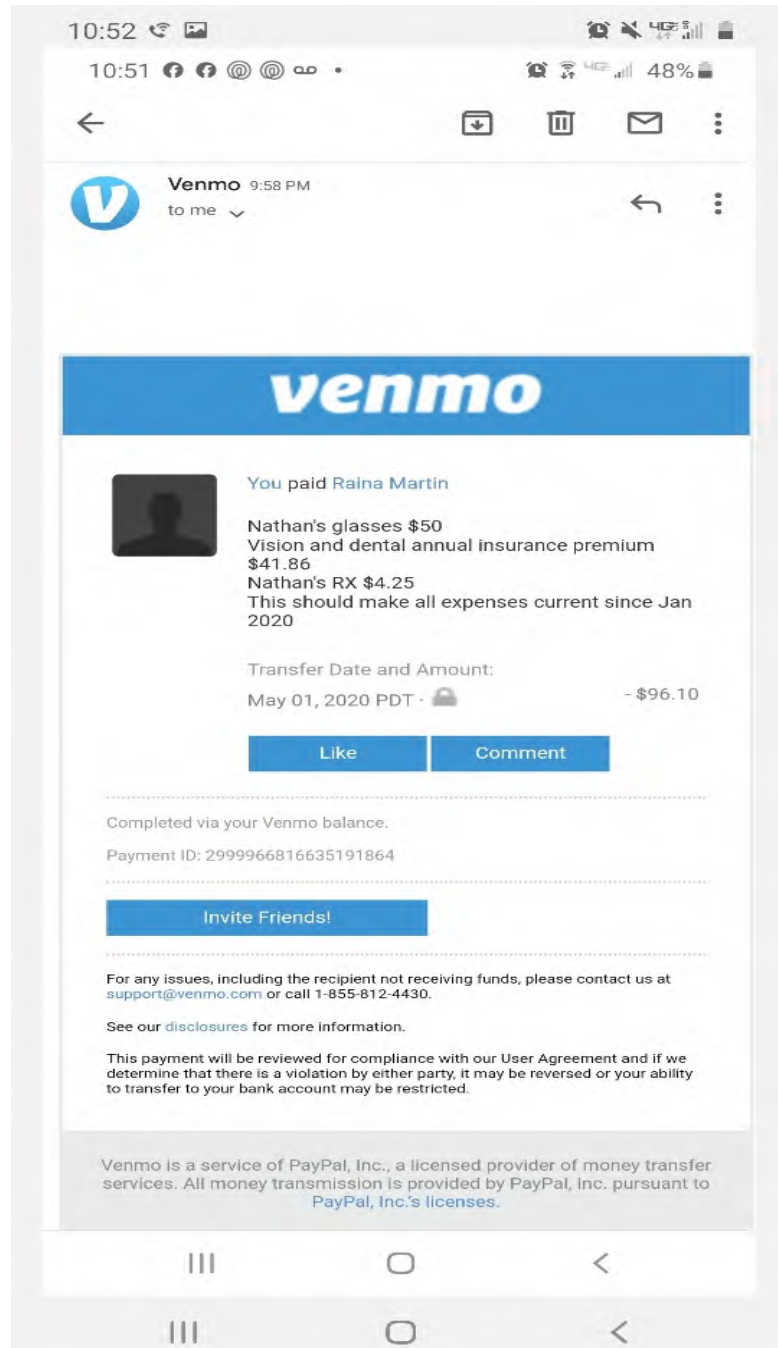
Subject: Venmo Proof of Payment

Message:

See the attached for Venmo Proof of Payment.

Erich

RA001138



Proof of Erich working with Raina via OFW on expenses:

From: Erich Martin
To: Raina Martin (First View: 04/05/2020 10:07 AM)
Sent: 04/02/2020 9:19 PM
Subject: Nathan's Glasses

Message:

Raina,

Since you didn't consult with me about the cost of Nathan's glasses, yet again, because they exceed the \$100 that Judge Burton specified in 10DEC19 case, I am not willing to pay \$217 for glasses. As per the order, I will provide \$50 for them, but he has broken his glasses 5x in a few months there is no justified reason to spend almost \$450. I have asked you not to purchase the most expensive pair and transition lenses.

Erich

***** As a side note, this pair of glasses without insurance was \$776.
** Also noteworthy, this was the fourth (4th) pair of glasses in only 12 months.***

Proof of Erich working with Raina on Dental/Vision coverage:

On Thu, 01/02/20 at 2:49 PM, Erich Martin wrote:

To: Raina Martin

Subject: Re: Re: Re: Dental insurance coverage

Message:

Raina,

Look at the fee schedule, that's not how it works. When you add an individual, it only goes up by a premium per the persons added, not as a total combined. Duly, you are now claiming it's just Tony ("Employee") plus 4. If that is the case the math goes like this:

$32.70 - 31.09 = \$1.61$ per paycheck

$1.61 \times 26 = \$41.86$ for the year.

I know you're going to try to argue this, but look at the fee schedule. When you add per person, it's not divided among everyone, it's based on an additional individual. For example, when you became Tony's "domestic partner" it cost him only \$2.54 to add you, and then another \$1.61 to add Nate back in February 2016, when you all did this thing. Because Tony already had "Employee + 2" with his sons Dylan and Wyatt.

I'm even paying for the entire "dental and vision" just to make it simple, despite the fact I already have vision for Nate covered through Tricare. This should now suffice for you two.


Erich

****** Please note, that Raina has known that Nathan has been covered by both Erich and Anthony Bricker. In her September 2016, court appearance, she claims that she married Anthony for insurance coverage for her and Nathan. Nathan has been covered since February 2016, as this was noted in the exhibits provided by Erich***

during that court case. The evidence was provided through an excessive expense of glasses dated July 2016, which displayed insurance coverage by Anthony Bricker.

*****Also noted is the fact that Raina has taken Erich to court during 2019 in an attempt to harass him over a total of \$41.86 (please see attached breakdown for Anthony's Dental/Vision coverage for Nahan based on "Employee + 4")*

Las Vegas Metropolitan Police Department
Employee Health & Welfare Trust



2720 N. Tenaya Way
Las Vegas, NV 89128
(866) 868-1395
(702) 413-1707 -fax

December 16, 2019

Anthony Bricker
Confirmation of Coverage

This is to confirm that Anthony is covering himself plus 4 dependents. Below is the current rate structure. These rates are in effect for 2020 as well.

Board of Trustees

John Abel,
Chairman

Jackson Wong,
Co-Chairman

Jamie Frost
William Gethoefer
Brett Zimmerman
John McGrath
Brian Grammas
Kenny Delzer


Kelly Taylor,
Health Plan Director

Employee/Dependent Contributions (January 2019-December 2019)			
Active Employees (per payroll)	Full Coverage	Medical/Rx Only	Dental/Vision Only
Employee Only	\$0.00	\$0.00	\$0.00
Employee +1	\$ 87.08	\$ 60.84	\$ 26.25
Employee +2	\$ 100.29	\$ 70.75	\$ 29.55
Employee +3	\$ 110.81	\$ 79.74	\$ 31.09
Employee +4	\$ 123.73	\$ 91.03	\$ 32.70
Employee +5	\$ 140.77	\$ 105.96	\$ 34.82
Employee +6 or more	\$ 150.02	\$ 114.05	\$ 35.99

Should you have any questions, please call me at 702-641-2160 or email me at Kelly.Taylor@metrohealthtrust.com.

Thank you,

Kelly Taylor
Health Plan Director



(866) 868-1395
www.umar.com

Attached order from Judge Burton's 10 DEC 2019, decision referencing the cost of glasses for Nathan:

14 at all times and neither parent shall take any action to impede this Order or
15 discourage the child from wearing his eyeglasses. *(Video Cite 11:21:34)*

16 **IT IS FURTHER ORDERED** that so long as the out-of-pocket expense
17 does not exceed \$100.00 (\$50.00 per parent) the minor child shall be empowered
18 to choose his own glasses. *(Video Cite 11:21:51)*

19 **IT IS FURTHER ORDERED** that in the event the glasses selected by the
20 minor child will exceed \$100.00 in out-of-pocket costs, Raina and Erich shall
21 discuss the matter prior to purchase. *(Video Cite 11:22:10)*

22 ~~**IT IS FURTHER ORDERED** that Raina and Erich shall continue to share~~
23 joint legal custody of the minor child pursuant to the previous and enforceable
24 orders of the Court. Accordingly, although Erich is not able to attend

EXHIBIT E

Raina is in violation of Behavior Order #1

Raina makes disparaging remarks about Erich to their son, Nathan:

On Mon, 04/27/20 at 8:40 PM, Erich Martin wrote:

To: Raina Martin

Subject: Re: Re: Re: Re: RE: Dishonesty about Duo

Message:

Raina,

Please do not accuse me of lying because those words were Nathan's. He told me you claimed "dad got a new phone so he doesn't have to see me, and mom can't video call me with you." Which falls in line with the various emails just today about you questioning my choice in phone- so please just stop.

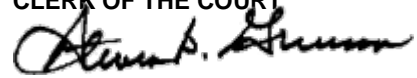
Erich

During Nathan's Christmas Break visit 2019-20, Nathan, the minor child claimed Raina said the following:

"You don't deserve the dad you have, you should have a better dad. He has a black heart and no soul." -Raina (30 DEC 2019)

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MISC
Name: Erich Martin
Address: 3815 Little Dipper Dr
Ft. Collins, CO 80528
Telephone: (970) 775-3952
Email Address: emartin2617@gmail.com
Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

ERICH MARTIN
Plaintiff,

vs.
RAINA MARTIN
Defendant

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

Date of Hearing: June 16th, 2020

Time of Hearing: 10:00AM

NOTICE OF INTENT TO APPEAR BY COMMUNICATION DEVICE

Erich Martin, the Plaintiff, submits this Notice of Intent to Appear by Communication Equipment for the Motion Hearing currently scheduled for June 16th, 2020.

For the purpose of this appearance I can be reached at the following phone number: (970) 775-3952. My email address (for scheduling purposes) is emartin2617@gmail.com. I understand it is my responsibility to ensure that I can be reached at this telephone number on the date and time of the hearing. I also understand that due to the unpredicted nature of court proceedings, my hearing may be called at a time other than the scheduled time. Further, I understand that my failure to be available at the above telephone number will constitute a nonappearance.

DATED this 28th day of May 2020.

Submitted By: 

ERICH MARTIN