

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

\* \* \* \* \*

ERICH M. MARTIN,  
  
Appellant,  
  
vs.

RAINA L. MARTIN,  
  
Respondent.

Electronically Filed  
SC NO: J1072021104:08 p.m.  
DC NO: Elizabeth A. Brown  
Clerk of Supreme Court

**RESPONDENTS'  
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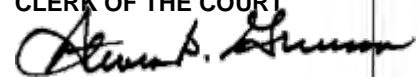
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11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **ERICH M. MARTIN**

14 Plaintiff,

15 v.

16 **RAINA L. MARTIN,**

17 Defendant.

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

18 **NOTICE OF ENTRY OF ORDER**

19 TO: Raina L. Martin, Defendant, and to Samira Knight, Esq., her attorney:

20 PLEASE TAKE NOTICE that an Order Awarding Attorneys Fees and Costs was entered  
21 in the above-entitled matter on the 22<sup>nd</sup> day of May, a copy of which is attached hereto.

22 DATED this 13 day of July, 2017.

23 KELLEHER & KELLEHER, LLC

24 By: 

25 **JOHN T. KELLEHER, ESQ.**  
26 Nevada Bar No. 6012  
27 40 S. Stephanie Street, Suite #201  
28 Henderson, Nevada 89012  
Attorney for Plaintiff

///

///


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**CERTIFICATE OF SERVICE**

I hereby certify that on the 13 day of July, 2017, a true and correct copy of the above and foregoing NOTICE OF ENTRY OF ORDER was served electronically via E-Service Master List of Wiznet and addressed as follows:

Samira C. Knight, Esq.  
TARKANIAN & KNIGHT LAW GROUP, PLLC  
Samira@TKLawGroupNV.com  
Attorney for Defendant

  
An employee of Kelleher & Kelleher, LLC

*Steven D. Grierson*

1    ORD

2                                DISTRICT COURT, FAMILY DIVISION

3                                CLARK COUNTY, NEVADA

4    ERICH M. MARTIN,

5                                Plaintiff,

6    vs.

7    RAINA L. MARTIN,

8                                Defendant.

)    CASE NO. D-15-509045-D  
)  
)    DEPT NO. C  
)  
)    UNDER SUBMISSION  
)  
)  
)

9  
10                                ORDER AWARDING ATTORNEY FEES AND COSTS

11                THIS MATTER having come before the Court on January 12, 2017 for  
12    Plaintiff, Erich M. Martin ("Erich")'s *Motion to Terminate Alimony and for*  
13    *Attorney's Fees and Costs*, and on Defendant, Raina L. Martin ("Raina")'s  
14    *Opposition and Countermotion*; Erich appearing telephonically with  
15    Attorney Randy Richards of the law firm of Kelleher & Kelleher, LLC, and  
16    Raina appearing with Attorney Samira Knight of Tarkanian & Knight Law  
17    Group, PLLC; the Court having reviewed the pleadings and papers on file  
18    herein, having heard the argument of the parties, and good cause appearing  
19    therefor

20    ////

21                                Page 1 of 5

Non-Trial Dispositions:

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

Case Number: D-15-509045-D



1 THE COURT HEREBY FINDS that on October 6, 2016, Erich filed a  
2 *Motion to Terminate Alimony and for Attorney's Fees and Costs*; on  
3 December 28, 2016, Raina filed her *Opposition and Countermotion*; and on  
4 January 12, 2017, the matter was heard. The basis for the relief requested  
5 by Erich was that Raina had registered a domestic partnership which, like a  
6 marriage, created a potential entitlement to Raina for support from Raina's  
7 domestic partner. Erich argued that the domestic partnership was  
8 equivalent to a marriage for the purpose of ending his alimony obligation to  
9 Raina. This Court agreed.

10 THE COURT HEREBY FINDS that Erich's request for attorney fees  
11 was raised in his *Motion*, satisfying NRCP 54(d)(2)(A).

12 COURT FURTHER FINDS that pursuant to NRCP 54(d)(2)(B),  
13 Erich's request for attorney fees raised by way of his *Motion* was timely;  
14 Erich cited *Halbrook v. Halbrook*, 114 Nev. 1455 (1998) (the court has  
15 continuing jurisdiction in a divorce matter over attorney fees in a post-  
16 divorce proceeding) and NRS 18.010 (prevailing party) as authority for the  
17 award of attorney fees; and Erich estimated his attorney fees and costs to be  
18 \$2,500.

19 COURT FURTHER FINDS that Raina was warned at a prior hearing  
20 where the issue came up but was not formally before the Court that the

1 Court was likely to find a domestic partnership was the same as a marriage  
2 for the purposes of terminating alimony, and Erich would be awarded all of  
3 his fees if he were forced unnecessarily to file a motion. Accordingly, Erich  
4 is also entitled to attorney fees pursuant to EDCR 7.6o(b)(1).

5 COURT FURTHER FINDS that, as the prevailing party, Erich was  
6 directed by the Court to file a *Memorandum of Fees and Costs* no later than  
7 10 days after *Notice of Entry* of the Court's underlying *Order* and Raina was  
8 permitted 10 days thereafter to respond. The underlying *Order* was entered  
9 April 6, 2017 and *Notice of Entry of Order* was filed and mailed to Raina on  
10 April 7, 2017. Thus, Erich's *Memorandum of Fees and Costs*, filed and  
11 mailed to Raina the same day on April 7, 2017 was timely.

12 COURT FURTHER FINDS that pursuant to NRCP 54(d)(2), Erich's  
13 *Memorandum of Fees and Costs* was supported by counsel's affidavit  
14 swearing that the fees were actually and necessarily incurred and explained  
15 why the attorney fees were somewhat high for a relatively uncomplicated  
16 matter; billing statements concerning the amount of fees claimed was  
17 attached; and points and authorities addressing appropriate factors to be  
18 considered by the Court in deciding the motion was included.

19 ////

20 ////

1 THE COURT FURTHER FINDS that pursuant to EDCR 5.32,<sup>1</sup> on  
2 February 25, 2015, Raina filed a *General Financial Disclosure Form*  
3 reflecting a gross monthly income of \$2,500 per month (\$1,500 child  
4 support and \$1,000 alimony) and on March 25, 2015, Erich filed a *General*  
5 *Financial Disclosure Form* reflecting an income of \$6,600 per month. The  
6 Court notes that by these proceedings, Raina is losing her \$1,000 per month  
7 alimony award, but she had failed to update her *General Financial*  
8 *Disclosure Form* with information relevant to her domestic partnership.

9 THE COURT FURTHER FINDS that pursuant to NRCP 54(d)(2) and  
10 *Miller v. Wilfong*, 121 Nev. 619 (2005), Erich's *Memorandum of Fees and*  
11 *Costs* supported the request with the factors required by *Brunzell v. Golden*  
12 *Gate National Bank*, 85 Nev. 345, 349 (1969) to include the qualities of the  
13 advocate, the character and difficulty of the work performed, the work  
14 actually performed by the attorney, and the result obtained, and this  
15 information was reviewed and considered by the Court together with the  
16 redacted billing statements. The Court notes that support staff was utilized  
17 to reduce fees. The Court has, however, eliminated from the request  
18 charges for discussions between staff.

19 ////

20 Page 4 of 5

21  

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<sup>1</sup> Now EDCR 5.506.

1 THE COURT FURTHER FINDS that pursuant to *Love v. Love*, 114  
2 Nev. 572 (1998), Raina was provided the opportunity to review and dispute  
3 the billing statements and fees requested. Raina chose not to avail herself of  
4 this opportunity.

5 NOW, THEREFORE, IT IS HEREBY ORDERED that Erich is hereby  
6 awarded the sum of \$7,262.48 as and for attorney's fees and costs against  
7 Raina, which sum is hereby reduced to judgment which may be collected by  
8 any and all legal means.

9 DATED May 22, 2017.

10  
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12 REBECCA L. BURTON  
13 DISTRICT COURT JUDGE  
14 DEPARTMENT C  
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**NOTICE OF ENTRY OF ORDER FROM HEARING**

**TO: ALL PARTIES AND/OR THEIR ATTORNEYS**

Please take note that after a review of the court file, an Order was prepared by the Court following a scheduled hearing. A copy of the Order from Hearing is attached hereto. I hereby certify that I caused on the above file stamped date, a copy of the within **Order** to be:

Mailed postage prepaid, addressed to the following:

John T Kelleher ESQ  
40 S Stephanie ST STE 201  
Henderson NV 89012

Samira C Knight ESQ  
7220 S Cimarron RD STE 110  
Las Vegas NV 89113

DATED: This May 22, 2017.

  
Dawna Richert  
Judicial Assistant, Department C

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WRIT

Erich M. Martin

(Name and Bar Number (if any))

3815 Little Dipper Dr

(Address)

Fort Collins, CO 80528

(City, State, Zip Code)

307-275-6343

(Telephone and Facsimile Number)

emartin2671@gmail.com

(E-mail Address)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Erich M. Martin

Plaintiff(s),

vs.

Raina L. Martin

Defendant(s).

Case No.: D-15-509045-D

Dept. No.: C

WRIT OF EXECUTION

☒ EARNINGS

☒ BANK ACCOUNT

☐ OTHER PROPERTY

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Clark County or the Constable for the Township of Henderson

Greetings:

☒ To Financial Institutions: This judgment is for the recover of money for the support of a person.

On July 13th, 2017, a judgment was entered by the above-entitled court in the above-entitled action in favor of Erich M. Martin, as Judgment creditor and against Raina L. Martin, as Judgment Debtor, for:

\$ Principal,

\$ Pre-Judgment Interest,

\$ 7,262.48 Attorney's Fees, and

\$ Costs, making a total amount of

\$ 7,262.48 The judgment as entered, and



1       **WHEREAS**, according to an affidavit or a memorandum of costs after judgment, or both, filed  
2 herein, it appears that further sums have accrued since the entry of judgment, to wit:

3               \$        2.12               Accrued Interest, and

4               \$                       Accrued Costs, together with

5               \$       350.24               Fee, for the issuance of this writ, making a total of

6               \$       352.36               **As accrued costs, accrued interest and fees.**

7 Credit must be given for payments and partial satisfactions in the amount of

8               \$        0.00

9 which is to be first credited against the total accrued costs and accrued interest, with any excess credited  
10 against the judgment as entered, leaving a net balance of

11              \$       7,614.84

12 actually due on the date of the issuance of this writ, of which

13              \$       7,614.84

14 bears interest at 5.75 percent per annum, in the amount of \$ 2.12 per day, from the date  
15 of judgment to the date of levy, to which must be added the commissions and costs of the officer executing  
16 this writ.

17       **NOW, THEREFORE, SHERIFF or CONSTABLE**, you are hereby commanded to satisfy this  
18 judgment with interest and costs as provided by law, out of the following personal property of the  
19 judgment debtor, except that for any workweek, 75 percent of the disposable earnings of the debtor during  
20 that week or 50 times the minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor  
21 Standards Act of 1938, 29 U.S.C. § 206(a)(1), and in effect at the time the earnings are payable,  
22 whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal  
23 property cannot be found, then out of the real property belonging to the debtor in the aforesaid county.

24 Earnings: Please retain from wages, commissions, benefits and bonuses of

25 Raina L Martin at her place of employment Desert Breeze Dental 8650 W Spring Mtn Rd  
26 # 101 Las Vegas, NV 89117 in satisfaction of the judgment against her.

27 Bank Accounts: Please retain from any and all accounts of, Raina L Martin including  
28



but not limited to acct # 191726079 at USAA Bank located at 9800 Fredrickburg RD

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

STEVEN D. GRIERSON  
CLERK OF COURT

By:

*Danielle Coulter*  
Deputy Clerk Danielle Coulter

Electronically Issued

7/14/2017

Date

Issued at the direction of:

(Signature)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

Name: Erich M Martin

Address: 3815 Little Dipper Dr

City, State, Zip: Fort Collins, CO 80528

Phone: 307-275-6346

E-mail: emartin2671@gmail.com

#### SHERIFF OR CONSTABLE INFORMATION

#### AMOUNTS TO BE COLLECTED BY LEVY:

NET BALANCE: 7,614.84

Garnishment Fee: 18.00

Mileage:

Levy Fee:

Sub-Total:

Commission:

TOTAL LEVY:

#### RETURN:

Not satisfied \$

Satisfied in sum of \$

Costs retained \$

Commission retained \$

Costs incurred \$

Commission incurred \$

Costs received \$

#### REMITTED TO JUDGMENT CREDITOR:

\$

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

SHERIFF OF CLARK COUNTY or  
CONSTABLE FOR THE TOWNSHIP OF

By:

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**Title**

**Date**

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*Steven D. Grierson*

**MOT**  
SAMIRA C. KNIGHT, ESQ.  
Nevada Bar No. 13167  
TARKANIAN & KNIGHT LAW GROUP, PLLC  
7220 S. Cimarron, Suite 110  
Las Vegas, Nevada 89113  
Telephone: (702) 508-4998  
Facsimile: (702) 940-2792  
Attorney for *Defendant*

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

ERICH M. MARTIN,

Plaintiff,

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

vs.

RAINA L. MARTIN,

Defendant.

**MOTION FOR CLARIFICATION AND TEMPORARY STAY**

COMES NOW the Defendant, RAINA L. MARTIN, and hereby provides this Motion for Clarification. The Motion is based on the pleadings and papers on file herein, the attached memorandum of points and authorities and any oral argument the Court may entertain at the time of hearing.

By *Samira C. Knight* *Attorney for*  
Samira C. Knight, Esq.  
Nevada Bar No. 13167  
7220 S. Cimarron, Suite 110  
Las Vegas, NV 89113  
Attorney for *Defendant*

1 NOTICE OF MOTION

2  
3 **TO: ERICH M. MARTIN**, Plaintiff,

4 **PLEASE TAKE NOTICE** that the undersigned attorney will bring the foregoing a  
5 **MOTION FOR CLARIFICATION AND TEMPORARY STAY**, on for hearing before the  
6 above-entitled Court on the 18 day of August, 2017, at the hour of \_\_\_\_\_, \_\_.m. in  
7 Department C, of the Family Court, located at 601 North Pecos Road, Las Vegas, NV 89105  
8 or as soon thereafter as counsel may be heard.

9  
10 DATED this 17<sup>th</sup> day of JULY, 2017.

11 By M. Y. #9017 for  
12 Samira C. Knight, Esq.  
13 Nevada Bar No. 13167  
14 7220 S. Cimarron, Suite 110  
15 Las Vegas, NV 89113  
16 Tel: (702) 508-4998  
17 Attorney for Defendant  
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1 MEMORANDUM OF POINTS AND AUTHORITY

2 I.  
3 FACTS

4 On or about 01/12/17 the Court ordered that Plaintiff's request for reimbursement of  
5 alimony and attorney's fees to be granted. On 01/23/17 the court granted \$5,662.59 in  
6 attorney's fees and costs for dates between 09/08/16 and 01/18/17 (Exhibit A). On 02/09/17  
7 Defendant's Opposition to Plaintiffs Memorandum of Fees and Cost was filed to oppose the  
8 Plaintiff's Memorandum of Fees and Costs (Exhibit B).

9 On 04/07/2017 the Plaintiff's Memorandum of Fees and Costs was filed and contained  
10 in Exhibit 1: An invoice of Attorney fees that the Plaintiff has accrued at Kelleher and  
11 Kelleher, LLC, in the amount of \$7,482.48 for dates between 09/08/16 and 04/06/17 (Exhibit  
12 C).

13 On 05/22/2017 the Order Awarding Attorney Fees and Costs states that "Raina was  
14 provided the opportunity to review and dispute the billing statements and fees requested.  
15 Raina chose not to avail herself of this opportunity."

16 This Motion requests clarification of the Order, because Raina did, in fact, object to the  
17 majority of Mr. Martin's attorney's fees as evidenced by the Opposition filed on 02/09/17  
18 (Exhibit B). Raina is requesting that the order be clarified to reflect that there was, in fact, an  
19 opposition to the attorney's fees. Further, Ms. Martin is requesting that a hearing on the  
20 reasonableness of the attorney's fees be held for all the reasons outlined in the Opposition.  
21

22 Finally, Mr. Martin, who now represents himself, recently garnished approximately  
23 \$6,000 from Ms. Martin's bank account, and is now threatening her employers to obtain a  
24 further approximately \$14K in garnishments from her wages (Exhibit D). It appears Mr.  
25 Martin added the amounts awarded in the two orders, plus some additional monies, which are  
26 not explained, to obtain this amount. This is far in excess of the amounts awarded.  
27  
28

1 Ms. Martin requests clarification of the Court's order that (1) there was an Opposition  
2 lodged to the majority of the attorney's fees awarded to Mr. Martin and that a hearing be held  
3 to determine the reasonableness of those fees and (2) the total remaining amount that Mr.  
4 Martin may properly garnish from Ms. Martin's wages in light of the garnishments already  
5 obtained.  
6

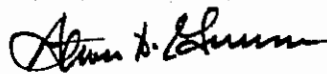
7 Further, Ms. Martin requests that the court issue a temporary stay on any garnishment  
8 activity until this matter may be properly heard.

9 DATED this 17<sup>th</sup> day of July, 2017.

10  
11 By Samira C. Knight #9017 for:  
12 Samira C. Knight, Esq.  
13 Nevada Bar No. 13167  
14 7220 S. Cimarron, Suite 110  
15 Las Vegas, NV 89113  
16 Tel: (702) 508-4998  
17 Attorney for Defendant  
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# EXHIBIT A





CLERK OF THE COURT

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

ERICH M. MARTIN

Plaintiff,

v.

RAINA L. MARTIN,

Defendant.

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

PLAINTIFF'S MEMORANDUM OF FEES AND COSTS

COMES NOW, Plaintiff, Erich Martin, by and through his attorney, John T. Kelleher, Esq., of KELLEHER & KELLEHER, LLC, and hereby files his MEMORANDUM OF FEES AND COSTS in this matter.

This Memorandum is filed as directed by the Court at the hearing held in this matter on January 12, 2017.

DATED this 23 day of January, 2017.

KELLEHER & KELLEHER, LLC

By: 

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

I.

ISSUE

Plaintiff is entitled to an award of attorney's fees and costs of \$5,662.59.

II.

LEGAL ARGUMENT

A hearing was held in this matter on January 12, 2017. At the hearing, the Court directed Plaintiff's counsel to file this brief pursuant to *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), wherein the Nevada Supreme Court held that when deciding whether to award attorney fees in family law cases, the following factors should be considered:

1. Counsel must cite a statute or rule as a legal basis for attorney's fees;
2. The Court must follow the four (4) factors set forth in *Brunzell v. Gold Gate National Bank* 85 Nev. 345, 455 P.2d 31 (1969); i.e., (1) the qualities of the advocate, his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer, the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived;
3. The Court must consider the disparity in income of the parties pursuant to *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998);
4. The request must be supported by affidavits or other evidence that meets the factors in *Brunzell* and *Wright*.

1. **THE COURT HAS A LEGAL BASIS TO AWARD ATTORNEY'S FEES**

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,

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

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

14 4. Subsections 2 and 3 do not apply to any action arising out of a written  
15 instrument or agreement which entitles the prevailing party to an award of reasonable  
16 attorney's fees.

17 \*\*\*\*\*

18 In the case at hand, Plaintiff was ordered by the Decree of Divorce to pay alimony to  
19 Defendant of \$1,000.00 per month for 24 months. Plaintiff then learned that Defendant had entered  
20 into a domestic partnership on February 29, 2016. Plaintiff was forced to file a Motion to Terminate  
21 his alimony obligation. The Court granted Plaintiff's Motion. Therefore, as the prevailing party,  
22 Plaintiff should be awarded attorney's fees.

## 23 2. **BRUNZELL FACTORS**

24 (1) **The qualities of the advocate, his ability, his training, education, experience,  
25 professional standing and skill.**

26 With respect to factor number one (1) in the *Brunzell* factors, Mr. Martin has been  
27 represented by John T. Kelleher, Esq., Mr. Kelleher is A/V rated by Martindale-Hubble, has been  
28 Certified as a Family Law Specialist through the State Bar of Nevada, and is a member of the  
American Academy of Matrimonial Lawyers. He has been practicing law for 21 years, and is an  
honors graduate of the J. Reuben Clark Law School at Brigham Young University. Mr. Kelleher has  
three additional associate attorneys working with him at Kelleher & Kelleher, LLC: Randy Richards,  
Esq., Ryan Davis, Esq. and Saira Haseebullah, Esq, who assist Mr. Kelleher with various aspects of  
the litigation process.

(2) **The character of the work to be done: its difficulty, its intricacy, its importance,  
time and skill required, the responsibility imposed and the prominence and character  
of the parties where they affect the importance of the litigation**

1 With respect to factor number two (2) in the *Brunzell* factors, the work performed included  
2 drafting of pleadings, legal research, preparation and attendance at several court hearings and oral  
3 arguments, as well as correspondence, phone calls, research, and meetings with client regarding the  
4 issues surrounding the motion.

5 While this litigation was not particularly intricate or complex, Defendant complicated matters  
6 by insisting the Plaintiff file a Motion despite the overwhelming weight of the law favoring the  
7 position that alimony should rightfully be terminated in this instance. This matter was discussed  
8 at the September 22, 2016 hearing and the parties were encouraged by the Court to reach a  
9 resolution. However, Defendant doggedly insisted Plaintiff file his motion and refused to reach a  
10 settlement. As a result, an additional court hearing had to be conducted regarding the issue. It was  
11 unfortunate that Plaintiff was forced to incur thousands of dollars in attorney's fees to defend a case  
12 that had so little chance of success for the Defendant.

13 **(3) The work actually performed by the lawyer, the skill, time and attention given to**  
14 **the work**

15 The work performed in response to factor three (3) is spelled out in the attached billing  
16 statements. (A copy of the attached billing statements is attached as **Exhibit 1.**) Accordingly,  
17 Plaintiff is requesting attorney fees and costs of \$5,662.59.

18 **(4) The result: whether the attorney was successful and what benefits were derived**

19 The outcome for Plaintiff was successful. The Plaintiff's alimony obligation was terminated  
20 and his overpayment of alimony was reimbursed as requested. The outcome was consistent with  
21 what Plaintiff had been requesting from the outset.

22 **3. THE DISPARITY OF THE PARTIES' INCOMES**

23 Per the Financial Disclosure Forms filed by the parties, Defendant earns \$2,500.00 per month  
24 and Plaintiff earns \$6,600.00.

25 **4. SUPPORTING AFFIDAVITS OR OTHER EVIDENCE**

26 See Affidavit of John T. Kelleher, Esq. attached hereto.  
27  
28

LAW OFFICES  
**KELLEHER & KELLEHER LLC**  
40 S. STEPHANIE STREET, SUITE #201  
HENDERSON, NEVADA 89012  
(702) 364-7464

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III.

**TOTAL FEES AND COSTS**

Attorney's Fees ..... \$5,595.00  
Costs (Filing Fees, Runner Service, Postage, Copies @ \$0.25, Facsimiles @ \$0.50 ) .... \$67.59  
  
**TOTAL** ..... \$5,662.59

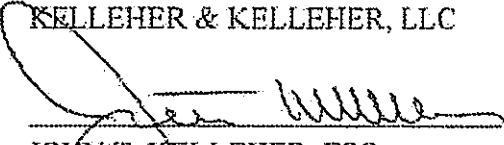
IV.

**CONCLUSION**

Based on the above analysis, Plaintiff requests an award of attorney fees and costs totaling \$5,662.59.

///

DATED this 23 day of January, 2017.

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

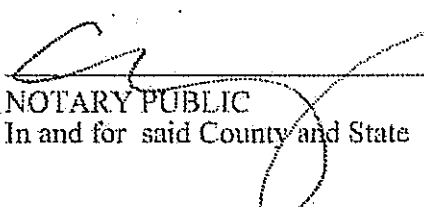
AFFIDAVIT OF ATTORNEY JOHN T. KELLEHER, ESQ.

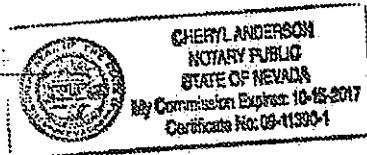
STATE OF NEVADA        )  
                                  )ss:  
COUNTY OF CLARK        )

JOHN T. KELLEHER, ESQ., being duly sworn, states: that Affiant is an attorney at the law firm of Kelleher & Kelleher, LLC, the attorneys for the Plaintiff and has personal knowledge of the above costs and disbursements expended; that the items contained in the above memorandum are true and correct to the best of this Affiant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action.

  
JOHN T. KELLEHER, ESQ.  
Attorney For Plaintiff

SUBSCRIBED AND SWORN to before me  
on this 23 day of January, 2017.

  
NOTARY PUBLIC  
In and for said County and State



CERTIFICATE OF SERVICE

I hereby certify that on the 23 day of January, 2017, a true and correct copy of the foregoing Plaintiff's Memorandum of Fees and Costs was served electronically via E-Service Master List of Wiznet and addressed as follows:

Samira C. Knight  
Tarkanian & Knight Law Group, PLLC  
[info@tklawgroupnv.com](mailto:info@tklawgroupnv.com)  
[Danielle@tklawgroupnv.com](mailto:Danielle@tklawgroupnv.com)  
[Samira@tklawgroupnv.com](mailto:Samira@tklawgroupnv.com)  
Attorney for Defendant

  
An Employee of Kelleher & Kelleher, LLC

# **EXHIBIT 1**



Erich Martin

KELLEHER & KELLEHER, LLC  
Attorneys at Law  
40 S. Stephanie Street, Suite #201  
Henderson, NV 89012  
(702) 384-7494 Tax ID: 86-0467184

Invoice submitted to:  
Erich Martin  
erich.n.jules@gmail.com

January 19, 2017

Invoice #22087

Professional Services

		<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
9/8/2016 - RD	Legal research: does a domestic partnership terminate alimony?	0.40 200.00/hr		80.00
- RR	Emails with Erich regarding domestic partnership issue and filing a motion; review of statutes; conference with Ryan regarding same	0.30 300.00/hr		90.00
9/23/2016 - RR	Call from Erich regarding strategy going forward; call from Julie regarding issues to include in the brief	0.50 300.00/hr		150.00
9/26/2016 - JTK	Research cases on Westlaw similar to domestic partnership case	1.00 400.00/hr		400.00

RA000623

Erich Martin

		<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
9/30/2016 -	RD	Conf. w/ R R re: Motion to Terminate Alimony	0.10 200.00/hr	20.00
-	RD	Respond to Client Email	0.10 200.00/hr	20.00
10/4/2016 -	RD	View hearing tape for cites to attorney's fees and Court's opinion on domestic partnerships	0.50 200.00/hr	100.00
-	RD	Legal research re: Domestic Partnerships; Marriage Statutes; Any case law on domestic partnerships?	0.50 200.00/hr	100.00
-	RD	Review Client file in preparation for drafting Motion to Terminate Alimony	0.30 200.00/hr	60.00
-	RD	Draft Motion to Terminate Alimony and for Attorney's Fees	1.50 200.00/hr	300.00
-	RD	Email to Client	0.10 200.00/hr	NO CHARGE
-	RD	Phone Conversation w/ Nevada Secretary of State's Office re: date and record number for OP's registered domestic partnership	0.20 200.00/hr	40.00

RA000624

Erich Martin

			<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
10/4/2016	- RD	Review Client email; conf. w/ R R; edit Motion to Terminate Alimony; email to Client	0.20 200.00/hr		40.00
10/5/2016	- RR	Review of Motion to Terminate Alimony	0.20 300.00/hr		60.00
	- RD	Conf. w/ R R	0.10 200.00/hr		20.00
	- RD	Reveiw email from Client; phone conversation w/ Client; Email to Client	0.20 200.00/hr		40.00
10/6/2016	- RD	Review email from Client	0.10 200.00/hr	NO CHARGE	
	- HJ	Prepare Family Court Fee Sheet required for filing Motion to Terminate Alimony	0.10 150.00/hr		15.00
11/2/2016	- RR	Email from Erich regarding status of case; review of Court order and email to Erich regarding same	0.30 300.00/hr		90.00
11/10/2016	- JTK	Conference with opposing counsel about the case and alimony.	0.10 400.00/hr		40.00
11/14/2016	- RR	Conference with JTK and email to Erich regarding status of case	0.10 300.00/hr		30.00
11/18/2016	- RR	Calls with Attorney Roberts and conference with JTK regarding status of hearing and with Bailey regarding telephonic notice - we will continue hearing to 12/14	0.20 300.00/hr		60.00
11/28/2016	- BN	Prepare Order from the July 12, 2016 hearing	0.20 150.00/hr		30.00
12/19/2016	- RR	Call from Attorney Knight, new opposing counsel, to discuss case; regarding deadline for Opposition - gave final extension to 12/23 but nothing beyond that	0.20 300.00/hr		60.00
12/22/2016	- RR	Call from Attorney Knight's office regarding Opposition	0.10 300.00/hr		30.00
12/29/2016	- JTK	Conference with client re the motion that was filed.	0.20 400.00/hr		80.00
	- JTK	Review the motion, alimony was modifiable and no restrictions made	1.00 400.00/hr		400.00

RA000625

Erich Martin

		<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
1/3/2017	- RD	Review Client file in preparation for drafting Reply and Opposition	1.00 300.00/hr	300.00
	- RD	Review OC Opposition and Countermotion	0.50 300.00/hr	150.00
	- RD	Legal Research re: terminating alimony; domestic partnerships; review of case law	1.00 300.00/hr	300.00
	- RD	Begin drafting Reply and Opposition	1.50 300.00/hr	450.00
1/4/2017	- RD	Legal Research re: Ballin and Rush; NV case law dealing w/ lump sum alimony payments	0.50 300.00/hr	150.00
	- RD	Finish Drafting Reply and Opposition; Email to Client	1.50 300.00/hr	450.00
	- SH	Review pleadings, hearing tape	0.40 300.00/hr	120.00
	- RR	Conferences with Saira and Ryan regarding status of Reply and Opposition	0.10 300.00/hr	NO CHARGE
1/5/2017	- HJ	Prepare Supplement to Reply and Opposition	0.20 150.00/hr	30.00
	- RR	Receipt and review of email from Erich, review of court orders and responded to Erich's email on visitation issue	0.20 300.00/hr	60.00
1/11/2017	- RR	Preparation for hearing - review of all pleadings on alimony issue; conference with Ryan to discuss the case; call with Eric to discuss	0.80 300.00/hr	240.00
	- RD	Conf. w/ R R re: arguments for termination of alimony at upcoming hearing	0.20 300.00/hr	60.00
1/12/2017	- RR	Preparation and court appearance, travel to and from court - our Motion was granted; drafted Order from 1/12 hearing with findings of fact and conclusions of law; drafted Memo of fees and costs and Order for attorney's fees as ordered by the Court.	2.70 300.00/hr	810.00
1/16/2017	- BN	Prepare and Redact history bill for the court	0.20 150.00/hr	30.00
	- RR	Emails with Erich regarding status of case; review of billing statements in preparation for Memo of Fees and Costs for request for Attorney's Fees	0.20 300.00/hr	60.00

RA000626

Erich Martin

Page

	<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
1/18/2017 - RD Review Billing History for Brunzell Brief	0.10 300.00/hr		30.00

For professional services rendered

19.9	\$5,595.00
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Additional Charges :

	<u>Qty/Price</u>	
9/8/2016 - CA Runner fee to deliver Order to Judge for signature	1 7.50	7.50
9/20/2016 - CJ Postage	1 0.47	0.47
9/21/2016 - CJ Postage	1 0.47	0.47
9/29/2016 - CJ Postage	1 0.68	0.68
9/30/2016 - BN Filing fee- Plaintiffs Proposal	1 3.50	3.50
10/10/2016 - BN Court fee- Motion to Terminate	1 25.00	25.00
10/31/2016 - CJ Copies October 2016	14 0.25	3.50
11/2/2016 - CA Runner fee to deliver Order to Judge for signature	1 7.50	7.50
11/18/2016 - CJ Postage	1 0.47	0.47

RA000627

Erich Martin

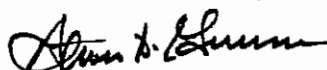
		<u>Qty/Price</u>	<u>Tax#</u>	<u>Amount</u>
11/22/2016 - CA	Runner fee to deliver stipulation and order to court for signature	1 7.50		7.50
11/23/2016 - CA	Runner fee to deliver Order to Judge for signature	1 7.50		7.50
1/4/2017 - HJ	Wiznet filing fee for Reply to Opposition	1 3.50		3.50

Total costs

\$67.59

RA000628

# EXHIBIT B



CLERK OF THE COURT

1 **OPP**  
2 **SAMIRA C. KNIGHT, ESQ.**  
3 Nevada Bar No. 13167  
4 **TARKANIAN & KNIGHT LAW GROUP, PLLC**  
5 7220 S. Cimarron Road, Suite 110  
6 Las Vegas, NV 89113  
7 Tel: (702) 508-4998  
8 Fax: (702) 940-2792  
9 E-mail: Samira@TKLawGroupNV.com  
10 Attorney for Defendant

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*

8 ERICH M. MARTIN,  
9 Plaintiff,

Case No.: D-15-509045-D

10 v.

Dept. No.: C

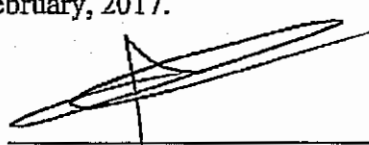
11 RAINA MARTIN,  
12 Defendant.

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S MEMORANDUM OF FEES  
AND COST.**

15 COMES NOW the Defendant, RAINA MARTIN, by and through her attorney, SAMIRA  
16 C. KNIGHT, ESQ., and opposes Plaintiff's Memorandum of Fees and Costs.

17 This Opposition is made and based upon the papers and pleadings on file herein, the Points  
18 and Authorities submitted herewith, and any argument, which may have adduced at the time of  
19 hearing.

20 DATED this 9<sup>th</sup> day of February, 2017.

21  
22  
23   
24 **Samira C. Knight, Esq.**  
25 Nevada Bar No. 13167  
26 7220 S. Cimarron, Suite 110  
27 Las Vegas, NV 89113  
28 Tel: (702) 508-4998  
Fax: (702) 940-2792  
E-mail: Samira@TKLawGroupNV.com  
Attorney for Defendant



## POINTS AND AUTHORITIES

Several entries in Plaintiff's memorandum of fees and costs are excessive and should be stricken.

There are entries on November 2, 2016, and November 28, 2016, in the matrix below, both of which pertain to the Court order regarding custody. This had no connection to the Court's order granting attorney's fees for the alimony issue. These entries should be stricken.

Date	Initials	Entry	Rate	Amount
11/2/16	RR	Email from Erich regarding status of case, review of Court order and email to Erich regarding same	0.30 300.00/hr	90.00
11/28/16	BN	Prepare Order from the July 12, 2016 hearing	0.20 150.00/hr	30.00
01/05/17	RR	Receipt and review of email from Erich review of court orders and responded to email of Erich's email on visitation issues	0.20 300.00/hr	60.00
		<b>TOTAL</b>		<b>180.00</b>

On November 29, 2016, there is an entry for "Review the motion, alimony was modifiable and no restrictions made" for \$400.00. There is absolutely no justifiable reason for anyone within Plaintiff's office to have to review a document that was written by Plaintiff's counsel. Furthermore, the Motion at issue is only six (6) pages long. The six pages includes the caption and notice of motion, and no citing of case law. All in all, there are less than four full pages of double spaced text to the Motion. An hour to review four double spaced pages of text, which was drafted by the Plaintiff's counsel's office is extremely excessive. The Court should strike this entry.

Date	Initials	Entry	Rate	Amount
12/29/16	JTK	Review the motion, alimony was modifiable and no restrictions made	1.00 400.00/hr	400.00

		<b>TOTAL</b>	<b>400.00</b>
--	--	--------------	---------------

There are numerous entries on January 3, 2017, contained in the matrix below, which amount to \$1,830.00 regarding the Reply brief which should be stricken. These cannot fairly be charged to Defendant as the Reply Brief was never served on Defendant, which they falsely certify in their Reply. **See Exhibit A: E-File Service Confirmation.** It was address and confirmed before this Court. There is no argument that can be made that a document which is never served can be said to be in the client's interest. As such, these entries should be stricken in their entirety.

Furthermore, after the hearing, the reply brief was later obtained and is remarkably short, about nine pages of double spaced text with long quoted passages of statute. Even if the Court is inclined to permit these entries to stand, despite the fact that the Reply Brief was never served, the entries for preparation of the brief are excessive when compared to the actual document produced. In total, Plaintiff's counsel spent six hours on the Reply which was never served or filed timely. This time includes an hour to familiarize "RD" with the file to file a Reply. This amount of time to review a client file, in a straightforward single issue Alimony Family Law case is absurd. Plaintiff's counsel spent three (3) hours drafting a document that is approximately nine (9) pages of double spaced text and which contains long quoted passages of statute. This is clearly excessive and the Court should strike these entries.

The exact entries which should be stricken are detailed in the matrix below:

Date	Initials	Entry	Rate	Amount
1/3/17	RD	Review Client file in preparation for drafting Reply and Opposition	1.00 300.00/hr	300.00
01/03/17	RD	Review OC Opposition and Countermotion	0.50 300.00/hr	150.00

01/03/17	RD	Legal Research re: terminating alimony, domestic partnerships, review of case law	1.00 300.00/hr	300.00
01/03/17	RD	Begin drafting Reply and Opposition	1.50 300.00/hr	450.00
01/04/17	RD	Legal Research re: Ballin and Rush; NV Case law dealing w/lump sum alimony payments	0.50 300.00/hr	150.00
01/04/17	RD	Finish drafting Reply and Opposition, Email to client	1.50 300.00/hr	450.00
01/04/07	RR	Conferences with Saira and Ryan regarding status of Reply and Opposition	0.10 300.00/hr	NO CHARGE
01/05/17	HJ	Prepare Supplement to Reply and Opposition	0.20 150.00/hr	30.00
<b>TOTAL</b>				<b>1,830.00</b>

In summary, a minimum of \$3,000.00 of Plaintiff's bill for this issue is excessive and should be stricken, and what this court deems necessary.

### III.

#### CONCLUSION

Nearly half of Plaintiff's attorney's fees are excessive and should be stricken for the reasons stated above. In the alternative, if the Court finds that the entries are appropriate, Defendant requests that the amount charged for the entries be reduced to reasonable amounts where appropriate.

DATED this 17 day of February, 2017

TARKANIAN & KNIGHT LAW GROUP

  
Samira C. Knight, Esq.

Nevada Bar No. 13167

7220 S. Cimarron, Suite 110

Las Vegas, NV 89113

Tel: (702) 508-4998

Fax: (702) 940-2792

E-mail: Samira@TKLawGroupNV.com

Attorney for Defendant

# Exhibit A

# Welcome to Tyler Support Chat



Please do not refresh your browser during this chat session. This will cause your session to end.

Samira Knight: Thank you. 3:16:31 PM

Melissa: Do you know the date of the filing in question 3:16:03 PM

Samira Knight: Jan 4th 3:16:35 PM

they said the e-served and e-filed that day. 3:16:42 PM

We never got anything 3:16:48 PM

Melissa: Thank you. I am pulling that filing up. One moment while I look at the filing details 3:17:40 PM

Samira Knight: Thank you. 3:17:59 PM

Still there? 3:24:10 PM

Melissa: I do not show your email or any email addresses with the domain @tklawgroupnv.com being eserved from our system, regarding that specific filing. That is not to say that they did not serve you because we are only able to see eservices done through our website. Maybe they served you a different way but that will be something that they will have to clarify with you. 3:24:12 PM

Samira Knight: OK. They said the e-served us on the certificate, so nothing with our domain. 3:25:15 PM

Ok. Thank you! 3:25:20 PM

Email Transcript

End Chat

Version: 6.2.284.34

# EXHIBIT C

  
CLERK OF THE COURT

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

ERICH M. MARTIN

Plaintiff,

v.

RAINA L. MARTIN,

Defendant.

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

PLAINTIFF'S MEMORANDUM OF FEES AND COSTS

COMES NOW, Plaintiff, Erich Martin, by and through his attorney, John T. Kelleher, Esq., of KELLEHER & KELLEHER, LLC, and hereby files his MEMORANDUM OF FEES AND COSTS in this matter.

This Memorandum is filed as directed by the Court at the hearing held in this matter on January 12, 2017.

DATED this 7 day of April, 2017.

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

RA000637

I.

ISSUE

Plaintiff is entitled to an award of attorney's fees and costs of \$7,482.48.

II.

LEGAL ARGUMENT

A hearing was held in this matter on January 12, 2017. At the hearing, the Court directed Plaintiff's counsel to file this brief pursuant to *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), wherein the Nevada Supreme Court held that when deciding whether to award attorney fees in family law cases, the following factors should be considered:

1. Counsel must cite a statute or rule as a legal basis for attorney's fees;
2. The Court must follow the four (4) factors set forth in *Brunzell v. Gold Gate National Bank* 85 Nev. 345, 455 P.2d 31 (1969); i.e., (1) the qualities of the advocate, his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer, the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived;
3. The Court must consider the disparity in income of the parties pursuant to *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998);
4. The request must be supported by affidavits or other evidence that meets the factors in *Brunzell* and *Wright*.

**I. THE COURT HAS A LEGAL BASIS TO AWARD ATTORNEY'S FEES**

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,



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

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

14 4. Subsections 2 and 3 do not apply to any action arising out of a written  
15 instrument or agreement which entitles the prevailing party to an award of reasonable  
16 attorney's fees.

17 \*\*\*\*\*

18 In the case at hand, Plaintiff was ordered by the Decree of Divorce to pay alimony to  
19 Defendant of \$1,000.00 per month for 24 months. Plaintiff then learned that Defendant had entered  
20 into a domestic partnership on February 29, 2016. Plaintiff was forced to file a Motion to Terminate  
21 his alimony obligation. The Court granted Plaintiff's Motion. Therefore, as the prevailing party,  
22 Plaintiff should be awarded attorney's fees.

23 **2. BRUNZELL FACTORS**

24 **(1) The qualities of the advocate, his ability, his training, education, experience,**  
25 **professional standing and skill.**

26 With respect to factor number one (1) in the *Brunzell* factors, Mr. Martin has been  
27 represented by John T. Kelleher, Esq., Mr. Kelleher is A/V rated by Martindale-Hubbell, has been  
28 Certified as a Family Law Specialist through the State Bar of Nevada, and is a member of the  
American Academy of Matrimonial Lawyers. He has been practicing law for 21 years, and is an  
honors graduate of the J. Reuben Clark Law School at Brigham Young University. Mr. Kelleher has  
three additional associate attorneys working with him at Kelleher & Kelleher, LLC: Randy Richards,  
Esq., Ryan Davis, Esq. and Saira Haseebullah, Esq, who assist Mr. Kelleher with various aspects of  
the litigation process.

**(2) The character of the work to be done; its difficulty, its intricacy, its importance,**  
**time and skill required, the responsibility imposed and the prominence and character**  
**of the parties where they affect the importance of the litigation**

1 With respect to factor number two (2) in the *Brunzell* factors, the work performed included  
2 drafting of pleadings, legal research, preparation and attendance at several court hearings and oral  
3 arguments, as well as correspondence, phone calls, research, and meetings with client regarding the  
4 issues surrounding the motion.

5 While this litigation was not particularly intricate or complex, Defendant complicated matters  
6 by insisting the Plaintiff file a Motion despite the overwhelming weight of the law favoring the  
7 position that alimony should rightfully be terminated in this instance. This matter was discussed  
8 at the September 22, 2016 hearing and the parties were encouraged by the Court to reach a  
9 resolution. However, Defendant doggedly insisted Plaintiff file his motion and refused to reach a  
10 settlement. As a result, an additional court hearing had to be conducted regarding the issue.

11 Thereafter, a significant amount of time was spent finalizing the Order from the January 12,  
12 2017 hearing because Defendant's counsel insisted on numerous revisions. This required several  
13 reviews of the court video from the hearing and numerous correspondence and communications  
14 between the attorneys. It was unfortunate that Plaintiff was forced to incur thousands of dollars in  
15 attorney's fees to defend a case that had so little chance of success for the Defendant.

16 **(3) The work actually performed by the lawyer, the skill, time and attention given to**  
17 **the work**

18 The work performed in response to factor three (3) is spelled out in the attached billing  
19 statements. (A copy of the attached billing statements is attached as **Exhibit 1.**) Accordingly,  
20 Plaintiff is requesting attorney fees and costs of **\$7,482.48.**

21 **(4) The result: whether the attorney was successful and what benefits were derived**

22 The outcome for Plaintiff was successful. The Plaintiff's alimony obligation was terminated  
23 and his overpayment of alimony was reimbursed as requested. The outcome was consistent with  
24 what Plaintiff had been requesting from the outset.

25 **3. THE DISPARITY OF THE PARTIES' INCOMES**

26 Per the Financial Disclosure Forms filed by the parties, Defendant earns \$2,500.00 per month  
27 and Plaintiff earns \$6,600.00.

28 ///

4. SUPPORTING AFFIDAVITS OR OTHER EVIDENCE

See Affidavit of John T. Kelleher, Esq. attached hereto.

III.

TOTAL FEES AND COSTS

Attorney's Fees ..... \$7,295.00

Costs (Filing Fees, Runner Service, Postage, Copies @ \$0.25, Facsimiles @ \$0.50 ) ... \$187.48

**TOTAL** ..... **\$7,482.48**

IV.

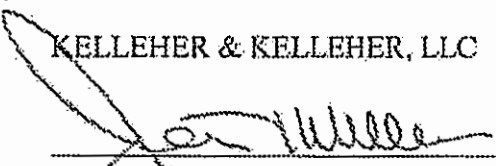
CONCLUSION

Based on the above analysis, Plaintiff requests an award of attorney fees and costs totaling \$7,482.48.

///

DATED this 7 day of April, 2017.

KELLEHER & KELLEHER, LLC

  
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**  
401 S. STEPHANIE STREET, SUITE 1201  
HENDERSON, NEVADA 89012  
(703) 364-7494

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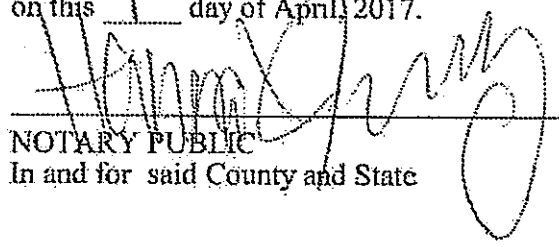
**AFFIDAVIT OF ATTORNEY JOHN T. KELLEHER, ESQ.**

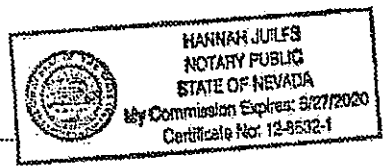
STATE OF NEVADA        }  
COUNTY OF CLARK       } ss:

JOHN T. KELLEHER, ESQ., being duly sworn, states: that Affiant is an attorney at the law firm of Kelleher & Kelleher, LLC, the attorneys for the Plaintiff and has personal knowledge of the above costs and disbursements expended; that the items contained in the above memorandum are true and correct to the best of this Affiant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action.

  
JOHN T. KELLEHER, ESQ.  
Attorney for Plaintiff

SUBSCRIBED AND SWORN to before me  
on this     1   day of April, 2017.

  
NOTARY PUBLIC  
In and for said County and State



**CERTIFICATE OF SERVICE**

I hereby certify that on the 7 day of April, 2017, a true and correct copy of the foregoing Plaintiff's Memorandum of Fees and Costs was served electronically via E-Service Master

List of Wiznet and addressed as follows:

Samira C. Knight  
Tarkanian & Knight Law Group, PLLC  
[info@tklawgroupnv.com](mailto:info@tklawgroupnv.com)  
[Danielle@tklawgroupnv.com](mailto:Danielle@tklawgroupnv.com)  
[Samira@tklawgroupnv.com](mailto:Samira@tklawgroupnv.com)  
Attorney for Defendant

  
An Employee of Kelleher & Kelleher, LLC

## **EXHIBIT 1**

RA000644

<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
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9/8/2016 - RD	Legal research: does a domestic partnership terminate alimony?	0.40 200.00/hr	80.00
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- RR	Emails with Erich regarding domestic partnership issue and filing a motion; review of statutes; conference with Ryan regarding same	0.30 300.00/hr	90.00
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9/23/2016 - RR	Call from Erich regarding strategy going forward; call from Julie regarding issues to include in the brief	0.50 300.00/hr	150.00
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9/26/2016 - JTK	Research cases on Westlaw similar to domestic partnership case	1.00 400.00/hr	400.00
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			<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
9/30/2016	- RD	Conf. w/ R R re: Motion to Terminate Alimony	0.10 200.00/hr		20.00
	- RD	Respond to Client Email	0.10 200.00/hr		20.00
10/4/2016	- RD	View hearing tape for cites to attorney's fees and Court's opinion on domestic partnerships	0.50 200.00/hr		100.00
	- RD	Legal research re: Domestic Partnerships; Marriage Statutes; Any case law on domestic partnerships?	0.50 200.00/hr		100.00
	- RD	Review Client file in preparation for drafting Motion to Terminate Alimony	0.30 200.00/hr		60.00
	- RD	Draft Motion to Terminate Alimony and for Attorney's Fees	1.50 200.00/hr		300.00
	- RD	Email to Client	0.10 200.00/hr		NO CHARGE
	- RD	Phone Conversation w/ Nevada Secretary of State's Office re: date and record number for OP's registered domestic partnership	0.20 200.00/hr		40.00
	- RD	Review Client email; conf. w/ R R; edit Motion to Terminate Alimony; email to Client	0.20 200.00/hr		40.00
10/5/2016	- RR	Review of Motion to Terminate Alimony	0.20 300.00/hr		60.00



			<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
10/5/2016	- RD	Conf. w/ R R	0.10 200.00/hr		20.00
	- RD	Reveiw email from Client; phone conversation w/ Client; Email to Client	0.20 200.00/hr		40.00
10/6/2016	- RD	Review email from Client	0.10 200.00/hr		NO CHARGE
	- HJ	Prepare Family Court Fee Sheet required for filing Motion to Terminate Alimony	0.10 150.00/hr		15.00
11/2/2016	- RR	Email from Erich regarding status of case; review of Court order and email to Erich regarding same	0.30 300.00/hr		90.00
11/10/2016	- JTK	Conference with opposing counsel about the case and alimony.	0.10 400.00/hr		40.00
11/14/2016	- RR	Conference with JTK and email to Erich regarding status of case	0.10 300.00/hr		30.00
11/18/2016	- RR	Calls with Attorney Roberts and conference with JTK regarding status of hearing and with Bailey regarding telephonic notice - we will continue hearing to 12/14	0.20 300.00/hr		60.00
11/28/2016	- BN	Prepare Order from the July 12, 2016 hearing	0.20 150.00/hr		30.00
12/19/2016	- RR	Call from Attorney Knight, new opposing counsel, to discuss case; regarding deadline for Opposition - gave final extension to 12/23 but nothing beyond that	0.20 300.00/hr		60.00
12/22/2016	- RR	Call from Attorney Knight's office regarding Opposition	0.10 300.00/hr		30.00
12/29/2016	- JTK	Conference with client re the motion that was filed	0.20 400.00/hr		80.00
	- JTK	Review the motion, alimony was modifiable and no restrictions made	1.00 400.00/hr		400.00
1/3/2017	- RD	Review Client file in preparation for drafting Reply and Opposition	1.00 300.00/hr		300.00
	- RD	Review OC Opposition and Countermotion	0.50 300.00/hr		150.00
	- RD	Legal Research re: terminating alimony; domestic partnerships; review of case law	1.00 300.00/hr		300.00

		<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
1/3/2017	- RD	Begin drafting Reply and Opposition	1.50 300.00/hr	450.00
1/4/2017	- RD	Legal Research re: Ballin and Rush; NV case law dealing w/ lump sum alimony payments	0.50 300.00/hr	150.00
	- RD	Finish Drafting Reply and Opposition; Email to Client	1.50 300.00/hr	450.00
	- SH	Review pleadings, hearing tape	0.40 300.00/hr	120.00
	- RR	Conferences with Saira and Ryan regarding status of Reply and Opposition	0.10 300.00/hr	NO CHARGE
1/5/2017	- HJ	Prepare Supplement to Reply and Opposition	0.20 150.00/hr	30.00
	- RR	Receipt and review of email from Erich, review of court orders and responded to Erich's email on visitation issue	0.20 300.00/hr	60.00
1/11/2017	- RR	Preparation for hearing - review of all pleadings on alimony issue; conference with Ryan to discuss the case; call with Eric to discuss	0.80 300.00/hr	240.00
	- RD	Conf. w/ R R re: arguments for termination of alimony at upcoming hearing	0.20 350.00/hr	NO CHARGE
1/12/2017	- RR	Preparation and court appearance, travel to and from court - our Motion was granted; drafted Order from 1/12 hearing with findings of fact and conclusions of law; drafted Memo of fees and costs and Order for attorney's fees as ordered by the Court.	2.70 300.00/hr	810.00
1/18/2017	- BN	Prepare and Redact history bill for the court	0.20 150.00/hr	30.00
	- RR	Emails with Erich regarding status of case; review of billing statements in preparation for Memo of Fees and Costs for request for Attorney's Fees	0.20 300.00/hr	60.00
	- RD	Review Billing History for Brunzell Brief	0.10	35.00

			<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
2/7/2017	- RR	Review of letter and proposed order from opposing counsel	0.30 350.00/hr		105.00
2/10/2017	- RR	Receipt and response of email with Erich regarding status of Order	0.20 350.00/hr		70.00
2/23/2017	- RR	Emails with Erich and conference with Bailey regarding order	0.10 350.00/hr		35.00
	- BN	Prepare Order from the last hearing by the Court tape	1.00 150.00/hr		150.00
2/24/2017	- RR	Review and revisions to Order from 1/12 hearing; review of statutory language quoted by Court and conference with Bailey; email from and to Erich regarding status; extensive revisions to Order	1.20 350.00/hr		420.00
	- BN	Prepare letter to submit new proposed order to OC	0.10 150.00/hr		15.00
3/6/2017	- RR	Call with Samira Knight's office re: Order; subsequent call with Attorney Knight - email to Atty. Knight with letter from 2/28 attached and latest version of the order	0.30 350.00/hr		105.00
3/21/2017	- BN	Prepare letter to submit order to Judge	0.10 150.00/hr		15.00
3/28/2017	- RR	Emails with Erich and call and email to opposing counsel regarding order	0.20 350.00/hr		70.00
3/29/2017	- RR	Receipt and review of email from Attorney Knight with requested revisions; review of revisions; call to Attorney Knight's office - spoke with Jamison and walked through the issues drafted letter to court submitting our proposed Order; call with Erich to discuss Order and also child support issue	0.70 350.00/hr		245.00
4/5/2017	- RR	Review of emails from Samira Knight; review of video and revisions and made revisions to same; numerous emails and calls between counsel and her office; email and call to Court regarding Order	0.80 350.00/hr		280.00
4/6/2017	- RR	Court appearance regarding Order, travel to and from court; review of memo of fees and billing statements	0.70 350.00/hr		245.00
For professional services rendered			25.60		\$7,295.00

## Additional Charges:

			<u>Qty/Price</u>	<u>Tax#</u>	<u>Amount</u>
5/27/2016	- BN	Filing Fee- Motion for an Order to Show Cause	1 4.25		4.25
	- BN	Court Fee- Motion for order to show cause	1 25.00		25.00
6/30/2016	- CJ	Copies June 2016	160 0.25		40.00
7/6/2016	- CJ	Postage	1 0.89		0.89
7/30/2016	- CJ	Copies July 2016	16 0.25		4.00
9/8/2016	- CA	Runner fee to deliver Order to Judge for signature	1 7.50		7.50
9/20/2016	- CJ	Postage	1 0.47		0.47
9/21/2016	- CJ	Postage	1 0.47		0.47
9/29/2016	- CJ	Postage	1 0.68		0.68
9/30/2016	- BN	Filing fee- Plaintiffs Proposal	1 3.50		3.50
10/10/2016	- BN	Court fee- Motion to Terminate	1 25.00		25.00
10/31/2016	- CJ	Copies October 2016	14 0.25		3.50
11/2/2016	- CA	Runner fee to deliver Order to Judge for signature	1 7.50		7.50
11/18/2016	- CJ	Postage	1 0.47		0.47
11/22/2016	- CA	Runner fee to deliver stipulation and order to court for signature	1 7.50		7.50
11/23/2016	- CA	Runner fee to deliver Order to Judge for signature	1 7.50		7.50
1/4/2017	- HJ	Wiznet filing fee for Reply to Opposition	1 3.50		3.50

Erich Martin

Page 9

		<u>Qty/Price</u>	<u>Tax#</u>	<u>Amount</u>
1/24/2017 - CA	Runner fee to deliver order for attorneys fees to Judge for signature	1 7.50		7.50
1/31/2017 - CJ	Copies January 2017	75 0.25		18.75
2/1/2017 - CA	Runner fee to deliver Order to Judge for signature	1 7.50		7.50
2/2/2017 - CA	Runner fee to deliver Order to Judge for signature	1 7.50		7.50
2/6/2017 - CJ	Incoming Faxes	6 0.50		3.00
2/28/2017 - CJ	Copies February 2017	6 0.25		1.50

Total costs

\$187.48

RA000651

# EXHIBIT D

**WRIT**

Erich M. Martin

(Name)

3815 Little Dipper Dr.

(Address)

Fort Collins, CO 80528

(City, State, Zip Code)

307-275-6343

(Telephone Number)

emartin2671@gmail.com

(E-mail Address)

☒ Plaintiff/ ☐ Counterclaimant, In Proper Person

This WRIT must be answered,  
signed and returned to:  
Office of the Ex-Officio Constable  
301 E. Clark Avenue, Suite 100  
Las Vegas, NV 89101

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

Erich M. Martin

Case No.: D-15-509045-D

Plaintiff(s),

Dept. No.: C

vs.

Raina L. Martin

**WRIT OF GARNISHMENT**

Defendant(s).

**THE STATE OF NEVADA TO:**

, Garnishee.

Desert Breeze Dental

You are hereby notified that you are attached as garnishee in the above-entitled action, and you  
Raina L. Martin  
are commanded not to pay any debt from yourself to \_\_\_\_\_

\_\_\_\_\_, Defendant(s), and that you must retain possession and control of  
all personal property, money, credits, debts, effects, and choses in action of said Defendant(s) in order that  
the same may be dealt with according to law; where such property consists of wages, salaries,  
commissions or bonuses, the amount you shall retain shall be in accordance with 15 U.S. Code 1673 and  
Nevada Revised Statutes 31.295.

Plaintiff believes that you have property, money, credits, debts, effects, and choses in action in

your hands and under your custody and control belonging to said Defendant(s), more particularly

described as:

Please retain from Wages, tips, commissions, benefits from Raina L. Martin at  
Desert Breeze Dental 8658 W. Spring Mountain Rd #181 Las Vegas, NV 89117 702-869-0032  
in satisfaction of the judgment against her in the net amount of \$13,646.20

**YOU ARE REQUIRED** within 20 days from the date of service of this Writ of Garnishment to answer the interrogatories set forth herein and forward such answer to the office of the Sheriff or Constable which issued the Writ of Garnishment. In case of your failure to answer the interrogatories within 20 days, a Judgment by Default will be entered against you for:

(a) The amount demanded in the Writ of Garnishment or the value of the property described in the writ, as the case may be; or

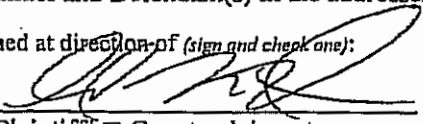
(b) If the garnishment is pursuant to NRS 31.291, the amount of the lien created pursuant to that section, which amount or property must be clearly set forth in the Writ of Garnishment.

**IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of the Defendant(s), this Writ of Garnishment shall be deemed to **CONTINUE FOR 120 DAYS** or until the amount demanded in the attached Writ of Execution is satisfied, whichever occurs earlier.

**YOU ARE FURTHER DIRECTED** to forward all funds due to the Defendant(s) each payday in the future, **UP TO 120 DAYS**, less any amount which is exempt and less \$3.00 per pay period (not to exceed \$12.00 per month) which you may retain as a fee for compliance. The \$3.00 fee does not apply to the first pay period covered by this Writ of Garnishment.

**YOU ARE FURTHER REQUIRED** to serve a copy of your answers to the interrogatories on Plaintiff and Defendant(s) at the addresses listed below.

Issued at direction of (sign and check one):



**SHERIFF/CONSTABLE - CLARK COUNTY**  
**T. MARIN P#0577**

**6/2/11**

☒ Plaintiff ☐ Counterclaimant

Title

Date

Erich M. Martin 3815 Little Dipper Dr. Fort Collins, CO 80528

Name and address of Plaintiff or Counterclaimant

Raina L. Martin 2812 Josephine Dr. Henderson, NV 89044

Name and address of Defendant(s)



STATE OF NEVADA     )  
                                  ) ss:  
COUNTY OF CLARK    )

The undersigned being duly sworn states that I received the within WRIT OF GARNISHMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and personally served the same on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the same manner as provided by rule of court or law of this state for the service of a summons in a civil action, and I tendered the statutory fee of \$5.00 to \_\_\_\_\_ at \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of Nevada.

By: \_\_\_\_\_  
Title

**INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE AND SIGNED UNDER PENALTY OF PERJURY:**

1. Are you in any manner indebted to the Defendant(s) Raina L. Martin, or either of them, either in property or money, and is the debt now due? If not due, when is the debt to become due? State fully all particulars.

Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Are you an employer of one or all of the Defendants? If so, state the length of your pay period and the amount of disposable earnings, as defined in NRS 31.295, that each Defendant presently earns during a pay period. State the minimum amount of disposable earnings that is exempt from this garnishment, which is the federal minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect at the time the earnings are payable multiplied by 50 for each week of the pay period, after deducting any amount required by law to be withheld.

Calculate the attachable amount as follows (check one of the following):

The employee is paid: [A] Weekly: \_\_\_\_\_, [B] Biweekly: \_\_\_\_\_, [C] Semimonthly: \_\_\_\_\_, [D] Monthly: \_\_\_\_\_

- |   |          |
|---|----------|
| (1) Gross Earnings  | \$ _____ |
| (2) Deductions required by law (not including child support)                        | \$ _____ |
| (3) Disposable Earnings [Subtract line 2 from line 1]                               | \$ _____ |
| (4) Federal Minimum Wage  | \$ _____ |
| (5) Multiply line 4 by 50   | \$ _____ |
| (6) Complete the following directions in accordance with the letter selected above: |          |
| [A] Multiply line 5 by 1  | \$ _____ |
| [B] Multiply line 5 by 2  | \$ _____ |
| [C] Multiply line 5 by 52 and then divide by 24                                     | \$ _____ |
| [D] Multiply line 5 by 52 and then divide by 12                                     | \$ _____ |
| (7) Subtract line 6 from line 3   | \$ _____ |

This is the attachable earnings. This amount must not exceed 25% of the disposable earnings from line 3.

Answer: \_\_\_\_\_

3. Did you have in your possession, in your charge or under your control, on the date the Writ of Garnishment was served upon you, any money, property, effects, goods, chattels, rights, credits or choses in action of the Defendants, or either of them, or in which Defendants are interested? If so, state its value, and state fully all particulars.

Answer: \_\_\_\_\_

4. Do you know of any debts owing to the Defendant(s), whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to Defendant(s) or in which Defendant(s) is/are interested, and now in the possession or under the control of others? If so, state all particulars.

Answer: \_\_\_\_\_

5. Are you a financial institution with a personal account held by one or all of the Defendants? If so, state the account number and the amount of money in the account which is subject to garnishment. As set forth in section 3 of Assembly Bill 223 (76th Sess. 2011), \$2,000 or the entire amount in the account, whichever is less, is not subject to garnishment if the financial institution reasonably identifies that an electronic deposit of money has been made into the account within the immediately preceding 45 days which is exempt from execution, including, without limitation, payments of money described in section 3 of Assembly Bill 223 or, if no such deposit has been made, \$400 or the entire amount in the account, whichever is less, is not subject to garnishment, unless the garnishment is for the recovery of money owed for the support of any person. The amount which is not subject to garnishment does not apply to each account of the judgment debtor, but rather is an aggregate amount that is not subject to garnishment.

Answer: \_\_\_\_\_

6. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

Answer: \_\_\_\_\_

ORIGINAL

WRIT

Erich M. Martin

(Name and Bar Number (if any))

3815 Little Dipper Dr

(Address)

Fort Collins, CO 80528

(City, State, Zip Code)

307-275-6343

(Telephone and Facsimile Number)

emartin2671@gmail.com

(E-mail Address)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Erich M. Martin

Case No.: D-15-509045-D

Plaintiff(s),

Dept. No.: C

vs.

WRIT OF EXECUTION

Raina L. Martin

☒ EARNINGS

Defendant(s).

☒ BANK ACCOUNT

☐ OTHER PROPERTY

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Clark County or the Constable for the Township of \_\_\_\_\_

Greetings:

☒ To Financial Institutions: This judgment is for the recover of money for the support of a person.

April 6, 2017, a judgment was entered by the above-entitled court in the

On

Erich M. Martin

, as Judgment

above-entitled action in favor of

Raina L. Martin

, as Judgment Debtor, for:

creditor and against

\$ 6,000.00

Principal,

Pre-Judgment Interest,

\$

Attorney's Fees, and

\$

Make Check Payable To:  
Office of the Ex-Officio Constable  
301 E. Clark Avenue, Suite 100  
Las Vegas, NV 89101  
702-455-4099  
Put Case # & Name on Check

\_\_\_\_\_  
Costs, making a total amount of  
\$ \_\_\_\_\_  
6,000.00 The judgment as entered, and  
\$ \_\_\_\_\_

**WHEREAS**, according to an affidavit or a memorandum of costs after judgment, or both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

\$ \_\_\_\_\_ 118.72 Accrued Interest, and  
\$ \_\_\_\_\_  
50.00 Accrued Costs, together with  
\$ \_\_\_\_\_  
168.72 Fee, for the issuance of this writ, making a total of  
\$ \_\_\_\_\_ As accrued costs, accrued interest and fees.

Credit must be given for payments and partial satisfactions in the amount of  
0.00  
\$ \_\_\_\_\_

which is to be first credited against the total accrued costs and accrued interest, with any excess credited against the judgment as entered, leaving a net balance of  
6,168.72

\$ \_\_\_\_\_  
actually due on the date of the issuance of this writ, of which  
6,168.72

\$ \_\_\_\_\_  
5.75 percent per annum, in the amount of \$ 2.12 per day, from the date  
bears interest at \_\_\_\_\_

of judgment to the date of levy, to which must be added the commissions and costs of the officer executing this writ.

**NOW, THEREFORE, SHERIFF or CONSTABLE**, you are hereby commanded to satisfy this judgment with interest and costs as provided by law, out of the following personal property of the judgment debtor, except that for any workweek, 75 percent of the disposable earnings of the debtor during that week or 50 times the minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal property cannot be found, then out of the real property belonging to the debtor in the aforesaid county. Earnings: Please retain from wages, commissions, benefits and bonuses of  
Raina L Martin at her place of employment Desert Breeze Dental 8650 W Spring Mtn Rd  
# 101 Las Vegas, NV 89117 in satisfaction of the judgment against her.  
Bank Accounts: Please retain from any and all accounts of, Raina L Martin including

but not limited to acct # 191726079 at USAA Bank located at 9800 Fredrickburg RD

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

STEVEN D. GRIERSON

CLERK OF COURT



By: \_\_\_\_\_

Deputy Clerk

Date

6/1/2017

Issued at the direction of:

SUSANNA PARK

(Signature)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

Name: Erich M Martin

Address: 3815 Little Dipper Dr

City, State, Zip: Fort Collins, CO 80528

Phone: 387-275-6346

E-mail: emartin2671@gmail.com

**SHERIFF OR CONSTABLE INFORMATION**

**AMOUNTS TO BE COLLECTED BY LEVY:**

NET BALANCE: 6,168.72

Garnishment Fee: 5.00

Mileage: 18.00

Levy Fee: 30.00

Sub-Total: 6221.72

Commission: 83.61

TOTAL LEVY: 6305.33

**RETURN:**

☐ Not satisfied \$ \_\_\_\_\_

☐ Satisfied in sum of \$ \_\_\_\_\_

☐ Costs retained \$ \_\_\_\_\_

☐ Commission retained \$ \_\_\_\_\_

☐ Costs incurred \$ \_\_\_\_\_

☐ Commission incurred \$ \_\_\_\_\_

☐ Costs received \$ \_\_\_\_\_

**REMITTED TO JUDGMENT CREDITOR:**

\$ \_\_\_\_\_

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

**SHERIFF OF CLARK COUNTY or  
CONSTABLE FOR THE TOWNSHIP OF \_\_\_\_\_**

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

89

89

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Electronically Filed  
7/17/2017 5:06 PM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

Erich M. Martin  
Plaintiff/Petitioner

-VS-

Raina L. Martin  
Defendant/Respondent

CASE NO. D-15-509045-D

DEPT. C

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

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

MOTION FOR/OPPOSITION TO Clarification and temporary stay

Notice

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

Excluded Motions/Oppositions

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

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

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

Date: July 17, 20 12

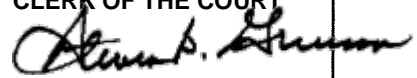
Sammi Knight  
Printed Name of Preparer

*[Signature]*  
Signature of Preparer

90

90





**OPPS**

RANDAL R. LEONARD, ESQ.  
Nevada Bar No. 6716  
Law Office of Randal R. Leonard, Esq.  
500 South 8<sup>th</sup> Street  
Las Vegas, NV 89101  
(702) 598-3667/ office  
(702) 598-3926/ facsimile  
*Attorney for Plaintiff*

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

ERICH MARTIN,

Plaintiff,

-vs.-

RAINA MARTIN,

Defendant.

CASE No. D-15-509045-D

DEPT. No. C

HEARING DATE: 8/18/2017

HEARING TIME: In Chambers

**PLAINTIFF'S OPPOSITION TO MOTION FOR CLARIFICATION AND  
TEMPORARY STAY AND COUNTERMOTION FOR ATTORNEY'S FEES AND  
COSTS**

COMES NOW, Plaintiff ERICH MARTIN, by and through his attorney, RANDAL R. LEONARD, ESQ., and hereby submits his Opposition to the Motion for Clarification and Temporary Stay, as filed with this Court by the Defendant on July 17, 2017; as well as Plaintiff's Countermotion for an award of Attorney's Fees and Costs associated with having to defend this Motion.

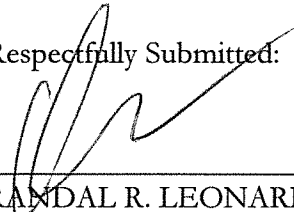
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/ / /

1 This Opposition and Countermotion is brought in good faith and is based upon the attached  
2 Memorandum of Points and Authorities, Declaration, Exhibits, and any argument made at the time  
3 of hearing on this matter.

4  
5 DATED this 28 day of July, 2017.

6  
7 Respectfully Submitted:

8   
9 RANDAL R. LEONARD, ESQ.  
10 Nevada Bar No. 6716  
11 Law Office of Randal R. Leonard, Esq.  
12 500 S. Eighth St.  
13 Las Vegas, NV 89101  
14 (702) 598-3667/ office  
15 (702) 598-3926/ facsimile  
16 *Attorney for Plaintiff*

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## POINTS AND AUTHORITIES

### I. BACKGROUND FACTS

The parties were granted a Decree of Divorce, which was entered by this Honorable Court on November 10, 2015. At the time of entry of the Decree, both parties were represented by their own counsel.

Since entry of the Decree, there have been a few subsequent orders. Most recently, and pertinent to this instant matter, this Court entered an Order Awarding Attorney's Fees and Costs on May 22, 2017. A copy of this Order is attached hereto as **Exhibit 1**. Notice of Entry of the May Order is attached to the Order itself as page 6 of that filing.

As reflected in **Exhibit 1**, the Order entered on May 22, 2017 (hereinafter "the May Order"), this Honorable Court GRANTED Plaintiff's Motion to terminate spousal support, as Defendant RAINA MARTIN (hereinafter "RAINA") had entered into a domestic partnership with another man, which the Court agreed and concluded that this was equivalent to remarriage, and therefore spousal support should be, and was terminated (**Exhibit 1**, page 2:1-9). The May Order also awarded Plaintiff ERICH MARTIN (hereinafter "ERICH") attorney's fees and costs against RAINA in the amount of \$7, 262.48, which was reduced to judgment, which may be collected by and all legal means (**Exhibit 1**, page 5:5-8). Subsequently, a Writ was Electronically Issued by the Clerk of this Honorable Court on July 17, 2017.

On July 14, 2017, RAINA filed her Motion for Clarification and Temporary Stay. RAINA is requesting that the Court "clarify" the May Order because RAINA alleges that she objected to ERICH's attorney's fees in her Opposition dated February 9, 2017. RAINA is also apparently requesting that the Court re-hear the reasonableness of ERICH's attorney's fees for the reasons that RAINA alleges she outlined in her February 2017 Opposition. RAINA is also requesting that this

1 Court clarify the total remaining amount that ERICH may garnish from RAINA's wages in light of  
2 the garnishment already obtained. RAINA is also requesting a temporary stay on further  
3 garnishment.

4  
5 II. OPPOSITION  
6

7 First and foremost, RAINA provides not one single legal authority within her Motion that  
8 would grant her any of the relief she has requested. Thus, this Court has no legal basis or authority  
9 upon which to grant RAINA any of the relief she has requested. Therefore, RAINA's Motion must  
10 be Denied.  
11

12 Second, RAINA's Motion is untimely made. RAINA is essentially requesting this Court to  
13 amend its findings and Order (the May Order), which pursuant to Nevada Rules of Civil Procedure  
14 ("NRCPP") 52(b), must be made within ten (10) days of entry of the Order. The Order that is at  
15 issue to this matter was entered on May 22, 2017. The final/ last page of the Order filed on May 22,  
16 2017, and attached to this Opposition as **Exhibit 1**, reflects the Court having entered the Order and  
17 the department's Judicial Assistant having executed the Notice of Entry on that day (May 22, 2017)  
18 and mailed a copy of the Order to both parties, as required by law and procedure.  
19

20 NRCPP 52 (b) Amendment. Upon a party's motion filed not later than 10 days after service  
21 of written notice of entry of judgment, the court may amend its findings or make additional findings  
22 and may amend the judgment accordingly. The motion may accompany a motion for a new trial  
23 under Rule 59. When findings of fact are made in actions tried without a jury, the sufficiency of the  
24 evidence supporting the findings may later be questioned whether or not in the district court the  
25 party raising the question objected to the findings, moved to amend them, or moved for partial  
26 findings.  
27  
28

1  
2 Again, RAINA's Motion is not timely made, having been filed two (2) months after Notice  
3 of Entry. Additionally, RAINA does not make a Motion for a new trial under NRCP 59, as required  
4 pursuant to NRCP 52. Thus, RAINA's Motion must be denied.

5  
6 Despite RAINA having not filed a Motion for a New Trial under NRCP 59, even if she had  
7 done so, that Motion would also be untimely, as pursuant to NRCP 59(b), "A motion for a new trial  
8 shall be filed no later than 10 days after service of written notice of the entry of the judgment." This  
9 was not done, so RAINA's present Motion must be denied.

10 NRCP 59(e) also supports ERICH's position that RAINA's Motion must be denied, as  
11 NRCP 59(e) states that "A motion to alter or amend the judgment shall be filed no later than 10  
12 days after service of written notice of entry of the judgment." The judgment against RAINA for  
13 attorney's fees and costs as awarded to ERICH in the Order entered on May 22, 2017; thus,  
14 RAINA's request for relief as filed on July 17, 2017 in her Motion is not timely and must be  
15 DENIED.

16  
17 Furthermore, even had RAINA made any requests for relief under NRCP 52 and/or NRCP  
18 59, she would not be able to meet any of the elements required for relief under NRCP 60. Pursuant  
19 to NRCP 60, relief from judgment or order requires at least one of the following: NRCP 60(a)  
20 Clerical Mistakes, (b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence;  
21 Fraud, Etc., (c) Default Judgments: Defendant Not Personally Served, (d) Default Judgments:  
22 Modification Nunc Pro Tunc. RAINA is not able to make any claim to any such relief that is  
23 allowed under NRCP 60. Thus, RAINA's Motion must be Denied.

24 / / /

1 With respect to RAINA's assertions that ERICH has collected approximately \$6,000.00 in  
2 from RAINA's bank account and "is now threatening her employers to obtain a further  
3 approximately \$14K in garnishments from her wages;" ERICH responds accordingly. There are  
4 two (2) separate judgments that were awarded to ERICH and entered by this Court. There were  
5 two (2) separate Writs of Execution that were filed and served, in full compliance with the legal  
6 remedy owed to ERICH in order to collect upon his legal right to collect upon the judgment  
7 awarded to him. The total amount that is owed to ERICH by RAINA is \$13,262.48. The fees in  
8 addition to this amount were outlined on the Writ of Execution served upon RAINA on or about  
9 June 1, 2017 for the judgment awarding the repayment of spousal support to ERICH. Subsequently,  
10 on or about July 14, 2017 a separate Writ of Execution was filed with this Court and served upon  
11 RAINA; this was for the Judgment awarding ERICH attorney's fees and costs. These fees permitted  
12 for accrued interest, court fees and service fees, which were charged to ERICH by the Constable's  
13 office (see **Exhibit 2**). The total amount of the two Writs to include the Judgment amounts, fees  
14 and interest amounts to \$13,844.56. As of June 27, 2017, \$6,211.72 has been satisfied (see **Exhibit**  
15 **3**). The remaining balance of \$7,632.84, plus any additional interest and/or fees and costs, is all that  
16 ERICH is requesting the employer of RAINA to satisfy via garnishment of wages (see **Exhibit 4**).  
17 ERICH has completed the Writs legally and as lawfully allowed to him in the Orders and Judgments  
18 issued and entered by this Court. RAINA is aware of what is owed.

19  
20 There is no reason for a temporary stay to be entered. RAINA has offered no legal  
21 authority or basis upon which a temporary stay would be permitted. NRCP 60 provides the rules as  
22 to a stay of proceedings to enforce a judgment, and RAINA has not provided or met any one of  
23 those elements.

24 NRCP 60.

25 **(a) Automatic Stay; Exceptions—Injunctions and Receiverships.** Except as stated herein,  
26 no execution shall issue upon a judgment nor shall proceedings be taken for its enforcement until  
27 the expiration of 10 days after service of written notice of its entry. Unless otherwise ordered by the  
28 court, an interlocutory or final judgment in an action for an injunction or in a receivership action

1 shall not be stayed during the period after its entry and until an appeal is taken or during the  
2 pendency of an appeal. The provisions of subdivision (c) of this rule govern the suspending,  
modifying, restoring, or granting of an injunction during the pendency of an appeal.

3 **(b) Stay on Motion for New Trial or for Judgment.** In its discretion and on such  
4 conditions for the security of the adverse party as are proper, the court may stay the execution of or  
5 any proceedings to enforce a judgment pending the disposition of a motion for a new trial or to alter  
6 or amend a judgment made pursuant to Rule 59, or of a motion for relief from a judgment or order  
made pursuant to Rule 60, or of a motion for judgment in accordance with a motion for a judgment  
as a matter of law made pursuant to Rule 50, or of a motion for amendment to the findings or for  
additional findings made pursuant to Rule 52(b).

7  
8  
9 Because RAINA has not met or pled to any legal authority or basis upon which a stay can be  
10 or should be awarded to her or ordered, this request must be Denied. RAINA has not filed a  
11 Motion for a New Trial as discussed *supra*; she has not complied with NRCP 52 or NRCP 59 in  
12 doing such; thus, any relief she *may* have been entitled to under NRCP 60(b) is not available to her at  
13 this point, as the time for doing such has long passed. Furthermore, any automatic stay that may  
14 have been available under NRCP 60(a) is not available to RAINA, as the time has also passed for  
15 doing so, and she has not pled for any such relief. Thus, RAINA's Motion for a Temporary Stay  
16 should be Denied, in full, and the judgments against her upheld.

17  
18 There is simply no legal authority or remedy which would entitle RAINA to any stay  
19 whatsoever, temporary or not.

20  
21 **III. COUNTERMOTION**

22  
23 ERICH hereby files a Countermotion pursuant to EDCR 2.20 and requests that this Court  
24 award him additional attorney's fees and costs as related to having to file this Opposition. ERICH  
25 has had to retain counsel to file an Opposition to the Motion that was brought by RAINA. There is  
26  
27  
28

1 no basis for this Motion and ERICH has done nothing but follow the Court orders and rightfully  
2 and legally obtain the funds that were awarded to him by this Court.


3 ERICH has now had to expend additional time and expense on defending this action. ERICH  
4 therefore respectfully requests that this Court grant him an additional award of attorney's fees and  
5 costs in the amount of \$750.00 for having to retain counsel and file this Opposition. A *Brunzell*  
6 Motion will be filed in the event the Court is inclined to grant this request; however, a *Brunzell*  
7 Motion has not been filed with this Opposition for the purposes of trying to keep attorney's fees  
8 and costs to a minimum, given the circumstances of this matter.

9  
10 IV. CONCLUSION  
11

12 In conclusion, as demonstrated by the evidence attached hereto, Plaintiff has fully complied with  
13 the Court Orders and the law, and has acted in good faith. RAINA has brought a Motion to this  
14 Court without any legal authority or basis upon which she could or should be afforded any relief.  
15 Based upon the legal authorities and argument in this Opposition, ERICH hereby respectfully  
16 requests that RAINA take nothing by way of her Motion, and this Court DENY the Motion for  
17 Clarification and Temporary Stay IN FULL. Further, ERICH requests that this Court award him an  
18 additional \$750.00 as for attorney's fees and costs for having to file this Opposition to RAINA's  
19 otherwise frivolous Motion; as well as any and all other relief that this Court finds appropriate.

20 DATED this 28 day of July, 2017.

21  
22 Respectfully Submitted:

23   
24 \_\_\_\_\_  
25 RANDAL R. LEONARD, ESQ.  
26 Nevada Bar No. 6716  
27 *Attorney for Plaintiff*  
28



# **EXHIBIT 1**

# **EXHIBIT 1**

*Steven D. Grierson*

1 ORDR

2 DISTRICT COURT, FAMILY DIVISION

3 CLARK COUNTY, NEVADA

4 ERICH M. MARTIN, )

5 Plaintiff, )

6 vs. )

7 RAINA L. MARTIN, )

8 Defendant. )

CASE NO. D-15-509045-D

DEPT NO. C

UNDER SUBMISSION

9  
10 ORDER AWARDING ATTORNEY FEES AND COSTS

11 THIS MATTER having come before the Court on January 12, 2017 for  
12 Plaintiff, Erich M. Martin ("Erich")'s *Motion to Terminate Alimony and for*  
13 *Attorney's Fees and Costs*, and on Defendant, Raina L. Martin ("Raina")'s  
14 *Opposition and Countermotion*; Erich appearing telephonically with  
15 Attorney Randy Richards of the law firm of Kelleher & Kelleher, LLC, and  
16 Raina appearing with Attorney Samira Knight of Tarkanian & Knight Law  
17 Group, PLLC; the Court having reviewed the pleadings and papers on file  
18 herein, having heard the argument of the parties, and good cause appearing  
19 therefor

20 ////

21 Page 1 of 5

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

1 THE COURT HEREBY FINDS that on October 6, 2016, Erich filed a  
2 *Motion to Terminate Alimony and for Attorney's Fees and Costs*; on  
3 December 28, 2016, Raina filed her *Opposition and Countermotion*; and on  
4 January 12, 2017, the matter was heard. The basis for the relief requested  
5 by Erich was that Raina had registered a domestic partnership which, like a  
6 marriage, created a potential entitlement to Raina for support from Raina's  
7 domestic partner. Erich argued that the domestic partnership was  
8 equivalent to a marriage for the purpose of ending his alimony obligation to  
9 Raina. This Court agreed.

10 THE COURT HEREBY FINDS that Erich's request for attorney fees  
11 was raised in his *Motion*, satisfying NRCP 54(d)(2)(A).

12 COURT FURTHER FINDS that pursuant to NRCP 54(d)(2)(B),  
13 Erich's request for attorney fees raised by way of his *Motion* was timely;  
14 Erich cited *Halbrook v. Halbrook*, 114 Nev. 1455 (1998) (the court has  
15 continuing jurisdiction in a divorce matter over attorney fees in a post-  
16 divorce proceeding) and NRS 18.010 (prevailing party) as authority for the  
17 award of attorney fees; and Erich estimated his attorney fees and costs to be  
18 \$2,500.

19 COURT FURTHER FINDS that Raina was warned at a prior hearing  
20 where the issue came up but was not formally before the Court that the

1 Court was likely to find a domestic partnership was the same as a marriage  
2 for the purposes of terminating alimony, and Erich would be awarded all of  
3 his fees if he were forced unnecessarily to file a motion. Accordingly, Erich  
4 is also entitled to attorney fees pursuant to EDCR 7.60(b)(1).

5 COURT FURTHER FINDS that, as the prevailing party, Erich was  
6 directed by the Court to file a *Memorandum of Fees and Costs* no later than  
7 10 days after *Notice of Entry* of the Court's underlying *Order* and Raina was  
8 permitted 10 days thereafter to respond. The underlying *Order* was entered  
9 April 6, 2017 and *Notice of Entry of Order* was filed and mailed to Raina on  
10 April 7, 2017. Thus, Erich's *Memorandum of Fees and Costs*, filed and  
11 mailed to Raina the same day on April 7, 2017 was timely.

12 COURT FURTHER FINDS that pursuant to NRCP 54(d)(2), Erich's  
13 *Memorandum of Fees and Costs* was supported by counsel's affidavit  
14 swearing that the fees were actually and necessarily incurred and explained  
15 why the attorney fees were somewhat high for a relatively uncomplicated  
16 matter; billing statements concerning the amount of fees claimed was  
17 attached; and points and authorities addressing appropriate factors to be  
18 considered by the Court in deciding the motion was included.

19 ////

20 ////

1 THE COURT FURTHER FINDS that pursuant to EDCR 5.32,<sup>1</sup> on  
2 February 25, 2015, Raina filed a *General Financial Disclosure Form*  
3 reflecting a gross monthly income of \$2,500 per month (\$1,500 child  
4 support and \$1,000 alimony) and on March 25, 2015, Erich filed a *General*  
5 *Financial Disclosure Form* reflecting an income of \$6,600 per month. The  
6 Court notes that by these proceedings, Raina is losing her \$1,000 per month  
7 alimony award, but she had failed to update her *General Financial*  
8 *Disclosure Form* with information relevant to her domestic partnership.

9 THE COURT FURTHER FINDS that pursuant to NRCP 54(d)(2) and  
10 *Miller v. Wilfong*, 121 Nev. 619 (2005), Erich's *Memorandum of Fees and*  
11 *Costs* supported the request with the factors required by *Brunzell v. Golden*  
12 *Gate National Bank*, 85 Nev. 345, 349 (1969) to include the qualities of the  
13 advocate, the character and difficulty of the work performed, the work  
14 actually performed by the attorney, and the result obtained, and this  
15 information was reviewed and considered by the Court together with the  
16 redacted billing statements. The Court notes that support staff was utilized  
17 to reduce fees. The Court has, however, eliminated from the request  
18 charges for discussions between staff.

19 ////

20 Page 4 of 5

21  

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<sup>1</sup> Now EDCR 5.506.

1 THE COURT FURTHER FINDS that pursuant to *Love v. Love*, 114  
2 Nev. 572 (1998), Raina was provided the opportunity to review and dispute  
3 the billing statements and fees requested. Raina chose not to avail herself of  
4 this opportunity.

5 NOW, THEREFORE, IT IS HEREBY ORDERED that Erich is hereby  
6 awarded the sum of \$7,262.48 as and for attorney's fees and costs against  
7 Raina, which sum is hereby reduced to judgment which may be collected by  
8 any and all legal means.

9 DATED May 22, 2017.

10  
11 

12 REBECCA L. BURTON  
13 DISTRICT COURT JUDGE  
14 DEPARTMENT C  
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**NOTICE OF ENTRY OF ORDER FROM HEARING**

**TO: ALL PARTIES AND/OR THEIR ATTORNEYS**

Please take note that after a review of the court file, an Order was prepared by the Court following a scheduled hearing. A copy of the Order from Hearing is attached hereto. I hereby certify that I caused on the above file stamped date, a copy of the within **Order** to be:

Mailed postage prepaid, addressed to the following:

John T Kelleher ESQ  
40 S Stephanie ST STE 201  
Henderson NV 89012

Samira C Knight ESQ  
7220 S Cimarron RD STE 110  
Las Vegas NV 89113

DATED: This May 22, 2017.

  
Dawna Richert  
Judicial Assistant, Department C

# **EXHIBIT 2**

# **EXHIBIT 2**



ORIGINAL

**WRIT**

Erich M. Martin

(Name and Bar Number (if any))

3815 Little Dipper Dr

(Address)

Fort Collins, CO 80528

(City, State, Zip Code)

307-275-6343

(Telephone and Facsimile Number)

emartin2671@gmail.com

(E-mail Address)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

Erich M. Martin

Plaintiff(s),

vs.

Raina L. Martin

Defendant(s).

Case No.: D-15-509045-D

Dept. No.: C

**WRIT OF EXECUTION**

☒ EARNINGS

☒ BANK ACCOUNT

☐ OTHER PROPERTY

**THE PEOPLE OF THE STATE OF NEVADA:**

To the Sheriff of Clark County or the Constable for the Township of \_\_\_\_\_.

Greetings:

☒ To Financial Institutions: This judgment is for the recover of money for the support of a person.

On April 6, 2017, a judgment was entered by the above-entitled court in the

above-entitled action in favor of Erich M. Martin, as Judgment  
Raina L. Martin, as Judgment Debtor, for:  
creditor and against \_\_\_\_\_

\$ 6,000.00 Principal,  
Pre-Judgment Interest,  
\$ \_\_\_\_\_ Attorney's Fees, and  
\$ \_\_\_\_\_

RA000677

\_\_\_\_\_ Costs, making a total amount of

\$ \_\_\_\_\_  
6,000.00 The judgment as entered, and

\$ \_\_\_\_\_

**WHEREAS**, according to an affidavit or a memorandum of costs after judgment, or both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

\$ 118.72 Accrued Interest, and

\$ \_\_\_\_\_ Accrued Costs, together with

50.00

\$ \_\_\_\_\_ Fee, for the issuance of this writ, making a total of

168.72

\$ \_\_\_\_\_ **As accrued costs, accrued interest and fees.**

Credit must be given for payments and partial satisfactions in the amount of

0.00

\$ \_\_\_\_\_

which is to be first credited against the total accrued costs and accrued interest, with any excess credited

against the judgment as entered, leaving a net balance of

6,168.72

\$ \_\_\_\_\_

actually due on the date of the issuance of this writ, of which

6,168.72

\$ \_\_\_\_\_

5.75 percent per annum, in the amount of \$ 2.12 per day, from the date  
bears interest at \_\_\_\_\_

of judgment to the date of levy, to which must be added the commissions and costs of the officer executing

this writ.

**NOW, THEREFORE, SHERIFF or CONSTABLE**, you are hereby commanded to satisfy this judgment with interest and costs as provided by law, out of the following personal property of the judgment debtor, except that for any workweek, 75 percent of the disposable earnings of the debtor during that week or 50 times the minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal property cannot be found, then out of the real property belonging to the debtor in the aforesaid county.

Earnings: Please retain from wages, commissions, benefits and bonuses of  
Raina L Martin at her place of employment Desert Breeze Dental 8650 W Spring Mtn Rd  
# 101 Las Vegas, NV 89117 in satisfaction of the judgment against her.

Bank Accounts: Please retain from any and all accounts of, Raina L Martin including

but not limited to acct # 191726079 at USAA Bank located at 9800 Fredrickburg RD

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

STEVEN D. GRIERSON

CLERK OF COURT



By: \_\_\_\_\_

Deputy Clerk

Date

6/1/2017

Issued at the direction of:

SUSANNA PARK

(Signature)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

Name: Erich M Martin

Address: 3815 Little Dipper Dr

City, State, Zip: Fort Collins, CO 80528

Phone: 307-275-6346

E-mail: emartin2671@gmail.com

### SHERIFF OR CONSTABLE INFORMATION

#### AMOUNTS TO BE COLLECTED BY LEVY:

NET BALANCE: 6,168.72

Garnishment Fee: 18.00

Mileage: \_\_\_\_\_

Levy Fee: \_\_\_\_\_

Sub-Total: \_\_\_\_\_

Commission: \_\_\_\_\_

TOTAL LEVY: \_\_\_\_\_

#### RETURN:

\_\_\_\_ Not satisfied \$ \_\_\_\_\_

\_\_\_\_ Satisfied in sum of \$ \_\_\_\_\_

\_\_\_\_ Costs retained \$ \_\_\_\_\_

\_\_\_\_ Commission retained \$ \_\_\_\_\_

\_\_\_\_ Costs incurred \$ \_\_\_\_\_

\_\_\_\_ Commission incurred \$ \_\_\_\_\_

\_\_\_\_ Costs received \$ \_\_\_\_\_

#### REMITTED TO JUDGMENT CREDITOR:

\$ \_\_\_\_\_

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

SHERIFF OF CLARK COUNTY or  
CONSTABLE FOR THE TOWNSHIP OF \_\_\_\_\_

By: \_\_\_\_\_

Title

Date

1 WRIT

2 Erich M. Martin

(Name and Bar Number (if any))

3 3815 Little Dipper Dr

(Address)

4 Fort Collins, CO 80528

(City, State, Zip Code)

5 307-275-6343

(Telephone and Facsimile Number)

6 emartin2671@gmail.com

(E-mail Address)

7 ☐ Attorney for (Name):

8 ☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

9 EIGHTH JUDICIAL DISTRICT COURT

10 CLARK COUNTY, NEVADA

12 Erich M. Martin,

13 Plaintiff(s),

14 vs.

15 Raina L. Martin,

16 Defendant(s).

Case No.: D-15-509045-D

Dept. No.: C

WRIT OF EXECUTION

☒ EARNINGS

☒ BANK ACCOUNT

☐ OTHER PROPERTY

17 THE PEOPLE OF THE STATE OF NEVADA:

18 To the Sheriff of Clark County or the Constable for the Township of Henderson

19 Greetings:

20 ☐ To Financial Institutions: This judgment is for the recover of money for the support of a person.

21 On July 13th, 2017, a judgment was entered by the above-entitled court in the  
22 above-entitled action in favor of Erich M. Martin, as Judgment  
23 creditor and against Raina L. Martin, as Judgment Debtor, for:

24 \$ \_\_\_\_\_ Principal,

25 \$ \_\_\_\_\_ Pre-Judgment Interest,

26 \$ 7,262.48 Attorney's Fees, and

27 \$ \_\_\_\_\_ Costs, making a total amount of

28 \$ 7,262.48 The judgment as entered, and

1       **WHEREAS**, according to an affidavit or a memorandum of costs after judgment, or both, filed  
2 hereon, it appears that further sums have accrued since the entry of judgment, to wit:

3               \$        2.12       Accrued Interest, and

4               \$                    Accrued Costs, together with

5               \$       350.24       Fee, for the issuance of this writ, making a total of

6               \$       352.36       **As accrued costs, accrued interest and fees.**

7 Credit must be given for payments and partial satisfactions in the amount of

8               \$       0.00

9 which is to be first credited against the total accrued costs and accrued interest, with any excess credited  
10 against the judgment as entered, leaving a net balance of

11              \$       7,614.84

12 actually due on the date of the issuance of this writ, of which

13              \$       7,614.84

14 bears interest at 5.75 percent per annum, in the amount of \$ 2.12 per day, from the date  
15 of judgment to the date of levy, to which must be added the commissions and costs of the officer executing  
16 this writ.

17       **NOW, THEREFORE, SHERIFF or CONSTABLE**, you are hereby commanded to satisfy this  
18 judgment with interest and costs as provided by law, out of the following personal property of the  
19 judgment debtor, except that for any workweek, 75 percent of the disposable earnings of the debtor during  
20 that week or 50 times the minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor  
21 Standards Act of 1938, 29 U.S.C. § 206(a)(1), and in effect at the time the earnings are payable,  
22 whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal  
23 property cannot be found, then out of the real property belonging to the debtor in the aforesaid county.

24 Earnings: Please retain from wages, commissions, benefits and bonuses of  
25 Raina L Martin at her place of employment Desert Breeze Dental 8650 W Spring Mtn Rd  
26 # 101 Las Vegas, NV 89117 in satisfaction of the judgment against her.

27 Bank Accounts: Please retain from any and all accounts of, Raina L Martin including  
28 \_\_\_\_\_

but not limited to acct # 191726079 at USAA Bank located at 9800 Fredrickburg RD

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

STEVEN D. GRIERSON  
CLERK OF COURT

Electronically Issued

By: Danielle Coulter 7/14/2017  
Deputy Clerk Danielle Coulter Date

Issued at the direction of:

(Signature) [Signature]

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

Name: Erich M Martin  
Address: 3815 Little Dipper Dr  
City, State, Zip: Fort Collins, CO 80528  
Phone: 307-275-6346  
E-mail: emartin2671@gmail.com

#### SHERIFF OR CONSTABLE INFORMATION

#### AMOUNTS TO BE COLLECTED BY LEVY:

NET BALANCE: 7,614.84

Garnishment Fee: 18.00

Mileage: \_\_\_\_\_

Levy Fee: \_\_\_\_\_

Sub-Total: \_\_\_\_\_

Commission: \_\_\_\_\_

TOTAL LEVY: \_\_\_\_\_

#### RETURN:

Not satisfied \$ \_\_\_\_\_

Satisfied in sum of \$ \_\_\_\_\_

Costs retained \$ \_\_\_\_\_

Commission retained \$ \_\_\_\_\_

Costs incurred \$ \_\_\_\_\_

Commission incurred \$ \_\_\_\_\_

Costs received \$ \_\_\_\_\_

#### REMITTED TO JUDGMENT CREDITOR:

\$ \_\_\_\_\_

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

SHERIFF OF CLARK COUNTY or  
CONSTABLE FOR THE TOWNSHIP OF \_\_\_\_\_

By: \_\_\_\_\_

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**Title**

**Date**

# **EXHIBIT 3**

# **EXHIBIT 3**



**CLARK COUNTY, NEVADA**  
 500 S GRAND CENTRAL PARKWAY  
 PO BOX 551220  
 LAS VEGAS, NEVADA 89155-1220

VENDOR NO. 780000

CHECK NO. 1450599

Invoice Number	Invoice Date	Document Number / Assignment Text	Gross Amount	Discount Adjustment	Net Amount
D15509045D	06/27/2017	3017246367 / *CONSTABLE CONSTABLE CLAIM-17LVTC018131	6,211.72	0.00	6,211.72
CLARK COUNTY			TOTAL	6,211.72	0.00
					6,211.72

Retirees of the Public Employees' Retirement System of Nevada are subject to certain limitations as independent contractors of a public employer. To validate compliance with NRS 286.520, all independent contractor information is subject to inspection by or disclosure to the Public Employees' Retirement System of Nevada.

RA000685

**EXHIBIT 4**

**EXHIBIT 4**

1 **WRIT**

2 Erich M. Martin

(Name)

3 3815 Little Dipper Dr.

(Address)

4 Fort Collins, CO 80528

(City, State, Zip Code)

5 307-275-6343

(Telephone Number)

6 emartin2671@gmail.com

(E-mail Address)

7 ☒ Plaintiff/ ☐ Counterclaimant, In Proper Person

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

11 Erich M. Martin,

12 Plaintiff(s),

13 vs.

14 Raina L. Martin,

15 Defendant(s).

Case No.: D-15-509045-D

Dept. No.: C

16 **WRIT OF GARNISHMENT**

17 **THE STATE OF NEVADA TO:**

18 Desert Breeze Dental, Garnishee.

19 You are hereby notified that you are attached as garnishee in the above-entitled action, and you  
20 are commanded not to pay any debt from yourself to Raina L. Martin  
21 \_\_\_\_\_, Defendant(s), and that you must retain possession and control of  
22 all personal property, money, credits, debts, effects, and choses in action of said Defendant(s) in order that  
23 the same may be dealt with according to law; where such property consists of wages, salaries,  
24 commissions or bonuses, the amount you shall retain shall be in accordance with 15 U.S. Code 1673 and  
25 Nevada Revised Statutes 31.295.

26 Plaintiff believes that you have property, money, credits, debts, effects, and choses in action in  
27 your hands and under your custody and control belonging to said Defendant(s), more particularly  
28 described as:

Please retain from Wages, tips, commissions, benefits from Raina L. Martin at  
Desert Breeze Dental 8650 W. Spring Mountain Rd #101 Las Vegas, NV 89117 702-869-0032  
in satisfaction of the judgment against her.

**YOU ARE REQUIRED** within 20 days from the date of service of this Writ of Garnishment to answer the interrogatories set forth herein and forward such answer to the office of the Sheriff or Constable which issued the Writ of Garnishment. In case of your failure to answer the interrogatories within 20 days, a Judgment by Default will be entered against you for:

(a) The amount demanded in the Writ of Garnishment or the value of the property described in the writ, as the case may be; or

(b) If the garnishment is pursuant to NRS 31.291, the amount of the lien created pursuant to that section, which amount or property must be clearly set forth in the Writ of Garnishment.

**IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of the Defendant(s), this Writ of Garnishment shall be deemed to **CONTINUE FOR 120 DAYS** or until the amount demanded in the attached Writ of Execution is satisfied, whichever occurs earlier.

**YOU ARE FURTHER DIRECTED** to forward all funds due to the Defendant(s) each payday in the future, **UP TO 120 DAYS**, less any amount which is exempt and less \$3.00 per pay period (not to exceed \$12.00 per month) which you may retain as a fee for compliance. The \$3.00 fee does not apply to the first pay period covered by this Writ of Garnishment.

**YOU ARE FURTHER REQUIRED** to serve a copy of your answers to the interrogatories on Plaintiff and Defendant(s) at the addresses listed below.

Issued at direction of (sign and check one):

**SHERIFF/CONSTABLE – CLARK COUNTY**

☒ Plaintiff/ ☐ Counterclaimant

Title

Date

Erich M. Martin 3815 Little Dipper Dr. Fort Collins, CO 80528

Name and address of Plaintiff or Counterclaimant

Raina L. Martin 2812 Josephine Dr. Henderson, NV 89044

Name and address of Defendant(s)

1 **STATE OF NEVADA** )  
 ) ss:  
2 **COUNTY OF CLARK** )

3 The undersigned being duly sworn states that I received the within WRIT OF GARNISHMENT  
4 on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and personally served the same on the \_\_\_\_ day  
5 of \_\_\_\_\_, 20\_\_\_\_ in the same manner as provided by rule of court or law of this  
6 state for the service of a summons in a civil action, and I tendered the statutory fee of \$5.00 to

7 \_\_\_\_\_ at \_\_\_\_\_  
8 \_\_\_\_\_, City of \_\_\_\_\_, County of  
9 \_\_\_\_\_, State of Nevada.

10 By: \_\_\_\_\_  
11 Title \_\_\_\_\_

12 **INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE AND SIGNED UNDER**  
13 **PENALTY OF PERJURY:**

14 1. Are you in any manner indebted to the Defendant(s) Raina L. Martin

15 \_\_\_\_\_, or either of them, either in property or money, and is the  
16 debt now due? If not due, when is the debt to become due? State fully all particulars.

17 **Answer:** \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_

21 2. Are you an employer of one or all of the Defendants? If so, state the length of your pay period and the  
22 amount of disposable earnings, as defined in NRS 31.295, that each Defendant presently earns during  
23 a pay period. State the minimum amount of disposable earnings that is exempt from this garnishment,  
24 which is the federal minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor  
25 Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect at the time the earnings are payable multiplied  
26 by 50 for each week of the pay period, after deducting any amount required by law to be withheld.

27 Calculate the attachable amount as follows (*check one of the following*):  
28

The employee is paid: [A] Weekly: \_\_\_\_\_, [B] Biweekly: \_\_\_\_\_, [C] Semimonthly: \_\_\_\_\_,  
[D] Monthly: \_\_\_\_\_

(1) Gross Earnings \$ \_\_\_\_\_

(2) Deductions required by law (not including child support) \$ \_\_\_\_\_

(3) Disposable Earnings [Subtract line 2 from line 1] \$ \_\_\_\_\_

(4) Federal Minimum Wage \$ \_\_\_\_\_

(5) Multiply line 4 by 50 \$ \_\_\_\_\_

(6) Complete the following directions in accordance with the letter selected above:

[A] Multiply line 5 by 1 \$ \_\_\_\_\_

[B] Multiply line 5 by 2 \$ \_\_\_\_\_

[C] Multiply line 5 by 52 and then divide by 24 \$ \_\_\_\_\_

[D] Multiply line 5 by 52 and then divide by 12 \$ \_\_\_\_\_

(7) Subtract line 6 from line 3 \$ \_\_\_\_\_

This is the attachable earnings. This amount must not exceed 25% of the disposable earnings  
from line 3.

**Answer:** \_\_\_\_\_

3. Did you have in your possession, in your charge or under your control, on the date the Writ of  
Garnishment was served upon you, any money, property, effects, goods, chattels, rights, credits or  
choses in action of the Defendants, or either of them, or in which Defendants are interested? If so,  
state its value, and state fully all particulars.

**Answer:** \_\_\_\_\_

1 4. Do you know of any debts owing to the Defendant(s), whether due or not due, or any money,  
2 property, effects, goods, chattels, rights, credits or choses in action, belonging to Defendant(s) or in  
3 which Defendant(s) is/are interested, and now in the possession or under the control of others? If so,  
4 state all particulars.

5 **Answer:** \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10 5. Are you a financial institution with a personal account held by one or all of the Defendants? If so,  
11 state the account number and the amount of money in the account which is subject to garnishment.  
12 As set forth in section 3 of Assembly Bill 223 (76th Sess. 2011), \$2,000 or the entire amount in the  
13 account, whichever is less, is not subject to garnishment if the financial institution reasonably  
14 identifies that an electronic deposit of money has been made into the account within the immediately  
15 preceding 45 days which is exempt from execution, including, without limitation, payments of money  
16 described in section 3 of Assembly Bill 223 or, if no such deposit has been made, \$400 or the entire  
17 amount in the account, whichever is less, is not subject to garnishment, unless the garnishment is for  
18 the recovery of money owed for the support of any person. The amount which is not subject to  
19 garnishment does not apply to each account of the judgment debtor, but rather is an aggregate amount  
20 that is not subject to garnishment.

21 **Answer:** \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 6. State your correct name and address, or the name and address of your attorney upon whom written  
27 notice of further proceedings in this action may be served.

28 **Answer:** \_\_\_\_\_

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4  
5 I declare under penalty of perjury that the answers to the foregoing interrogatories by me  
subscribed are true and correct.

6 Executed on the \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year 20\_\_\_\_\_.  
7

8 \_\_\_\_\_  
(Signature of Garnishee)

9 Print name: \_\_\_\_\_

10 Title: \_\_\_\_\_  
11

12 **NOTE:** Under 31.297, if an employer, without legal justification, refuses to withhold the earnings of a  
13 Defendant demanded in a **WRIT OF GARNISHMENT** or knowingly misrepresents the earnings of the  
14 Defendant, the court may order the employer to appear and show cause why he should not be subject to the  
15 following penalties:

16 (1) If the Plaintiff has received a judgment against the Defendant, an order to the employer to pay the  
17 Plaintiff the amount of arrearages caused by the employer's refusal to withhold or his misrepresentation of the  
18 Defendant's earnings.

19 (2) In addition, the court may order the employer to pay the Plaintiff punitive damages in an amount not to  
20 exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold  
21 the Defendant's earnings or has misrepresented the earnings.  
22  
23  
24  
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27  
28



1 **WRIT**

2 Erich M. Martin

(Name)

3 3815 Little Dipper Dr.

(Address)

4 Fort Collins, CO 80528

(City, State, Zip Code)

5 307-275-6343

(Telephone Number)

6 emartin2671@gmail.com

(E-mail Address)

7 ☒ Plaintiff/ ☐ Counterclaimant, In Proper Person

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

11 Erich M. Martin,

12 Plaintiff(s),

13 vs.

14 Raina L. Martin,

15 Defendant(s).

Case No.: D-15-509045-D

Dept. No.: C

16 **WRIT OF GARNISHMENT**

17 **THE STATE OF NEVADA TO:**

18 USAA Bank 3773 Howard Hughes Parkway Las Vegas, NV 89169, Garnishee.

19 You are hereby notified that you are attached as garnishee in the above-entitled action, and you

20 are commanded not to pay any debt from yourself to Raina L. Martin

21 \_\_\_\_\_, Defendant(s), and that you must retain possession and control of  
22 all personal property, money, credits, debts, effects, and choses in action of said Defendant(s) in order that  
23 the same may be dealt with according to law; where such property consists of wages, salaries,  
24 commissions or bonuses, the amount you shall retain shall be in accordance with 15 U.S. Code 1673 and  
25 Nevada Revised Statutes 31.295.

26 Plaintiff believes that you have property, money, credits, debts, effects, and choses in action in  
27 your hands and under your custody and control belonging to said Defendant(s), more particularly  
28 described as:

1 Bank Accounts for Raina L. Martin including but not limited to Acct #191726079

2  
3  
4  
5 **YOU ARE REQUIRED** within 20 days from the date of service of this Writ of Garnishment to  
6 answer the interrogatories set forth herein and forward such answer to the office of the Sheriff or  
7 Constable which issued the Writ of Garnishment. In case of your failure to answer the interrogatories  
8 within 20 days, a Judgment by Default will be entered against you for:

9 (a) The amount demanded in the Writ of Garnishment or the value of the property described in  
10 the writ, as the case may be; or

11 (b) If the garnishment is pursuant to NRS 31.291, the amount of the lien created pursuant to that  
12 section, which amount or property must be clearly set forth in the Writ of Garnishment.

13 **IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of the  
14 Defendant(s), this Writ of Garnishment shall be deemed to **CONTINUE FOR 120 DAYS** or until the  
15 amount demanded in the attached Writ of Execution is satisfied, whichever occurs earlier.

16 **YOU ARE FURTHER DIRECTED** to forward all funds due to the Defendant(s) each payday  
17 in the future, **UP TO 120 DAYS**, less any amount which is exempt and less \$3.00 per pay period (not to  
18 exceed \$12.00 per month) which you may retain as a fee for compliance. The \$3.00 fee does not apply to  
19 the first pay period covered by this Writ of Garnishment.

20 **YOU ARE FURTHER REQUIRED** to serve a copy of your answers to the interrogatories on  
21 Plaintiff and Defendant(s) at the addresses listed below.

22 Issued at direction of *(sign and check one):*

**SHERIFF/CONSTABLE – CLARK COUNTY**

23 ☒ Plaintiff/ ☐ Counterclaimant

Title

Date

24 Erich M. Martin 3815 Little Dipper Dr. Fort Collins, CO 80528  
25 Name and address of Plaintiff or Counterclaimant

26 Raina L. Martin 2812 Josephine Dr. Henderson, NV 89044  
27 Name and address of Defendant(s)  
28

1 **STATE OF NEVADA** )  
2 ) ss:  
3 **COUNTY OF CLARK** )

4 The undersigned being duly sworn states that I received the within WRIT OF GARNISHMENT  
5 on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and personally served the same on the \_\_\_\_ day  
6 of \_\_\_\_\_, 20\_\_\_\_ in the same manner as provided by rule of court or law of this  
7 state for the service of a summons in a civil action, and I tendered the statutory fee of \$5.00 to

8 \_\_\_\_\_ at \_\_\_\_\_  
9 \_\_\_\_\_, City of \_\_\_\_\_, County of  
10 \_\_\_\_\_, State of Nevada.

11 By: \_\_\_\_\_  
12 Title

13 **INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE AND SIGNED UNDER**  
14 **PENALTY OF PERJURY:**

15 1. Are you in any manner indebted to the Defendant(s) Raina L. Martin

16 \_\_\_\_\_, or either of them, either in property or money, and is the  
17 debt now due? If not due, when is the debt to become due? State fully all particulars.

18 **Answer:** \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22 2. Are you an employer of one or all of the Defendants? If so, state the length of your pay period and the  
23 amount of disposable earnings, as defined in NRS 31.295, that each Defendant presently earns during  
24 a pay period. State the minimum amount of disposable earnings that is exempt from this garnishment,  
25 which is the federal minimum hourly wage prescribed by section 6(a)(1) of the federal Fair Labor  
26 Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect at the time the earnings are payable multiplied  
27 by 50 for each week of the pay period, after deducting any amount required by law to be withheld.

28 Calculate the attachable amount as follows (*check one of the following*):

The employee is paid: [A] Weekly: \_\_\_\_\_, [B] Biweekly: \_\_\_\_\_, [C] Semimonthly: \_\_\_\_\_,  
[D] Monthly: \_\_\_\_\_

(1) Gross Earnings \$ \_\_\_\_\_

(2) Deductions required by law (not including child support) \$ \_\_\_\_\_

(3) Disposable Earnings [Subtract line 2 from line 1] \$ \_\_\_\_\_

(4) Federal Minimum Wage \$ \_\_\_\_\_

(5) Multiply line 4 by 50 \$ \_\_\_\_\_

(6) Complete the following directions in accordance with the letter selected above:

[A] Multiply line 5 by 1 \$ \_\_\_\_\_

[B] Multiply line 5 by 2 \$ \_\_\_\_\_

[C] Multiply line 5 by 52 and then divide by 24 \$ \_\_\_\_\_

[D] Multiply line 5 by 52 and then divide by 12 \$ \_\_\_\_\_

(7) Subtract line 6 from line 3 \$ \_\_\_\_\_

This is the attachable earnings. This amount must not exceed 25% of the disposable earnings  
from line 3.

**Answer:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Did you have in your possession, in your charge or under your control, on the date the Writ of  
Garnishment was served upon you, any money, property, effects, goods, chattels, rights, credits or  
choses in action of the Defendants, or either of them, or in which Defendants are interested? If so,  
state its value, and state fully all particulars.

**Answer:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1 4. Do you know of any debts owing to the Defendant(s), whether due or not due, or any money,  
2 property, effects, goods, chattels, rights, credits or choses in action, belonging to Defendant(s) or in  
3 which Defendant(s) is/are interested, and now in the possession or under the control of others? If so,  
4 state all particulars.

5 **Answer:** \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10 5. Are you a financial institution with a personal account held by one or all of the Defendants? If so,  
11 state the account number and the amount of money in the account which is subject to garnishment.  
12 As set forth in section 3 of Assembly Bill 223 (76th Sess. 2011), \$2,000 or the entire amount in the  
13 account, whichever is less, is not subject to garnishment if the financial institution reasonably  
14 identifies that an electronic deposit of money has been made into the account within the immediately  
15 preceding 45 days which is exempt from execution, including, without limitation, payments of money  
16 described in section 3 of Assembly Bill 223 or, if no such deposit has been made, \$400 or the entire  
17 amount in the account, whichever is less, is not subject to garnishment, unless the garnishment is for  
18 the recovery of money owed for the support of any person. The amount which is not subject to  
19 garnishment does not apply to each account of the judgment debtor, but rather is an aggregate amount  
20 that is not subject to garnishment.

21 **Answer:** \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 6. State your correct name and address, or the name and address of your attorney upon whom written  
27 notice of further proceedings in this action may be served.

28 **Answer:** \_\_\_\_\_

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 **I declare under penalty of perjury that the answers to the foregoing interrogatories by me**  
5 **subscribed are true and correct.**

6 Executed on the \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year 20\_\_\_\_.

7 \_\_\_\_\_  
8 *(Signature of Garnishee)*

9 *Print name:* \_\_\_\_\_

10 *Title:* \_\_\_\_\_

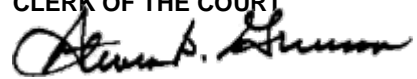
11 **NOTE:** Under 31.297, if an employer, without legal justification, refuses to withhold the earnings of a  
12 Defendant demanded in a **WRIT OF GARNISHMENT** or knowingly misrepresents the earnings of the  
13 Defendant, the court may order the employer to appear and show cause why he should not be subject to the  
14 following penalties:

15  
16 (1) If the Plaintiff has received a judgment against the Defendant, an order to the employer to pay the  
17 Plaintiff the amount of arrearages caused by the employer's refusal to withhold or his misrepresentation of the  
18 Defendant's earnings.

19 (2) In addition, the court may order the employer to pay the Plaintiff punitive damages in an amount not to  
20 exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold  
21 the Defendant's earnings or has misrepresented the earnings.

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MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Erich M Martin

Plaintiff/Petitioner

v. Daina 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) opposition to reconsideration filed after 10 day

**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: Erich M Martin Date 7/28/17

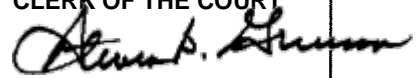
Signature of Party or Preparer





92

92



1 **CSRV**

2 RANDAL R. LEONARD, ESQ.

3 Nevada Bar No. 6716

4 Law Office of Randal R. Leonard, Esq.

5 500 S. Eighth St.

6 Las Vegas, NV 89101

(702) 598-3667/ office

(702) 598-3926/ facsimile

*Attorney for Plaintiff*

7  
8 **EIGHTH JUDICIAL DISTRICT COURT**  
9 **(FAMILY DIVISION)**  
10 **CLARK COUNTY, NEVADA**

11 ERICH MARTIN,

12 Plaintiff,

13 -vs.-

14 RAINA MARTIN,

15 Defendant.

CASE No. D-15-509045-d

DEPT. No. C

HEARING DATE: 8/18/2017

HEARING TIME: In Chambers

16  
17 **CERTIFICATE OF MAILING**

18 That I am an employee of the Law Office of Randal R. Leonard, Esq., and hereby declare  
19 under penalty of perjury that the foregoing is true and correct. That on the 1<sup>st</sup> day of August,  
20 2017, service of the PLAINTIFF'S OPPOSITION TO MOTION FOR CLARIFICATION AND  
21 TEMPORARY STAY AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS was  
22 made pursuant NRCP 5(b) by depositing a copy of the same in the United States Postal Service Mail  
23 in Las Vegas, Nevada, with postage prepaid, first class regular mail, which was addressed as follows:

24 / / /

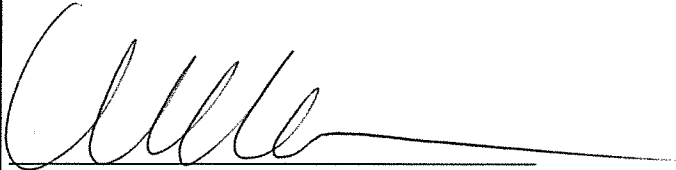
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Samira C. Knight, Esq.  
c/o Tarkanian & Knight Law Group  
7220 S. Cimarron, Suite 110  
Las Vegas, NV 89113  
*Attorney for Defendant*

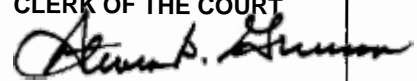
DATED this 1<sup>st</sup> day of August, 2017.



An Employee of the  
Law Office of Randal R. Leonard, Esq.

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1 ORDR

2 DISTRICT COURT, FAMILY DIVISION

3 CLARK COUNTY, NEVADA

4 ERICH M. MARTIN,

5 Plaintiff,

6 vs.

7 RAINA L. MARTIN,

8 Defendant.

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

) Date of Hearing: 08/18/17  
) IN-CHAMBERS  
)

9  
10 ORDER AMENDING AWARD OF ATTORNEY FEES AND COSTS

11 THIS MATTER having come before the Court on Defendant, Raina L.  
12 Martin ("Raina")'s *Motion for Clarification and Temporary Stay* filed July  
13 17, 2017. Raina did not file proof of service, however, Plaintiff, Erich M.  
14 Martin ("Erich") responded by the filing of an *Opposition to Motion for*  
15 *Clarification and Temporary Stay and Countermotion for Attorney Fees*  
16 *and Costs* on July 31, 2017, which was served to Raina by mail on August 1,  
17 2017, essentially acknowledging service or waiving service issues. Erich  
18 appearing through Attorney Randal R. Leonard and Raina appearing  
19 through Attorney Samira Knight of Tarkanian & Knight Law Group, PLLC;  
20 neither party requesting a hearing of this matter pursuant to EDCR

21 Page 1 of 5

1 5.502(i);<sup>1</sup> and the Court having reviewed the pleadings and papers on file  
2 herein, and good cause appearing therefor

3 COURT FINDS that on January 12, 2017 the Court granted Erich's  
4 *Motion to Terminate Alimony and for Attorney's Fees and Costs*, including  
5 an award of attorney's fees and costs. As the prevailing party, Erich was  
6 directed by the Court to file a *Memorandum of Fees and Costs* no later than  
7 10 days after *Notice of Entry* of the Court's underlying *Order* and Raina  
8 was permitted 10 days thereafter to respond.

9 COURT FINDS that on January 23, 2017, Erich filed *Plaintiff's*  
10 *Memorandum of Fees and Costs*, and on February 9, 2017, Raina filed  
11 *Defendant's Opposition to Plaintiff's Memorandum of Fees and Costs*.  
12 Notably, however, the underlying *Order* had not yet been entered. It is the  
13 policy of Department C not to rule on attorney fee awards until after the  
14 underlying *Order* is entered.

15 COURT FINDS that on April 6, 2017, the underlying *Order* was  
16 entered and on April 7, 2017, *Notice of Entry* was filed and mailed to Raina.

17 Page 2 of 5

18  
19 <sup>1</sup> Within the body of her *Motion*, Raina suggests that this matter should be set for  
20 argument. If it is Raina's intent for the Court to hold a hearing, she must affirmatively  
21 make that representation on the first page of her *Motion* pursuant to EDCR 5.502(i). In  
the interests of judicial economy and pursuant to NRCP 1 and EDCR 1.10 which govern  
the procedure in District Court and require the Court to be administered in a manner  
which ensures efficient, speedy, and inexpensive determinations in every action, the  
Court does not find it necessary to set a hearing, because a hearing would not have  
originally been set on the attorney fees under submission.

1 COURT FINDS that on April 7, 2017, Erich filed an updated *Plaintiff's*  
2 *Memorandum of Fees and Costs* to which Raina did not respond.

3 COURT FINDS that prior to entering its *Order Awarding Attorney*  
4 *Fees and Costs* on May 22, 2017, the Court reviewed Erich's updated  
5 *Plaintiff's Memorandum of Fees and Costs* and inadvertently missed  
6 Raina's earlier filed *Opposition*. To avoid an injustice to Raina, whose  
7 *Opposition* to Erich's first *Memorandum of Fees and Costs* was timely, and  
8 under the authority of NRCp 60(b)(1) for inadvertence by the Court, the  
9 Court will review and consider Raina's *Opposition* to the extent that  
10 argument to any particular entry matches an entry made in Erich's later  
11 filed *Memorandum of Fees and Costs* upon which the Court's *Order*  
12 *Awarding Attorney Fees and Costs* was based.

13 COURT FINDS that it was not clear the disputed entries dated  
14 November 2, 2016; November 28, 2016; and January 5, 2017, concerned  
15 the alimony issue; therefore, the sum of \$180.00 should be deducted from  
16 the award of fees.

17 COURT FINDS that as to the disputed entry dated December 29,  
18 2016, the only motion that would have been relevant would have been the  
19 *Motion to Terminate Alimony and for Attorney's Fees and Costs* filed  
20 October 6, 2016. While it would have made sense for supervising counsel

1 (Attorney Kelleher) to review a motion drafted by an associate (Attorney  
2 Davis) prior to filing, the billing statement indicates that the motion was  
3 also reviewed by counsel (Attorney Richards) prior to filing. Accordingly,  
4 there seems no purpose for Attorney Kelleher to have billed one hour for  
5 review of the seven page motion, particularly since Attorney Richards  
6 rather than Attorney Keller appeared for the hearing on January 12, 2017.  
7 Therefore, the sum of \$400 should be deducted from the award of fees.

8 COURT FINDS that Raina argues all fees and costs related to Erich's  
9 *Reply* should be deleted because it was not received by Raina. Although  
10 Raina challenged Erich's proof of service of the *Reply* which was made by  
11 E-Service on January 4, 2017, more to the point, the Court Minutes reflect  
12 that Raina's counsel confirmed she had reviewed the *Reply* prior to the  
13 hearing. Accordingly, this argument fails. However, the Court notes that  
14 Attorney Davis researched and drafted the *Motion* to which the *Reply*  
15 corresponds. Accordingly, a one hour review of the client file in  
16 preparation for drafting the *Reply and Opposition* is unnecessary;  
17 therefore, \$300 should be deducted from the award of fees.

18 NOW, THEREFORE, IT IS HEREBY ORDERED that the *Order*  
19 *Awarding Attorney Fees and Costs* entered May 22, 2017 shall be amended  
20 to reduce the judgment awarded to Erich in the amount of \$7,262.48 by a



1 total of \$880 to \$6,382.48 with credit to Raina for any payments that have  
2 been made. Said judgment shall continue to be collected by any and all  
3 legal means.

4 IT IS FURTHER ORDERED that base upon the ruling made herein,  
5 all remaining requests for relief, including Raina's motion for clarification;  
6 Raina's motion for a temporary stay; and Erich's countermotion for  
7 attorney's fees have become moot or are denied.

8 DATED August 18, 2017.

9 

10 REBECCA L. BURTON  
11 DISTRICT COURT JUDGE  
12 DEPARTMENT C  
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2 **NOTICE OF ENTRY OF ORDER FROM HEARING**

3 **TO: ALL PARTIES AND/OR THEIR ATTORNEYS**


4 Please take note that after a review of the court file, an Order was  
5 prepared by the Court following a scheduled hearing. A copy of the Order  
6 from Hearing is attached hereto. I hereby certify that I caused on the above  
7 file stamped date, a copy of the within **Order Amending Award of Attorney  
8 Fees and Costs** to be:

9 Mailed postage prepaid, addressed to the following litigants in Proper Person:

10 Samira C Knight, ESQ  
11 7220 S Cimarron RD STE 110  
12 Las Vegas NV 89113

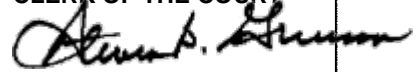
13 Randal R Leonard, Esq.  
14 Law Offices of Randal R Leonard Esq  
15 500 S Eighth St  
16 Las Vegas NV 89101

17 DATED: This August 21, 2017.

18   
19 Dawna Richert  
20 Judicial Assistant, Department C  
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NOW

RANDAL R. LEONARD, ESQ.  
Nevada Bar No. 6716  
Law Office of Randal R. Leonard, Esq.  
500 S. Eighth St.  
Las Vegas, NV 89101  
(702) 598-3667/ office  
(702) 598-3926/ facsimile  
*Attorney for Plaintiff*

EIGHTH JUDICIAL DISTRICT COURT  
(FAMILY DIVISION)  
CLARK COUNTY, NEVADA

ERICH MARTIN,

Plaintiff,

-vs.-

RAINA MARTIN,

Defendant.

CASE No. D-15-509045-D

DEPT. No. C


NOTICE OF WITHDRAWAL  
OF COUNSEL FOR  
PLAINTIFF

**NOTICE IS HEREBY GIVEN** that counsel for the Plaintiff hereby withdraws from this action in the manner consistent with and according to Supreme Court Rule 46, which states in pertinent part as follows: After judgment or final determination, an attorney may withdraw as attorney of record at any time upon the attorney's filing a withdrawal, with or without the client's consent.

**WHEREFORE**, Plaintiff ERICH MARTIN may be served with further proceedings, if any, at his last known address of 3815 Little Dipper Drive, Fort Collins, Colorado 80528.

DATED this 28<sup>th</sup> day of August, 2017.

Respectfully Submitted:



RANDAL R. LEONARD, ESQ.  
Nevada Bar No. 6716  
*Attorney for Plaintiff*

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**CERTIFICATE OF MAILING**

**I DO HEREBY CERTIFY** that I am an employee of the Law Office of Randal R.

Leonard, Esq., and that on the 28<sup>th</sup> day of August, 2017, I placed a true and correct copy of the foregoing NOTICE OF WITHDRAWAL OF ATTORNEY FOR PLAINTIFF in the United States Mail, in Las Vegas, Nevada, with First Class Postage Pre-Paid thereon, and addressed to the following person or persons at their last known address:

Samira C. Knight, Esq.  
7220 S. Cimarron Rd.  
Suite 110  
Las Vegas, Nevada 89113  
*Attorney for Defendant*

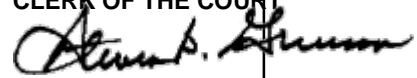
Erich Martin  
3815 Little Dipper Drive  
Fort Collins, Colorado 80528  
*Plaintiff, In Proper Person*



An Employee of the Law Office of Randal R. Leonard, Esq.

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

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

9 ERICH M. MARTIN,  
10 Plaintiff,

11 vs.

12 RAINA L. MARTIN,  
13 Defendant.

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

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

14 **NOTICE OF ENTRY OF ORDER**

15 TO: ERICH M. MARTIN, Plaintiff in Proper Person.

16 **PLEASE TAKE NOTICE** that the *Order Incident to Decree of Divorce*  
17 was duly entered in the above action on the 14<sup>th</sup> day of November, 2016, by

18 \*\*\*\*\*

19 \*\*\*\*\*

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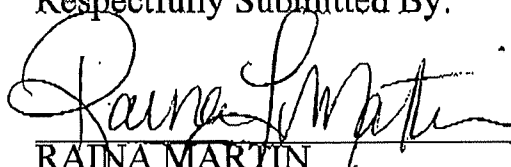
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28 \*\*\*\*\*

1 filing with the clerk of the court a true and correct copy. A copy is attached for  
2 your records.

3 **DATED** this 17 day of June, 2018.

4  
5 Respectfully Submitted By:

6   
7

8 RAINA MARTIN  
9 2812 Josephine Dr.  
10 Henderson, Nevada 89044  
11 Defendant in Proper Person  
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that on this 20 day of June,  
3 2018, I caused the foregoing document entitled *Notice of Entry of Order* to be  
4 served as follows:

5  
6 ☐ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
7 Administrative Order 14-2 captioned "In the Administrative  
8 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.

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

11 ☐ Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed  
12 consent for service by electronic means.

13 ☐ Pursuant to NRCP 5(b)(2)(D), by email by duly executed consent  
14 for service by electronic means.

15 ☐ By hand delivery with signed Receipt of Copy.

16 ☐ By First Class, Certified U.S. Mail.

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

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

21 

22 \_\_\_\_\_  
23 Victoria Javiel, Paralegal  
Document Preparation Service

24  
25 \\wlgserver\company\wp16\MARTIN,R\DRAFTS\00241177.WPD/dr

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

  
CLERK OF THE COURT

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

7 ERICH M. MARTIN,  
8 Plaintiff,

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

9 vs.

10 RAINA L. MARTIN,  
11 Defendant.

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

12 **ORDER INCIDENT TO DECREE OF DIVORCE**

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

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

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

- 1 3. This Court has determined that Raina is entitled to her time-rule  
2 percentage of Erich's military retirement benefits.
- 3 4. The *Decree of Divorce* entered on November 5, 2015, does not make an  
4 adequate distribution of Raina's interest in Erich's military retirement  
5 benefits or Cost of Living Adjustments. This *Order* is intended to  
6 clarify this Court's intention.
- 7 5. This *Order* is intended to be, and shall constitute an *Order Incident to*  
8 *Decree of Divorce* in accordance with 10 U.S.C. § 1408(a)(2), and is  
9 intended to clarify the *Decree of Divorce*.
- 10 6. The parties were married on April 1, 2002, and divorced as of November  
11 5, 2015.
- 12 7. Erich entered military service on July 13, 1999, and remains on active  
13 duty.
- 14 8. The share that each party is entitled should be determined pursuant to  
15 the "time-rule" formula which designates the number of months of  
16 marriage overlapping military service and dividing it by the total number  
17 of months of active military service. This fraction and equivalent  
18 percentage establishes the community share of the total benefit. The  
19 resulting community share is then divided equally between the parties,  
20 and multiplied by the benefit payable.

21  
22 
$$\frac{\text{Number of Months of Marriage Overlapping}}{\text{Creditable Military Service (163,154)}} = \text{_____} \% \text{ The Marital}$$
  
23 
$$\frac{\text{Number of Total Months of Active}}{\text{Service (unknown at this time)}} \text{Percentage}$$
  
24

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

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

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

10  
11 **THE COURT HEREBY ORDERS:**

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

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

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

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

1 the *Order* qualify.

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

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

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

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

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

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

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

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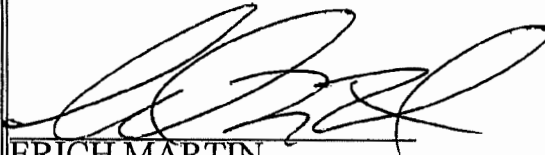
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1 11. Raina has the right to obtain information relating to Erich's date of first  
2 eligibility to retire, date of first eligibility to receive retirement benefits,  
3 date of retirement, final rank, grade, and pay, present or past retired pay,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

7 DATED this 9 day of Nov, 2016.

8  
9   
10 **DISTRICT COURT JUDGE**

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

12  
13 

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

16  
17 

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



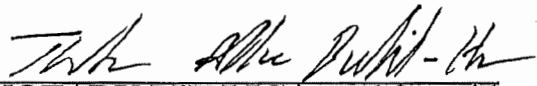
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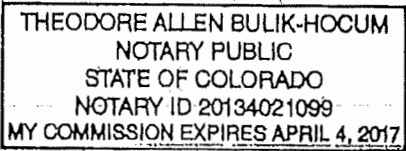
ACKNOWLEDGMENT

STATE OF NEVADA }  
COUNTY OF CLARK }

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

Witness my hand and official seal.

  
NOTARY PUBLIC in and for said  
County and State  
LARIMER & CO



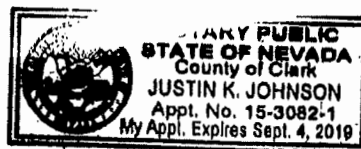
1 **ACKNOWLEDGMENT**

2 STATE OF NEVADA }  
3 COUNTY OF CLARK }

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

9 Witness my hand and official seal.

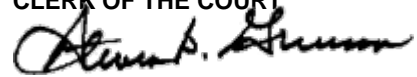
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12 **NOTARY PUBLIC** in and for said  
13 County and State



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EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

Name: Erich M. Martin )

3815 Little Dipper Dr., Ft. Collins, CO 80528 )

Case No. D-15-509045-D

Plaintiff(s)

vs

Name: Raina L. Martin )

2812 Josephine Dr., Las Vegas, NV 89044 )

**SATISFACTION OF JUDGMENT**

The Plaintiff hereby acknowledges that the Judgment entered on the 27<sup>th</sup> day of May, 2017, along with all costs in the above-entitled action, action, has been satisfied. Accordingly, I hereby authorize and direct the Clerk of the Court to enter this Satisfaction of Judgment.

Per NRS 53.045, "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: 17 APR 2018

*Date*



*Signature*

RA000722

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ORDER

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Electronically Filed  
2/15/2019 12:05 PM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

Erich Martin

Plaintiff )  
)  
)  
-vs- )  
)  
)  
Defendant )  
)  
)

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

Raina Martin

**FAMILY MEDIATION CENTER (FMC) REQUEST AND ORDER FOR MEDIATION – NRS 3.475**

Pursuant to Nevada Revised Statute 3.475 the district court shall establish a program of mandatory mediation in cases that involve the custody or visitation of a child. Once this request is submitted to FMC, a mediation appointment will be scheduled. FMC will send notice of the scheduled mediation appointment to both parties using the information provided below. Please print as clearly as possible.

**The party completing this request must make sure that a copy signed by the judge is sent to the other party by certified mail or return receipt requested mail and that a file-stamped copy is delivered to FMC. If the party completing this request does not appear for the initial mediation appointment, FMC will close its case.**

Printed Name of Party Completing this Request: Raina L. Martin

Non-financial issue(s) that need(s) to be mediated: (Check all that apply)

- ☐ Legal Custody ☐ Timeshare (physical custody) ☐ Vacation  
☐ Holidays & celebrations ☐ Transportation & exchanges

If either party needs an interpreter, language must be listed: \_\_\_\_\_

**PLAINTIFF INFORMATION:**

Name: Erich Martin  
Address: 1333 Sunset Ridge  
Blanco, TX 78606  
Email: erich.martin@us.army.mil  
Attorney's Name: \_\_\_\_\_

Cell Phone: 307-275-6343  
Home Phone: \_\_\_\_\_  
Best time for appt? AM ☐ PM ☐  
Best day for appt? (M-F) \_\_\_\_\_  
Atty's Number: \_\_\_\_\_

**DEFENDANT INFORMATION:**

Name: Raina Martin  
Address: 505 Emerald Youth Rd.  
Las Vegas, NV 89178  
Email: raina.martin@gmail.com  
Attorney's Name: \_\_\_\_\_

Cell Phone: 719-209-1800  
Home Phone: \_\_\_\_\_  
Best time for appt? AM ☐ PM ☒  
Best day for appt? (M-F) Thursday  
Atty's Number: \_\_\_\_\_

**CHILD(REN) INFORMATION [First & Last Name and Date of Birth (DOB)]:**

Name: Nathan Martin DOB: Aug. 24, 2010 Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Name: \_\_\_\_\_ DOB: \_\_\_\_\_

-----  
Court Use Only

Ordered and dated this 15 day of February, 2019.

*Rebecca B. Burt*  
District Judge

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*Steven D. Grierson*

NCOA

Name: Raina Martin  
Address: 2812 Josephine Drive  
City/St/Zip: Henderson, NV 89044  
Telephone: 719.209.1800  
Email Address: ra71820@hotmail.com

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Case No. D-15-509045-D

Dept No. C

**NOTICE OF CHANGE OF ADDRESS**

**PLEASE TAKE NOTICE** that (☒ check one) ☐ Plaintiff / ☒ Defendant, has new mailing information and that the Court records should be changed to reflect:

Name: Raina L. Martin  
Address: \_\_\_\_\_  
City/St/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: ra71820@hotmail.com

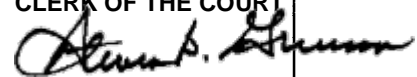
DATED this 3<sup>rd</sup> day of June, 2019.

Submitted by: (Signature) *Raina L. Martin*  
Printed Name: Raina L. Martin



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1 **MOT**

2 MATTHEW H. FRIEDMAN, ESQ.

3 Nevada Bar No.: 11571

mfriedman@fordfriedmanlaw.com

4 **FORD & FRIEDMAN**

2200 Paseo Verde Parkway, Suite 350

Henderson, Nevada 89052

5 T: (702) 476-2400

6 F: (702) 476-2333

*Attorneys for Defendant*

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

9 ERICH M. MARTIN,

10 Plaintiff,

11 vs.

12 RAINA L. MARTIN,

13 Defendant.

CASE NO.: D-15-509045-D

DEPT.: C

Date of Hearing: \_\_\_\_\_

Time of Hearing: \_\_\_\_\_

**ORAL ARGUMENT RQSTD: YES**

15 **DEFENDANT'S MOTION FOR APPOINTMENT OF A PARENTING**  
16 **COORDINATOR, ISSUANCE OF A BEHAVIOR ORDER, FOR OTHER**  
17 **CUSTODY ORDERS AND FOR DEFENDANT'S ATTORNEY'S FEES**  
**AND COSTS INCURRED HEREIN, AND FOR RELATED RELIEF**

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

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

1 office of Ford & Friedman and hereby moves this Honorable Court for the  
2 following relief:

- 3 1. For the Appointment of a Parenting Coordinator;
- 4 2. For issuance of a Mutual Behavior Order including admonitions to the  
5 parties to restrain their respective spouse/significant other from  
6 inappropriate, harassing communications;
- 7 3. For issuance of a judgment in favor of Defendant for Plaintiff's lack of  
8 payment for one-half (1/2) of the unreimbursed medical expenses for  
9 the medical care of the parties' minor child;
- 10 4. For an order confirming that Plaintiff is not entitled to unilaterally  
11 dictate he receive compensatory time when he fails to exercise his  
12 allotted visitation with the minor child;
- 13 5. For Defendant's attorney's fees and costs for having to bring this  
14 motion, as provided for pursuant to NRS 18.010 and/or NRS 125C.250;
- 15 6. For such other and further relief as the Court deems just and proper in  
16 the premises.  
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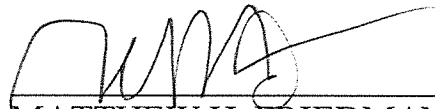
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1 This Motion is based upon the Attached Points and Authorities,  
2 Defendant's Appendix of Exhibits being filed herein, all pleadings and papers on  
3 file herein and the arguments to be adduced at the time of Hearing herein.

4 Dated this 26 day of August, 2019.

5  
6 **FORD & FRIEDMAN**

7 


8 MATTHEW H. FRIEDMAN, ESQ.  
9 Nevada Bar No. 11571  
10 2200 Paseo Verde Parkway, Suite 350  
11 Henderson, Nevada 89052  
12 *Attorneys for Defendant*  
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Please take notice that Defendant will bring the above and foregoing Motion on for Hearing before the above-entitled Court on the \_\_\_\_ day of \_\_\_\_\_, 2019 at the hour of \_\_\_\_\_.m. in Department C / Courtroom 8 of said Court.

If no date/time is indicated herein above, upon receipt of the issuance of the Notice of Hearing from the Clerk of Court, Defendant will provide such pleading to Plaintiff as a separate document, filed herein.

Dated this 16 day of August, 2019.

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



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II.

**STATEMENT OF RELEVANT FACTS<sup>1</sup>**

Plaintiff, ERICH M. MARTIN (hereinafter referred to as “Plaintiff”) and Defendant, RAINA L. MARTIN (hereinafter referred to as “Raina”) were divorced on November 5, 2015, after thirteen (13) years of marriage. The parties have a son, Nathan L. Martin, born August 24, 2010, who is nine (9) years old this month and who is the subject minor in the above-entitled matter. The latest custody Order is contained in the Decree of Divorce, by which the parties share joint legal custody with Raina having primary physical custody of Nathan. Plaintiff was granted graduated visitation which was to increase from ten (10) *days* in 2015 to eight (8) weeks in 2018. Additionally, the parties’ stipulated parenting plan provided Plaintiff with monthly contact along with holiday visitation. At the time of the parties’ Decree, Plaintiff was residing in Wyoming. Subsequently he moved to Fort Collins, Colorado.

Thereafter, Nathan was re-assigned a year-round school commencing in the 2016—2017 school year. As such, a slight modification of Plaintiff’s visitation was required, which is contained in the Order Under Submission, filed by this Honorable Court on November 1, 2016. Subsequently, Nathan resumed

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<sup>1</sup> See Affidavit of Raina Martin, attached hereto as **Exhibit “A,”** from which the factual averments are derived.

1 enrollment at a traditional, nine-month school within Clark County School  
2 District. The parties then agreed informally (without filing anything with the  
3 Court) to resume the visitation schedule contained in their Decree of Divorce and  
4 have been operating under the same schedule ever since.  
5

6 While the parties were seemingly able to work through the necessary  
7 modifications to the timeshare, unfortunately such cooperation was short-lived.  
8 Indeed, following the inclusion of Plaintiff's current wife, Julie, the parties co-  
9 parenting relationship became riddled with conflict to the point that now, the same  
10 is non-existent. As a result of the strained relationship, during the past several  
11 years quite a few disputed matters arose between the parties, which have yet to be  
12 resolved. In attempts at mediating such matters, Raina sought and received a  
13 "Family Mediation Center (FMC) Request and Order for Mediation—NRS  
14 3.475", which was filed on February 15, 2019. Telephonic mediation was  
15 scheduled and both parties participated. The parties' endeavored to discuss a  
16 number of the issues as raised herein, however, the mediator informed the parties  
17 that many of these disputes were outside the scope of mediation. Additionally, a  
18 review of the parties' "Our Family Wizard" portal reveals that these issues have  
19 been the subject of direct communication between the parties for years to no avail.  
20 As will be addressed more thoroughly herein, many of the matters at issue  
21 between the parties remain unresolved and as such exemplify the parties' need for  
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1 a Parenting Coordinator to be appointed herein, particularly so, given that many of  
2 the issues do not include significant modification to the parties' custodial  
3 agreements, but rather revolve around the other breakdown in their ability to  
4 communicate and co-parent.

6 In addition to the conflict between the parties themselves, for the past  
7 several years now, Defendant's current wife, Julie has taken to inserting herself  
8 into the parties' co-parenting relationship with the sole intent to inflame the  
9 conflict. Indeed, often times, when communicating with Raina, Julie takes to  
10 using vulgar language and name calling. The unhealthy relationships that have  
11 developed over the years fail to serve Nathan's best interests. Accordingly, Raina  
12 now seeks intervention from this Court.

## 16 II.

### 18 **A PARENTING COORDINATOR SHOULD BE APPOINTED**

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

#### 23 *Defining a parenting coordinator*

24  
25 The use of parenting coordinators in the family law arena has become a  
26 common practice across the country. See *Bower v. Bournay-Bower*,  
27 469 Mass. 690, 15 N.E.3d 745, 748–49 (2014) (referencing several  
28 jurisdictions that allow for the use of parenting coordinators by statute,  
court rule, or caselaw). In general, parenting coordinators are neutral

1 third-party intermediaries who facilitate resolution of conflicts related  
2 to custody and visitation between divorced or separated parents. *Id.* at  
3 748. Thus, parenting coordinators can be described as providing a  
hybrid of mediation and arbitration services. *Id.* at 748–49.

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

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

9 In *Harrison* the parties had agreed to the use of a parenting coordinator  
10 (which will be referred to herein after as the “PC” for brevity). In the more recent  
11 case of *Bautista v. Picone*, 134 Nev. 344, 419 P.3d 157 (2018), the use of a PC  
12 was ordered by the Court. Upon review, relying on *Harrison*, the Supreme Court,  
13 summarized several factors present in *Harrison* to be considered when a PC is  
14 appointed:  
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17  
18 “In *Harrison*, we approved of the appointment of a parenting coordinator,  
19 listing several factors: (1) the parents' custody dispute was highly  
20 contentious and multiple custody pleadings were filed in district court,  
21 (2) the parents consented to the appointment of a coordinator, (3) “the  
22 parenting coordinator’s authority was limited to resolving non-  
substantive issues” between the parents, and (4) the district court  
maintained the final decision-making authority.

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

24  
25 “The district court does not improperly delegate its decision-making  
26 authority by simply appointing a parenting coordinator. *Id.* at 572, 376  
27 P.3d at 178. However, the district court has the ultimate decision-making  
28 power regarding custody determinations, and that power cannot be  
delegated to a parenting coordinator under any circumstance.”

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

2  
3 Raina provides her review of the four factors present in *Bautista* as they  
4 relate to the case at hand: (1) the custody disputes between Plaintiff and Raina are  
5 highly contentious, which have resulted in a plethora of pleadings being filed in  
6 this Honorable Court during the past four (4) years, including post Decree custody  
7 Motions; (2) Here, Raina requests the appointment of a Parenting Coordinator, in  
8 furtherance of the goals of having a Parenting Coordinator - adjunct judicial  
9 involvement by which the Parenting Coordinator can provide recommendations  
10 concerning minor issues (without the delegation of judicial authority), which is a  
11 quicker and less costly way to attempt resolution of such disagreements; (3) Raina  
12 seeks the use of the Parenting Coordinator to resolve non-substantive issues (such  
13 not to include substantive changes to the parties' custody of their son); and (4) this  
14 Honorable Court will always have the final decision-making authority. As to the  
15 latter point, the expected Recommendations of the Parenting Coordinator will in  
16 fact crystallize the disputes between the parties should either party object to the  
17 recommendations, which then results in this Honorable Court being the arbiter  
18 thereof.  
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25 Indeed, while the parties have attempted to resolve the various matters, both  
26 by way of Family Mediation (the parties were advised that such matters were in  
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1 fact outside the scope of the mediation process provided by FMC), as well as  
2 amongst themselves, the following issues remain unresolved and ripe for review  
3 by a parenting coordinator.  
4

5 I. Defendant's wife's demeaning communications must cease:

6 For several years now, Defendant's current wife, Julie has contacted Raina  
7 to spew demeaning, harassing and vulgar rants aimed at both Raina and Nathan.  
8 Such a rant was initially sent to Raina through text messages. Raina then  
9 converted the text messages into an OFW entry which she shared with Plaintiff  
10 (which only includes Julie's rant) (See Exhibit "B"). Raina provides the actual  
11 text exchange between her and Julie (See Exhibit "C"). Julie commences her  
12 tirade with the following statement:  
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16 "You are absolutely the nastiest piece of trash I have ever encountered."  
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18 She continues on stating

19 "Your nastiness and dark heart ...makes you grotesque"  
20

21 "...you are trash..."  
22

23 "you are fake and manipulative"  
24

25 "You are a hoar [sic]"  
26

27 Perhaps of even greater concern, Julie opts to aims her tirade at Nathan, stating  
28

"NATHAN DRIVES EVERYONE CRAZY"

"He lies worse than you do"

1            “He is a mess socially”

2            “He calls kids at school ball sack...What a great kid with great parenting”

3 Plainly stated, neither Raina, nor Nathan should be subjected to Julie’s nastiness.  
4 Hence, Raina’s request that a mutual Behavior Order be issued herein constraining  
5 both parties, their spouses, family and friends from making disparaging,  
6 demeaning remarks about the other party.  
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9            II.     Plaintiff’s objections to Nathan’s eyeglasses:

10            A review of the parties’ OFW entries back in 2016 is rife with Plaintiff’s  
11 snide remarks concerning his dislike of Nathan’s eyeglasses—especially the  
12 transitions (self-darkening) lenses) (*See* Exhibit “D”). Additionally, Nathan  
13 volunteered to Raina, that when he is in Plaintiff’s care, he is subjected to teasing  
14 from his father, stepmother, and Plaintiff’s other child and stepchildren,  
15 concerning the eyeglasses. Although Raina has stressed to Plaintiff the need for  
16 Nathan to wear his glasses, Plaintiff ignores her requests. When Nathan obtained  
17 his first pair of glasses, chosen by the child, Plaintiff complained to Raina about  
18 having to pay his half of the un-reimbursed costs for the glasses, such amount  
19 being \$40.50.  
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25            Perhaps most concerning is Plaintiff’s unilateral decision to withhold  
26 Nathan’s eyeglasses from him upon the child’s arrival for this past summer  
27 vacation. Indeed, during a Facetime telephone call with Nathan, Raina noticed that  
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1 he was not wearing his glasses. Upon Raina asking “Why aren’t you wearing your  
2 glasses buddy?” Nathan subtly motioned with his hand in the direction of Plaintiff  
3 and his wife and mouthed to Raina that Plaintiff had taken them from him. Based  
4 upon Plaintiff’s written objection to the “transition lenses” as well as Nathan’s  
5 revelation that he is teased concerning the same, Raina can only conclude that  
6 Plaintiff’s pride and vanity will not allow for Nathan to wear his prescription  
7 glasses, which he desperately needs to see, simply because Plaintiff believes they  
8 are “hideous.”  
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12       Additionally, following his visit with Plaintiff this summer, Nathan offered  
13 to Raina that while in Colorado, Plaintiff and his wife took the child to see an  
14 optometrist. While Raina was mildly upset that she had not been informed of such  
15 a decision, she was delighted to learn that Plaintiff’s optometrist reaffirmed what  
16 Raina had been averring – that Nathan indeed, needs to wear glasses and his  
17 current prescription is appropriate. Unfortunately, Raina’s delight was short lived  
18 as Nathan quickly followed this information by advising that despite the  
19 optometrist’s conclusions and affirmations, Plaintiff and his wife continued to  
20 deprive Nathan of the ability to wear his glasses regularly. Such actions are in  
21 direct contrast of Nathan’s best interests.  
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1           III.   Plaintiff fails to provide dental insurance coverage for Nathan:

2           Raina has repeatedly requested that Plaintiff provide dental insurance  
3 coverage for Nathan and provide her with proof of the same. Indeed, the parties'  
4 Decree of Divorce requires Plaintiff to maintain such coverage (so long as it  
5 remains available through his employment.) See page 8, line 11 thereof. It wasn't  
6 until this year, that Raina learned that there is no current dental coverage for  
7 Nathan – the same having lapsed in 2017 without Plaintiff notifying Riana or  
8 replacing the policy. Plaintiff refuses to provide such coverage; instead stating  
9 that since Raina and Plaintiff's wife, Julie both work in a dental office, routine  
10 dental cleanings should be provided to Nathan at no cost to either party  
11 (essentially as a favor by their respective employers) (*See Exhibit "E"*).  
12 Plaintiff's view that dental insurance is not necessary violates the provisions  
13 contained in the Decree of Divorce.  
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19           Given Plaintiff's continued failure and outright refusal to provide Nathan  
20 with the dental insurance mandated by this Court's orders, Raina would propose  
21 that she be permitted to seek and obtain the same for the minor child. Upon  
22 obtaining a dental insurance policy, Raina will submit to Plaintiff a statement  
23 indicating the cost of the monthly premium, which Plaintiff shall timely tender  
24 each and every month.  
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1 While Raina believes that all of the issues she addresses above are in need  
2 of resolution, she believes that referring such matters to a Parenting Coordinator  
3 for appropriate review and recommendation to this Court is a more efficient use of  
4 judicial resources, as well as a less expensive method of seeking resolution of the  
5 parties' disputes. Although these parties do communicate through OFW, the  
6 highly contentious nature of their relationship and Plaintiff's (and his wife's  
7 inappropriate and inflammatory communication) have rendered them unable to  
8 resolve their disputes with one another. As such, the involvement of a Parenting  
9 Coordinator will allow the parties the space and opportunity to vet their  
10 respective positions, without incurring the immediate expense and unpredictability  
11 of litigation. As required by the Supreme Court rulings, either party remains able  
12 to bring Objections to the Parenting Coordinator's Recommendations before this  
13 Honorable Court for judicial determination.  
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19 IV. Plaintiff chose to not exercise some holiday/vacation time and then  
20 unilaterally took make-up visitation time:  
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22 During summer 2018, Plaintiff chose to forego exercise of his allowable  
23 summer visitation of eight (8) weeks, only exercising seven (7) weeks of summer  
24 visitation that year. During March, 2019, Plaintiff did not exercise the Spring  
25 Break visitation he was granted. Naturally, during these periods, Raina took care  
26 of Nathan. Yet, when it came time for the parties to confirm their summer 2019  
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1 visitation plans for Nathan with Plaintiff, Plaintiff insisted on having Nathan for  
2 an additional twelve (12) days this past summer, as “compensation” for the time  
3 he had voluntarily forfeited. When Raina objected to Plaintiff’s unilateral  
4 dictation of when such compensatory time should occur, he ignored her  
5 protestations. Moreover, Plaintiff provided Raina with no reasoning as to why he  
6 neglected to exercise his visitation as set forth within the parties’ Decree.  
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9       The parties’ Decree of Divorce contains the following Order:  
10 “MODIFICATIONS: Erich shall notify Raina at least fifteen (15) days prior to a  
11 visitation of any modifications, or inability to exercise the visitation.” See page 5,  
12 line 24. Such Order contains no mention of make-up visitation. Furthermore, and  
13 importantly, at the time that Plaintiff declined to exercise his full visitation, Raina  
14 offered to work together with Plaintiff in order to arrange alternative times  
15 wherein Plaintiff could “make up” the missed visitation days. Plaintiff ignored  
16 such overtures. Instead choosing to wait months before unilaterally dictating what  
17 time he was taking as compensation for his forfeited visitation.  
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22       V.   Nathan is denied privacy during his telephone calls/facetime when in  
23           Plaintiff’s care:  
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25       Raina provides Nathan privacy when the child calls or has facetime with  
26 Plaintiff. Conversely, Nathan confides in Raina that when the child is in his  
27 father’s care, the telephone calls and facetime between Nathan and Raina are  
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1 monitored by Plaintiff and/or his wife, Julie. Such issue is confirmed by the video  
2 of a telephone call Raina had with Nathan last Thanksgiving (*see* Exhibit “F”).  
3 The video was taken by Raina during her telephone call with Nathan, who is  
4 visible on the cell phone screen. Nevertheless, Plaintiff’s wife, Julie is heard  
5 incessantly during the call directing Nathan concerning what he should be saying.  
6  
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8 VI. Determination of the time zone for absent parent’s contact with child:

9 At page 5, line 19, the Decree of Divorce provides that the parents shall  
10 have telephonic contact with Nathan every day at 8:00 p.m. “pacific standard  
11 time” during their non-custodial time. Plaintiff currently resides in Fort Collins,  
12 Colorado, which sits within the Mountain Time zone, one (1) hour later than Las  
13 Vegas time (PST). Raina believes that calling Nathan at 9:00 p.m. Colorado time,  
14 when the child is in Plaintiff’s care is too late, and indeed, is often told by  
15 Defendant that Nathan is unavailable for the call as he is “in bed” or “sleeping.”  
16 Accordingly, Raina has requested that the provision in the Decree, concerning  
17 telephonic contact with the minor child be modified such that the time of  
18 communications be calculated pursuant to the local time zone wherein the child is  
19 residing at the time/date of the call (be it Fort Collins, Colorado during Plaintiff’s  
20 custodial time or Las Vegas, Nevada during Raina’s custodial time).  
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26 VII. Plaintiff refuses to pay his one-half (1/2) share of the unreimbursed  
27 medical costs related to Nathan:  
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1 Raina has diligently uploaded receipts for medical bills that she has paid to  
2 the OFW website. Except for the \$40.50 reimbursement she received from  
3 Plaintiff for Nathan's prescription glasses (discussed hereinabove), Plaintiff  
4 refuses to reimburse Raina for Nathan's other unreimbursed medical expenses.  
5 As of this date, Plaintiff owes Raina \$567.50 for his share of the outstanding  
6 unreimbursed medical expenses (*See* Defendant's Exhibit "G"). The parties'  
7 Decree of Divorce includes language concerning the 30/30 Rule by which the  
8 parents are to equally share in the cost of un-reimbursed medical expenses. To  
9 date, Plaintiff refuses to comply with that Order and Raina's timely requests for  
10 reimbursement.  
11

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15 VIII. Spring Break:

16 The parties' Decree of Divorce awarded Plaintiff every Spring Break  
17 vacation (*See* page 5, line 3, thereof). Such provision was confirmed in the  
18 "Order Under Submission" (*See* page 9, line 4 thereof). Under the present  
19 visitation schedule, Plaintiff has the minor child for a week at Christmas time and  
20 eight (8) weeks of the summer vacation. Raina has minimal time with Nathan  
21 during the child's vacations from school. Indeed, this summer, 2019, after  
22 Plaintiff unilaterally increased his summer vacation time, upon Nathan's return to  
23 Raina, the parties had to commence their planning for back to school, since  
24 Nathan will began classes on Monday, August 12, 2019. Raina requests that the  
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28

1 parties alternate the Spring Break vacation with Plaintiff having such time during  
2 even-numbered years and Raina having such time during odd-numbered years.

3  
4 **III.**

5 **IT IS IMPERATIVE THAT A BEHAVIOR ORDER BE ISSUED HEREIN.**

6 As discussed above and upon a review of the text message exchange  
7 between Julie and Raina, as well as a review of the video record, it is quite evident  
8 that Plaintiff's wife, Julie has distaste for Raina. Yet, such infusion of hatred by a  
9 non-parent is not beneficial to the proper rearing of a child, nor the fostering of a  
10 strong relationship for Nathan with both of his parents. Furthermore, Raina  
11 should not be subjected to such harassment and for sure she should not be  
12 subjected to such annoying and irritating behavior from Plaintiff's wife. For these  
13 reasons, Raina asks that this Honorable Court issue a Behavior Order to ensure  
14 conflict between the parties abates. Such a behavior order should contain the  
15 following provisions:  
16  
17  
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19

- 20 1. No abusive (foul language, name calling, etc.) contact (including telephone calls, letters,  
21 email, etc.) to the other party by each other or by the other's spouse or "significant other"  
(if any).
- 22 2. Avoid any unnecessary contact with the other party's spouse or "significant other" (if  
23 any) and do not initiate conflicts with them.
- 24 3. No unnecessary contact with other people associated to the other party for the purposes of  
25 discussing court proceedings or making negative/disparaging allegations against the other  
26 party.
- 27 4. Neither party, either directly or through an agent, shall threaten, physically injure, harass,  
28 or disparage the other party to this action. This prohibition shall apply to all methods of  
communication, including postings on websites or social media.
5. Each party shall remain at least 100 yards away from the other party's residence, unless  
otherwise agreed to in writing.

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

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

## V.

### **A JUDGEMENT SHOULD BE ENTERED AGAINST PLAINTIFF FOR ARREARS FOR UNREIMBURSED MEDICAL EXPENSES**

The Decree of Divorce requires the parties' to equally pay un-reimbursed medical expenses. See pages 8 – 10 of the Decree. Indeed, NRS 125B.080 requires that such expenses be shared equally:

#### **NRS 125B.080 Amount of payment: Determination.**

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

1 Raina has paid \$1,135.00 for necessary un-reimbursed medical expenses for  
2 Nathan. She us provided timely receipts evidencing such payments to Plaintiff as  
3 evidenced in her Exhibit "G". To date, Plaintiff has not reimbursed Raina for his  
4 one-half (1/2) share of such expenses, such being \$567.50, and instead has  
5 outright "refused" reimbursement for all but two (2) of the submitted expenses.  
6 Accordingly, under the authority of subsection 7 of NRS 125B.080 and the  
7 requirements of the Decree of Divorce, Raina asks that this Honorable Court issue  
8 Judgement of \$567.50 against Plaintiff to be paid forthwith to Raina. Moreover,  
9 Raina requests this Court admonish Plaintiff so that he can appropriately  
10 understand his obligations concerning the minor child's unreimbursed medical  
11 expenses.  
12  
13  
14  
15  
16

## 17 VI.

### 18 **PLAINTIFF SHOULD BE REQUIRED TO** 19 **OBTAIN DENTAL INSURANCE FOR NATHAN.**

20 The Decree of Divorce requires that Plaintiff "maintain medical, dental and  
21 optical insurance for Nathan, so long as it is available to him through his  
22 employer." See page 8, line 11 of the Decree. Earlier this year Raina learned that  
23 there is no such coverage in effect for Nathan. Indeed, not only did Raina learn  
24 that Nathan did not currently have dental insurance through Plaintiff, but she  
25 further learned Plaintiff had allowed such coverage to lapse in 2017. Upon  
26  
27  
28

1 information and belief, to date, Plaintiff had taken no steps to remedy this  
2 situation. Instead, Raina has been forced to repeatedly inquire of Plaintiff as to the  
3 status of such coverage. Plaintiff asserts that since both Raina and Plaintiff's wife  
4 currently work in the industry (Raina is a dental hygienist and Plaintiff's wife is a  
5 dental assistant), no such coverage is required. It is Plaintiff's position that  
6 Nathan's dental care should be gifted to Nathan by way of Raina and his wife's  
7 respective employers. In fact, based upon such fact and in complete disregard to  
8 the Decree of Divorce, Plaintiff has stated to Raina:  
9  
10  
11

12 "Nathan will continue to have medical and vision through the military and  
13 he will have dental covered for free through your work and Julie's work.  
14 Right now you work for a dentist your job is to clean teeth. Nathan goes to  
15 you for his dental needs. If something is not covered there it is covered  
16 here in Fort Collins at Julie's dental office. There is no need for Nathan to  
have dental insurance."

17 Please see Plaintiff's OFW entry of March 18, 2019, provided as Exhibit "E".

18 This again was Plaintiff's unilateral decision. There was no discussion with  
19 Raina concerning such matter; merely Plaintiff's individual conclusion that no  
20 dental coverage is necessary. Plaintiff should not be allowed to unilaterally  
21 determine whether something is necessary; especially since he was ordered in the  
22 Decree of Divorce to provide dental coverage.  
23  
24

25 Given Plaintiff's outright refusal to follow this Court's past orders and his  
26 complete disregard for Nathan's well-being and lack of candor to Raina, Raina  
27  
28

1 instead proposes that this Honorable Court enter an Order that Raina be permitted  
2 to seek and obtain the necessary dental insurance for Nathan, and upon her doing  
3 so, Plaintiff shall timely tender reimbursement of the monthly premium to Raina  
4 each and every month.  
5

## 6 VII.

### 7 **RAINA IS ENTITLED TO AN AWARD OF ATTORNEY'S FEES**

8  
9 Raina sought resolution of the issues addressed herein. She discussed such  
10 matters directly with Plaintiff, followed by submission of such to mediation. To  
11 date, Plaintiff has refused to engage with, much less comply, with Raina's  
12 requests - even when the authority of law supports of her positions, such as un-  
13 reimbursed medical expenses and the need for Plaintiff to provide dental  
14 insurance for Nathan. As a result of Plaintiff's intransigence, Raina now resorts to  
15 judicial intervention in this case. This Honorable Court has the authority to grant  
16 Raina her attorney's fees for having to bring this Motion under NRS Section  
17 18.010 and Section 125C.250.  
18  
19  
20  
21

### 22 **NRS 18.010 Award of attorney's fees.**

- 23 1. The compensation of an attorney and counselor for his or her services is  
24 governed by agreement, express or implied, which is not restrained by law.  
25 2. In addition to the cases where an allowance is authorized by specific statute, the  
26 court may make an allowance of attorney's fees to a prevailing party:  
27 (a) When the prevailing party has not recovered more than \$20,000; or  
28 (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



1 court shall liberally construe the provisions of this paragraph in favor of awarding  
2 attorney's fees in all appropriate situations. It is the intent of the Legislature that the  
3 court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to  
4 Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish  
5 for and deter frivolous or vexatious claims and defenses because such claims and  
6 defenses overburden limited judicial resources, hinder the timely resolution of  
7 meritorious claims and increase the costs of engaging in business and providing  
8 professional services to the public.

9 3. ....

10 This Honorable Court also has the authority to award Raina her attorney's  
11 fees and costs under Section 125C.250 of the Nevada Revised Statutes, which  
12 states as follows:

13 **NRS 125C.250 Attorney's fees and costs.**

14 Except as otherwise provided in NRS 125C.0689 [concerning actions involving  
15 deployed military persons], in an action to determine legal custody, physical custody or  
16 visitation with respect to a child, the court may order reasonable fees of counsel and  
17 experts and other costs of the proceeding to be paid in proportions and at times  
18 determined by the court.

19 While NRS Section 18.010 only concerns an award of attorney's fees, NRS  
20 Section 125C.250 provides for awards of both attorney's fees and costs.

21 Nevertheless, under all applicable authority, additional analysis is required  
22 prior to the Court awarding attorney's fees. In *Miller v. Wilfong*, 119 P.3d 727  
23 (2005) the Nevada Supreme Court held that it is within the trial court's discretion  
24 to determine the reasonable amount of attorney fees under a statute or rule and in  
25 exercising that discretion, the court must evaluate the factors set forth in *Brunzell*  
26 *v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

27 In *Brunzell*, the Nevada Supreme Court held as follows:  
28

"From a study of the authorities it would appear such factors may be classified under four general headings (1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived. Furthermore, good judgment would dictate that each of these factors be given consideration by the trier of fact and that no one element should predominate or be given undue weight." *Id.* 85 Nev. at 349, 455 P.2d at 33 (citations omitted).

For the application of the *Brunzell* factors to the instant matter, Raina's counsel provides his Affidavit as Defendant's Exhibit "F" for consideration by this Honorable Court.

## VIII.

## CONCLUSION


For the foregoing reasons, Defendant, Raina Martin, prays for an order commanding the following:

1. For the Appointment of a Parenting Coordinator;

- 1 2. For issuance of a Mutual Behavior Order including admonitions to  
2 the parties to restrain their respective spouse/significant other from  
3 inappropriate, harassing communications;  
4  
5 3. For issuance of a judgment in favor of Defendant for Plaintiff's lack  
6 of payment for one-half (1/2) of the unreimbursed medical expenses  
7 for the medical care of the parties' minor child;  
8  
9 4. For an order confirming that Plaintiff is not entitled to unilaterally  
10 dictate he receive compensatory time when he fails to exercise his  
11 allotted visitation with the minor child;  
12  
13 5. For Defendant's attorney's fees and costs for having to bring this  
14 motion, as provided for pursuant to NRS 18.010 and/or NRS  
15 125C.250;  
16  
17 6. For such other and further relief as the Court deems just and proper  
18 in the premises.  
19

20 Dated this 26 day of August, 2019.  
21

22 **FORD & FRIEDMAN**

23   
24 \_\_\_\_\_  
25 MATTHEW H. FRIEDMAN, ESQ.  
26 Nevada Bar No.: 11571  
27 2200 Paseo Verde Parkway, Suite 350  
28 Henderson, Nevada 89052  
*Attorney for Defendant*

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Erich Martin

Plaintiff/Petitioner

Raina 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.

<input checked="" type="checkbox"/>	<b>\$25</b>	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>		The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>		The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>		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 _____.
<input type="checkbox"/>		Other Excluded Motion (must specify) _____.

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

<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input checked="" type="checkbox"/>		The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>		The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-		
<input type="checkbox"/>	<b>\$129</b>	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-		
<input type="checkbox"/>	<b>\$57</b>	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:											
<input type="checkbox"/>	<b>\$0</b>	<input checked="" type="checkbox"/>	<b>\$25</b>	<input type="checkbox"/>	<b>\$57</b>	<input type="checkbox"/>	<b>\$82</b>	<input type="checkbox"/>	<b>\$129</b>	<input type="checkbox"/>	<b>\$154</b>

Party filing Motion/Opposition: Ford & Friedman on behalf of Defendant Date 8/26/2019

Signature of Party or Preparer 

RA000751

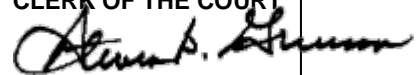
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*

Electronically Filed  
8/28/2019 7:46 AM  
Steven D. Grierson  
CLERK OF THE COURT



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

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

**NOTICE OF HEARING**

Please be advised that the Defendant's Motion for Appointment of a Parenting Coordinator, Issuance of a Behavior Order, For Other Custody Orders and for Defendant's Attorney's Fees and Costs Incurred Herein, And for Related Relief in the above-entitled matter is set for hearing as follows:

**Date:** October 02, 2019  
**Time:** 10:00 AM  
**Location:** Courtroom 08  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Desiree Darris  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

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

By: /s/ Desiree Darris  
Deputy Clerk of the Court

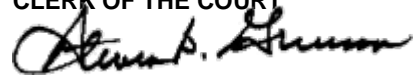
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FDF

Name: Matthew H. Friedman, Esq.  
Address: FORD & FRIEDMAN, 2200 Paseo  
Verde Parkway, Suite 350, Henderson 89052  
Phone: (702) 476-2400; Fax: (702) 476-2333  
Email: mfriedman@fordfriedmanlaw.com  
Attorney for Defendant  
Nevada State Bar No. 11571

Electronically Filed  
8/28/2019 5:41 PM  
Steven D. Grierson  
CLERK OF THE COURT



Eighth Judicial District Court  
Clark County, Nevada

<u>Erich Martin</u> <b>Plaintiff,</b>  <b>vs.</b> <u>Raina Martin</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-15-509045-D</u>  <b>Dept.</b> <u>C</u>
--	---

### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (*first, middle, last*) Raina Lynn Martin
2. How old are you? 38
3. What is your date of birth? 3/25/1981
4. What is your highest level of education? Bachelor (BS)

#### B. Employment Information:

1. Are you currently employed/ self-employed? (☒ *check one*)  
☐ No  
☒ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
7/9/2019	Welch Dentistry	Hygienist	Mon - Fri	7:30-5:00

2. Are you disabled? (☒ *check one*)

☒ No  
☐ Yes

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

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

Prior Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Date of Termination: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_



## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending June 8, 2019 my gross year to date pay is 49,685.

### B. Determine your Gross Monthly Income.

Hourly Wage

\$49.00	×	40.00	=	\$1,960.00	×	52	=	\$101,920.00	÷	12	=	\$8,493.33
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

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

### C. Other Sources of Income.

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

Total Average Gross Monthly Income (add totals from B and C above)	\$9,299.33
--	------------

## D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	1,384.66
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	513.00
6.	Medicare	124.34
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	531.64
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		2,553.64

## Business/Self-Employment Income & Expense Schedule

### A. Business Income:



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

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			0.00

### Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me 	Other Party 	For Both 
Alimony/Spousal Support				
Auto Insurance				
Car Loan/Lease Payment	650.00	✓		
Cell Phone	192.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	100.00	✓		
Credit Card Payments (minimum due)	400.00	✓		
Dry Cleaning Personal Care	200.00	✓		
Electric	140.00	✓		
Food (groceries & restaurants)	500.00	✓		
Fuel	200.00	✓		
Gas (for home)	50.00	✓		
Health Insurance (not deducted from pay)				
HOA	45.00	✓		
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	55.00	✓		
Lawn Care				
Membership Fees	35.00	✓		
Mortgage/Rent/Lease	1,800.00	✓		
Pest Control				
Pets	50.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer	20.00	✓		
Student Loans	110.00	✓		
Unreimbursed Medical Expense				
Water	40.00	✓		
Other: Additional Life Insurance	523.00	✓		
<b>Total Monthly Expenses</b>	<b>5,110.00</b>			

### Household Information

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

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

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

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone				
Child Care				
Clothing	100.00			
Education				
Entertainment	200.00			
Extracurricular & Sports	294.00			
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	100.00			
Transportation Costs for Visitation	150.00			
Unreimbursed Medical Expenses	75.00			
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>919.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Carol Olsen	62	Mother	\$ 0.00

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	-	\$	=	\$ 0.00	
2.		\$	-	\$	=	\$ 0.00	
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$ 0.00</b>	-	<b>\$ 0.00</b>	=	<b>\$ 0.00</b>	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 0.00</b>	

## CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) HAVE retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 7500 on my behalf.
3. I have a credit with my attorney in the amount of \$ 0.
4. I currently owe my attorney a total of \$ 901.00.
5. I owe my prior attorney a total of \$ \_\_\_\_\_.

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

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

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

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

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

JS  
Signature

8/26/19  
Date

## CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Ford & Friedman ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing documents for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "Financial Disclosure Form" on this 6th, day of June, 2019, to all interested parties as follows:

- ☐ By mail: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;
- ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;
- ☐ BY ELECTRONIC TRANSMISSION: Pursuant to EDCR 7.26, I caused to be transmitted a copy of the foregoing document this date via the Court's electronic filing system to the electronic mail address shown below;
- ☒ BY US MAIL: I placed a true copy thereof enclosed in a sealed envelope, addressed as follows:

Erich Martin  
3815 Little Dipper Dr  
Fort Collins, CO 80528  
*Attorney for Defendant*

---

An employee of Ford & Friedman

# Pay

6/10/19, 6:34 AM



May 3 2019

This Period

Year To Date

\$3,384.39

Net

Gross	\$4,459.00
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Year To Date Gross	\$36,724.50
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Hours	91
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Earnings	( Apr 14 - Apr 27 )
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Regular (91 Hours)	\$4,459.00
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Holiday	\$0.00
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## Deductions

Federal Income Tax	-\$733.49
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Social Security	-\$276.46
-----------------	-----------

Medicare	-\$64.66
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Direct Deposits

RA000761



# Pay

6/10/19, 6:34 AM



May 17 2019

**\$3,585.35**

Net

Gross	\$4,753.00
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Year To Date Gross	\$41,477.50
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Hours	97
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Earnings ( Apr 28 - May 11 )

Regular (97 Hours)	\$4,753.00
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Holiday	\$0.00
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## Deductions

Federal Income Tax	-\$804.05
--------------------	-----------

Social Security	-\$294.69
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Medicare	-\$68.91
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## Direct Deposits

Direct Deposit - xxxxxxxxxx - xxxx2989

RA000762

# Pay

6/10/19, 6:33 AM



May 31 2019

This Period

Year To Date

**\$3,015.99**

Net

Gross	\$3,920.00
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Year To Date Gross	\$45,397.50
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Hours	80
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## Earnings

( May 12 - May 25 )

Regular	\$3,920.00
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(80 Hours)

Holiday	\$0.00
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## Deductions

Federal Income Tax	-\$604.13
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Social Security	-\$243.04
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Medicare	-\$56.84
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Direct Deposits

RA000763