IN THE SUPREME COURT OF THE STATE OF NEVADA

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Electronically Filed
Jul 07 2021 04:04 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

ERICH M. MARTIN,

Appellant,

vs.

RAINA L. MARTIN,

Respondent.

SC NO: 81810
DC NO: D-19-509049-D

RESPONDENTS' INDEX TO APPENDIX VOLUME II

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CLERK OF THE COURT

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

ORDER SHORTENING TIME

Upon application of counsel for the Plaintiff, Erich M. Martin, Jason Naimi, Esq. of Standish Naimi Law Group and good cause appearing therefore:

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IT IS HEREBY ORDERED that the time for hearing Plaintiff's counsel's Motion to Withdraw as Counsel of Record is hereby shortened and shall be heard on the 28th day of Oct., 2015 at the hour of 11:00A.m. in the Department C.

DATED this 16 day of October, 2015.

By: Rebecca L Burton

DISTRICT COURT JUDGE

LAM

Respectfully Submitted:

Jason Naimi, Esq.
Nevada State Bar No. 09441
Francesca M. Resch, Esq.
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Fax: (702) 998-7460
Email: jason@standishnaimi.com
Attorney for Plaintiff

STANDISH NAIMI LAW GROUP
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Telephone: (702) 998-9344 Fax: (702) 998-7460

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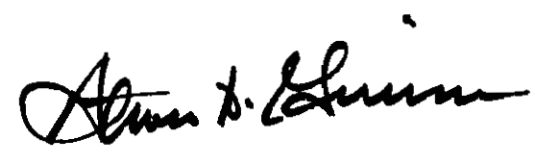

CLERK OF THE COURT

AFF
Gregg A. Hubley, Esq.
Nevada Bar No. 7386
ghubley@brookshubley.com
Ramir M. Hernandez, Esq.
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BROOKS HUBLEY, LLP
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Fax: (702) 851-1198
rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

AFFIDAVIT OF RESIDENT WITNESS

STATE OF NEVADA)
ss
COUNT OF CLARK)

1. That I, ANTHONY BRICKER, do hereby solemnly swear to testify to the truth, the whole truth and nothing but the truth.

2. That I live at 11181 MEZZANA ST. LAS VEGAS, Nevada 89141, and have lived in Clark County, Nevada since 09/2000.

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

3. That I first moved to Clark County, Nevada on (approximate date) 09/2000. It is my intention to live in Clark County for the foreseeable future.

4. That I am personally acquainted with Defendant, RAINA L. MARTIN.

5. That I first saw the Defendant in Clark County, Nevada on (approximate date) 07/2011.

6. That I know of my own knowledge that the Defendant is an actual bona fide resident of Clark County, Nevada, as I have known her to reside at 11181 MEZZANA ST., Las Vegas, Nevada 89141 since 01 of 2013.

7. That since that date, I have seen the Defendant physically present in Clark County, Nevada approximately four to five times per week.

DATED this 23 day of OCTOBER, 2015.

Signature.

ANTHONY E. BRICKER

Print Name.

SWORN and SUBSCRIBED before me

this 23 day of October, 2015.

NOTARY PUBLIC

DANA K. TAYLOR
Notary Public, State of Nevada
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

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CLERK OF THE COURT

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

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DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

DEFENDANT'S AFFIDAVIT IN SUPPORT OF REQUEST FOR SUMMARY DISPOSITION FOR DECREE OF DIVORCE

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

1. That I, RAINA L. MARTIN, do hereby solemnly swear to testify to the truth, the whole truth and nothing but the truth.

2. That I am the Defendant in Case No. D-15-509045-D.

3. That I live at 11181 Mezzana St., Las Vegas, Nevada 89141.

4. That I have resided in Las Vegas, Nevada for 4 years, and it is my intention to remain in Las Vegas for the foreseeable future.

5. That I have read the Answer to Complaint for Divorce and Counterclaim in this case and can testify that the allegations stated in the Counterclaim are all true.

6. That reconciliation is not possible.

7. That my spouse and I have one minor child, to wit: Nathan L. Martin, born August 24, 2010. There were no other children adopted during the marriage, and I am not now pregnant.

8. That I have read the decree of divorce and can testify that it fairly and equitably divides the community assets and community debts between the Plaintiff and myself, and fully and fairly resolves all remaining issues.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 23 day of October, 2015.

RAINA L. MARTIN

SUBSCRIBED and SWORN to before me
this 23 day of October, 2015.

NOTARY PUBLIC in and for said
County and State

DANA K. TAYLOR
Notary Public, State of Nevada
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

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SUPP
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Attorney for Defendant, Raina L. Martin

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CLERK OF THE COURT

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, vs. RAINA L. MARTIN, Defendant.	Case No.: D-15-509045-D Dept No.: C **DEFENDANT'S SUPPLEMENTAL EXHIBIT IN SUPPORT OF DEFENDANT'S MOTION TO ENFORCE SETTLEMENT AGREEMENT, FOR ATTORNEY'S FEES AND COSTS AND FOR OTHER RELATED RELIEF**

Defendant, Raina L. Martin, by and through her attorney, Ramir M. Hernandez, Esq., of BROOKS HUBLEY, LLP, submits the attached *Statement as of October 23, 2015*[1] as her supplemental exhibit "D" in this matter.

BROOKS HUBLEY, LLP

Gregg A. Hubley, Esq.
Nevada Bar No. 7386
Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
Attorneys for Defendant, Raina Martin

[1] Redacted as to attorney-client privilege

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TELEPHONE: (702) 851-1191 FAX: (702) 851-1198

CERTIFICATE OF SERVICE

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

I HEREBY CERTIFY that on this day, pursuant to Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail, the **DEFENDANT'S SUPPLEMENTAL EXHIBIT IN SUPPORT OF DEFENDANT'S MOTION TO ENFORCE SETTLEMENT AGREEMENT, FOR ATTORNEY'S FEES AND COSTS AND FOR OTHER RELATED RELIEF** on the following parties and those parties listed on the Court's Master List in said action:

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

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 23 day of October, 2015, at Las Vegas, Nevada.

Dana K Taylor
An Employee of BROOKS HUBLEY, LLP

BROOKS HUBLEY, LLP
1645 VILLAGE CENTER CIRCLE, SUITE 200, LAS VEGAS, NV 89134
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EXHIBIT D

EXHIBIT D

Brooks Hubley LLP

1645 Village Center Circle Ste. 200
Las Vegas, NV 89134

(702) 851-1191

Statement as of October 23, 2015
Invoice No: 0

Raina Martin

1457-0001: Martin, Erich M. v. Martin, Raina (D-15- 509045 -D)

Professional Fees			Hours	Rate	Amount
10/9/2015	RMH	Discussed order to show cause with opposing counsel (.1), (0.3).	0.30	200.00	60.00
10/14/2015	RMH	Reviewed and analyzed Plaintiff's Motion to withdraw as attorney and	0.20	200.00	40.00
10/15/2015	RMH	Drafted Motion to Compel Settlement and prepared exhibits for filing (3.9) (3.9).	3.90	200.00	780.00
10/15/2015	DT	Prepare Motion/Opposition Fee Information Sheet (0.1).	0.10	135.00	13.50
10/16/2015	RMH	Drafted Motion to Consolidate Hearings and Order to Consolidate Hearings to submit to the Court (1.6); prepared and finalized Motion to Consolidate and Order for delivery to court (.2) (2).	2.00	200.00	400.00
10/19/2015	RMH	[illegible] (.1); sent response text to Tony	0.20	200.00	40.00
10/20/2015	RMH	Sent response email to opposing counsel regarding affidavit of resident witness and affidavit of summary disposition (.2); discussed case with GAH and DT (.1); spoke to client [illegible] (0.4).	0.40	200.00	80.00
10/20/2015	DT	Prepare Affidavit of Resident Witness; Prepare Affidavit in Support of Summary	0.90	135.00	121.50

		Disposition; Prepare email to client sending documents to sign in front of a notary (0.9).			
10/21/2015	RMH	Texted Tony ; contacted judge's chambers and spoke to Judicial Law Clerk regarding Motion to Consolidate hearings (.2) (0.2).	0.30	200.00	60.00
10/23/2015	DT	E-file and Serve Affidavit of Resident Witness; and Affidavit in Support of Summary Disposition (0.2).	0.20	135.00	27.00
				Sub-total Fees:	1,622.00

Rami Hernandez	7.30 hours at $	200.00/hr	1,460.00
Dana Taylor	1.20 hours at $	135.00/hr	162.00
Total hours:	8.50		

Expenses

		Units	Price	Amount
10/15/2015	Filing Fees.	1.00	3.50	3.50
10/15/2015	Filing Fees.	1.00	3.50	3.50
			Sub-total Expenses:	7.00

Payments

9/4/2015	Payment	Credit Card payment	3,440.40
9/4/2015	Write-off	Discount	937.81
		Sub-total Payments:	4,378.21

Statement Total	1,629.00
Total Payments	4,378.21
Courtesy Discount:	0.00
Total Now Due:	1,629.00

Total Due Aging Statement

Total Due	Less than 30 Days	30 Days Past Due	60 Days Past Due	90+ days past due
1,629.00	0.00	0.00	0.00	0.00

Payment is Due Upon Receipt
Tax ID Number: 27-0289494
Please Make Checks to Brooks Hubley LLP
Please Include Invoice Number on Check

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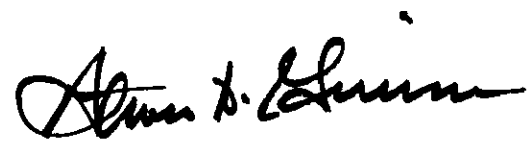

CLERK OF THE COURT

EXMT
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Attorney for Defendant, Raina L. Martin

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, vs. RAINA L. MARTIN, Defendant.	Case No.: D-15-509045-D Dept No.: C Date of Hearing: Time of Hearing: **DEFENDANT'S EX PARTE APPLICATION TO CONSOLIDATE HEARINGS**

DEFENDANT'S EX PARTE APPLICATION TO CONSOLIDATE HEARINGS

Raina Martin ("Defendant") respectfully moves this Court to consolidate the hearing on the Order to Show Cause scheduled for October 28, 2015 at 11:00 a.m. with Defendant's Motion Defendant's Motion to Enforce Settlement Agreement, for Attorney's Fees and Costs, and other Related Relief currently scheduled for December 9,

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2015 at 9 a.m., so that both matters may be heard on October 28, 2015 at 11:00 a.m.

This ex parte motion is supported by the accompanying memorandum of points and authorities, the declaration of Ramir M. Hernandez, Esq. the pleadings and papers already on file, and any other arguments presented to this Court at or before the hearing on First Service's motion.

Dated: October 16, 2015

BROOKS HUBLEY, LLP

By: _____

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

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DECLARATION OF COUNSEL PURSUANT TO NRS 53.045 AND EDCR 2.26

I, Ramir M. Hernandez, Esq., pursuant to NRS 53.045 and EDCR 2.34, declare as follows

1. I am the attorney of record for Defendant Raina Martin in Martin v. Martin, Case No. D-15-509045-D.

2. On October 8, 2015, this honorable Court issued an Order to Show Cause to the parties to explain why a Decree of Divorce had not been entered in the case. The Court set the hearing for the Order to Show Cause for October 28, 2015.

3. Immediately after receiving the order, I contacted opposing counsel to discuss the Order to Show Cause. Opposing counsel informed me that because of Plaintiff's refusal to sign the Decree of Divorce, her firm would be withdrawing as counsel of record.

4. On October 13, 2015, Plaintiff's counsel filed a Motion to Withdraw as Counsel. The Court set the hearing date for that motion as December 8, 2015 at 9:00 a.m.

5. On October 15, 2015, Plaintiff's counsel filed an Ex Parte Motion for an Order Shortening Time so that the hearing on the Motion to Withdraw Counsel would be heard on the same date as the Order to Show Cause.

6. On October 15, 2015, I filed Defendant's Motion to Enforce Settlement Agreement, for Attorney's Fees and Costs, and other Related Relief ("Motion to Enforce"). The Court set the date for the hearing is December 9, 2015 at 9 a.m.

7. The issues raised in the Motion to Enforce address directly on point the issues raised in the Order to Show Cause as they explain that the parties have not presented a Decree of Divorce for the Court to sign because of Plaintiff's refusal to sign

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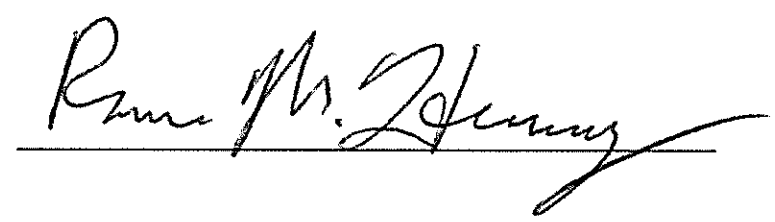
the Decree that his attorney drafted. The Motion to Enforce requests that this Court sign the Decree based on the written settlement agreement of the parties.

8. Good cause exists to consolidate the hearing on the Order to Show Cause with the hearing on the Motion to Enforce as they both address the exact same issues and would resolve the outstanding issues in this case. Moreover, consolidation would provide for greater judicial efficiency as having two hearing on the same issues would be overly duplicative.

I declare under penalty of perjury under the laws of the state of Nevada, that the foregoing is true and correct.

Executed on October 16, 2015.



RAMIR M. HERNANDEZ, ESQ.

MEMORANDUM OF POINTS AND AUTHORITIES

I. LEGAL STANDARD AND ARGUMENT

EDCR 2.26 allows for ex parte motion on an order shortening time if accompanied by the declaration of counsel. Although this is styled as a Motion to Consolidate, EDCR 2.26 applies because this is an ex parte motion and moves to shorten the time of one of the hearings. As the declaration of counsel demonstrated, good cause exists to grant the instant motion because the hearing on the Motion to Enforce addresses directly the issues raised in the order to show cause. Thus, the Court should grant the Motion to Consolidate the Hearings.

///

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II. CONCLUSION

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

1) For an Order consolidating the hearing on the Order to Show Cause scheduled to be held on October 28, 2015 at 11:00 a.m. with the hearing on the Motion to Enforce Settlement Agreement, for Attorney's Fees and Costs, and other Related Relief, currently scheduled to be heard on December 9, 2015 at 9 a.m., so that both may be heard on October 28, 2015 at 11:00 a.m.

2) For all other relief this Court deems just and appropriate.

Dated October 16, 2015.

BROOKS HUBLEY, LLP

By: _____

Gregg A. Hubley, Esq.
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Ramir M. Hernandez, Esq.
Nevada Bar No. 13146
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Las Vegas, NV 89134
Attorneys for Defendant

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CERTIFICATE OF SERVICE

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

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

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

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 23 day of October, 2015, at Las Vegas, Nevada.

Dana K. Taylor
An Employee of BROOKS HUBLEY, LLP

BROOKS HUBLEY, LLP
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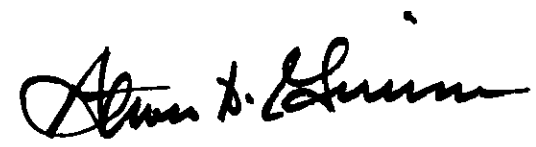

CLERK OF THE COURT

NOEJ
Gregg A. Hubley, Esq.
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rhernandez@brookshubley.com
Attorney for Defendant, Raina L. Martin

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

NOTICE OF ENTRY OF ORDER

TO: All Interested Parties.

PLEASE TAKE NOTICE that an **Order Consolidating Hearings** was entered in the above-entitled action on October 23, 2015,

///

///

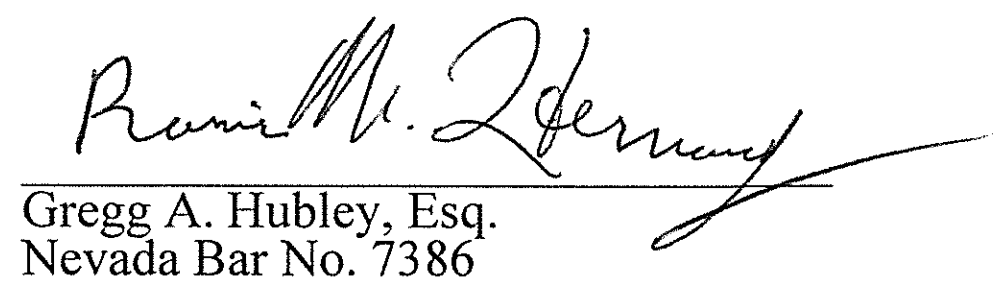
///

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

a copy of which is attached hereto.

Dated this 26th day of October, 2015.

BROOKS HUBLEY, LLP



Gregg A. Hubley, Esq.
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Ramir M. Hernandez, Esq.
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Attorneys for Defendant

BROOKS HUBLEY, LLP
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TELEPHONE: (702) 851-1191 FAX: (702) 851-1198

CERTIFICATE OF SERVICE

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

Brooks Hubley, LLP

Contact	Email
Dana K. Taylor	dtaylor@brookshubley.com
Efile desk at Brooks Hubley	efile@brookshubley.com
Ramir M. Hernandez, Esq.	rhernandez@brookshubley.com

Standish Naimi Law Group

Contact	Email
Angela Romero	angela@standishnaimi.com
Francesca M. Resch, Esq.	francesca@standishnaimi.com
Jason Naimi, Esq.	jason@standishnaimi.com

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

Dana K. Taylor

An Employee of BROOKS HUBLEY, LLP

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CLERK OF THE COURT

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

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DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

ORDER CONSOLIDATING HEARINGS

Upon the Declaration of Ramir M. Hernandez and the show of good cause, **IT IS HEREBY ORDERED** that the hearing on the Order to Show Cause in the above matter currently scheduled for October 28, 2015 at 11:00 a.m. will be consolidated with Defendant's Motion to Enforce Settlement Agreement, for Attorney's Fees and Costs, and other Related Relief, currently scheduled to be heard on December 9, 2015 at 9:00 a.m., so that both may be

heard on October 28, 2015 at 11:00 a.m.

DATE: October 23rd, 2015

DISTRICT COURT JUDGE

CAM

Respectfully submitted by:
BROOKS HUBLEY, LLP

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

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CLERK OF THE COURT

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Fax: (702) 851-1198
Attorney for Defendant, Raina L. Martin

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, vs. RAINA L. MARTIN, Defendant.	Case No.: D-15-509045-D Dept No.: C Date of Hearing: October 28, 2018 Time of Hearing: 11:00 a.m. **RECEIPT OF COPY**

RECEIPT OF COPY

RECEIPT OF A COPY of the foregoing *Defendant's Ex Parte Application to Consolidate Hearings; Order Consolidating Hearings;* and *Defendant's Supplemental Exhibit in Support of Defendant's Motion to Enforce Settlement Agreement, for Attorney's Fees and Costs and for Other Related Relief* is hereby acknowledged this 26 day of October, 2015.

Jason Naimi, Esq.
Nevada Bar No.
STANDISH NAIMI LAW GROUP
1635 Village Center Circle, Ste. 180
Las Vegas, Nevada 89134
Attorney for Plaintiff

BROOKS HUBLEY, LLP
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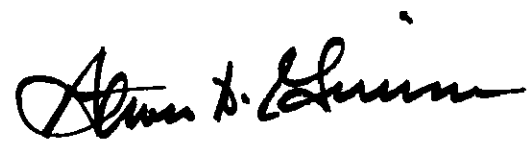

CLERK OF THE COURT

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

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

AMENDED

AFFIDAVIT OF RESIDENT WITNESS

STATE OF NEVADA)
ss
COUNT OF CLARK)

1. That I, ANTHONY BRICKER, do hereby solemnly swear to testify to the truth, the whole truth and nothing but the truth.

2. That I live at 11181 MEZZANA ST. LAS VEGAS, Nevada 89141, and have lived in Clark County, Nevada since 09/2000.

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

3. That I first moved to Clark County, Nevada on (approximate date) 09/2000. It is my intention to live in Clark County for the foreseeable future.

4. That I am personally acquainted with Defendant, RAINA L. MARTIN and I have known RAINA L. MARTIN for 4 year/s.

5. I am a friend of RAINA L. MARTIN, and I have seen the Defendant physically present in Clark County, Nevada approximately four to five times per week.

6. That I first saw the Defendant in Clark County, Nevada on (approximate date) 07/2011.

7. That I know of my own knowledge that the Defendant is an actual bona fide resident of Clark County, Nevada, as I have known her to reside at 11181 MEZZANA ST. Las Vegas, Nevada 89141 since JAN of 2012.

DATED this 27 day of OCTOBER, 2015.

Signature.

ANTHONY E. BECKER

Print Name.

SWORN and SUBSCRIBED before me

this 27th day of October, 2015.

Dana K. Taylor

NOTARY PUBLIC

DANA K. TAYLOR
Notary Public, State of Nevada
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

BROOKS HUBLEY, LLP
1645 VILLAGE CENTER CIRCLE, SUITE 200, LAS VEGAS, NV 89134
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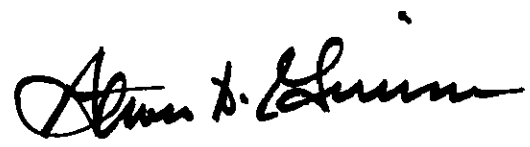

CLERK OF THE COURT

RSDD
Jason Naimi, Esq.
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jason@standishnaimi.com
Francesca M. Resch, Esq.
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Fax: (702) 998-7460
Attorneys for Plaintiff

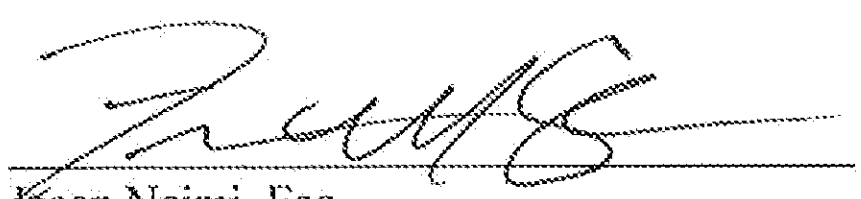
DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045 DEPT. NO.: C

REQUEST FOR SUMMARY DISPOSITION OF DECREE OF DIVORCE

COMES NOW Plaintiff, ERICH M. MARTIN, by and through his respective counsel of record, JASON NAIMI, ESQ. of STANDISH NAIMI LAW GROUP and requests this Court for a summary disposition for a Decree of Divorce without a hearing.

Respectfully Submitted by:
STANDISH NAIMI LAW GROUP



Jason Naimi, Esq.
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Francesca M. Resch, Esq.
Nevada Bar No. 13011
1635 Village Center Circle, Ste. 180
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(702) 998-9344
Attorneys for Plaintiff

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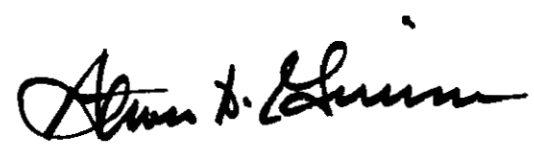

CLERK OF THE COURT

NOTC
Jason Naimi, Esq.
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Fax: (702) 998-7460
Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION

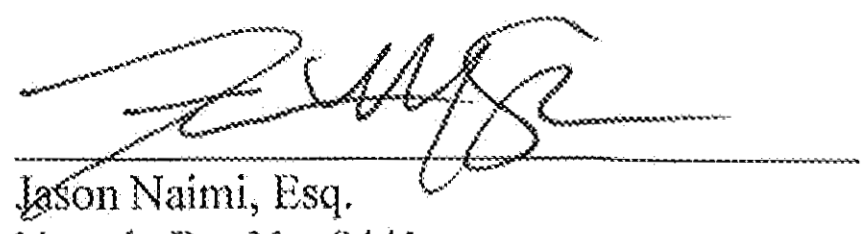
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, vs. RAINA L. MARTIN, Defendant.	CASE NO: D-15-509045-D DEPT. NO.: C **NOTICE OF TELEPHONIC APPEARANCE**

TO: ALL PARTIES INTERESTED HEREIN:

Please be advised that Plaintiff, ERICH M. MARTIN, in the above-referenced matter currently resides in Wyoming and therefore, will be appearing telephonically at the following phone number: (719) 964-4784 for the hearing set for October 28, 2015 at 11:00 a.m.

DATED this 27 day of October, 2015.



Jason Naimi, Esq.
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Francesca M Resch, Esq.
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(702) 998-9344 Tel.
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Attorneys for Plaintiff

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Telephone: (702) 998-9344 Fax: (702) 998-7460

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

CERTIFICATE OF SERVICE

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

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

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

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

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

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

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

Attorney for Defendant

ANGELA ROMERO
An employee of Standish Naimi Law Group

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DISTRICT COURT
CLARK COUNTY, NEVADA

Divorce - Complaint **COURT MINUTES** October 28, 2015

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

October 28, 2015 **11:00 AM** **All Pending Motions**

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

COURT CLERK: Kathleen Boyle

PARTIES:
Erich Martin, Plaintiff, Counter Defendant, present — Pro Se
Nathan Martin, Subject Minor, not present
Raina Martin, Defendant, Counter Claimant, not present — Ramir Hernandez, Attorney, present

JOURNAL ENTRIES

- ORDER TO SHOW CAUSE: June 2, 2015 DECREE...MOTION TO WITHDRAW AS COUNSEL OF RECORD...DEFENDANT'S MOTION TO ENFORCE SETTLEMENT AGREEMENT, FOR ATTORNEY'S FEES AND COSTS, AND FOR OTHER RELATED RELIEF

Francesca Resch, Bar #13011, appeared on behalf of Mr. Naimi, to represent Plaintiff.

Plaintiff appeared by telephone. Defendant was not present.

Ms. Resch said the Decree had been submitted to the Court, and therefore, the Order to Show Cause and the Motion to Enforce were moot. Mr. Hernandez said he was seeking attorney fees for having to file a Motion and come to Court. Mr. Hernandez said the Decree was signed in September, and they believed everything was taken care of. After filing the Motion, Plaintiff finally signed the Decree. Mr. Hernandez said he was seeking fees in the amount of $1,622.00.

Ms. Resch said her office had not received the signed Decree from Plaintiff until October 20, 2015.

Plaintiff said he would be willing to pay $400.00 towards Defendant's attorney fees.

Upon Court's inquiry, Plaintiff said he did not object to his attorney withdrawing. Order to Withdraw as Attorney of Record SIGNED IN OPEN COURT and returned to Ms. Resch for filing.

COURT ORDERED, the Court will review the documents, and make a determination regarding an award of fees to Defendant.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: December 08, 2015 9:00 AM Motion

Canceled: December 09, 2015 9:00 AM Motion to Enforce

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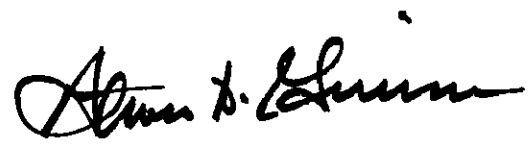

CLERK OF THE COURT

OWAR
Jason Naimi, Esq.
Nevada Bar No. 9441
jason@standishnaimi.com
Francesca M. Resch, Esq.
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Fax: (702) 998-7460
Attorneys for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

ORDER TO WITHDRAW AS COUNSEL OF RECORD

Jason Naimi, Esq.'s *Motion To Withdraw as Counsel of Record* was filed on October 13, 2015, the Court having heard arguments from counsel and reviewed the pleadings and other documents filed in this case by all parties hereto, and good cause appearing therefore, this Court finds as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Jason Naimi, Esq.'s request to withdraw as counsel of record for Plaintiff, ERICH M. MARTIN, is hereby granted.

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STANDISH NAIMI LAW GROUP
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Telephone: (702) 998-9344 Fax: (702) 998-7460

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all subsequent pleadings and correspondence regarding the aforementioned case are to be forwarded directly to Plaintiff, Erich M. Martin, in Proper Person at the following contact information:

ERICH M. MARTIN
1012 E. Lyons Street
Laramie, WY 82072
Tel.: (719) 964-4784
Email: emarti26@uwyo.edu
Plaintiff

Dated this 23rd day of Oct, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by:

STANDISH NAIMI LAW GROUP

Jason Naimi, Esq.
Nevada State Bar No. 9441
Francesca M. Resch, Esq.
Nevada State Bar No. 13011
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Fax: (702) 998-7460
Attorneys for Plaintiff

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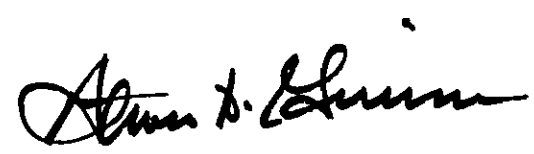

CLERK OF THE COURT

NEOJ
Jason Naimi, Esq.
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Francesca M. Resch, Esq.
Nevada State Bar No. 13011
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DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

NOTICE OF ENTRY OF ORDER TO WITHDRAW AS COUNSEL OF RECORD

TO: RAINA L.MARTIN, Defendant;

TO: RAMIR M. HERNANDEZ, ESQ., attorney for Defendant; and

TO: ERICH M. MARTIN, Plaintiff.

PLEASE TAKE NOTICE that the Order to Withdraw as Counsel of Record from the hearing that took place on October 28, 2015 at 11:00 a.m., was duly entered in the above-referenced case on October 28, 2015.

DATED this _3rd_ day of November, 2015.

/s/ Jason Naimi, Esq.
Jason Naimi, Esq.
Nevada State Bar No. 009441
Francesca M. Resch, Esq.
Nevada State Bar No. 13011
Attorneys for Plaintiff

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Telephone: (702) 998-9344 Fax: (702) 998-7460

CERTIFICATE OF SERVICE

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

On November _3rd___, 2015, I served the foregoing, **NOTICE OF ENTRY OF ORDER TO WITHDRAW AS COUNSEL OF RECORD**, on the following, pursant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system: and/or by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

Ramir M. Hernandez, Esq. BROOKS HUBLEY, LLP 1645 Village Center Circle, Ste. 200 Las Vegas, NV 89134 (702) 851-1191 Phone (702) 851-1198 Fax rhernandez@brookshubley.com Attorney for Defendant	ERICH M. MARTIN 1012 E. Lyons Street Laramie, WY 82072 Plaintiff

and placing the same in the mail bin at the firm's office services.

I am readily familiar with the firm's practice of collection and processing mail. Under that practice it is deposited with the U. S. Postal Service on the same day it is placed in the mail bin, with postage thereon fully prepaid at Las Vegas, Nevada, in the ordinary course of business.

I certify under penalty of perjury that the foregoing is true and correct, and that this Certificate of Service is executed by me this __3rd_____ day of November, 2015, in Las Vegas, Nevada.

/s/ Angela Romero
ANGELA ROMERO
An employee of Standish Naimi Law Group

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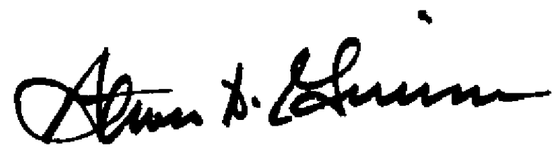

CLERK OF THE COURT

OWAR
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jason@standishnaimi.com
Francesca M. Resch, Esq.
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Fax: (702) 998-7460
Attorneys for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

ORDER TO WITHDRAW AS COUNSEL OF RECORD

Jason Naimi, Esq.'s *Motion To Withdraw as Counsel of Record* was filed on October 13, 2015, the Court having heard arguments from counsel and reviewed the pleadings and other documents filed in this case by all parties hereto, and good cause appearing therefore, this Court finds as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Jason Naimi, Esq.'s request to withdraw as counsel of record for Plaintiff, ERICH M. MARTIN, is hereby granted.

///

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Telephone: (702) 998-9344 Fax: (702) 998-7460

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all subsequent pleadings and correspondence regarding the aforementioned case are to be forwarded directly to Plaintiff, Erich M. Martin, in Proper Person at the following contact information:

ERICH M. MARTIN
1012 E. Lyons Street
Laramie, WY 82072
Tel.: (719) 964-4784
Email: emarti26@uwyo.edu
Plaintiff

Dated this 28th day of Oct, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by:

STANDISH NAIMI LAW GROUP

Jason Naimi, Esq.
Nevada State Bar No. 9441
Francesca M. Resch, Esq.
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Attorneys for Plaintiff

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CLERK OF THE COURT

DECR
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Attorneys for Plaintiff

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045 DEPT. NO.: C

DECREE OF DIVORCE

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

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

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.

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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.

I. **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.

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

MEDICAL HEALTH INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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ASSETS

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

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

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

1. Any bank accounts, retirement accounts and other financial institution accounts titled in Erich's name alone or held jointly with anyone other than Raina.
2. The Thrift Savings Plan in Erich's name alone, account ending in 54177.
3. The IRA in Erich's name alone.
4. 2014 Ford F-150, subject to any and all encumbrances.
5. 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 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.
6. All personal property in Erich's possession or control, including but not limited to household furniture, furnishings, appliances, electronics, jewelry, clothing, and memorabilia.

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

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

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

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

DEBTS

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

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

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

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

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

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

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party agrees that if any claim, action or proceeding is brought seeking to hold the other party liable on account of any debt, obligation, liability, act or omission assumed by the other party, such party 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.

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

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

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

ALIMONY

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

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

TAXES

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

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

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

> **Circular 230 Disclosure:** To ensure compliance with recently-enacted U.S. Treasury Department Regulations, the parties are advised that, unless otherwise expressly indicated, any federal tax advice that may be in this Decree of Divorce, or which otherwise may pertain to 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.

MISCELLANEOUS

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

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

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

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

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

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

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

Dated this 5th day of NOV., 2015.

DISTRICT COURT JUDGE

Respectfully submitted by:
STANDISH NAIMI LAW GROUP

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Erich Martin, Plaintiff

Raina Martin, Defendant

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

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

Dated this ____ day of _____, 2015.

_____
DISTRICT COURT JUDGE

Respectfully submitted by:
STANDISH NAIMI LAW GROUP

_____
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Email: jason@standishnaimi.com
Attorneys for Plaintiff

_____
Erich Martin, Plaintiff

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

_____
Ramir Hernandez, Esq.
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Email: rhernandez@brookshubley.com
Attorney for Defendant

_____
Raina Martin, Defendant

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ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 4th 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

Nevada.
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

DANA K. TAYLOR
Notary Public, State of Nevada
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

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ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF Albany)

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.

Connor Faran - Notary Public
County of Albany
State of Wyoming
My Commission Expires July 1, 2017

Notary Public

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STATUTORY PROVISIONS

NOTICE IS HEREBY GIVEN that, pursuant to NRS 125C.200, as amended by AB No. 263, Section 16:

1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent shall, before relocating:

(a) Attempt to obtain the written consent of the noncustodial parent to relocate with the child; and

(b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child.

2. The court may award reasonable attorney's fees and costs to the custodial parent if the court finds that the noncustodial parent refused to consent to the custodial parent's relocation with the child:

(a) Without having reasonable grounds for such refusal; or

(b) For the purpose of harassing the custodial parent.

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

REBECCA L. BURTON
DISTRICT JUDGE
FAMILY DIVISION, DEPT. C
LAS VEGAS, NV 89101-2408

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DISTRICT COURT
CLARK COUNTY, NEVADA

Divorce - Complaint **COURT MINUTES** November 09, 2015

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

November 09, 2015 **10:30 AM** **Minute Order**

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

COURT CLERK: Michelle Prescott

PARTIES:
Erich Martin, Plaintiff, Counter Defendant, not present Pro Se
Nathan Martin, Subject Minor, not present
Raina Martin, Defendant, Counter Claimant, not present Ramir Hernandez, Attorney, not present

JOURNAL ENTRIES

- MINUTE ORDER

CASE NO. D-15-509045-D
Erich M. Martin v. Raina L. Martin

COURT FINDS that on June 2, 2015, this matter was before the Court for Case Management Conference at which time Attorney Francesca Resch represented that the matter had been resolved and a Decree of Divorce was forthcoming.

COURT FINDS that by October 8, 2015, a Decree of Divorce had not been submitted. Accordingly, the Court issued its Order to Show Cause in response to which counsel for Plaintiff/Erich filed a Motion to Withdraw with a request for an Order Shortening Time and Defendant/Raina filed a Motion to Enforce Settlement Agreement, for Attorney s Fees and Costs, and for other Related Relief.

COURT FINDS that on October 28, 2015, the matter was heard. By that time, the Decree of Divorce had been submitted signed by both parties and their attorneys. Nevertheless, Defendant/Raina

requested attorney s fees in the amount of $1,622.00. The Court indicated that it would review the matter and issue a Minute Order if it was inclined to entertain the issue of attorney s fees.

COURT FINDS that pursuant to Dimick v. Dimick, 112 Nev. 402 (1996), an award of attorney s fees is not appropriate where the matter has been resolved by Plaintiff/Erich s signature on the Decree of Divorce prior to the hearing of Defendant/Raina s Motion to Enforce Settlement Agreement.

THEREFORE, THE COURT HEREBY ORDERS that Defendant/Raina s request for attorney s fees is denied.

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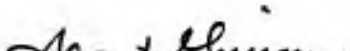

CLERK OF THE COURT

NED
Jason Naimi, Esq.
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Francesca M. Resch, Esq.
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DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

NOTICE OF ENTRY OF DECREE OF DIVORCE

TO: ERICH M. MARTIN, Plaintiff;

TO: RAINA L. MARTIN, Defendant; and

TO: RAMIR M. HERNANDEZ, ESQ., attorney for Defendant.

PLEASE TAKE NOTICE that the Decree of Divorce was duly entered in the above-referenced case on the 5th day of November, 2015.

DATED this 10th day of November, 2015.

STANDISH NAIMI LAW GROUP

/s/ Jason Naimi, Esq.
JASON NAIMI, ESQ.
Nevada Bar No. 9441
1635 Village Center Circle, Ste. 180
Las Vegas, Nevada 89134

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CERTIFICATE OF SERVICE

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

On November 10th, 2015, I served a copy of the **NOTICE OF ENTRY OF DECREE OF DIVORCE** as follows:

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

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

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

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

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Attorney for Defendant

ERICH M. MARTIN
1012 E. Lyons Street
Laramie, WY 82072

Plaintiff

/s/ Angela Romero
ANGELA ROMERO
An employee of Standish Naimi Law Group

ORIGINAL

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CLERK OF THE COURT

DECR
Jason Naimi, Esq.
Nevada State Bar No. 9441
Francesca M. Resch, Esq.
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045 DEPT. NO.: C

DECREE OF DIVORCE

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

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

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.

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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.

I. **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.

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

MEDICAL HEALTH INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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ASSETS

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

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

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

1. Any bank accounts, retirement accounts and other financial institution accounts titled in Erich's name alone or held jointly with anyone other than Raina.
2. The Thrift Savings Plan in Erich's name alone, account ending in 54177.
3. The IRA in Erich's name alone.
4. 2014 Ford F-150, subject to any and all encumbrances.
5. 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 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.
6. All personal property in Erich's possession or control, including but not limited to household furniture, furnishings, appliances, electronics, jewelry, clothing, and memorabilia.

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

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

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

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

DEBTS

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

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

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

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

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

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

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party agrees that if any claim, action or proceeding is brought seeking to hold the other party liable on account of any debt, obligation, liability, act or omission assumed by the other party, such party 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.

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

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

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

ALIMONY

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

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

TAXES

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

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

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

> **Circular 230 Disclosure:** To ensure compliance with recently-enacted U.S. Treasury Department Regulations, the parties are advised that, unless otherwise expressly indicated, any federal tax advice that may be in this Decree of Divorce, or which otherwise may pertain to 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.

MISCELLANEOUS

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

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

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

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

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

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

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

Dated this 5th day of NOV., 2015.

DISTRICT COURT JUDGE

Respectfully submitted by:
STANDISH NAIMI LAW GROUP

Jason Naimi, Esq.
Nevada State Bar No. 9441
Francesca M. Resch, Esq.
Nevada State Bar No. 13011
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Las Vegas, NV 89134
Tel: (702) 998-9344
Fax: (702) 998-7460
Email: jason@standishnaimi.com
Attorneys for Plaintiff

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

Ramir M. Hernandez, Esq.
Nevada State Bar No. 13146
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Las Vegas, Nevada 89134
Tel: (702) 851-1191
Fax: (702) 851-1198
Email: rhernandez@brookshubley.com
Attorney for Defendant

Erich Martin, Plaintiff

Raina Martin, Defendant

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

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

Dated this ____ day of _____, 2015.

_____
DISTRICT COURT JUDGE

Respectfully submitted by:
STANDISH NAIMI LAW GROUP

_____
Jason Naimi, Esq.
Nevada State Bar No. 9441
Francesca M. Resch, Esq.
Nevada State Bar No. 13011
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Fax: (702) 998-7460
Email: jason@standishnaimi.com
Attorneys for Plaintiff

_____
Erich Martin, Plaintiff

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

_____
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Email: rhernandez@brookshubley.com
Attorney for Defendant

_____
Raina Martin, Defendant

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ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 4th 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

Nevada.
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

DANA K. TAYLOR
Notary Public, State of Nevada
Appointment No. 06-103227-1
My Appt. Expires Jul 27, 2017

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ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF Albany)

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.

Connor Faran - Notary Public
County of Albany
State of Wyoming
My Commission Expires July 1, 2017

Notary Public

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STATUTORY PROVISIONS

NOTICE IS HEREBY GIVEN that, pursuant to NRS 125C.200, as amended by AB No. 263, Section 16:

1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent shall, before relocating:

(a) Attempt to obtain the written consent of the noncustodial parent to relocate with the child; and

(b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child.

2. The court may award reasonable attorney's fees and costs to the custodial parent if the court finds that the noncustodial parent refused to consent to the custodial parent's relocation with the child:

(a) Without having reasonable grounds for such refusal; or

(b) For the purpose of harassing the custodial parent.

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

REBECCA L. BURTON
DISTRICT JUDGE
FAMILY DIVISION, DEPT. C
LAS VEGAS, NV 89101-2408

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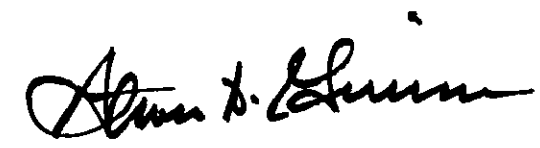

CLERK OF THE COURT

MOT
JOHN T. KELLEHER, ESQ.
Nevada State Bar No. 6012
KELLEHER & KELLEHER, LLC
807 South Seventh Street
Las Vegas, Nevada 89101
Telephone (702) 384-7494
Facsimile (702) 384-7545
kelleherjt@aol.com
Attorney for Plaintiff

DISTRICT COURT - FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE

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

COMES NOW Plaintiff, Erich M. Martin, by and through his attorney, John T. Kelleher, Esq., of the law firm of KELLEHER & KELLEHER, and hereby files this Motion for Order to Show Cause why Defendant should not be held in contempt of court for failure to abide by the Decree of Divorce filed by this Court on November 5, 2015.

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LAW OFFICES
KELLEHER & KELLEHER LLC
807 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
(702) 384-7494

This Motion is made and based upon the pleadings on file herein, the affidavits attached hereto, and the oral argument of counsel at the time of hearing.

DATED this 26 day of MAY, 2016.

KELLEHER & KELLEHER, LLC

By: _____

JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
807 South Seventh Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

NOTICE OF MOTION

TO: RAINA L. MARTIN, Defendant herein;

TO: RAMIR M. HERNANDEZ, ESQ. Attorney for Defendant

PLEASE TAKE NOTICE that the above and foregoing MOTION will come on for hearing before the above- entitled court on the 07 day of July, 2016 at the hour of 9:00 o'clock A.m. before Department "C" of the Family Court Division, 601 North Pecos Road, Las Vegas, Nevada 89101; or as soon as counsel can be heard.

DATED this 26 day of MAY, 2016.

KELLEHER & KELLEHER, LLC

By: _____

JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
807 South Seventh Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

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LAW OFFICES
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POINTS AND AUTHORITIES

I.

STATEMENT OF THE FACTS

Plaintiff Erich M. Martin ("Erich") and Defendant Raina L. Martin ("Defendant") were married in Cumberland County, North Carolina April 1, 2002 and subsequently divorced November 5, 2015. As a result of the marriage, the parties have one (1) minor child, Nathan L. Martin ("Nathan"), born August 24, 2010.

The parties' Decree of Divorce ("Decree") grants joint legal custody of Nathan to the parties. *See* Decree at 2:19-20. Regarding joint legal custody, the Decree states 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 . . . ." *Id.* at 2:22-23.
>
> "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." *Id.* at 2:24-25.
>
> "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 [*sic*] current schools until further order of the court . . . ." *Id.* at 2:25-27.
>
> "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." *Id.* at 3:1-4.
>
> "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 [*sic*] 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." *Id.* at 3:5-8.
>
> "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." *Id.* at 3:9-10.
>
> "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

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conversations . . . ." *Id.* at 3:11-12.

> "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." *Id.* at 3:14-16.

Additionally, the Decree grants Defendant primary physical custody of Nathan, subject to Erich's right of visitation. *Id.* at 3:20-21. Erich's right of visitation consists of a two (2) week block and a three (3) week block of visitation with Nathan during the summer in 2016. *Id.* at 3:25-27. Erich is also entitled to "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." *Id.* at 4:5-9. Nathan also should spend Spring Break each year with Erich according to the Decree and both parties should have "telephonic communication" with Nathan each night when not exercising visitation time for no more than ten (10) minutes. *Id.* at 5:3-5, 19-21. Additionally, the Decree orders the parties to "share the costs of Nathan's travels for his visitations with Erich . . . . *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 . . . ." *Id.* at 7:21-22. (Emphasis added.)

DEFENDANT IS WITHHOLDING VISITATION TIME FROM ERICH

Erich currently lives in Fort Collins Colorado. This requires Nathan to fly between Nevada and Colorado for visitation time. Because Nathan is five (5) years old, he is allowed to fly unaccompanied so long as the parties pay a $50.00 fee each time Nathan flies unaccompanied. *See* Southwest Airlines Unaccompanied Minors Policy, attached as **Exhibit 1**.

On February 4, 2016, Defendant emailed Erich insisting certain requirements be met before "any further visitations" between Nathan and Erich would occur. *See* February 4, 2016 Emails between parties, attached as **Exhibit 2**. Those requirements included: 1.) Erich establishing and paying into a QDRO; 2.) Erich "catch[ing]-up on payments not made" for Nathan's schooling; 3.) Erich allowing Nathan to speak with Defendant longer than mandated by the Decree; 4.) Erich providing Defendant with a return flight itinerary; and 5.) Erich paying $100.00 for a chaperone fee required for Nathan to fly unaccompanied. Defendant stated to Erich, "If you are able to complete

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all of the items listed, I will be more than happy to abide by the decree and send him [Nathan] to you safely." *Id.*

As a result of Erich supposedly not complying with her requirements, Defendant withheld Nathan from Erich for the 2016 Spring Break Holiday. She has also withheld Nathan from Erich each month since February, in spite of the Decree's requirement that Erich be provided visitation with Nathan every month during the school year. *See* Decree at 4:5-6. Furthermore, Defendant has ignored Erich's requests to see Nathan from May 26 through June 10 for summer visitation. Based upon Defendant's pattern of withholding parent time, Erich worries that Defendant will not allow Nathan to travel to see him this summer.

Erich has made repeated attempts to work with Defendant in order to see Nathan. On February 4, 2016, Erich responded to Defendant's email that she would no longer allow Nathan to see Erich. As part of his response, Erich explained to Defendant that he is currently investigating setting up a QDRO since, according to communications between him and his employer, the U.S. military, no QDRO "needs to be completed" in order to divide retirement funds. *See* Exhibit 2. In point of fact, Erich is correct. No QDRO needs to be completed for the U.S. military.

Additionally, Erich is paying Nathan's school payments each month. Prior to late January 2016, Defendant had not provided any receipts for Nathan's schooling. Once Erich received receipts from Defendant, he began paying his half of the cost and providing back payments for months he had missed as a result of Defendant's failure to provide him with receipts. As of April 29, 2016, Erich was caught up on school payments for Nathan, in spite of Defendant's delay in providing him receipts.

Furthermore, many of Defendant's requirements are contrary to the terms of the parties' Decree. For example, Defendant asks that Erich allow Nathan to talk with her each night without having him hang up. *See* Exhibit 2. According to the Decree, however, Nathan is not allowed to talk to the non-custodial parent for longer than a ten (10) minute period each night. *See* Decree at 5:19-21. Were Erich to comply with Defendant's request, Erich would be in violation of the parties' Decree.

Defendant's demand that Erich pay the unaccompanied minor fee is also in violation of the

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Decree. According to the Decree, "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 . . . ." *Id.* at 7:21-22. At five (5) years old, Nathan is able to fly unaccompanied and the fees associated with doing so should be split by the parties.

In spite of Erich's attempts to work patiently with Defendant and in spite of Defendant's clear violations of the Decree, Defendant responded to Erich's February 4, 2016 letter asking for his allotted parent time stating simply, "Get an attorney then." *See* Exhibit 2.

Since her suggestion to Erich to obtain counsel, Defendant has grudgingly allowed Erich to see Nathan for two (2) weeks during the summer as part of his visitation time. Defendant is forcing Erich, however, to travel to Nevada to pick Nathan up, however, rather than sending Nathan to Erich as ordered by this Court in the parties' Decree. *Id.* at 7:19-21. As a result, Erich has been forced to incur and extra $300.00 in transportation costs that would not normally have been necessary in order to visit Nathan.

DEFENDANT IS IN VIOLATION OF HER JOINT LEGAL CUSTODY RESPONSIBILITIES

In December 2015, Defendant scheduled surgery for Nathan without obtaining prior consent from Erich. Nathan underwent that surgery on December 28, 2015, interfering with Erich's scheduled parent time. In order to see Nathan, Erich drove to Las Vegas before Nathan's surgery to see him. Erich's scheduled parent time was set to begin December 26, 2016. Defendant informed Erich, however, that Nathan would not be in Nevada until 4:30 p.m. on December 27, 2016, due to Defendant's family vacation over the holiday. As a result of Defendant's behavior, Erich was only able to exercise his visitation on the afternoon of December 27 since Nathan's surgery was scheduled for 6:00 a.m. the next day. By scheduling surgery and a family vacation during Erich's visitation time, Defendant severely limited Erich's ability to see Nathan over the Christmas holiday.

Defendant's unilateral decision to schedule Nathan for surgery without Erich's knowledge or consent is typical behavior. Since the divorce, Defendant has also done the following:

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- Enrolled Nathan in year-round school without informing Erich;
- Failed to inform Erich regarding day care providers, school pictures, report cards, and school plays;
- Refused to inform Erich regarding Nathan's sports schedule, instead telling Erich to "call the league and figure it out" himself; and
- Refused to provide Erich with travel information regarding Nathan, including when Nathan leaves the state, when Nathan sleeps over at his grandparent's house, or when Nathan sleeps over at Tony's ex-wife's house. (Tony is Defendant's current boyfriend.)

Additionally, Defendant does not list Erich on any of Nathan's school records as a parent. Each time Erich calls Nathan's school, Wallin Elementary, he is denied any information regarding Nathan since he is not named as Nathan's father. In spite of the Decree granting "access to . . . school records pertaining to" Nathan to both parents, Erich is denied access at every turn. *See* Decree at 2:24-25. Similarly, Defendant refuses to disclose the name of Nathan's daycare to Erich, ensuring, yet again, that Erich is denied access to any information regarding Nathan's progress or care.

Defendant also attempts to alienate Nathan from Erich. For example, Defendant has refused multiple times to let Erich and Nathan talk over Face Time. When she does allow Erich to Face Time Nathan, she often demeans Erich in front of Nathan during the conversation. Defendant also does not allow Nathan to speak in private to Erich during telephone or Face Time conversations and frequently coaches Nathan to call Tony his "real dad." On May 11, 2016, Defendant hung up the phone during a conversation between Erich and Nathan when Erich tried correcting Nathan, telling him that he was Nathan's father.

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II.

LEGAL ANALYSIS

A. DEFENDANT SHOULD BE HELD IN CONTEMPT OF COURT

Pursuant to **NRS 22.010(3)** the following acts or omissions shall be deemed contempt:

> 1. Disorderly, contemptuous or insolent behavior toward the judge while he is holding court, or engaged in his judicial duties at chambers, or toward masters or arbitrators while sitting on a reference or arbitration, or other judicial proceeding.
> 2. A breach of the peace, boisterous conduct or violent disturbance in the presence of the court, or in its immediate vicinity, tending to interrupt the due course of the trial or other judicial proceeding.
> 3. **Disobedience or resistance to any lawful writ, order , rule or process issued by the court or judge at chambers.**
> 4. Disobedience of a Subpoena duly served, or refusing to be sworn or answer as a witness.
> 5. Rescuing any persons or property in the custody of an officer by virtue of an order or process of such court or judge at chambers.
> 6. Disobedience of the order or direction of the court made pending the trial of an action, in speaking to or in the presence of a juror concerning an action in which the juror has been impaneled to determine, or in any manner approaching or interfering with such juror with the intent to influence his verdict.
> 7. Abusing the process or proceedings of the court or falsely pretending to act under the authority of an order or process of the court.

(Emphasis added).

NRS 22.100 sets forth the penalties if a party is found in contempt of court:

> 1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeded against is guilty of the contempt charged.
>
> 2. Except as otherwise provided in NRS 22.110, if a person is found guilty of contempt, a **fine may be imposed on the person not exceeding $500 or the person may be imprisoned not exceeding 25 days, or both.**
>
> 3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may require the person to pay to the party seeking to enforce the writ, order, rule or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.

The parties' Decree is clear and unambiguous. The terms used clearly grant Erich visitation time once each month, during the summer, and over Spring Break. The Decree also requires the parties to split the cost of Nathan's travel for visitation. Furthermore, the Decree grants the parties

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joint legal custody, something which Defendant has refused to comply with based on her alienating acts and refusal to inform Erich about Nathan's health care or schooling. Based on the above statutes, the facts set forth above, and Erich's affidavit attached hereto, Defendant should be held in contempt of court for her failure to abide by the court orders set forth in the Statement of Facts and Erich's Affidavit. As outlined above, Defendant has withheld visitation time from Erich; refuses to pay the unaccompanied minor fee required in order for Nathan to travel to Erich's home in Colorado; alienates Nathan from Erich by denying Face Time and phone conversations and coaching Nathan that Erich is not his real father; and prohibits Erich from access to any of Nathan's school or daycare records.

Defendant has disobeyed four (4) lawful Court orders, and should be fined by the Court $2,000.00. The Court should further remind Defendant that should she continue with her obstinance, much harsher sanctions can, and will, be imposed for continued refusals to obey lawful court orders, including jail time.

B. <u>ERICH SHOULD BE AWARDED MAKE UP VISITATION TIME</u>

NRS 125C.020 states that "the court may, if it finds that the noncustodial parent is being wrongfully deprived of his or her right to visit, enter a judgment ordering the custodial parent to permit additional visits to compensate for the visit of which the noncustodial parent was deprived." Although Defendant did allow Erich to make up the visitation time she deprived him of over Nathan's Christmas break in 2015, Defendant has so far not allowed Erich to make up time with Nathan for the nine (9) days of Spring Break she withheld Nathan in March 2016. Defendant also withheld Nathan from Erich during four (4) days of requested visitation. As a result, Defendant should be ordered to permit additional visits to compensate Erich for missed visitation time in the amount of thirteen (13) days.

C. <u>ERICH SHOULD BE REIMBURSED FOR TRAVEL FEES INCURRED AS A RESULT OF DEFENDANT'S REFUSAL TO FOLLOW THE DECREE</u>

Defendant has grudgingly allowed Erich to see Nathan for two (2) weeks during the summer as part of Erich's visitation time but has required Erich to travel to retrieve Nathan rather than allow Nathan to fly to Colorado. Pursuant to the parties' Decree, "the parents shall share the costs of

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Nathan's travels for his visitations with Erich. [Defendant] shall pay for the costs of Nathan to travel to Erich, and Erich shall pay for the costs of Nathan to return to [Defendant]." *See* Decree at 7:19-21. As a result of Defendant's requirement that Erich travel to Nevada to see Nathan, rather than allowing Nathan to fly to Colorado, Erich has incurred an extra $300.00 in costs for visitation with Nathan above the normal costs he and Defendant normally split equally. This Court should order Defendant to reimburse Erich for the extra $300.00 in travel expenses she has forced him to incur.

D. <u>ERICH IS ENTITLED TO ATTORNEY'S FEES</u>

Erich is entitled to attorney's fees for having to bring this action before the Court under a variety of legal theories. Pursuant to *Halbrook v. Halbrook*, 114 Nev. 1455, 971 P.2d 1262 (1998), the power to award attorney fees in divorce actions remains part of the continuing jurisdiction of the Court in post-judgment motions. In light of the Court's authority, EDCR 7.60(b) states:

> (b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:
>
> (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.
> (2) Fails to prepare for a presentation.
> (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.
> (4) Fails or refuses to comply with these rules.
> (5) Fails or refuses to comply with any order of a judge of the court.

Further, upon a finding of contempt, the guilty party may be required "to pay to the party seeking to enforce the writ, order, rule or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

It should be noted Erich attempted to resolve this matter per EDCR 5.11 via his email sent to Defendant on February 4, 2016 and attached hereto. Defendant's response has been to encourage Erich to obtain counsel and to continue to withhold Nathan from visitation time with Erich and it has become necessary to file this Motion.

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III.

CONCLUSION

Based on the foregoing, Plaintiff, Erich M. Martin, respectfully requests this Court grant his Motion in its entirety .

DATED this 25 day of May, 2016.

KELLEHER & KELLEHER, LLC

By: _____
JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
807 South Seventh Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

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AFFIDAVIT OF ERICH MARTIN

STATE OF CO)
) ss.
COUNTY OF Larimer)

Erich Martin, being first duly sworn, deposes and states:

1. That I am a competent witness to testify to the matters contained herein and do so of my own personal knowledge, except as to those items on information and belief, and as to those matters I believe the same to be true.

2. I am the Plaintiff in this action and have read the above and foregoing Motion, and all factual statements set forth therein are true and correct to the best of my knowledge.

3. That I incorporate all factual statements herein as though restated in their entirety, particularly the section entitled, "Statement of the Facts" in this affidavit pursuant to NRCP 10.

4. That my former wife, Raina L. Martin, has prohibited our son Nathan from traveling to visit me in Colorado for visitation time during Christmas Break, Spring Break, and monthly visits.

5. That Defendant has allowed me to exercise my summer visitation with Nathan but only on her terms. Rather than having Nathan flown to me in Colorado, I am forced to travel to pick Nathan up in Nevada. This arrangement is contrary to the terms stipulated in our Decree of Divorce.

6. That Defendant speaks negatively to me in front of Nathan during our conversations together and fails to involve me in important decisions in Nathan's life such as health care and schooling decisions.

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7.I am asking that Defendant be held in contempt and sanctioned for her failure to abide by the provisions in our Decree of Divorce. I would also request attorney's fees for having to bring this matter to the Court.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 26th day of May, 2016.

ERICH MARTIN

Subscribed and Sworn to before me this 26 day of May, 2016.

KRISTA K. SCHWARTZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044002374
MY COMMISSION EXPIRES 1-22-2020

NOTARY PUBLIC in and for said County and State Colorado, Larimer

01/22/2020

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EXHIBIT “1”

Unaccompanied Minors

Your Checklist

- Nonstop or direct flight
- Ages 5 -11
- Pay $50 each way
- Fill out Unaccompanied Minor form
- Bring ID
- Not an international or shared itinerary

Note:

Children ages five through 11 traveling without an accompanying Passenger age 12 or older **must** travel as an Unaccompanied Minor (UM) on Southwest Airlines.

For travel booked on or after April 23, 2010, Southwest Airlines will charge $50 each way ($100 roundtrip) in addition to the air fare per child for UMs to travel.

UMs may only travel on nonstop or direct (makes one or more stops but does not require a change of planes or flight number) flights.

Southwest will not transport UMs on flights that may be diverted or cancelled due to inclement weather or other operational abnormalities.

Southwest Airlines does not provide Unaccompanied Minor service to/from international destinations.

If the flight is during meal times, don't forget to send food or snacks with your child(ren) in case they get hungry, as Southwest does not provide a meal service.

Pets are not permitted to travel with Unaccompanied Minors.

Related Information

Unaccompanied Minors Terms and Conditions

Young Travelers

Preparing Your Child to Travel Alone

Unaccompanied Minor Information Form in PDF format

Traveling with Children

Check Flight Status

Suggest Airport Arrival Times

Need Help?

We're a click away.
Contact Us

Unaccompanied Minors

Before You Go

1. Read the UM Terms and Conditions
2. Book a UM reservation online or by calling 1-800-I-FLY-SWA.
3. Be sure to have the following:
   - The Child's full name
   - Your relationship to the child
   - Address
   - Telephone number(s), including area code
   - Child's date of birth
   - Information about both the parent/guardian dropping off and the one picking him/her up.
   - Contact information for an alternate designee at the child's destination.
4. Make copies of the UM's itinerary for both the UM and the parent/guardian picking up the child in the destination city.
5. Prepare your child to travel as a UM.
6. If the flight is during meal times, don't forget to send food or snacks with your child(ren) in case they get hungry, as Southwest does not provide a meal service.
7. Check the flights that may be diverted or cancelled due to inclement weather or other operational abnormalities.
8. For additional information about what to expect when your child travels alone, please review "When Kids Fly Alone" published by the U.S. Department of Transportation.

At The Airport

Stop at the Southwest Airlines ticket counter. Here the child will receive a UM lanyard and you can obtain an escort pass, which is required to accompany the child through the security checkpoint. Be sure to have the following documents to complete the checkin process:

- A copy of the UM's itinerary
- Proof of the UM's age (birth certificate, etc.)
- Your valid, government-issued ID (required to get an escort pass)

Arrive at the gate no less than 45 minutes prior to the flight's scheduled departure time. Check in with a Southwest Airlines Employee at the gate and advise him/her that you are dropping off a UM.

The UM will preboard the aircraft and be introduced to a Flight Attendant before general boarding begins.

You must stay in the gate area until the UM's flight is in the air.

Call the parent/guardian picking up the UM to let him/her know that the flight has departed.

*Refer to our Suggested Airport Arrival Times to ensure you have enough time at the airport. You must be at the gate no less than 45 minutes prior to the flight's scheduled departure time. Be sure to allow enough time to park the car, obtain your escort pass and the child's UM lanyard, go through security, and check in at the gate.

In The Air

A Flight Attendant will check on the UM periodically, as duties allow, but will not continuously monitor the child throughout the flight.

The UM is required to wear the UM lanyard around his/her neck at all times.

The UM must follow instructions given by Southwest Airlines Employees, including wearing a seatbelt.

Make sure that you and the parent/guardian picking up the UM are available to answer phone calls during the flight time in the event of a flight irregularity.

The UM will be escorted off the plane and taken to meet the parent/guardian at the destination.

At The Destination

1. Stop at the Southwest Airlines ticket counter to obtain an escort pass that will allow you to go through the security checkpoint. The greeting parent/guardian must show a valid, government-issued ID to obtain the pass and meet the UM at the gate.
2. Arrive at the gate no less than 45 minutes prior to the flight's scheduled arrival time. Check in with a Southwest Airlines Employee at the gate and advise him/her that you are picking up a UM.
3. The UM will be escorted off the plane and taken to meet the designated parent/guardian.
4. Call the parent/guardian at the originating city to let him/her know you have picked up the UM.

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Airport Information
Popular Routes
Tarmac Delay Plan
Contract of Carriage
Flight Schedules

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Southwest Vacations
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Charter Services
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Customer Service

FAQ
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Special Assistance
Customers of Size
Traveling with Infants
Traveling with Pets
Purchasing & Refunds
Lost and Found

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Southwest Corporate Travel

Southwest Cargo

EXHIBIT "2"

Subject: FW: FEB 12-15 visit
From: Erich Martin <ghotiboy@hotmail.com>
Date: 5/26/2016 11:54 AM
To: <rdavis@kelleherandkelleher.com>
CC: <emarti26@uwyo.edu>

Ryan,

Here is the email chain in its entirety. Hope this helps!

Thanks,
Erich

Subject: Re: FEB 12-15 visit
From: raina.martin@gmail.com
Date: Thu, 4 Feb 2016 13:15:51 -0800
CC: a6941b@gmail.com
To: ghotiboy@hotmail.com

Get an attorney then.

-Raina

On Feb 4, 2016, at 11:28 AM, Erich Martin <ghotiboy@hotmail.com> wrote:

Raina,

I never received any email from you on Friday 29JAN16. If you will notice, there is no line showing who that email was sent to. It shows who it is from, the date and subject, but nowhere does it show that was sent to me.
In response to the email I received today. Thursday 4 February, 2015:

First: I am not retired yet, and I am currently looking into whether or not a QDRO is required for the military retirement. It is my understanding that it is something that is automatic from the Military and no QDRO needs to be completed. As soon as I have confirmation from HRC one way or another I will be happy to work with you on this.**Regardless, this is not grounds to withhold my visitation rights with Nathan.**

Second: If My obligation for Nathans schooling is half of his tuition for kindergarten then that total should be $900. That is calculated as follows:

July 2015	$50	
Sept 2015	$0.00	as agreed to by You
Oct 2015	$150	

Nov 2015	$150
Dec 2015	$150
Jan 2015	$150
Feb 2015	$150
Total	$800

I have transferred you $200 this month to begin paying back the missed amounts as of 04FEB16 (TODAY).
Being behind on Child support is not grounds for you to withhold my visitation rights with Nathan. For you to do so is illegal.

Third: I will not send you anything in writing pertaining to phone conversations with Nathan. We already have an agreement in the decree. Which states that it is limited to 10 min. I will set a timer from now on. Also it states that both parties will be flexible with rescheduling telephonic communication. So you will need to be flexible with that going forward.
Just like the other issues you have had, this is not grounds to withhold my visitation rights with Nathan.

Fourth: I will provide you with his flight confirmation at the time it is booked. Last month you DID know what time Nathan was arriving into Las Vegas more than a month prior to his flight (text with Julie 14DEC15). It was your responsibility to have yourself or someone there to pick Nathan up. Nathan was never in danger unless you fail make arrangements for him to be picked up on the date and time that you know he is arriving into Las Vegas. You did get the flight number and airline within plenty of time to be at the gate to get Nathan. Going forward Nate will always fly SW unless I let you know differently.

Fifth: I do not owe you any money for Nathan's Chaperon fee. I have overpaid for this and I would like you to put that towards Nathans kindergarten fee. Please see the divorce decree. It states " **UNTIL** Nathan is able to fly unaccompanied, Erich shall be responsible for 100% of any and all chaperone costs associated with Nathan's travels." When Nathan turned 5 he was then able to travel unaccompanied. Therefore, I am no longer required to pay chaperone fees at 100%. It is now a shared cost. You are required to pay any chaperone fees for his trip out to visit me.
Currently, I have paid your costs for Nathan's chaperone fees when he traveled to see me for a total of **$ 200 this was for September 2015 and November 2015**
Please deduct **$ 200.00** from the amount owed to you for Nathans kindergarten fees.
To be Clear on what I owe you
$800 for Nathans Kindergarten fees from August 2015 to include Feb 2016
-$ 400 for money paid to you for Nathans chaperone fees that you were responsible for, and the transfer I made today.
$ 400 Total this is the current past due amount. As stated, I have already transferred to you $200 this month to begin making up for the late payments. I will then send $200 in addition to my payment in March, and $200 additional in April. As of April 2016 there will not be any past due Child Support.

Again, I will reiterate that this has no bearing on my visitation rights with Nathan. You will abide by the Divorce decree and allow me my rightful visitation

with Nathan or you will be in violation of the Law NRS 193.130.
Below I have provided you with some information on the Nevada Laws pertaining to custody and visitation. It is also written in the divorce decree.

In Nevada, if you have been granted visitation rights and/or custody of your child, and the other parent keeps, hides, or removes your child from you in violation of the court order, this could be illegal. If you have joint legal custody and the other parent keeps, hides, or removes your child with the specific intent to deprive you of the parent and child relationship this could be illegal.*
* N.R.S. § 200.359(1)(a),(2)
** N.R.S. § 200.359(1)(b)

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

1. In a dispute concerning the rights of a noncustodial parent to visit his or her child, the court may, if it finds that the noncustodial parent is being wrongfully deprived of his or her right to visit, enter a judgment ordering the custodial parent to permit additional visits to compensate for the visit of which the noncustodial parent was deprived.
2. An additional visit must be:
(a) Of the same type and duration as the wrongfully denied visit;
(b) Taken within 1 year after the wrongfully denied visit; and
(c) At a time chosen by the noncustodial parent.
3. The noncustodial parent must give the court and the custodial parent written notice of his or her intention to make the additional visit at least 7 days before the proposed visit if it is to be on a weekday or weekend and at least 30 days before the proposed visit if it is to be on a holiday or vacation.
(Added to NRS by 1985, 1892)—(Substituted in revision for NRS 125A.300)

NRS 125C.040 Imprisonment for contempt: Violation of condition; failure to return when required.

1. If a custodial parent is imprisoned for contempt pursuant to NRS 125C.030 and violates any condition of that imprisonment, the court may:
(a) Require that the custodial parent be confined to the county jail for the remaining period of his or her sentence; and
(b) Deny the custodial parent the privilege of a temporary release from confinement for his or her employment.
2. A custodial parent, imprisoned for contempt, who fails to return to the jail at the time required by the court after being temporarily released from confinement for his or her employment, may be deemed to have escaped from custody and, if so, the custodial parent is guilty of a misdemeanor.
(Added to NRS by 1985, 1892)—(Substituted in revision for NRS 125A.320)

When parents engage in parental alienation and/or custodial interference, it can be very destructive to not only the targeted parent, but the children involved as well.
Enforcement of parenting agreements and orders helps parents (in particular – non-custodial parents) who are denied access to the children by the high-conflict parent, get their parenting time restored. Sadly, custodial interference is another method of parental alienation and is usually accompanied by "justification" to the children via bad-mouthing the targeted parent.
Enforcement of these order most often involves the family court system. It's treated primarily as a civil matter and that's the venue where the matter is likely going to be heard and addressed. However, if the custodial interference is more serious and is a **parental kidnapping**, criminal authorities, up to and including the Federal Bureau of Investigation (FBI) will eventually become involved.
Once a parenting plan is developed and approved by the court (or the court issues a custody order), all parties are bound to its provisions. Violations of the order/agreement are punishable in a variety of ways and are generally heard through contempt-of-court proceedings. If the violation is serious enough – criminal proceedings involving serious federal kidnapping charges may be pursued.
A question that invariably comes up involves child support. We've often heard or have seen parents want to tie the two together. *"Can I withholding visitation or parenting time if my ex hasn't paid their child support?"* The answer is a resounding **NO!** The family legal system maintains a separation of visitation and child support issues. Therefore, even if the non custodial parent (NCP) or child support obligor fails to pay child support, parental rights cannot

be denied.

Please continue to only communicate with me via Email unless it is to face time with Nathan.

Erich

From: raina.martin@gmail.com
Subject: Fwd: FEB 12-15 visit
Date: Thu, 4 Feb 2016 06:45:44 -0800
CC: a6941b@gmail.com
To: ghotiboy@hotmail.com

Erich,

This email was sent to you on February 1. Please do not make comments to our five-year-old child about not receiving any communication from me in regards to his visit. Also, quit ignoring your responsibilities.

-Raina

Begin forwarded message:

From: Raina Martin <raina.martin@gmail.com>
Date: February 1, 2016 at 12:22:58
Subject: Re: FEB 12-15 visit

Erich,

There are a few things that need to be completed before we agree to any further visitations as you have not abided by the divore decree enfored by the courts, on many facets. First, you need to call and pay the $425.00 you owe for the QDRO: 702-438-4100 which is part of the divorce decree. Second, you need to start paying an additional $200.00 per month to catch-up on payments not made that pay for the backed child support for Nathan's schooling you have not paid anything towards since August of 2015 - your current balance owed is now $986.00 which was also part of the decree that you have failed to abide by. Third, you need to send me in writing that YOU will abide by the decree and allow Nathan to talk to me NIGHTLY at 7:00pm (his time) without you and Julie babysitting him and telling him to hang-up-again, per the divorce decree that you have NOT abided by. Fourth, please provide me with his return flight itinerary before I send you any flight information for Nathan- this is because on January 26th, 2016, you put our 5

year old son on an airplane before you informed me of his flight number OR the airline. Fifth, please pay the $100 up front for Nathan's chaperon fee that is per the divorce decree. If you are able to complete all of the items listed, I will be more than happy to abide by the decree and send him to you safely.

Thanks,
Raina

On Thu, Jan 28, 2016 at 7:24 PM, Raina Martin <raina.martin@gmail.com> wrote:

Begin forwarded message:

From: Erich Martin <ghotiboy@hotmail.com>
Date: January 28, 2016 at 7:14:29 PM PST
To: raina.martin@gmail.com
Subject: FEB 12-15 visit

Raina,

I would like to request having Nathan visit over his break on President's Day weekend for FEB16. I would have him Friday through
Monday 12-15FEB16 at that time. Thanks.

Erich

Sent from my iPhone
Sent from my iPhone

<Nathan's school payments.png>

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Erich Martin
Plaintiff/Petitioner

v. Raina L. Martin
Defendant/Respondent

Case No. D-15-509045-D

Dept. C

MOTION/OPPOSITION FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of $25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of $129 or $57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the $25 or $0 filing fee in the box below.

☒ **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the $0, $129 or $57 filing fee in the box below.

☒ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:
☐**$0** ☒**$25** ☐**$57** ☐**$82** ☐**$129** ☐**$154**

Party filing Motion/Opposition: Plaintiff Date 5/26/16

Signature of Party or Preparer [signature]

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CLERK OF THE COURT

CERT
JOHN T. KELLEHER, ESQ.
Nevada State Bar No. 6012
KELLEHER & KELLEHER, LLC
807 South Seventh Street
Las Vegas, Nevada 89101
Telephone (702) 384-7494
Facsimile (702) 384-7545
kelleherjt@aol.com
Attorney for Plaintiff

DISTRICT COURT - FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

CERTIFICATE OF SERVICE

I hereby certify that on the 27 day of May, 2016, a true and correct copy of the above and foregoing PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE was served electronically via E-Service Master List of Wiznet and addressed as follows:

Ramir R. Hernandez, Esq,
dtaylor@brookshubley.com
efile@brookshubley.com
rhernandez@brookshubley.com
Attorney for Defendant

An employee of Kelleher & Kelleher, LLC

LAW OFFICES
KELLEHER & KELLEHER LLC
807 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
(702) 384-7494
Facsimile (702) 384-7545

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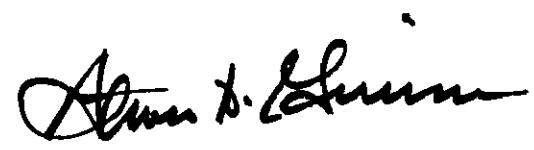

CLERK OF THE COURT

NOTC
JOHN T. KELLEHER, ESQ.
Nevada State Bar No. 6012
KELLEHER & KELLEHER, LLC
807 South Seventh Street
Las Vegas, Nevada 89101
Telephone (702) 384-7494
Facsimile (702) 384-7545
kelleherjt@aol.com
Attorney for Plaintiff

DISTRICT COURT - FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

NOTICE OF INTENT TO APPEAR TELEPHONICALLY

COMES NOW Plaintiff, Erich M. Martin, by and through his attorney of record, John T. Kelleher, Esq. of Kelleher & Kelleher, LLC, and hereby submits his Notice of Intent to Appear by Communication Equipment for the hearing which is scheduled for July 7, 2016 at 9:00 a.m.

Counsel for Plaintiff, Erich M. Martin, will be present in person in the Courtroom at the hearing; however, for purposes of this appearance, Plaintiff will be available and can be reached at (307)275-6343. Plaintiff understands that it is his responsibility to ensure that he can be reached at this telephone number on the date and at the time of the hearing.

///

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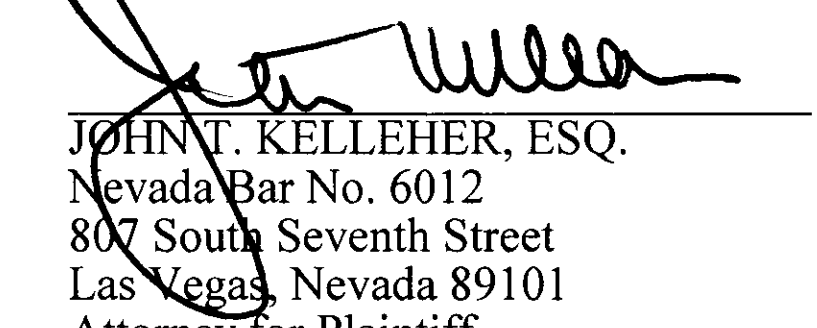
Further, it is understood that failure to be reached at the aforementioned telephone number for the scheduled hearing constitutes the entry of non-appearance by Plaintiff.

DATED this 5 day of June, 2016.

KELLEHER & KELLEHER, LLC

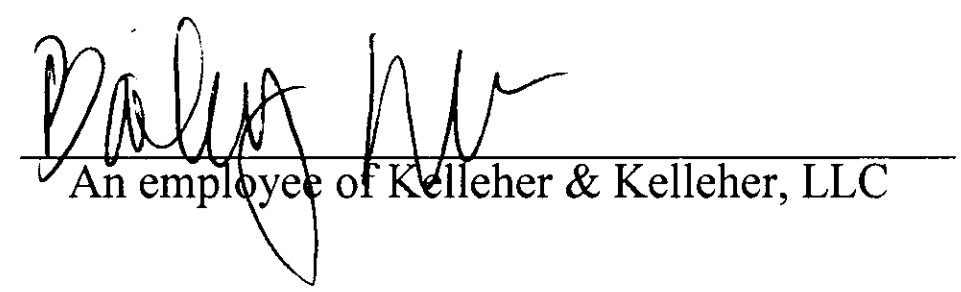


JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
807 South Seventh Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that on the 6 day of June, 2016, a true and correct copy of the above and foregoing NOTICE OF INTENT TO APPEAR TELEPHONICALLY was served electronically via E-Service Master List of Wiznet and addressed as follows:

Ramir R. Hernandez, Esq,
dtaylor@brookshubley.com
efile@brookshubley.com
rhernandez@brookshubley.com
Attorney for Defendant



An employee of Kelleher & Kelleher, LLC

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CLERK OF THE COURT

NCOA
JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
KELLEHER & KELLEHER, LLC
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Phone: (702) 384-7494
Fax: (702) 384-7545
Email: kelleherjt@aol.com
Attorney for Plaintiff

DISTRICT COURT - FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C

NOTICE OF CHANGE OF ADDRESS

TO: THE EIGHTH JUDICIAL DISTRICT COURT; and

TO: ALL INTERESTED PARTIES and THEIR RESPECTIVE COUNSEL OF RECORD:

Notice is hereby given that effective July 1, 2016, KELLEHER & KELLEHER, LLC will have the following new address (telephone number, facsimile, and email will remain the same):

KELLEHER & KELLEHER, LLC
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
(702) 384-7494

DATED this 27 day of June, 2016.

KELLEHER & KELLEHER, LLC

By: _____
JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Attorney for Plaintiff

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
(702) 384-7494
Facsimile (702) 384-7545

CERTIFICATE OF SERVICE

I hereby certify that on the 28 day of June, 2016, a true and correct copy of the above and foregoing NOTICE OF CHANGE OF ADDRESS was served electronically via E-Service Master List of Wiznet and addressed as follows:

Ramir R. Hernandez, Esq,
dtaylor@brookshubley.com
efile@brookshubley.com
rhernandez@brookshubley.com
Attorney for Defendant

An employee of Kelleher & Kelleher, LLC

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
(702) 384-7494
Facsimile (702) 384-7545

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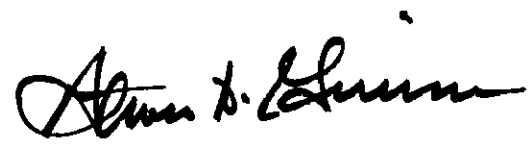


CLERK OF THE COURT

SUBT
The Law Office of Michele L. Roberts
MICHELE L. ROBERTS, ESQ.
Nevada Bar No. 0009168
1810 E. Sahara Ave., Ste. 138
Las Vegas, Nevada 89104
mlr@michelerobertslaw.com
(702) 358-0620
Attorney for Defendant,
RAINA L. MARTIN

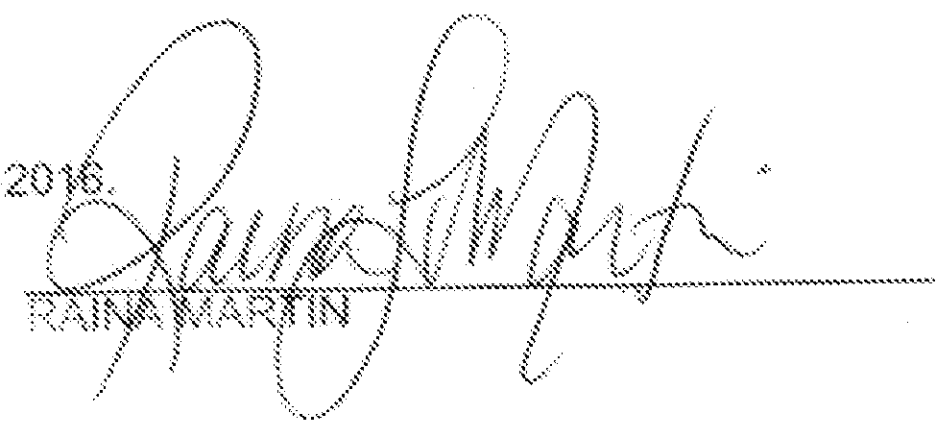
EIGHTH JUDICIAL DISTRICT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, vs. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C **SUBSTITUTION OF ATTORNEY**

COMES NOW, Defendant, RAINA L. MARTIN, and hereby files a substitution of counsel substituting MICHELE L. ROBERTS, ESQ., of the Law Office of Michele L. Roberts, as counsel of record for RAMIR R. HERNANDEZ, ESQ. of Brooks Hubley. All future pleadings and papers in this matter shall be served on Plaintiff via her new counsel at the below listed address:

MICHELE L. ROBERTS, ESQ.
The Law Office of Michele L. Robert
Nevada Bar No. 009168
1810 E. Sahara Avenue, Suite 138
Las Vegas, NV 89104
mlr@michelerobertslaw.com
Tel: (702) 358-0620
Fax: (702) 369-1290

DATED this 25 day of June 2016.



RAINA MARTIN

The undersigned hereby agrees to be substituted as attorney for Defendant, RAINA L. MARTIN, in the above-entitled action in the place and stead of RAMIR R. HERNANDEZ, ESQ.

DATED this 20th day of June 2016

THE LAW OFFICE OF MICHELE L. ROBERTS

By _____

MICHELE L. ROBERTS
Nevada Bar No. 009168
mlr@michelerobertslaw.com
1810 E. Sahara Ave., Ste. 138
Las Vegas, Nevada 89104
(702) 358-0620

The undersigned hereby agrees to the substitution of the Law Office of Michele L. Roberts, as attorney for Defendant, RAINA L. MARTIN, in the above-entitled action in its place and stead.

DATED this 16th day of June 2016

BROOKS HUBLEY, LLP

_____

RAMIR R. HERNANDEZ, ESQ.
Nevada Bar No. 013146
1645 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
(702) 851-1191

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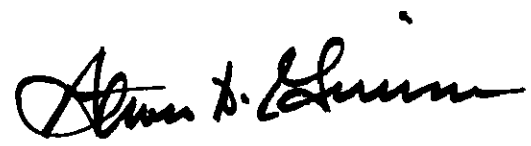


CLERK OF THE COURT

OPPC
THE LAW OFFICE OF MICHELE L. ROBERTS
MICHELE L. ROBERTS, ESQ.
Nevada Bar No. 009168
mlr@micheleroberts law.com
1810 E. Sahara Ave., Ste. 138
Las Vegas, Nevada 89104
(702) 358-0620
Attorneys for Defendant,
RAINA L. MARTIN

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN, Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO. D-15-509045-D DEPT. NO. C

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AND COUNTER-MOTION TO CLARIFY AND/OR MODIFY CERTAIN CHILD CUSTODY PROVISIONS AND FOR AN ORDER TO SHOW CAUSE AS TO WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR HIS WILLFUL VIOLATION OF THIS COURT'S ORDERS, FOR SANCTIONS, FOR ATTORNEY'S FEES AND RELATED RELIEF

COMES NOW Defendant, RAINA L. MARTIN, by and through her attorney, Michele L. Roberts, Esq. of THE LAW OFFICE OF MICHELE L. ROBERTS, and hereby submits her *Opposition to Plaintiff's Motion for an Order to Show Cause and Counter-Motion to Clarify and/or Modify Certain Child Custody Provisions and for an Order to Show Cause as to Why Plaintiff Should Not Be Held in Contempt of Court for his Willful Violation of this Court's Orders, for Sanctions, for Attorney's Fees and Related Relief*, and requests the Court grant her the following relief:

1. That Plaintiff's Motion be denied in its entirety;

2. That Plaintiff be held in contempt of Court for his willful violation of the Decree of Divorce;

3. That the Vacation/Holiday schedule be changed to three weeks for summer

and maintain every month visitation as provided in the Decree;

4. That the Court award appropriate sanctions against the Plaintiff for his willful violation of the Decree of Divorce;

5. That the Defendant be awarded Attorney's Fees in the amount of $2,500.00 for having to file this Opposition and Counter-Motion; and

6. For such other related relief as this Court deems proper.

This Opposition and Countermotion is based on the pleadings and papers on file herein, the following Memorandum of Points and Authorities, the Affidavit of Defendant attached hereto as **Exhibit A** and incorporated herein by this reference, any and all exhibits attached hereto, supplements thereto, if any, and any oral argument adduced at the time of the hearing on this matter.

DATED this 28th day of June 2016

THE LAW OFFICE OF MICHELE L. ROBERTS

By: [signature]

MICHELE L. ROBERTS, ESQ.
Nevada Bar No. 009168
1810 E. Sahara Ave., Ste. 138
Las Vegas, Nevada 89104
(702) 358-0620
Attorney for Defendant,
RAINA L. MARTIN

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

Plaintiff's Motion for Order to Show Cause is just his continued attempt to harass Defendant. Plaintiff, Erich Martin, has intentionally perjured himself in his Motion. Plaintiff, Erich Martin (hereinafter referred to as "Erich"), and Defendant, Raina L. Martin (hereinafter referred to as "Raina"), were divorced on or about November 5, 2015. They are the parents of one minor child, to wit: Nathan L. Martin, born August 24, 2010, age 5. Since the parties' divorce in November 2015, Defendant, Raina Martin (hereinafter referred to as

"Raina") has had to deal with Erich's unwillingness to co-parent. He has continually made it difficult for the parties to co-parent by involving the parties' minor child in the parties' issues, as well as harassing and haranguing Raina on every issue. Interestingly, Erich demands that Raina "complies" with the Decree of Divorce, but Erich does not believe he should follow it. He nit picks which provisions he wishes to follow. Below, Raina will address each of the allegations contained in Erich's motion separately.

Erich's Claim that Raina is Withholding Visitation Time.

Erich claims that Raina is requiring that certain conditions be met or she will withhold visitation. Erich's claim is not true. Erich failed to provide the string of e-mails between the parties, where Raina specifically stated that she was not denying him visitation, but she could not continue to advance funds for him as he failed to pay back previous funds. See E-mails between parties from February 6 to February 11, 2016, attached hereto as **Exhibit B**. Also contrary to Erich's claim, Erich exercised his Spring Break visitation.

What Erich omits in his Motion, is the issue that arose when Erich put Nathan on a plane without providing Raina the information as to which airline Nathan was on until after Nathan was already in the air on his way home to his mother. At the conclusion of the visitation on January 26, 2016, Nathan was to return to Las Vegas. The days leading up to January 26, Erich became argumentative and at times refused or would not allow Nathan to communicate with Raina via phone or other means. Other times, Erich made Nathan hang up during Face Time conversations with is mother. Raina or Anthony Bricker, Raina's significant other, asked approximately eight different time prior to January 26 the details of Nathan's return flight home. Erich would not reply to any form of communication and would not provide Nathan's travel itinerary.

Erich did not inform Raina until Nathan was already on the plane at 3:30 p.m. on January 26, and informed her that he would be landing two hours later at 5:40 p.m. Raina had to make last minute arrangements for someone to pick up Nathan at the airport. She was unable to adjust her schedule or miss work due to having scheduled patients to deal with. Raina is a registered dental hygienist. Fortunately, Anthony, a Metro Police Officer,

was available to pick up Nathan. However, the pick up did not go smoothly. Anthony still did not have Nathan's flight information. He was able to ascertain the flight information from the screens. Because of not having the information beforehand, Anthony went to Terminal 2 first, as that is where they have picked up Nathan before. However, Nathan was at Terminal 1. As Erich failed to list Anthony as one of the adults authorized to pick up Nathan at the airport, Anthony had some difficult getting past security. Anthony was able to explain the circumstances to airline security and employees, and was given atypical credentials to locate Nathan. When Anthony arrived at the airline gate, Nathan was waiting with airline employees. See text messages dated January 26, 2016, attached hereto as **Exhibit C**. Not once did Erich acknowledge or seem concerned with the safety issues for their son, but continued to be combative.

Because of this incident, Raina was reluctant to have Nathan fly out again in fear that Erich would pull the same stunt again. Raina feared this was not an isolated incident, and that Erich would continue to harass and harangue Raina with no regard to how it would affect their son. However, she did not deny him visitation. In fact, Erich didn't request to exercise his time after Spring Break. If Erich chooses not to ask, then it's not Raina's responsibility to make sure he exercises it. Also contrary to Erich's claims in the motion, Erich has exercised his summer visitation. Therefore, there is no violation of a Court Order.

With regard to costs of unaccompanied minors fees, pursuant to the Decree of Divorce, Erich is responsible for paying all chaperone costs until Nathan can fly unaccompanied, except if Raina chooses to accompany Nathan. During mediation, the parties agreed that Erich would pay for the fees until Nathan could fly unaccompanied, meaning when Nathan is old to enough to fly without any type of adult supervision, which includes fees charged by the airlines. That was the intention and agreement of the parties, which Erich is now wanting to change. Erich in Colorado, not Raina. She is already paying one way travel for Nathan to fly Colorado. The parties divorced last year, and Nathan was already five years old at that time and was flying under the accompanied minor provisions

for the airlines, which charges a chaperone fee for children usually between the ages of five and twelve. It is apparent that the parties' agreement was to have Erich pay for the unaccompanied minor fees until Nathan turned twelve. Therefore, Raina cannot be held in contempt of court for intentionally violating a Court Order.

Regarding the monies owed from Erich to Raina, it is true that Erich started making payments in February 2016. However, he still owes $753.98, and that is not including the fees for the preparation of the QDRO. See Excel spreadsheet attached hereto as **Exhibit D**. Furthermore, Raina has complied with the Decree of Divorce by providing receipts and other information to Erich.

Regarding phone calls or Facetime with the minor child, the Decree provides for a set time, so that neither party would cut off the conversation after a minute. However, it does not state that Nathan is not allowed to talk for more than ten minutes. Nathan is only five years old. Raina takes into account Nathan's attention span, whether he's tired, whether he's distracted, whether he wants to chat longer or for a shorter period of time, etc. Erich does not take these factors into consideration and strictly demands that Raina follow the Decree. Interestingly, Erich believes this provision does not apply to him, and he can do whatever he pleases.

Erich Claims Raina is in Violation of the Joint Legal Custody Responsibilities.

Erich attempts to use an example that Raina failed to inform Erich of Nathan's surgery in December 2015, and that she intentionally scheduled the surgery to interfere with Erich's visitation. This allegation is blatantly false. Erich was advised of Nathan's surgery approximately a month prior. In fact, there is a text message between Erich and Tony to that effect dated November 17, 2015 attached in **Exhibit E**. Furthermore, Erich fails to take into account that the surgery was scheduled based upon the doctor's availability, Nathan's recess from school and Raina's availability to take time off of work.

Nathan's enrollment in school: Nathan was enrolled in the school where Raina is zoned. Erich was provided said information. Contrary to Erich's claim, he is listed at the

school as Nathan's parent. Since Erich was provided the school information and his name is listed with the school, Erich also has the ability to access the information he claims he never received. Contrary to Erich's claims, Raina does keep Erich informed of milestones in Nathan's life. See text messages attached hereto as **Exhibit F**. See also Exhibit E (text communication between Erich and Anthony).

Erich was provided information regarding Nathan's sports. See text communication attached hereto as **Exhibit G**.

Other than when the parties travel out of state, Raina is unsure where exactly it is stated in the Decree of Divorce that she is to notify Erich if Nathan spends the night at his grandparents' house or is at a sleep over. Unless Erich is to be notified so that he has the option to attend Nathan's sleep over, it is not necessary for Erich to be hold every little thing that goes on while Nathan is in her primary physical care. Is Raina now expected to know every single thing that Erich does while Nathan is in his care? More than likely, Erich would take offense to that. However, based upon recent information that Raina received, she should know every single time Erich takes Nathan anywhere during his visitation. On or about April 16, 2016, Erich was arrested for driving under the influence. A copy of the Colorado Bureau of Investigation statement and criminal history is attached hereto as **Exhibit H**. It should be noted that this is Erich's second DUI. The first one was in September 2013.

Again, contrary to Erich's claims, Raina does comply with the Decree regarding Erich have Face Time with Nathan. Even though Erich knows Nathan's practice schedule and was provided a schedule of Nathan's games, he would regularly call when Nathan was at practice or at a game. Also, Erich would call late at night when Nathan was getting ready to fall asleep or would simply not call for days a time. Raina has always made an effort to have Nathan call his father after practice or a game.

///

///

Raina's request for clarification and/or modification of the Decree and Erich's failure to comply with Court Orders.

Due to Nathan's age and school attendance, certain travel times are impractical for Nathan for travel. Nathan attends a full year school in Henderson, Nevada. Nathan starts school at 7:30 a.m. Raina understands and has shown that she believes visitation with Erich is an important part of Nathan's overall well-being and believes the relationship between Erich and Nathan is important. Raina has attempted to resolve this matter with Erich through e-mails, phone conversations and through text to no avail. She is requesting that this Court set reasonable parameters and times for travel.

As a result of the incident on January 26, Raina also requests that Nathan be accompanied by either parent or their significant others, Anthony and Julie, until Nathan is ten years old. Raina also requests that all fees be paid by Erich due to his reckless disregard of their son's safety.

Raina requests that Erich be held in contempt of Court of failing to inform Raina that he was arrested for driving under the influence in April 2016. Erich should not be driving and transporting Nathan if his license has been suspended and/or revoked. Raina has concerns that even if his license is suspended or revoked, Erich will still continue to transport Nathan. Erich should also be ordered to keep Raina apprised of any court hearings and judicial adjudication of his DUI charge. Raina also requests that the summer vacation schedule be modified to Erich receiving three weeks vacation.

Pursuant to the Decree of Divorce, the parties are to use Marshal Willick to prepare a Qualified Domestic Relations Order ("QDRO") to divide Erich's military pension. The parties are to equally divide the costs of same. Since the divorce in November 2015, Erich has not cooperated in having the QDRO prepared. Raina requests that this Court hold in contempt for failing to comply with the Decree of Divorce.

II.

ARGUMENT

A. Raina has not willfully violated this Court's Orders, and therefore, no Order to Show Cause against her should be granted.

Raina is not in contempt for "willful violations" of this Court's Orders as she did not keep Nathan from Erich. Nor did she violate any of the legal custody provisions as stated above. The e-mails and text communication plainly show how difficult Erich has made it to co-parent. Raina has repeatedly sent the same information to Erich, and Erich still continues to claim that he does not have it, and then accuses Raina of being in contempt of court. These claims are nothing but false and unfounded allegations in his attempt to be spiteful and to harass Raina.

III.

COUNTER-MOTION

A. Plaintiff is in contempt of this Court's Orders.

If anything, Erich's own actions show a contempt of Court of Orders. Furthermore, Erich's failure to notify Raina of his DUI arrest is a clear violation of this Court's Orders, as it impacts his ability to transport Nathan during his visitation. Raina requests that this Court make a finding of contempt of its Orders and afford her the relief requested in her Counter-Motion as a result thereof.

NRS 22.010 states:

> **22.010 Acts or omissions constituting contempt.** The following acts or omissions shall be deemed contempt:
>
> 1. Disorderly, contemptuous or insolent behavior toward the judge while he is holding court, or engaged in his judicial duties at chambers, or toward masters or arbitrators while sitting on a reference or arbitration, or other ju
>
> 2. A breach of the peace, boisterous conduct or violent disturbance in the presence of the court, or in its immediate vicinity, tending to interrupt the due course of the court or judge at chambers.
>
> 3. **Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers** . . . . (Emphasis added.)

The penalty for these actions or omissions as set forth above are found, in part,

under NRS 22.100, which states, in relevant part, as follows:

> **22.100 Penalty for contempt.**
>
> Upon the answer and evidence taken, the court or judge or jury, as the cause may be, shall determine whether the person proceeded against is guilty of the contempt charged; and if it be found that he is guilty of the contempt, a fine may be imposed on him not exceeding $500.00, or he may be imprisoned not exceeding 25 days, or both, but no imprisonment shall exceed 25 days except as provided in NRS 22.110.

Raina requests that he be held in contemp for failing to notify Raina in a timely manner of Nathan's return travel information, his failure to notify Raina of his DUI arrest and his failure to cooperate with the completion of the QDRO. This clearly demonstrates Erich's contempt for this Court. Erich will not cease this behavior unless there is some penalty resulting from his blatant disregard for this Court's Orders. Therefore, Erich should be held in contempt.

Erich is also in contempt of Court for failing to pay for the debt obligations that accrued since July 2015. He is in arrears of $753.98, not including the cost of the QDRO.

B. Clarification/Modification of Travel Parameters and Holiday/Vacation Schedule

Raina requests that this Court address some issues that have arisen due to the parties' inability to resolve the matters on their own, and Erich's unwillingness to co-parent. One is setting parameters for Nathan's travel and working with Nathan's school and sports schedules. Raina also requests that Erich's summer/track break vacation be modified to three weeks. Her main concern is Erich's abuse of alcohol, and getting his second DUI.

C. Attorney's Fees

Nevada Revised Statute 18.010 allows a court to award attorneys fees against a party where it finds that that party is acting without reasonable grounds. NRS 18.010 reads in pertinent part, as follows:

> **NRS 18.010 Award of attorney's fees.**
>
> 1. The compensation of an attorney and counselor for his or her services is governed by agreement, express or implied, which is not restrained by law.
>
> 2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

(a) When the prevailing party has not recovered more than $20,000; or

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

Also, Rule 7.60 of the Eighth Judicial District Court Rules (hereinafter referred to as "EDCR" afford parties the opportunity to present their positions to this Court when there is a bona fide reason to advance a position, but subjects parties to sanctions when the type of positions advanced are without merit and in violation of rules of civil procedure. Fees and sanctions are appropriate and should be awarded when those positions are extremely unsound, such as those espoused by Erich.

EDCR 7.60(b) states, in pertinent part, as follows:

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

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

(2) Fails to prepare for a presentation.

(3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.

(4) Fails or refuses to comply with these rules.

(5) Fails or refuses to comply with any order of a judge of the Court.

The instant Motion is without merit. However, by its filing, Raina was compelled to prepare an opposition and expend additional attorney's fees to defend a meritless and vexatious motion. She is entitled to compensation. Attorney's fees in the amount of $2,500.00 are warranted in this instance.

IV.

CONCLUSION

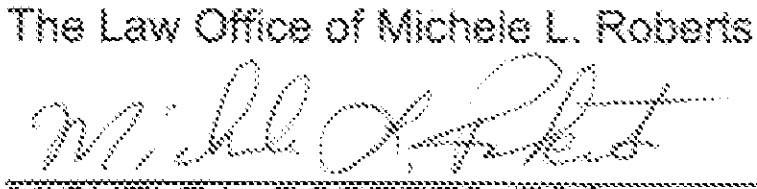
Erich's actions are selfish and unjustified. The Court is requested to enter the appropriate orders to find Erich in contempt for his refusal to comply with the Court's order.

For the foregoing reasons, Raina requests that Erich's Motion be denied in its entirety and that her Counter-Motion be granted in its entirety, and for such other and further relief as it deems proper in the premises

DATED this 28th day of June 2016

Respectfully Submitted,

The Law Office of Michele L. Roberts



MICHELE L. ROBERTS, ESQ.
Nevada Bar No. 009168
1810 E. Sahara Ave., Ste. 138
Las Vegas, Nevada 89104
mlr@michelerobertslaw.com
(702) 358-0620
Attorney for Defendant,
RAINA L. MARTIN

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of The Law Office of Michele L. Roberts, and that on the 28th day of June 2016, I served a true and correct copy of the document described herein by the method indicated below, and addressed to the following:

Document Served: *Defendant's Opposition to Plaintiff's Motion for an Order to Show Cause and Counter-Motion to Clarify and/or Modify Certain Child Custody Provisions and for an Order to Show Cause as to Why Plaintiff Should Not Be Held in Contempt of Court for his Willful Violation of this Court's Orders, for Sanctions, for Attorney's Fees and Related Relief*

Person(s) Served:

John T. Kelleher, Esq. KELLEHER & KELLEHER, LLC 40 S. Stephanie Street, Suite 201 Henderson, NV 89012 Attorney for Plaintiff ERICH MARTIN	___ Hand Deliver _X_ U.S. Mail ___ Overnight Mail ___ Facsimile _X_ Email _X_ E-Service

E-mail: kelleherjt@aol.com

An employee of
The Law Office of Michele L. Roberts

EXHIBIT A

To Be Supplemented

AFFIDAVIT OF RAINA L. MARTIN IN SUPPORT OF HER OPPOSITION TO PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AND COUNTER-MOTION TO CLARIFY AND/OR MODIFY CERTAIN CHILD CUSTODY PROVISIONS AND FOR AN ORDER TO SHOW CAUSE AS TO WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR HIS WILLFUL VIOLATION OF THIS COURT'S ORDERS, FOR SANCTIONS, FOR ATTORNEY'S FEES AND RELATED RELIEF

STATE OF NEVADA }
COUNTY OF CLARK } ss:

RAINA L. MARTIN, having been duly sworn, deposes and says:

1. That I am the Defendant in the action entitled ERICH M. MARTIN v. RAINA L. MARTIN, Case No. D-15-509045-D in the Eighth Judicial District Court, Clark County, Nevada. I am personally familiar with the facts and circumstances surrounding the foregoing matters, and could and would competently testify thereto, as follows:

2. I have reviewed *Opposition to Plaintiff's Motion for an Order to Show Cause and Counter-Motion to Clarify and/or Modify Certain Child Custody Provisions and for an Order to Show Cause as to Why Plaintiff Should Not Be Held in Contempt of Court for his Willful Violation of this Court's Orders, for Sanctions, for Attorney's Fees and Related Relief.*

3. That the same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

DATED this 18th day of June 2016.

RAINA L. MARTIN

SUBSCRIBED and SWORN to before me this _____ day of June 2015

_____
NOTARY PUBLIC in and for said County and State

EXHIBIT B

>>>>
>>>> Thanks,
>>>> Erich and Julie
>>>>
>>>> Sent from my iPhone

Raina Martin <raina.martin@gmail.com>
To: 💗 Boyfriend <a5941b@gmail.com>

Thu, Feb 11, 2016 at 6:09 PM

Begin forwarded message:

> **From:** Erich Martin <ghostiboy@hotmail.com>
> **Date:** February 11, 2016 at 6:00:00 PM PST
> **To:** Raina Martin <raina.martin@gmail.com>
> **Cc:** <jules7381@gmail.com>
> **Subject: Re: Nathan 12-15FEB**

Raina,

I'll just book his flight for tomorrow and deduct it from the alimony. That way there is no issue. This is yet another tactic by you to keep him from seeing me. You are the one trying to make it difficult for him to be in my life.

Erich and Julie

Sent from my iPhone

> On Feb 11, 2016, at 2:19 PM, Raina Martin <raina.martin@gmail.com> wrote:
>
> It doesn't work that way. You know that. Pay the fee per the decree. Not using southwest.
>
> > On Feb 11, 2016, at 11:06 AM, Erich Martin <ghostiboy@hotmail.com> wrote:
> >
> > Raina,
> >
> > Book him one and I will call southwest directly to pay the fee. Let me know when he has a flight immediately and the flight confirmation number.
> >
> > Erich and Julie
> >
> > Sent from my iPhone

On Feb 10, 2016, at 11:50 PM, Raina Martin <raina.martin@gmail.com> wrote:

Erich,

As I have stated many times before- I am not denying you visitation nor have I. We cannot afford to pay the chaperone fee that is your obligation per the divorce decree. You are more than welcome to visit him or pay the chaperone fee and we will be more than happy to buy the ticket. The fee is $100.00

Thanks,

Raina & Tony

On Feb 10, 2016, at 3:21 PM, Erich Martin <ghottiboy@hotmail.com> wrote:

Raina,

Just to clarify, you're denying Nathan his right to come see me this weekend? I have sent his return flight info prior to this point. Please let me know tonight. Do not text me either, as I do not wish to read your combative texts.

Thanks,

Erich and Julie

Sent from my iPhone

Gmail

Raina Martin <raina.martin@gmail.com>

Nathan's Visit 12-15FEB16

5 messages

Erich Martin <ghotiboy@hotmail.com>
To: raina.martin@gmail.com
Cc: jules7391@gmail.com

Sat, Feb 6, 2016 at 7:27 PM

Raina,

Are you denying me my court-ordered time with Nathan on 12-15February 16? I have sent you the confirmation of return flight info and heard nothing back from you.

Erich

Sent from my iPhone

Raina Martin <raina.martin@gmail.com>
To: Erich Martin <ghotiboy@hotmail.com>
Cc: Anthony Bricker <a6941b@gmail.com>

Sat, Feb 6, 2016 at 7:37 PM

Erich,

I am by no means of denying you visitation- I am no longer paying for things in advance any longer because you never pay back what you're responsible for. You are still in debt for over $700 for Nathan's schooling and back paid insurance money as well as $425 to an attorney for a court order QDRO. You are more than welcome to come visit him- I have never denied you visitation or seeing him.

Please do not use him a vessel for communications- you can call or email me. He is five and shouldn't thrown in the middle of your anger due to your lack of care for your responsibilities.

Julie making comments about "waiting until you get here to have McDonalds" is ridiculous. You think by teasing a 5 year old and offering him things is acceptable? Please- we are adults, try and act like it.

-Raina

On Sat, Feb 6, 2016 at 7:27 PM, Erich Martin <ghotiboy@hotmail.com> wrote:

> Raina,
>
> Are you denying me my court-ordered time with Nathan on 12-15February 16? I have sent you the confirmation of return flight info and heard nothing back from you.
>
> Erich
>
> Sent from my iPhone

Raina Martin <raina.martin@gmail.com>
To: Erich Martin <ghotiboy@hotmail.com>
Cc: Anthony Bricker <a6941b@gmail.com>

Sat, Feb 6, 2016 at 7:41 PM

Erich,

Also, per the decree- you are responsible for Nathan's chaperon fees until he can fly "unaccompanied" which means 12 years of age per Southwest. He is still classified as an unaccompanied minor and needs additional

help and fees are accrued. Please review the decree closely and remember what we agreed to in mediation. He is 5.... he can't fly alone. Please pay the fees for the airline I choose- which is $100 or you will have to find other means. I will no longer front you money.

Raina & Tony

On Sat, Feb 6, 2016 at 7:27 PM, Erich Martin <ghotiboy@hotmail.com> wrote:
> Raina,
>
> Are you denying me my court-ordered time with Nathan on 12-15February 16? I have sent you the confirmation of return flight info and heard nothing back from you.
>
> Erich
>
> Sent from my iPhone

Erich Martin <ghotiboy@hotmail.com>
To: Raina Martin <raina.martin@gmail.com>
Cc: jules7391@gmail.com

Sat, Feb 6, 2016 at 7:49 PM

Raina,

He flies "unaccompanied" from age 5-12. That is how it is termed via Southwest. Prior to being 5, he had to fly "accompanied" by you or me, which in mediation is what I agreed to. I agreed to pay 100% of my own cost to chaperon Nathan until he was old enough to travel unaccompanied. Now that he is 5, YOU have to pay the unaccompanied fee and his travel to here.

Erich and Julie

Sent from my iPhone

On Feb 6, 2016, at 8:41 PM, Raina Martin <raina.martin@gmail.com> wrote:

> Erich,
>
> Also, per the decree- you are responsible for Nathan's chaperon fees until he can fly "unaccompanied" which means 12 years of age per Southwest. He is still classified as an unaccompanied minor and needs additional help and fees are accrued. Please review the decree closely and remember what we agreed to in mediation. He is 5.... he can't fly alone. Please pay the fees for the airline I choose- which is $100 or you will have to find other means. I will no longer front you money.
>
> Raina & Tony
>
> On Sat, Feb 6, 2016 at 7:27 PM, Erich Martin <ghotiboy@hotmail.com> wrote:
>> Raina,
>>
>> Are you denying me my court-ordered time with Nathan on 12-15February 16? I have sent you the confirmation of return flight info and heard nothing back from you.
>>
>> Erich
>>
>> Sent from my iPhone

Bricker G Mail <a6941b@gmail.com>
To: Raina Martin <raina.martin@gmail.com>

Sat, Feb 6, 2016 at 7:50 PM

By him writing things such as are you denying me and trying to make it like some formal document is silly like a first year law student would write

On Feb 6, 2016, at 19:41, nRaina Martin <raina.martin@gmail.com> wrote:

> Erich,
>
> Also, per the decree- you are responsible for Nathan's chaperon fees until he can fly "unaccompanied" which means 12 years of age per Southwest. He is still classified as an unaccompanied minor and needs additional help and fees are accrued. Please review the decree closely and remember what we agreed to in mediation. He is 5.... he can't fly alone. Please pay the fees for the airline I choose- which is $100 or you will have to find other means. I will no longer front you money.
>
> Raina & Tony
>
> On Sat, Feb 6, 2016 at 7:27 PM, Erich Martin <ghotiboy@hotmail.com> wrote:
>
> > Raina,
> >
> > Are you denying me my court-ordered time with Nathan on 12-15February 16? I have sent you the confirmation of return flight info and heard nothing back from you.
> >
> > Erich
> >
> > Sent from my iPhone

EXHIBIT C

●●○○○ Sprint 5:13 PM 59%

Messages (2) **Erich** Details

never asked for a penny from you and never denied you information- you have lost your mind and this crossed the line

Tue, Jan 26, 3:23 PM

I'm taking Nathan to the gate currently

Nate is on his plane, I'm waiting til he leaves.

You know what child endangerment is?

What airline? Flight number? Arrival?

I sent you the info last month!! How is this child

iMessage

Sprint 5:13 PM 59%

Messages (2) **Erich** Details

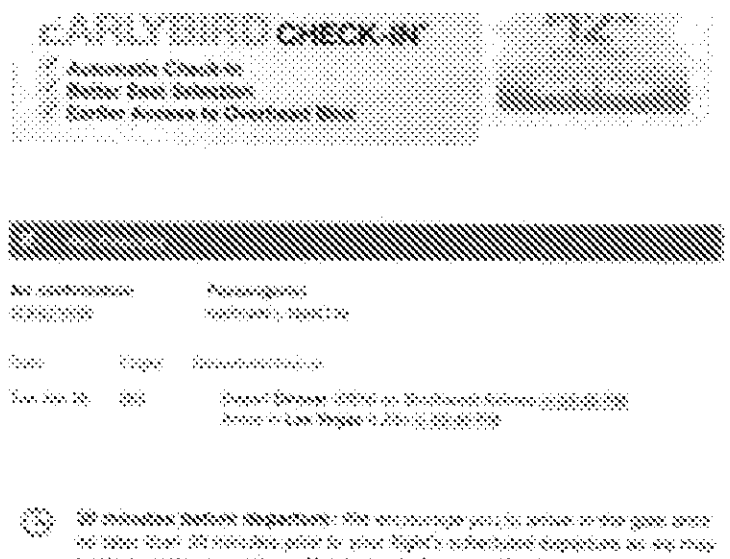
I sent you the info last month!! How is this child endangerment??!!

No you never sent it– I received a vague timeline from Julie

You never arranged a time- I'm at work with patients

You've seriously got some issues.

I do???



iMessage

Sprint 5:13 PM 59%

Messages (2) **Erich** Details

It's Southwest.

Yes, you do.

You put a 5 year old on an airplane with no one to pick him up!!!

I told you about the flight and everything already. You wanted the info last month!!

He gets in there at 4:45 your time.

Forward me the email!!!

I asked 10 times in the last 3 days-

iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

I told you about the flight and everything already. You wanted the info last month!!

He gets in there at 4:45 your time.

Forward me the email!!!

I asked 10 times in the last 3 days-

You have issues

Mon, 12/14/2015

My email is [illegible]@gmail.com

7:07 AM

We will keep Nathan until the 26th if that will work. Erich bought him a return flight on Jan 26th leaving denver at

iMessage

●●○○○ Sprint 5:14 PM 59%

Messages (2) **Erich** Details

Mon, 12/14/2015

My email is [redacted]
7:07 AM

We will keep Nathan until the 26th if that will work. Erich bought him a return flight on Jan 26th leaving denver at 445am arriving into las vegas at 540pm. Does that work for you?
6:45 PM

445 pm not am.....
6:46 PM

Sounds great! Thanks.
6:59 PM

Here's the text b/w you and Julie there genius!!

Hey genius- where does it say the airline??? And you never confirmed the 10 times I asked!!!!

iMessage

●●○○○ Sprint 5:14 PM 59%

Messages (2) **Erich** Details

and Julie there genius!!

Hey genius- where does it say the airline?!?! And you never confirmed the 10 times I asked!!!

Again- you put a 5 year old on a plane with no arrangements for pick up

I SENT IT TO YOU!!

Just now!!!

I'm at work!!!!

You knew the time and you even talked to Julie about this back then.

Why didn't you answer me the last 3 days?!

iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

I'm at work!!!

You knew the time and you even talked to Julie about this back then.

Why didn't you answer me the last 3 days?!

What is wrong with you!

Text Message

I meant he gets there at 540 from earlier

iMessage

Please forward me the email where you state that you provided me with Nathan's flight itinerary/information

iMessage

●●○○○ Sprint 5:14 PM 59%

Messages (2) **Erich** Details

Text Message

I meant he gets there at 540 from earlier

iMessage

Please forward me the email where you state that you provided me with Nathan's flight itinerary/information

On December 14th, you had conversations with Julie and knew we booked a flight coming in at 5:40pm. It is NOT my fault you forgot.

I will look for the email in a bit. Don't text me until you have Nathan.

iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

had conversations with Julie and knew we booked a flight coming in at 5:40pm. It is NOT my fault you forgot.

I will look for the email in a bit. Don't text me until you have Nathan.

Please tell me where it said the flight number and or airline?

i've asked you to last three days to give me flight information-please tell me why you refused-

You completely left a five-year-old boy on an airplane without making arrangements for pick

iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

Please tell me where it said the flight number and or airline?

I've asked you to last three days to give me flight information-please tell me why you refused-

You completely left a five-year-old boy on an airplane without making arrangements to pick up. How is that even OK in your mind?

I'll be forwarding subpoenas with this information last three days. Expect a call tomorrow.

Please stop harassing me

iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

Tony had to pick up Nathan-you did not put Tony down as an authorized person

I do not have the information to provide everywhere you go. Please inform where you gave me the information and time

Yes I did!! We confirmed it at the counter before he left!! Ask Nathan even. As well as the person at the gate asked who the two people are that could pick him up!!

I sent you a pic just an hour ago too. You knew

iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

Yes I did!! We confirmed it at the counter before he left!! Ask Nathan even. As well as the person at the gate asked who the two people are that could pick him up!!

I sent you a pic just an hour ago too. You knew when he had to be picked up as of December 14th! You're mad at yourself for Forgetting! Don't put this on me.

Please tell me where you provided me with his address or figure number. Also if you saw that it's on your notes

iMessage

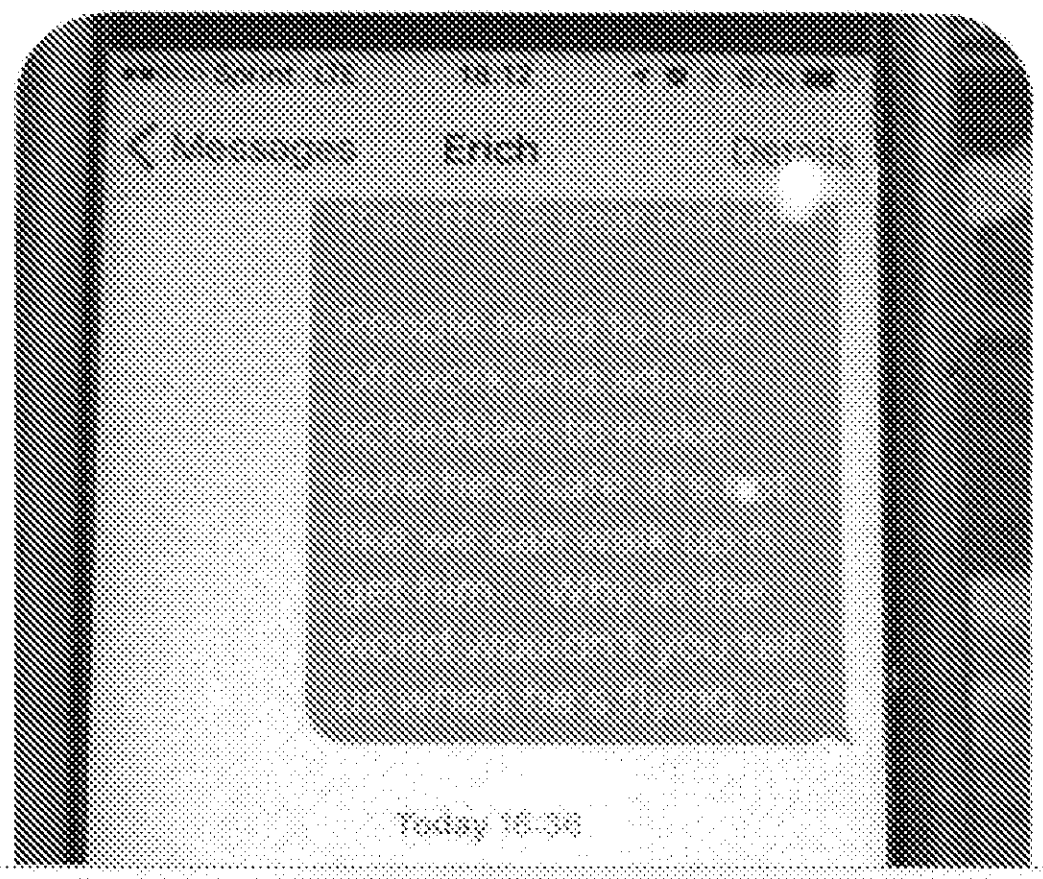
Sprint 5:14 PM 59%

Messages (2) **Erich** Details

complain to her now

I sent you the flight info when he got on the plane. I am not in a place to look it up on my computer. You've known for over a month the date and time he was arriving. AGAIN, stop texting me until you have Nathan.

Has Tony picked up Nate?

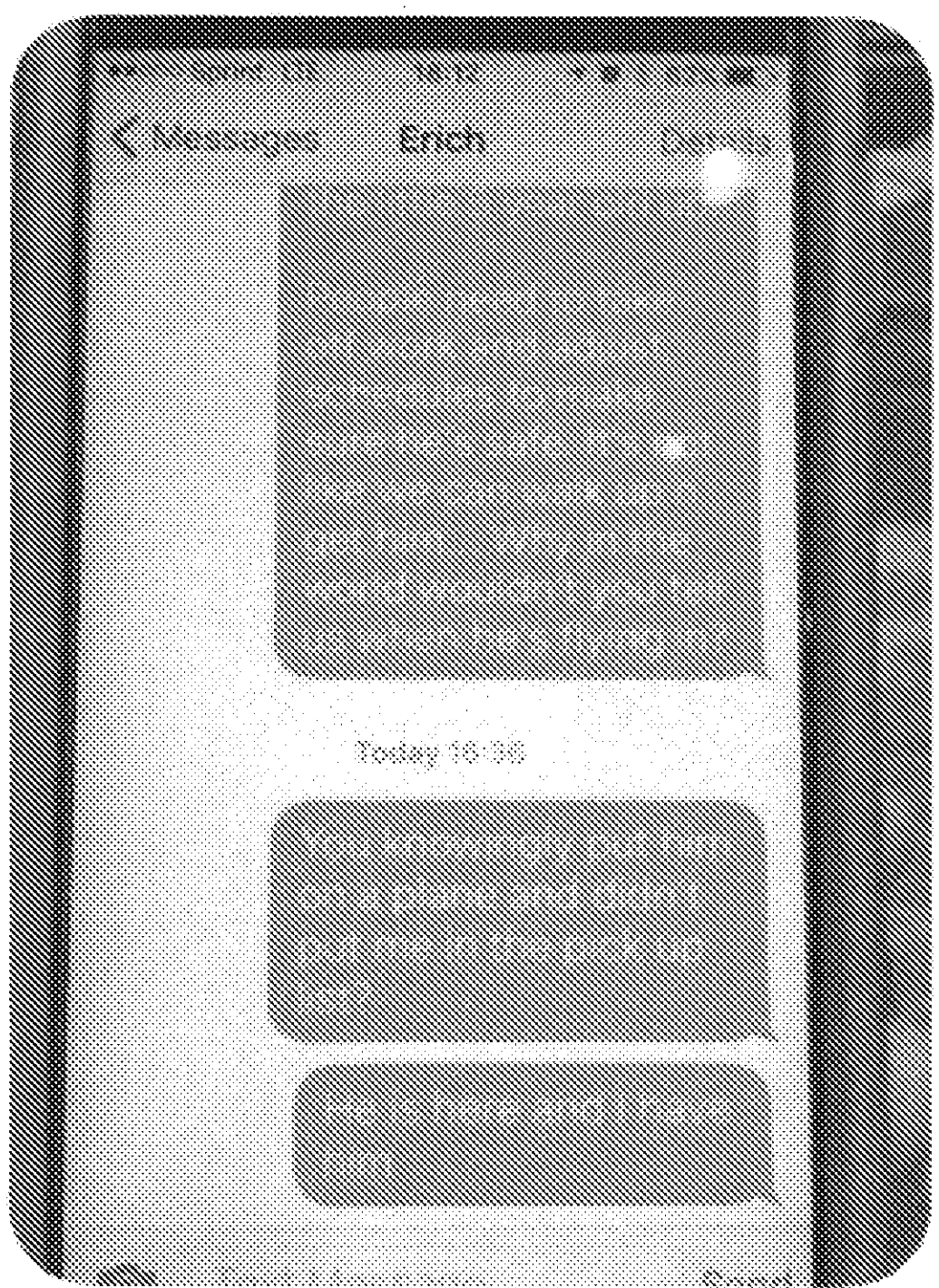


iMessage

Sprint 5:14 PM 59%

Messages (2) **Erich** Details

Nate?



You knew he does!

I don't have that text and I haven't received anything from him!!

And besides all of this, if

iMessage

EXHIBIT D

	Amount Total	Erich Portion	Amount Erich Paid	Total owed
Jul-15	$ 100.00	$ 50.00	$ -	$ 50.00
Sep-15	$ 300.00	$ 150.00	$ -	$ 200.00
Oct-15	$ 300.00	$ 150.00	$ -	$ 350.00
Nov-15	$ 300.00	$ 150.00	$ -	$ 500.00
Dec-15	$ 300.00	$ 150.00	$ -	$ 650.00
Jan-16	$ 300.00	$ 150.00	$ -	$ 800.00
Feb-16	$ 300.00	$ 150.00	$ 200.00	$ 750.00
Mar-16	$ 300.00	$ 150.00	$ 96.02	$ 803.98
Apr-16	$ 300.00	$ 150.00	$ -	$ 953.98
May-16	$ 300.00	$ 150.00	$ 350.00	$ 753.98
Jun-16	$ 300.00	$ 150.00	$ 150.00	$ 753.98

There is also $33.26 per month that is owed from insurance that came out of a "joint checking" that was under my primary use from October-December totaling $111.09

He also took the entire USAA banking rebate out of that same checking totaling $116.00 asking for 1/2 to be returned $58

Also, per the divorce decree, Erich is responsible for 50% of the QDRO fee which is $425.00.

Erich's total amount owed: $ 1,348.07

EXHIBIT E

●○○○○ Sprint LTE 17:56 83%

Messages **Erich** Details

iMessage
Mon, Nov 9, 11:53

What is Nathan's school name and his teacher's name? I can only remember Stuckey but I think that's wrong.

Bill & Shirley Wallin
Elem
Ms Rhoden

Thanks.

Wed, Nov 11, 09:02

●○○○○ Sprint LTE 17:56 83%

Messages **Erich** Details

Wed, Nov 11, 09:02

Are you guys trying to FT me?

I'm teaching class but was gonna try to answer. I can't connect.

It's all good Nater was gonna say happy Veterans Day

He will try later

Awesome! I can do

●○○○○ Sprint LTE 17:57 83%

< Messages Erich Details

Awesome! I can do so now if he wants. 09:55

He's munching on a wrap is like in 5 good? 09:55

I'll work on trying to switch his flight today 09:56

Yeah on both of those things. Thanks!! 09:58

Have you guys tried 10:10

●○○○○ Sprint LTE 17:57 83%

Messages **Erich** Details

to call?

LOL- thanks- I think I lost him. Can he send a video? 10:12

Phones being weird 10:12

We will for sure 10:12

Thanks I appreciate it a ton!!! 10:13

Wed, Nov 11, 11:23

Hey dude I have to pull him out of school at noon and

●○○○○ Sprint LTE 17:57 83%

Messages **Erich** Details

Hey dude I have to pull him out of school at noon and his flight leaves on the 25th at 1340 and gets to San Diego at 1440...

That works just fine- thanks!!

Wed, Nov 11, 13:44

What's the airline?

Spirit

●○○○○ Sprint LTE 17:57 83%

Messages **Erich** Details

Wed, Nov 11, 10:44

What's the airline?

Spirit

We have looked at southwest and the un accompanied minor fee may be less but the airfare is way higher both directions which makes the totals higher both ways

I look every time

●○○○○ Sprint LTE 17:57 83%

Messages **Erich** Details

Tue, Nov 17, 14:56

Who is doing Nate's surgery?

I believe it's the same Dr who did his last one at Nellis... I can try and find her name

Yes, please.

I'll look when I get home tonight

●○○○○ Sprint LTE 17:57 83%

Messages **Erich** Details

Wed, Nov 18, 15:15

Sorry we got tied up last night and I totally spaced it. It's Dr Christine Marbel

Thanks

You're welcome

Wed, Nov 25, 11:25

I talked to Naters teacher and told her

●○○○○ Sprint LTE 17:57 83%

Messages Erich Details

Wed, Nov 25, 11:25

I talked to Naters teacher and told her that you are suppose to be on his stuff etc, she said she will call you ASAP.

We are on the way to the airport and I will let you know when he boards.

He's pretty excited

EXHIBIT F

●●○○○ Sprint 5:26 PM 61%

Messages (1) **Erich** Details

Nathan has an ENT appt nov 9th at Nellis afb

Ok thanks. I'm looking at flights vs picking him up for Thanksgiving as well.

Please let me know asap the exact dates please. You still have a copy of his breaks, right?

I can't find them, would you send me a copy please.

Wed, Nov 4, 7:06 AM

I emailed you a copy of his schedule. He is only off that Thursday Friday Saturday and Sunday he

iMessage

●●○○○ Sprint 5:26 PM 61%

Messages (1) **Erich** Details

I can't find them, would you send me a copy please.

Wed, Nov 4, 7:06 AM

I emailed you a copy of his schedule. He is only off that Thursday Friday Saturday and Sunday he goes back to school on Monday so I can try and get him out on a late flight on Wednesday and please have him back at a decent time on Sunday please. I need to know ASAP in order to make arrangements.

Thu, Nov 5, 10:21 AM

We're going to Cali(SD),

iMessage

●●●○○ Sprint 5:29 PM 62%

Messages (1) **Erich** Details

You keep making me pay out for everything.

It's for ANY kindergarten in the state of Nevada. We have paid for the entire amount EVERY month since her started Erich. It's in the paperwork and it's standard.

It won't go away and I'm keeping track.

Mon, Nov 9, 8:51 AM

In case you forgot- Nathan had a doctors appt today for his ear.

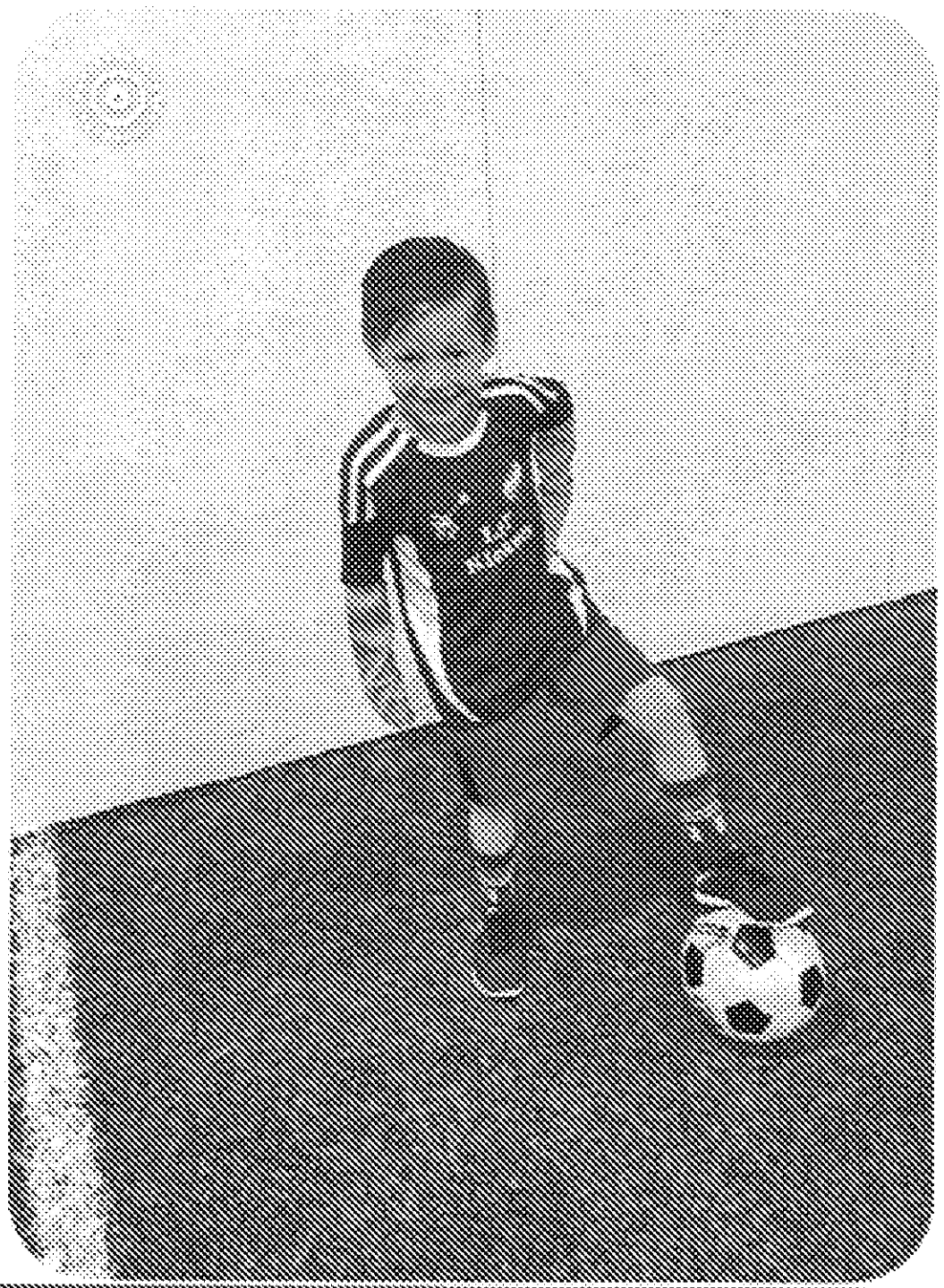
It's at Nellis Air Force Base-you have complete

iMessage

●●●○○ Sprint 5:28 PM 62%

Messages (1) **Erich** Details

Sun, Nov 8, 12:39 PM



First day of soccer!

*yes he ran right into the plexiglass and has a knot on his forehead!

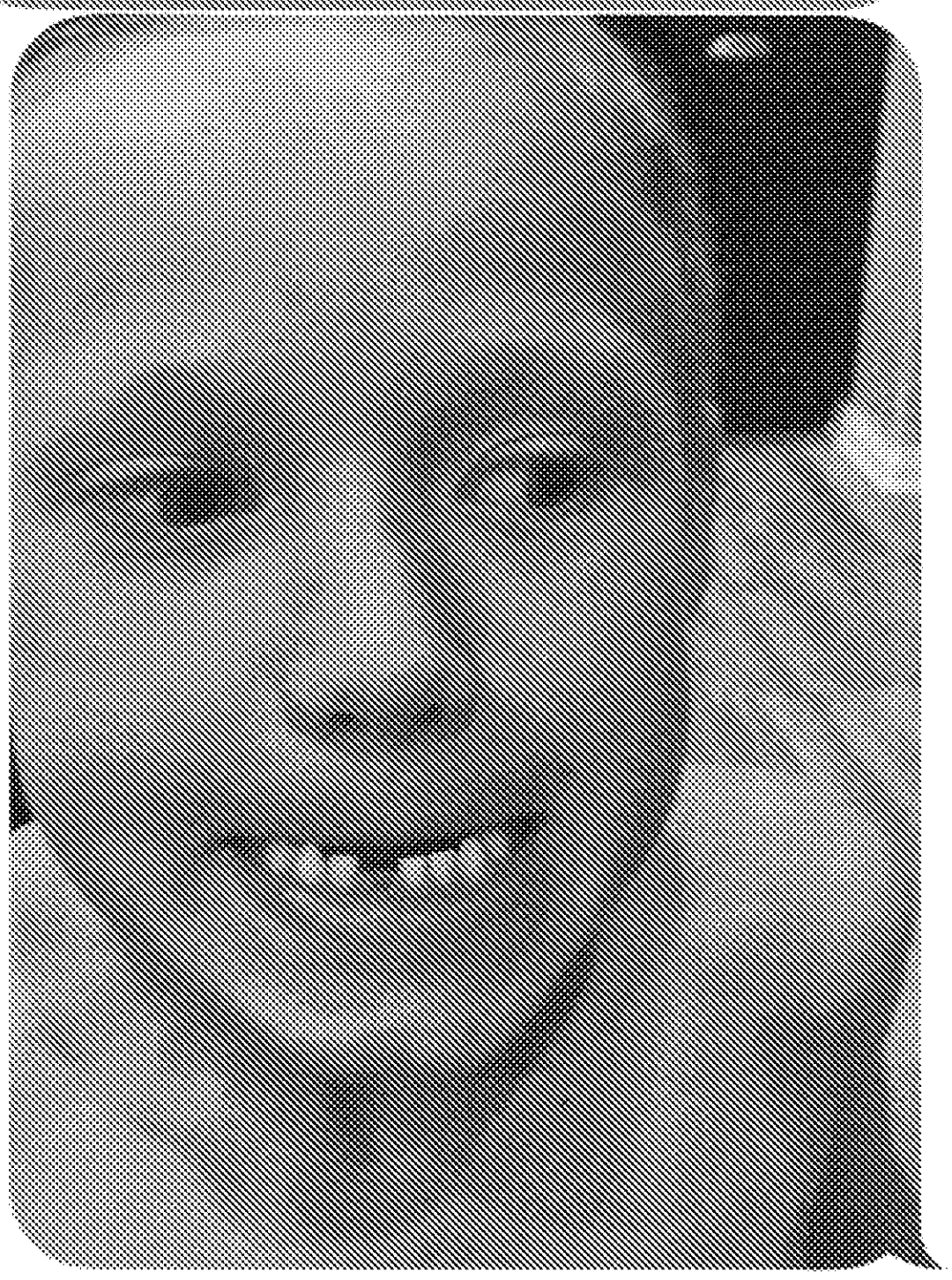
#7

iMessage

●●○○○ Sprint 5:19 PM 60%

Messages (4) **Erich** Details

Nathan lost a tooth last night.



Good job buddy!!!

Thu, Apr 7, 7:02 PM

I've called Nate twice. Please have him call me

iMessage

EXHIBIT G

●●○○○ Sprint 5:17 PM 59%

Messages (4) **Erich** Details

I tried calling Nate. I know it's earlier than "the decree." But, we'll be at dinner here and he's usually distracted at the football games or whatever. Just wanted to talk to him. I'll try him tomorrow.

They called you back- you didn't answer.

Thu, Mar 17, 7:32 PM

I never got a call

Fri, Mar 18, 7:01 PM

Give us a bit- we are at a school function.

Message

Sprint 5:19 PM 60%

Messages (4) **Erich** Details

communication with me.

YOU don't get to hold the decree as a guide when you only follow and do what you want out of it.

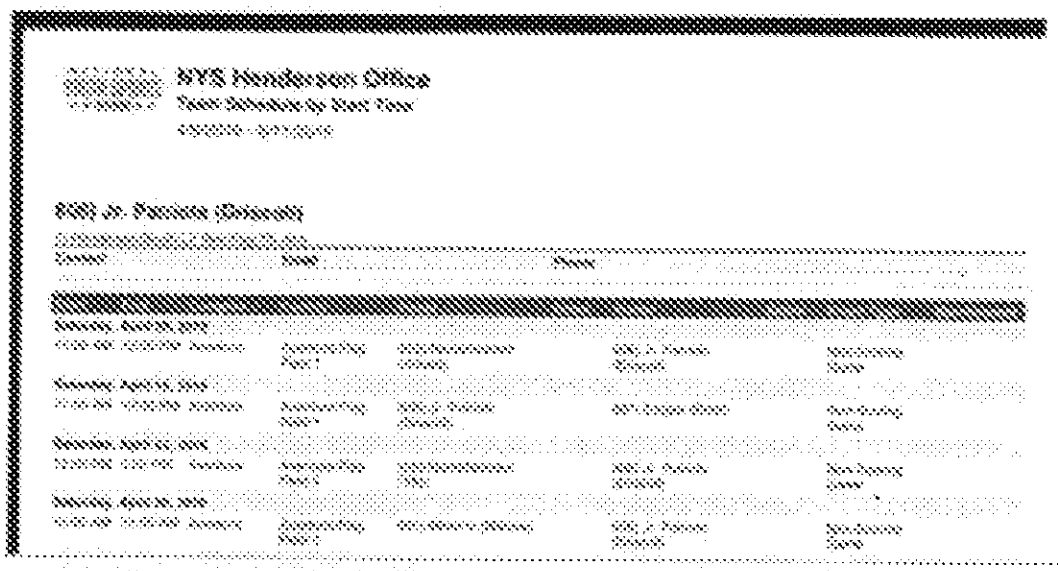
And this is why you're a high-conflict parent.

So what is your excuse?

Sat, Apr 9, 11:04 AM

Re: Flag Football (Team #606) - Game Schedule

April 1, 2016 at 3:13 PM



iMessage

●●○○○ Sprint 5:19 PM 60%

Messages (4) **Erich** Details

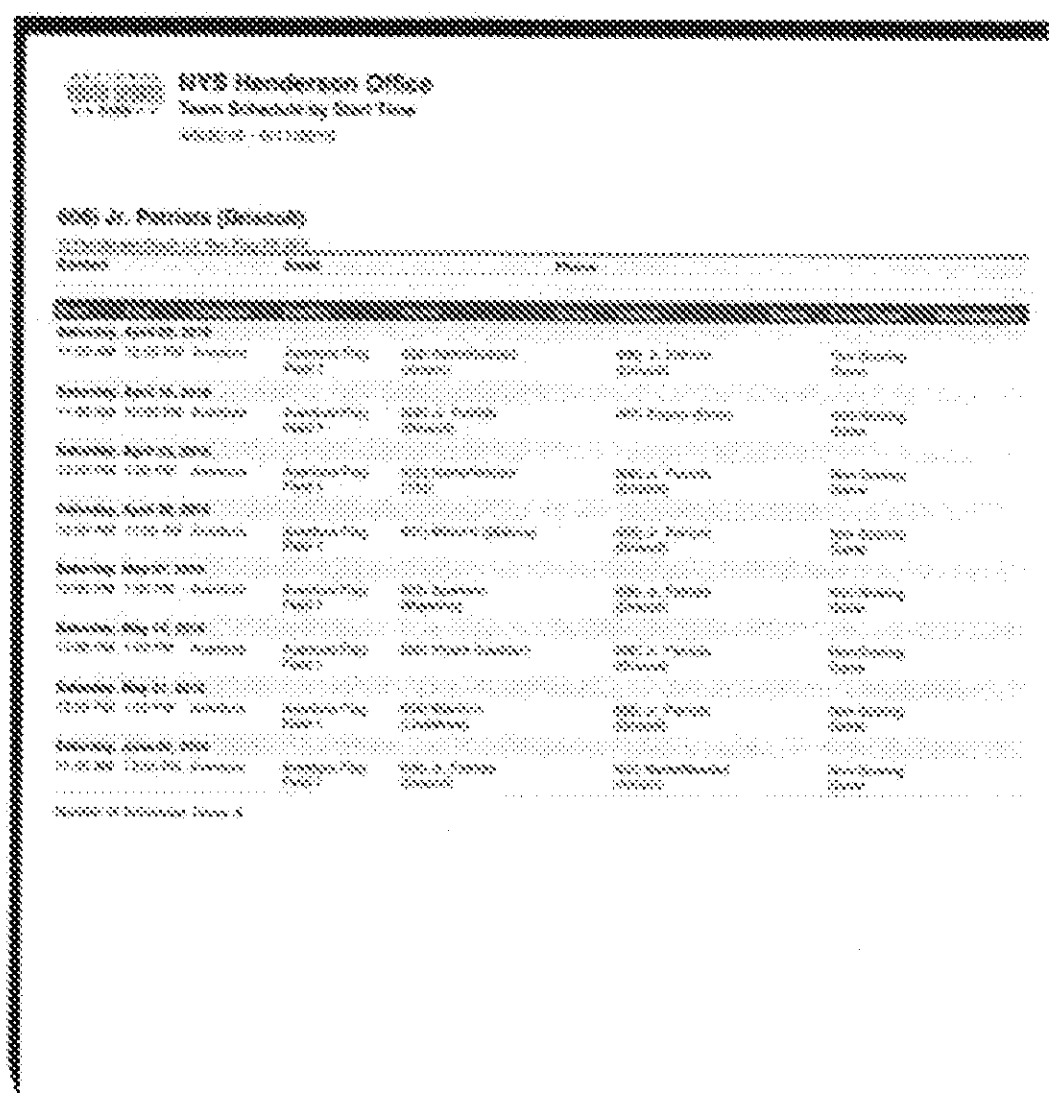
And this is why you're a high-conflict parent.

So what is your excuse?

Sat, Apr 9, 11:04 AM

Re: Flag Football (Team #606) - Game Schedule

April 1, 2016 at 3:13 PM



Thanks. Would you please send a pic of him

iMessage

●●○○○ Sprint 5:19 PM 60%

Messages (4) **Erich** Details

Wed, Apr 20, 7:51 PM

I just got done from church. Can Nathan talk on FaceTime please?

Thu, Apr 21, 2:05 PM

Please give me Nathan's SSN. I don't have it and am updating stuff for my records.

You might want to save it on your person somehow. Nathan's SSN [redacted]

Thank you.

Thu, Apr 21, 7:02 PM

I've tried FaceTime 3x.

iMessage

●●○○○ Sprint 5:20 PM 60%

Messages (4) **Erich** Details

I have discussed and provided you with his practice schedule.

He's at practice.

You gave me a game schedule

And you never "discussed" anything.

Maybe you should listen better.

We've not even talked.

Seriously, always combative.

You like to discuss issues through FaceTime. It

iMessage

Sprint 5:20 PM 60%

Messages (4) **Erich** Details

You like to discuss issues through FaceTime. It occurred.

You play victim- always.

There's always a reason you fail.

I never use FaceTime to discuss anything with you Raina. And that never happened. And your insolent comments are soon going to get you in trouble.

So, when are practices and what are the times please?

And your insolent

iMessage

●●○○○ Sprint 5:20 PM 60%

Messages (4) **Erich** Details

I never use FaceTime to discuss anything with you Raina. And that never happened. And your insolent comments are soon going to get you in trouble.

So, when are practices and what are the times please?

And your insolent comments are soon going to get you in trouble.

Could you just please send me the practice times and schedules for them?

iMessage

Sprint 5:20 PM 60%

Messages (4) **Erich** Details

Is Nathan done with practice yet? It's already 7:45pm.

He called to say good night and you didn't answer.

Mon, Apr 25, 7:05 PM

I have called Nathan 5x now. Please have him FaceTime me.

We haven't gotten 1

Well I'm not making it up.

Sat, Apr 30, 8:11 PM

Hey we just finished dinner- can Nathan

iMessage

●●○○○ Sprint 5:20 PM 60%

Messages (4) **Erich** Details

Sat, Apr 30, 8:11 PM

Hey we just finished dinner- can Nathan FaceTime please?

Sun, May 1, 7:03 PM

He's playing basketball- I'll have him cal when he's done if that works -

That's fine.

Is he done yet?

We called 2 x - he's in the shower now. I'll have him call again when he's done.

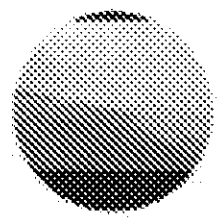
I haven't received a

iMessage

●●○○○ Sprint 5:20 PM 60%

Messages (4) **Erich** Details

I haven't received a single call.



Erich Martin

Today

7:22 PM **Canceled FaceTime**

7:21 PM **Canceled FaceTime**

mobile

(719) 964-4784

work

(719) 526-3978

mobile

+1 (307) 275-6343

FaceTime

other

I didn't cancel FaceTime not received those calls. And why do you have my old number on there still?

iMessage

●●○○○ Sprint 5:20 PM 60%

Messages (4) **Erich** Details

I didn't cancel FaceTime not received those calls. And why do you have my old number on there still?

Nor not "not"

Your new number is there- I was just showing you we called.

Maybe you called the old number- I've been walking around the house waiting for his call.

No I didn't-

FaceTime is connected with email between iPhones.

iMessage

Sprint 5:20 PM 60%

Messages (4) **Erich** Details

FaceTime is connected with email between iPhones.

It's fine, but I am telling you I didn't receive them whatsoever.

Mon, May 2, 7:00 PM

I've tried doing FaceTime twice now.

Thu, May 5, 7:01 PM

He's a practice

Ok have him call after please.

Thu, May 5, 8:16 PM

I have tried 3x to call

iMessage

Sprint 5:21 PM 60%

Messages (4) **Erich** Details

Tue, May 10, 7:04 PM

He's at practice - like every other Tuesday & Thursday you have called. I'll have him call later.

Yes, well, you still haven't provided the practice schedule. So, I don't know when he's actually done. And so I am calling b/c there have been times he's done at 8 my time.

You were in formed verbally as there is no paper practice schedule. There have been cancellations due to weather. He will call

iMessage

●●○○○ Sprint 5:21 PM 60%

Messages (4) **Erich** Details

schedule. So, I don't know when he's actually done. And so I am calling b/c there have been times he's done at 8 my time.

You were in formed verbally as there is no paper practice schedule. There have been cancellations due to weather. He will call when he's done.

Raina, as I've asked before, b/c you never "verbally" told me, send me an email to keep track of it.

You can always contact

iMessage

●●○○○ Sprint 5:21 PM 60%

Messages (4) **Erich** Details

Raina, as I've asked before, b/c you never "verbally" told me, send me an email to keep track of it.

You can always contact the league to find out.

Well, seeing as how I don't know what league you put him in, nor ever discuss anything with me, I don't know. Your communication has been non-existent. Even with regards to visitation.

That is odd, it clearly states the league in the schedule I sent you and not sure you're even

iMessage

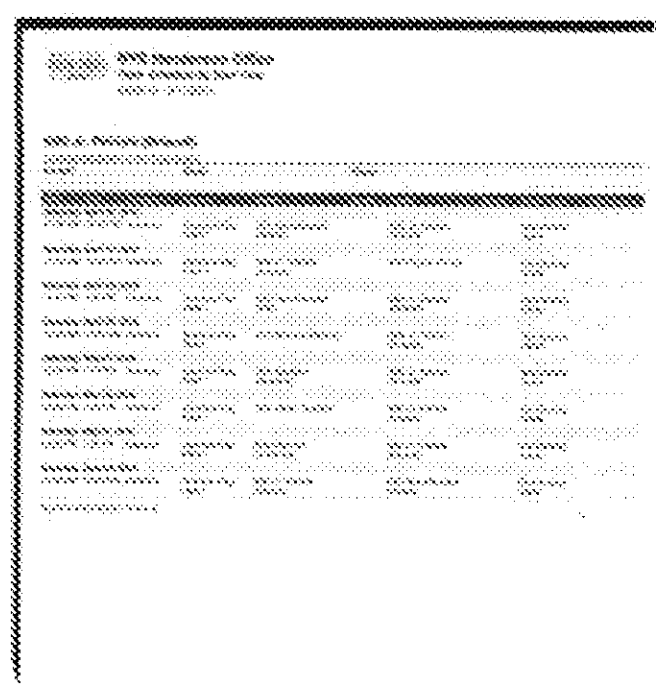
Sprint 5:21 PM 60%

Messages (4) **Erich** Details

That is odd, it clearly states the league in the schedule I sent you and not sure you're even looking for actual information because you genuinely care or looking for an argument. But here is the schedule I originally sent on April 9th so it is easier and more convenient for you.

Sat, Apr 9, 11:04 AM

Re: Flag Football (Team #606) - Game Schedule
April 1, 2016 at 3:13 PM



iMessage

Sprint 5:21 PM 60%

Messages (4) **Erich** Details

know it.

You have followed our divorce decree as loosely and selectively as our marriage vows. I can list a plethora of violations on your part but my concern is our son.

If you truly wanted to know about Nathan, you could have found it with the information I did provide. That simple.

We tried FaceTime three times.

I'm still waiting to FaceTime please.

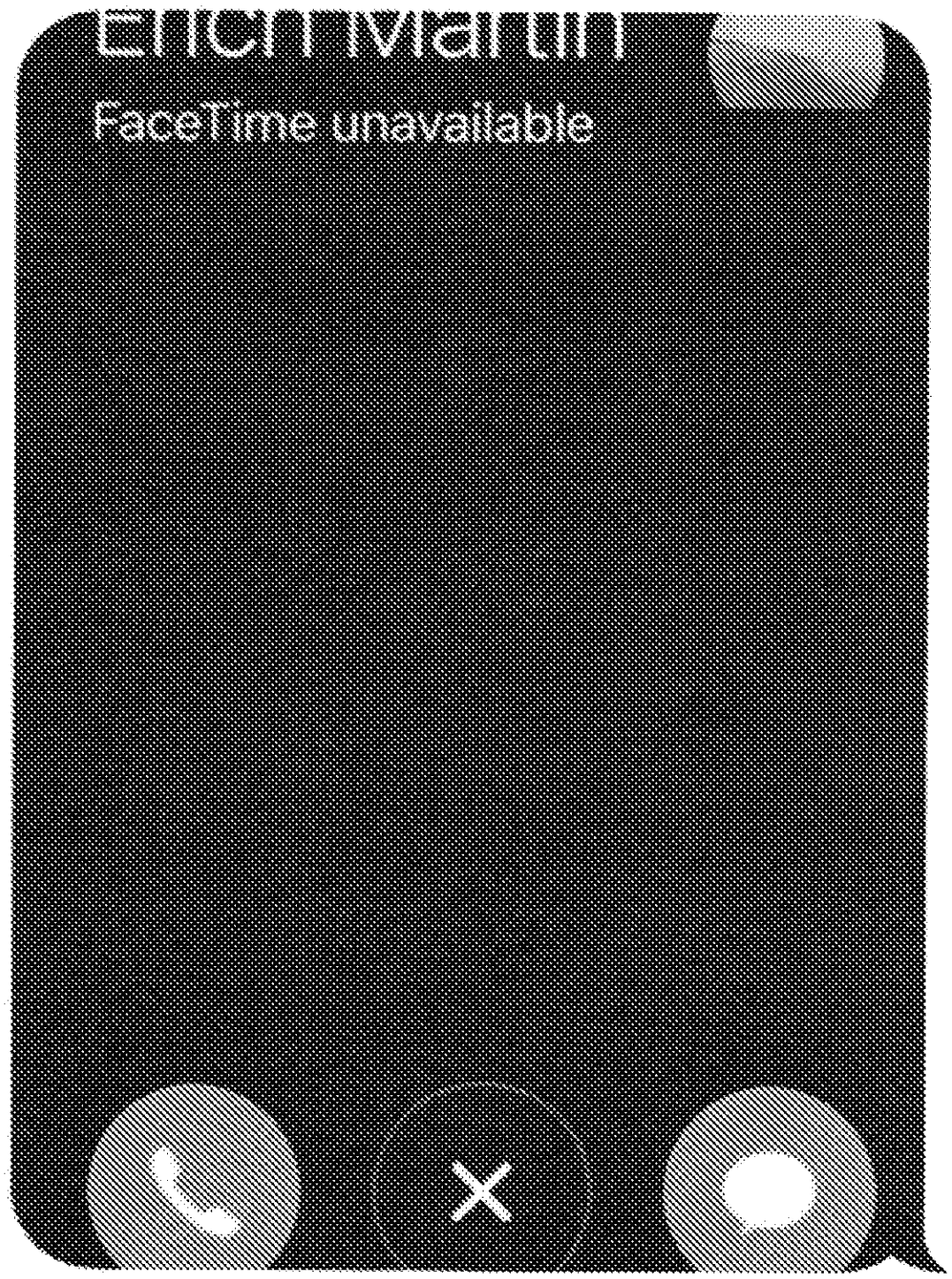
Erich Marlin

iMessage

●●○○○ Sprint 5:21 PM 60%

Messages (4) **Erich** Details

I'm still waiting to FaceTime please.



Text Message

In order to maximize time off with Nathan, my bosses are requiring me to have confirmation

iMessage

Sprint 5:21 PM 60%

Messages (4) **Erich** Details

iMessage

I haven't gotten one and I have called again twice

And you're just trying to be nasty.

We called 3 times- he is in bed.

It's his summer, let him talk to me now please.

I have followed all of the decree.

Wed, May 11, 7:00 PM

He's at the park playing with friends

Give him 10

iMessage

EXHIBIT H

COLORADO
Bureau of Investigation
Department of Public Safety

Identification
690 Kipling Street, Suite 3000
Lakewood, CO 80215
303-239-4208

BRICKER, ANTHONY
2812 JOSEPHINE DR
HENDERSON, NV 89044

Date: 06/09/16 08:21:18(MT)

RE: MARTIN, ERICH LEE DOB: 123080 SOC: XXXXX3860

The Colorado arrest record for the person noted to follow.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests, which are not supported by fingerprints, will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

The results attached are based on a name search which may or may not be the subject of this inquiry. This search does not include a fingerprint comparison, which is the only means of positive identification. Since an arrest record may be established after this inquiry, an arrest record is only valid at the time of the current request. To ensure the most current available information in regards to subsequent arrest after an initial inquiry, it is recommended another query be made.

The results attached below are based on the criteria given.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law, and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Michael S. Rankin, Director
Colorado Bureau of Investigation

*** ATTN: KFI

COLORADO BUREAU OF INVESTIGATION - IDENTIFICATION UNIT
690 KIPLING STREET,SUITE #3000, DENVER, COLORADO 80215 (303)239-4208

THIS IDENTIFICATION RECORD IS FOR LAWFUL USE ONLY AND SUMMARIZES INFORMATION SENT TO THE COLORADO BUREAU OF INVESTIGATION FROM FINGERPRINT CONTRIBUTORS IN THE STATE OF COLORADO.

UNLESS FINGERPRINTS ACCOMPANIED YOUR INQUIRY, THE COLORADO BUREAU OF INVESTIGATION CAN NOT GUARANTEE THIS RECORD RELATES TO THE PERSON IN WHOM YOU HAVE AN INTEREST.

IF THE DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF AN ARREST CHARGE OR DISPOSITION IS DESIRED, THAT INFORMATION MAY BE OBTAINED FROM THE AGENCY WHO FURNISHED THE ARREST INFORMATION.

ONLY THE COURT OF JURISDICTION OR THE RESPECTIVE DISTRICT ATTORNEY'S OFFICE WHEREIN THE FINAL DISPOSITION OCCURRED CAN PROVIDE AN OFFICIAL COPY TO ANY SPECIFIC DISPOSITION.

STATE LAW GOVERNS ACCESS TO SEALED RECORDS.

BECAUSE ADDITIONS AND DELETIONS TO A CRIMINAL HISTORY RECORD MAY BE MADE AT ANY GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

************************* IDENTIFICATION *************************

NAME(S) USED:
MARTIN, ERICH MATTHEW
MARTIN, ERICH

PHYSICAL:
SEX: M   RACE: W   HGT: 603   WGT: 220
EYE: BLU   HAIR: BLN   SKN:

DATE(S) OF BIRTH:
12/30/1980

PLACE(S) OF BIRTH:
IN

SCARS/MARKS:
TAT R ARM

************************* CRIMINAL HISTORY *************************

============================== Cycle 1 of 2 ==============================

------- ARREST -------

DATE ARRESTED	09/10/2013
AGENCY	LARIMER COUNTY SHERIFF'S OFFICE
ARREST NUMBER	2957330
NAME USED	MARTIN,ERICH MATTHEW
CHARGE	01
CHARGE LITERAL	DRIVING UNDER THE INFLUENCE DRIVING UNDER THE INFLUENCE
FACTUAL BASIS	COURT ORDERED PRINTS
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	08/03/2013
DOCKET	CO212013T 008842

============================== Cycle 2 of 2 ==============================

------- ARREST -------

DATE ARRESTED	04/16/2016
AGENCY	LARIMER COUNTY SHERIFF'S OFFICE
ARREST NUMBER	A16004157
NAME USED	MARTIN,ERICH MATTHEW
CHARGE	01
CHARGE LITERAL	DRIVING UNDER THE INFLUENCE DUI/DWAI-ALCOHOL OR DRUGS

```
  TYPE/LEVEL              MISDEMEANOR
  OFFENSE DATE            04/16/2016
CHARGE                    02
  CHARGE LITERAL          DRIVING UNDER THE INFLUENCE  DROVE VEH WHEN BAC .08 OR
                          MORE
  TYPE/LEVEL              MISDEMEANOR
CHARGE                    03
  CHARGE LITERAL          TRAFFIC OFFENSE  POSITION/TURNING METHOD VIOL
CHARGE                    04
  CHARGE LITERAL          TRAFFIC OFFENSE  DROVE SUSP/REVOKED/DENIED/CANCELL
  TYPE/LEVEL              MISDEMEANOR
-------- COURT --------
CHARGE                    01
  CHARGE LITERAL          DRIVING UNDER THE INFLUENCE  DRIVING UNDER THE
                          INFLUENCE
  TYPE/LEVEL              MISDEMEANOR
  OFFENSE DATE            04/16/2016
  DOCKET                  C03520160T 001297
CHARGE                    02
  CHARGE LITERAL          DRIVING UNDER THE INFLUENCE  DRIVING UNDER THE
                          INFLUENCE PER SE
  TYPE/LEVEL              MISDEMEANOR
  OFFENSE DATE            04/16/2016
  DOCKET                  C03520160T 001297
CHARGE                    03
  CHARGE LITERAL          TRAFFIC OFFENSE  TURNING IMPROPERLY
  TYPE/LEVEL              TRAFFIC
  OFFENSE DATE            04/16/2016
  DOCKET                  C03520160T 001297
CHARGE                    04
  CHARGE LITERAL          TRAFFIC OFFENSE  DRIVING UNDER RESTRAINT
  TYPE/LEVEL              MISDEMEANOR
  OFFENSE DATE            04/16/2016
  DOCKET                  C03520160T 001297

    ** CRIMINAL JUSTICE AGENCIES MAY NOT HAVE PROVIDED ALL ARRESTS,  **
    ** CHARGES OR DISPOSITIONS TO THE CBI.  THIS RECORD SHOWS ALL    **
    ** ARRESTS, CHARGES & DISPOSITIONS THAT WERE PROVIDED, UNLESS    **
    ** ACCESS TO THEM HAS BEEN LIMITED BY COURT ORDER.               **
  *FALSIFYING OR ALTERING THIS RECORD WITH THE INTENT TO MISREPRESENT*
  *THE CONTENTS OF THE RECORD IS PROHIBITED BY LAW, AND MAY BE       *
  *PUNISHABLE AS A FELONY WHEN DONE WITH THE INTENT TO INJURE OR     *
  *DEFRAUD ANY PERSON.                                               *
        ------ END OF RECORD MEETING DISSEMINATION CRITERIA ------
           -------- 06/09/2015 20:17MT --------
```

COLORADO CRIMINAL HISTORY INFORMATION SHEET

1. WHO IS CRIMINAL JUSTICE/LAW ENFORCEMENT?

"Criminal justice agency" means any court with criminal jurisdiction and any agency of the state or of any county, city and county, town, boards of institutions of higher education, school district, special district, judicial district, or law enforcement authority which performs any activity directly relating to the detection or investigation of crime; the apprehension, pretrial release, posttrial release, prosecution, correctional supervision, rehabilitation, evaluation, or treatment of accused persons or criminal offenders; or criminal identification activities or the collection, storage, or dissemination of arrest and criminal records information.

2.DEFINE LAWFUL USE OF THE RECORDS.

Records shall not be used by any person for the purpose of soliciting business for pecuniary gain. The official custodian shall deny any person access to records of official actions and criminal justice records unless such person signs a statement which affirms that such records shall not be used for the direct solicitation of business for pecuniary gain.

3.WHO ARE FINGERPRINT CARD CONTRIBUTORS?

Fingerprint card contributors are "Criminal Justice Agencies," as defined above (#1).

4.WHAT IS A DISPOSITION?

"Disposition" means a decision not to file criminal charges after arrest; the conclusion of criminal proceedings, including conviction, acquittal, or acquittal by reason of insanity; the dismissal, abandonment, or indefinite postponement of criminal proceedings; formal diversion from prosecution; sentencing, correctional supervision, and release from correctional supervision, including terms and conditions thereof; outcome of appellate review of criminal proceedings; or executive clemency.

5.WHERE CAN I GET A DISPOSITION IF IT IS NOT POSTED TO MY CBI RECORD?

You can get copies of your dispositions from www.cocourts.com for a nominal fee. These records are also available from the courts in which you appeared. If your case never went to court, you may be able to get the records from the arresting agency itself (the police department or sheriff's office) or the district attorney's office in the jurisdiction where you were arrested.

6.WHAT JUVENILE RECORDS ARE RELEASED TO THE PUBLIC?

The records of law enforcement officers concerning juveniles, including identifying information, shall be identified as juvenile records and shall not be inspected by or disclosed to the public. The only Juvenile records released to the public are those juveniles that have been charged as adults. DUI and minor traffic violations are also releasable if the juvenile is over 16 years old when the offenses occur. Juvenile registered sex offender records will also be released.

7.WHAT IS A SEALED RECORD AND HOW CAN I GET MY RECORD SEALED?

A sealed record is available only to law enforcement, not to the general public. Any person in interest (party to the case) may petition the District Court to seal records by filing a civil action in the county in which any arrest and/or criminal records are filed. A separate civil case must be filed for each court case record you want sealed, unless both a county court case (F Case) and a district court case (CR case) were established as a result of the same offense. You can obtain information on sealing your record from the State Judicial website, www.courts.state.co.us, or from the courts in which you appeared.

8.WHO DO I CONTACT IF I HAVE A DISPUTE WITH MY RECORD?

Any person in interest who is provided access to any criminal justice records shall have the right to challenge the accuracy and completeness of records to which he has been given access, insofar as they pertain to him, and to request that said records be corrected. You can do a record challenge at CBI (for information on this procedure go to the website, www.cbi.state.co.us/id or call (303) 239-4208. You can also take your dispute directly to the arresting agency.

9.WHAT ARE COURT FILING ON DOCKET ENTRIES?

These entries on the CBI record are displayed electronically on the Colorado criminal history by the State Judicial Department. They are currently posted from district court cases and they are based on the court case number, the arrest number, the last name of the individual, and the arresting agency.

10. WHAT IS DOC INCARCERATION SENTENCE?

DOC Incarceration Sentence is not a new arrest entry on the criminal history. When a person is convicted of a crime and they are sentenced to the Department of Corrections, an entry is made into the criminal history showing the charge the person was convicted of and how long the jail sentence was.

11. WHAT SEX OFFENDER INFORMATION WILL BE RELEASED WITH THE RECORD?

For additional sex offender information please access the Colorado Sex Offender website, www.sor.state.co.us. The results of the CBI record check will show if the person being checked on is currently a registered sex offender. Sex offender charges do not necessarily require a person to register as a sex offender.

12. DOES CBI RELEASE WARRANT INFORMATION? WHAT IS A FUGITIVE OF OTHER JURISDICTION ENTRY?

CBI does not release warrant information to the public. If you know what agency the warrant is out of, you will need to contact that agency for the information. That agency may or may not be able to release the warrant information; depending on their policy regarding the release of such information. The website, www.cocourts.com, may also provide some warrant information. A Fugitive of Other Jurisdiction charge means that the person in question had a warrant out of one law enforcement agency and was arrested by another agency for that warrant. The person does not necessarily have an active warrant out for their arrest.

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERICH M. MARTIN
Plaintiff/Petitioner

RAINA L. MARTIN
Defendant/Respondent

Case No. D-15-509045-D

Dept. C

MOTION/OPPOSITION FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of $25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of $129 or $57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the $25 or $0 filing fee in the box below.

☒ **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the $0, $129 or $57 filing fee in the box below.

☒ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:
☐ **$0** ☐ **$25** ☐ **$57** ☐ **$82** ☐ **$129** ☐ **$154**

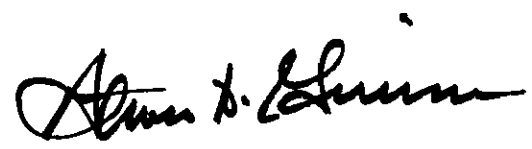
Party filing Motion/Opposition: Michele L. Roberts Date 6-24-16

Signature of Party or Preparer [signature]

55

55

Electronically Filed
07/06/2016 01:37:04 PM



CLERK OF THE COURT

MOT
JOHN T. KELLEHER, ESQ.
Nevada State Bar No. 6012
KELLEHER & KELLEHER, LLC
40 South Stephanie Street, Suite 201
Henderson, Nevada 89012
Telephone (702) 384-7494
Facsimile (702) 384-7545
kelleherjt@aol.com
Attorney for Plaintiff

DISTRICT COURT - FAMILY DIVISION

CLARK COUNTY, NEVADA

ERICH M. MARTIN Plaintiff, v. RAINA L. MARTIN, Defendant.	CASE NO.: D-15-509045-D DEPT. NO.: C Date of Hearing: July 7, 2016 Time of Hearing: 9:00am

REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE and OPPOSITION TO DEFENDANT'S COUNTERMOTION TO CLARIFY AND/OR MODIFY CERTAIN CHILD CUSTODY PROVISIONS AND FOR AN ORDER TO SHOW CAUSE AS TO WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR HIS WILLFUL VIOLATION OF THIS COURT'S ORDERS, FOR SANCTIONS, FOR ATTORNEY'S FEES AND RELATED RELIEF

COMES NOW Plaintiff, Erich M. Martin, by and through his attorney, John T. Kelleher, Esq., of the law firm of KELLEHER & KELLEHER, and hereby files his Reply to Defendant's Opposition to Plaintiff's Motion for Order to Show Cause and files his Opposition to Defendant's Countermotion to Clarify and/or Modify Certain Child Custody Provisions and for an Order to Show Cause as to Why Plaintiff Should Not Be Held in Contempt of Court for His Willful Violation of This Court's Orders, for Sanctions, for Attorney's Fees and Related Relief.

///

///

///

LAW OFFICES
KELLEHER & KELLEHER LLC
40 South Stephanie Street, 201
HENDERSON, NEVADA 89012
(702) 384-7494

This Reply and Opposition is made and based upon the pleadings on file herein, the affidavits attached hereto, and the oral argument of counsel at the time of hearing.

DATED this 6 day of July, 2016.

KELLEHER & KELLEHER, LLC

By: [signature]

JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012 #6254
40 South Stephanie Street, Suite 201
Henderson, Nevada 89012
Attorney for Plaintiff

LAW OFFICES
KELLEHER & KELLEHER LLC
40 South Stephanie Street, 201
HENDERSON, NEVADA 89012
(702) 384-7494

POINTS AND AUTHORITIES

I.

INTRODUCTION

Defendant, Raina L. Martin ("Defendant") claims in her Opposition and Countermotion that "Plaintiff's Motion for Order to Show Cause is just his continued attempt to harass Defendant." *See* Opposition and Countermotion at 2:22-23. In reality, it is *Defendant* who has a history of harassment, withholding the parties' minor child, Nathan, from Plaintiff, Erich M. Martin ("Erich"), and skewing the plain meaning of the parties' Decree of Divorce to read as she wants it to.

Rather than allow Defendant's unsubstantiated claims to go unanswered, Erich replies as follows.

II.

REPLY AND OPPOSITION

A. DEFENDANT *HAS* WITHHELD VISITATION

Defendant attaches an email chain to her Opposition and Countermotion showing "where [Defendant] specifically stated that she was not denying [Erich] visitation." *Id.* at 3:10-11. Instead, according to Defendant's provided emails, she was refusing to pay her share of the Court-ordered chaperone fee for Nathan to visit Erich and requiring Erich to either pay the fee himself or come to

Las Vegas to visit Nathan. *Id.* at Exhibit B. Defendant fails to consider, however, that the parties' Decree of Divorce ("Decree") specifically provides for Nathan's visits *to* Erich "wherever Erich chooses to exercise his visitation" and orders the parties to divide equally the costs associated with that travel. *See* Decree at 4:8; 7:19-24. By refusing to pay her half of Nathan's travel costs, Defendant effectively holds Erich hostage to her demands, informing him unilaterally that he will not be able to see Nathan unless he complies with her wishes or travels to Las Vegas. In effect, Defendant uses visitation with Nathan as leverage to get what she wants without having to comply with the terms of the Decree.

According to Defendant, "during mediation, the parties agreed that Erich would pay for the [chaperone costs associated with Nathan's travel] until Nathan could fly unaccompanied, meaning when Nathan is old enough to fly without any type of adult supervision, which includes fees charged by the airlines." *See* Opposition and Countermotion at 4:21-24. Here again, Defendant demonstrates her failure to follow the parties' Decree and her insistence that her desires should be met, no matter the injustices to Erich or Nathan. The language of the parties Decree is clear:

> IT IS FURTHER ORDERED, ADJUDGE, 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.

See Decree at 7:19-24. Nathan is now five (5) years old and will be turning six (6) in August. Accordingly, Nathan is now able to fly unaccompanied and without any kind of chaperone. Pursuant to the Decree, Defendant is responsible for one-half (½) of Nathan's travel costs to visit Erich. The Decree places full responsibility on Nathan only for "chaperone costs associated with Nathan's travels." Erich consistently paid those chaperone costs for as long as Nathan was unable to travel without a chaperone.

Defendant implies that her own interpretation and understanding of the parties' mediation relieves her from financial obligations assigned her in the Decree. As evidence that her understanding of the mediation is correct as opposed to Erich's Defendant states, "Erich in Colorado, not Raina [*sic*]. She is already paying one way for Nathan to fly Colorado [*sic*]. The parties

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divorced last year, and Nathan was already five years old at that time and was flying under the accompanied minor provisions for the airlines . . . ." *See* Opposition and Countermotion at 4:25-28; 5:1. As a result, Defendant argues, "It is apparent that the parties' agreement was to have Erich pay for the unaccompanied minor fees until Nathan turned twelve." *Id.* at 5:2-3.

Erich's understanding of the agreement reached at mediation is different, however. At the time the parties completed mediation, Nathan was still four (4) years old and unable to travel without a chaperone. At mediation, Erich agreed to pay for chaperone fees required for Nathan to travel until he could fly unaccompanied. Before Nathan's fifth birthday, Nathan traveled to visit Erich and Erich paid for the cost to chaperone him. The parties' Decree is a reflection of the agreement arrived to at mediation and Erich's understanding of the agreement varies from Defendant's.

Additionally, Defendant claims that she did not deny Erich visitation during Spring Break. *Id.* at 4:15. In fact, Defendant claims Erich "didn't request to exercise his time after Spring Break. If Erich chooses not to ask, then it's not Raina's responsibility to make sure he exercises it." *Id* at 4:15-17. Defendant's assertions are untruthful, however. Erich *did* request time for a Spring Break visitation--several times, in fact. At least one attempt to request a Spring Break visitation occurred on February 12, 2016. *See* February 12, 2016 Email, attached as **Exhibit 1**. Defendant, however, refused to allow Nathan to fly to visit Erich and Erich was forced to cancel the round trip ticket he purchased for Nathan's visit.

In defense of her decision to deny Plaintiff visitation time over Spring Break, Defendant recounts a story comprised of a series of half-truths to insinuate that Erich somehow endangered Nathan by allowing him to return to Las Vegas on January 26, 2016 unaccompanied and unannounced. *Id.* at 3:14-28; 15:1-18. Erich, however, had provided Defendant with the exact date and time of Nathan's January 26 flight on December 14, 2015, more than one (1) month before Nathan's travel date and in compliance with the Decree. *See* Decree at 4:16-17. Furthermore, Erich notified Defendant of Nathan's flight number and airline approximately three (3) hours before his arrival in Las Vegas. Defendant's attempts to excuse herself from picking Nathan up from the airport are preposterous as she had ample time to take off work and arrive in time to welcome Nathan home.

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Erich should not be held in contempt for violating any provisions of the Decree. Instead, this Court should grant Erich's Motion, holding Defendant in contempt for her several and varied violations of the Decree.

B. ERICH HAS NEVER DENIED DEFENDANT TELEPHONIC CONTACT WITH NATHAN

Defendant claims that Erich has "at times refused or would not allow Nathan to communicate with [Defendant] via phone or other means." *See* Opposition and Countermotion at 3:17-20. On one occasion, Nathan fell asleep and cried when woken up to speak to Defendant over FaceTime. As a result, Erich had Nathan call Defendant the following day to speak with her. Contrary to Defendant's claim, Erich does take Nathan's desires into account when helping him to speak to Defendant telephonically. *Id.* at 5:13-16. Also contrary to Defendant's claims, the Decree *does* limit telephonic communication to not longer than ten (10) minutes. *See* Decree at 5:20-22. For Defendant to assert otherwise shows either her utter lack of knowledge regarding the provisions of the parties' Decree or her tendency to make dishonest remarks in the hope this Court will take everything she says at face value.

Strikingly, Defendant does not deny her interruption of Erich's Face Time conversations with Nathan. As stated previously in Erich's Motion, Defendant has refused multiple times to let Erich and Nathan talk over Face Time. She also does not allow Nathan any privacy over Face Time, insisting on being there to coach Nathan through his conversations with Nathan.

C. DEFENDANT IS IN VIOLATION OF HER JOINT LEGAL CUSTODY RESPONSIBILITIES

Defendant unilaterally scheduled surgery for Nathan during Erich's visitation. Just because Erich was notified prior to the surgery does not mean that any discussion took place between the parties regarding the surgery and, in fact, no such discussion did take place. *Id* at 5:21-22. Instead, Defendant scheduled the surgery at a time most convenient for her without ever "consulting" Erich regarding Nathan's health care as the Decree mandates. *See* Decree at 2:22-24.

Additionally, Defendant providing Erich with her address and expecting Erich to look up the name of Nathan's school is a violation of joint legal custody responsibilities. To expect Erich to track down the name of Nathan's school simply because he was provided Defendant's address is

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irrational. Furthermore, according to Walling Elementary where Nathan attends school, Erich is not listed on any forms as a parent or guardian for Nathan. Additionally, Defendant should provide Erich with information regarding team sports and activities rather than expecting Erich to track down that information himself.

D. ERICH'S DUI INCIDENT DOES NOT ENDANGER NATHAN AND HIS VISITATION WITH NATHAN SHOULD NOT BE MODIFIED

Defendant points out Erich's DUI on April 16, 2016 and states that she should have been informed of the incident. No provision in the Decree mandates that Erich should inform Defendant regarding his DUI and the DUI was received outside of Erich's visitation with Nathan and did not place Nathan in any danger. Since April, Erich has not had a drink of alcohol and his license has not been revoked as Defendant claims. *See* Opposition and Countermotion at 7:15.

Defendant's concern regarding Erich's DUI is unwarranted. Erich does not abuse alcohol, has not had his licensed suspended, and is working with counselors to overcome certain symptoms for PTSD that Erich developed while serving his country in the military. Erich's DUI was not during visitation with Nathan and did not place Nathan in any danger

E. FINANCIAL ISSUES

Contrary to Defendant's claims, the military does not require a QDRO in order for Defendant to receive a portion of Erich's retirement. *Id.* at 7:20-25. Furthermore, the parties' Decree does not specify that Marshall Willick will prepare a QDRO for the parties. *Id.* Additionally, Defendant's statement that Erich owes him $753.98 is false. *Id.* at 5:6. Regardless, Erich will abide by the Decree and will gather the information needed to effectuate the division of the account.

G. ERICH SHOULD BE AWARDED ATTORNEY'S FEES AND COSTS

Erich is entitled to attorney's fees pursuant to NRS 18.010(2)(b) and EDCR 7.60(b):

> NRS 18.010(2)(b): Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or **maintained without reasonable ground or to harass the prevailing party**. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations **to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden**

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> **limited judicial resources**, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.
>
> EDCR 7.60(b): The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:
>
> **(1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.**
> (2) Fails to prepare for a presentation.
> (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.
> (4) Fails or refuses to comply with these rules.
> (5) Fails or refuses to comply with any order of a judge of the court.

(Emphasis added).

Defendant's claims regarding Erich are frivolous, unwarranted, and vexatious and Erich should be awarded attorney's fees as a result.

III.

CONCLUSION

Based on the foregoing, Plaintiff Erich M. Martin respectfully requests this Court grant his Motion in its entirety and deny Defendant's Opposition and Countermotion in its entirety.

DATED this 6 day of July, 2016.

KELLEHER & KELLEHER, LLC

By: _____
JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012 #6784
40 South Stephanie Street, 201
Henderson, Nevada 89012
Attorney for Plaintiff

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DECLARATION OF ERICH M. MARTIN

Erich M. Martin, being first duly sworn, deposes and states:

1. That I am a competent witness to testify to the matters contained herein and do so of my own personal knowledge, except as to those items on information and belief, and as to those matters I believe the same to be true.

2. I am the Plaintiff in this action and have read the above and foregoing Reply and Opposition and all factual statements set forth therein are true and correct to the best of my knowledge.

3. And that I incorporate all factual statements therein as though restated in their entirety.

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

DATED this 6th day of July, 2016.

ERICH MARTIN

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CERTIFICATE OF MAILING

I hereby certify that on the 6 day of May, 2016, I deposited a true and correct copy of the above and foregoing REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE and OPPOSITION TO DEFENDANT'S COUNTERMOTION TO CLARIFY AND/OR MODIFY CERTAIN CHILD CUSTODY PROVISIONS AND FOR AN ORDER TO SHOW CAUSE AS TO WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR HIS WILLFUL VIOLATION OF THIS COURT'S ORDERS, FOR SANCTIONS, FOR ATTORNEY'S FEES AND RELATED RELIEF in the United States Mail, postage prepaid and addressed as follows:

Michele L. Roberts, Esq.
1810 E. Sahara Ave., #138
Las Vegas, NV 89104
Attorney for Defendant

An employee of Kelleher & Kelleher, LLC

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Exhibit 1

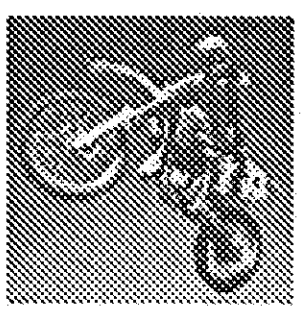
Nathan's FEB2016 Visit

Nathan's FEB2016 Visit

Erich Martin

2/12/16

To: raina.martin@gmail.com, jules7391@gmail.com



Raina,

You have procrastinated the purchase of Nathan's flight and attempted to make excuses about the unaccompanied minor fee. Therefore, I am going to ask that we reschedule Nathan's visit to a later date of my choosing. It is not acceptable for you to do this to Nathan or myself. This is our time together based on the court ordered decree. Further, this is not something I will be flexible on in the future. According to the decree, Nathan is supposed to see me once a month. This is not to be based on your convenience. There is a set schedule. I have already been flexible about the Christmas visitation. At which time, you scheduled a surgery for him without discussing it with me first. According to the decree we have joint legal custody. I have to agree upon any and all medical treatment for Nathan prior to an appointment even being scheduled for him. Not to mention you scheduled this surgery at a convenient time for you with no regard for the fact that it was my time to see Nathan for Christmas. I was not even given the opportunity to discuss his need for treatment until after the surgery was already scheduled. This is in direct violation of our divorce decree. You may have physical custody of Nathan meaning **only** that he "resides" primarily with you, That is only due to the fact that I am unable at this time to live in Las Vegas. Therefore, it is not up to you to control our time together. It is my legal right as his father to have a set visitation schedule. It is not your right to go against that schedule and decide if and when I have Nathan.

Next, I am not responsible for the unaccompanied minor fee when Nathan is flying to see me. I am only responsible for the unaccompanied minor fee when he flies back to Las Vegas. This is spelled out in the decree. Once Nathan was able to fly "unaccompanied" meaning Nathan no longer requires you or myself to fly with him; you are obligated to pay for the entire cost of him to come see me. This is exactly how the verbiage reads according to the decree, and it is also how it is worded according to airlines that fly unaccompanied minors. In the future you need to purchase Nathan's flight including the unaccompanied minor costs. If you fail to do so, I will be forced to purchase the flight for you and I will subsequently deduct all costs associated with his trip to see me from the Alimony money I send you the following month. If you then fail to put Nathan on the flight to see me I will file with the court to hold you in contempt. If this high conflict behavior continues, and you withhold Nathan from visiting me I will also see that charges are filed against you.

Since I now have to cancel his flight for 15FEB16, I want to have a confirmation of his flight to come visit me for the 19-27MAR16 Spring Break no later than 01MAR16. This way, if I have to pay for his flight I can do so in a timely manner. This will also allow me to know how much money I will need to deduct from the alimony payment in March prior to it being sent. Using Nathan as a pawn to toy with my life by withholding and refusing to allow us our time together is no longer going to continue. You have no right continue to make it so difficult, or to keep him from visiting me. You are disrupting our family time together.

As I stated in a previous email, please do not text me or call me for any reason. I will no longer tolerate your combative, high conflict means of communication. Your continuous slander and abusive comments towards and about me needs to stop now. I wish only to be contacted via email for communication unless it is to FaceTime with Nathan or if there is an emergency. I do not write emails or text messages with the intent to hurt you or make you look bad as a person or as a parent to Tony. I expect the same respect from you in regards to Julie.

Please let me know as soon as you have made a flight reservation for Nathan's Spring Break Visit.

Erich and Julie

Sent from my iPhone

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- English (United States)