

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

Erich M. Martin

Appellant,

vs.

Raina L. Martin

Respondent.

No. 82517

Electronically Filed  
Mar 08 2021 03:53 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
**DOCKETING STATEMENT  
CIVIL APPEALS**

Appeal from the Eighth Judicial District  
Court – Family Court Division, the  
Honorable Rebecca L. Burton Presiding

**GENERAL INFORMATION**

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

**WARNING**

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

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

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

1. Judicial District Eighth Department C  
County Clark Judge Rebecca L. Burton  
District Ct. Case No. D-15-509045-D

2. **Attorney filing this docketing statement:**

Attorney Chad F. Clement, Esq. and Kathleen A Wilde, Esq.  
Telephone 702-382-0711  
Firm Marquis Aurbach Coffing  
Address 10001 Park Run Drive, Las Vegas, NV 89145  
Client Erich M. Martin

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

3. **Attorney(s) representing respondent(s):**

Attorney Marshal S. Willick, Esq.  
Telephone 702-438-4100  
Firm Willick Law Group  
Address 3591 E. Bonanza Road, Suite 200, Las Vegas, NV 89110  
Client(s) Raina L. Martin

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

- |   |  |
|---|--|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal   |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of Jurisdiction  |
| <input type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim  |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute  |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify)   |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce decree:   |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification                  |
| <input type="checkbox"/> Review of agency determination     | <input checked="" type="checkbox"/> Other disposition: post-decree<br>attorney fee award |

5. **Does this appeal raise issues concerning any of the following:** N/A

- ☐ Child Custody  
☐ Venue  
☐ Termination of parental rights

6. **Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal: *Martin v. Martin*, case number 81810 (pending appeal).

7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition: N/A.
8. **Nature of the action.** Briefly describe the nature of the action and the result below:

Erich and Raina Martin divorced in November 2015. The Decree of Divorce (the “Decree”) provided, in relevant part, that Raina is entitled to “one-half (1/2) of the marital interest in the [sic] Erich’s military retirement.” *See Exhibit C*, attached hereto. “Should Erich select to accept military disability payments,” the Decree provides that “Erich shall reimburse Raina for any amount of that her share of the pension is reduced due to the disability status.” *Id.*; *see also* Order Incident to Decree of Divorce dated November 14, 2016, attached hereto as **Exhibit D**.

After retiring from the military in 2019, Erich waived his retirement pay and opted for full disability under Combat Related Special Compensation. Raina then filed a Motion to Enforce in which she argued for “permanent alimony in the amount she would be receiving as her share of the military retirement plus any future cost of living adjustments.”

In its August 11, 2020 Order Regarding Enforcement of Military Retirement Benefits, the District Court determined that Erich must personally pay Raina \$845.43 every month – for all time – as well as arrears to compensate her for the loss of retirement pay. *See Exhibit E*. Erich timely appealed. *See* Supreme Court of Nevada case number 81810.

The following month, Raina filed a motion for attorney’s fees pendente lite in which she argued that Erich should pay, in advance, the potential fees she should would incur in responding to Erich’s appeal. Over Erich’s opposition, the District Court awarded Raina \$5,000 and instructed Erich to make payment within 30 days. *See Exhibit F* (Order from the November 3, 2020, Hearing).

Because of the realities of Erich’s finances, the time for making payment remained a point of discussion. For example, during the January 12, 2021, hearing, Judge Duckworth ruled that all previous

financial orders are “still considered due and enforceable.” *See Exhibit G* (Order from the January 12, 2021, Hearing) at Finding 7.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):
- (1) Should the appeals in case numbers 82517 and 81810 be consolidated for the convenience of the Court and the parties?
  - (2) Did the District Court abuse its discretion by awarding fees pendente lite despite evidence that both parties are financially stable and successful?
  - (3) Did the District Court abuse its discretion by failing to properly assess the *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31 (1969) factors?
10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised: N/A
11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?
- ☒ N/A
- ☐ Yes
- ☐ No
- If not, explain:

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

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

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

This appeal typically would be assigned to the Court of Appeals pursuant to NRAP 17(b)(10) because it is a family law matter that involves a relatively low amount in controversy.

That being said, the Supreme Court of Nevada should retain this appeal because the related appeal in case number 81810 involves important issues of first impression and public policy. Since the matters should be consolidated, it would be inefficient to assign the appeals to different courts.

14. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A.  
Was it a bench or jury trial? N/A.

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

#### **TIMELINESS OF NOTICE OF APPEAL**

**Date of entry of written judgment or order appealed from** The Order from the November 3, 2020, Hearing was entered on December 31, 2020. The Order from the January 12, 2021, Hearing which confirmed the ruling regarding fees was entered on January 26, 2021.

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

**16. Date written notice of entry of judgment or order was served** The Notices of Entry for both orders were filed and served on January 28, 2021.

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCp 50(b)      Date of filing

☐ NRCp 52(b)      Date of filing

☐ NRCp 59          Date of filing

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

(b) Date of entry of written order resolving tolling motion. N/A.

(c) Date written notice of entry of order resolving tolling motion was served. N/A.

Was service by:

☐ Delivery

☐ Mail

**18. Date notice of appeal filed** February 12, 2021, with an amended notice of appeal on March 5, 2021.<sup>1</sup>

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

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<sup>1</sup> The initial notice of appeal listed the January 12, 2021, order which upheld and confirmed the award of fees pendente lite. The original order regarding fees pendente lite from November 3, 2020, was inadvertently omitted, though the case appeal statement correctly stated that the issue on appeal started with the November 3, 2020, order. The amended notice of appeal filed March 5, 2021, seeks to clarify and correct the omission.

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

NRAP 4(a)

**SUBSTANTIVE APPEALABILITY**

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

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☒ Other (specify) NRAP 3A(b)(8)

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

“An order granting attorney fees is appealable ‘as a special order made after final judgment.’” *Thomas v. City of N. Las Vegas*, 122 Nev. 82, 90, 127 P.3d 1057, 1063 (2006) (quoting *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000)).

The continued discussion regarding payment of fees pendente lite during the January 12, 2021, hearing is also properly before the Court because the timing for payment is a substantive portion of the District Court’s original decision. *See, e.g., AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 585, 245 P.3d 1190, 1195 (2010).

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

(a) Parties:

**Appellant:**

Erich M. Martin

**Respondent:**

Raina L. Martin

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

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

Erich initiated the divorce proceedings and Raina filed a counterclaim. The divorce was finalized in the November 5, 2015, Decree of Divorce.

The current controversy centers on the award of \$5,000 to Raina for attorney fees pendente lite.

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

N/A

(b) Specify the parties remaining below:

N/A

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A



**26. Attach file-stamped copies of the following documents:**

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

<b>Exhibit</b>	<b>Document Description</b>
A	Complaint for Divorce filed on February 2, 2015
B	Answer to Complaint for Divorce and Counterclaim filed February 25, 2015
C	Decree of Divorce filed on November 5, 2015
D	Order Incident to Divorce dated November 14, 2016, with notice of entry
E	Order Regarding Enforcement of Military Retirement filed on August 11, 2020, with notice of entry.
F	Order from the November 3, 2020, Hearing, with notice of entry.
G	Order from the January 12, 2021, Hearing, with notice of entry.

## VERIFICATION

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

Erich M. Martin

Name of appellant

Chad F. Clement, Esq.; and  
Kathleen A. Wilde, Esq.

Name of counsel of record

March 8, 2021

Date

/s/ *Kathleen A. Wilde*

Signature of counsel of record

Nevada, Clark County

State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 8th day of March, 2021, I served a copy of this completed docketing statement upon all counsel of record:

☒ Via this Court's electronic filing system in accordance with the Master Service List; or

Marshal S. Willick

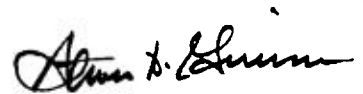
☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es):

Dated this 5th day of March, 2021.

/s/ Leah Dell

Signature

# Exhibit A



CLERK OF THE COURT

**COMP**

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

**DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

ERICH M. MARTIN,  
  
Plaintiff,

v.

RAENA L. MARTIN,  
  
Defendant.

CASE NO.: D- 15 - 509045 - D

DEPT. NO.: C

**COMPLAINT FOR DIVORCE**

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

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

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

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

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

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

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

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

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

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

...

...

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

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

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

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

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

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

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

17. That neither party should be awarded spousal support.

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

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

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

WHEREFORE, Plaintiff prays for a Judgment as follows:

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

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

...

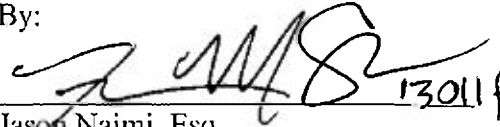
...



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

DATED this 2 day of February, 2015.

By:

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

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

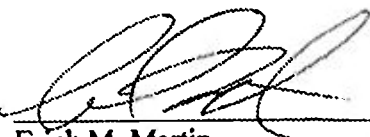
VERIFICATION

STATE OF WYOMING )  
 ) ss:  
COUNTY OF ALBANY )


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

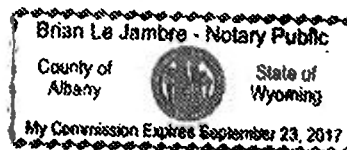
That he is the Plaintiff in the above-entitled action; that he has read the foregoing Complaint and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

DATED this 02<sup>nd</sup> day of February, 2015.

  
Erich M. Martin

SUBSCRIBED and SWORN to before  
me this 2<sup>nd</sup> day of February, 2015.

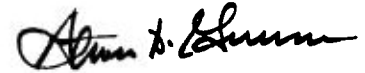
  
NOTARY PUBLIC in and for said  
County and State



# Exhibit B

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

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02/25/2015 04:43:25 PM

  
CLERK OF THE COURT

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ERICH M. MARTIN,  
  
Plaintiff/Counterdefendant,  
  
vs.  
  
RAINA L. MARTIN,  
  
Defendant/Counterclaimant.

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

**ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM**

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

I.

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

II.

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

III.

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

IV.

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

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

**COUNTERCLAIM FOR DIVORCE**

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

I.

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

II.

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

III.

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

IV.

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

V.

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

VI.

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

///

///

///

///

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

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

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

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

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

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

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

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

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



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

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

5 DATED this 25<sup>th</sup> day of February, 2015.

6 BROOKS HUBLEY, LLP

7  
8 By: Ramir M. Hernandez  
9 Gregg A. Hubley, Esq.  
10 Nevada Bar No. 7386  
11 Ramir M. Hernandez, Esq.  
12 Nevada Bar No. 13146  
13 1645 Village Center Circle, Suite 200  
14 Las Vegas, NV 89134  
15 Attorneys for Defendant  
16  
17  
18  
19  
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21  
22  
23  
24  
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26  
27  
28

VERIFICATION

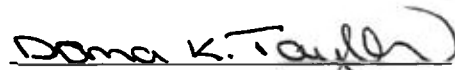
STATE OF NEVADA           )  
   : ss.  
COUNTY OF CLARK        )

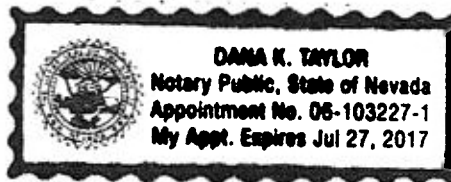
RAINA L. MARTIN, first being duly sworn, deposes and says:

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

  
RAINA L. MARTIN

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

  
NOTARY PUBLIC in and for  
said County and State



CERTIFICATE OF SERVICE

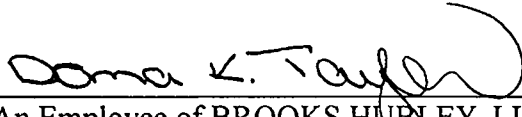
I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Hubley, LLP, 1645 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

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

Jason Naimi, Esq.  
Standish Naimi Law Group  
[jason@standishnaimi.com](mailto:jason@standishnaimi.com)

Attorney for Plaintiff

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

  
An Employee of BROOKS HUBLEY, LLP

# Exhibit C

*Alvin D. Quinn*

CLERK OF THE COURT

1 **DECR**

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

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

10 ERICH M. MARTIN,  
11 Plaintiff,

CASE NO.: D-15-509045

12 v.

DEPT. NO.: C

13 RAINA L. MARTIN,  
14 Defendant.

**DECREE OF DIVORCE**

16 NOW INTO COURT comes Plaintiff, ERICH M. MARTIN, by and through his attorney of  
17 record, JASON NAIMI, ESQ., of STANDISH NAIMI LAW GROUP, and Defendant, RAINA L.  
18 MARTIN, by and through her attorney of record, RAMIR HERNANDEZ, ESQ., of BROOKS  
19 HUBLEY, LLP, and submit this matter to the Court for Summary Disposition of Divorce, with both  
20 parties having consented to this Court's jurisdiction.

21 The Court was fully advised as to the law and the facts of the case, and finds that: That  
22 Defendant, for a period of more than six (6) weeks immediately preceding the commencement of this  
23 action, has been and now is an actual, bona fide and actual resident and domiciliary of the State of  
24 Nevada, County of Clark, and has been actually physically and corporeally present and domiciled in  
25 Nevada for more than six (6) weeks immediately prior to the commencement of this action, and has  
26 had and still has the intent to make the State of Nevada her home, residence and domicile for an  
27 indefinite period of time; that the parties were married the 1st day of April, 2002 in Cumberland  
28 County, North Carolina; that there is one (1) minor child of the marriage, to wit: Nathan L. Martin,

Non-Trial Dispositions:

☐ Other  
☐ Dismissed - Want of Prosecution  
☐ Involuntary (Statutory) Dismissal  
☐ Default Judgment  
☐ Transferred  
☒ Settled/Withdrawn:  
☐ Without Judicial Conf/Hrg  
☐ With Judicial Conf/Hrg  
☐ By ADR

Trial Dispositions:

☐ Disposed After Trial Start  
☐ Judgment Reached by Trial

born August 24, 2010; that the State of Nevada is the home state of the subject minor child; that to the best of Defendant's knowledge, she is not pregnant at this time, no children were adopted during this marriage by Plaintiff and/or Defendant; that during the course of the parties' marriage, the tastes, mental disposition, views, likes and dislikes of Plaintiff and Defendant have become so widely divergent that the parties have become incompatible in marriage to such an extent that it is impossible for them to live together as husband and wife and the incompatibility between Plaintiff and Defendant is so great that there is no possibility of reconciliation between them; that this Court has complete jurisdiction in the premises, both as to the subject matter, as well as the parties; all of the jurisdictional allegations contained in Defendant's Answer and Counterclaim for Divorce are true as therein alleged and Plaintiff is entitled to a Decree of Divorce from the Defendant on the grounds as set forth in Plaintiff's Complaint for Divorce; and Defendant having answered, has waived Findings of Fact, Conclusions of Law, and written Notice of Entry of Judgment in said cause.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the bonds of matrimony existing between Plaintiff, ERICH M. MARTIN (hereinafter referred to as "Erich"), and Defendant, RAINA L. MARTIN (hereinafter referred to as "Raina"), be, and the same are wholly dissolved, and an absolute Decree of Divorce is hereby granted to Erich and Raina, and each of the parties is restored to the status of a single, unmarried person.

#### **CHILD CUSTODY**

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich and Raina shall share joint legal custody of their one (1) minor child, to wit: Nathan L. Martin, born August 24, 2010 (hereinafter referred to as "Nathan"), which entails the following:

The parties shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child.

The parties shall have access to medical and school records pertaining to their child and be permitted to independently consult with any and all professionals involved with the child.

All schools, health care providers, day care providers, and counselors shall be selected by the parties jointly. In the event the parties cannot agree to the selection of a school, the child shall be maintained in their current schools until further order of the court.

Each party shall be empowered to obtain emergency health care for the child without the consent of the other party. Each party is to notify the other party as soon as reasonably possible of any illness requiring medical attention, or any emergency involving the child.

Each party is to provide the other party, upon receipt, information concerning the well-being of the child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the child; samples of school work; order forms for school pictures; all communications from health care providers, the names, addresses, and telephone numbers of all schools, health care providers, regular day care providers, and counselors.

Each party is to advise the other party of school, athletic, and social events in which the child participates. Each party shall notify the other within a reasonable time after first learning of the future occurrence of any such event so as to allow the other parent to make arrangements to attend the event if he or she chooses to do so. Both parties may participate in all such activities for the child, including, by not limited to, open house, attendance at all school and religious activities and events, athletic events, school plays, graduation ceremonies, school carnivals, and any other events involving the child.

Each party shall provide the other party with a travel itinerary and, whenever reasonably possible, telephone numbers at which the child can be reached whenever the child will be away from that parent's home for a period of one (1) night or more.

The parties shall encourage liberal communication between the child and the other parent. Each party shall be entitled to telephone communication with the child. Each party is restrained from interfering with the child's right to privacy during such telephone conversations.

Neither party shall interfere with the right of the child to transport his/her clothing and personal belongings freely between the parties' homes.

The parties shall communicate directly with each other regarding the needs and well-being of the child, and neither party shall use the child to communicate with the other party regarding parental issues. The parties shall use self-control and shall not verbally or physically abuse each other in the presence of the minor child.

Neither party shall disparage the other in the presence of the child nor make any comment of any kind that would demean the other party in the eyes of the child. Additionally, each party shall instruct their respective family and friends that no disparaging remarks are to be made regarding the other party in the presence of the child. The parties shall take all action necessary to prevent such disparaging remarks being made in the presence of the child, and shall report to each other in the event such disparaging remarks are made.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Raina is awarded primary physical custody of Nathan, subject to Erich's reasonable right of visitation as outlined herein.

**1. SUMMER VISITATION:**

- a. **2015:** Erich shall have ten (10) twenty-four (24) hour long consecutive days with Nathan for the remainder of the 2015 summer.
- b. **2016:** Erich shall have a two (2) week block and a three (3) week block of visitation with Nathan. Erich shall exercise the two (2) week block of visitation first.
- c. **2017:** Erich shall have two (2) separate three (3) week visitations with Nathan.

d. **2018 and every Summer Visitation thereafter:** Erich shall have eight (8) consecutive weeks of visitation with Nathan, beginning the Monday after school lets out for summer break.

**2. REGULAR VISITATION:**

a. Erich shall be provided visitation with Nathan every month while school is in session. Said visitation shall alternate monthly between Las Vegas, Nevada, and wherever Erich chooses to exercise his visitation (i.e. Wyoming, California, etc.). Erich shall provide one (1) week notice whenever he exercises visitation time in Las Vegas, Nevada.

b. If Erich has any holiday visitation pursuant to the HOLIDAY AND VACATION PLAN addressed herein during any given month, that visitation shall be considered his "regular visitation" for that month.

c. Erich has the option to maximize his monthly visitation by taking any and all three (3) day weekends, staff development days, and any other similar non-school days during the school year as his visitation time.

**3. TRAVEL ITINERARY:** Erich shall provide the dates he intends to exercise his visitation to Raina thirty (30) days prior to the exercising his visitation.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the following HOLIDAY AND VACATION PLAN takes precedence over vacation time and residential time.

1. **THANKSGIVING:** This holiday is defined as beginning the Wednesday school lets out through the Sunday before school resumes. Erich shall have Nathan for the holiday every odd-numbered year, beginning in 2015, and Raina shall have Nathan for the holiday every even-numbered year, beginning in 2016.

2. **WINTER BREAK:** This holiday is defined in two parts; the first part beginning the Saturday after school lets out until the Sunday eight (8) days later, and the second part beginning the second Sunday of the holiday until the following Sunday. Erich shall have Nathan for the first part of Winter Break each even-numbered year, beginning in 2016, and the second part every odd-numbered



1 years, beginning in 2015. Raina shall have Nathan for the first part of Winter Break each odd-  
2 numbered year, beginning in 2015, and the second part every even-numbered year, beginning in 2016.

3 3. **SPRING BREAK:** This holiday shall be defined as beginning the Saturday after  
4 school lets out through the day before school resumes. Erich shall have Nathan every year for Spring  
5 Break.

6 4. **ADDITIONAL TIME:** Erich shall be entitled to additional visitation in Las Vegas,  
7 Nevada upon one (1) week notice. Any additional time outside of Las Vegas, Nevada shall be by  
8 mutual agreement of both parties in writing or via email.

9 5. **TRANSPORTATION:** The parties agree to share the costs and responsibility for  
10 Nathan's travels as outlined below under CHILD SUPPORT.

11 6. **TRAVEL ITINERARY:** The parents shall share itinerary information when traveling  
12 out-of-state, including dates of travel, destination, and an emergency contact number. If traveling  
13 outside of the country, each parent must have a notarized letter of consent from the other parent.

14 7. **TRAVEL EXCHANGES:** The parents shall use their best efforts to obtain a pass from  
15 airport security to pick up the minor child from his gate when he arrives for his custodial time with  
16 that parent. If Raina is unable to obtain a pass, she shall wait at the bottom of the escalator descending  
17 to baggage claim, and Erich shall watch Nathan descend to meet Raina during their exchanges in Las  
18 Vegas, Nevada.

19 8. **TELEPHONE CONTACT:** The parents shall have telephonic communication with  
20 Nathan every day at 8:00 p.m. pacific standard time during their noncustodial time. Said telephonic  
21 communication shall not last for more than ten (10) minutes, and both parties shall be flexible with  
22 rescheduling the telephonic communication should the custodial parent be unable to comply. Failure  
23 for the noncustodial parent to utilize this contact shall not be held against him or her.

24 9. **MODIFICATIONS:** Erich shall notify Raina at least fifteen (15) days prior to a  
25 visitation of any modifications, or inability to exercise the visitation.

26 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties will exert  
27 every reasonable effort to foster feelings of affection between themselves and the children, recognizing  
28

1 that frequent and continuing association and communication between both parents, with the children,  
2 is in furtherance of the best interest and welfare of the children.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event any  
4 scheduled time cannot be kept due to illness, an emergency involving the children and/or the parent,  
5 or other unavailability of the parent, the parent unable to comply with the schedule shall notify the  
6 other parent and children as soon as possible.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that should a delay in the  
8 children's pick-up and/or return become necessary, the other parent shall be notified immediately.

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

10 1. The parties are subject to the provisions of NRS 125C.200 and NRS 200.359, which  
11 provide: "If custody has been established and the custodial parent intends to move his residence to a  
12 place outside of this state and to take the child with him, he must, as soon as possible and before the  
13 planned move, attempt to obtain the written consent of the noncustodial parent to move the child from  
14 this state. If the noncustodial parent refuses to give that consent, the custodial parent shall, before he  
15 leaves this state with the child, petition the court for permission to move the child. The failure of a  
16 parent to comply with the provisions of this section may be considered as a factor if a change of  
17 custody is requested by the noncustodial parent." *SEE ADDENDUM - (PUB)*

18 2. The parties are subject to the provisions of NRS 125.510(6), which provides:

19 PENALTY FOR VIOLATION OF ORDER: THAN ABDUCTION,  
20 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS  
PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.

21 3. The parties are subject to the provisions of NRS 200.359 which provides that every  
22 person having a limited right of custody to a child or any parent having no right of custody to the child  
23 who willfully detains, conceals or removes the child from a parent, guardian or other person having  
24 lawful custody or a right of visitation of the child in violation of any order of this court, or removes  
25 the child from the jurisdiction of the court without consent of either the court or all persons who have  
26 the right to custody or visitation is subject to being punished for a category D felony as provided in  
27 NRS 193.130.  
28

4. Pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private Internal Law, apply if a parent abducts or wrongfully retains a child in a foreign country. For the purposes of applying the terms of the Hague Convention, the State of Nevada, United States of America, is the habitual residence of the minor child.

5. Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act, NRS 125A.005 et seq., the courts of Nevada have exclusive modification jurisdiction of the custody, visitation and child support terms relating to the child at issue in this case so long as either of the parties, or the child, continue to reside in this jurisdiction.

#### CHILD SUPPORT

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that pursuant to the formula set forth in NRS 125B.070, child support shall be set in the amount of \$806.00 per month from Erich to Raina beginning June, 2015. Child Support shall be payable on the first (1st) of every month. This child support order is in compliance with NRS 125B.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Raina shall provide any and all fees associated with Nathan's full-day kindergarten with Clark County School District to Erich, if any fees exist. Erich shall pay one-half (1/2) of these fees with his monthly child support obligation.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parents shall share the costs of Nathan's travels for his visitations with Erich. Raina shall pay for the costs of Nathan to travel to Erich, and Erich shall pay for the costs of Nathan to return to Raina. Until Nathan is able to fly unaccompanied, Erich shall be responsible for one-hundred percent (100%) of any and all chaperone costs associated with Nathan's travels, unless Raina is the chaperone, wherein she will cover her own costs of travel.

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

1. Pursuant to NRS 125B.145, an award of child support shall be reviewed by the court at least every three (3) years to determine whether the award should be modified. The review will be conducted upon the filing of a request by (1) a parent or legal guardian of the child; or (2) the Nevada

1 State Welfare Division or the District Attorney's Office, if the Division of the District Attorney has  
2 jurisdiction over the case.

3 2. Pursuant to NRS 125.450(2), the wages and commissions of the parent responsible for  
4 paying support shall be subject to assignment or withholding for the purpose of payment of the  
5 foregoing obligation of support as provided in NRS 31A.020 through 31A.240, inclusive.

6 3. Pursuant to NRS 125.130 the social security numbers of the parties shall be provided  
7 on a separate form to the Court of the Welfare Division of the Department of Human Resources within  
8 ten days from the date this Decree is filed. Such information shall be maintained by the clerk in a  
9 confidential manner and not be a part of the public record.

#### 10 MEDICAL HEALTH INSURANCE

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich shall maintain  
12 medical, dental, and optical insurance for Nathan, so long as it is available to him through his  
13 employer. The parties shall each pay one-half (1/2) of any and all medical, dental and optical expenses  
14 not covered by said insurance until such time as the children reach the age eighteen (18) years or  
15 nineteen (19) years, if still in high school, or becomes otherwise emancipated. Documentation of the  
16 incurrence of such unreimbursed expense shall be provided to the other party within thirty (30) days,  
17 and the remittance of the one-half (1/2) share of the expense is to be completed within thirty (30) days  
18 after receipt of documentation for such expense.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a parent who incurs an  
20 out-of-pocket expense for the children is required to document that expense and proof of payment of  
21 that expense. A receipt is sufficient to prove the expense so long as it has the name of the child on it  
22 and shows an actual payment by the parent.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a parent who has paid  
24 an expense for a child of the parties must provide a copy of the proof of payment to the other parent  
25 and the insurance company within thirty (30) days of the payment being made and in no event later  
26 than when the expense could have been submitted to insurance for reimbursement. The failure of a  
27 parent to comply with this provision in a timely manner, which causes the claim for insurance  
28 reimbursement to be denied by the insurance company as untimely, may result in that parent being

1 required to pay the entire amount which would have been paid by the insurance company as well as  
2 one-half of the expense which would not have been paid by the insurance if the claim had been timely  
3 filed.

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that parents have a duty to  
5 mitigate medical expenses for the children. Absent compelling circumstances, a parent should take the  
6 children to a health care provider covered by the insurance in effect and use preferred providers if  
7 available in order to minimize the cost of health care as much as possible. The burden is on the parent  
8 using a non-covered health care provider to demonstrate that the choice not to use a covered provider  
9 or the lowest cost option was reasonably necessary in the particular circumstances of that case. If the  
10 court finds the choice of a non-covered or more expensive covered provider was not reasonably  
11 necessary then the court may impose a greater portion of the financial responsibility for the cost of  
12 that health care to the parent who incurred that expense up to the full amount, which would have been  
13 provided by the lowest cost insurance choice.

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parent providing  
15 insurance coverage for the children of the parties has a continuing obligation to provide insurance  
16 information including, but not limited to, copies of policies and changes thereto as they are received,  
17 claim forms, preferred provider lists initially and as they change from time to time, identification cards,  
18 explanation of benefits and any documents that would trigger or are related to an appeal from the  
19 denial of coverage. The failure of the insuring parent to timely supply any of the above items to the  
20 other parent, which results in the claim for treatment being denied by the insurance company in whole  
21 or in part may result in the amount which would have been paid by the insurance policy being paid by  
22 the insuring parent.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a parent receiving the  
24 request for contribution related to a medical expenses incurred on behalf of the children must raise  
25 any questions about the correctness of the request for the contribution within the thirty (30) day period  
26 after the request for contribution is received. Any objection to the request for contribution must be  
27 made in writing with a copy made for later reference by the court. If the parent receiving a request for  
28 contribution does not respond to the request within the thirty (30) day period that parent may be

1 assessed attorney's fees if a contempt proceeding or court action is required as a result of the parent  
2 doing nothing. If the parent who owes contribution for health care expense of a child of the parties  
3 does not pay the amount due within the thirty (30) day period and fails to respond, then that parent is  
4 responsible for one hundred percent (100%) of the unreimbursed medical expense rather than the  
5 normal fifty percent (50%).

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if either parent receives  
7 a payment from an insurance company or medical provider which reimburses payments made out-of-  
8 pocket previously by both parents, or the other parent only, the party receiving the payment must give  
9 the other parent's portion of the payment to the other parent within seven (7) days of receipt of the  
10 payment.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if either party submits  
12 a claim for payment to the insurance company directly, that parent must do so in a timely manner.  
13 Failure of a party to comply with this requirement may result in that party being required to pay the  
14 entire amount of the claim which would have been paid by insurance if timely submitted and one-half  
15 of that amount which would have been paid by insurance.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if a party is required to  
17 provide health insurance for the children of the parties and that party fails to obtain or maintain such  
18 coverage or if that party loses the ability to continue coverage for the children, the court may require  
19 that party to pay all of the medical expense which would have been covered by insurance if it had been  
20 in effect.

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties will submit  
22 the information required in NRS 125B.055, NRS 125.130, and NRS 125.230, on a separate form, to  
23 the court and the Welfare Division of the Department of Human Resources, within ten (10) days from  
24 the date this Order is filed. The parties will update the information filed with the court and the Welfare  
25 Division of the Department of Human Resources within ten (10) days should any information become  
26 inaccurate.

ASSETS

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina shall be awarded the following as her sole and separate property:

1. The marital residence located at 11181 Mezzana Street, Las Vegas, Nevada, 89141 (hereinafter "marital residence"). Raina shall have fifteen (15) months from June 1, 2015 to refinance or otherwise remove Erich's name from the loan on the marital residence. If Raina is unable to refinance or otherwise remove Erich's name from the loan on the marital residence within those fifteen (15) months, Erich shall then have the right to force the sale of the marital residence to remove his name from the loan. Additionally, if Raina is so much as one (1) day late on the payment while Erich's name is on the loan, she shall immediately notify Erich, wherein Erich shall have the right to force the sale of the marital residence to remove his name from the loan. Any sale of the residence shall be commercially reasonable.
2. Any bank accounts or other financial institution accounts titled in Raina's name alone or held jointly with anyone other than Erich.
3. The 2012 Mercedes GLK 350, subject to any and all encumbrances.
4. One-half (1/2) of the marital interest in the Erich's military retirement, pursuant to the time rule established in Nevada Supreme Court cases *Gemma v. Gemma*, 105 Nev. 458, 778 P.2d 429 (1989) and *Fondi v. Fondi*, 106 Nev. 856, 802 P.2d 1264 (1990). The parties shall use Marshal S. Willick, Esq. to prepare a Qualified Domestic Relations Order (hereinafter "QDRO"), or similar instrument to divide the pension. The parties shall equally divide the costs of preparing such an instrument. Should Erich select to accept military disability payments, Erich shall reimburse Raina for any amount that her share of the pension is reduced due to the disability status.
5. All personal property in Raina's possession or control, including but not limited to household furniture, furnishings, appliances, electronics, jewelry, clothing, and memorabilia.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich shall be awarded  
2 the following as his sole and separate property:

- 3 1. Any bank accounts, retirement accounts and other financial institution accounts titled in  
4 Erich's name alone or held jointly with anyone other than Raina.
- 5 2. The Thrift Savings Plan in Erich's name alone, account ending in 54177.
- 6 3. The IRA in Erich's name alone.
- 7 4. 2014 Ford F-150, subject to any and all encumbrances.
- 8 5. One-half (1/2) of the marital interest in the Erich's military retirement, pursuant to the time  
9 rule established in Nevada Supreme Court cases *Gemma v. Gemma*, 105 Nev. 458, 778  
10 P.2d 429 (1989) and *Fondi v. Fondi*, 106 Nev. 856, 802 P.2d 1264 (1990). The parties  
11 shall use Marshal S. Willick, Esq. to prepare a QDRO, or similar instrument to divide the  
12 pension. The parties shall equally divide the costs of preparing such an instrument. Should  
13 Erich select to accept military disability payments, Erich shall reimburse Raina for any  
14 amount that her share of the pension is reduced due to the disability status.
- 15 6. All personal property in Erich's possession or control, including but not limited to  
16 household furniture, furnishings, appliances, electronics, jewelry, clothing, and  
17 memorabilia.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Raina shall be  
19 permitted to maintain a life insurance policy on Erich, and may choose the amount, term, and  
20 beneficiary. Raina shall pay for the cost of the policy, and any associated fees and/or costs. Erich  
21 shall cooperate in the execution of such a policy by signing any documents, providing any records,  
22 and performing any medical examinations needed for the issuance of the policy.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party represents  
24 that each and every asset valued at \$500.00 or more has been disclosed and distributed herein.

25 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event any  
26 property has been omitted from this Decree that would have been community property or otherwise  
27 jointly-held property under the law applicable as of the date hereof, the concealing or possessory party  
28 will transfer or convey to the other party, at the other party's election: (a) the full market value of the



1 other party's interest on the date of this Decree, plus statutory interest through and including the date  
2 of transfer or conveyance; (b) the full market value of the other party's interest in such property, plus  
3 statutory interest through and including the date of transfer or conveyance; or (c) an amount of the  
4 omitted property equal to the other party's interest therein, if it is reasonably susceptible to division.

#### 5 DEBTS

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the following  
7 community debts shall be awarded to Raina as her sole and separate obligation, and Raina agrees to  
8 indemnify and hold Erich harmless therefrom:

- 9 1. Any and all debts, including credit cards, held solely in her name alone.
- 10 2. Any encumbrances on the 2012 Mercedes GLK 350.
- 11 3. Any and all student loans in Raina's name alone.
- 12 4. Any and all obligations relating to the property awarded to her in this Decree of Divorce.

13 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the following  
14 community debts shall be awarded to Erich as his sole and separate obligation, and Erich agrees to  
15 indemnify and hold Raina harmless therefrom:

- 16 1. Any and all debts, including credit cards, held solely in his name alone.
- 17 2. Any encumbrances on the 2014 Ford F-150.
- 18 3. Any and all obligations relating to the property awarded to him in this Decree of Divorce.

19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party to whom the  
20 community debt sets forth in the preceding paragraphs are to be assigned will endeavor within thirty  
21 (30) days of the entry of the parties' Decree of Divorce, to remove the other party's name as a  
22 responsible party for those various community debts, vis a vis the respective creditors, unless  
23 otherwise specified herein. The parties understand that this Court is without jurisdiction to order any  
24 such creditor to so act, and in the case of a breach of this Agreement by either party, said creditors  
25 may have, as one of their available remedies the option of pursuing payment for any of the  
26 aforementioned community debts, from the party designated as the non-responsible party under this  
27 Agreement, should the removal of the party's name from the debt have been impossible prior to that  
28 time. The party being so held, in turn, has as his or her remedy the ability to seek redress of this Court

1 to hold the other in contempt of this Agreement. Understanding the foregoing, the parties agree that,  
2 should immediate removal of the other party's name from these respective community debts be  
3 impossible, via a vis the respective creditors, the responsible party shall attempt at least once per year,  
4 to accomplish said removal, and provide documentary proof of such attempt, successful or not, to the  
5 other, paying any and all fees associated therewith. Each party shall pay any and all other debts  
6 separately acquired by that party, holding the non-acquiring party harmless therefrom.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party agrees that  
8 if any claim, action or proceeding is brought seeking to hold the other party liable on account of any  
9 debt, obligation, liability, act or omission assumed by the other party, such party will, at his or her sole  
10 expense, defend the other against any such claim or demand and that he or she will indemnify, defend  
11 and hold harmless the other party.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint debt,  
13 obligation, liability, act or omission creating such liability has been omitted from this Decree and is  
14 subsequently discovered, either party may petition the Court for an allocation of that debt, obligation,  
15 liability, or liability arising from such act or omission.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties each have  
17 verified to the other that they have made a full disclosure of all debts known to them.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as specifically  
19 set forth herein, each party hereto is released and absolved from any and all obligations and liabilities  
20 for future acts and duties of the other, and except as specified herein, each of the parties hereby releases  
21 the other from any and all liabilities, debts, or obligations of every kind or character incurred up to  
22 this date.

#### 23 **ALIMONY**

24 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that alimony as set forth  
25 herein is modifiable within the meaning of Nevada law as articulated in *Ballin v. Ballin*, 78 Nev. 224,  
26 371 P.2d 32 (1962), *Rush v. Rush*, 82 Nev. 59, 410 P.2d 757 (1966) and *Renshaw v. Renshaw*, 96 Nev.  
27 541, 611 P.2d 1070 (1980).  
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Erich shall pay Raina  
2 the amount of \$1,000.00 per month for twenty-four (24) months beginning June, 2015. Alimony  
3 payments shall be due on the last day of every month.

4 **TAXES**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties shall file  
6 separate tax returns starting with the 2015 tax year and each year thereafter. Raina shall claim Nathan  
7 for tax purposes each and every year, beginning with the 2015 tax year.

8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the amounts received  
9 by either party pursuant to the section titled "Assets" are considered property division pursuant to a  
10 divorce and are not a taxable event.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties are place on  
12 notice of the following:

13 **Circular 230 Disclosure:** To ensure compliance with recently-enacted U.S. Treasury  
14 Department Regulations, the parties are advised that, unless otherwise expressly indicated, any  
15 federal tax advice that may be in this Decree of Divorce, or which otherwise may pertain to  
16 this Decree and/or any issue that may be incident to the parties' divorce or their marriage to  
each other, including any documents attached to this Decree, is not intended or written 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 for promoting, marketing or recommending to another  
party any tax-related matters that may be addressed in this Decree or otherwise.

17 **MISCELLANEOUS**

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party shall execute  
19 any and all legal documents, certificates of title, bills of sale, quitclaim deeds or other evidence of  
20 transfer necessary to effectuate this Decree within thirty (30) days of the entry of this Decree, unless  
21 specified otherwise above. Should either party fail to execute any of said documents to transfer interest  
22 to the other, then it is agreed that this Decree shall constitute a full transfer of the interest of one to the  
23 other, as herein provided, and it is further agreed that pursuant to NRCP 70, the Clerk of the Court,  
24 STEVEN D. GRIERSON, shall be deemed to have hereby been appointed and empowered to sign, on  
25 behalf of the non-signing party, any of the said documents of transfer which have not been executed  
26 by the party otherwise responsible for such.

27 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each of the parties  
28 hereby waives and renounces any and all rights to inherit the estate of the other at the other's death,

1 or to receive any property of the other under a Will, Codicil or any other testamentary instrument,  
2 including any trust or life insurance, signed before the date of this Decree, or to claim any family  
3 allowance or other interest or to act as executor or personal representative under the other party's Will  
4 signed before the date of this Decree, or to otherwise act as administrator of the other's estate except  
5 as to the nominee of another person who is legally entitled to make nominations for the administrator.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the provisions in this  
7 Decree are fair and reasonable and the parties agree to be bound by all its terms. The parties further  
8 acknowledge that they have made an independent investigation into the existence and value of the  
9 assets and the liabilities divided hereunder, and the tax consequences, if any, and that upon the parties'  
10 direction, that Ramir Hernandez, Esq., and Jason Naimi, Esq. and/or the law firm of Standish Naimi  
11 Law Group, did not conduct an investigation or analysis of said assets and liabilities. Both parties  
12 hereby waive any and all claims against said attorneys or their respective law firms related to the value  
13 and/or existence of any asset or debt divided hereunder of the tax consequences resulting therefrom.  
14 The parties further acknowledge that they did not receive tax advice from Ramir Hernandez, Esq., and  
15 Jason Naimi, Esq. and/or the law firm of Standish Naimi Law Group, and the parties have been advised  
16 to seek the advice of a tax expert for any tax related questions they may have.

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party  
18 acknowledges that they have read this Decree of Divorce and fully understand the contents and accept  
19 the same as equitable and just, that the parties agree this Decree of Divorce has been reached via  
20 negotiation and in the spirit of compromise, and that there has been no promise, agreement or  
21 understanding of either of the parties to the other except as set forth herein, which have been relied  
22 upon by either as a matter of inducement to enter into this agreement, and each party hereto has had  
23 the opportunity and actually has been independently advised by an attorney. The parties further  
24 acknowledge that this stipulated Decree of Divorce is a global resolution of their case and that each  
25 provision herein is made in consideration of all the terms in the Decree of Divorce as a whole. The  
26 parties further acknowledge that they have entered into this stipulated Decree of Divorce without  
27 undue influence or coercion, or misrepresentation, or for any other cause except as stated herein.  
28

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall each  
2 bear one hundred percent (100%) of their own attorney's fees and costs.


3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina shall return to  
4 her maiden name as her full and legal name if she so chooses.

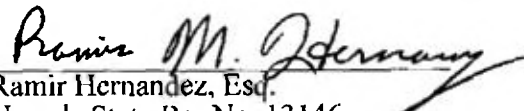
5 Dated this 5<sup>th</sup> day of NOV., 2015.

6  
7   
8 DISTRICT COURT JUDGE

9 Respectfully submitted by:  
10 STANDISH NAIMI LAW GROUP

Approved as to form and content by:  
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1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall each  
2 bear one hundred percent (100%) of their own attorney's fees and costs.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raina shall return to  
4 her maiden name as her full and legal name if she so chooses.

5 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

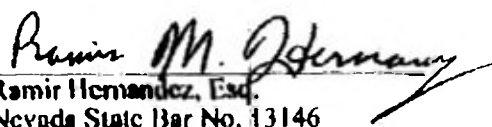
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8 **DISTRICT COURT JUDGE**

9 Respectfully submitted by:  
STANDISH NAIMI LAW GROUP

Approved as to form and content by:  
BROOKS HUBLEY, LLP

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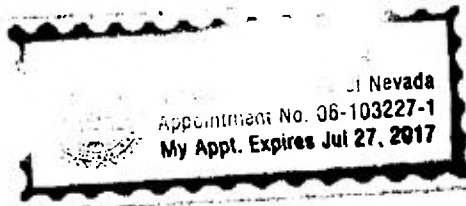
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Raina Martin, Defendant

ACKNOWLEDGEMENT

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On this 4<sup>th</sup> day of September, 2015, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Raina Martin**, known to me or proved to me to be the person described in and who executed the foregoing instrument, who acknowledged to me she executed the same freely and voluntarily and for the purpose therein mentioned.

Dana K. Taylor  
Notary Public



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

STANDISH NAIMI LAW GROUP  
1635 Village Center Circle, Suite 100 Las Vegas, NV 89134  
Telephone: (702) 998-9344 Fax: (702) 998-7468

**ACKNOWLEDGEMENT**

STATE OF WYOMING )  
COUNTY OF Albany ) ss.

On this 20th day of October, 2015, before me the undersigned, a Notary Public in and for said County and State, personally appeared Erich Martin, known to me or proved to me to be the person described in and who executed the foregoing instrument, who acknowledged to me he executed the same freely and voluntarily and for the purpose therein mentioned.



[Signature]  
Notary Public



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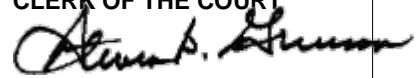
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# Exhibit D



**Marquis Aurbach Coffing**  
Chad F. Clement, Esq.  
Nevada Bar No. 12192  
Kathleen A. Wilde, Esq.  
Nevada Bar No. 12522  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
cclement@maclaw.com  
kwilde@maclaw.com  
*Attorneys for Erich M. Martin*

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

Erich M. Martin,

Plaintiff,

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

vs.

Raina L. Martin,

Defendant.

**NOTICE OF ENTRY OF ORDER**

Please take notice that an Order Incident to Decree was entered in the above-captioned matter on the 14th day of November, 2016, a copy of which is attached hereto.

Dated this 1st day of October, 2020.

MARQUIS AURBACH COFFING

By /s/ Kathleen A. Wilde

Chad F. Clement, Esq.  
Nevada Bar No. 12192  
Kathleen A. Wilde, Esq.  
Nevada Bar No. 12522  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Erich M. Martin*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 1st day of October, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

Erich Martin	emartin2617@gmail.com
Richard L Crane	richard@willicklawgroup.com
Matthew H. Friedman, Esq.	mfriedman@fordfriedmanlaw.com
Justin Johnson	Justin@willicklawgroup.com
Tracy McAuliff	tracy@fordfriedmanlaw.com
Christopher B. Phillips, Esq.	cphillips@fordfriedmanlaw.com
Reception	email@willicklawgroup.com
Gary Segal, Esq.	gsegal@fordfriedmanlaw.com
"Samira C. Knight, Esq." .	Samira@tklawgroupnv.com
Samira Knight	Samira@TKLawgroupnv.com
Tarkanian Knight	Info@Tklawgroupnv.com

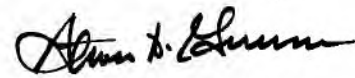
I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

Raina L. Martin  
550 Emerald Youth Road  
Las Vegas, NV 89178  
*Defendant*

/s/ Javie-Anne Bauer  
An employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

1 **ORDR**  
2 RAINA MARTIN  
3 2812 Josephine Dr.  
Henderson, Nevada 89044  
Defendant in *Proper Person*

  
CLERK OF THE COURT

4  
5 **DISTRICT COURT**  
**FAMILY DIVISION**  
6 **CLARK COUNTY, NEVADA**

7 ERICH M. MARTIN,  
8 Plaintiff,

9 vs.

10 RAINA L. MARTIN,  
11 Defendant.

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

DATE OF HEARING: N/A  
TIME OF HEARING: N/A

12 **ORDER INCIDENT TO DECREE OF DIVORCE**

13 This *Order* is intended to set out terms dividing the military retirement  
14 benefits, in sufficient detail to allow the Defense Finance and Accounting  
15 Service (DFAS) and the parties to correctly allocate Raina's percentage in  
16 accordance with the parties' *Decree of Divorce*. This Court has continuing  
17 jurisdiction in accordance with the rules and regulations of the State of  
18 Nevada, and the State of Nevada has both personal and subject matter  
19 jurisdiction over the parties, and enters this *Order Incident to Decree of*  
20 *Divorce* for the purpose of completing and clarifying the division of benefits  
21 contemplated by the *Decree of Divorce*.

22  
23 **THE COURT FINDS AS FOLLOWS:**

- 24 1. It has continuing jurisdiction over the parties and the subject matter of  
25 this action.  
26 2. All applicable portions of the Servicemember's Civil Relief Act  
27 (SCRA), 50 U.S.C. 3901 et seq. (Dec. 1, 2015), have been complied  
28 with by waiver or otherwise.

1 3. This Court has determined that Raina is entitled to her time-rule  
2 percentage of Erich's military retirement benefits.

3 4. The *Decree of Divorce* entered on November 5, 2015, does not make an  
4 adequate distribution of Raina's interest in Erich's military retirement  
5 benefits or Cost of Living Adjustments. This *Order* is intended to  
6 clarify this Court's intention.

7 5. This *Order* is intended to be, and shall constitute an *Order Incident to*  
8 *Decree of Divorce* in accordance with 10 U.S.C. § 1408(a)(2), and is  
9 intended to clarify the *Decree of Divorce*.

10 6. The parties were married on April 1, 2002, and divorced as of November  
11 5, 2015.

12 7. Erich entered military service on July 13, 1999, and remains on active  
13 duty.

14 8. The share that each party is entitled should be determined pursuant to  
15 the "time-rule" formula which designates the number of months of  
16 marriage overlapping military service and dividing it by the total number  
17 of months of active military service. This fraction and equivalent  
18 percentage establishes the community share of the total benefit. The  
19 resulting community share is then divided equally between the parties,  
20 and multiplied by the benefit payable.

21  
22 
$$\frac{\text{Number of Months of Marriage Overlapping}}{\text{Creditable Military Service (163.154)}} = \text{_____} \% \text{ The Marital}$$
  
23 
$$\frac{\text{Number of Total Months of Active}}{\text{Service (unknown at this time)}} \text{Percentage}$$
  
24

25 
$$\text{Marital Percentage divided by 2} = \text{_____} \% \text{ The Spousal Percentage}$$
  
26 
$$\text{of Benefit}$$
  
27

1 9. Raina is entitled to receive any cost of living adjustments (COLAs) that  
2 are awarded from time to time for military retired pay, based upon the  
3 same percentage outlined above.

4 10. Raina has the right to obtain information relating to Erich's date of first  
5 eligibility to retire, date of first eligibility to receive retirement benefits,  
6 date of retirement, final rank, grade, and pay, present or past retired pay,  
7 or other such information as may be required to enforce the award made  
8 herein, or required to revise this order so as to make it enforceable, per  
9 65 Fed. Reg. 43298 (July 13, 2000).

10  
11 **THE COURT HEREBY ORDERS:**

12 1. This Court has complete jurisdiction in the premises, both as to subject  
13 matter and the parties, under NRS 125 and 10 U.S.C. § 1408 et. seq.,  
14 and the Court has jurisdiction over Erich by reason of his residence at  
15 the time of the filing of the Petition for Divorce and by way of consent  
16 to the jurisdiction of the Court, and all applicable portions of the Service  
17 Members Civil Relief Act of 2003 have been complied with by waiver  
18 or otherwise.

19 2. Raina is awarded her time-rule interest in the military retirement for  
20 which Erich is eligible, plus a like percentage of all cost of living  
21 adjustment increases that accrue to said military retirement hereafter,  
22 computed from the gross sum thereof, as her sole and separate property  
23 share thereof, and the obligation shall not be dischargeable in  
24 bankruptcy or otherwise.

1 3. For the purpose of interpreting this Court's intention in making the  
2 division set out in this Order, "military retirement" includes retired pay  
3 paid or to which Erich would be entitled for longevity of active duty  
4 and/or reserve component military service and all payments paid or  
5 payable under the provisions of Title 38 or Chapter 61 of Title 10 of the  
6 United States Code, before any statutory, regulatory, or elective  
7 deductions are applied. It also includes all amounts of retired pay Erich  
8 actually or constructively waives or forfeits in any manner and for any  
9 reason or purpose, including but not limited to any post-divorce waiver  
10 made in order to qualify for Veterans Administration benefits, or  
11 reduction in pay or benefits because of other federal employment, and  
12 any waiver arising from Erich electing not to retire despite being  
13 qualified to retire. It also includes any sum taken by Erich in addition  
14 to or in lieu of retirement benefits, including, but not limited to, REDUX  
15 lump sum payments, exit bonuses, voluntary separation incentive pay,  
16 special separation benefit, or any other form of compensation  
17 attributable to separation from military service instead of or in addition  
18 to payment of the military retirement benefits normally payable to a  
19 retired member. All sums payable to Raina as a portion of military  
20 retirement shall be payable from Erich's disposable retired or retainer pay  
21 to the extent that it is so restricted by law.

22 4. The appropriate military pay center shall pay the sums called for above  
23 directly to Raina, to the extent permitted by law, at the same times as  
24 Erich receives his retired or retainer pay, and that this *Order* is intended  
25 to qualify under the *Uniformed Services Former Spouses Protection Act*,  
26 10 U.S.C. § 1408 et seq., with all provisions to be interpreted to make  
27  
28



1 the *Order* qualify.

2 5. The amount called for herein shall not be modifiable by the direct or  
3 indirect action of either party hereto, either by way of increase or  
4 decrease, except as expressly set forth herein. It is contemplated that  
5 future cost of living adjustments will be granted by the United States  
6 government, by means of which the gross military retirement benefits  
7 specified above will increase, thus raising the amount being paid to  
8 Raina.

9 6. If Erich takes any steps to merge his military retirement benefits with  
10 another retirement program of any kind, that retirement system,  
11 program, or plan is directed to honor this court Order to the extent of  
12 Raina's interest as set out above, to the extent that the military  
13 retirement is used as a basis of payments or benefits under such other  
14 retirement system, program, or plan.

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

24 8. If the amount paid by the military pay center to Raina is less than the  
25 amount specified above, Erich shall initiate an allotment to Raina in the  
26 amount of any such difference, to be paid from any federal entitlement  
27

1 due Erich, with said allotment to be initiated by Erich immediately upon  
2 notice of such difference, and making up any arrearages in installments  
3 not less in amount or longer in term than the arrearages accrued.

4 9. The appropriate military pay center shall pay the sums called for herein  
5 directly to Raina, by voluntary allotment, involuntary allotment, wage  
6 withholding, or garnishment of Erich's military retired pay.

7 10. The Court shall retain jurisdiction to enter such further orders as are  
8 necessary to enforce the award to Raina of the military retirement  
9 benefits awarded herein, including the recharacterization thereof as a  
10 division of Civil Service or other retirement benefits, or to make an  
11 award of alimony (in the sum of benefits payable plus future cost of  
12 living adjustments) in the event that Erich fails to comply with the  
13 provisions contained above requiring said payments to Raina, or if  
14 military or government regulations or other restrictions interfere with  
15 payments to Raina as set forth herein.

16 \*\*\*

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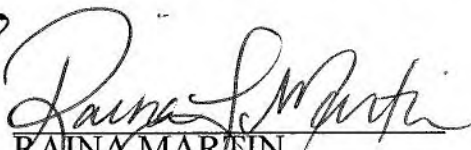
1 11. Raina has the right to obtain information relating to Erich's date of first  
2 eligibility to retire, date of first eligibility to receive retirement benefits,  
3 date of retirement, final rank, grade, and pay, present or past retired pay,  
4 or other such information as may be required to enforce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

7 **DATED** this 9 day of Nov., 2016.

8   
9 **DISTRICT COURT JUDGE**

10 Approved as to Form and Content: Respectfully Submitted by:

11   
12  
13 **ERICH MARTIN**  
14 1012 E. Lyons St.  
15 Larami, WY 82072  
Plaintiff in *Proper Person*

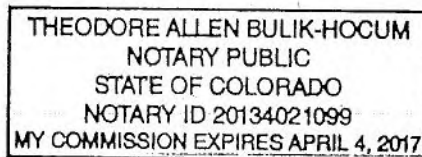
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18 **RAINA MARTIN**  
19 2812 Josephine Dr.  
20 Henderson, Nevada 89044  
21 Defendant in *Proper Person*

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On this 23 day of September, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared ERICH MARTIN, known to me to be the person described herein and who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal.

*Trh Alu Publi-Ph*  
**NOTARY PUBLIC** in and for said  
 County and State  
*LARIMER & CO*



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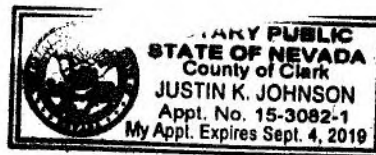
# ACKNOWLEDGMENT

STATE OF NEVADA }  
COUNTY OF CLARK }

On this 3 day of November, 2016, before me, the undersigned  
Notary Public in and for said County and State, personally appeared RAINA  
MARTIN, known to me to be the person described herein and who executed  
the foregoing instrument, and who acknowledged to me that she did so freely  
and voluntarily and for the uses and purposes therein mentioned.

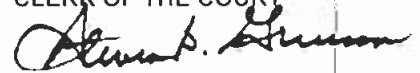
Witness my hand and official seal.

  
\_\_\_\_\_  
**NOTARY PUBLIC** in and for said  
County and State



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# Exhibit E



NEO

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

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

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

NOTICE OF ENTRY OF ORDER

Please take notice that an ORDER REGARDING ENFORCEMENT  
OF MILITARY RETIREMENT BENEFITS was entered in the  
foregoing action and the following is a true and correct copy thereof.

Dated: August 11, 2020

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

NEO

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

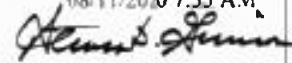
☒ I provided the foregoing NOTICE OF ENTRY OF ORDER to:

John T. Kelleher, Esq.  
kelleherjt@aol.com

Marshal Shawn Willick, Esq.  
email@willicklawgroup.com

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



  
CLERK OF THE COURT

1     ORDR

2                     DISTRICT COURT, FAMILY DIVISION

3                     CLARK COUNTY, NEVADA

4     ERICH M. MARTIN,

5             Plaintiff,

6     vs.

7     RAINA L. MARTIN,

8             Defendant.

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

Under Submission

9                     ORDER REGARDING ENFORCEMENT OF  
10                    MILITARY RETIREMENT BENEFITS

11            THIS MATTER having come before the Court on Defendant, Raina L.  
12     Martin ("Raina")'s *Motion to Enforce* filed and served electronically on  
13     May 1, 2020, and on Plaintiff, Erich M. Martin ("Erich")'s *Defendant's*  
14     *Opposition* filed and served by e-mail and mail on June 5, 2020; Erich is  
15     represented by Attorney John T. Kelleher of Kelleher and Kelleher, LLC,  
16     and Raina is represented by Attorneys Marshal S. Willick and Richard L.  
17     Crane of Willick Law Group, the Court having reviewed the pleadings and  
18     papers on file herein, and good cause appearing therefor

19     ////

20     ////

1 Facts

2 On November 5, 2015, a *Decree of Divorce* reached by agreement  
3 between the parties was entered by the Court containing the following  
4 provision:

5 IT IS FURTHER ORDERED, ADJUDGED, AND  
6 DECREED that Raina shall be awarded the following as her sole  
and separate property:

7 4. One-half (1/2) of the marital interest in the Erich's  
8 military retirement, pursuant to the time rule established in  
9 Nevada Supreme Court cases *Gemma v. Gemma*, 105 Nev. 458,  
10 778 P.2d 429 (1989) and *Fondi v. Fondi*, 106 Nev. 856, 802 P.2d  
11 1264 (1990). The parties shall use Marshal S. Willick, Esq. to  
12 prepare a Qualified Domestic Relations Order (hereinafter  
"QDRO"), or similar instrument to divide the pension. The  
parties shall equally divide the costs of preparing such an  
instrument. ***Should Erich select to accept military  
disability payments, Erich shall reimburse Raina for  
any amount that her share of the pension is reduced  
due to the disability status.***

13 [Emphasis added.]

14 On November 10, 2015, *Notice of Entry of Decree of Divorce* was filed  
15 and served.

16 On November 14, 2016, an *Order Incident to Decree of Divorce* was  
17 entered and submitted to the military to effectuate the parties' *Decree of*  
18 *Divorce*. The *Order Incident to Decree of Divorce* provides in particular  
19 that Raina's share of Erich's military retired pay "also includes all amount  
20 of retired pay Erich actually or constructively waives or forfeits in any

1 manner and for any reason or purpose, including but not limited to any  
2 post-divorce waiver made in order to qualify for Veterans Administration  
3 benefits;" that it is "intended to qualify under the Uniformed Services  
4 Former Spouses Protection Act, 10 U.S.C. Sec. 1408 et seq.;" that if Erich  
5 obtained a disability waiver, "he shall make payments to Raina directly in  
6 an amount sufficient to neutralize, as to Raina, the effects of the action  
7 taken by Erich;" and that the Court shall retain jurisdiction to enforce the  
8 award to Raina of military retirement benefits by making an award of  
9 alimony.

10 Erich argues that he did not sign the *Order Incident to Decree of*  
11 *Divorce* voluntarily but was forced to do so by the Court. The Court  
12 reviewed a hearing held September 22, 2016 during which Raina orally  
13 raised the issue that Erich had not yet signed and returned the prepared  
14 document. When the Court asked Erich for status, he did not protest the  
15 language, but had not signed due to other unrelated unresolved matters  
16 between the parties. Accordingly, the Court ordered Erich to return the  
17 signed document and he did. The *Order Incident to Decree of Divorce* was  
18 entered by the Court, but there is no *Notice of Entry of Order*.

19 Nevertheless, Raina received payments from DFAS in November and  
20 December 2019 (\$844.08 per month) and January 2020 (\$845.43). In late

1 January 2020, DFAS notified Raina that they would no longer be sending  
2 payments to Raina. Upon further inquiry in February 2020, Raina learned  
3 that Erich opted for full disability as Combat Related Special Compensation  
4 (“CRSC”) and would be receiving a tax free payment from the Veterans  
5 Administration. Raina would no longer receive any payments from DFAS.

6 Raina asked Erich to continue to pay her directly as they agreed in  
7 their *Decree of Divorce*. Citing the U.S. Supreme Court’s recent decision in  
8 *Howell v. Howell*, 137 S.Ct. 1400, 1402, 197 L.Ed.2d 781 (2017), Erich  
9 refused to do so. Accordingly, Raina brought this action to enforce the  
10 provisions of the *Decree of Divorce* and the *Order Incident to Decree* for  
11 reimbursement and spousal support (“indemnification provisions”). It is  
12 Erich’s position that the indemnification provisions are unenforceable  
13 under *Howell*.

#### 14 History

15 To best understand the issue, it is important to provide a short history  
16 of federal law.

17 In 1981, the U.S. Supreme Court decided *McCarty v. McCarty*, 453  
18 U.S. 210, 101 S.Ct. 2728, 69 L.Ed.2d 589 (1981) which held that the federal  
19 statutes governing military retired pay preempted the state courts from  
20 treating military retired pay as community property on the basis that

1 Congress intended to protect veterans' benefits to ensure that they reach  
2 veterans, with the goal of incentivizing participation in the military and  
3 maintaining a strong national defense. Acknowledging the hardship the  
4 decision may cause to military spouses, the U.S. Supreme Court pointed out  
5 that Congress was free to change the statutory law.

6 In 1982, in direct response to *McCarty*, Congress enacted the  
7 Uniformed Services Former Spouses' Protection Act ("USFSPA"), 10 U.S.C.  
8 § 1408(c)(1), which allowed state courts to treat military retired pay as  
9 community property, but expressly excluded military retired pay waived in  
10 order to receive military disability benefits.

11 In 1989, USFSPA was interpreted by the U.S. Supreme Court in  
12 *Mansell v. Mansell*, 490 U.S. 581, 109 S.Ct. 2023, 104 L.Ed.2d 675 (1989).  
13 In their opinion, the U.S. Supreme Court explained federal law provides  
14 that veterans who became disabled as a result of military service are eligible  
15 for disability benefits. Those benefits are calculated according to the  
16 seriousness of the disability and the degree to which the veteran's ability to  
17 earn a living has been impaired. In order to prevent double dipping, a  
18 military retiree may receive veteran's disability benefits in exchange for  
19 waiving a corresponding amount of his military retirement pay. Because  
20 disability benefits are exempt from taxation, the disabled veteran's income

1 is increased. *Id.* 490 U.S. 583-84, 109 S.Ct. 2026, 104 L.Ed.2d. The result  
2 to the former spouse, however, is a loss of benefits which have been  
3 converted from military retired pay, which may be considered by the state  
4 as marital property, to veteran's disability benefits, which may not be  
5 considered by the state as marital property.

6 The *Mansell* divorce occurred prior to *McCarty* and prior to  
7 enactment of USFSPA. At that time, the veteran had already waived a  
8 portion of his military retired pay for veteran's disability benefits and was  
9 receiving both military retired pay and veteran's disability benefits. To  
10 settle the divorce, the veteran agreed to pay to his former spouse 50% of  
11 both his military retired pay and his veteran's disability benefits. Years  
12 later, after enactment of USFSPA, the veteran asked a California court to  
13 remove from the decree of divorce the provision requiring him to pay 50%  
14 of his veteran's disability benefits to his former spouse. The veteran's  
15 request was denied, and he appealed without success. Eventually, the  
16 matter was heard by the U.S. Supreme Court which reversed the California  
17 court by holding that USFSPA grants state courts the authority to divide  
18 military retired pay as community property, but it did not grant state courts  
19 the authority to divide the military retired pay waived in order to receive  
20 veterans' disability benefits. The Court recognized that USFSPA was "one

1 of those rare instances where Congress has directly and specifically  
2 legislated in the area of domestic relations.” *Id.* 490 U.S. at 587, 109 S.Ct. at  
3 2028.

4 But, the *Mansell* story did not end at the U.S. Supreme Court. On  
5 remand, the California court still refused to change the result based, not on  
6 the principles of community property law and the federal preemption of  
7 state law characterization of veteran’s disability benefits as decided by the  
8 U.S. Supreme Court, but on the principles of *res judicata*. In a footnote,  
9 the U.S. Supreme Court expressly acknowledged that the issue of *res*  
10 *judicata* is a matter of state law “over which we have no jurisdiction.” 490  
11 U.S. at 586 n.5. The California court reasoned that because the veteran  
12 consented to the otherwise incorrect result when he signed the property  
13 settlement agreement, “he is therefore barred from complaining.” *In re*  
14 *Marriage of Mansell*, 217 Cal.App.3d 219, 230, 265 Cal.Rptr. 227, 233 (Ct.  
15 App. 1989) on remand from 490 U.S. 581, 109 S.Ct. 2023 (1989). The U.S.  
16 Supreme Court denied certiorari allowing the California court’s order to  
17 stand. *Mansell v. Mansell*, 498 U.S. 806, 111 S.Ct. 237, 112 L.Ed.2d 197  
18 (1990). Moreover, although *Mansell* concerned an agreement, the  
19 agreement did not contain a contractual indemnification provision, leaving  
20 enforceability of such a provision unresolved.

1 In 2016, after *McCarty*, USFSPA, and *Mansell*, Erich and Raina  
2 contemplated the probability that Erich would eventually waive his military  
3 retired pay for veteran's disability benefits. Therefore, through their  
4 *Decree of Divorce*, Erich and Raina chose indemnification as a resolution  
5 which had become a common and prudent means of addressing the issue  
6 whereby Erich agreed to reimburse Raina if he chose to waive his military  
7 retired pay in favor of veteran's disability benefits. Through their *Order*  
8 *Incident to Decree*, the parties further agreed that the reimbursement  
9 would be in the form of spousal support.

10 In 2017, 28 years after *Mansell*, the U.S. Supreme Court addressed  
11 indemnification by state courts in the case of *Howell v. Howell*, 137 S.Ct.  
12 1400, 197 L.Ed.2d 781 (2017). In *Howell*, an Arizona court awarded the  
13 former spouse 50% of the military member's retired pay. About 13 years  
14 later, the veteran waived a portion of his military retired pay in exchange  
15 for veteran's disability benefits resulting in substantial reduction of the  
16 former spouse's share. The Arizona court restored the full 50% to the  
17 spouse, but was reversed by the U.S. Supreme Court which held that a state  
18 court does not have jurisdiction to order the division of veteran's disability  
19 benefits on the basis that "federal law ... [has] completely pre-empted the

20 ////



1 application of state community property law to military retirement pay.”  
2 *Id.* 137 S.Ct. at 1403, 197 L.Ed.2d at 786. Finding that the purpose of a  
3 reimbursement or indemnification order was to restore a community  
4 property right in the original military retirement, the U.S. Supreme Court  
5 reasoned that all such state orders are preempted. Moreover, it does not  
6 matter whether the disability election was taken before the decree was  
7 entered (*Mansell*) or after the decree was entered (*Howell*), because  
8 “[s]tate courts cannot “vest” that which (under governing federal law) they  
9 lack the authority to give.” *Id.* 1405. Recognizing that their interpretation  
10 may impose hardship to the former spouse, the U.S. Supreme Court  
11 offered:

12 [A] family court, when it first determines the value of a  
13 family’s assets, remains free to take account of the contingency  
14 that some military retirement pay might be waived, or, as the  
15 petitioner himself recognizes, take account of reductions in  
16 value when it calculates or recalculates the need for spousal  
17 support.

18 *Id.* at 1406.

19 Notably, *Howell* did not concern an indemnification agreement  
20 between the parties, but a court created indemnification remedy after the  
21 waiver was taken. Although *Howell* was silent regarding the enforceability  
of a contractual indemnification provision, such an agreement by the

1 parties is not inconsistent with the U.S. Supreme Court's suggestion to take  
2 precautions.

3 Post-Howell Decisions

4 Citing their new decision in *Howell*, the U.S. Supreme Court quickly  
5 vacated two state court orders forcing veterans to reimburse former  
6 spouses in divorce proceedings if they had waived retirement pay in order  
7 to receive veteran's disability benefits. *Merrill v. Merrill*, 137 S.Ct. 2156,  
8 198 L.Ed.2d 228 (2017) (post-decree indemnification order reversed); and  
9 *Cassinelli v. Cassinelli*, 138 S.Ct. 69, 199 L.Ed.2d 2 (2017), (compensation  
10 in the form of a dollar-for-dollar alimony award reversed). Notably, both of  
11 these cases concerned court remedies and neither involved contractual  
12 indemnification.

13 Some state courts have broadly treated military retirement pay waived  
14 in favor of veteran's disability benefits to be off limits and will not allow a  
15 remedy in any form if the purpose of that remedy is to replace in full the  
16 lost military retired pay. In *Hurt v. Jones-Hurt*, 233 Md. App. 610, 168  
17 A.3d 992 (Court of Special Appeals of Maryland), Maryland reversed the  
18 amendment of a property award as a remedy to a waiver. In *Mattson v.*  
19 *Mattson*, 903 N.W.2d 233 (Court of Appeals of Minnesota), Minnesota  
20 recognized that prior to *Howell*, "principles of contract and *res judicata*

1 could render a stipulated decree indemnifying an ex-spouse as enforceable,  
2 even if it ran afoul of *Mansell*, because ‘parties are free to bind themselves  
3 to obligations that a court could not impose,’” *Id.* at 240 then held after  
4 *Howell* that contractual principals could not rescue the former spouse’s  
5 ability to receive the military retired pay waived for veteran’s disability  
6 benefits. In *Vlach v. Vlach*, 556 S.2.3d 219 (Court of Appeals of Tennessee  
7 2017), Tennessee held that an agreement for partial indemnification of  
8 veteran’s disability benefits was unenforceable. In *Tozer v. Tozer*, 410 P.3d  
9 835 (Colorado Court of Appeals, Division IV 2017), Colorado held that  
10 retention of jurisdiction in the event of a future waiver is preempted. In  
11 *Brown v. Brown*, 260 So.3d 851 (Court of Civil Appeals of Alabama 2018),  
12 Alabama held that a contractual indemnification provision was completely  
13 preempted. These cases have been criticized by legal scholars.<sup>1</sup>

14 More states, however, have taken the suggestion of the U.S. Supreme  
15 Court by becoming creative in their remedies after *Howell* or finding  
16 alternative theories to avoid an unfair result. In *Lesh v. Lesh*, 257 N.C.App.

17 Page 11 of 24

18  
19 <sup>1</sup> The Minnesota decision has been criticized as an unnecessarily overbroad reading of  
20 *Howell*. *A Change in Military Pension Division: The End of Court-Adjudicated*  
21 *Indemnification -- Howell v. Howell*, 44 Mitchell Hamline Law Review (2018); *Military*  
*Pension Division Cases Post-Howell: Missing the Mark, or Hitting the Target?*, Journal  
of the American Academy of Matrimonial Lawyers, Vol. 31, March 13, 2019, page 513  
which also criticizes as going too far the decisions in *Hurt v. Jones-Hurt*, *Vlach v. Vlach*,  
and *Brown, v. Brown*.

1 471, 809 S.E.2d 890 (Court of Appeals of North Carolina 2018), North  
2 Carolina found that *Howell* reaffirms and clarifies *Mansell*, but it has no  
3 effect on the *Rose*<sup>2</sup> line of cases therefore the court's order taking into  
4 consideration veteran's disability benefits as income for the purposes of  
5 making a property settlement payment was not preempted. *In re Marriage*  
6 *of Cassinelli*, 20 Cal.App.5<sup>th</sup> 1267, 229 Cal.Rptr.3d 801 (2018), California,  
7 after remand from the U.S. Supreme Court, reversed the spousal support  
8 award finding it to be a dollar for dollar replacement for the lost military  
9 retired pay. But the case did not end upon that ruling as inferred by Erich,  
10 because California remanded the matter for a new trial on the former  
11 spouse's request for modification of spousal support indicating that  
12 modification of spousal support was not prohibited. In *Gross v. Wilson*,  
13 424 P.3d 390 (Supreme Court of Alaska 2018), Alaska held that a  
14 settlement agreement dividing veteran's disability benefits is enforceable  
15 based on principles of *res judicata* and contract because "nothing in the  
16 USFSPA or *Mansell* prevents a veteran from voluntarily contracting to pay  
17 a former spouse a sum of money that may originate from disability  
18 payments" *Id.* at 394. In the *Matter of Marriage of Babin*, 56 Kan.App.2d,  
19 709, 437 P.3d 985 (Court of Appeals of Kansas 2019), Kansas held that the

21  

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<sup>2</sup> *Rose v. Rose*, 481 U.S. 619, 107 S.Ct. 2029, 95 L.Ed.2d 599 (1987).

1 parties' agreement did not allow escape from federal preemption which  
2 divested the court of jurisdiction to enforce division of the veteran's  
3 disability benefits, but as again ignored by Erich, this case was also  
4 remanded to allow spousal support to be reconsidered. In *Fattore v.*  
5 *Fattore*, 458 N.J. Super. 75, 203 A.3d 151 (2019) New Jersey recognized  
6 that other courts were employing res judicata, upholding contractual  
7 indemnification provisions, vacating and reallocating assets, and awarding  
8 alimony as remedies. In *Edwards v. Edwards*, 132 N.E.3d 391 (2019),  
9 Indiana held that although a court's order requiring a veteran to reimburse  
10 a former spouse for loss of military retired pay after waiver for CRSC would  
11 be incorrect under *Howell*, the court had subject matter jurisdiction to  
12 make the order which was enforceable retroactively (but not prospectively  
13 under equitable principles) on the basis of *res judicata* because the veteran  
14 did not appeal it. In *In re Marriage of Jensen*, Court of Appeals of Iowa,  
15 939 N.W.2d 112 (2019), Iowa held that *Howell* did not prevent the Iowa  
16 court from awarding to the former spouse all of her retirement accounts  
17 because the military spouse was receiving veteran's disability benefits. In  
18 *Russ v. Russ*, 456 P.3d 1100 (Court of Appeal of New Mexico 2019), New  
19 Mexico held that *Howell*, decided in the middle of the appeal, does not  
20 ////

1 apply retroactively to invalidate the parties' agreement to divide military  
2 retired pay even after waiver for veteran's benefits).

3 Just three months ago on April 29, 2020, Michigan's highest court  
4 decided *Foster v. Foster*, \_\_\_\_ Mich. \_\_\_\_, \_\_\_\_ N.W.2d \_\_\_\_ (Supreme  
5 Court of Michigan 2020) which shared facts similar with the Martin case  
6 concerning enforcement of a consent decree containing an indemnification  
7 provision requiring the veteran to pay to his former spouse a sum  
8 equivalent to 50% of his military retired pay even though he later elected  
9 CRSC benefits. The case was in the process of appeals that originally were  
10 favorable to the former spouse. Once the *Howell* case was decided,  
11 Michigan reversed itself and, citing the Supremacy Clause of the United  
12 States Constitution, ruled that federal preemption prohibited enforcement  
13 of the parties' indemnification agreement. The Supremacy Clause of the  
14 United States Constitution provides:

15 This Constitution, and the Laws of the United States which  
16 shall be made in Pursuance thereof ... shall be the supreme Law  
17 of the Land; and the Judges in every State shall be bound  
thereby, any Thing in the Constitution or Laws of any State to  
the Contrary notwithstanding.

18 Footnote 14, U.S. Constitution, Article VI, Clause 2. Notably, Raina admits  
19 that "[s]ometimes, however, Congress wishes to 'occupy the field' in a  
20 particular question of law, and generally, it has the power to do so, even

1 when it results in unintended consequences of unjust enrichment and  
2 inequity.” Raina’s *Reply* filed June 10, 2020 on page 8. Yet, the *Foster*  
3 saga is still not over, because Michigan remanded the case for the court to  
4 consider whether the veteran’s action is an impermissible collateral attack  
5 against a decree that is *res judicata* even if the decree contained a provision  
6 based on a subsequently overruled legal principle. The concurring opinion  
7 of this case includes an enlightening discussion of the difference between  
8 lack of subject matter jurisdiction (the inability to rule at all resulting in a  
9 void order) and the incorrect exercise of subject matter jurisdiction (the  
10 ability to make a ruling that, even if incorrect, is subject to *res judicata* if  
11 not timely challenged).

12 Finally, just one month ago, Louisiana decided *Boutte v. Boutte*, Court  
13 of Appeal of Louisiana, Third Circuit, \_\_\_\_ So.3d \_\_\_\_ (July 8, 2020) WL  
14 3818141 and upheld the parties’ indemnification agreement based on  
15 principles of *res judicata*.

16 Contract

17 The *Decree of Divorce* reached by agreement between Erich and  
18 Raina is a contract, *Grisham v. Grisham*, 128 Nev. 679, 289 P.2d 230  
19 (2012); *Anderson v. Sanchez*, 132 Nev. 357, 373 P.3d 860 (2016), the terms  
20 of which are not ambiguous. *Mizrachi v. Mizrachi*, 132 Nev. 666, 385 P.3d

1 982 (2016). “Parties are free to contract, and the courts will enforce their  
2 contracts if they are not unconscionable, illegal, or in violation of public  
3 policy.” *Harrison v. Harrison*, 132 Nev. 564, 567 (2016), 376 P.3d 173, 175  
4 (2016) citing *Rivero v. Rivero*, 125 Nev. 410, 429, 216 P.3d 213, 226  
5 (2009). After *McCarty*, *USFSPA*, and *Mansell*, Erich and Raina themselves  
6 took precautions before *Howell* and created an indemnification provision  
7 for the anticipated waiver by Erich.

8 Because *Howell* does not concern adjudication of contractual  
9 indemnification created by the parties, this Court is not persuaded that  
10 *Howell* intended to divest the parties of their right to contract. Indeed,  
11 *Howell* is silent on the issue but urges courts to consider and address the  
12 possibility of waiver which is exactly what Erich and Raina did prior to  
13 *Howell*. Erich’s argument that the written settlement agreement between  
14 the parties did not contain a term requiring indemnification is not correct,  
15 because the *Decree of Divorce* expressly provides that “[s]hould Erich  
16 select to accept military disability payments, Erich shall reimburse Raina  
17 for any amount that her share of the pension is reduced due to the  
18 disability status.” For all practical purposes, “reimbursement” is the same  
19 as “indemnification,” and no case the Court reviewed drew a distinction.

20 ////



1 Erich argues that his indemnification agreement is unenforceable. In  
2 support of his argument, Erich cites *Boulter v. Boulter*, 113 Nev. 74, 930  
3 P.2d 112 (1997) which held that the parties' voluntary agreement to equally  
4 divide with each other their federal Social Security benefits was  
5 unenforceable, and the district court "was without jurisdiction to enforce  
6 an award" regardless of the fact that the agreement was the product of the  
7 voluntary negotiations of the parties, because the agreement it was  
8 prohibited by the federal statute. *Id.* 80, 115. Erich concludes that the  
9 parties' contract is likewise not valid under federal law. This Court agrees  
10 that federal social security benefits are not community property divisible by  
11 this Court. *See also Wolff v. Wolff*, 112 Nev. 1355, 929 P.2d 916 (1996).  
12 *Boulter* and *Wolff*, however, both dealt with a different federal law than at  
13 issue before this Court. *Boulter* and *Wolff* concerned social security  
14 payments which are not community property - not military retired pay  
15 (community property) that was waived for veteran's disability benefits (not  
16 community property).

17 The case of *Shelton v. Shelton*, 119 Nev. 492, 78 P.3d 507, 511 (2003)  
18 is controlling, because it expressly embraced the contract theory in military  
19 disability indemnification cases. The parties in *Shelton* agreed through the  
20 summary joint petition process that the military member would pay to his

1 former spouse a specific sum representing one-half of both the military  
2 retired pay and the veteran's disability benefit he was already receiving.  
3 Several years later, the military member was reevaluated and elected to  
4 waive 100% of his military retired pay for veteran's disability benefits and  
5 then stopped paying his former spouse who brought the matter to court.  
6 Citing *Mansell I*, the district court denied relief to the former spouse, but  
7 was reversed by the Nevada Supreme Court which held that the military  
8 member was contractually obligated by the divorce agreement to pay his  
9 former spouse an agreed sum. The opinion stated:

10           We conclude that although courts are prohibited by federal  
11 law from determining veterans' disability pay to be community  
12 property, state law of contracts is not preempted by federal law.  
13 Thus, respondent must satisfy his contractual obligations to his  
14 former spouse, and the district court erred in denying former  
15 spouse's motion solely on the basis that federal law does not  
16 permit disability pay to be divided as community property. *Id.*  
17 at 493, 508.

18 *See also Hisgen v. Hisgen*, 554 N.W.2d 494, 498 (S.D. 1996) (parties'  
19 property settlement agreement dividing military retirement benefits  
20 enforced); and *Resare v. Resare*, 908 A.2d 1006 (R.I. 2006) (parties'  
21 property settlement agreement dividing military retirement benefits  
enforced).

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1 Res Judicata

2 *Shelton* raises the additional issue of *res judicata*. *Res judicata* was  
3 the very same reason the California court in *Mansell II* refused to change  
4 the result after remand from the U.S. Supreme Court and for which the U.S.  
5 Supreme Court denied certiorari. In its decision, the Nevada Supreme  
6 Court stated that “[a]lthough states cannot divide disability payments as  
7 community property, states are not preempted from enforcing orders that  
8 are *res judicata* or from enforcing contracts or from reconsidering divorce  
9 decrees, even when disability pay is involved.” *Id.* at 509. As in *Mansell II*,  
10 the U.S. Supreme Court denied certiorari, *Shelton v. Shelton*, 541 U.S. 960,  
11 124 S.Ct. 1716, 158 L.Ed.2d 401 (2004).

12 “Generally, the doctrine of *res judicata* precludes parties or those in  
13 privity with them from relitigating a cause of action or an issue which has  
14 been finally determined by a court of competent jurisdiction.” *Kuptz-*  
15 *Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40 (July 9, 2020) citing  
16 *University of Nev. v. Tarkanian*, 110 Nev. 581, 598, 879 P.2d 1180, 1191  
17 (1994). *Res judicata* or issue preclusion applies when “(1) the issue decided  
18 in the prior litigation must be identical to the issue presented in the current  
19 action; (2) the initial ruling must have been on the merits and have become  
20 final; (3) the party against whom the judgment is asserted must have been

1 a party ... in the prior litigation; and (4) the issue was actually necessarily  
2 litigated.” *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1055, 194, P.3d  
3 709, 713.

4 In the Martin matter: (1) the issue decided in the prior litigation,  
5 resolution of Erich’s military retired pay including waiver for veteran’s  
6 disability benefits, is the same in the divorce matter as in the current  
7 motion; (2) the initial ruling represented by the *Decree of Divorce* was on  
8 the merits and final without appeal; (3) the party against whom the  
9 judgment is asserted, Erich, must have been a party ... in the prior  
10 litigation, and he was; and (4) the issue was actually necessarily litigated.

11 “Furthermore, a judgment entered by the court on consent of the parties  
12 after settlement or by stipulation of the parties is as valid and binding a  
13 judgment between the parties as if the matter had been fully tried.”

14 *Willerton v. Bassham*, 111 Nev. at 16, 889 P.2d at 826, cited by *Bradley S.*  
15 *v. Sherry N.*, 121 Nev. 1348, Unpublished Disposition (2015).

16 Finally, the U.S. Supreme Court in *Mansell* expressly acknowledged  
17 that the issue of *res judicata* is a matter of state law “over which we have no  
18 jurisdiction.” 490 U.S. at 586 n.5. Accordingly, even if Raina’s contract  
19 theory for enforcement of the reimbursement provision of the *Decree of*  
20 *Divorce* is ultimately not correct under *Howell*, it is nevertheless binding

1 on Erich pursuant to the doctrine of *res judicata*. It is a “well settled rule  
2 that a judgment, not set aside on appeal or otherwise, is equally effective as  
3 an estoppel upon the points decided, whether the decision be right or  
4 wrong.” *Reed v. Allen*, 286 U.S. 191, 201, 52 S.Ct. 532, 76 L.Ed. 1054 (1932)  
5 *Id.*

### 6 Conclusion

7 The Court is aware of the feeling of great unfairness on both sides. On  
8 the one hand, veteran’s disability benefits, especially combat related  
9 benefits, undoubtedly are a form of compensation to our injured veterans.  
10 It is undisputed that Erich suffers from injuries in combat over the years,  
11 including traumatic brain injuries from concussions, ACL replacements,  
12 foot injuries, tendon injuries, back injuries, tinnitus, migraines, and other  
13 health related issues for which he is justly entitled to his veteran’s disability  
14 benefits.<sup>3</sup> On the other hand, it is unfair to Raina to take away the  
15 precaution she negotiated and leave her without the ability to negotiate a  
16 substitute when it much too late to do so.

17 *Howell* makes very clear that this Court is without jurisdiction to  
18 order indemnification. But, it was not this Court which ordered the  
19 indemnification provision. The reimbursement or indemnification

21 <sup>3</sup> Despite his injuries, Erich (age 39) is gainfully employed earning \$11,504 per month --  
not including his CRSC.

1 provision was created voluntarily by Erich and Raina. This Court is not  
2 persuaded that *Howell* takes away the parties' right to freely contract,  
3 including for indemnification. Indeed, *Howell* is silent as to enforcement  
4 of such a contractual agreement and it cautions that parties should be  
5 aware that a waiver of disability payments may occur and it is their  
6 responsibility to "take account of the contingency." The parties negotiated  
7 the contingency. Erich knowingly entered into the agreement ending his  
8 marriage to Raina through which he expressly agreed to give up a portion  
9 of his military retired pay waived for veteran's disability benefits to settle  
10 the divorce case. Accordingly, it is fair and appropriate to enforce the  
11 agreement the parties' entered with their eyes wide open.

12 *Spousal Support*

13 **Rule 58(e) Notice of Entry of Judgment.**

14 (1) Within 14 days after entry of a judgment or an order, a  
15 party designated by the court under Rule 58(b)(2) must serve  
16 written notice of such entry, together with a copy of the  
17 judgment or order, upon each party who is not in default for  
18 failure to appear and must file the notice of entry with the clerk  
19 of the court. Any other party, or the court in family law cases,  
20 may also serve and file a written notice of such entry. Service  
21 must be made as provided in Rule 5(b).

(2) Failure to serve written notice of entry does not affect  
the validity of the judgment, but the judgment may not be  
executed upon until notice of its entry is served.

[Amended; effective March 1, 2019.]

20 ////

1 Erich has not been served with *Notice of Entry of the Order Incident*  
2 *to Decree*. The *Decree of Divorce* contains the reimbursement provisions  
3 upon which the Court may immediately enforce. Raina's request to obtain  
4 spousal support, however, may not be acted upon due to the lack of *Notice*  
5 *of Entry of the Order Incident to Decree*.

6 *Attorney Fees*

7 In light of the continuing development of case law around the United  
8 States as well as the acknowledgment that, notwithstanding the assistance  
9 of *Shelton*, this issue has not been resolved by the Nevada Supreme Court,  
10 this Court cannot find that the position of either party is frivolous or  
11 unreasonable.

12 NOW, THEREFORE, IT IS HEREBY ORDERED that Raina's *Motion*  
13 *to Enforce* the reimbursement provision of the *Decree of Divorce* is  
14 granted.

15 IT IS FURTHER ORDERED that the sum of \$5,918.01 representing  
16 \$845.43 x seven months for the period from February through August  
17 2020 shall be reduced to judgment in favor of Raina against Erich to be  
18 satisfied by any and all legal means. Erich shall commence timely direct  
19 payments to Raina in the amount of \$845.43 commencing September 1,  
20 2020 to include any cost of living adjustments.

1 IT IS FURTHER ORDERED that Raina's request for spousal support  
2 is denied without prejudice.

3 IT IS FURTHER ORDERED that each party shall assume their own  
4 attorney fees and costs.

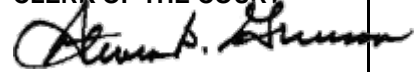
5  
6 Dated this 11th day of August, 2020

7 Rebecca L. Burton

8 B9A 592 344A 6E1B  
9 Rebecca L. Burton  
10 District Court Judge  
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# Exhibit F



1 **NEOJ**  
2 **WILLICK LAW GROUP**  
3 **MARSHAL S. WILLICK, ESQ.**  
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10

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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: Q

**NOTICE OF ENTRY OF ORDER FROM THE NOVEMBER 3, 2020,  
HEARING**

TO: ERICH MARTIN, Plaintiff.

TO: KATHLEEN A. WILDE, ESQ., Attorney for Plaintiff.

**PLEASE TAKE NOTICE** that an *Order from the November 3, 2020, Hearing*  
was duly entered in the above action on the 31st day of December, 2020, a true and

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correct copy of which is attached herein.

**DATED** this 28<sup>th</sup> day of January, 2021.

WILLICK LAW GROUP

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

MARSHAL S. WILLICK, ESQ.  
Nevada Bar No. 2515  
RICHARD L. CRANE, ESQ.  
Nevada Bar No. 9536  
3591 East Bonanza Road, Suite 200  
Las Vegas, Nevada 89110-2101  
Attorneys for Defendant

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 28th day of January, 2021, 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.
- ☐ by First Class, Certified U.S. Mail.

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

CHAD F. CLEMENT, ESQ.  
KATHLEEN A. WILDE, ESQ.  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorney for Plaintiff

/s/Justin K. Johnson

An Employee of the WILICK LAW GROUP

P:\wp19\MARTIN,R\DRAFTS\00479643.WPD\jj

**ORDR**

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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: 11/3/2020  
TIME OF HEARING: 9:00 am

**ORDER FROM THE NOVEMBER 3, 2020, HEARING**

This matter came on for a hearing at the above date and time before the Honorable Rebecca Burton, District Court Judge, Family Division. Defendant, Raina Martin, was present by video and was represented by and through her attorney, Richard L. Crane, Esq., of the WILICK LAW GROUP, and Plaintiff, Erich Martin, was present by video and represented by and through his attorney, Kathleen A. Wilde of MARQUIS AURBACH COFFING.

The Court, having reviewed the pleadings and papers and filed herein and entertaining argument from both sides, made the following findings and orders as follows:

**THE COURT HEREBY FINDS:**

1. The Court has subject matter jurisdiction over this case, personal jurisdiction over the parties and child custody subject matter jurisdiction.<sup>1</sup>
2. If a Stay is to preserve the *Status Quo* then it would be not needed because Erich would still be making the monthly payments to Raina. That is the *Status Quo*, that is the Order of the Court.<sup>2</sup>
3. The *Decree of Divorce* is the *Status Quo* that Erich is trying to change. The Court enforced the *Decree of Divorce* and Erich has appealed the Court's enforcement.<sup>3</sup>
4. The Court has reviewed NRAP 8(c) and went through the factors and the object of the appeal. The Court finds that the object of the appeal <sup>if a stay is not granted -(RLB)</sup> for a few months might be defeated, but, the Court is not persuaded that the value of the appeal would be significantly reduced if Erich continued to make a few months of payments. In the big picture what we're looking at is the possibility of forty years or more of these payments.<sup>4</sup>
5. That real object of this appeal is that these payments will go on for many years.<sup>5</sup>
6. Neither party is going to suffer irreparable or serious injury if the stay is denied or the stay is granted.<sup>6</sup>

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<sup>1</sup>Time Stamp 9:03:06 - 9:03:17

<sup>2</sup>Time Stamp 9:03:23 - 9:03:39

<sup>3</sup>Time Stamp 9:03:40 - 9:03:49

<sup>4</sup>Time Stamp 9:03:59 - 9:04:37

<sup>5</sup>Time Stamp 9:04:54 - 9:05:10

<sup>6</sup>Time Stamp 9:05:12 - 9:05:31

- 1 7. \$20,000 is not an unreasonable estimate as to the benefits payable during the  
2 pendency of the appeal.<sup>7</sup> She will -(RLB)
- 3 8. The consequences to Raina are greater because her income is smaller. ~~They~~<sup>11</sup>  
4 have to pay out funds to maintain her position while paying attorney's fees.  
5 She'll have to pay out funds to obtain her judgment.<sup>8</sup>
- 6 9. Erich can better afford to pay out funds to obtain his judgment after the fact,  
7 if we're looking to collect monies after the fact.<sup>9</sup>
- 8 10. Covid has really made everybody's income uncertain. There is a lot less  
9 predictability. Erich recently lost his job in March of 2020, I know Raina's  
10 income has been reduced because of her ~~production~~ <sup>reduction</sup> -(RLB) of hours caused by Covid  
11 so, there are some collection issues there, in that regard.<sup>10</sup>
- 12 11. Concerning whether Erich will likely prevail, the Court would like to think it's  
13 reasoning is sound, of course, recognizing that the issue is unresolved. Again,  
14 the Court did expect that this appeal would occur.<sup>11</sup>
- 15 12. The Court didn't make the decision it did off the top of it's head. It spent a  
16 considerable amount of time doing legal research and reviewing the law. The  
17 last cases that the Court cited were from a couple of months ago or less.<sup>12</sup>
- 18 13. NRCP 62(d)(2) states a party is entitled to a stay by providing a bond.<sup>13</sup>
- 19  
20  
21

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22 <sup>7</sup>Time Stamp 9:05:57 - 9:06:03

23 <sup>8</sup>Time Stamp 9:06:03 - 9:06:14

24 <sup>9</sup>Time Stamp 9:06:16 - 9:06:23

25 <sup>10</sup>Time Stamp 9:06:37 - 9:07:07

26 <sup>11</sup>Time Stamp 9:07:09 - 9:07:24

27 <sup>12</sup>Time Stamp 9:07:25 - 9:07:48

28 <sup>13</sup>Time Stamp 9:08:00 - 9:08:06

- 1 14. The Court is inclined to grant the stay, but require Erich to pay however he  
2 wishes to do that.<sup>14</sup>
- 3 15. The Court likes Raina's idea of Erich continuing to pay the monthly payments  
4 into an attorney's trust account. That is a good reasonable approach.<sup>15</sup>
- 5 16. ~~I think that really is a good approach to it.~~ Because then we won't have any  
6 over payments or under payments and we're not going to have collection issues  
7 at the end of the day and the funds are there.<sup>16</sup>
- 8 17. The Court would like confirmation going from Ms. Wilde to Mr. Crane that  
9 those monthly payments are being made.<sup>17</sup>
- 10 18. The Court did go through the factors about a bond and will put its thoughts  
11 about the matter on the record.<sup>18</sup>
- 12 19. The Collection Process is not complex but it would be easier for Erich than it  
13 would be for Raina, ~~but the Court does take note of that issue, as it was the~~  
14 ~~Court involved when there was the spousal support issue.~~<sup>19</sup>
- 15 20. The time to obtain collection is going to depend on how cooperative everybody  
16 is. If it would be enforced, then of course there will be a motion and there's  
17 going to be a hearing and there's going to be a potential trial and arguments  
18 about how much the money is going to be, although that's probably not likely  
19 and there's not likely to be an appeal from that but that's always possible.<sup>20</sup>
- 20

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21  
22 <sup>14</sup>Time Stamp 9:16:51 - 9:16:58

23 <sup>15</sup>Time Stamp 9:17:00 - 9:17:10

24 <sup>16</sup>Time Stamp 9:17:20 - 9:17:33

25 <sup>17</sup>Time Stamp 9:17:11 - 9:17:20

26 <sup>18</sup>Time Stamp 9:17:33 - 9:17:45

27 <sup>19</sup>Time Stamp 9:17:47 - 9:18:07

28 <sup>20</sup>Time Stamp 9:18:07 - 9:18:28



21. Again, collections might be difficult on both sides just because of Covid.<sup>21</sup>
22. We have two professionals here. A dental hygienist and a retired military member who is in a management position now. We have two professionals who make very nice incomes and neither party is destitute by any means. They are fortunate to have the jobs that they do and to make the incomes that they are in light of Covid right now when a lot of people are hurting.<sup>22</sup>
23. The Court is going to require the monthly payment be made. That will avoid any additional costs. The monthly payment makes sense and will be sitting there, then there will be no collection issues at the end of the day.<sup>23</sup>
24. Erich needs to go ahead and pay the arrearages already reduced to judgment.<sup>24</sup>
25. The Court really wants Erich to begin making payments toward that judgment. Counsel is to talk about that and come up with a reasonable payment in addition to the regular monthly payment to start paying on that judgment. The Court would like it paid in no less than a year. You can use that as a kind of rule of thumb there but I want counsel to talk about it.<sup>25</sup>
26. If he wants to pay for a bond he can but it will be the \$20,000 that's been requested because that is a reasonable amount.<sup>26</sup>
27. In considering the *Motion* for attorney's fees, the Court takes into consideration both parties financial circumstances. Even though Nevada follows the American rule which means everyone pays their own legal fees, the Court recognizes that Erich's income currently is about three times as high as

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<sup>21</sup>Time Stamp 9:18:28 - 9:18:37

<sup>22</sup>Time Stamp 9:18:36 - 9:19:05

<sup>23</sup>Time Stamp 9:19:05 - 9:19:28

<sup>24</sup>Time Stamp 9:20:17 - 9:20:42

<sup>25</sup>Time Stamp 9:22:26-9:22:56

<sup>26</sup>Time Stamp 9:22:56 - :9:23:11

1 Raina's income but Raina's expenses are reduced by her domestic partner and  
2 his very large income.<sup>27</sup>

3 28. When you balance out the household incomes, they are fairly equivalent.  
4 They are not wildly apart. The Court realizes that Raina's domestic partner is  
5 not obligated to pay anything for these proceeding.<sup>28</sup>

6 29. The Court is granting the stay and it would be appropriate because of the very  
7 large disparity of incomes between the two parties who are part of this process  
8 to have Erich contribute something toward Raina's attorney's fees because this  
9 is all, at the end of the day, going to effect her greater financially, who makes  
10 less money than Erich does. She has been effected by Covid more than Erich  
11 who is still making his full time income. Raina has reduced income.<sup>29</sup>

12 30. The Court is not inclined to grant all of the attorney fees.<sup>30</sup> The Court does not  
13 want anybody being destitute by this, but Erich should pay something so he  
14 will contribute \$5,000 to her attorney's fees.<sup>31</sup>

15 31. The Court does want him to pay the \$5,000. He has 30 days to get that done.<sup>32</sup>

16 \*\*\*\*\*

17 \*\*\*\*\*

18 \*\*\*\*\*

19 \*\*\*\*\*

20 \*\*\*\*\*

21

22

23 <sup>27</sup>Time Stamp 9:25:31 - 9:26:00

24 <sup>28</sup>Time Stamp 9:26:19 - 9:26:32

25 <sup>29</sup>Time Stamp 9:26:39 - 9:27:29

26 <sup>30</sup>Time Stamp 28:16 - 9:28:22

27 <sup>31</sup>Time Stamp 9:28:53 - 9:29:05

28 <sup>32</sup>Time Stamp 9:30:35 - 9:30:44

**IT IS HEREBY ORDERED:**

1. The Stay is granted as long as Erich either makes the ordered monthly payments of \$845.43, plus any applicable cost of living adjustment, during the pendency of the appellate proceedings to an Attorney's Trust Fund or if he purchases a supersedeas bond of \$20,000.
2. Erich's attorney is to provide the monthly account statement to Raina's attorney within five days of the payment where the monies were deposited.
3. If Erich decides to make the monthly payments as described above, the \$5,918.01 in arrears already reduced to judgment shall also be deposited into the same account as the monthly payments. This amount will continue to accumulate statutory interest until deposited.
4. If Erich purchases a supersedeas bond of \$20,000, the \$5,918.01 in arrears already reduced to judgment is still due and will continue to accumulate statutory interest.
5. Raina's request for attorney's fees is granted. Erich is to contribute \$5,000 to her attorney's fees.

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6. The \$5,000 is due within 30 days from the date of the hearing.

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

Dated this 31st day of December, 2020



9FA 342 8532 734 **DISTRICT COURT JUDGE**  
Rebecca L. Burton  
District Court Judge

Dated this 21 day of December, 2020  
Respectfully Submitted By:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
Approved as to Form and Content  
By:

WILLICK LAW GROUP

MARQUIS AURBACH COFFING

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

**\*\*SIGNATURE REFUSED\*\***

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Attorneys for Plaintiff

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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Erich M Martin, Plaintiff

CASE NO: D-15-509045-D

7 vs.

DEPT. NO. Department C

8 Raina L Martin, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/31/2020

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# Exhibit G



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7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Defendant  
10

11 **DISTRICT COURT**  
12 **FAMILY DIVISION**  
13 **CLARK COUNTY, NEVADA**  
14

15 **ERICH MARTIN,**  
16 **Plaintiff,**

17 **vs.**

18 **RAINA MARTIN,**  
19 **Defendant.**

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

20 **NOTICE OF ENTRY OF ORDER FROM THE JANUARY 12, 2021,**  
21 **HEARING**

22 **TO: ERICH MARTIN, Plaintiff.**

23 **TO: KATHLEEN A. WILDE, ESQ., Attorney for Plaintiff.**

24 **PLEASE TAKE NOTICE** that an *Order from the January 12, 2021, Hearing*  
25 was duly entered in the above action on the 26th day of January, 2021, a true and

26 \*\*\*\*\*

27 \*\*\*\*\*

28 \*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*



1 correct copy of which is attached herein.

2 **DATED** this 28<sup>th</sup> day of January, 2021.

3 WILLYCK LAW GROUP

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

5 MARSHAL S. WILLYCK, ESQ.

6 Nevada Bar No. 2515

7 RICHARD L. CRANE, ESQ.

8 Nevada Bar No. 9536

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10 Las Vegas, Nevada 89110-2101

11 Attorneys for Defendant

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## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 28th day of January, 2021, 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.
- ☐ by First Class, Certified U.S. Mail.

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

CHAD F. CLEMENT, ESQ.  
KATHLEEN A. WILDE, ESQ.  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorney for Plaintiff

/s/Justin K. Johnson

An Employee of the WILLICK LAW GROUP

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**ORDR**  
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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: Q

DATE OF HEARING: 1/12/2021  
TIME OF HEARING: 10:00 am

**ORDER FROM THE JANUARY 12, 2021, HEARING**

This matter came on for a hearing at the above date and time before the Honorable Bryce Duckworth, District Court Judge, Family Division. Defendant, Raina Martin, was present by video and was represented by and through her attorney, Richard L. Crane, Esq., of the WILICK LAW GROUP, and Plaintiff, Erich Martin, was present by video and represented by and through his attorney, Kathleen A. Wilde of MARQUIS AURBACH COFFING.

The Court, having reviewed the pleadings and papers filed herein and entertaining argument from both sides, made the following findings and orders:

1                   **THE COURT HEREBY FINDS:**

- 2           1.     This case is appropriate to be heard by the District Court as the issues raised  
3                 are ancillary to the issues brought up on appeal.
- 4           2.     Mr. Crane represented that CRSC pay is always accompanied by VA Disability  
5                 Pay. The Court asked Mr. Martin directly if he was receiving VA Disability  
6                 pay in addition to his CRSC pay. Mr. Martin replied that he was not receiving  
7                 any VA disability pay.
- 8           3.     Based on Mr. Martin's response, the Court finds that the Plaintiff's monthly  
9                 income to be used in the calculation of Child Support is \$13,022.16.
- 10          4.     Based on Mr. Crane's request, discovery will be opened on the issue of VA  
11                 Disability Pay.
- 12          5.     Should Discovery result in there being VA Disability Pay that was not  
13                 disclosed on the Plaintiff's Financial Disclosure Form, the amount of child  
14                 support shall be recalculated appropriately.
- 15          6.     The Court does not have its own standard Behavioral Order Language, but will  
16                 accept any added and stipulated language.
- 17          7.     Any previous financial Orders made by this Court's predecessor are still  
18                 considered due and enforceable under the Court's contempt powers.
- 19          8.     As the Child Support is up for review based on over three years having passed,  
20                 attorney's fees will not be awarded to either party.

21  
22                   **IT IS HEREBY ORDERED:**

- 23          1.     As of November 18, 2020, Child Support is set at \$1,317 per month. Erich is  
24                 to transmit the full amount to Raina on the first of every month. ~~After the 5<sup>th</sup>,~~  
25                 ~~any payments not made by then shall be considered late and interest shall be~~  
26                 ~~applied.~~
- 27          2.     Discovery regarding the VA Disability Pay issue is open as of the January 12,  
28                 2021, and shall remain open for 60 days.

3. The Parties shall bear their own attorney's fees.

4. Mr. Crane is to draft the Order from today's hearing. Ms. Wilde is to review as to form and content.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

Dated this 26th day of January, 2021

  
DISTRICT COURT JUDGE *gk*

Dated this 22<sup>nd</sup> day of January, 2021  
Respectfully Submitted By:

WILICK LAW GROUP

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

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Attorneys for Defendant

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2021  
Approved as to Form and Content  
By:

A78 3BB B21C BEB6  
MAROUIS ALIBACH COFFING  
Bryce C. Duckworth  
District Court Judge

\*\*Signature Refused\*\*

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Attorneys for Plaintiff

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Erich M Martin, Plaintiff

CASE NO: D-15-509045-D

7 vs.

DEPT. NO. Department Q

8 Raina L Martin, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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12 Court. The foregoing Order was served via the court's electronic eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/26/2021

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