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Elizabeth A. Brown  
Clerk of Supreme Court

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

JEFFREY REED,	)	Supreme Court Case No: 82575
	)	District Court Case No.: 05D338668
Appellant,	)	
v.	)	
	)	
ALECIA DRAPER (IND./CONSERV.),)	)	
	)	
Respondent.	)	
	)	
	)	
	)	
	)	

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**APPELLANT'S APPENDIX  
VOLUME I OF XVII**

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**ROBERTS STOFFEL FAMILY LAW  
GROUP**

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*Shirley J. ...*  
CLERK

1 COMD  
2 Law Offices of Douglas C. Crawford  
3 DOUGLAS C. CRAWFORD, ESQ.  
4 Nevada Bar No. 000181  
5 602 South Tenth Street  
6 Las Vegas, Nevada 89101  
7 (702) 383-0090

8 Attorney for Plaintiff

9 DISTRICT COURT, FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ALECIA ANN REED, )

12 Plaintiff, )

13 vs. )

14 JEFFREY A. REED, )

15 Defendant. )

CASE NO:

DEPT NO:

DATE OF HEARING:

TIME OF HEARING:

D338668  
J

16 COMPLAINT FOR DIVORCE

17 COMES NOW Plaintiff, ALECIA ANN REED, by and through her attorney,  
18 DOUGLAS C. CRAWFORD, ESQ., and for her Complaint for Divorce against the  
19 Defendant, JEFFREY A. REED, complains and alleges as follows:  
20

21 I.

22 At all times relevant, Plaintiff was, and for at least six weeks prior to the  
23 commencement of this action, is a resident of Clark County, Nevada and has the  
24 intention of making the State of Nevada her permanent domicile for the foreseeable  
25 future.

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II.

At all times herein relevant, Defendant, JEFFREY A. REED was and is a resident of Clark County, Nevada

III.

Plaintiff and Defendant were married to each other September 14, 1996, in Laguna Beach, California.

IV.

There are three minor children born to the parties as a result of their relationship, namely, Emily Christine Reed, born: November 16, 1996; Anthony Jeffrey Reed, born: May 26, 1999; and, Adam Parker Reed, born: January 23, 2001. The parties have not adopted any minor children before or during their marriage and the Plaintiff is not now pregnant.

V.

The parties are fit and proper parents to have joint legal custody of their minor children, with Plaintiff having primary physical custody, subject to Defendant's right of supervised visitation. That Defendant complete parenting classes and anger management.

VI.

That Defendant pay child support of \$100.00 per child, per month, or, 29% of his gross monthly income, whichever is greater, pursuant to NRS125B.070. That Defendant provide health insurance for the minor children with the parties equally paying for any of the children's unpaid or un-reimbursed medical expenses.

VII.

That Plaintiff have an award of spousal support.



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VIII.

That Plaintiff have as her sole and separate property the business known as "Little Pastry Chefs".

That Plaintiff have exclusive possession of the marital residence located at: 2029 Riva Del Garda Place, Las Vegas, Nevada, 89134.

There is community property and there are community debts to be adjudicated by this court the full extent to which Plaintiff has yet to determine. Plaintiff reserves the right to amend this Complaint as community property or community debts are later discovered that are not now known by Plaintiff. The Court should make a fair and equitable distribution of the community assets and community obligations.

IX.

The parties are incompatible in marriage.

X.

That Plaintiff be awarded her costs and disbursements, including reasonable attorney's fees, incurred herein.

**WHEREFORE, Plaintiff prays for judgment as follows:**

1. That the bonds of matrimony now existing between the parties be dissolved and the parties be returned to the status of single unmarried persons.
2. That the parties have joint legal custody of their minor children, with Plaintiff having primary physical custody, subject to Defendant's right of supervised visitation. That Defendant complete parenting classes and anger management.
3. That Defendant pay child support of \$100.00 per child, per month, or, 29% of his gross monthly income, whichever is greater. That Defendant provide health insurance for the minor children and that the parties equally divide and pay any unpaid medical expenses of the minor children.
4. That Plaintiff have an award of spousal support.
5. That Plaintiff have as her sole and separate property the business known as "Little Pastry Chefs".

1           5.     That Plaintiff have as her sole and separate property the business known  
2 as "Little Pastry Chefs".  
3

4           6.     Plaintiff have exclusive possession of the marital residence located at:  
5 2029 Riva Del Garda Place, Las Vegas, Nevada, 89134.

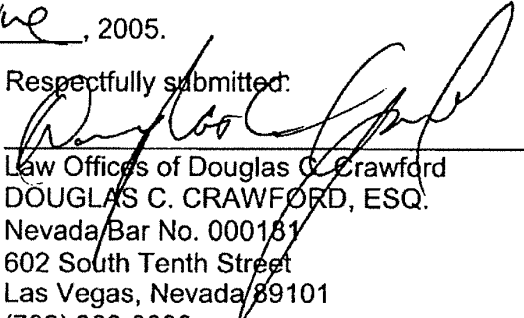
6           7.     That the court equitably divide the community assets and obligations of  
7 the parties.

8           8.     That Plaintiff be awarded her costs, disbursements and reasonable  
9 attorney's fees.

10          9.     For such other and further relief as the court may deem just and proper.

11          DATED this 14th day of June, 2005.

12                               Respectfully submitted:

13                                 
14                               Law Offices of Douglas C. Crawford  
15                               DOUGLAS C. CRAWFORD, ESQ.  
16                               Nevada Bar No. 000181  
17                               602 South Tenth Street  
18                               Las Vegas, Nevada 89101  
19                               (702) 383-0090  
20                               Attorney for Plaintiff  
21  
22  
23  
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SR

1 ANS  
2 JEFFREY A. REED  
3 2029 Riva Del Garda Place  
4 Las Vegas, NV 89134  
5 (702) 241-2486  
6 Defendant in proper person

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*Shirley B. Paragiana*  
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

8 ALECIA ANN REED, ) Case No. : D338668  
9 )  
10 Plaintiff, ) Dept. No. : J  
11 vs. )  
12 JEFFREY A. REED, )  
13 Defendant. )

ANSWER IN PROPER PERSON

16 Comes Now JEFFREY A. REED, Defendant in proper person and hereby files  
17 his answer to the Plaintiff's Complaint on file herein.

18 As to the allegations in paragraphs I, II, III, IV, VI and VIII, Defendant admits the  
19 allegations contained therein.

20 As to the allegations in paragraphs V, VII, IX and X, Defendant denies the  
21 allegations contained therein.

22 Wherefore, Defendant prays that Plaintiff take nothing by reason of her  
23 complaint on file herein and that judgment be entered for Defendant in this matter.

24 Dated this 27<sup>TH</sup> day of July, 2005.

CLARK COUNTY CLERK

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*Jeffrey A. Reed*  
JEFFREY A. REED  
2029 Riva Del Garda Place  
Las Vegas, NV 89134  
(702) 241-2486  
Defendant in proper person

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*clerk*

1 DECD  
2 Law Offices of Douglas C. Crawford  
3 DOUGLAS C. CRAWFORD, ESQ.  
4 Nevada Bar No. 000181  
5 602 South Tenth Street  
6 Las Vegas, Nevada 89101  
7 (702) 383-0090

8 Attorney for Plaintiff

9 DISTRICT COURT, FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ALECIA ANN REED, ) Case No. : D338668  
12 Plaintiff, ) Dept. No. : J  
13 vs. )  
14 JEFFREY A. REED, )  
15 Defendant. )

16 DECREE OF DIVORCE

17 A Complaint for Divorce having been filed by Plaintiff, ALECIA ANN REED,  
18 appearing by and through her attorney, DOUGLAS C. CRAWFORD, ESQ. and the  
19 Defendant, JEFFREY A. REED, appearing in proper person and having filed an  
20 Answer, the parties have settled all issues, and after reviewing the pleadings on file  
21 herein and otherwise being fully advised in the premises, the Court Finds it has  
22 complete jurisdiction, both as to the subject matter herein as well as the parties herein.  
23 Plaintiff ALECIA ANN REED is now, and has been, an actual and bona fide resident of  
24 the County of Clark, State of Nevada, and has been actually domiciled therein for more  
25 than six weeks immediately preceding the commencement of this action; the Parties  
26 were married in Laguna Beach, California on September 14, 1996; the Parties have  
27 freely and voluntarily agreed to custody and visitation of their minor children, as well as  
28 distribution of their community assets and debts.

1 This Court Also Finds that all of the allegations contained in Plaintiff's Complaint  
2 are true as therein alleged and that Plaintiff is entitled to a Decree of Divorce from the  
3 Defendant on the ground as set forth in Plaintiff's Complaint; and that Defendant has  
4 waived Findings of Fact, Conclusions of Law and written Notice of Entry of Judgment in  
5 said cause.

6 THE COURT ALSO FINDS:

7 That the parties have three (3) minor children, to wit:

8 EMILY CHRISTINE REED, born November 16, 1996;

9 ANTHONY JEFFREY REED, born May 26, 1999; and

10 ADAM PARKER REED, born January 23, 2001.

11 and that the Defendant is the natural father of said children. That Plaintiff is not now  
12 pregnant, nor are there any minor children adopted by the parties hereto.

13 That the parties have met, negotiated and stipulated to the relief to be entered in  
14 this action by direct negotiations with one another, and through their respective counsel,  
15 if applicable, and by way of their agreement have resolved all issues relating to their  
16 marriage, including providing for division and allocation of their respective separate  
17 property, their community property, and their debts and by the waiver by each party of  
18 any right to request or pursue support from the other, except as herein provided.

19 That the terms of this Decree of Divorce have been made and entered into freely  
20 and voluntarily by each of the parties herein, free from any duress, constraint, or  
21 influence of any kind or nature on the part of the other and acting absolutely upon the  
22 independent judgment of each, or as advised by independent counsel.

23 That the parties have each agreed that if any claim, action or proceeding is  
24 brought seeking to hold the other party liable on account of any debt, obligation, liability,  
25 act or omission assumed by the other party, such party will, at his or her sole expense,  
26 defend the other against any such claim or demand and that he or she will indemnify,  
27 defend and hold harmless the other party, as specifically provided for below.

28 ///

1 That the parties each have verified to the other that they have made a full  
2 investigation and disclosure to the other of the joint, common and community property  
3 and all debts known to them.

4 That the parties each have verified that they are aware of their respective rights  
5 to alimony or spousal support and to any share of any pensions or retirement benefits  
6 now or in the future, and they hereby waive said rights, except as specifically provided  
7 below. Nevertheless, they waive any right to assert any other claim of any kind,  
8 sounding in contract, tort, or other field of law, understanding that this waiver is  
9 permanent and that they may not petition the court for such relief in the future, this  
10 Decree of Divorce being intended as a final settlement of all such actual, potential, or  
11 latent claims, whether known or unknown. They each have agreed to seek no monetary  
12 award, or any other remedy or benefit that would be in conflict with or in addition to what  
13 they agreed upon in this instrument, and have agreed that a copy of the Decree of  
14 Divorce shall be offered into evidence in any further proceedings between the parties, or  
15 in any suit between the parties.

16 That the parties have agreed that the provisions in this Decree of Divorce are  
17 equitable, fair and reasonable and agreed to be bound by all its terms. The parties  
18 have further acknowledged that they have made an independent investigation into the  
19 existence and value of the assets and liabilities divided hereunder, and that upon their  
20 direction the LAW OFFICES OF DOUGLAS C. CRAWFORD have not conducted an  
21 investigation or analysis of said assets and liabilities. The parties have waived any and  
22 all claims against said attorneys or their law firms related to the value and/or existence  
23 of any asset or debt divided or distributed hereunder.

24 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
25 that the bonds of matrimony heretofore and now existing between Plaintiff and  
26 Defendant be, and the same are hereby wholly dissolved, and an absolute Decree of  
27 Divorce is hereby granted to the Plaintiff, and each of the parties hereto is hereby  
28 restored to the status of a single, unmarried person.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court  
2 acknowledges that there are three (3) minor children born the issue of the parties  
3 hereto, to wit:

4 EMILY CHRISTINE REED, born November 16, 1996;

5 ANTHONY JEFFREY REED, born May 26, 1999; and

6 ADAM PARKER REED, born January 23, 2001.

7 and that Nevada is the home state of the children and the United States of America is  
8 the habitual residence of the children.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there are no  
10 adopted children of the parties, nor is the Plaintiff now pregnant.

11 LEGAL CUSTODY PROVISIONS

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff and  
13 Defendant are awarded joint legal custody of the minor children, which entails the  
14 following:

15 The parents shall consult and cooperate with each other in substantial questions  
16 relating to religious upbringing, education programs, significant changes in social  
17 environment, and health care of the child.

18 The parents shall have access to medical and school records pertaining to their  
19 children and be permitted to independently consult with any and all professionals  
20 involved with the child.

21 All schools, health care providers, day care providers and counselors shall be  
22 selected by the parents jointly. In the event that the parents cannot agree to the  
23 selection of a school, the children shall be maintained in the present school  
24 pending mediation and/or further Order of the Court.

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



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

8 Each parent is to advise the other parent of school, athletic, and social events in  
9 which the children participate. Both parents may participate in activities for the  
10 child, such as open house, attendance at an athletic event, etc.

11 Each parent is to provide the other parent with the address and telephone  
12 number at which the minor children reside, and to notify the other parent within  
13 ten days prior to any change of address and provide the telephone number as  
14 soon as it is assigned.

15 Each parent is to provide the other parent with a travel itinerary and, whenever  
16 reasonably possible, telephone numbers at which the children can be reached  
17 whenever the children will be away from the parent's home for a period of 48  
18 hours or more.

19 Each parent shall be entitled to reasonable telephone communication with the  
20 child. Each parent is restrained from unreasonably interfering with the child's  
21 rights to privacy during such telephone conversations.

#### 22 PHYSICAL CUSTODY PROVISIONS

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is  
24 awarded primary physical custody of the minor children and the Defendant shall have  
25 the following visitation with the minor children:

26 Every Thursday from after school (or 3:00 p.m. if the children are not in school)  
27 through Saturday at 8:00 p.m.

28 The children shall reside with Plaintiff at all other times.

1       IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party  
2 shall be responsible for providing day care services for the minor children, if needed,  
3 during their visitation times with said minor children and such party shall pay the cost  
4 thereof.

5       IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that, in light of the  
6 parties' agreement and understanding, should the parties' work schedules change, they  
7 agree to communicate to attempt to formulate a new parenting agreement providing for  
8 an equal time-share with the child.

9       IT IS FURTHER ORDERED, ADJUDGED AND DECREED that holiday visitation  
10 shall supersede the normal visitation schedule and that holiday visitation shall be as  
11 follows:

12       **Halloween / Nevada Day:** Halloween shall be defined as being between 3:00  
13 p.m. and 9:00 p.m. on October 31<sup>st</sup> unless such date is not a school day and in such  
14 case Halloween shall be defined as commencing at 6:00 p.m. on October 30<sup>th</sup> and  
15 concluding at 9:00 p.m. on October 31<sup>st</sup>. The parties shall alternate Halloween with the  
16 Plaintiff having such visitation during odd numbered years and Defendant having such  
17 visitation during even numbered years.

18       **Thanksgiving:** Thanksgiving shall be defined as commencing at 3:00 p.m. on  
19 the Wednesday immediately preceding Thanksgiving Day and concluding at 6:00 p.m.  
20 on the Sunday immediately following Thanksgiving Day. The parties shall alternate  
21 Thanksgiving with the Plaintiff having such visitation during even numbered years and  
22 Defendant having such visitation during odd numbered years.

23       **Christmas/ Winter Break:** The parties shall alternate Winter Break with the  
24 Plaintiff having such visitation during odd numbered years and Defendant having such  
25 visitation during even numbered years, so that each parent may be able to travel out of  
26 town with the children every other year and if a parent has plans to travel out of town  
27 with the children during Winter Break, then Winter Break shall be defined as  
28 commencing at the end of school on the last day of school before the Winter Break.

1 according to the calendar of the Clark County School District and concluding at 6:00  
2 p.m. on the day immediately preceding the return to school after January 1st, according  
3 to the calendar of the Clark County School District.

4 Nevertheless, if the parent having such Winter Break in any given year will not be  
5 traveling out of town with the children, then such Winter Break shall be divided into two  
6 parts, and the Plaintiff shall exercise visitation during odd numbered years (and  
7 Defendant during even numbered years) from the end of school on the last day of  
8 school before the Winter Break, according to the calendar of the Clark County School  
9 District until 12:00 noon on Christmas day. During such years, Defendant shall exercise  
10 visitation during odd numbered years (and Plaintiff during even numbered years) from  
11 12:00 noon on Christmas day until 6:00 p.m. on the day immediately preceding the  
12 return to school after January 1st, according to the calendar of the Clark County School  
13 District.

14 **Easter/ Spring Break:** Spring Break shall be defined as commencing at 3:00  
15 p.m. on the last day of school before the Winter Break, according to the calendar of the  
16 Clark County School District and concluding at 6:00 p.m. on the day immediately  
17 preceding the return to school after Spring Break, according to the calendar of the Clark  
18 County School District. The parties shall alternate Spring Break with the Plaintiff having  
19 such visitation during even numbered years and Defendant having such visitation during  
20 odd numbered years.

21 Plaintiff shall exercise visitation during Spring Break, during odd numbered years  
22 and Defendant shall exercise visitation during Spring Break during even numbered  
23 years.

24 **Mother's Day Weekend:** Plaintiff shall exercise visitation every year from the  
25 end of school on Friday until 8:00 p.m. on Sunday.

26 **Father's Day Weekend:** Defendant shall exercise visitation every year and his  
27 normal weekend visitation shall be extended until 8:00 p.m. on Sunday.

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1 July 4<sup>th</sup>: Defendant shall exercise visitation during odd numbered years; Plaintiff  
2 shall exercise visitation during even numbered years. Visitation shall occur from 9:00  
3 a.m. through 9:00 p.m. on July 4<sup>th</sup>.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall  
5 be entitled to exercise two weeks of uninterrupted vacation with the minor children. The  
6 party requesting the visitation must provide the other party at least thirty (30) days  
7 advance written notice.

8 ADDITIONAL TIME

9 Any additional time with the children shall be by mutual agreement of both  
10 parents.

11 TRANSPORTATION

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the responsibility  
13 for providing transportation shall be assumed by both parties and shared equally.

14 SPECIAL PROVISIONS

15 The parents agree to communicate directly regarding the needs and well-being  
16 of their children and agree not to use the children as communicators regarding parental  
17 issues.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms and  
19 conditions of the parties' parenting plan may be modified, in writing, as the needs of the  
20 minor children and/or the circumstances of the parents change. However, the parents  
21 understand that the concurred changes do not modify this Court Order. The parents are  
22 encouraged to utilize mediation to resolve parenting issues prior to seeking Court  
23 intervention.

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1 obligation shall commence in August, 2008 and such amount shall be due and payable  
2 on the 1st day of each month, commencing August 1, 2008 and continuing monthly  
3 thereafter, until modified by order of the court.

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the child  
5 support obligation herein, shall continue until the youngest minor child reaches the age  
6 of majority (currently 18 years of age), or 19 years of age, if the child is still enrolled in  
7 high school, whichever is later, unless the child is otherwise emancipated accordingly to  
8 law.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the parties may  
10 request a review of the child support obligation every three (3) years.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the party  
12 responsible for paying child support is hereby put on notice that he/she is subject to the  
13 provisions of N.R.S. 31A.010 through 31A.240 and Sections 2 and 3 of Assembly Bill  
14 No. 395, which deal with the recovery of payments for the support of children by the  
15 welfare division of the Department of Human Resources or the District Attorney, and  
16 that his/her employer can be ordered to withhold his/her wages or commissions for  
17 delinquent payments of child support, and that the County Clerk may collect and  
18 disburse those withholdings.

19 **HEALTH INSURANCE**

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Defendant shall  
21 maintain health care insurance, including medical, dental and surgical for the minor  
22 children and the cost of such insurance coverage for the minor children shall be the  
23 responsibility of Defendant.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Plaintiff and  
25 Defendant shall divide equally all unreimbursed health care expenses for the subject  
26 minor child in accordance with the following procedure:

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The party that incurs an out of pocket and/or un-reimbursed (not covered by the policy) medical, dental and optical expense for the minor child, shall submit proof of payment or payment due to the other party within thirty (30) days of receipt and the other party shall have thirty (30) days to reimburse the party that acquired said expense.

#### CLAIMING THE MINOR CHILDREN FOR INCOME TAXES

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for tax year 2004, the parties shall file a joint federal income tax return and equally divide the amount of any refund and the parties shall be equally responsible for any tax liability that may be due for tax year 2004.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that commencing for tax year 2005, the parties shall file separate tax returns and Plaintiff shall be entitled to claim the minor children for all purposes of her Federal income Taxes (including, but not limited to exemptions, credits or other allowances) for tax year 2005 and each year thereafter.

#### WAIVER OF ALIMONY

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that based upon the waiver of the parties, that there shall be no award of alimony to either party.

#### DISTRIBUTION OF COMMUNITY ASSETS AND DEBTS

#### 1. MARITAL RESIDENCE & PROPERTY EQUALIZING PAYMENT:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall be awarded all right, title and interest in the real property located at 2029 Riva Del Garda Place, Las Vegas, NV 89134 as her sole and separate property with all rights of quiet enjoyment therein and she shall hold the Defendant harmless from any obligations associated therewith.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Plaintiff shall  
 2 pay to Defendant the amount of \$69,100 as and for his interest in said residence and as  
 3 an equalizing payment for the property distribution stated hereinbelow. Plaintiff shall  
 4 pay \$69,100 according to the following schedule:  
 5 \$47,500.00 lump sum payment upon the filing of this Decree of Divorce; and  
 6 \$21,600.00 to be paid in monthly installments of \$360.00 per month for thirty-six  
 7 (36) months, commencing August, 2005.  
 8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said monthly  
 9 payments shall be offset by Defendant's monthly child support obligation for thirty-six  
 10 (36) months and therefore, during said period of time, neither party shall pay the other  
 11 since such amounts would create a "wash" between the parties. Therefore, said debt  
 12 shall be paid in full in July, 2008.  
 13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defendant shall  
 14 be able to occupy the Riva Del Garda Place residence up to November 30, 2005.  
 15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Plaintiff shall be  
 16 be responsible for payment of the monthly mortgage, insurance, property taxes and all  
 17 utilities (i.e. electricity, natural gas, water, refuse/recycling, cable, internet), associated  
 18 with said property and that if Defendant intends to "shut-off" any utilities prior to or after  
 19 vacating said residence, that he shall notify Plaintiff of such intention prior to the "shut-  
 20 off" of said utility thereby allowing Plaintiff the opportunity of establishing such utility  
 21 service in her own name.  
 22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that while Defendant  
 23 shall have the limited right to occupy said property until November 30, 2005, nothing  
 24 hereinabove shall be construed to establish any type of tenancy relationship between  
 25 the parties herein, and should Defendant not vacate said property by 11:59 p.m. on  
 26 November 30, 2005, then Plaintiff shall have the right to "lock out" Defendant, without  
 27 any further order of court, and that the Constable shall act in accordance herewith.  
 28 / / /



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that upon the  
 2 Defendant's vacation from the Riva Del Garda Place residence that he shall be entitled  
 3 to only take the personal property as listed in item 3, hereinbelow, and that all other  
 4 property (including, but not limited to all appliances, lighting fixtures, etc.) shall remain  
 5 with said property and shall be awarded to Plaintiff as her sole and separate property.  
 6 **2. COMMUNITY PROPERTY TO BE DISTRIBUTED TO PLAINTIFF:**  
 7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is  
 8 awarded the following items of community property as her sole and separate property:  
 9 1. The marital residence located at 2029 Riva Del Garda Place, Las Vegas,  
 10 NV 89134, under the terms stated in item 1 hereinabove;  
 11 2. All assets, bank accounts, investments, equipment, accounts receivables,  
 12 goodwill, and all other items of value, of the business known as Little  
 13 Pastry Chefs, Inc.;  
 14 3. The 2002 Chevrolet Venture, subject to any encumbrances thereon;  
 15 4. All furnishings and property, currently in her possession, except for those  
 16 items specifically awarded to Defendant in item 3 hereinbelow;  
 17 5. All retirement accounts, pension plans, etc. in her name or being held for  
 18 her benefit;  
 19 6. All bank accounts, investments, and/or property in her name; and  
 20 7. All of her clothing, jewelry and personal items.  
 21 **3. COMMUNITY PROPERTY TO BE DISTRIBUTED TO DEFENDANT:**  
 22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant is  
 23 awarded the following items of community property as his sole and separate property:  
 24 1. The 2001 Nissan Xterra automobile, subject to any encumbrance thereon;  
 25 2. All of his clothing and personal items;  
 26 3. All retirement accounts, pension plans, etc. in his name, including, but not  
 27 limited to 100% of all retirement benefits that he may have through  
 28 employment with the Vons Companies.

- 1 All bank accounts, investments, and/or property in his name; and
- 2 The following items currently located in the Riva Del Garda Place
- 3 residence;
- 4 a. The green leather couch;
- 5 b. The green leather chair; and
- 6 c. Miscellaneous household items in the garage.
- 7 **4. COMMUNITY DEBTS TO BE AWARDED TO PLAINTIFF:**
- 8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff shall**
- 9 **be responsible for paying the following debts, and shall hold the Defendant harmless**
- 10 **therefrom:**
- 11 1. The new encumbrance on the residence located at 2029 Riva Del Garda
- 12 Place, financed through First Horizon Home Loan Corporation, with an
- 13 approximate current balance of \$ 322,000.00;
- 14 2. Any remaining amounts owed to Homecoming Mortgage as a result of the
- 15 refinancing of 2029 Riva Del Garda Place residence;
- 16 3. The encumbrance owed to GMAC on the 2002 Chevrolet Venture automobile;
- 17 4. The debt owed to American Express account number 3723-557xxx-xx00, in
- 18 Plaintiff's name, with an approximate outstanding balance of \$850.00;
- 19 5. The debts owed to various medical providers, in the approximate amount of
- 20 \$3,000.00;
- 21 6. Any and all credit cards and other debts in her own name; and
- 22 7. Any encumbrance on any property awarded to Plaintiff hereinabove.
- 23 **///**
- 24 **///**
- 25 **///**
- 26 **///**
- 27 **///**
- 28 **///**

5. COMMUNITY DEBTS TO BE AWARDED TO DEFENDANT.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant

shall be responsible for paying the following debts, and shall hold the Plaintiff harmless

therefrom:

1. The encumbrance, if any, on the 2001 Nissan Xterra automobile;
2. The debt owed to Wells Fargo Financial Account number 538xxx30, in Defendant's name, with an approximate outstanding balance of \$700.00;
3. Any and all credit cards and debts in his own name; and
4. Any encumbrance on any property awarded to Defendant hereinabove.

COOPERATION AND EXECUTION OF DOCUMENTS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall

cooperate and execute any and all documentation to effectuate the division of assets

and debts as stated hereinabove and that the parties will use good faith in executing all

such documents.

IT IS FURTHER ORDERED ADJUDGED AND DECREED, that any and all

transfers of property, execution of documents evidencing any ownership of the parties

and/or of the community interest therein which have occurred within the last 6 months

prior to the filing of the decree are hereby ratified by this Decree of Divorce to have

occurred incident to this divorce.

IT IS FURTHER ORDERED ADJUDGED AND DECREED, that the parties

believe and agree that the transfers of property between them required by this Decree

of Divorce are tax free transfers of property between them incident to the Divorce and

are therefore tax-free transfers of property made pursuant to Section 1041 of the

Internal Revenue Code and are not taxable sales or exchanges of property or payments

for alimony, except where this agreement specifically denotes payments as such. Each

party covenants and agrees not to take any position inconsistent with this belief and

agreement, including, without limitation, any position with respect to the basis of any

asset on his or her tax returns after the date of this Agreement.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that should either  
2 party fail to cooperate in transferring title to property as ordered by this Decree of  
3 Divorce, then said aggrieved party may seek the services of the Clerk of Court, in  
4 accordance with Nevada Revised Statutes and/or Nevada Rules of Civil Procedure  
5 including, but not limited to Rule 70 thereof, to sign all necessary documents to  
6 accomplish said transfers of title, without further order of this court and as to any real or  
7 personal property within the State of Nevada, this Decree of Divorce shall be  
8 considered a judgment vesting title therein as stated hereinbelow and divesting the  
9 other spouse of said title and this judgment shall have the effect of a conveyance  
10 executed in due form of law.  
11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that where  
12 this judgment is for delivery of possession, the party in whose favor said delivery is  
13 entered is entitled to a writ of execution or assistance upon application to the clerk of  
14 court.  
15 IT IS FURTHER ORDERED ADJUDGED AND DECREED, that based upon the  
16 agreement of the parties, that the division of property as stated hereinabove is fair and  
17 equitable.  
18 RELEVANT STATUTORY PROVISIONS  
19 IT IS FURTHER ORDERED that pursuant to NRS 125B.055(3), the parties are  
20 hereby notified that within ten (10) days after a Court of this State issues an Order for  
21 the support of a child, each party to the cause of action shall file with the Court that  
22 issued the Order and the welfare division the following:  
23 (a) His or her social security number;  
24 (b) His or her residential and mailing addresses;  
25 (c) His or her telephone number;  
26 (d) His or her driver's license number; and  
27 (e) The name, address, and telephone number of his or her employer.  
28

1 IT IS FURTHER ORDERED that the parties shall submit the information required  
2 in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to the Court and  
3 the Welfare Division of the Department of Human Resources within ten days from the  
4 date the Decree of Divorce is filed. Such information shall be maintained by the Clerk in  
5 a confidential manner and not part of the public record. The parties shall update the  
6 information filed with the Court and the Welfare Division of the Department of Human  
7 Resources within ten days should any of that information become inaccurate.  
8 THE PARTIES ARE FURTHER NOTIFIED that each party shall update the  
9 information filed with the Court (Eighth Judicial District Court, Family Division,  
10 located at 601 North Pecos, Las Vegas, Nevada, 89101); and (2) the Welfare  
11 Division (located at 3120 East Desert Inn Road, Las Vegas, Nevada, 89121) within  
12 ten (10) days after the information becomes inaccurate.  
13 IT IS FURTHER ORDERED that pursuant to NRS §125B.145, the parties are  
14 hereby notified that children support shall be reviewed at any time upon a showing of  
15 changed circumstances, or every three (3) years, pursuant to the Nevada Revised  
16 Statutes, whichever occurs first.  
17 IT IS FURTHER ORDERED that the parties are hereby put on notice that  
18 pursuant to NRS 125.450, a parent responsible for paying child support is subject to  
19 NRS 31A.020 to 32A.240, inclusive, and Section 2 and 3 of Chapter 31A of the Nevada  
20 Revised Statutes, regarding the withholding of wages and commissions for the  
21 delinquent payment of support. These statutes and provisions require that, if a parent  
22 responsible for paying child support is delinquent in paying the support of a child that  
23 such person has been ordered to pay, then that person's wages or commissions shall  
24 be immediately subject to wage assignment, pursuant to the provisions of the cited  
25 statutes.

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IT IS FURTHER ORDERED that pursuant to NRS 125.510 (6):

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

IT IS FURTHER ORDERED that pursuant to NRS 125.510(6) and (7), the parties

are hereby notified that the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International law are applicable to the parties as follows:

Section 8: If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

(a) The parties may agree, and the Court shall include in the Order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in Subsection 7.

(b) Upon motion of the parties, the Court may order the parent to post a bond if the Court determines that the parent poses an imminent risk of wrongful removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the Court and may be used only to pay for the cost of locating the child and returning him to his habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

IT IS FURTHER ORDERED that pursuant to NRS 125C.200:

If custody has been established and the custodial parent intends to move his residence to a place outside of this state and to take the child with him, as soon as possible and before the planned move, attempt to obtain the written consent of the noncustodial parent to move the child from this state. If the noncustodial parent refuses to give that consent, the custodial parent shall, before he leaves this state with the child, petition the court for

1 permission to move the child. The failure of a parent to comply with the  
 2 provisions of this section may be considered as a factor if a change of  
 3 custody is requested by the noncustodial parent.

4 IT IS FURTHER ORDERED that under the terms of the Parental Kidnapping  
 5 Prevention Act, 28 U.S.C. §1738A, and the Uniform Child Custody Jurisdiction Act, NRS  
 6 125A.010 et seq., the Courts of Nevada have exclusive modification jurisdiction of the  
 7 custody, visitation and child support terms relating to the child at issue in the case so  
 8 long as either of the parties, or the child, continues to reside in this jurisdiction.

#### 9 INDEMNIFICATION

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that each party shall  
 11 so conduct their affairs so as to not contract, charge or answer for a debt, for which the  
 12 other's property or estate shall be or may become liable or answerable, and further in  
 13 accordance with the distribution of debts as stated hereinabove, each party shall hold  
 14 the other harmless from said debt and shall indemnify the other therefrom.

#### 15 ENFORCEMENT OF THIS DECREE OF DIVORCE

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that should either  
 17 party, not be in compliance with this Decree of Divorce and should the aggrieved party  
 18 bring the appropriate action before any court to enforce said Decree, then the non-  
 19 compliant party shall be responsible to the aggrieved party for all attorneys' fees, costs  
 20 and interest thereon, from the date of notice of non-compliance.

#### 21 CONTEMPT OF COURT

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that should either  
 23 party, not be in compliance with this Decree of Divorce, such action shall be considered  
 24 a contempt of court, and the noncompliant party shall be subject to any sanction, or  
 25 order imposed by the court, including but not limited to imprisonment and/or fine.

ATTORNEY'S FEES AND COSTS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall

bear their own attorneys fees and costs in this matter through the filing of this Decree of

Divorce.

DATED and DONE this 14th day of August, 2005.

LISA M. BROWN  
DISTRICT COURT JUDGE

Agreed to this 12<sup>th</sup> Day of July  
2005 for the purposes and reasons as  
stated hereinabove. Furthermore, I  
hereby declare that I have  
freely and voluntarily entered  
into the foregoing agreement

JEFFREY REED

2529 Riva Vista, Carson, NV 89010  
Las Vegas NV, 89134

Defendant, in proper person

Agreed to this 12<sup>th</sup> Day of July  
2005 for the purposes and reasons as  
stated hereinabove. Furthermore, I  
hereby declare that I have  
freely and voluntarily entered  
into the foregoing agreement

ALECIA ANN REED

STATE OF NEVADA

COUNTY OF CLARK

On this 12th day of

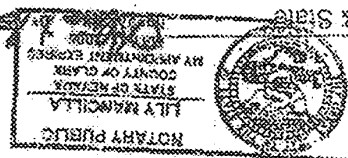
2005, before me, a

notary public, personally appeared ALECIA ANN REED, personally known or proven to

me to be the person whose name is subscribed to the above Decree of Divorce who

acknowledged that she executed this instrument freely and voluntarily and for the

purposes stated therein.



NOTARY PUBLIC in and for said County & State

MAY 11 2010

CERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE DOCUMENT ON FILE



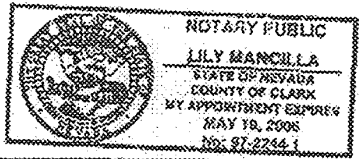
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STATE OF NEVADA

COUNTY OF CLARK

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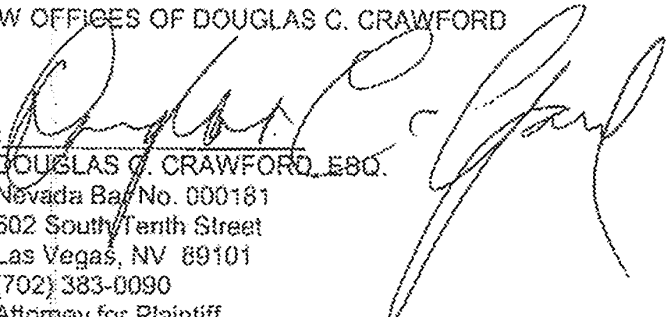
On this 57<sup>th</sup> day of July, 2005, before me, a  
notary public, personally appeared JEFFREY REED, personally known or proven to me  
to be the person whose name is subscribed to the above Decree of Divorce who  
acknowledged that she executed this instrument freely and voluntarily and for the  
purposes stated therein.



NOTARY PUBLIC in and for Said County & State

Respectfully Submitted by:

LAW OFFICES OF DOUGLAS C. CRAWFORD

By:   
DOUGLAS C. CRAWFORD, ESQ.  
Nevada Bar No. 000181  
602 South Tenth Street  
Las Vegas, NV 89101  
(702) 383-0090  
Attorney for Plaintiff  
ALECIA ANN REED

ORIGINAL

13

1 NEOJ  
2 DOUGLAS C. CRAWFORD, ESQ.  
3 Nevada Bar No. 000181  
4 602 South Tenth Street  
5 Las Vegas, Nevada 89101  
6 (702) 383-0090

FILED

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*Shirley R. ...*  
CLERK

Attorney for Plaintiff

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ALECIA ANN REED,

Plaintiff,

vs.

JEFFREY A. REED,

Defendant.

CASE NO: D338668  
DEPT NO: J

NOTICE OF ENTRY OF DECREE OF DIVORCE

YOU WILL PLEASE TAKE NOTICE that on the 5<sup>th</sup> day of August, 2005, a Decree of Divorce was entered in the above-entitled action, a copy of which is attached hereto.

DATED this 11th day of August, 2005.

*DOUGLAS C. CRAWFORD*  
DOUGLAS C. CRAWFORD, ESQ.  
Nevada Bar No. 000181  
602 South Tenth Street  
Las Vegas, Nevada 89101  
Attorney for Plaintiff


COUNTY CLERK

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Jeffrey Reed  
2029 Riva Del Garda Place  
Las Vegas, NV 89134

  
An employee of  
DOUGLAS C. CRAWFORD, ESQ.

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*Shirley J. Longoria*  
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6 Las Vegas, Nevada 89101  
7 (702) 383-0090

8 Attorney for Plaintiff

9 DISTRICT COURT, FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ALECIA ANN REED,	)	Case No.	:	D338668
12 Plaintiff,	)	Dept. No.	:	J
13 vs.	)			
14 JEFFREY A. REED,	)			
15 Defendant.	)			

16 DECREE OF DIVORCE

17 A Complaint for Divorce having been filed by Plaintiff, ALECIA ANN REED,  
18 appearing by and through her attorney, DOUGLAS C. CRAWFORD, ESQ. and the  
19 Defendant, JEFFREY A. REED, appearing in proper person and having filed an  
20 Answer, the parties have settled all issues, and after reviewing the pleadings on file  
21 herein and otherwise being fully advised in the premises, the Court Finds it has  
22 complete jurisdiction, both as to the subject matter herein as well as the parties herein;  
23 Plaintiff ALECIA ANN REED is now, and has been, an actual and bona fide resident of  
24 the County of Clark, State of Nevada, and has been actually domiciled therein for more  
25 than six weeks immediately preceding the commencement of this action; the Parties  
26 were married in Laguna Beach, California on September 14, 1996; the Parties have  
27 freely and voluntarily agreed to custody and visitation of their minor children, as well as  
28 distribution of their community assets and debts.

1 This Court Also Finds that all of the allegations contained in Plaintiff's Complaint  
2 are true as therein alleged and that Plaintiff is entitled to a Decree of Divorce from the  
3 Defendant on the ground as set forth in Plaintiff's Complaint; and that Defendant has  
4 waived Findings of Fact, Conclusions of Law and written Notice of Entry of Judgment in  
5 said cause.

6 THE COURT ALSO FINDS:

7 That the parties have three (3) minor children, to wit:

8 EMILY CHRISTINE REED, born November 16, 1996;

9 ANTHONY JEFFREY REED, born May 26, 1999; and

10 ADAM PARKER REED, born January 23, 2001.

11 and that the Defendant is the natural father of said children. That Plaintiff is not now  
12 pregnant, nor are there any minor children adopted by the parties hereto.

13 That the parties have met, negotiated and stipulated to the relief to be entered in  
14 this action by direct negotiations with one another, and through their respective counsel,  
15 if applicable, and by way of their agreement have resolved all issues relating to their  
16 marriage, including providing for division and allocation of their respective separate  
17 property, their community property, and their debts and by the waiver by each party of  
18 any right to request or pursue support from the other, except as herein provided.

19 That the terms of this Decree of Divorce have been made and entered into freely  
20 and voluntarily by each of the parties herein, free from any duress, constraint, or  
21 influence of any kind or nature on the part of the other and acting absolutely upon the  
22 independent judgment of each, or as advised by independent counsel.

23 That the parties have each agreed that if any claim, action or proceeding is  
24 brought seeking to hold the other party liable on account of any debt, obligation, liability,  
25 act or omission assumed by the other party, such party will, at his or her sole expense,  
26 defend the other against any such claim or demand and that he or she will indemnify,  
27 defend and hold harmless the other party, as specifically provided for below.

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1        That the parties each have verified to the other that they have made a full  
2 investigation and disclosure to the other of the joint, common and community property  
3 and all debts known to them.

4        That the parties each have verified that they are aware of their respective rights  
5 to alimony or spousal support and to any share of any pensions or retirement benefits  
6 now or in the future, and they hereby waive said rights, except as specifically provided  
7 below. Nevertheless, they waive any right to assert any other claim of any kind,  
8 sounding in contract, tort, or other field of law, understanding that this waiver is  
9 permanent and that they may not petition the court for such relief in the future, this  
10 Decree of Divorce being intended as a final settlement of all such actual, potential, or  
11 latent claims, whether known or unknown. They each have agreed to seek no monetary  
12 award, or any other remedy or benefit that would be in conflict with or in addition to what  
13 they agreed upon in this instrument, and have agreed that a copy of the Decree of  
14 Divorce shall be offered into evidence in any further proceedings between the parties, or  
15 in any suit between the parties.

16        That the parties have agreed that the provisions in this Decree of Divorce are  
17 equitable, fair and reasonable and agreed to be bound by all its terms. The parties  
18 have further acknowledged that they have made an independent investigation into the  
19 existence and value of the assets and liabilities divided hereunder, and that upon their  
20 direction the LAW OFFICES OF DOUGLAS C. CRAWFORD have not conducted an  
21 investigation or analysis of said assets and liabilities. The parties have waived any and  
22 all claims against said attorneys or their law firms related to the value and/or existence  
23 of any asset or debt divided or distributed hereunder.

24        **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
25 that the bonds of matrimony heretofore and now existing between Plaintiff and  
26 Defendant be, and the same are hereby wholly dissolved, and an absolute Decree of  
27 Divorce is hereby granted to the Plaintiff, and each of the parties hereto is hereby  
28 restored to the status of a single, unmarried person.

1       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court  
2 acknowledges that there are three (3) minor children born the issue of the parties  
3 hereto, to wit:

4               EMILY CHRISTINE REED, born November 16, 1996;

5               ANTHONY JEFFREY REED, born May 26, 1999; and

6               ADAM PARKER REED, born January 23, 2001.

7 and that Nevada is the home state of the children and the United States of America is  
8 the habitual residence of the children.

9       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there are no  
10 adopted children of the parties, nor is the Plaintiff now pregnant.

11                       **LEGAL CUSTODY PROVISIONS**

12       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff and  
13 Defendant are awarded joint legal custody of the minor children, which entails the  
14 following:

15               The parents shall consult and cooperate with each other in substantial questions  
16 relating to religious upbringing, education programs, significant changes in social  
17 environment, and health care of the child.

18               The parents shall have access to medical and school records pertaining to their  
19 children and be permitted to independently consult with any and all professionals  
20 involved with the child.

21               All schools, health care providers, day care providers and counselors shall be  
22 selected by the parents jointly. In the event that the parents cannot agree to the  
23 selection of a school, the children shall be maintained in the present school  
24 pending mediation and/or further Order of the Court.

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

1 Each parent is to provide the other parent, upon receipt, information concerning  
2 the well being of the child, including, but not limited to, copies of report cards;  
3 school meeting notices; vacation schedules; class programs; requests for  
4 conferences; results of standardized or diagnostic tests; notices of activities  
5 involving the child; samples of school work; order forms for school pictures; all  
6 communications from health care providers; the names, addresses, and  
7 telephone numbers of all schools; health care providers, and counselors.  
8 Each parent is to advise the other parent of school, athletic, and social events in  
9 which the children participate. Both parents may participate in activities for the  
10 child, such as open house, attendance at an athletic event, etc.  
11 Each parent is to provide the other parent with the address and telephone  
12 number at which the minor children reside, and to notify the other parent within  
13 ten days prior to any change of address and provide the telephone number as  
14 soon as it is assigned.  
15 Each parent is to provide the other parent with a travel itinerary and, whenever  
16 reasonably possible, telephone numbers at which the children can be reached  
17 whenever the children will be away from the parent's home for a period of 48  
18 hours or more.  
19 Each parent shall be entitled to reasonable telephone communication with the  
20 child. Each parent is restrained from unreasonably interfering with the child's  
21 rights to privacy during such telephone conversations.

22 **PHYSICAL CUSTODY PROVISIONS**

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiff is  
24 awarded primary physical custody of the minor children and the Defendant shall have  
25 the following visitation with the minor children:  
26 Every Thursday from after school (or 3:00 p.m. if the children are not in school)  
27 through Saturday at 8:00 p.m.  
28 The children shall reside with Plaintiff at all other times.



1           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party  
2 shall be responsible for providing day care services for the minor children, if needed,  
3 during their visitation times with said minor children and such party shall pay the cost  
4 thereof.

5           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that, in light of the  
6 parties' agreement and understanding, should the parties' work schedules change, they  
7 agree to communicate to attempt to formulate a new parenting agreement providing for  
8 an equal time-share with the child.

9           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that holiday visitation  
10 shall supersede the normal visitation schedule and that holiday visitation shall be as  
11 follows:

12           **Halloween / Nevada Day:** Halloween shall be defined as being between 3:00  
13 p.m. and 9:00 p.m. on October 31<sup>st</sup>. unless such date is not a school day and in such  
14 case Halloween shall be defined as commencing at 6:00 p.m. on October 30<sup>th</sup> and  
15 concluding at 9:00 p.m. on October 31<sup>st</sup>. The parties shall alternate Halloween with the  
16 Plaintiff having such visitation during odd numbered years and Defendant having such  
17 visitation during even numbered years.

18           **Thanksgiving:** Thanksgiving shall be defined as commencing at 3:00 p.m. on  
19 the Wednesday immediately preceding Thanksgiving Day and concluding at 6:00 p.m.  
20 on the Sunday immediately following Thanksgiving Day. The parties shall alternate  
21 Thanksgiving with the Plaintiff having such visitation during even numbered years and  
22 Defendant having such visitation during odd numbered years.

23           **Christmas/ Winter Break:** The parties shall alternate Winter Break with the  
24 Plaintiff having such visitation during odd numbered years and Defendant having such  
25 visitation during even numbered years, so that each parent may be able to travel out of  
26 town with the children every other year and if a parent has plans to travel out of town  
27 with the children during Winter Break, then Winter Break shall be defined as  
28 commencing at the end of school on the last day of school before the Winter Break,

1 according to the calendar of the Clark County School District and concluding at 6:00  
2 p.m. on the day immediately preceding the return to school after January 1st, according  
3 to the calendar of the Clark County School District.

4        Nevertheless, if the parent having such Winter Break in any given year will not be  
5 traveling out of town with the children, then such Winter Break shall be divided into two  
6 parts, and the Plaintiff shall exercise visitation during odd numbered years (and  
7 Defendant during even numbered years) from the end of school on the last day of  
8 school before the Winter Break, according to the calendar of the Clark County School  
9 District until 12:00 noon on Christmas day. During such years, Defendant shall exercise  
10 visitation during odd numbered years (and Plaintiff during even numbered years) from  
11 12:00 noon on Christmas day until 6:00 p.m. on the day immediately preceding the  
12 return to school after January 1st, according to the calendar of the Clark County School  
13 District

14        **Easter/ Spring Break:** Spring Break shall be defined as commencing at 3:00  
15 p.m. on the last day of school before the Winter Break, according to the calendar of the  
16 Clark County School District and concluding at 6:00 p.m. on the day immediately  
17 preceding the return to school after Spring Break, according to the calendar of the Clark  
18 County School District. The parties shall alternate Spring Break with the Plaintiff having  
19 such visitation during even numbered years and Defendant having such visitation during  
20 odd numbered years.

21        Plaintiff shall exercise visitation during Spring Break, during odd numbered years  
22 and Defendant shall exercise visitation during Spring Break during even numbered  
23 years.

24        **Mother's Day Weekend:** Plaintiff shall exercise visitation every year from the  
25 end of school on Friday until 8:00 p.m. on Sunday.

26        **Father's Day Weekend:** Defendant shall exercise visitation every year and his  
27 normal weekend visitation shall be extended until 8:00 p.m. on Sunday.

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1       **July 4<sup>th</sup>**: Defendant shall exercise visitation during odd numbered years; Plaintiff  
2 shall exercise visitation during even numbered years. Visitation shall occur from 9:00  
3 a.m. through 9:00 p.m. on July 4<sup>th</sup>.

4       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party shall  
5 be entitled to exercise two weeks of uninterrupted vacation with the minor children. The  
6 party requesting the visitation must provide the other party at least thirty (30) days  
7 advance written notice.

8                               **ADDITIONAL TIME**

9       Any additional time with the children shall be by mutual agreement of both  
10 parents.

11                              **TRANSPORTATION**

12       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the responsibility  
13 for providing transportation shall be assumed by both parties and shared equally.

14                              **SPECIAL PROVISIONS**

15       The parents agree to communicate directly regarding the needs and well- being  
16 of their children and agree not to use the children as communicators regarding parental  
17 issues.

18       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the terms and  
19 conditions of the parties' parenting plan may be modified, in writing, as the needs of the  
20 minor children and/or the circumstances of the parents change. However, the parents  
21 understand that the concurred changes do not modify this Court Order. The parents are  
22 encouraged to utilize mediation to resolve parenting issues prior to seeking Court  
23 intervention

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defendant's gross monthly income is currently \$1,290.00 and the parties agree that the Defendant is expected to be earning approximately \$3,000.00 in gross monthly income very soon and therefore, child support shall be based upon said gross monthly income of \$3,000.00.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that in light of the fact that Defendant will be providing health insurance coverage for the minor children and in light of the timeshare of the parties and the resulting fact that Defendant will be providing clothing for the minor children while they are in his care, the parties agree that there shall be a deviation from the above amounts in the amount of \$270.00 monthly and therefore, Defendant shall pay to Plaintiff the amount of \$600.00 per month as and for the support of the minor children of the parties herein.

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1 obligation shall commence in August, 2008 and such amount shall be due and payable  
2 on the 1st day of each month, commencing August 1, 2008 and continuing monthly  
3 thereafter, until modified by order of the court.

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the child  
5 support obligation herein, shall continue until the youngest minor child reaches the age  
6 of majority (currently 18 years of age), or 19 years of age, if the child is still enrolled in  
7 high school, whichever is later, unless the child is otherwise emancipated accordingly to  
8 law.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the parties may  
10 request a review of the child support obligation every three (3) years.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the party  
12 responsible for paying child support is hereby put on notice that he/she is subject to the  
13 provisions of N.R.S. 31A.010 through 31A.240 and Sections 2 and 3 of Assembly Bill  
14 No. 395, which deal with the recovery of payments for the support of children by the  
15 welfare division of the Department of Human Resources or the District Attorney, and  
16 that his/her employer can be ordered to withhold his/her wages or commissions for  
17 delinquent payments of child support, and that the County Clerk may collect and  
18 disburse those withholdings.

19 **HEALTH INSURANCE**

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Defendant shall  
21 maintain health care insurance, including medical, dental and surgical for the minor  
22 children and the cost of such insurance coverage for the minor children shall be the  
23 responsibility of Defendant.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Plaintiff and  
25 Defendant shall divide equally all unreimbursed health care expenses for the subject  
26 minor child in accordance with the following procedure:

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1 The party that incurs an out of pocket and/or un-reimbursed (not covered by the  
2 policy) medical, dental and optical expense for the minor child, shall submit proof  
3 of payment or payment due to the other party within thirty (30) days of receipt  
4 and the other party shall have thirty (30) days to reimburse the party that  
5 acquired said expense.

6 **CLAIMING THE MINOR CHILDREN FOR INCOME TAXES**

7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that for tax year  
8 2004, the parties shall file a joint federal income tax return and equally divide the  
9 amount of any refund and the parties shall be equally responsible for any tax liability  
10 that may be due for tax year 2004.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that commencing for  
12 tax year 2005, the parties shall file separate tax returns and Plaintiff shall be entitled to  
13 claim the minor children for all purposes of her Federal Income Taxes (including, but not  
14 limited to exemptions, credits or other allowances) for tax year 2005 and each year  
15 thereafter.

16 **WAIVER OF ALIMONY**

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that based upon the  
18 waiver of the parties, that there shall be no award of alimony to either party.

19 **DISTRIBUTION OF COMMUNITY ASSETS AND DEBTS**

20 **1. MARITAL RESIDENCE & PROPERTY EQUALIZING PAYMENT:**

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff shall be  
22 awarded all right, title and interest in the real property located at 2029 Riva Del Garda  
23 Place, Las Vegas, NV 89134 as her sole and separate property with all rights of quiet  
24 enjoyment therein and she shall hold the Defendant harmless from any obligations  
25 associated therewith.

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1       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Plaintiff shall  
2 pay to Defendant the amount of \$69,100 as and for his interest in said residence and as  
3 an equalizing payment for the property distribution stated hereinbelow. Plaintiff shall  
4 pay \$69,1000 according to the following schedule:

5           \$47,500.00 lump sum payment upon the filing of this Decree of Divorce; and  
6           \$21,600.00 to be paid in monthly installments of \$600.00 per month for thirty-six  
7           (36) months, commencing August, 2005.

8       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that said monthly  
9 payments shall be offset by Defendant's monthly child support obligation for thirty-six  
10 (36) months and therefore, during said period of time, neither party shall pay the other  
11 since such amounts would create a "wash" between the parties. Therefore, said debt  
12 shall be paid in full in July, 2008.

13       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Defendant shall  
14 be able to occupy the Riva Del Garda Place residence up to November 30, 2005.

15       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Plaintiff shall be  
16 be responsible for payment of the monthly mortgage, insurance, property taxes and all  
17 utilities (i.e. electricity, natural gas, water, refuse/recycling, cable, internet), associated  
18 with said property and that if Defendant intends to "shut-off" any utilities prior to or after  
19 vacating said residence, that he shall notify Plaintiff of such intention prior to the "shut-  
20 off" of said utility thereby allowing Plaintiff the opportunity of establishing such utility  
21 service in her own name.

22       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that while Defendant  
23 shall have the limited right to occupy said property until November 30, 2005, nothing  
24 hereinabove shall be construed to establish any type of tenancy relationship between  
25 the parties herein, and should Defendant not vacate said property by 11:59 p.m. on  
26 November 30, 2005, then Plaintiff shall have the right to "lock out" Defendant, without  
27 any further order of court, and that the Constable shall act in accordance herewith.

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1       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that upon the  
2 Defendant's vacation from the Riva Del Garda Place residence that he shall be entitled  
3 to only take the personal property as listed in item 3, hereinbelow, and that all other  
4 property (including, but not limited to all appliances, lighting fixtures, etc.) shall remain  
5 with said property and shall be awarded to Plaintiff as her sole and separate property.

6       **2. COMMUNITY PROPERTY TO BE DISTRIBUTED TO PLAINTIFF:**

7       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiff is  
8 awarded the following items of community property as her sole and separate property:

- 9           1. The martial residence located at 2029 Riva Del Garda Place, Las Vegas,  
10           NV 89134, under the terms stated in item 1 hereinabove;
- 11           2. All assets, bank accounts, investments, equipment, accounts receivables,  
12           goodwill, and all other items of value, of the business known as Little  
13           Pastry Chefs, Inc.;
- 14           3. The 2002 Chevrolet Venture, subject to any encumbrances thereon;
- 15           4. All furnishings and property, currently in her possession, except for those  
16           items specifically awarded to Defendant in item 3 hereinbelow.
- 17           5. All retirement accounts, pension plans, etc. in her name or being held for  
18           her benefit;
- 19           6. All bank accounts, investments, and/or property in her name; and
- 20           7. All of her clothing, jewelry and personal items.

21       **3. COMMUNITY PROPERTY TO BE DISTRIBUTED TO DEFENDANT:**

22       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Defendant is  
23 awarded the following items of community property as his sole and separate property:

- 24           1. The 2001 Nissan Xterra automobile, subject to any encumbrance thereon.
- 25           2. All of his clothing and personal items;
- 26           3. All retirement accounts, pension plans, etc., in his name, including, but not  
27           limited to 100% of all retirement benefits that he may have through  
28           employment with the Vons Companies.



1           4.     All bank accounts, investments, and/or property in his name; and  
2           5.     The following items currently located in the Riva Del Garda Place  
3                 residence:  
4                 a.    The green leather couch;  
5                 b.    The green leather chair; and  
6                 c.    Miscellaneous household items in the garage.  
7     **4.     COMMUNITY DEBTS TO BE AWARDED TO PLAINTIFF:**  
8           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiff shall  
9     be responsible for paying the following debts, and shall hold the Defendant harmless  
10    therefrom:  
11           1.    The new encumbrance on the residence located at 2029 Riva Del Garda  
12                 Place, financed through First Horizon Home Loan Corporation, with an  
13                 approximate current balance of \$ 322,000.00;  
14           2.    Any remaining amounts owed to Homecoming Mortgage as a result of the  
15                 refinance of 2029 Riva Del Garda Place residence;  
16           3.    The encumbrance owed to GMAC on the 2002 Chevrolet Venture automobile;  
17           4.    The debt owed to American Express account number 3723-557xxx-xx000, in  
18                 Plaintiff's name, with an approximate outstanding balance of \$850.00;  
19           5.    The debts owed to various medical providers, in the approximate amount of  
20                 \$3,000.00;  
21           6.    Any and all credit cards and other debts in her own name; and  
22           7.    Any encumbrance on any property awarded to Plaintiff hereinabove.  
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1 **5. COMMUNITY DEBTS TO BE AWARDED TO DEFENDANT:**

2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Defendant  
3 shall be responsible for paying the following debts, and shall hold the Plaintiff harmless  
4 therefrom:

- 5 1. The encumbrance, if any, on the 2001 Nissan Xterra automobile;
- 6 2. The debt owed to Wells Fargo Financial Account number 538xxx30, in  
7 Defendant's name, with an approximate outstanding balance of \$700.00;
- 8 3. Any and all credit cards and debts in his own name; and
- 9 4. Any encumbrance on any property awarded to Defendant hereinabove.

10 **COOPERATION AND EXECUTION OF DOCUMENTS**

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties shall  
12 cooperate and execute any and all documentation to effectuate the division of assets  
13 and debts as stated hereinabove and that the parties will use good faith in executing all  
14 such documents.

15 **IT IS FURTHER ORDERED ADJUDGED AND DECREED**, that any and all  
16 transfers of property, execution of documents evidencing any ownership of the parties  
17 and/or of the community interest therein which have occurred within the last 6 months  
18 prior to the filing of the decree are hereby ratified by this Decree of Divorce to have  
19 occurred incident to this divorce.

20 **IT IS FURTHER ORDERED ADJUDGED AND DECREED**, that the parties  
21 believe and agree that the transfers of property between them required by this Decree  
22 of Divorce are tax free transfers of property between them incident to the Divorce and  
23 are therefore tax-free transfers of property made pursuant to Section 1041 of the  
24 Internal Revenue Code and are not taxable sales or exchanges of property or payments  
25 for alimony, except where this agreement specifically denotes payments as such. Each  
26 party covenants and agrees not to take any position inconsistent with this belief and  
27 agreement, including, without limitation, any position with respect to the basis of any  
28 asset on his or her tax returns after the date of this Agreement.

1       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that should either  
2 party fail to cooperate in transferring title to property as ordered by this Decree of  
3 Divorce, then said aggrieved party may seek the services of the Clerk of Court, in  
4 accordance with Nevada Revised Statutes and/or Nevada Rules of Civil Procedure  
5 including, but not limited to Rule 70 thereof, to sign all necessary documents to  
6 accomplish said transfers of title, without further order of this court and as to any real or  
7 personal property within the State of Nevada, this Decree of Divorce shall be  
8 considered a judgment vesting title therein as stated hereinbelow and divesting the  
9 other spouse of said title and this judgment shall have the effect of a conveyance  
10 executed in due form of law.

11       **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that where  
12 this judgment is for delivery of possession, the party in whose favor said delivery is  
13 entered is entitled to a writ of execution or assistance upon application to the clerk of  
14 court.

15       **IT IS FURTHER ORDERED ADJUDGED AND DECREED**, that based upon the  
16 agreement of the parties, that the division of property as stated hereinabove is fair and  
17 equitable.

18                               **RELEVANT STATUTORY PROVISIONS**

19       **IT IS FURTHER ORDERED** that pursuant to NRS 125B.055(3), the parties are  
20 hereby notified that within ten (10) days after a Court of this State issues an Order for  
21 the support of a child, each party to the cause of action shall file with the Court that  
22 issued the Order and the welfare division the following:

- 23                   (a)    His or her social security number;  
24                   (b)    His or her residential and mailing addresses;  
25                   (c)    His or her telephone number;  
26                   (d)    His or her driver's license number; and  
27                   (e)    The name, address, and telephone number of his or her employer.

27       ///

28       ///

1       **IT IS FURTHER ORDERED** that the parties shall submit the information required  
2 in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to the Court and  
3 the Welfare Division of the Department of Human Resources within ten days from the  
4 date the Decree of Divorce is filed. Such information shall be maintained by the Clerk in  
5 a confidential manner and not part of the public record. The parties shall update the  
6 information filed with the Court and the Welfare Division of the Department of Human  
7 Resources within ten days should any of that information become inaccurate.

8       **THE PARTIES ARE FURTHER NOTIFIED** that each party shall update the  
9 information filed with the Court (Eighth Judicial District Court, Family Division,  
10 located at 601 North Pecos, Las Vegas, Nevada, 89101); and (2) the Welfare  
11 Division (located at 3120 East Desert Inn Road, Las Vegas, Nevada, 89121) within  
12 ten (10) days after the information becomes inaccurate.

13       **IT IS FURTHER ORDERED** that pursuant to NRS §125B.145, the parties are  
14 hereby notified that children support shall be reviewed at any time upon a showing of  
15 changed circumstances, or every three (3) years, pursuant to the Nevada Revised  
16 Statutes, whichever occurs first.

17       **IT IS FURTHER ORDERED** that the parties are hereby put on notice that,  
18 pursuant to NRS 125.450, a parent responsible for paying child support is subject to  
19 NRS 31A.020 to 32A.240, inclusive, and Section 2 and 3 of Chapter 31A of the Nevada  
20 Revised Statutes, regarding the withholding of wages and commissions for the  
21 delinquent payment of support. These statutes and provisions require that, if a parent  
22 responsible for paying child support is delinquent in paying the support of a child that  
23 such person has been ordered to pay, then that person's wages or commissions shall  
24 be immediately subject to wage assignment, pursuant to the provisions of the cited  
25 statutes.

26       ///

27       ///

28       ///

1           **IT IS FURTHER ORDERED** that pursuant to NRS 125.510 (6):

2           PENALTY FOR VIOLATION OF ORDER; THE ABDUCTION,  
3           CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS  
4           ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED  
5           IN NRS 193.130. NRS 200.359 provides that every person having a  
6           limited right of custody to a child or any parent having no right of custody  
7           to the child who willfully detains, conceals or removes the child from a  
8           parent, guardian or other person having lawful custody or a right of  
9           visitation of the child in violation of an order of this court, or removes the  
10          child from the jurisdiction of the court without the consent of either the  
11          court or all persons who have the right to custody or visitation is subject to  
12          being punished for a category D felony as provided in NRS 193.130.

13          **IT IS FURTHER ORDERED** that pursuant to NRS 125.510(6) and (7), the parties  
14          are hereby notified that the terms of the Hague Convention of October 25, 1980,  
15          adopted by the 14th Session of the Hague Conference on Private International law are  
16          applicable to the parties as follows:

17          Section 8: If a parent of the child lives in a foreign country or has  
18          significant commitments in a foreign country:

19          (a) The parties may agree, and the Court shall include in the Order for  
20          custody of the child, that the United States is the country of habitual  
21          residence of the child for the purposes of applying the terms of the Hague  
22          Convention as set forth in Subsection 7.

23          (b) Upon motion of the parties, the Court may order the parent to post a  
24          bond if the Court determines that the parent poses an imminent risk of  
25          wrongfully removing or concealing the child outside the country of habitual  
26          residence. The bond must be in an amount determined by the Court and  
27          may be used only to pay for the cost of locating the child and returning him  
28          to his habitual residence if the child is wrongfully removed from or  
                concealed outside the country of habitual residence. The fact that a  
                parent has significant commitments in a foreign country does not create a  
                presumption that the parent poses an imminent risk of wrongfully  
                removing or concealing the child.

**IT IS FURTHER ORDERED** that pursuant to NRS 125C.200:

                If custody has been established and the custodial parent intends to move  
                his residence to a place outside of this state and to take the child with him,  
                as soon as possible and before the planned move, attempt to obtain the  
                written consent of the noncustodial parent to move the child from this  
                state. If the noncustodial parent refuses to give that consent, the custodial  
                parent shall, before he leaves this state with the child, petition the court for

1 permission to move the child. The failure of a parent to comply with the  
2 provisions of this section may be considered as a factor if a change of  
3 custody is requested by the noncustodial parent.

4 **IT IS FURTHER ORDERED** that under the terms of the Parental Kidnapping  
5 Prevention Act, 28 U.S.C. §1738A, and the Uniform Child Custody Jurisdiction Act, NRS  
6 125A.010 et seq., the Courts of Nevada have exclusive modification jurisdiction of the  
7 custody, visitation and child support terms relating to the child at issue in the case so  
8 long as either of the parties, or the child, continues to reside in this jurisdiction.

9 **INDEMNIFICATION**

10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that each party shall  
11 so conduct their affairs so as to not contract, charge or answer for a debt, for which the  
12 other's property or estate shall be or may become liable or answerable, and further in  
13 accordance with the distribution of debts as stated hereinabove, each party shall hold  
14 the other harmless from said debt and shall indemnify the other therefrom.

15 **ENFORCEMENT OF THIS DECREE OF DIVORCE**

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that should either  
17 party, not be in compliance with this Decree of Divorce and should the aggrieved party  
18 bring the appropriate action before any court to enforce said Decree, then the non-  
19 compliant party shall be responsible to the aggrieved party for all attorneys' fees, costs  
20 and interest thereon, from the date of notice of non-compliance.

21 **CONTEMPT OF COURT**

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that should either  
23 party, not be in compliance with this Decree of Divorce, such action shall be considered  
24 a contempt of court, and the noncompliant party shall be subject to any sanction, or  
25 order imposed by the court, including but not limited to imprisonment and/or fine.

26 ///

27 ///

28 ///

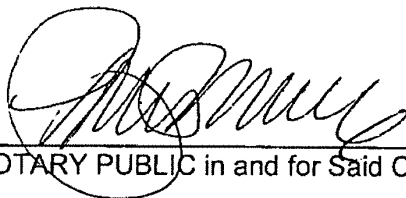


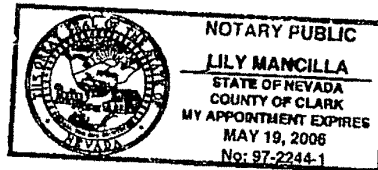
1 STATE OF NEVADA

2 COUNTY OF CLARK

) ss:

3 On this 57<sup>th</sup> day of July, 2005, before me, a  
4 notary public, personally appeared JEFFREY REED, personally known or proven to me  
5 to be the person whose name is subscribed to the above Decree of Divorce who  
6 acknowledged that she executed this instrument freely and voluntarily and for the  
7 purposes stated therein.

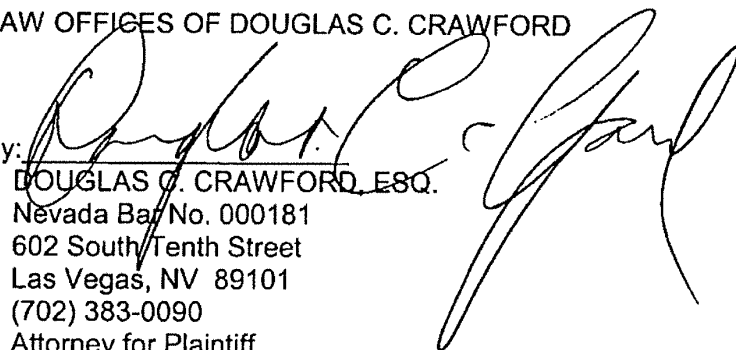
8 



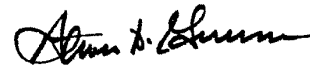
10 NOTARY PUBLIC in and for Said County & State

12 Respectfully Submitted by:

13 LAW OFFICES OF DOUGLAS C. CRAWFORD

14  
15 By:   
16 DOUGLAS C. CRAWFORD, ESQ.  
17 Nevada Bar No. 000181  
18 602 South Tenth Street  
19 Las Vegas, NV 89101  
20 (702) 383-0090  
Attorney for Plaintiff  
ALECIA ANN REED





CLERK OF THE COURT

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

Alecia Reed  
Vs  
Jeffrey Reed

CASE NO: 05D338668  
Department S

**ORDER SETTING EVIDENTIARY HEARING**

**TO COUNSEL AND LITIGANTS IN PROPER PERSON:**

**IT IS HEREBY ORDERED THAT:**

The above-entitled case is set for an Evidentiary Hearing to begin on the  
**11<sup>th</sup> day of May, 2015 at 9:30 a.m. (stack #1/full day)** located in the  
Regional Justice Center, 200 Lewis Ave, Las Vegas, Nevada, 89155.

- I. A Pre-hearing Memorandum may be filed **THREE DAYS (3 days)** before the hearing date and a Courtesy Copy must be delivered to Department S Chambers. All parties, attorneys and parties in proper person **MUST** comply with **ALL REQUIREMENTS** of E.D.C.R. 2.68, 2.69, and 5.87. With the Pre-hearing Memorandum, the parties may submit a proposed order with law and findings of fact supporting each issue they wish the Court to address. The proposed order may be filed separately or as attachment to the Pre-hearing Memorandum.
- II. All discovery shall be completed **TWO WEEKS (14 days)** before the hearing.
- III. **ORDERS SHORTENING TIME WILL NOT BE SIGNED EXCEPT IN EXTREME EMERGENCIES.** An upcoming hearing date is not an **EXTREME EMERGENCY.**
- IV. Failure of the designated hearing attorney or any party appearing in proper person to appear for any court appearances or to comply with this Order

1  
2 may result in any of the following: (1) dismissal of the action (2) default  
3 judgment; (3) monetary sanctions; (4) vacation of hearing date; and/or any  
4 other appropriate remedy or sanction. Counsel must advise the Court  
5 immediately when the case settles or is otherwise resolved prior to the  
6 hearing.

7 V. The EXHIBIT LIST and WITNESS LIST must be filed with the Court and  
8 exchanged between the parties TWO WEEKS (14) days before the hearing.  
9 This refers to lists only; filing the actual exhibits is covered in Section VII.  
10 The WITNESS LIST shall contain the name of the each witness, address  
11 and telephone number of the witness, and a short summary of the witness's  
12 anticipated testimony. Failure to disclose any witness or exchange a  
13 document may result in the witness or document not being presented to the  
14 Court at trial. Parties are advised that they should provide two additional  
15 sets of exhibits at the hearing: one for the judge and one for the witness  
16 stand.

17 VI. Expert Witness Reports are due within ONE WEEK (7) days after close of  
18 discovery unless otherwise stipulated by the parties. NRCP 16.2(b)(4)A. If  
19 any deadlines in this Order fall on a non-judicial day, the deadline shall be  
20 extended to the next judicial day.

21 VII. Unless otherwise directed by the Court, the parties must bring one week before  
22 the hearing the following:

- 23 (1) Typed exhibit lists; with all stipulated exhibits marked;  
24 (2) All exhibits marked by counsel for identification purposes; bound, tabbed  
25 and individually page numbered. Plaintiff must use numbers to tab their  
26 exhibits; Defendants must use letters to tab their exhibits.  
27 (3) List of depositions;  
28 (4) List of equipment needed for trial, including audiovisual equipment; and  
(5) Courtesy copies of any legal briefs on trial issues.

**IT IS FURTHER ORDERED** that no continuances will be granted to either  
party unless written application is made to the Court, served upon opposing

1  
2 counsel, and a hearing is held at least three (3) days prior to the time of trial. If  
3 this matter settles, please advise the Court as soon as possible.

4 DATED: *January 13, 2015*

5 

6 VINCENT OCHOA  
7 District Court Judge  
8 DEPARTMENT S  
9  
10  
11

12 CERTIFICATE OF SERVICE

13 On the above file stamped date, a copy of the foregoing Order Setting  
14 Evidentiary Hearing was:

15 ☒ placed in the appropriate attorney folder at the Regional Justice Center:

16 Elizabeth Brennan, Esq.

17 Frank Toti, Esq.  
18  
19  
20

21 

22 Linda Titsworth  
23 Judicial Executive Assistant  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

1 NOTC  
2 ELIZABETH BRENNAN  
3 Nevada Bar No. 7286  
4 Brennan Law Firm  
5 7455 Arroyo Crossing Parkway, Suite 220  
6 Las Vegas, Nevada 89113  
7 Phone: (702) 834-8888 Fax: (702) 507-1466  
8 [Elizabeth@BrennanLawFirm.com](mailto:Elizabeth@BrennanLawFirm.com)  
9 Attorney for Plaintiff

DISTRICT COURT – FAMILY DIVISION  
CLARK COUNTY, NEVADA

Alecia Ann Draper,

Plaintiff

vs.

Jeffery Allen Reed,

Defendant

Case No.: D-338668

Dept No.: S

**PLAINTIFF'S NOTICE OF WITHDRAWAL OF REQUEST TO CONTINUE CHILD  
SUPPORT FOR EMILY AFTER HIGH SCHOOL GRADUATION  
DUE TO CHILD'S DISABILITY  
& REQUEST TO VACATE EVIDENTIARY HEARING**

NOTICE is hereby provided by Plaintiff, Alecia Ann Draper, that she hereby withdraws her request to have child support continue for the minor child, Emily Reed, after she graduates from high school due to her disability. Accordingly, Plaintiff hereby requests that the Court vacate the evidentiary hearing (which is solely on this issue) this is scheduled for May 11, 2015 at 9:30 a.m.

Respectfully Submitted:

BRENNAN LAW FIRM

/s/ Elizabeth Brennan  
ELIZABETH BRENNAN, ESQ.  
Attorney for Plaintiff

7455 Arroyo Crossing Parkway, Suite 220  
Las Vegas, Nevada 89113  
Phone: (702) 834-8888

**Brennan Law Firm**

7455 Arroyo Crossing Parkway, Suite 220  
Las Vegas, Nevada 89113  
Phone: (702) 834-8888

**Brennan Law Firm**

**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rule of Civil of Procedure 5(b), I certify that on the 9th day of March, 2015, I served the above and foregoing document entitled:

**PLAINTIFF'S NOTICE OF WITHDRAWAL OF REQUEST TO CONTINUE CHILD  
SUPPORT FOR EMILY AFTER HIGH SCHOOL GRADUATION  
DUE TO CHILD'S DISABILITY  
& REQUEST TO VACATE EVIDENTIARY HEARING**

by the following method:

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

To the parties listed at the address, email, and/or facsimile number below:

Frank J Toti  
6900 Westcliff Drive #500  
Las Vegas, NV 89145  
frank@fitesq.com  
Fax # (702) 364-1603

/s/ Elizabeth Brennan  
An Employee of Brennan Law Firm

  
CLERK OF THE COURT

7455 Arroyo Crossing Parkway, Suite 220  
Las Vegas, Nevada 89113  
Phone: (702) 834-8888

**Brennan Law Firm**

1 SAO  
2 ELIZABETH BRENNAN  
3 Nevada Bar No. 7286  
4 Brennan Law Firm  
5 7455 Arroyo Crossing Parkway, Suite 220  
6 Las Vegas, Nevada 89113  
7 Phone: (702) 834-8888 Fax: (702) 507-1466  
8 Elizabeth@BrennanLawFirm.com  
9 Attorney for Plaintiff

DISTRICT COURT – FAMILY DIVISION  
CLARK COUNTY, NEVADA

Alecia Ann Draper,  
vs. Plaintiff  
Jeffrey Allen Reed,  
Defendant

Case No.: D-338668  
Dept No.: S  
Hearing Date: January 12, 2015  
Hearing Time: 1:30pm

**STIPULATION AND ORDER**

This matter came on for hearing for Plaintiff's Motion for the Issuance for an Order to Show Cause to Hold Defendant in Contempt and for Sanctions and Attorney's Fees and Defendant's Opposition and Countermotion and Sanctions at the above date and time before the Honorable Vincent Ochoa, District Court Judge, Family Division. Plaintiff, Alecia Ann Draper ("Mom"), was present, represented by her attorney of record, Elizabeth Brennan, Esq., of the Brennan Law Firm, and Defendant, Jeffrey Allen Reed ("Dad"), was present and represented by Audrey Beeson and Sloan Smith on behalf of his attorney of record, Frank J Toti.

The Court, having read the papers and pleadings on file herein, and entertained oral argument of Counsel, makes the following findings and orders:

**THE COURT FINDS:**

1. The hearing was to begin at 1:30 PM. However, the Counsel and parties were in conference, working on agreements.
2. The hearing began at 2:40 PM, and counsel has advised that there is a partial agreement.

**RECEIVED**  
MAR 12 2015  
DEPT.S

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3. Mom has requested that child support continue for the oldest child Emily Reed after she graduates from high school due to a disability. The Court will set this for an evidentiary hearing. Mom shall provide proof of the minor child being disabled, meeting the standards required, by 5:00 PM on February 23<sup>rd</sup>, 2015. Dad shall have until March 20<sup>th</sup>, 2015 to reject Mom's proof or provide other medical evidence countering Mom's proof.

**THE PARTIES STIPULATE AND AGREE TO THE FOLLOWING:**

1. Mom withdraws her request to Modify Physical Custody. The parties stipulate and agree to continue with the current physical custody arrangement of Mom having **PRIMARY PHYSICAL CUSTODY** of the minor children, subject to the **VISITATION SCHEDULE** placed **ON THE RECORD** today.
2. All prior Visitation Schedules, including the regular alternating weekend schedule as well as the holiday and summer visitation schedule, are hereby **VACATED**.
3. Neither party shall allow any type of contact by Alan Gory or Karla Newlan with the minor children.
4. All of Dad's visitation shall take place in California. Dad agrees not to bring the minor children to Nevada, unless mutually agreed to by the parties in writing.
5. There shall be no caretakers to be present, or caring for the minor children, while Dad has his visitation with them, except for short necessary errands, like running to the grocery store, wherein the minor children may be cared for by the paternal grandparents.
6. The minor children shall stay with Dad at the paternal grandparents home in California, or with Dad at any other location Dad will be staying while in California exercising his visitation with the minor children. The visitation shall not be subject to remain only at the paternal grandparents home, and may be exercised at other locations, like a movie theater, the beach, a theme park, Dad's sister's home, or any other location that an activity might require. Dad shall be required, to advise Mom, in the email notification of his intent to

- 1 12. Mom shall provide HEALTH INSURANCE for the minor children, and Dad shall contribute  
2 \$66.00 per month, payable on the first of each month, effective January 1<sup>st</sup>, 2015 for his share  
3 of the cost of the Health Insurance Premium for the minor children. This amount shall be in  
4 addition to any Child Support Order.
- 5 13. To follow the 30/30 Rule for unreimbursed medical expenses. Any unreimbursed medical,  
6 dental, optical, orthodontic or other health related expense incurred for the benefit of the  
7 minor children is to be divided equally between the parties. Either party incurring an out of  
8 pocket medical expense for the children shall provide a copy of the paid invoice/receipt to  
9 the other party within thirty days of incurring such expense, if not tendered within the thirty-  
10 day period, the Court may consider it as a waiver of reimbursement. The other party will then  
11 have thirty days from receipt within which to dispute the expense in writing or reimburse the  
12 incurring party for one-half of the out of pocket expense, if not disputed or paid within the  
13 thirty day period, the party may be subject to a finding of contempt and appropriate  
14 sanctions.
- 15 14. Dad agrees to provide Mom with a copy of his Tax Returns, by May 1<sup>st</sup>, of each year.
- 16 **THE COURT HEREBY ORDERS:**
- 17 1. The STIPULATION and agreement of the parties set forth above is hereby made an ORDER  
18 of the Court.
- 19 2. The parties shall have JOINT LEGAL CUSTODY, subject to Mom having the LEGAL  
20 RIGHT to make SOLE DECISIONS regarding school and medical, without Dad. However,  
21 any medical decision is limited to a \$1,500.00 annual increase. Any increase in medical  
22 treatment, counseling, or other necessary treatment, which is above the limit must be agreed  
23 to by Dad, and if not agreed to, shall be returned to Court for a decision.
- 24 3. In a medical emergency situation, Mom shall have FULL LEGAL RIGHTS to authorize  
25 whatever treatment is necessary for all of their children.
- 26



- 1 4. Based on the Court's calculations Child Support shall be based on an average income for Dad  
2 of \$60,000.00 per year. Effective January 1<sup>st</sup>, 2015, Dad shall pay to Mom CHILD  
3 SUPPORT in the amount of \$1,450.00 per month for three minor children. The parties have  
4 agreed that Dad shall pay the CHILD SUPPORT in two (2) separate payments of \$725.00, on  
5 or before the fifth (5th) of each month, and \$725.00 on or before the twentieth (20th) of each  
6 month.
- 7 5. An evidentiary hearing is set for May 11, 2015 at 9:30 AM (Stack#1 - Full Day) on Mom's  
8 request to continue child support for Emily after high school graduation due to disability. The  
9 Therapist's Report will be accepted, in lieu of the therapist appearing at the day of trial.
- 10 6. Dad shall be authorized to have access and receive any Therapist report or medical record for  
11 the minor children. If Mom acquires the records from the healthcare providers, the parties  
12 shall split the cost of the records fifty-fifty (50/50). If Dad acquires the records and reports on  
13 his own, Dad shall pay 100% of the cost of acquisition.
- 14 7. The parties shall be limited to a period of twenty-four (24) months from the date of the  
15 appointment, to file a Motion, regarding non-reimbursement of medical bills, upon following  
16 the 30/30 Rule described above. If not returned to the Court, within a twenty-four month  
17 period, the paid medical bill receipts will be considered, WAIVED, by this Court.

18 Dated this 13 day of March, 2015.

19  
20 

DISTRICT COURT JUDGE

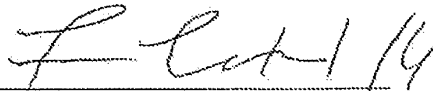
VINCENT OCHOA

21  
22 Respectfully submitted by:

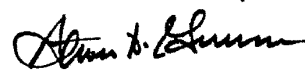
Approved as to Form and Content by:

23 /s/ Elizabeth Brennan

24 Elizabeth Brennan,  
25 Attorney for Plaintiff



Audrey Beeson,  
Attorney for Defendant

  
CLERK OF THE COURT

1 **NEOJ**  
2 ELIZABETH BRENNAN  
3 Nevada Bar No. 7286  
4 Brennan Law Firm  
5 7455 Arroyo Crossing Parkway, Suite 220  
6 Las Vegas, Nevada 89113  
7 Phone: (702) 834-8888 Fax: (702) 507-1466  
8 Elizabeth@BrennanLawFirm.com  
9 Attorney for Plaintiff

DISTRICT COURT – FAMILY DIVISION  
CLARK COUNTY, NEVADA

Alecia Ann Draper,

Plaintiff

Case No.: D-338668

vs.

Dept No.: S

Jeffery Allen Reed,

Defendant

**NOTICE OF ENTRY OF ORDER**

TO: Frank J Toti, attorney for Defendant. Defendant, In Proper Person.

**PLEASE TAKE NOTICE** that the *Order from the January 12, 2015 Hearing*, in the above referenced case was duly entered on March 18, 2015, by filing with the Clerk, and the attached is a true and correct copy thereof.

Respectfully Submitted:

BRENNAN LAW FIRM

/s/ Elizabeth Brennan

ELIZABETH BRENNAN, ESQ.

Attorney for Plaintiff

7455 Arroyo Crossing Parkway, Suite 220  
Las Vegas, Nevada 89113  
Phone: (702) 834-8888

**BRENNAN LAW FIRM**

7455 Arroyo Crossing Parkway, Suite 220  
Las Vegas, Nevada 89113  
Phone: (702) 834-8888

**BRENNAN LAW FIRM**

**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rule of Civil of Procedure 5(b), I certify that on March 25, 2015, I served the above and foregoing document entitled:

**NOTICE OF ENTRY OF ORDER**

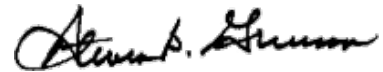
by the following method:

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

To the parties listed at the address, email, and/or facsimile number below:

Frank J Toti  
6900 Westcliff Drive #500  
Las Vegas, NV 89145  
frank@fitesq.com  
Fax # (702) 364-1603

/s/ Elizabeth Brennan  
An Employee of Brennan Law Firm



1 MOTN

2 Amanda M. Roberts, Esq.  
3 State of Nevada Bar No. 9294

4 **ROBERTS STOFFEL FAMILY LAW GROUP**

5 4411 South Pecos Road  
6 Las Vegas, Nevada 89121

7 PH: (702) 474-7007

FAX: (702) 474-7477

8 EMAIL: [efile@lvfamilylaw.com](mailto:efile@lvfamilylaw.com)

9 Attorneys for Defendant, Jeffrey Allen Reed

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 ALECIA ANN DRAPER,

13 Plaintiff,

14 v.

15 JEFFREY ALLEN REED,

16 Defendant.

Case No: 05D338668

Dept No: S

**MOTION TO RESET CHILD  
SUPPORT BASED UPON  
EMANCIPATION OF A CHILD  
AND FOR ATTORNEY FEES AND  
COSTS.**

Date of Hearing: 08/02/2017

Time of Hearing: No Appearance Required

**NO ORAL ARGUMENT  
REQUESTED**

17 TO: Plaintiff, Alecia Draper, *in proper person*.

18 **YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS**  
19 **MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE**  
20 **UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10)**  
21 **DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A**  
22 **WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN**  
23 **TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN**

1 **THE REQUESTED RELIEF BEING GRANTED BY THE COURT**  
2 **WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.**

3 PLEASE TAKE NOTICE that the undersigned will bring the foregoing  
4 Motion on before the Honorable Judge Vincent Ochoa of the Eighth Judicial  
5 District Court, Family Division, on his in chambers calendar, located at 601 North  
6 Pecos Road, Las Vegas, Nevada, on the 2ND day of  
7 August, 2017, at No Appearance Required.m., of said day. Again,  
8  
9 this matter will be heard on the Court's in chambers calendar, meaning no  
10  
11 appearance is necessary unless oral argument is later requested.

12 DATED this 29th day of June, 2017.

13 **ROBERTS STOFFEL FAMILY LAW GROUP**

14  
15  
16 By: Amanda M. Roberts

17 Amanda M. Roberts, Esq.  
18 State of Nevada Bar No. 9294  
19 4411 S. Pecos Road  
20 Las Vegas, Nevada 89121  
21 PH: (702) 474-7007  
22 FAX: (702) 474-7477  
23 EMAIL: efile@lvfamilylaw.com  
24 Attorneys for Defendant, Jeffrey Allen Reed  
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1. The Defendant's request to reset child support pursuant to *NRS* § 125B.070 based upon the emancipation of the children should be granted.
2. The Defendant's request for attorney fees and costs should be granted.
3. For any and all other relief the Court deems proper and just.

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The Parties, Alecia Reed (“Alecia”) and Jeffrey Reed (“Jeff”) were divorced pursuant to a Decree of Divorce filed on August 5, 2005. At the time of their divorce, the Parties had three (3) children, to wit: Emily Reed (“Emily”), born on November 16, 1996; Anthony Reed (“Anthony”), born on May 25, 1999; and Adam Reed (“Adam”), born on January 23, 2001. Two (2) of the children have since emancipated. As such, the Parties have one remaining minor child, Adam.

This matter was last before the Court on Alecia's request for child support for the Parties adult daughter, to wit: Emily Reed ("Emily"). In relation to that request, the Parties were before the Court on January 12, 2015. At that time, it was agreed that pending an Evidentiary Hearing on Emily's alleged disability, that Jeffrey would pay child support in the amount of \$1,450.00 for three (3) children ( $\$60,000.00/12 = \$5,000.00 \times .29$  (statutory child support for three (3) children)).

1       Thereafter, before the Evidentiary Hearing, on March 9, 2015, Alecia filed a  
2       “Notice of Withdrawal of Request to Continue Child Support for Emily After High  
3       School Graduation Due to Child’s Disability & Request to Vacate Evidentiary  
4       Hearing.” Jeff believes this was being done because Alecia began receiving Social  
5       Security Disability for Emily, but Jeff’s child support was never reset and the  
6       Parties never discussed the matter anymore. It should have been reset to \$1,250.00  
7       (\$5,000.00 x .25), based upon only Anthony and Adam being minors. Nonetheless,  
8       Jeff continued to pay child support at \$1,450.00 per month.  
9

10  
11       On or about June 15, 2017, Anthony graduated from high school and has  
12       reached the age of eighteen (18) years old (i.e., May 25, 2017). As such, the only  
13       remaining minor child is Adam. As such, child support should be reset at eighteen  
14       percent (18%) of Jeff’s gross monthly income.  
15

16  
17       Currently, Jeff is employed by Palm Mortuary. Jeff’s income is solely  
18       commission based. Jeff’s income is approximately \$5,805.79 per month. As such,  
19       Jeff’s child support would be set at eighteen percent (18%) of his gross monthly  
20       income or \$1,045.04, but the amount would be capped at \$749.00 per month.  
21       Additionally, Jeff will continue to pay the \$66.00 per month in health insurance  
22       benefits of \$66.00 per month. Therefore, Jeff’s obligation should be \$815.00 per  
23       month. That amount should be paid commencing on July 1, 2017.  
24  
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1 Prior to filing this Motion, on April 25, 2017, Jeff's Counsel sent a  
2 correspondence to Alecia pursuant to *EDCR* § 5.503 in an attempt to resolve this  
3 matter without the necessity of filing a Motion. However, an agreement has not  
4 been reached. Therefore, in order to preserve the modification of child support, the  
5 Motion became necessary.  
6

7  
8 **III.**  
9 **MOTION**

10 A. *The Defendant's request to reset child support should be granted.*

11 Child support is governed by Chapter 125B of the Nevada Revised Statutes.  
12 Pursuant to *NRS* § 125B.200 (a) and (b) defines child as under the age of eighteen  
13 or under the age of nineteen (19) and still enrolled in high school. In this matter,  
14 the Parties had three (3) children, two (2) of which are now over the age of eighteen  
15 (18) and graduated from high school. As such, there is one (1) remaining minor  
16 child (Emily and Anthony have both reached the age of eighteen (18) and graduated  
17 from high school). *NRS* § 125B.070 (b)(1) provides the child support is eighteen  
18 percent (1) for one (1) child.  
19

20  
21 In this matter, the last Court Order filed March 18, 2015, provided that Jeff's  
22 child support was based upon \$5,000.00 gross monthly income and was set at  
23 \$1,450.00. Using general mathematical principals, it is easy to determine that child  
24 support was set at twenty-nine percent (29%) of Jeff's gross month income which  
25 accounted for three (3) minor children pursuant to *NRS* § 125B.070. However, the  
26  
27  
28

1 Order does not contain language in relation to *NRS* § 125B.200 and does not  
2 specifically state that the amount is based upon the formula for three (3) children.  
3  
4 Therefore, without an Order which amends the child support, Jeff's payment for  
5 child support cannot be modified.

6 Jeff's current gross monthly income is \$5,805.79. As such, Jeff's child  
7 support would be set at eighteen percent (18%) of his gross monthly income or  
8 \$1,045.04, but the amount would be capped at \$749.00 per month pursuant to *NRS*  
9 § 125B.080 (2). Additionally, Jeff will continue to pay the \$66.00 per month in  
10 health insurance benefits of \$66.00 per month pursuant to *NRS* § 125B.080.  
11  
12 Therefore, Jeff's obligation should be \$815.00 per month. That amount should be  
13 paid commencing on July 1, 2017.  
14

15 B. *The Defendant's request for attorney fees should be granted.*  
16

17 Candidly, the law is very clear regarding when a parent is no longer obligated  
18 to pay child support. Prior to filing this Motion, Jeff's Counsel repeatedly  
19 attempted to resolve this matter with Alecia by way of a Stipulation and Order to  
20 avoid unnecessary attorney fees. Despite the matter being clear cut, Alecia refused  
21 to cooperate. As such, pursuant to *EDCR* § 7.60 (b)(1), Jeff requests that Alecia be  
22 Ordered to pay him reasonable attorney fees and costs related to this matter.  
23

24 \\\

25 \\\

1 One of the prevailing cases regarding attorney fees is *Brunzell v. Golden*  
2 *Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969). According the Brunzell  
3 Factors are as follows:  
4

- 5 1. The quality of advocacy;<sup>1</sup>
- 6 2. The character of the work to be done;<sup>2</sup>
- 7 3. The work actually performed by the lawyer;<sup>3</sup> and
- 8 4. The results obtained.

9 Jeff's Counsel has been practicing law since 2005 and focuses her practice  
10 area primarily in the area of family law and she is in good standing with the State  
11 Bar of Nevada. Jeff's Counsel participated in a weekly radio show geared at the  
12 Clark County community, focused on issues relative to family law. Jeff's Counsel  
13 regularly appears in the Family Court regarding issues pertaining to divorce, child  
14 custody, child support, relocation, alimony, etc. Jeff's Counsel has sat pro tem for  
15 the Domestic Violence Hearing Master and been appointed as a parenting  
16 coordinator by various Judges.  
17

18 Jeff's Counsel maintains a billing system and will prepare, upon the request  
19 of this Court, a billing statement to address the actual attorney fees extended by Jeff  
20 relative to the Motion and hearing, if deemed necessary.  
21  
22  
23

---

24 <sup>1</sup> When considering the quality of the advocacy the Court should look at the attorney's ability, training, education,  
25 professional standing, and skill.

26 <sup>2</sup> When considering the character of the work to be done the Court should look at the difficulty, intricacy, importance,  
time, skill required, the responsibility imposed, and the character of the Party when they have a relevancy to the  
litigation.

27 <sup>3</sup> When considering the work performed the Court should consider the skill, time, and attention given to the work.

1 Jeff argues that, except for the fact that Alecia refused to cooperate, his  
2 Motion did not need to be filed. As a result, Jeff was forced to file his Motion and  
3 incur unnecessary and unwarranted attorney's fees and costs. As such, Jeff should  
4 be awarded attorney fees and costs related to this instant Motion in the amount of  
5 \$2,500.00 (taking into account the multiple attempts to gain Alecia's cooperation in  
6 settling the matter, and then having to file the Motion).  
7  
8

9  
10 **V.**  
**Conclusion**

11 Therefore, based upon the foregoing, Jeffrey requests this Court:

- 12 1. Grant his request to reset his child support at eighteen percent (18%)  
13 of his gross monthly income based upon the emancipation.  
14 2. Grant his request for attorney fees and costs.  
15 3. For any and all other relief the Court deems proper and just.  
16

17 DATED this 29<sup>th</sup> day of June, 2017.

18 **ROBERTS STOFFEL FAMILY LAW GROUP**

19  
20 By: Amanda M. Roberts

21 Amanda M. Roberts, Esq.

22 State of Nevada Bar No. 9294

23 4411 South Pecos Road

24 Las Vegas, Nevada 89121

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28 Attorneys for Defendant, Jeffrey Allen Reed

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1           4.     Thereafter, before the Evidentiary Hearing, on March 9, 2015, Alecia  
2 filed a "Notice of Withdrawal of Request to Continue Child Support for Emily  
3 After High School Graduation Due to Child's Disability & Request to Vacate  
4 Evidentiary Hearing." Jeff believes this was being done because Alecia began  
5 receiving Social Security Disability for Emily, but Jeff's child support was never  
6 reset and the Parties never discussed the matter anymore. It should have been reset  
7 to \$1,250.00 ( $\$5,000.00 \times .25$ ), based upon only Anthony and Adam being minors.  
8  
9 Nonetheless, Jeff continued to pay child support at \$1,450.00 per month.  
10

11           5.     On or about June 15, 2017, Anthony graduated from high school and  
12 has reached the age of eighteen (18) years old (i.e., May 25, 2017). As such, the  
13 only remaining minor child is Adam. As such, child support should be reset at  
14 eighteen percent (18%) of Jeff's gross monthly income.  
15

16           6.     Currently, Jeff is employed by Palm Mortuary. Jeff's income is solely  
17 commission based. Jeff's income is approximately \$5,805.79 per month. As such,  
18 Jeff's child support would be set at eighteen percent (18%) of his gross monthly  
19 income or \$1,045.04, but the amount would be capped at \$749.00 per month.  
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21 Additionally, Jeff will continue to pay the \$66.00 per month in health insurance  
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23 month. That amount should be paid commencing on July 1, 2017.  
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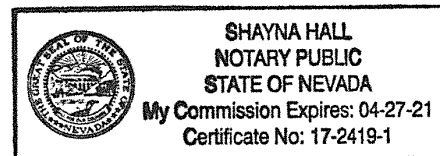
7. Prior to filing this Motion, on April 25, 2017, Jeff's Counsel sent a correspondence to Alecia pursuant to *EDCR* § 5.503 in an attempt to resolve this matter without the necessity of filing a Motion. However, an agreement has not been reached. Therefore, in order to preserve the modification of child support, the Motion became necessary.

## FURTHER AFFIANT SAYETH NAUGHT

  
Jeffrey Reed

Subscribed and Sworn to before me  
on this 26 day of June, 2017.

Notary Public in and for  
said County and State



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Alecia Ann Reed nka Draper

Plaintiff/Petitioner

v Jeffrey A. Reed

Defendant/Respondent

Case No. 05D338668

Dept. S

**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 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>		

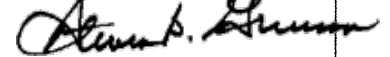
Party filing Motion/Opposition: Employee of Roberts Stoffel Family Law Grou Date 06/29/17

Signature of Party or Preparer

Amanda M. Reeves

ROA0074





1 COS

2 Amanda M. Roberts, Esq.

3 State of Nevada Bar No. 8898

4 **ROBERTS STOFFEL FAMILY LAW GROUP**

5 4411 South Pecos Road

6 Las Vegas, Nevada 89121

7 PH: (702) 474-7007

8 FAX: (702) 474-7477

9 EMAIL: [efile@lvfamilylaw.com](mailto:efile@lvfamilylaw.com)

10 Attorney for Defendant, Jeffrey Reed

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 ALECIA ANN DRAPER,

14 Plaintiff,

15 vs.

16 JEFFREY ALLEN REED,

17 Defendant.

Case No: 05D338668

Dept No: S

**CERTIFICATE OF SERVICE**

18 I hereby certify that I am an employee of Roberts Stoffel Family Law  
19 Group, and on the 30<sup>th</sup> day of June, 2017, I served by and through Wiz-Net  
20 electronic service, pursuant Clark County District Court Administrative Order 14-2  
21 for service of documents identified in Rule 9 of the N.E.F.C.R., the foregoing  
22 Motion to Reset Child Support Based Upon Emancipation of a Child and for  
23 Attorney Fees and Costs and General Financial Disclosure Form:

24 Elizabeth Brennan Esq.

25 [Elizabeth@brennanlawfirm.com](mailto:Elizabeth@brennanlawfirm.com)

1 I further certify that on the above identified date, as service by electronic  
2 means is not capable to the following, I served by placing a true and correct copy of  
3 the above identified document, in the United States Mail at Las Vegas, Nevada,  
4 with postage prepaid, and addressed as follows, as well as sending a copy via  
5 electronic mail, to the following:

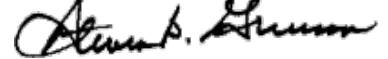
6 Alecia Draper  
7 20762 Crestview Lane  
8 Hunting Beach, California 92646  
9 Plaintiff

10 By:   
Employee of Roberts Stoffel Family Law Group

FDF

Name: Amanda M. Roberts Esq.  
Address: 4411 South Pecos Road  
Las Vegas, Nevada 89121  
Phone: 702-474-7007  
Email: efile@lvfamilylaw.com  
Attorney for Plaintiff, Jeffrey Reed  
Nevada State Bar No. 9294

Electronically Filed  
6/30/2017 3:07 PM  
Steven D. Grierson  
CLERK OF THE COURT



Eighth Judicial District Court  
Clark County, Nevada

<u>ALECIA ANN DRAPER</u> <b>Plaintiff,</b>	<b>Case No.</b> <u>05D338668</u>
<b>vs.</b> <u>JEFFREY ALLEN REED</u> <b>Defendant.</b>	<b>Dept.</b> <u>S</u>

### GENERAL FINANCIAL DISCLOSURE FORM

**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Jeffrey A. Reed
2. How old are you? 48
3. What is your date of birth? 12/23/1968
4. What is your highest level of education? 14

**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)
12/26/2013	S.C.I	Sales	Varies	Varies

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 6/29/2017 my gross year to date pay is \$41,035.63.

**B. Determine your Gross Monthly Income.**

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
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:	Monthly	\$41,035.63	\$6,839.27
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
<b>Total Average Other Income Received</b>			<b>\$6,839.27</b>
<b>Total Average Gross Monthly Income (add totals from B and C above)</b>			<b>\$6,839.27</b>

**D. Monthly Deductions**

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	0.00
2.	Federal Health Savings Plan	0.00
3.	Federal Income Tax	1,111.22
4.	Health Insurance Amount for you: \$284.00 For Opposing Party: For your Child(ren):	284.00
5.	Life, Disability, or Other Insurance Premiums	22.54
6.	Medicare	94.73
7.	Retirement, Pension, IRA, or 401(k)	202.79
8.	Savings	0.00
9.	Social Security	405.03
10.	Union Dues	0.00
11.	Other: (Type of Deduction) 401k Loan	66.00
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>2,186.31</b>

**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:			
<b>Total Average Business Expenses</b>			<b>0.00</b>

### 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	168.00	✓		
Car Loan/Lease Payment	272.00	✓		
Cell Phone	116.00	✓		
Child Support (not deducted from pay)	1,516.00	✓		
Clothing, Shoes, Etc...	100.00	✓		
Credit Card Payments (minimum due)	100.00	✓		
Dry Cleaning	40.00	✓		
Electric	60.00	✓		
Food (groceries & restaurants)	500.00	✓		
Fuel	100.00	✓		
Gas (for home)	40.00	✓		
Health Insurance (not deducted from pay)	0.00			
HOA	70.00	✓		
Home Insurance (if not included in mortgage)	0.00			
Home Phone	0.00			
Internet/Cable	115.00	✓		
Lawn Care	0.00			
Membership Fees	10.00	✓		
Mortgage/Rent/Lease	2,274.00	✓		
Pest Control	0.00			
Pets	0.00			
Pool Service	0.00			
Property Taxes (if not included in mortgage)	0.00			
Security	0.00			
Sewer	25.00			
Student Loans	0.00			
Unreimbursed Medical Expense	100.00	✓		
Water	50.00	✓		
Other:	0.00	✓		
<b>Total Monthly Expenses</b>	<b>5,656.00</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>	Adam Reed	01/26/00	Mother	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				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>0.00</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
Ivette Rodriguez	47	Girlfriend	\$ 1,645.00

### 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 \$ 2,500.00 on my behalf.
3. I have a credit with my attorney in the amount of \$ 1,365.00.
4. I currently owe my attorney a total of \$ 0.00.
5. I owe my prior attorney a total of \$ 0.00.

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

X 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.

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

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

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

Signature

[Handwritten Signature]

Date

6/29/17

**CERTIFICATE OF SERVICE**

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

That on (date) June 30<sup>th</sup> 2017, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☒ Via 1<sup>st</sup> Class U.S. Mail, postage fully prepaid addressed as follows:

Alecia Draper 20762 Crestview Lane, Hunting Beach, CA 92646

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

Elizabeth Brennan Esq. elizabeth@brennanlawfirm

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

herein to: \_\_\_\_\_

Executed on the 30<sup>th</sup> day of June, 2017.

Shayna Hall  
Signature

Palm Mortuary, Inc. 1929 Allen Parkway Houston, TX 77019							
Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number	
Jeffrey Reed	Palm Mortuary, Inc.	1062792	06/10/2017	06/23/2017	06/30/2017		

	Gross Pay	Post Tax Deductions	Employee Taxes	Pre-Tax Deductions	Net Pay
Current	1,164.88	73.52	180.68	34.95	875.73
YTD	40,987.87	463.90	9,665.82	3,055.97	27,802.18

Earnings					Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount
APEX Commission					3,871.91	OASDI	72.23
Commission Shortfall	06/10/2017-06/23/2017	0	0	0.00	237.69	Medicare	16.89
Comm Non Standard Sale					2,780.45	Federal Withholding	91.56
Flower Placement					100.00		
Healthy Numbers Payment					216.00		
HMS Biweekly Commission	06/10/2017-06/23/2017	0	0	1,006.88	26,972.00		
HMS Monthly Commission					5,413.44		
Holiday	06/10/2017-06/23/2017	8	7.25	58.00	116.00		
Imputed Group Term Life					47.76		
Local Bonus	06/10/2017-06/23/2017	0	0	100.00	977.76		
Details Not Displayed					0.00		
Earnings				1,164.88	41,035.63	Employee Taxes	180.68

Post Tax Deductions			Pre-Tax Deductions		
Description	Amount	YTD	Description	Amount	YTD
401k Loan 1	73.52	396.58	401(k)	34.95	1,216.73
Supplemental Life (Nevada)		67.32	Dental Pretax PPO		91.20
			Pretax Medical		1,704.00
			Vision Pretax		44.04
Post Tax Deductions	73.52	463.90	Pre-Tax Deductions	34.95	3,055.97

Employer Paid Benefits			Subject or Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
401k Employer Match	26.21	912.51	OASDI - Taxable Wages	1,164.88	39,196.39
Active Health Employer Medical		45.60	Medicare - Taxable Wages	1,164.88	39,196.39
Dental Employer PPO		136.80	Federal Withholding - Taxable Wages	1,129.93	37,979.66
EAP		9.00			
Employer Paid Medical		2,118.00			
Details Not Displayed	0.00	237.24			
Employer Paid Benefits	26.21	3,459.15			

Marital Status	Federal	State	Absence Plans		
	Single		Description	Accrued	Reduced
Allowances	2	0	Holiday Time Off Plan	0	8
Additional Withholding	0		Sick Time Off Plan	0	0
			Vacation Time Off Plan	3,076.96	0
					38,058.149

Payment Information				
Bank	Account Name	Account Number	USD Amount	Payment Amount
J.P. MORGAN CHASE BANK	J.P. MORGAN CHASE BANK *****4443	*****4443		875.73 USD

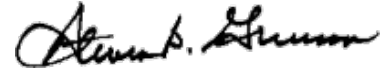
Palm Mortuary, Inc. 1929 Allen Parkway Houston, TX 77019							
Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number	
Jeffrey Reed	Palm Mortuary, Inc.	1062792	05/27/2017	06/09/2017	06/16/2017		
		Gross Pay	Post-Tax Deductions	Employee Taxes	Pre-Tax Deductions	Net Pay	
Current		6,219.23	79.13	1,730.11	338.59	4,071.40	
YTD		39,822.99	390.38	9,485.14	3,021.02	26,926.45	
Earnings							
Description	Dates	Hours	Rate	Amount	YTD	Description	Employee Taxes
APEX Commission	05/27/2017-06/09/2017	0	0	2,187.19	3,871.91	OASDI	376.33
Commission Shortfall	05/27/2017-06/09/2017	0	0	0.00	237.69	Medicare	88.02
Comm Non Standard Sale				2,780.45		Federal Withholding	1,265.76
Flower Placement				100.00			
Healthy Numbers Payment	05/27/2017-06/09/2017	0	0	24.00	216.00		
HMS Biweekly Commission	05/27/2017-06/09/2017	0	0	2,685.08	25,965.12		
HMS Monthly Commission	05/27/2017-06/09/2017	0	0	1,304.96	6,413.44		
Holiday				58.00			
Imputed Group Term Life	05/27/2017-06/09/2017	0	0	3.98	47.76		
Local Bonus				877.76			
Details Not Displayed				18.00	302.62		
Earnings				6,223.21	39,870.75	Employee Taxes	1,730.11
							9,485.14
Post Tax Deductions							
Description	Amount	YTD	Description	Amount	YTD	Pre-Tax Deductions	
401k Loan 1	73.52	323.06	401(k)	185.32	1,181.78		
Supplemental Life (Nevada)	5.61	67.32	Dental Pretax PPO	7.60	91.20		
			Pretax Medical	142.00	1,704.00		
			Vision Pretax	3.67	44.04		
Post Tax Deductions	79.13	390.38	Pre-Tax Deductions	338.59	3,021.02		
Employer Paid Benefits							
Description	Amount	YTD	Description	Amount	YTD	Subject or Taxable Wages	
401k Employer Match	138.99	866.30	OASDI - Taxable Wages	6,069.94	38,031.51		
Active Health Employer Medical	3.80	45.60	Medicare - Taxable Wages	6,069.94	38,031.51		
Dental Employer PPO	11.40	136.80	Federal Withholding - Taxable Wages	5,884.82	36,849.73		
EAP	0.75	9.00					
Employer Paid Medical	176.50	2,118.00					
Details Not Displayed	19.77	237.24					
Employer Paid Benefits	351.21	3,432.94					
Absence Plans							
Description	Accrued	Reduced	Available				
Holiday Time Off Plan	0	0	72				
Sick Time Off Plan	0	0	120				
Vacation Time Off Plan	3.07596	0	34.981189				
Payment Information							
Bank	Account Name	Account Number	USD Amount	Payment Amount			
J.P. MORGAN CHASE BANK	J.P. MORGAN CHASE BANK *****4443	*****4443		4,071.40	USD		

Palm Mortuary, Inc. 1929 Allen Parkway Houston, TX 77019									
Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number			
Jeffrey Reed	Palm Mortuary, Inc.	1062792	05/13/2017	05/26/2017	06/02/2017				
		Gross Pay	Post Tax Deductions	Employee Taxes	Pre-Tax Deductions	Net Pay			
Current		1,274.60	79.13	171.40	190.25	833.82			
YTD		33,603.76	311.25	7,755.03	2,662.43	22,855.05			
Earnings									
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD	
APEX Commission					1,884.72	OASDI	69.77	1,981.62	
Commission Shortfall	05/13/2017-05/26/2017	0	0	0.00	237.69	Medicare	16.31	463.44	
Comm Non Standard Sale					2,780.45	Federal Withholding	85.32	5,309.97	
Flower Placement					100.00				
Healthy Numbers Payment	05/13/2017-05/26/2017	0	0	24.00	192.00				
HMIS Biweekly Commission	05/13/2017-05/26/2017	0	0	1,174.55	23,280.04				
HMIS Monthly Commission					4,108.48				
Holiday					58.00				
Imputed Group Term Life	05/13/2017-05/26/2017	0	0	3.98	43.78				
Local Bonus					877.76				
Details Not Displayed				76.05	284.62				
Earnings				1,278.58	33,647.54	Employee Taxes	171.40	7,755.03	
Post Tax Deductions									
Description		Amount	YTD	Description	Amount	YTD			
401k Loan 1		73.52	249.54	401(k)	35.24	996.46			
Supplemental Life (Nevada)		5.61	61.71	Dental Pretax PPO	7.60	83.60			
				Pretax Medical	142.00	1,562.00			
				Vision Pretax	3.67	40.37			
				401(k) - 04/29/2017 - 05/12/2017	1.74				
Post Tax Deductions		79.13	311.25	Pre-Tax Deductions	190.25	2,662.43			
Employer Paid Benefits									
Description		Amount	YTD	Description	Amount	YTD			
401k Employer Match		26.43	747.31	OASDI - Taxable Wages	1,125.31	31,961.57			
Active Health Employer Medical		3.80	41.80	Medicare - Taxable Wages	1,125.31	31,961.57			
Dental Employer PPO		11.40	125.40	Federal Withholding - Taxable Wages	1,088.33	30,965.11			
EAP		0.75	8.25						
Employer Paid Medical		176.50	1,841.50						
Details Not Displayed		21.08	217.47						
Employer Paid Benefits		239.96	3,081.73						
Absence Plans									
Marital Status	Federal	State							
Marital Status	Single								
Allowances	2	0							
Additional Withholding	0								
Description	Accrued	Reduced	Available						
Holiday Time Off Plan	0	0	72						
Sick Time Off Plan	0	0	120						
Vacation Time Off Plan	2,673.109	0	31,904.229						
Payment Information									
Bank	Account Name	Account Number	USD Amount	Payment Amount					
J.P. MORGAN CHASE BANK	J.P. MORGAN CHASE BANK ****4443	****4443	833.82	USD					

FDF

Name: Elizabeth Brennan  
Address: Brennan Law Firm  
7455 Arroyo Crossing Parkway, Suite 220  
Phone: (702) 834-8888  
Email: elizabeth@brennanlawfirm.com  
Attorney for Alecia Draper  
Nevada State Bar No. 7286

Electronically Filed  
7/21/2017 4:43 PM  
Steven D. Grierson  
CLERK OF THE COURT



Eighth Judicial District Court  
Clark County, Nevada

<u>ALECIA ANN DRAPER</u> <b>Plaintiff,</b>  <b>vs.</b> <u>JEFFREY ALLEN REED</u> <b>Defendant.</b>	<b>Case No.</b> <u>05D338668</u>  <b>Dept.</b> <u>S</u>
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### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (*first, middle, last*) Alecia, Ann Draper
2. How old are you? 45
3. What is your date of birth? 04/14/1972
4. What is your highest level of education? 12

#### B. Employment Information:

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

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

2. Are you disabled? (☒ check one)  
☒ No  
☐ Yes If yes, what is your level of disability? \_\_\_\_\_  
What agency certified you disabled? \_\_\_\_\_  
What is the nature of your disability? \_\_\_\_\_

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

Prior Employer: Gelson's Date of Hire: 01/27/2016 Date of Termination: 06/21/2017  
Reason for Leaving: I was on FMLA, unable to return becuase I need to care for my daughter due to her disability

## Monthly Personal Income Schedule

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

As of the pay period ending 5/26/2017 my gross year to date pay is \$21,615.56.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
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	\$1,450.00	\$1,450.00
Workman's Compensation			
Other: Adam & Anthony Medi	Monthly	\$66.00	\$66.00
Total Average Other Income Received			\$1,516.00

Total Average Gross Monthly Income (add totals from B and C above)	\$1,516.00
--	------------

**D. Monthly Deductions**

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

**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	264.00	✓		
Cell Phone	195.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	50.00	✓		
Credit Card Payments (minimum due)	100.00	✓		
Dry Cleaning				
Electric				
Food (groceries & restaurants)	200.00	✓		
Fuel	100.00			
Gas (for home)	175.00	✓		
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable				
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease				
Pest Control				
Pets	65.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense	2,000.00	✓		
Water				
Other:				
<b>Total Monthly Expenses</b>	<b>3,149.00</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>	Emily Christine Reed	11161996	Mother	Yes	Yes
2 <sup>nd</sup>	Anthony Jeffrey Reed	05261999	Mother	Yes	No
3 <sup>rd</sup>	Adam Parker Reed	01232001	Mother	Yes	No
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	50.00	50.00	50.00	
Child Care				
Clothing		50.00	75.00	
Education		95.00		
Entertainment			80.00	
Extracurricular & Sports				
Health Insurance (if not deducted from pay)	295.14			
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	2,000.00		520.00	
Vehicle	100.00			
Other:				
<b>Total Monthly Expenses</b>	<b>2,445.14</b>	<b>195.00</b>	<b>725.00</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
Geoffrey Draper	59	Husband	\$ 7,200.00

### 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.	Wells Fargo	\$ 1,000.00	Alecia Draper
2.	Capitol One	\$ 1,000.00	Alecia Draper
3.	Lending Club	\$ 15,000.00	Alecia Draper
4.	Car loan - credit union	\$ 15,819.00	Alecia Draper
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 32,819.00</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 \$ 3,500.00 on my behalf.
3. I have a credit with my attorney in the amount of \$ \_\_\_\_\_.
4. I currently owe my attorney a total of \$ \_\_\_\_\_.
5. I owe my prior attorney a total of \$ \_\_\_\_\_.

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

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

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

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

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

Allen Dwyer  
Signature

7/15/2017  
Date

### CERTIFICATE OF SERVICE

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

That on (date) July 21, 2017, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

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

\_\_\_\_\_

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

Amanda M. Roberts, Attorney for Jeffrey Reed

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

herein to: \_\_\_\_\_

Executed on the 21 day of July, 2017.

  
Signature