

1  
2 IN THE SUPREME COURT OF THE STATE OF NEVADA

3 KATARINA E. KURZ,

4 Appellant,

5 vs.  
6

7 SCOTT M. ANTHONY,

8 Respondent.  
9

Supreme Court No.: 83231

Electronically Filed  
Oct 13 2021 11:11 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

10 APPENDIX TO APPELLANT'S FAST TRACK STATEMENT  
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DATED this 13<sup>th</sup> day of October, 2021.



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Nevada Bar No. 005739  
GALLAGHER ATTORNEY GROUP, LLC  
1291 Galleria Drive, Suite 230  
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(702) 448-1099

## CERTIFICATE OF SERVICE

I hereby certify that on the 13<sup>th</sup> day of October, 2021, service of the

Appendix was electronically served on the following:

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Attorney for Respondent

By: /s/ Denise A. Gallagher, Esq.  
An Employee of  
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*Steven D. Grierson*

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6 jwh7408@yahoo.com  
7 Attorney for Defendant  
8 SCOTT M. ANTHONY

CASE NO: D-20-618325-C  
Department: To be determined

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 SCOTT M. ANTHONY,  
10 Plaintiff,

CASE NO.  
DEPT. NO.

11 vs.

12 KATARINA E. KURZ,  
13 Defendant.  
14

15  
16  
17 COMPLAINT FOR CUSTODY PURSUANT TO NRS 125C  
18

19 COMES NOW, the Plaintiff, SCOTT M. ANTHONY, by and through his  
20 attorney, Joseph W. Houston II, and alleges as follows:

21  
22 1.

23 That the Plaintiff is a resident of Clark County, Nevada having come into  
24 Nevada on October of 2020.  
25  
26  
27  
28

2.

That the Defendant is a resident of Clark County, Nevada, having resided in Nevada since 2018 and that since August of 2019 has been resided in the state of Nevada, the primary residence of the child being with her since August of 2019.

3.

That the minor child is MICHAEL SCOTT ANTHONY whose date of birth is February 23, 2014.

4.

That Nevada is now the home state of the minor child as pursuant to NRS 125A085 the state wherein the child has lived for a last period of six consecutive months and the child has resided primarily in the state of Nevada since August of 2019, being over one year.

5.

That pursuant to NRS 125A325(2), the state of Nevada has jurisdiction to modify custody orders from another state and this statute states that "A court of this state may not modify a child custody determination made by a court of another state unless a court of this state can make an initial determination pursuant to paragraph (a) or (b) of subsection 1 of NRS 125A305. ..."

The Plaintiff satisfied the first part of that required statute as Nevada is the home state of the minor child pursuant to NRS 125A.085, in that the minor child has lived in the state of Nevada in excess of six months as his primary residence and in fact in excess of one year.

6.

That NRS 125A325 has a second requirement which can be satisfied in either of two ways. The second way the requirement can be met is set forth in subsection 2 which states "If a court of this state... determines that the child, the

2

1 child's parents... do not presently reside in the other state..." The current  
2 custody orders are from the state of Nebraska, where neither of the parties or the  
3 minor child currently reside. Therefore, the Plaintiff has complied with this  
4 requirement for the state of Nevada to take jurisdiction of this matter without  
5 the need to confirm with the state of Nebraska as is set forth in subsection 1 of  
6 the possible two requirements, only one of which needed to be met.

7  
8 7.

9 The parties were divorced in the state of Nebraska by a Decree of Divorce  
10 filed September 19, 2019. A copy of that Decree of Divorce is attached hereto  
11 as **EXHIBIT A**.

12 8.

13 That at the time of the decision of the Decree of Divorce, the Nebraska  
14 judge had to make a determination as to which parent the child would be  
15 residing with because the Plaintiff was residing in the state of Nebraska and the  
16 Defendant had moved over a year before to the state of Nevada. The child  
17 would be beginning his Kindergarten school year in September of 2019 and  
18 therefore the court had to make an order in regards to custody of the child.

19 9.

20 That the court could not continue its previous order which had been made  
21 over a year before wherein the child was alternating a month to month custody  
22 schedule between the parties, because school was to begin in August/September  
23 of 2019.

24 10.

25 That the court did however, prior to this time did order, that the custody  
26 schedule was on an alternating month to month and that order existed for over a  
27 year. This court order shows that even the Nebraska judge believed there should  
28 be a joint physical custody arrangement which was only interrupted because of

1 the fact that the child was now going to begin his Kindergarten school year and  
2 obviously could not continue a month to month custody schedule between the  
3 parties. The Decree of Divorce makes no finding whatsoever as to why it was in  
4 the best interest of the minor child to be in the custody of the Defendant, except  
5 to the extent of allowing her to move to the state of Nevada. There are no  
6 factual findings whatsoever as to the basis of the court's ruling.

7 11.

8 That pursuant to paragraph 20 of the parties' parenting plan and pursuant  
9 to the practice of the Eight Judicial District Court, the parties should be first  
10 referred to mediation to attempt to agree upon a parenting plan for modification  
11 of the custody order.

12 12.

13 That the Plaintiff is requesting a modification of the Nebraska court order  
14 to an order awarding the parties Joint Legal Custody and Joint Physical  
15 Custody. Pursuant to Ellis v. Carucci 123 Nev 143, 161 P3d 239 (2007) set forth  
16 a standard for modification of primary custody if it warranted when there has  
17 been a substantial change in circumstances affecting the welfare of the child and  
18 the modification served the best interest of the child. At this point in time there  
19 has been compliance in both of these requirements as the Plaintiff has moved to  
20 the state of Nevada which constitutes substantial change in circumstances and  
21 even the court in Nebraska said that it was in the best interest of the child to  
22 have a 50/50 timeshare in it's month to month order prior to the time that it had  
23 to make a decision as to in which state the child would reside to attend school.

24 13.

25 NRS 125C.001 sets forth the state policy of the state of Nevada as  
26 follows:

27 " 1. To ensure that minor children have frequent associations and a  
28 continuing relationship with both parents after the parents have ended their

1 relationship, become separated or dissolved their marriage;

2 2. To encourage such parents to share the rights and responsibilities of  
3 child rearing; and. . .

4 14.

5 NRS 125C.0025 sets forth that there is a preference for an award of Joint  
6 Physical Custody.

7 15.

8 That there are no other current court proceedings in any state at this time.  
9 The only previous court proceeding was in the state of Nebraska and now both  
10 parties have since moved from the State of Nebraska to the state of Nevada and  
11 there are no current court proceedings in any state whatsoever, other than the  
12 state of Nevada.

13 16.

14 That to the Plaintiff's knowledge there is no other person that claims a  
15 right to custody of the minor child other than the parties herein.

16 Dated this 4 day of December, 2020.

17  
18  
19 Joseph W. Hockson II, Esq.  
20 State Bar #1440  
21 430 South 7th Street  
22 Las Vegas, Nevada 89101  
23 (702) 982-1200  
24 Attorney for the Plaintiff  
25  
26  
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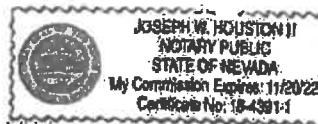
COUNTY OF CLARKO

**SCOTT ANTHONY, under penalty of perjury, makes the following assertions:**

That he is the Plaintiff in the above-entitled action, that he has read the above and foregoing COMPLAINT FOR CUSTODY PURSUANT TO NRS 125C, knows the contents thereof, and that the same is true of his own knowledge, except for those matters therein stated on information and belief, and as for those matters he believes them to be true.

  
SCOTT ANTHONY

SUBSCRIBED and SWORN to  
before me this 4 day of  
December 20 20



Notary Public In and for said  
County and State

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

SCOTT M. ANTHONY,

Plaintiff,

vs.

KATARINA E. KURZ,

Defendant.

Case No. CI 18-2098

DECREE OF DISSOLUTION  
OF MARRIAGE



THIS MATTER came before the Court on the 29<sup>th</sup> day of July, 2019, on the Complaint for Dissolution of Marriage filed by Plaintiff and the Answer and Counter Complaint filed by Defendant. Plaintiff was present in Court and was represented by counsel, Philip B. Katz, MARKS, CLARE & RICHARDS, LLC, 11605 Miracle Hills Drive, Suite 300, Omaha, Nebraska 68154. Defendant was present in Court and was represented by counsel, Andrew M. Ferguson, GOVIER, KATSKEE, SUIING & MAXELL, 10404 Essex Court, Suite 100, Omaha, Nebraska 68114.

Trial was held and evidence was presented through the testimony of the parties, through the introduction of exhibits and argument of counsel. After reviewing all evidence the Court, being duly advised in the premises, finds as follows:

1. That Plaintiff is a resident of Omaha, Douglas County, Nebraska, and has been a resident of the State of Nebraska for at least one year prior to the filing of the Complaint herein.
2. That Defendant, KATARINA E. KURZ, is a resident of Las Vegas, Clark County, Nevada. Further, Defendant filed her Answer and Counter Claim in this matter on or about April 19, 2018, and the statutory waiting period has since passed.
3. That the Court has full and complete jurisdiction of the parties hereto and the subject matter hereof.



APP0007

4. That Plaintiff and Defendant were united in marriage on August 1, 2008 in Las Vegas, Clark County, Nevada.

5. That one child whose health and welfare will be affected by these proceedings have been born as a result of this marriage of Plaintiff and Defendant, namely MICHAEL SCOTT ANTHONY, the minor child born 2014.

6. That Defendant is the fit and proper person to be awarded the permanent sole legal and physical custody of the minor child of the parties, and it is in the best interest of said minor children that their permanent sole legal and physical custody be awarded to Defendant. Plaintiff will receive parenting time as set forth in the Parenting Plan marked as Exhibit "A", attached hereto and by this reference made a part hereof.

7. That neither Plaintiff nor Defendant is a party to any other pending action for divorce, separation, or dissolution of marriage, either in this state or elsewhere.

8. That neither party is a member of the Armed Forces of the United States or its allies, nor has either party been ordered for induction into the same.

9. That the Court has determined from the evidence adduced that every reasonable effort to effect a reconciliation of the marriage between Plaintiff and Defendant has been made, but without success, and that the marriage of Plaintiff and Defendant is irretrievably broken, and dissolution of the marriage should be granted.

10. That the Court further finds as follows, to-wit:

(a) **CARE, CUSTODY AND CONTROL OF MINOR CHILD:** Defendant shall be granted the permanent sole legal and physical custody of the minor child of the parties, namely, MICHAEL SCOTT ANTHONY, the minor child born 2014. Plaintiff shall receive parenting time as set forth in the Parenting Plan attached hereto as Exhibit "A" and by this reference made a part hereof.

Pursuant to Neb.Rev.Stat. § 42-381, Plaintiff and Defendant acknowledge that they have been advised and understand that, under Nebraska law, regardless of the determination of the Court

relating to the custody of a minor child, (1) each parent shall continue to have full and equal access to the education and medical records of his or her children unless the Court orders to the contrary and (2) either parent may make emergency decisions affecting the health and safety of his or her children while the child is in the physical custody of such parent.

The Court further makes the specific finding that it is in the best interest of the minor child that Defendant be granted the permanent sole legal and physical custody of the minor child of the parties and that it is further in the best interest of the minor child that Defendant be allowed to remove the minor child to the state of Nevada.

(b) **CHILD SUPPORT:** That Plaintiff shall pay to Defendant, through the office of the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, NE.68501-2600, the sum of Seven hundred seventy four dollars (\$774.00) per month for the support and maintenance of the one minor child of the parties hereto, with the first payment to commence on the 1st day of September, 2019, and to continue in a like manner and similar sum on the 1st day of each month thereafter. These payments shall be made until such child shall attain the age of majority, become self-supporting, emancipated, depart this life, or until the further order of the Court, whichever shall first occur. A Nebraska Child Support Guideline is marked as Exhibit "B", attached hereto and by this reference made a part hereof.

The Plaintiff's child support obligation will be reduced to Two hundred fifty dollars (\$250.00) per month for the months of June and July in each year where the Plaintiff exercises his eight consecutive weeks of summer parenting time. Plaintiff, when he is entitled to said reduction, shall prepare and sign an Affidavit stating the inclusive dates that he had possession of the minor child showing the amount of support to be reduced.

The above-described Affidavit shall be filed with the Clerk of the District Court within thirty (30) days after such visitation, and a copy of such Affidavit shall be mailed to Defendant, or it shall be presumed that Plaintiff did not exercise visitation with the minor child for the summer.

Within thirty (30) days after receipt of the copy of said Affidavit, Defendant may file an objection or counter-Affidavit, and if this is done, a hearing date will be set to determine whether Plaintiff is entitled to any reduction of support.

Failure of Defendant to file an objection or counter-Affidavit within thirty (30) days after receipt of Plaintiff's Affidavit shall constitute a waiver to contest the reduction of child support issue.

Pursuant to Neb.Rev.Stat. § 42-364.13, Plaintiff and Defendant acknowledge that they have been advised and understand that, under Nebraska law, any person ordered to pay a judgment for child, medical, or spousal support as part of a dissolution proceeding is required to furnish to the Clerk of the District Court in which the proceeding was held, his or her address, telephone number, social security number, the name of his or her employer, whether or not such person has access to employer-related health insurance coverage and, if so, the health insurance policy information and any other information the Court deems relevant until such judgment is paid in full. The Plaintiff and Defendant are also required to advise the Clerk of any changes in such

information between the time of entry of the Decree and payment of the judgment in full. Such advisement shall consist of the name and addresses of new employers. Failure to comply with the provisions of this law shall be punishable by contempt.

Plaintiff further acknowledges that he has been advised and understands that, all sums paid shall be made payable through the Nebraska Child Support Payment Center, for proper credit and disbursement. Plaintiff's income shall be subject to income withholding regardless of whether or not payments pursuant to this order are in arrears, and income withholding shall be implemented pursuant to the Nebraska Income Withholding for Children Support Act.

That, in the event Plaintiff fails to pay any such children support, as such failure is certified to the Court each month by the Nebraska Child Support Payment Center in cases where Court ordered support is more than thirty (30) days in arrears, he shall appear before this Court on a date to be determined by the Court and show cause why such payment was not made, and, in the event that the Court finds that Plaintiff has failed to appear as ordered, a warrant shall be issued for his arrest.

(c) **ALIMONY:** That neither party shall be obligated to pay alimony to the other. Plaintiff and Defendant understand and acknowledge that should alimony not be awarded as part of this proceeding that neither party may request alimony in the future.

(d) **PERSONAL PROPERTY, HOUSEHOLD GOODS, FURNITURE AND FURNISHINGS:** Each party is awarded the personal property, household goods, wearing apparel, personal effects, appliances, fixtures and furnishings currently in that respective party's possession, free and clear of the claim of the other party to any incidence of ownership. Plaintiff is awarded the ownership of all household goods, furnishings, wearing apparel, personal affects, appliances and fixtures, or other personal property of every kind and description now in his possession not otherwise awarded to Defendant.

Defendant is awarded the ownership of all household goods, furnishings, wearing apparel, personal affects, appliances, and fixtures, or other personal property of every kind now in her possession not otherwise awarded to Plaintiff.

(e) **DEBTS:** Each party shall be solely responsible for the debts incurred by that party since the date of the parties' separation, shall further pay any debts in that parties name alone and shall indemnify and hold harmless the other party from any liability thereupon and, where applicable, shall cause to have the other party's name removed from such debt account. The date of separation shall be February 6, 2018.

Further, each party shall be solely responsible for his or her indebtedness on any student loan, and shall hold the other party harmless therefrom.

(f) **CASH ON HAND:** Each party shall be awarded any cash on hand currently under that party's dominion and control, to be that party's absolutely.

(g) **MEDICAL, DENTAL AND ORTHODONTIC EXPENSES:** Plaintiff shall maintain medical and/or dental insurance on the parties' minor child, so long as the same is

available to him through his employment at a reasonable cost, until each child reaches the age of majority. Plaintiff shall pay the first \$480.00 per calendar year of uninsured medical, dental and/or orthodontic expenses incurred on behalf of each minor child. Plaintiff shall then be responsible for 66% of any uninsured and/or unreimbursed medical, dental and/or orthodontic expense incurred on behalf of minor child that is not covered by insurance.

Upon proof of payment, by Plaintiff/Defendant, of any uninsured and unreimbursed medical dental and/or orthodontic expense incurred on behalf of the parties minor child, Plaintiff/Defendant shall reimburse the other party, within fifteen (15) days, in an amount equal to that set forth hereinabove.

**(h) CHILDCARE EXPENSES:** Childcare expenses which are due to employment of either parent shall be allocated between the parents. Plaintiff shall be responsible for Sixty six percent (66%) and Defendant shall be responsible for Thirty four percent (34%) of these costs. Defendant shall provide Plaintiff each month an itemization of childcare costs. Plaintiff/Defendant shall remit his or her share directly to the other party within ten (10) days upon receipt of said itemization. If possible, the parties may make arrangements with the childcare provider to pay their portion of the expenses directly to the provider.

**(i) DEPENDENT TAX EXEMPTIONS and TAX CREDIT:** Starting with tax year 2019 the parties shall allocate the income tax dependency exemptions for the children (and all associated deductions) on their federal and state income tax returns according to the following table:

Number of Eligible Children	Allocation in Even Numbered Tax Years	Allocation in Odd Numbered Tax Years
1	Wife: 1 Husband: 0	Wife: 0 Husband: 1

The award of any such income tax dependency exemption (and tax credit) for any minor child to Plaintiff shall be subject to a condition precedent that Plaintiff is current in his child support, child care and unreimbursed medical obligation to Defendant through December 31 (or by January 15<sup>th</sup> if automatic income withholding applies) in the year to which the exemption (and tax credit) applies.

In the event that Plaintiff is entitled to such an income tax dependency exemption as described above, Defendant shall execute a Form 8332, or any similar Internal Revenue Service form permitting for the transfer of such income tax dependency exemption. Neither party shall claim an income tax dependency exemption to which they are not entitled. If a party claims a child to which they are not entitled, that party shall be responsible for and shall pay all tax preparation fees incurred by the other party in order to file amended returns.

**(j) RETIREMENT ACCOUNTS:** Each party shall retain as their sole and separate property any and all retirement accounts, pension and profit-sharing accounts, 401(k) accounts and/or other employee or military related benefit accounts held in that person's name.

(k) **ATTORNEY FEES:** That each party shall be responsible for payment of their own attorney fees.

(l) **FUTURE CONVEYANCES:** It is contemplated that each of the parties may acquire or effect disposition of property, real or personal, subsequent to the entry of the Decree in this proceeding, and each of them does hereby undertake and agree, so as to facilitate and not impede such acquisition or conveyance, to execute such waivers and releases of liens as may have been created by the provisions of such Decree so long as the party so requesting any such waiver or lease is not then in default of performance thereof.

(m) **FULL DISCLOSURE:** Each party hereby warrants to the other that there has been an accurate, complete and current disclosure as to all income, assets, debts, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure constitutes grounds for setting aside this Decree of Dissolution of Marriage. The property referred to in this Decree represents all the property in or to which either party has any interest or right, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

(n) **APPROVAL OF THE DISTRICT COURT:** This Decree shall be submitted for approval by the District Court of Douglas County, in which the present proceedings for dissolution of marriage are pending, and if the same is approved by the Court and found to be not unconscionable, shall become part of the Decree. In the event that the Court does not grant a dissolution of the marriage herein, then this entire document shall be null and void and neither of the parties shall be obligated by any provision hereof.

(o) **WAIVER OF BREACH:** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach. No modification of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both parties unless ordered by the Court.

(p) **CAPTIONS:** Paragraph titles or titles contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

(q) **INTERPRETATION:** No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

(r) **CLIENT'S RESPONSIBILITY:** The responsibility to follow through with the acts, instruments and transfers set out herein are solely the duty of the parties to this agreement, unless specifically stated otherwise herein. No attorney for a party shall have a duty to enforce the promises herein, to compel or require the signing or transfer of documents contemplated herein, or to pursue enforcement of the terms of this agreement. The parties acknowledge that they alone are responsible for these actions.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the marriage of SCOTT M. ANTHONY, Plaintiff herein and KATARINA E. KURZ, Defendant herein, which marriage was entered into on August 1, 2008 in Las Vegas, Clark County, Nevada, be and hereby is dissolved, and the dissolution of the marriage and this Decree of Dissolution shall become final and operative, except for the purpose of appeal, without any further action of the Court, on (a) the date of death of one of the parties to the dissolution or (b) pursuant to Neb. Rev. Stat. § 42-372 et. seq., whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was rendered. For the purpose of review by appeal, the Decree shall be treated as a final order as soon as it is rendered. If an appeal is instituted within one (1) month of the date the Decree is rendered, such Decree shall not become final until such proceedings are finally determined. Neither Plaintiff nor Defendant may remarry anyone, at any time or any place, until the expiration of said six (6) month period from the time of the execution of this Decree by the Court, each of them being under legal, total, and complete disability to do so.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties, and each of them, are ordered and directed to abide by all of the terms and conditions set forth in this Decree, and the terms of said Decree as above set forth shall be enforced by all remedies available for the enforcement of a judgment, including contempt proceedings.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties, and each of them, shall execute any and all documents necessary or proper to fulfill the terms and/or requirements of this Decree as hereinabove set forth.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by that Court that, should the parties, or either of them, refuse, fail or neglect, within thirty (30) days from the execution of



this Decree by the Court, to execute or deliver any document necessary, proper, or required to carry out and fulfill the terms of this Decree, then this Decree shall have the same operation and effect as such necessary document.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above findings are incorporated herein and are the Order of the Court.

SIGNED AND DATED this 19<sup>th</sup> day of September, 2019.

BY THE COURT,

  
DISTRICT COURT JUDGE

Approved as to Form:

Philip B. Katz, #23195  
Marks Clare & Richards LLC  
11605 Miracle Hills Drive, Suite 300  
Omaha, Nebraska 68154  
(402) 492-9800  
PKatz@mcrlawyers.com  
Attorney for Plaintiff

PREPARED AND SUBMITTED BY:

Andrew M. Ferguson #20274  
GOVIER, KATSKEE, SUING & MAXELL  
10404 Essex Court, Suite 100  
Omaha, Nebraska 68114  
(402) 391-1697 (T)  
aferguson@katskee.com  
Attorney for Defendant

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

SCOTT M. ANTHONY,

Plaintiff,

vs.

KATARINA E. KURZ,

Defendant.

CASE NO. CI 18-2098

PARENTING PLAN

WHEREAS, Plaintiff, Scott M. Anthony (hereinafter "Father") and Defendant, Katarina E. Kurz, (hereinafter "Mother") are the parents of MICHAEL SCOTT ANTHONY, the minor child born 2014.

1. The best interests of the minor child will be maintained through the ongoing involvement of both the Mother and the Father in the child's life.
2. The Mother and Father will remain active and involved in parenting the child.
3. The overriding purposes of this Parenting Plan (the "Plan") will be: to establish custody, parenting time, visitation and other access arrangements to include apportionment of parenting time to be spent with Mother and Father and to provide provisions for a remediation process regarding future modifications of this Plan.
4. The needs of the child may change as the child develops and the parents will interpret and apply this Plan in a way which best serves the evolving interests of the child.
5. Mother and Father shall comply with the statutory responsibility to provide regular and continuous school attendance and progress and will assist the child to the maximum extent possible to assure a quality education.
6. This Plan applies to the best interests of the "minor child" as defined by the Nebraska Parenting Act.
7. **CUSTODY**. Mother shall have sole legal and sole physical custody of the child and as such, shall have the authority and responsibility for making fundamental decisions regarding the child's welfare, including choices regarding education and health.
8. **RESIDENCE**. The principal residence of the child will be with Mother subject to the provisions of this Plan.
9. **PARENTING TIME**. Mother and the child reside in Nevada. Father resides in Nebraska and as such, Father shall have parenting time with the child as follows:

EXHIBIT

A (5 pgs)

- A. In even-numbered years, Father will have the first week of the Winter School Break commencing at 8:00 a.m. the day following the child's release from school and concluding at 8:00 p.m. on the day which is half-way through the child's Winter School Break. This period will include the Christmas Eve and Christmas Day holidays.
- B. In odd-numbered years, Father will have the second week of the Winter School Break commencing at 8:00 p.m. on the day which is half-way through the child's Winter School Break and concluding at 8:00 a.m. on the day prior school resuming. This period will include the New Year's Eve and New Year's holidays.
- C. In even-number years, Father will have the Fall School Break commencing at 8:00 a.m. the day following the child's release from school and concluding at 8:00 a.m. on the day prior school resuming.
- D. In odd-numbered years, Father will have the Spring School Break commencing at 8:00 a.m. the day following the child's release from school and concluding at 8:00 a.m. on the day prior school resuming.
- E. With 14 days advanced notice, Father may have parenting time with the child in Nevada during the school year. Said visits will be for a period not to exceed three consecutive days and the child will attend and participate in any previously-scheduled activities.
- F. All other times the child will remain in Mother's care and possession.
- G. The parents will notify each other as soon as is reasonably possible if visitation will not occur because of illness or employment obligations.
- H. Each parent will provide advance notice to the other if he or she will be moving their residence and the new address and phone number will be provided to the other parent.

10. **SUMMER PARENTING TIME.** Commencing the first Sunday after school is dismissed for the summer break, Father will have eight consecutive weeks of summer parenting time, after which time Father shall return the minor child to Mother.

11. **HOLIDAYS.** The holiday schedule supersedes regular visitation, parenting time, and vacation time, and may not be preempted unless the parents mutually agree to do so in writing.

- a. **The child's birthday:** If the Father is in Nevada or Utah on the child's birthday, the holiday will commence at 8:00 a.m. the day prior to the birthday and will conclude at 8:00 a.m. the day following the birthday. The Father will spend the holiday with the child in even-numbered years.
- b. **Easter:** Will commence at 5:00 p.m. on Friday and conclude at 5:00 p.m. on Easter Sunday. The Father will spend the holiday with the child in odd-numbered years.
- c. **Mother's Day:** Mother's Day weekend will be spent with Mother each year commencing 5:00 p.m. on Friday and concluding at 8:00 a.m. on Monday.
- d. **Father's Day:** Father's Day will be spent with Father each year and is included in Father's extended summer parenting time schedule.
- e. **Fourth of July:** July Fourth will be spent with Father each year and is included in Father's extended summer parenting time schedule.
- f. **Thanksgiving:** Thanksgiving weekend will commence at 5:00 p.m. on Wednesday and conclude at 8:00 a.m. on Sunday. The Father will spend the holiday with the child in odd-numbered years.
- g. **Christmas Eve and Christmas Day:** The schedule for the Christmas holidays is defined in the parenting time schedule in paragraph 9 above.
- h. **New Year's Eve and New Year's Day:** The schedule for the New Year's holidays is defined in the parenting time schedule in paragraph 9 above.

All holidays not specified above will be spent with Mother.

12. **SIGNIFICANT MATTERS.** The parents will discuss significant matters regarding their child in such areas as health and medical, school or general education related issues, religion, and behavioral or discipline issues which could affect both households.

13. **TRANSPORTATION.** The parent starting his/her parenting time will be responsible for providing transportation.

14. **ACTIVITIES.** The parent who has possession of the child on a day that his or her activity occurs, will be responsible for transportation. Mother and Father shall inform one another reasonably in advance of all events where a parent may participate in the child's activities or events (i.e., school plays, teacher conferences, sporting events, music recitals, etc.), even if the child is not in that parent's possession that day. Notice shall be provided in such a way that the other parent has the maximum opportunity to attend that activity or event. One parent may not plan or

schedule activities during the parenting time of the other parent, without reasonable notice and consent of the other parent.

**15. TELEPHONE, MAIL AND ELECTRONIC CONTACT WITH CHILD.** The child will have access to telephone contact, text, email or live chat (i.e., facetime) with the other parent and that each parent will have the same degree of telephone access with the child. Telephone access will be exercised each day between 5:00 p.m. and 7:00 p.m. The parent that does not have parenting time that day will place the call. The on-duty parent will assist in receiving calls from the other parent until the child reaches an age where he can initiate and receive calls unassisted. The on-duty parent will not unreasonably interfere with such access. If the child or the on-duty parent (during periods that the child needs telephone assistance) are unable to take the call when received, he or she shall text the other parent and let them know when the call can take place. The on-duty parent is responsible to make the child available for calls occurring specifically during the designated telephone time. Additional calls can take place at the discretion of the on-duty parent. When the child has his own telephone, each parent will have the phone number and will be permitted to contact the child on his cell phone while he is awake. Both parents will have reasonable mail or e-mail contact with the child.

**16. COMMUNICATION BETWEEN PARENTS.** Continued, meaningful and frequent communication between the parents and the child is a necessary element to this Plan. In this regard, the Mother and Father will encourage and foster communication between themselves and the child in order to define and meet the "parenting functions". All communications about the child shall be conducted between the biological parents only, regardless of future relationships. Mother and Father will not to exchange information through the child.

**17. COMMUNICATION WITH EXTENDED FAMILY MEMBERS.** Mother and Father shall assist the child in maintaining a positive relationship with the other parent and with other family members. Neither parent shall engage in conduct which tends to disparage the other parent or other family members, which tends to develop or maintain a negative relationship toward the other parent or other family members, or which tends to encourage the child to violate this Plan or be uncooperative in implementing it.

**18. SCHOOL RECORDS.** Mother and Father will each assist the child to the maximum extent possible to assure a quality education and will provide the other parent with information and cooperation related to educational achievements and deficiencies of the child. Mother and

Father will provide each other reasonable advance notice of any events, occurrences or decisions relevant to the child's education, to include without limitation: content of curricula or curricula changes, changes of school, testing related to post-high school education, and events related to the decision or selection of college education. All school records will be reasonably available and accessible to both the Mother and the Father. Neither the Mother nor the Father will conceal the creation, existence, or copy of any of these records from the other parent. The names of both parents shall appear on all medical and school records. Each parent is responsible for notifying the school that he or she is to be included on mailing lists and be notified of conferences and events, provided report cards, progress notes and other pertinent information.

19. **MEDICAL RECORDS AND TREATMENT.** All medical, dental, counseling, and other records will be reasonably available and accessible to both the Mother and the Father. Neither the Mother nor the Father will conceal the creation, existence, or copy of any of these records from the other parent. The names of both parents shall appear on all medical records. Each parent is responsible for notifying the health care provider that he or she wishes to receive copies of records, etc. Both parents may initiate emergency medical and/or dental treatment for the child, and will notify each other of any significant illness, injury or emergency treatment.

20. **REMEDATION.** To resolve future changes or conflicts regarding parenting functions, parenting time or this Plan, the parents shall first seek solutions through mutual agreement, without the need for judicial intervention, and in a way which minimizes the exposure of a minor child to parental conflict and if unsuccessful then through the mediation process outlined in the Nebraska Parenting Act, prior to resorting to the court system.

21. **EXECUTION OF DOCUMENTS.** Mother and Father shall each execute any and all documents necessary in the future to carry into full force and effect the terms of this Plan.

22. **MODIFICATION.** This Plan may be modified by mutual, written agreement of the parties and such modification shall be subject to approval by the Court before being incorporated into a court order.

23. **EXPIRATION.** This Plan shall expire when its terms are no longer effective with respect to the minor child. It may be terminated prior to the child reaching the age of majority only upon agreement of Mother and Father and with approval of the Court.

Nebraska Child Support Calculator  
An NSBA Member Benefit for Andrew Ferguson



Edit Values | View Permutations | Life Insurance Requirements | Deviation Worksheet | Save

Case Name: Anthony v. Kurz

Worksheet 1 - Basic Income and Support Calculation

Mother: Single / 1.5 Exemptions / Not Self Employed

Father: Single / 1.5 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$2,600.00	\$5,550.00
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$173.83	\$652.21
2.a	Taxes - Nebraska	\$36.96	\$222.25
2.b	FICA - Social Security	\$161.20	\$344.10
2.b	FICA - Medicare	\$37.70	\$80.48
2.c	Retirement	\$104.00	\$222.00
2.d	Previously Ordered Support	\$0.00	\$0.00
2.e	Regular Support for Other Children	\$0.00	\$0.00
2.f	Health Insurance Premium for Parent	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
	Child Tax Credit	(\$0.00)	(\$0.00)
2.g	Total Deductions	\$513.72	\$1,521.04
3	Net Monthly Income	\$2,086.28	\$4,028.96
4	Combined Net Monthly Income	\$6,116.25	
5	Combined Net Annual Income	\$73,382.97	
6	Each Parent's Percent	34.12%	65.88%
7	Monthly Support from Table (1 Child)	\$1,175.00	
8	Health Insurance Premium for Children	\$0.00	\$0.00
9	Total Obligation	\$1,175.00	
10	Each Parent's Monthly Share	\$400.91	\$774.09
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$0.00)
12	Each Parents' Final Share (1 Child, rounded)	\$401.00	\$774.00

Worksheet 4 - Number of Children Calculation (final shares are rounded to the nearest whole dollar)

No. Children	Table Amount	Total Including Health Ins.	Mother's Share of Total	Father's Share of Total	Mother's Final Share	Father's Final Share
1	\$1,175.00	\$1,175.00	\$400.91	\$774.09	\$401.00	\$774.00

EXHIBIT B



AACC  
DENISE A. GALLAGHER, ESQ  
Nevada Bar No. 005739  
GALLAGHER ATTORNEY GROUP, LLC  
1291 Galleria Drive, Suite 230  
Henderson, Nevada 89014  
Ph: (702) 448-1099  
denise@gallagherattorneygroup.com  
Attorney for Defendant

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

SCOTT M. ANTHONY,

Case No.: D-20-618325-C

Plaintiff,

Dept.: I

vs.

KATARINA E. KURZ,

Defendant.

**ANSWER AND COUNTERCLAIM**

COMES NOW, the Defendant, KATARINA KURZ, by and through her attorney, DENISE A. GALLAGHER, ESQ, of GALLAGHER ATTORNEY GROUP, LLC, and for her answer to the Plaintiff's Complaint for Custody Pursuant to NRS 125C, admits, denies, and alleges as follows:

1. Answering paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 of Plaintiff's Complaint on file herein, Defendant/ Counterclaimant admits each and every allegation contained therein.

2. Answering paragraph 9 of the Plaintiff's Complaint on file herein, the Defendant denies that the Court's reason for its final order was based solely on school beginning in August/September of 2019.

3. Answering paragraph 10 of the Plaintiff's Complaint on file herein, the Defendant denies the allegation that the "Nebraska judge believed there should be a joint physical custody



1 arrangement which was only interrupted by the fact that the child was now going to begin his  
2 Kindergarten school year and obviously could not continue a month-to-month custody schedule”.

3 The Defendant denies each and every other allegation contained in paragraph 10.

4 4. Answering paragraph 11, the Defendant admits each and every allegation contained  
5 therein.

6 5. Answering paragraph 12 of the Plaintiff's Complaint, the Defendant agrees that Ellis  
7 v. Carucci is the controlling authority in a modification of primary custody case. The Defendant  
8 denies each and every remaining allegation contained in paragraph 12.

9 6. Answering paragraph 13 of the Plaintiff's Complaint, Divorce, the Defendant admit  
10 each and every allegation contained therein.

11 7. Answering paragraph 14 of the Plaintiff's Complaint, the Defendant denies each and  
12 every allegation contained therein.

13 8. Answering paragraphs 15 and 16 of Plaintiff's Complaint, the Defendant admits each  
14 and every allegation contained therein.

15 WHEREFORE, Defendant prays for the following relief:

- 16 1. That the Plaintiff take nothing by way of his Complaint on file herein;
- 17 2. That the Court award the Defendant attorney's fees for the necessity of having to retain  
18 counsel to defend this action; and
- 19 3. For such other and further relief as the Court may deem necessary and proper in the  
20 premises.

21 **COUNTERCLAIM**

22 COMES NOW, the Defendant/Counterclaimant, KATARINA KURZ, by and through her  
23 attorney, DENISE A. GALLAGHER, ESQ., of GALLAGHER ATTORNEY GROUP, LLC, and  
24

1 for her cause of action against the Plaintiff/ Counterdefendant, SCOTT ANTHONY, alleges and  
2 states as follows:

3 **I.**

4 That the parties were divorced by way of a trial in the State of Nebraska in 2019. A copy  
5 of their Decree of Divorce is attached to the Plaintiff's Complaint as Exhibit A.  
6

7 **II.**

8 That the parties are the parents of one (1) minor child born during the marriage, to-wit:  
9 MICHAEL SCOTT ANTHONY, born February 23, 2014. All issues regarding the custody, care  
10 and support of the minor child were settled in the parties' Decree of Divorce.  
11

12 **III.**

13 The Court, at the time of trial, made best interest findings and awarded sole legal and sole  
14 physical custody to the Defendant/Counterclaimant.  
15

16 **IV.**

17 That Nevada is the home state of the minor child.

18 **V.**

19 That the Defendant moving to Nevada is not a sufficient change of circumstances to  
20 disturb an order for sole legal and sole physical custody.  
21

22 **VI.**

23 That based upon the Plaintiff's relocation, a modification of both visitation and holidays  
24 should occur with the parties attempting resolution through the Family Mediation Center.  
25

26 **VII.**

27 That no modification of the Plaintiff's child support should occur.  
28

VIII.

That there is community property belonging to the parties, the exact amounts and descriptions of which are unknown to Defendant at this time, and thus, Defendant prays leave of the Court to amend this Complaint to insert the same when they have come known to her or at the time of the trial in this matter; that this Court should make a fair and equitable division of all the community property of the parties.

IX.

That the Plaintiff should continue to cover the minor child on his medical insurance at his sole cost.

X.

That it has been necessary for Defendant to engage the services of an attorney to prosecute this action and Plaintiff should be ordered to pay Defendant's reasonable attorney's fees and costs in this matter pursuant to Wright v. Osburn, 970 P.2d 1071 (1998) and NRS 18 et.seq.

WHEREFORE, the Defendant/Counterclaimant prays for judgment as follows:

1. That she be granted the relief requested in her Counterclaim;
2. For an award of attorney's fees; and
3. For such other and further relief as the Court may deem necessary and proper in the premises.

DATED this 30th day of December, 2020.

GALLAGHER ATTORNEY GROUP, LLC

By: 

DENISE A. GALLAGHER, ESQ.

Nevada Bar No. 005739

1291 Galleria Drive, Suite 230

Henderson, Nevada 89014

Attorney for Defendant

**VERIFICATION**

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK       )

The Defendant, KATARINA KURZ, being first duly sworn, deposes and states:

That I am the Defendant in the above-entitled action. I have read the foregoing Counterclaim and know the contents thereof; that the pleadings are true and correct to the best of my knowledge, except as to those matters herein stated on information and belief, and as to those matters, I believe them to be true.

  
KATARINA KURZ

SUBSCRIBED and SWORN to before me  
this 29<sup>th</sup> day of December, 2020.

  
NOTARY PUBLIC in and for  
said County and State



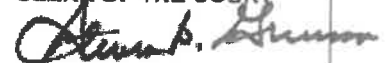
DAVID M. GRANT  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt. No. 06-102843-1  
My Appt. Expires Feb. 7, 2022

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of Gallagher Attorney Group, LLC, and that on the 30<sup>th</sup> day of December, 2020, I caused a true and correct copy of the foregoing Answer and Counterclaim, to be served pursuant to EDCR 8.05 via the Eighth Judicial District Court's E-Filing System, to the following:

Joseph W. Houston, II, Esq.  
jwh7408@yahoo.com  
*Attorney for Plaintiff*

/s/ Esthela Silva  
An Employee of Gallagher Attorney Group, LLC



JOSEPH W. HOUSTON II, ESQ.  
State Bar #1440  
430 South 7th Street  
Las Vegas, Nevada 89101  
(702) 982-1200  
jwh7408@yahoo.com  
Attorney for Plaintiff  
SCOTT M. ANTHONY

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

SCOTT M. ANTHONY,  
Plaintiff,

vs.

KATARINA R. KURZ,  
Defendant.

**CASE NO. D-20-618325-C  
DEPT. NO. I**

**REPLY TO COUNTERCLAIM**

COMES NOW, the Counter-Defendant, SCOTT M. ANTHONY, by and through his attorney Joseph W. Houston II, Esq., and for his Reply to the Counterclaim alleges as follows:

1. Counter-Defendant admits the allegations of paragraphs 1, 2, 3, 4 and 6 of the Counterclaim.


2. Counter-Defendant denies the allegations of paragraphs 5, 7, 8 and 10 of the Counterclaim.

3. That as to paragraph 9, the Counter-Defendant admits that he should maintain medical insurance through his employment for the minor child, but

1 requests the Court to order that each party pay one-half of the cost of adding the  
2 minor child to said insurance.

3 WHEREFORE, Counter-Defendant requests that he be awarded the relief  
4 set forth in the Complaint for Divorce on file herein.  
5

6 Dated this 11 day of January, 2021.  
7

8  
9  
10   
11 Joseph W. Houston II, Esq.  
12 State Bar #1440  
13 430 South 7th Street  
14 Las Vegas, Nevada 89101  
15 (702) 982-1200  
16 Attorney for Plaintiff/Counter-Defendant

17 VERIFICATION

18 STATE OF NEVADA)

19 ) ss:

20 COUNTY OF CLARK)

21 I, SCOTT M. ANTHONY, declare under penalty of perjury that the  
22 forgoing is true and correct:

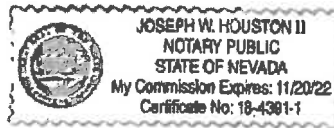
23 That I am the Plaintiff/Counter-Defendant in the above-entitled action,  
24 that I have read the above and foregoing REPLY TO COUNTERCLAIM,  
25 knows the contents thereof, and that the same is true of his own knowledge,  
26 except for those matters therein stated on information and belief, and as for  
27 ...  
28

1 those matters he believes them to be true.

2 Dated on this 16<sup>th</sup> day of January, 2021.

3  
4  
5 SCOTT M. ANTHONY

6 SUBSCRIBED and SWORN to  
7 before me this 1 day of  
8 January, 2021.



12  
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Notary Public in and for said  
County and State

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Joseph W. Houston II, Esq. and  
that on the 11 day of January, 2021, I served a true and  
correct copy of the above and forgoing REPLY TO COUNTERCLAIM on the  
parties addressed as shown below:

Denise A. Gallagher, Esq.  
GALLAGHER ATTORNEY GROUP, LLC

X

Via Electronic Service [NEFR Rule 9]

Via Facsimile [EDCR 7.26(a)]

Via U.S. Mail [NRCP 5(b)]

W. Houston II

An Employee of JOSEPH W. HOUSTON II, ESQ.





1 NEOJ  
2 DENISE A. GALLAGHER, ESQ.  
3 Nevada Bar No. 005739  
4 GALLAGHER ATTORNEY GROUP, LLC  
5 1291 Galleria Drive, Suite 230  
6 Henderson, Nevada 89014  
7 Ph: (702) 448-1099  
8 denise@gallagherattorneygroup.com  
9 Attorney for Defendant

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA  
8 FAMILY DIVISION

9 SCOTT M. ANTHONY,

10 Plaintiff,

11 vs.

12 KATARINA E. KURZ,

13 Defendant.

Case No.: D-20-618325-C

Dept.: I

14 **NOTICE OF ENTRY OF ORDER FROM JANUARY 25, 2021 PETITION HEARING**

15 Please take notice that an Order from the January 25, 2021 Petition Hearing was entered in  
16 this matter on the 29<sup>th</sup> day of March 2021, a copy of which is attached hereto.

17 DATED this 29<sup>th</sup> day of March 2021.

18  
19 GALLAGHER ATTORNEY GROUP, LLC

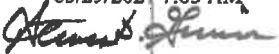
20  
21 By: /s/ Denise A. Gallagher, Esq.  
22 DENISE A. GALLAGHER, ESQ.  
23 Nevada Bar No. 005739  
24 1291 Galleria Drive, Suite 230  
25 Henderson, Nevada 89014  
Attorney for Defendant

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CLERK OF THE COURT

**ORDER**

DENISE A. GALLAGHER, ESQ.  
Nevada Bar No. 005739  
GALLAGHER ATTORNEY GROUP, LLC  
1291 Galleria Drive, Suite 230  
Henderson, Nevada 89014  
Ph: (702) 448-1099  
denise@gallagherattorneygroup.com  
Attorney for Defendant

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

SCOTT M. ANTHONY,  
Plaintiff,

Case No.: D-20-618325-C

Dept.: I

vs.

KATARINA E. KURZ,  
Defendant.

**ORDER FROM JANUARY 25, 2021 PETITION HEARING**

This matter, having come on for a Hearing on the Plaintiff's Petition; the Defendant, KATARINA E. KURZ ("Katarina"), present via BlueJeans video with her attorney, DENISE A. GALLAGHER, ESQ., of Gallagher Attorney Group, LLC; the Plaintiff, SCOTT M. ANTHONY ("Scott"), present via BlueJeans video with his attorney, JOSEPH W. HOUSTON II, ESQ.; the Court, having reviewed the history of the case, the pleadings and papers on file, having heard the argument of counsel and being fully apprised in the premises, hereby finds:

The Court noted Exhibit I, the Nebraska Divorce Decree, was not provided. The Nebraska Divorce Decree needs to be filed in this case.

The COURT ORDERED that Counsel shall file the Nebraska Divorce Decree in this case.

THE COURT FURTHER ORDERED that the parties are referred to Family Mediation

1 Center (FMC).

2 THE COURT FURTHER ORDERED that the parties shall file their current email  
3 addresses with the Court.

4 THE COURT FURTHER ORDERED that a Return Hearing from FMC Mediation is set  
5 for March 10, 2021 at 9:30 a.m.

6 THE COURT FURTHER ORDERED that a Case Management Conference is set for  
7 March 10, 2021 at 9:30 a.m.

8 DATED this \_\_\_\_\_ day of March 2021.

9 Dated this 29th day of March, 2021

10   
11 DISTRICT COURT JUDGE

12 FFA 235 D5BD 339B

13 Sunny Bailey  
14 District Court Judge

15 Submitted by:

Approved as to form and content:

16 GALLAGHER ATTORNEY GROUP, LLC

17 By: 

18 DENISE A. GALLAGHER, ESQ.  
19 Nevada Bar No. 005739  
1291 Galleria Drive, Suite 230  
Henderson, Nevada 89014  
Attorney for Defendant

20 By: 

21 JOSEPH W. HOUSTON II, ESQ.  
22 Nevada Bar No. 001440  
23 430 South 7<sup>th</sup> Street  
24 Las Vegas, Nevada 89101  
25 Attorney for Plaintiff

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4  
5  
6 Scott M. Anthony, Plaintiff.

CASE NO: D-20-618325-C

7 vs.

DEPT. NO. Department I

8 Katarina E. Kurz, Defendant.

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/29/2021

15 Denise Gallagher

denise@gallagherattorneygroup.com

16 Joseph Houston, II

jwh7408@yahoo.com

17 Esthela Silva

esthela@gallagherattorneygroup.com



1 NEOJ  
2 DENISE A. GALLAGHER, ESQ.  
3 Nevada Bar No. 005739  
4 GALLAGHER ATTORNEY GROUP, LLC  
5 1291 Galleria Drive, Suite 230  
6 Henderson, Nevada 89014  
7 Ph: (702) 448-1099  
8 denise@gallagherattorneygroup.com  
9 Attorney for Defendant

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA  
8 FAMILY DIVISION

9 SCOTT M. ANTHONY,

10 Plaintiff,

11 vs.

12 KATARINA E. KURZ,

13 Defendant.

Case No.: D-20-618325-C

Dept.: I

14 **NOTICE OF ENTRY OF ORDER FROM MARCH 10, 2021 RETURN HEARING AND**  
15 **CASE MANAGEMENT CONFERENCE**

16 Please take notice that an Order from the March 10, 2021 Return Hearing and Case  
17 Management Conference (CMC) was entered in this matter on the 28<sup>th</sup> day of March 2021, a copy  
18 of which is attached hereto.

19 DATED this 29<sup>th</sup> day of March 2021.

20 GALLAGHER ATTORNEY GROUP, LLC

21 By: /s/ Denise A. Gallagher, Esq.

22 DENISE A. GALLAGHER, ESQ.

23 Nevada Bar No. 005739

24 1291 Galleria Drive, Suite 230

25 Henderson, Nevada 89014

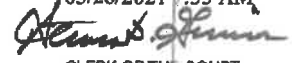
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of Gallagher Attorney Group, LLC and that on the 29<sup>th</sup> day of March 2021, I caused a true and correct copy of the foregoing Notice of Entry of Order from the March 10, 2021 Return Hearing and CMC via the Eighth Judicial District Court's E-Filing System, on the following:

Joseph W. Houston, Esq.  
jwh7408@yahoo.com  
*Attorney for Plaintiff*

/s/ Esthela Silva  
An Employee of Gallagher Attorney Group, LLC

  
CLERK OF THE COURT

**ORDER**

DENISE A. GALLAGHER, ESQ.  
Nevada Bar No. 005739  
GALLAGHER ATTORNEY GROUP, LLC  
1291 Galleria Drive, Suite 230  
Henderson, Nevada 89014  
Ph: (702) 448-1099  
denise@gallagherattorneygroup.com  
Attorney for Defendant

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

SCOTT M. ANTHONY,  
Plaintiff,

Case No.: D-20-618325-C  
Dept.: I

vs.

KATARINA E. KURZ,  
Defendant.

**ORDER FROM MARCH 10, 2021 RETURN HEARING AND CASE MANAGEMENT  
CONFERENCE**

This matter, having come on for a Return Hearing from Family Mediation Center (FMC) and a Case Management Conference; the Defendant, KATARINA E. KURZ ("Katarina"), present via BlueJeans video with her attorney, DENISE A. GALLAGHER, ESQ., of Gallagher Attorney Group, LLC; the Plaintiff, SCOTT M. ANTHONY ("Scott"), present via BlueJeans video with his attorney, JOSEPH W. HOUSTON II, ESQ.; the Court, having reviewed the history of the case, the pleadings and papers on file, having heard the argument of counsel and being fully apprised in the premises, hereby finds:

The Court noted the parties filed their Nebraska Decree of Divorce. Court further noted the parties were able to reach a partial Parenting Agreement during mediation, which includes joint legal custody and a holiday schedule.

///



1       Upon inquiry, the Katarina advised she allows Scott frequent visitation with the minor  
2 child; Scott has visitation with the minor on Thursdays after school, until Saturday. Katarina  
3 further advised her parents or husband help facilitate the exchanges.

4       Attorney Houston stated concerns with Katarina's inability to co-parent, he advised the  
5 matter needs to be set for trial.

6       Discussion held regarding setting the matter for trial.

7       The COURT ORDERED that Katarina and Scott shall file an updated Financial  
8 Disclosure Form (FDF) thirty (30) days prior to trial.

9       THE COURT FURTHER ORDERED that discovery shall be open and shall close thirty  
10 (30) days prior to trial.

11       THE COURT FURTHER ORDERED that this matter is set for a Non-Jury Trial on June  
12 14, 2021 at 9:00 a.m. (Half day, 90 minutes per side) regarding custody of Michael Scott Anthony,  
13 the minor child. Department I shall prepare and issue a Trial Management Order.

14       THE COURT FURTHER ORDERED that a Calendar Call is set on June 2, 2021 at 11:30  
15 a.m.

16  
17 ///

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25 ///

1 THE COURT FURTHER ORDERED that Pre-Trial Memorandums, Witness Lists and  
2 Exhibits shall be due by June 2, 2021.

3 DATED this \_\_\_\_\_ day of March 2021.

4 Dated this 28th day of March, 2021


5   
6 DISTRICT COURT JUDGE


7  
8 25B BFC 4927 01B7  
Sunny Bailey  
District Court Judge

9 Submitted by:

Approved as to form and content:

10 GALLAGHER ATTORNEY GROUP, LLC

11 By:   
12 DENISE A. GALLAGHER, ESQ.  
13 Nevada Bar No. 005739  
1291 Galleria Drive, Suite 230  
14 Henderson, Nevada 89014  
Attorney for Defendant

By:   
JOSEPH W. HOUSTON II, ESQ.  
Nevada Bar No. 001440  
430 South 7<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Attorney for Plaintiff

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4  
5  
6 Scott M. Anthony, Plaintiff.

CASE NO: D-20-618325-C

7 vs.

DEPT. NO. Department I

8 Katarina E. Kurz, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/28/2021

15 Denise Gallagher

denise@gallagherattorneygroup.com

16 Joseph Houston, II

jwh7408@yahoo.com

17 Esthela Silva

esthela@gallagherattorneygroup.com

1 **EXHS**  
2 DENISE A. GALLAGHER, ESQ.  
3 Nevada Bar No. 005739  
4 GALLAGHER ATTORNEY GROUP, LLC  
5 1291 Galleria Drive, Suite 230  
6 Henderson, Nevada 89014  
7 Ph: (702) 448-1099  
8 denise@gallagherattorneygroup.com  
9 Attorney for Defendant

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

9 SCOTT M. ANTHONY,

10 Plaintiff,

11 vs.

12 KATARINA E. KURZ,

13 Defendant

Case No.: D-20-618325-C

Dept: I

14 **DEFENDANT'S TRIAL EXHIBITS**

15 A. USAA Account Statements, account ending in 100-7: June 2020 through February 2021.

16 [DEF001 – DEF043].

17 B. Defendant's 2018 Individual Income Tax Return. [DEF044 – DEF056].

18 C. Defendant's 2019 Individual Income Tax Return. [DEF057 – DEF063].

19 D. Transcript of Proceedings, District Court of Douglas County, in Omaha, Nebraska, on

20 July 29, 2019: Case No.: CI18-2098. [DEF064 – DEF310]

21 E. Exhibits 1 through 10 accompanying the transcript of proceedings on July 29, 2019.

22 [DEF311 – DEF379]

23 F. Exhibits 18 through 36 accompanying the transcript of proceedings on July 29, 2019.

24 [DEF380 – DEF484]

25 ///

1 G. District Court of Nebraska's Findings in case CI 18-2098, in letter dated August 16, 2019.  
2 [DEF485 – DEF488].

3 DATED this 26<sup>th</sup> day of May 2021.

4 GALLAGHER ATTORNEY GROUP, LLC

5  
6 By: /s/ Denise A. Gallagher, Esq.  
7 DENISE A. GALLAGHER, ESQ.  
8 Nevada Bar No. 005739  
9 1291 Galleria Drive, Suite 230  
10 Henderson, Nevada 89014  
11 Attorney for Defendant  
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Joseph W. Houston, II, Esq.  
jwh7408@yahoo.com  
*Attorney for Plaintiff*

/s/ Esthela Silva  
An Employee of Gallagher Attorney Group, LLC

# EXHIBIT G

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State of Nebraska  
**District Court of Nebraska**  
Fourth Judicial District

**JUDGE J. MICHAEL COFFEY**  
HALL OF JUSTICE  
OMAHA, NEBRASKA 68183-0410  
402-444-1997  
FAX 402-996-8160

**PATTY SPAWN**  
BAILIFF

**MARY S. McKEEVER, RPR**  
COURT REPORTER

August 16, 2019

Philip B. Katz  
Attorney at Law  
11605 Miracle Hills Drive, Suite 300  
Omaha, NE 68154

Andrew M. Ferguson  
Attorney at Law  
10404 Essex Court, Suite 100  
Omaha, NE 68114

Re: Scott M. Anthony, Plaintiff, vs. Katrina E. Kurz, Defendant.  
CI 18 - 2098

Dear Counsel:

On the 29<sup>th</sup> day of July, 2019 this matter came on for trial on the Plaintiff's complaint and the Defendant's answer and amended counterclaim. The Plaintiff appeared with counsel Philip B. Katz and the Defendant appeared with counsel Andrew M. Ferguson. Evidence was adduced and the matter was taken under advisement.

The Court finds as follows:

1. **JURISDICTION.** The parties were married in Las Vegas, Nevada on the 1<sup>st</sup> day of August, 2018. The Plaintiff has been a resident of the State of Nebraska for more than one year at the time this action was filed. Neither of the parties is a member of the Armed Forces of the United States nor subject to call therein. There are no other actions pending between the parties for legal separation, divorce or annulment. The statutory waiting period in the case has elapsed and the Court has full and complete jurisdiction over the subject matter of this action and the parties to this proceeding.
2. **DISSOLUTION.** There has been a breakdown in the marriage relationship of the parties such that the legitimate objects of this marriage are no longer being served. Further efforts at reconciliation would not be useful. The marriage is irretrievably broken and should be dissolved.

**APP0045**



3. **REMOVAL.** One child has been born of the marriage, to wit: Michael Scott Anthony, born in 2014. Prior to the filing of this action the Defendant and the minor child moved to Las Vegas, Nevada in February of 2018. The Defendant has requested that the Court allow her to permanently remove the minor child to the State of Nevada. Since the temporary order was entered on May 8, 2018, the parties have split parenting time with the minor child on a 50/50 basis. Originally parenting time for each was a two week on and two week off schedule but by agreement they have been exercising a one month on and one month off schedule. Because the Plaintiff resides and is employed in Omaha the 50/50 split of parenting time is no longer feasible as the minor child is set to begin grade school in August of this year. The parties moved to Omaha in 2012. The Defendant has no relatives in the Omaha area. The Plaintiff's brother, sister in law, two nephews and a niece reside in the Omaha area. The Defendant has struggled with methamphetamine and alcohol additions. After leaving Omaha in 2018 she suffered a seizure in Sidney, Nebraska and was transferred to a Colorado hospital where she was diagnosed as suffering from acute alcohol withdraw with seizures, acute alcoholic liver disease and developing cirrhosis of the liver. She was admitted on February 6, 2018 and discharged on February 10, 2018. The evidence supports a finding that she moved from Omaha because of the deteriorating marriage of the parties and because she had suffered physical abuse by the Plaintiff. Since relocating to Las Vegas the Defendant has undergone treatment and denies any continued alcohol or drug use. The Defendant's parents, sister and numerous nieces and nephews reside in Las Vegas and the minor child's paternal great grandparents, paternal grandparents and two great aunts and uncles reside in Parowan, Utah which is three hours from Las Vegas, Nevada. The Court finds that the Defendant has minimal contacts with Omaha and because of the extremely negative relationship between she and the Plaintiff, Defendant has a legitimate reason for leaving the State of Nebraska.

**Parents' motives:** The Court having found that the Defendant's motives for moving are legitimate it must next consider the motives of each parent in proposing and resisting the move as part of determining what is in the best interests of the minor child. The Defendant is gainfully employed, lives with her parents and has family support in Nevada. The Plaintiff has resisted removal due to his relationship with the minor child. The Court finds that the Plaintiff has a legitimate motive to resist removal while the Defendant has legitimate motives to support removal.

**Child's quality of life:** The evidence suggests that the move to Las Vegas will enhance the quality of life for the Defendant and the minor child. She is now gainfully employed and resides in an area where many of her close family members live. There is no evidence that the housing in Las Vegas is better than the housing in Omaha and there is insufficient evidence to determine whether Las Vegas schools are in some way superior to Omaha schools and, therefore, those factors have been given little or no weight by the Court. Each of the parties enjoy a close and loving relationship with the minor child.

**Impact on non-custodial parent's visitation:** The Court finds that the frequency of the Plaintiff's parenting time with the minor child will be diminished by a move from Omaha to Las Vegas and further finds that the Plaintiff's court ordered parenting time opportunities will provide him with meaningful visitation with the minor child.

The Court having found that the Defendant has a legitimate reason to move to Las Vegas from Omaha further finds that it is in the best interests of the minor child that the Defendant be allowed to remove him from Omaha to reside with her in Las Vegas, Nevada. The Court accepts the conditions of the Defendant's proposed parenting plan except that paragraph 9 (A) should be modified to indicate during the summer months when the child is not in school, the father shall have summer parenting time commencing the first Sunday after school is dismissed for the summer break. Said summer parenting time shall continue for eight consecutive weeks at which time the father shall return the child to the mother's home. All parenting time not specifically set out to the father shall be considered the mother's parenting time. The father may have parenting time in Las Vegas with the minor child during the school year upon two weeks notice to mother for up to three consecutive days.

4. **CHILD SUPPORT.** Plaintiff shall pay child support in the amount of \$774.00 per month to the Plaintiff commencing on the 1<sup>st</sup> day of September, 2019 and continuing on the 1<sup>st</sup> day of each month thereafter until said minor child reaches the age of majority, dies, becomes emancipated or until further order of the court. The Plaintiff's child support obligation shall be reduced to \$250.00 per month for the months of June and July in each year where the Plaintiff exercises his eight consecutive weeks of summer parenting time.
5. **HEALTH INSURANCE.** Each party shall be responsible for providing their own health insurance. Plaintiff shall maintain health (medical, dental, vision) insurance on the minor child of parties provided that it remains available at a reasonable cost through his employer, until such time as the minor child reaches the age of majority, dies, marries, becomes emancipated or until further order of the Court.
6. **UNCOVERED HEALTHCARE EXPENSES FOR THE MINOR CHILD.** Plaintiff shall be responsible for paying the first \$480.00 of all non-reimbursed reasonable and necessary healthcare expenses for the minor child per calendar year. After payment of the first \$480.00 in uncovered medical expenses for the minor child the parties shall divide any remaining uncovered reasonable and necessary healthcare costs for the minor child with the Plaintiff being responsible for 66% of said costs and the Defendant being responsible for 34% of said costs. Plaintiff/Defendant shall provide Plaintiff/Defendant with written evidence of the actual expenses and Plaintiff/Defendant shall remit his/her percentage of said cost directly to Plaintiff/Defendant within fifteen days.
7. **CHILDCARE.** Commencing on the 1<sup>st</sup> day of September, 2019 the Plaintiff shall be responsible for and pay 66% of all childcare expenses which are due to the employment of the Defendant or necessary to allow the parent to obtain training or education to enhance her earning potential. Defendant shall be responsible and pay 34% of any childcare expenses incurred by the Plaintiff due to his employment or to allow him to obtain training or education to enhance his earning potential. The owing party shall reimburse the other party for his or her share of childcare expenses within ten days of receiving proof of payment.
8. **DEPENDENCY EXEMPTION.** The parties will alternate the minor child as a dependent exemption with the Plaintiff claiming the minor child in odd years and the Defendant claiming the minor child in even years.

- 9. 2019 TAX RETURNS.** The parties will file separate Federal and State tax returns for the 2019 tax year.
- 10. MOTOR VEHICLES.** Each party shall retain the vehicle in that person's possession and will pay and hold the other harmless from any indebtedness thereon.
- 11. HOUSEHOLD GOODS AND FURNISHINGS.** Each party shall retain the household goods and furnishings and other personal property in their possession.
- 12. RETIREMENT, PENSION AND INVESTMENT ACCOUNTS.** Each party shall be awarded as their sole and separate property any and all pension plans, 401k plans, tradition or Roth individual retirement accounts free and clear of any interest of the other.
- 13. STOCKS, BONDS.** Each party shall retain exclusive ownership of any stocks and/or bonds that they currently have in their name or under their dominion and control free and clear of any claim by the other.
- 14. CHECKING, SAVINGS ACCOUNTS, CERTIFICATES OF DEPOSIT, MONEY MARKET ACCOUNTS.** Each party shall retain exclusive ownership of any savings accounts, checking, certificates of deposit, money market accounts and any other form of deposit account in their name or under their dominion and control free and clear of any claim of the other.
- 15. CASH ON HAND.** Each party shall be awarded any cash in their possession free and clear of the other.
- 16. DEBTS.** Each party shall pay any debt incurred by the party since the date of separation and shall further pay any debt in that party's name.
- 17. ALIMONY.** Neither party shall pay alimony.
- 18. STUDENT LOANS.** Each party will be responsible for his or her indebtedness on any student loan and shall hold the other harmless therefrom.
- 19. ATTORNEY FEES.** Neither party is awarded attorney fees.

The attorney for the Defendant shall prepare and submit a decree of dissolution incorporating the Court's findings on or before the 6<sup>th</sup> day of September, 2019..

Very Truly Yours,

  
J. Michael Coffey  
District Judge

JMC:pls

APP0048

1 TRANS

FILED

SEP 16 2021

*Sharon A. Hoffman*  
CLERK OF COURT

COPY

5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8 SCOTT M. ANTHONY, )  
9 Plaintiff, ) CASE NO. D-20-618325-C  
10 vs. ) APPEAL NO. 83231  
11 KATARINA E. KURZ, ) DEPT. I  
12 Defendant. )  
13

14 BEFORE THE HONORABLE SOONHEE BAILEY  
15 DISTRICT COURT JUDGE

16 TRANSCRIPT RE: NON-JURY TRIAL

17 MONDAY, JUNE 14, 2021

18 APPEARANCES:

19 The Plaintiff: SCOTT M. ANTHONY  
20 For the Plaintiff: JOSEPH HOUSTON, ESQ.  
430 South 7th Street  
21 Las Vegas, Nevada 89101  
(702) 982-1200  
22 The Defendant: KATARINA E. KURZ  
23 For the Defendant: DENISE GALLAGHER, ESQ.  
1291 Galleria Drive  
24 Henderson, Nevada 89014  
(702) 448-1099

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I N D E X O F W I T N E S S E S

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
SCOTT ANTHONY	20	38	48	--
KATARINA KURZ	51	59	--	--
<u>DEFENDANT'S</u> <u>WITNESSES:</u>				
(None presented)				

\* \* \* \* \*

I N D E X O F E X H I B I T S

<u>PLAINTIFF'S</u> <u>EXHIBITS:</u>	<u>ADMITTED</u>
1 - Court order (Nebraska)	17
2 - Nebraska decree	6
6 - Transcript	14
<u>DEFENDANT'S</u> <u>EXHIBITS:</u>	
A, B, and C - FDFs/Tax returns	19
D - Transcript	14

1 LAS VEGAS, NEVADA

MONDAY, JUNE 14, 2021

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 10:19:46)

4

5 THE COURT: We are on the record with Anthony vs.  
6 Kurz. This is D-618325. Mr. Houston, can I get your  
7 appearance for the record, as well as that of your client?

8 MR. HOUSTON: Sure. Joe Houston, bar number 1440,  
9 for Mr. Anthony who's present.

10 MS. GALLAGHER: Denise Gallagher, bar number 5739.  
11 I am Counsel for the Defendant Katarina Kurz, who's present.

12 THE COURT: And thank you.

13 And we're still under administrative order, so  
14 everyone's wearing masks as well. I'm just going to let the  
15 parties know that when you testify, we did leave some Lysol  
16 there wipes so you can wipe down the area when you leave if  
17 you could. And then we can go from there. So masks are  
18 required.

19 We do have the TV screen where I can share any  
20 exhibits just so everyone's aware. So anything that can be  
21 seen.

22 I need to take care of a few preliminary matters on  
23 this first. Actually, there's quite a few on this point I  
24 think we can all agree.

1           The first one I'm going to start with is, it's not  
2   disputed that there is a Nebraska decree that was entered  
3   after trial, and that is the center of our litigation today,  
4   because there's a -- essentially a motion to modify that.

5           Would you agree with that, Mr. Houston?

6           MR. HOUSTON: Yes, Your Honor.

7           THE COURT: Ms. Gallagher, would --

8           MS. GALLAGHER: Yes, Your Honor.

9           THE COURT: -- you agree as well?

10          MS. GALLAGHER: Yes.

11          THE COURT: What I didn't see happen is that, Mr.  
12   Houston, you never actually registered the actual decree of  
13   dissolution of marriage that was entered on September 19th,  
14   2019. So actually, we need to confirm the registration of  
15   that child custody determination.

16          Ms. Gallagher, do you have any objection to that?

17          MS. GALLAGHER: I don't have any objection to the  
18   registration of the decree.

19          THE COURT: Thank you. Then what I'm going to do at  
20   this point is I am going to find that a decree of dissolution  
21   of marriage was entered on September 19th, 2019, in Douglas  
22   County, Nebraska. That was Exhibit A to the complaint for  
23   custody, which was actually a modification of timeshare that  
24   Mr. Houston filed on January 29th and that the Defendant's not

1 contesting it so therefore, I will confirm the registration of  
2 the decree pursuant to NRS 125A.165. And what I'm going to do  
3 at this time is enter an actual order so that way there's no  
4 issues about jurisdiction. So give me just one moment.

5 Mr. Houston, if when you get back to the office, if  
6 you don't mind going ahead and getting a notice of entry of  
7 that order as well for today.

8 MR. HOUSTON: That's fine.

9 THE COURT: All right. Let me do that first. And  
10 then we have some things to clear up. Counsels and I were --  
11 were -- we had a little discussion and I want the parties to  
12 be aware, this is not an issues that comes up for us very  
13 often as far as just all the different things that were going  
14 on with Nebraska. We don't know Nebraska, we're not  
15 practicing attorneys there, so we don't know what courts do or  
16 don't do, just as Nebraska courts usually don't know what we  
17 do. And so we have some issues about some potential exhibits  
18 and what we need to do with them based upon our rules of  
19 evidence.

20 So the first thing we have is the decree that I  
21 believe -- can I get a stipulation that no one is disputing  
22 that we can admit that as evidence at this time?

23 MS. GALLAGHER: Yes, Your Honor.

24 MR. HOUSTON: Yes, Your Honor.



1 THE COURT: So that shall be --

2 MR. HOUSTON: That's my Exhibit Number 2, Judge.

3 THE COURT: All right. Exhibit 2.

4 (COURT AND CLERK CONFER BRIEFLY)

5 THE COURT: So that's Exhibit 2 shall be admitted.

6 (Plaintiff's Exhibit 2 admitted)

7 THE COURT: And one moment while I'm doing all this,  
8 I'm just kind of waiting for my (indiscernible) post to pop  
9 up, it's a little slow today. And so that's the first thing  
10 we're going to start with.

11 There's also some other exhibits -- thank you so  
12 much. Get me a copy, too. Tell me when you're ready.

13 So I'm starting with Exhibit 2, so that's going to  
14 be with no objection it will be admitted.

15 The other thing that we have is that I believe that  
16 I have each person did a transcript with exhibits. So I don't  
17 know which -- I know you both did that. So at this point, can  
18 I just admit both transcripts of the proceedings?

19 MS. GALLAGHER: Yes, Your Honor. My exhibit of the  
20 transcript is Exhibit Number 6.

21 THE COURT: And Ms. Gallagher's is Exhibit D?

22 MS. GALLAGHER: Mine's D.

23 THE COURT: And is there any objection to that?

24 MS. GALLAGHER: No.

1 MR. HOUSTON: No.

2 THE COURT: All right. And at this point, Ms.  
3 Gallagher, you have offered -- well, I'm going to say were  
4 offered. We discussed a district court of Nebraska findings  
5 in a letter that was August 16th, 2019, and I'm going to just  
6 say for the record that essentially you're offering that at  
7 this time, and you offered it as a business record because it  
8 included in there, it's a letter from the Judge, outlining  
9 findings and stating that he makes findings and that the --  
10 the attorneys were to turn it into an order.

11 I don't think there's any dispute as to that. The  
12 dispute is to what type of document is that. It's not a court  
13 order, because it has not become an order yet, and the biggest  
14 issue that we had is it's hearsay and whether or not we had a  
15 hearsay exception. So Ms. Gallagher, did you want to go ahead  
16 and just kind of make your record on that and offer of proof,  
17 so that way we can start with that?

18 MS. GALLAGHER: Your Honor, although I'm not a  
19 Nebraska licensed attorney, I -- I would say that -- that my  
20 offer of proof that it might overcome a hearsay objection is  
21 that it is a record kept in a normal course of business by the  
22 courts, akin to us asking a judge to take a matter under  
23 advisement, that judge must get their decision to us in some  
24 way, shape or form, sometimes the judge will prepare its own

1 findings of fact, conclusions of law and decree of divorce,  
2 such as Department E will often do that, Department Q will  
3 often do that.

4           There are other judges who simply issue minutes and  
5 it is up to the attorneys to then go ahead and fashion a  
6 decree of divorce that contains those findings.

7           I would say that this is a record kept in the normal  
8 course of business in Nebraska and by some scrivener's error  
9 or over -- something being overlooked by one of the attorneys  
10 who prepared the decree or just sheer laziness in my opinion,  
11 the decree did not contain any of the court's findings, but it  
12 did contain his ultimate decision which was that sole legal  
13 and sole physical custody should be vested in my client.

14           So I would just argue that it should be admitted  
15 into evidence.

16           THE COURT: Thank you. And Mr. Houston, do you want  
17 to put yours on the record as well?

18           MR. HOUSTON: Yes, Judge. First of all, I agree  
19 that this is a hearsay document. We don't know the normal  
20 course of the rules in Nebraska. At most it's similar to a  
21 minute order, at most. And the Nevada Supreme Court has  
22 indicated that that minute order is of no effect whatsoever  
23 and isn't even to be considered. And so, the ruling is -- the  
24 custody ruling contains no findings of fact against either

1 party or any actual reason why the judge ruled as the judge  
2 did. And certainly if that was important in this case and the  
3 Defendant believed that that judge made an oversight or -- or  
4 something when that judge really was ruling that -- something  
5 against my client, then they've had what, six months to go  
6 back in front of that judge and ask that judge to clarify that  
7 ruling that was made or to try to amend that order and add  
8 language in there, and obviously, that didn't happen.

9           And I think the reason that didn't happen is because  
10 the transcript that was admitted in there, the judge tried to  
11 make it clear, could have made it clearer, that he wasn't  
12 making any finding against my client as far as any actual  
13 finding that he committed battery on her, committed domestic  
14 violence or anything else.

15           So -- so perhaps if he'd have gone -- if they'd have  
16 gone back and done that, that judge could have cleared it up.  
17 But now they want you to guess at what's going on here, so.

18           THE COURT: All right. And at this point, I  
19 understand the frustration I think that we're all about to  
20 have, because I'm just going to let the parties know, I think  
21 it's only fair to let the parties know, it's a little  
22 frustrating for us to try to figure out what somebody else was  
23 doing because quite honestly, if we could figure out what they  
24 were doing, I can honestly tell you, you wouldn't be here

1 today, because the attorneys would be like hey, it's crystal  
2 clear.

3 And so, it puts us in a very precarious position and  
4 I think that everyone just needs to recognize that, which we  
5 all have. But I wanted to share that with you.

6 So what I'm letting you know is I'm not admitting  
7 that because I do -- the -- the best that I can do is it is  
8 hearsay, I don't see an exception, it -- it's similar to what  
9 we would use as a minute order, which is not at all admissible  
10 and specifically says that.

11 My concern is I can't tell if that's filed into a  
12 case, what's the purpose of it. I can't. I -- I just cannot  
13 find that.

14 Now with that being said, because domestic violence  
15 is a huge part of one of the arguments that's being made  
16 today, that what we discussed is the easiest way to do so is  
17 that there's a court that already heard the domestic violence  
18 and we have transcripts. I can't gage expressions and things  
19 like that, but I can use the language and look at the statute,  
20 which Ms. Gallagher was nice enough to give us -- well, she's  
21 about to give us.

22 MS. GALLAGHER: I haven't yet, but I can if you  
23 would like me to tell you what the statute is. It is Nevada -  
24 - I'm sorry, Nebraska Revised Statute 43-2932. And I have it

1 up on my computer screen right now. When the Court is  
2 required --

3 THE COURT: I can also pull it up as -- on Westlaw  
4 as well.

5 MS. GALLAGHER: Okay.

6 THE COURT: And it should have all the factors, as  
7 well as the case law that's associated with it.

8 MS. GALLAGHER: Yes, it's only required to be  
9 demonstrated by a preponderance of the evidence in Nebraska.

10 THE COURT: Okay. Preponderance.

11 MS. GALLAGHER: Yep. And whether the person has  
12 committed a domestic intimate partner abuse is what they call  
13 it there. If a parent is found to have engaged in any  
14 activity specified by Section (1)(a) of this section, limits  
15 shall be imposed that are reasonably calculated to protect the  
16 child or the child's parent from harm.

17 The limitations may include, but are not limited to,  
18 adjustment of the custody of the child, including allocation  
19 of sole legal custody or physical custody, to one parent.  
20 Supervision of parenting time, visitation or other access,  
21 exchange of the child between parents through an intermediary,  
22 restraints on the parent from communication. There's a whole  
23 laundry list. But the most important one is at the bottom,  
24 Subsection (3), if a parent is found to engage in any activity

1 specified in Subsection (1) of this section, the Court shall  
2 not order legal or physical thera -- custody to be given to  
3 that parent, without making special written findings that that  
4 child or other parent can be adequately protected from harm by  
5 such limits as it may impose under such Subsection.

6 The parent found to have engaged in the behavior  
7 specified in Subsection (1) of this section, has the burden of  
8 proving that legal or physical custody, parenting time  
9 visitation, or other access to that parent, will not endanger  
10 the child or the other parent.

11 THE COURT: Okay.

12 MS. GALLAGHER: So, it is very similar to ours, but  
13 except it's a preponderance, but it -- I think that most  
14 states at this point have similar statutes.

15 THE COURT: I think they do at this point, just --  
16 if no one minds, I'm just going to print it out. So what  
17 we've discussed and what I want to make sure, is that what was  
18 discussed as far as how to handle the situation is that I just  
19 want to make sure that Ms. Gallagher and Mr. Houston still --  
20 if they wish to stipulate, is that the Court would take the  
21 statute, which I'm printing, and the case law that's relevant,  
22 and then look at the transcript and see if the Court can make  
23 a decision regarding that domestic violence allegation.  
24 Because at this point, obviously we're not going to re-

1 litigate what a court has already re-litigated. I'm not  
2 allowed to do so. And then we will make arguments based on  
3 that.

4 I even have no problems with allowing Ms. Gallagher  
5 and Mr. Houston to do a brief regarding the Nebraska statute,  
6 the case law, and the facts as contained if you so choose.  
7 It's up to you. I also can do that as well.

8 Is that a stipulation at this point, Mr. Houston? I  
9 could take the transcripts that have been admitted, as well as  
10 the Nebraska statute, and determine whether or not the Court  
11 can determine whether or not an incident of domestic violence  
12 occurred?

13 MS. GALLAGHER: Yes. And Your Honor, I just want to  
14 be sure, I don't think Mr. Houston's transcript of the trial -  
15 - mine is a certified copy, my Exhibit D, and it actually has  
16 as I indicated in the hallway, the actual exhibits --

17 THE COURT: The exhibits and everything else.

18 MS. GALLAGHER: -- from trial, including pictures of  
19 my client that were admitted regarding the issue of domestic  
20 violence and so forth. So I would ask that you use that  
21 exhibit, because it is a certified copy with exhibits from the  
22 trial.

23 THE COURT: I was going to use both and then make  
24 sure they're complete.



1 MS. GALLAGHER: Okay.

2 THE COURT: So that way I can take all the facts  
3 that were given.

4 MS. GALLAGHER: Thank you.

5 THE COURT: That's -- and so is that the stipulation  
6 at this time, Mr. Houston, as well?

7 MR. HOUSTON: Yes, Your Honor.

8 MS. GALLAGHER: Yes.

9 THE COURT: Thank you. So the parties have  
10 stipulated that the Court can review and determine based on  
11 that. All right.

12 (Plaintiff's Exhibit 6 admitted)

13 (Defendant's Exhibit D admitted)

14 THE COURT: Now, as far as any other issues that  
15 were determined at that time, I think we're in agreement that  
16 the -- that was the only issue that was of contention; is that  
17 correct, that was made from those findings?

18 Mr. Houston's alleging that the findings were all  
19 based upon the move. Ms. Gallagher's claiming that it's based  
20 on the domestic violence. And then the issue of the boyfriend  
21 was brought on and litigated at that time and since the Court  
22 allowed the move, we're of the -- I can't re-litigate it, and  
23 undo that.

24 Is that your understanding as well, Mr. Houston?

1 MR. HOUSTON: Yes, Your Honor.

2 THE COURT: Ms. Gallagher?

3 MS. GALLAGHER: Yes, Your Honor.

4 THE COURT: I'm just trying to cut down all the  
5 issues, so thank you.

6 MS. GALLAGHER: Yes. You're doing a good job.

7 THE COURT: Okay. Thank you, everyone, for your  
8 patience as I'm trying to -- and just so everyone knows, we  
9 don't have egos about this. We -- we're not Nebraska.

10 MS. GALLAGHER: Okay.

11 THE COURT: And so I think it's important for you,  
12 even though when we say our decisions we do it with  
13 confidence, it's important for you to know that we -- we  
14 research things just like everybody else. And I think that's  
15 the only thing I can say about everybody is that that is what  
16 we do and that's what your attorneys will do as well.

17 So what's going to happen at this point, is there  
18 any other preliminary matters other than those?

19 MS. GALLAGHER: I don't have any -- the only other  
20 thing I wanted to let you know is that in the event -- and I  
21 don't think it's going to be necessary now because the -- her  
22 parents were there as witnesses for the sole issue of domestic  
23 violence.

24 THE COURT: Okay.

1 MS. GALLAGHER: And so if you're indicating now your  
2 ruling is that you can't judge credibility, you're not going  
3 to take testimony about it, they probably could be told that  
4 they could log off and you -- if you don't mind, if you want  
5 to text them or --

6 THE COURT: We could always text them if you so  
7 choose to have them --

8 MS. GALLAGHER: I don't want them sitting there for  
9 three hours waiting for BlueJeans and they're not going to be  
10 needed, so.

11 THE COURT: We have really bad hold music, too.

12 MS. GALLAGHER: Yeah.

13 THE COURT: Okay. You -- you've witnessed it. You  
14 know how bad our hold music is. So would you like our marshal  
15 to go on there and just say you can go ahead and hang up and  
16 if they -- if they need you to testify, they'll contact you?

17 MS. GALLAGHER: Yeah, that would be fine.

18 THE COURT: Oscar, do you want to go in the room --  
19 and do you have any witnesses in the room as well, Mr.  
20 Houston?

21 MR. HOUSTON: No, Judge.

22 THE COURT: All right. So now we're all set there.  
23 Hold on, let me just make sure. All right. So now we have  
24 that. Let's just go over everything.



1 THE COURT: So 4 and 5 will not be considered. What  
2 about Number 3?

3 MS. GALLAGHER: I'm not going to stipulate. The  
4 parties can testify about that.

5 THE COURT: Okay. I don't even know what it is, but  
6 that's easier. So that way I've gotten rid of a couple.

7 Now, as far as Ms. Gallagher's exhibits.

8 MS. GALLAGHER: I had put in A, B, and C regarding  
9 finances. I don't know if there's a request today for a  
10 modification of child support. If there is, then I probably  
11 would see if I could get those into evidence that you can see  
12 the financial condition of the parties, other than their FDFs.  
13 But right now, I don't need a stipulation to admit them.

14 THE COURT: All right. And at this time, obviously,  
15 since Mr. Houston is asking for a change of custody, they  
16 would become relevant at that point, wouldn't they?

17 MS. GALLAGHER: Correct.

18 THE COURT: So Mr. Houston, just so A, B, and C, do  
19 you have any objection to those?

20 MR. HOUSTON: No. If the Court were to consider the  
21 financial -- FDFs filed by each party, certainly.

22 THE COURT: Okay. So you don't have any objection  
23 to A, B, and C?

24 MS. GALLAGHER: They're her bank statements and tax

1 returns.

2 MR. HOUSTON: No. Oh no.

3 THE COURT: Okay. Okay. So we'll just go ahead --  
4 that just makes life a little bit easier for us.

5 (Defendant's Exhibits A, B, and C admitted)

6 MS. GALLAGHER: Yes, it does. Thank you.

7 THE COURT: So that leaves us down with just text  
8 messages for -- for you to prepare for argument. And at this  
9 point, Mr. Houston, do you have an opening statement?

10 MR. HOUSTON: Judge, I think you -- we've already  
11 gone through enough in the pack that we don't need to make,  
12 you know, spend time doing that at this point.

13 THE COURT: All right. And Ms. Gallagher?

14 MS. GALLAGHER: No, I'll waive, Your Honor. I'll  
15 make a closing, though.

16 THE COURT: All right. Thank you. And at this  
17 time, Mr. Houston, it's your burden, first witness, please.

18 MR. HOUSTON: I call my client to the stand.

19 THE COURT: Thank you, sir. And actually, I guess  
20 it's not the proverbial stand, we actually are using the  
21 stand, so it's a little bit --

22 THE MARSHAL: Stand and face the clerk, please.

23 THE CLERK: Please raise your right hand.

24 You do solemnly swear the testimony you're about to

1 give in this action shall be the truth, the whole truth, and  
2 nothing but the truth, so help you God?

3 THE WITNESS: I do.

4 THE CLERK: Please be seated.

5 THE COURT: Go ahead and proceed.

6 SCOTT ANTHONY

7 called as a witness on his own behalf as the Plaintiff, having  
8 been first duly sworn, did testify upon his oath as follows  
9 on:

10 DIRECT EXAMINATION

11 BY MR. HOUSTON:

12 Q State your name.

13 A Scott Mitchell Anthony.

14 Q And where do you live?

15 A Las Vegas, Nevada.

16 Q And what's the address?

17 A 7955 (indiscernible) Avenue, Number 252.

18 Q And what's that?

19 A It's an apartment.

20 Q Okay. And how many bedrooms is it?

21 A Two bedroom.

22 Q All right. And do you live there with anyone else?

23 A My parents do stay with me when they're there to --  
24 to watch Mikey while I'm at work.

1 Q Okay. And you're here about your son, correct?

2 A Correct.

3 Q And how old is he right now?

4 A He's seven.

5 Q Okay. And what grade's he going to be in next year?

6 A He'll be in second grade.

7 Q Okay. When -- before the divorce action started,

8 when you guys were married, did you ever separate before?

9 A We did a year, year and a half, so the end of 2016,

10 beginning of 2017, we did.

11 Q Okay. And when you separated, how long was it for?

12 A We separated for about six months.

13 Q And were you both living in Nebraska at that time?

14 A We were.

15 Q And so you both continued -- even though you were

16 separated, you both continued to live there?

17 A We continued to live there in Nebraska. She moved

18 and she got an apartment and I stayed in the house.

19 Q Okay. And what was the -- was there a custody

20 order, was there a court order at that point in time?

21 A There was a court order, we -- we went through

22 mediation and we --

23 MS. GALLAGHER: Objection, relevance.

24 MR. HOUSTON: I'm going to show that they



1 voluntarily agreed in mediation to a 50/50 parenting split.

2 THE COURT: Is this the temporary one that's already  
3 admitted?

4 MR. HOUSTON: No, this is before that even. This is  
5 a -- this was before their separation.

6 MS. GALLAGHER: Objection, relevance under  
7 McMonagle.

8 MR. HOUSTON: I -- well, first off, it's relevant to  
9 show that she's never had a problem with him and then she  
10 wants to claim that there's somehow domestic violence and --  
11 and there's never been any problem whatsoever with the son,  
12 so.

13 MS. GALLAGHER: We have a decree of divorce entered  
14 in 2019, this is evidence --

15 THE COURT: I'm going to sustain. Go ahead and  
16 continue.

17 MS. GALLAGHER: Thank you.

18 MR. HOUSTON: Okay.

19 BY MR. HOUSTON:

20 Q Can you --

21 MR. HOUSTON: Oh, can we pull up Exhibit 1?

22 THE COURT: Sure. Hold on. I guess I need to  
23 (indiscernible) log on. Give me just a moment. It's going to  
24 take just a sec.

1 (PAUSE)

2 THE COURT: Every time I think I have it right, they  
3 switch the screens on me. All right. There we go. Okay.  
4 Here we go. Court order; how's that looking for everybody?  
5 Can everyone see that?

6 THE WITNESS: Yes.

7 THE COURT: All right. Oops, hold on. Wrong one.

8 THE WITNESS: I can't read it, but I can see it if  
9 --

10 THE COURT: Yeah, hold on. It moved everything over  
11 to each one, so hold on just a second. I've got to get --  
12 stop sharing -- it switched like everything over on me.  
13 Where'd it go? There we go. All right. Hold on, we're going  
14 to try this again and see if this time it gave me the right  
15 one. There we go. All right.

16 Go ahead, Mr. Houston.

17 MR. HOUSTON: Okay.

18 THE COURT: Is that big enough?

19 MR. HOUSTON: Let's try it this way. Okay.

20 BY MR. HOUSTON:

21 Q Exhibit 1 is a temporary order which was filed May  
22 8th, 2018. The Court's admitted that in evidence. And that  
23 sets forth in that order that you and her were to share time  
24 with the child; is that correct?

1           A     Correct.

2           Q     And where was she living then?

3           A     She was living in Las Vegas.

4           Q     And where were you living?

5           A     In Omaha, Nebraska.

6           Q     Okay. And this was from a hearing that's dated

7 April 23rd, 2018, okay? Right?

8           A     Yep.

9           Q     All right. So in this order, the Judge ordered the

10 two of you to exchange every two weeks. Did you guys of your

11 -- on your own cooperate to meet the needs of the child by

12 changing that order?

13          A     We did.

14          Q     How did you do that?

15          A     Well, two -- transferring him and two -- two weeks

16 in Vegas and two weeks in Omaha, just wasn't -- it wasn't

17 financially -- we weren't cap -- it just didn't make sense to

18 travel -- to make him travel every two weeks, so Katie and I

19 agreed that we'd do it monthly; a month on and a month off.

20          Q     Okay.

21          A     And the attorneys -- our attorneys said that would

22 be okay, we didn't have to go to court to get it amended.

23          Q     All right. So you just did that on your own, there

24 was no new court order, correct?

1           A     Correct.

2           Q     All right. Then Exhibit 2 is the decree of divorce  
3 which has been admitted and that says the two -- there was a  
4 trial July 29th, 2019. Does that sound correct?

5           A     Correct.

6           Q     And so from March -- or excuse me, April 2018 to  
7 July of 2019, about a year and three or four months, the two  
8 of you shared 50/50 custody; is that correct?

9           A     We did.

10           MS. GALLAGHER: And I'm going to object again under  
11 McMonagle.

12           THE COURT: Okay. To which portion, where the  
13 decree stated that it changed custody or no? I'm sorry.

14           MS. GALLAGHER: I apologize, say it again?

15           THE COURT: Specific -- is it because of the dates  
16 he just gave?

17           MS. GALLAGHER: Yes, correct. They -- this -- all  
18 of this predates the entry of the decree, so therefore, it's  
19 inadmissible under McMonagle.

20           MR. HOUSTON: It's not inadmissible, because one of  
21 the requirements is the ability of the parents to cooperate to  
22 meet the needs of the child, which you need to have. And they  
23 voluntarily agreed to have a 50/50 month to month arrangement  
24 after the judge had already issued an order for two -- for

1 every two weeks.

2 THE COURT: How do they get around McMonagle when we  
3 have a decree as of September 19th, 2019?

4 MR. HOUSTON: Pardon?

5 THE COURT: How does that get around McMonagle?

6 MS. GALLAGHER: It still predates the order.

7 MR. HOUSTON: Because -- right, it does predate the  
8 order, but it is relevant to the -- one of the standards you  
9 have to decide is whether these parents are able to co-parent,  
10 what is their co-parenting relationship, are they able to  
11 cooperate to meet the needs of the child. And so testimony  
12 that in the past when they've been separated they've  
13 cooperated to meet the needs of the child by a 50/50  
14 arrangement is relevant.

15 THE COURT: All right. I'm going to sustain. I'd  
16 like to hear about the relationship after September 19, 2019.

17 MR. HOUSTON: Okay.

18 BY MR. HOUSTON:

19 Q After two thousand -- after the decree, what  
20 happened?

21 A After -- after we were officially divorced and Mikey  
22 was in Las Vegas; is that -- from there, I guess -- I guess --  
23 would you ask me that again, as far as our relationship or?

24 Q Yes.

1           A     The -- the child -- me and Mikey?

2           Q     Yes.

3           A     Okay. So, with that order basically I could -- the

4 parenting time I had him certain holidays and then I had him

5 for summer. So we would Facetime -- we would Facetime at

6 night in the meantime, and then on, I believe it was the -- I

7 had him for the second part of his winter break that year, so

8 I flew -- I flew down to Las Vegas and we spent time with my

9 family for a week there in -- in Utah with him, and then I

10 flew back -- back to Omaha, and then I flew down for his

11 birthday and then I had another trip scheduled in April for

12 his Spring Break, but then COVID hit, my flight got cancelled,

13 and so then I didn't see him until I had him for eight weeks

14 in the summer.

15          Q     All right. That was last summer?

16          A     Yeah, last summer.

17          Q     Okay.

18          A     Yeah. Actually, I think Katie let me -- I think we

19 agreed I had him for 10 weeks, I believe.

20          Q     Okay.

21          A     The court ordered eight weeks, but she was -- she

22 let me keep him an extra two.

23          Q     All right. So other than the fact that you were

24 separated, the judge didn't put any restrictions on your time

1 with your son, did he? Any like supervised visitation or a  
2 counseling requirement, domestic violence counseling? Did the  
3 judge order anything like that?

4 A He did not.

5 Q Okay. So -- so there were no restrictions of  
6 supervision or restraints like we read the statute a while ago  
7 that the judge could have done, correct?

8 A Correct. And in fact, it actually wasn't my year to  
9 have him for Spring Break, but Katie was nice enough to let me  
10 go down there and see him. Unfortunately, COVID happened and  
11 I couldn't.

12 Q Okay. And this -- he's on summer break now,  
13 correct?

14 A Correct.

15 Q So technically, your eight weeks of straight should  
16 have started, correct?

17 A Correct. And it did.

18 Q Okay.

19 A It did, and she -- we -- we came up and she -- I  
20 guess it's only been happening for two weeks now, and so I've  
21 had him, and then she -- I dropped him off at her house on  
22 Saturday of last week and then picked him up on Monday,  
23 letting her have time with him as well.

24 Q Okay.

1           A     I don't think it's fair for him to completely not  
2 see his mom for eight weeks.

3           Q     Okay. Now, Exhibit B -- or C -- sorry. Actually,  
4 Exhibit 3, are some text messages. Are you familiar with  
5 those?

6           A     Yes.

7           Q     What are those?

8           A     Basically those text messages while -- while we were  
9 -- well, she -- she let --

10           MS. GALLAGHER: Objection, lack of foundation.

11           MR. HOUSTON: Well, he started trying to set the  
12 foundation.

13           THE COURT: Without telling the content.

14           MR. HOUSTON: Pardon me?

15           THE COURT: Without saying the content.

16           MR. HOUSTON: Right.

17           THE COURT: Okay. All right. That'll be overruled  
18 as he lays a foundation. Go ahead.

19           THE WITNESS: So -- I'm sorry, what can I --

20 BY MR. HOUSTON:

21           Q     Yeah, just --

22           A     Just explain?

23           Q     Just tell me what they are.

24           A     Okay.



1           Q     How they came about, not what's in them, just what -  
2 - what --

3           A     Okay. So basically -- basically that was showing  
4 Katie and I's relationship at the time that she did want to  
5 stay married. She wasn't scared of me. She -- she wasn't --  
6 she did think that --

7           MS. GALLAGHER: Objection.

8           THE WITNESS: -- I deserved 50 --

9           MS. GALLAGHER: Objection.

10          THE COURT: Oh, hold on. What's the time frame on  
11 these? Can we get a time frame first?

12          MS. GALLAGHER: Lack of foundation. The text  
13 messages that are part of his proposed exhibits I don't even  
14 believe talk about anything that Mr. --

15          MR. HOUSTON: The --

16          MS. GALLAGHER: -- Anthony is even testifying about  
17 right now.

18          MR. HOUSTON: Yeah. Right. Yeah, I think --

19          THE COURT: Does he need to see those exhibits first  
20 so that way he can lay his foundation?

21          MR. HOUSTON: Can --

22          THE COURT: I can without looking at it. My glasses  
23 are off just so everyone knows.

24          MR. HOUSTON: Okay.

1 THE COURT: So --  
2 MR. HOUSTON: Let me show him my copy.  
3 THE COURT: Okay. I have them here, but I didn't  
4 want to look at them yet.  
5 BY MR. HOUSTON:  
6 Q Take a look at those documents.  
7 A Okay. Oh, I'm sorry. I get it. Yes. Okay. I  
8 know the texts you're talking about now.  
9 Q Okay. All right. So when you -- when you got back  
10 here, when you came to live here, why did you actually move to  
11 Las Vegas?  
12 A Well, I -- we moved to Las Vegas to be closer to my  
13 son.  
14 Q Okay.  
15 A And hopefully --  
16 Q And how was that possible for you and your  
17 employment?  
18 A Well, I had a really good job in Omaha, I enjoyed  
19 where I was, but just being with -- being with him was more  
20 important, so I basically -- I took -- I took a job sight  
21 unseen, interviewed twice, and -- and accepted a position in -  
22 - at the end of September, to start in October, and I just  
23 accepted the position. I basically wanted to do anything I  
24 could to get -- get back here with Michael.

1 Q Okay. And what was that job?

2 A It was in staffing and recruiting which I had been  
3 in for the past eight years or seven years.

4 Q Okay. And there came a -- did you -- are you still  
5 in that job?

6 A I am not.

7 Q Okay. Why aren't you still in that job?

8 A The -- the hours weren't as advertised. Basically  
9 there were a lot of extra, you know, outside of the -- your  
10 normal work hours, so on Saturdays when I'd have him, I was  
11 basically on call 24/7 having to handle any issues that arise.  
12 And so my time on Saturday with him was -- was limited and I  
13 found myself having to handle these issues at work that didn't  
14 need my immediate attention, but due to the -- I was forced to  
15 handle them, and therefore, taking away time from my son. And  
16 so I decided to quit.

17 Q Okay. And did you become -- when did you quit that  
18 job?

19 A That was actually January 4th, I believe.

20 Q Okay. And when did you get re-employed?

21 A Then I was re-employed March, I think it was 12th  
22 was the first day.

23 Q So a couple months later?

24 A Yes.

1 Q All right. In that couple months period of time,  
2 did you ask Ms. Kurz about spending more time with your son?

3 A I did.

4 Q And tell me about that.

5 A I asked, you know, since I wasn't working and I was  
6 capable of taking care of him and helping him with -- with his  
7 school, I wanted to spend more time with him, and I asked her  
8 if that -- if she would be willing to let me watch him during  
9 the week while he was at school and I'd be open to any  
10 schedule, and she declined that.

11 Q And was she working at home or was she working at  
12 the office?

13 A As far as I know, she was working at the office.  
14 I'm -- I'm not 100 percent sure of her schedule, but.

15 Q Okay. And did she allow any -- that -- you to do  
16 the extra time or the extra schoolwork and -- and spend time  
17 with your son during the daytimes?

18 A She did not.

19 Q Okay. Now, besides -- okay. You guys have  
20 apparently agreed, like you agreed to the month to month,  
21 you've agreed to something since you got out here, is there  
22 conflict between you and her over your son?

23 A I don't believe so.

24 Q Okay. During the times that she's had your son in

1 her custody, has there ever been any concerns about her  
2 parenting -- being able to parent the child and properly raise  
3 the child?

4 A No.

5 Q While the child has been in your custody, even  
6 before the divorce or back when that year and three month  
7 schedule, and even now, was there ever any concern raised by  
8 her about your not properly caring for your son?

9 A No, there was not.

10 Q During the period of time that was the year and  
11 three month temporary order, was there any motion filed by  
12 either one of you to try to change that order?

13 A No, there was not.

14 Q As far as medical and other issues that your son  
15 has, how do you guys cooperate over those?

16 A We haven't really had to deal with too much. Katie  
17 pays the medical insurance and recently, he had a dentist  
18 visit that we split 50/50.

19 Q Okay. Did the two of you cooperate in informing the  
20 other person when there is some medical issue or dental issue?

21 A Yes, that's -- yes, we do.

22 Q Is there any physical reason why you or -- you call  
23 her Katie?

24 A I call her Katie, yeah.

1 Q Okay. I'll just use that then. Is there any  
2 physical reason why you or Katie couldn't properly care for  
3 the child?

4 A No, there is not.

5 Q Is there any mental reason why you and her cannot  
6 properly care for the child?

7 A No.

8 Q Can Michael's physical, mental and emotional needs  
9 be met by both of you equally?

10 A I think it's essential, yes.

11 Q Okay. What kind of things do you do with him when  
12 you do have him?

13 A Oh, lately we've been -- we've been going on hikes.  
14 My parents live close, three hours away, in Parowan. Katie's  
15 very flexible with us being able to take him there, so I  
16 appreciate that. Fishing, hiking, riding bikes, a lot of  
17 outdoor activities. We do play some video games here and  
18 there.

19 Q Okay.

20 A He enjoys cooking with me. He likes to take  
21 pictures, so we take -- we take his camera -- we take his  
22 camera out with him -- with us when we go on those hikes and  
23 stuff, so he's taking his own pictures and --

24 Q How do the exchanges of the child go? How do you

1 guys do the exchanges?

2 A Either -- when -- when I've been at work, my dad  
3 usually picks him up from -- from her house, and then I drop  
4 him off at her parents' house.

5 Q At -- at her parents' house?

6 A At her parents' house. And -- yes.

7 Q And why are you doing that as opposed to dropping  
8 him off at her house?

9 A I actually don't know. I believe that there may be  
10 picking up her -- her stepchildren at that -- at that time,  
11 but I'm not 100 percent positive.

12 Q Okay. And does the child freely go back and forth  
13 between the two of you, without issue?

14 A Yeah. Yep. I feel like he would -- when he -- he's  
15 excited to see me, but he misses his mom and likewise, he's  
16 excited to see her, but he misses his dad.

17 Q Okay. And what about -- do you have any other  
18 children?

19 A I do not.

20 Q Does she have any other children of her own?

21 A Not that I'm aware of.

22 Q Okay. So this is the only child you have and the  
23 only child natu -- her natural child, right?

24 A Correct.

1 Q Okay.

2 (PAUSE)

3 Q And what's your work schedule at this point in time?

4 A Right now it's Monday through Friday, 8:30 to 5:00,

5 8:30 to 5:30.

6 Q And what -- do you know what her work schedule is?

7 A I do not know that. I believe it's a typical Monday

8 through Friday --

9 Q Okay.

10 A -- day shift, you know, 8:00 to 5:00, something like

11 that.

12 Q And in your new job, I don't think I asked you, what

13 do you do in your new job?

14 A Similar. I'm a recruiter, it's just not in the

15 staffing and recruiting industry. It's for a company;

16 internal recruiter.

17 Q Okay. Is there any reason that either parent can't

18 meet the educational and -- I mean, does your son do good in

19 school?

20 A He struggles a little bit with his writing. I

21 think, you know, obviously, a lot of kids with just being

22 school from home are a little bit behind and -- so that's

23 something that we work with activity books on.

24 Q Okay. So if you both have the same general



1 schedule, you'd both be doing that in the evenings with your  
2 son, correct?

3 A Correct.

4 Q All right. And you're asking the Court to make a  
5 ruling going to a week to week schedule, which is back to the  
6 50/50 schedule you had before this decree, correct?

7 A Correct. And I'm not so worried about the specifics  
8 about the schedule, but just the 50/50 is what's important to  
9 me.

10 Q Okay. All right. And this has nothing whatsoever  
11 to do with the child support, does it?

12 A Absolutely not.

13 Q Okay.

14 MR. HOUSTON: I don't have anything else, Judge.

15 THE COURT: Cross examination?

16 CROSS EXAMINATION

17 BY MS. GALLAGHER:

18 Q Mr. Anthony, when you agreed to -- with Ms. Kurz to  
19 do the month on/month off, that was prior to an evidentiary or  
20 trial in your divorce case, right?

21 A Correct.

22 Q So when you agreed to do that, it was just a  
23 pretrial order?

24 A Correct.

1 Q And you had a trial in 2019?

2 A We did.

3 Q And as a result of that trial, the order that was  
4 issued by the Nebraska Court gave Katie sole legal and sole  
5 physical custody; is that correct?

6 A Correct.

7 Q Do you understand what sole legal custody means or  
8 what does it mean to you?

9 A I guess what it means to me is that, you know,  
10 obviously there was the parenting plan that was -- was -- was  
11 put in there basically as a -- as the parenting time that was  
12 the times that I was able to see him, and then as far as -- as  
13 far as sole physical and legal, at that point I had no  
14 basically say in anything that happened with him as far as  
15 doctors. I don't know -- I don't know all the stuff, but  
16 basically, I felt like it was just hey, here's your parenting  
17 time and this is when you can see him, and --

18 Q So to the best of your knowledge then, that meant  
19 that you were not entitled to make decisions regarding your  
20 son; is that correct? Legal decisions regarding your son?

21 A Correct.

22 Q But despite that, Katie has kept you informed of  
23 what's going on with him and you've been able to help make  
24 some decisions regarding him; is that correct? Medical and

1 things of that nature?

2 A I -- I -- not decisions, no, but she has kept me up  
3 to date with what's going on.

4 Q Okay. And you referred to a parenting plan, but I'm  
5 not sure that that's attached to the exhibit that was entered.

6 MR. HOUSTON: It's attached to Exhibit 1.

7 MS. GALLAGHER: I'm looking at your exhibit, and I  
8 don't see it, Mr. Houston, so I -- in case it isn't --

9 MR. HOUSTON: Oh, not Exhibit 1, I'm sorry; Exhibit  
10 2.

11 MS. GALLAGHER: Let me see.

12 THE WITNESS: Maybe parenting plan wasn't the right  
13 terminology.

14 MS. GALLAGHER: No, there is a parenting plan that's  
15 on the back of the -- that is --

16 THE COURT: Page 10 of Exhibit 2.

17 MS. GALLAGHER: Do you have it? Okay. There it is.  
18 Okay.

19 THE COURT: Did you want me to share it on the  
20 screen again?

21 BY MS. GALLAGHER:

22 Q So Mr. Houston asked you about when you first moved  
23 to Las Vegas. When did you move here exactly?

24 A It was October, it was the second week of October,

1 so right around the 14th.

2 Q Okay.

3 A 10th'ish.

4 Q And at that time, did you reach out to Katie and

5 tell her that you were in Las Vegas permanently?

6 A I tol -- prior. Prior to me moving I did.

7 Q Okay. And what is your current timeshare with your

8 son?

9 A So right now I pick -- he gets pick up Thursday --

10 well, it was Thursday after school, so right around 3:30, and

11 then drop him off at 5:15 on Saturday.

12 Q Okay. And who picks up the child?

13 A So when I wasn't -- when I wasn't working, I was

14 picking him up. When I was working, my father picked him up.

15 Q All right. And your father is currently picking him

16 up because you work, correct?

17 A Yes.

18 Q On Thursdays?

19 A Yes.

20 Q And then you actually do the drop off?

21 A Then I do the drop off.

22 Q Perfect. And how did you arrive at that schedule

23 that gives you Thursday at 3:00 to Saturday at 5:00?

24 A Katie came up with that.

1 Q Okay. And prior to coming up with that schedule,  
2 you had the time allotted to you in the parenting plan; is  
3 that correct?

4 A Yeah, correct. Just like the holidays and the  
5 summer.

6 Q So in your parenting plan, you would -- you received  
7 eight weeks of summer parenting time and then you had certain  
8 holidays, which would be, let's see, in -- so you would have  
9 Thanksgiving for about four or five days, right?

10 A I think --

11 Q And you could --

12 A -- it's like odd --

13 Q -- exercise that -- right. Every other?

14 A Yeah.

15 Q And you could exercise that either in Nebraska or in  
16 Las Vegas, correct?

17 A Correct, yeah. Katie was flexible with that.

18 Q Okay. And then you also had -- let's see, parenting  
19 time one week during the winter school break, correct?

20 A Correct.

21 Q And then you would have alternating spring breaks?

22 A Correct.

23 Q And then you could have time in Las Vegas with  
24 notice to Katie, correct?

1           A     Yes.

2           Q     So if you had eight weeks in the summer, that's 56

3 days, correct?

4           A     I believe so.

5           Q     Eight times seven is 56?

6           A     Yeah.

7           Q     And then you had about another two weeks besides

8 that, either Thanksgiving, Spring Break, or a week at

9 Christmas or some combination of those three; is that correct?

10          A     Yes.

11          Q     So you were exercising about 70 to 75 days a year

12 with your son under the parenting plan. Currently, because

13 you and Katie were able to agree, you get about 104 days a

14 year, don't you? Because you're getting two days a week and

15 that's 52 weeks a year?

16          A     Uh-huh.

17               MR. HOUSTON: Your Honor, I'd just object to the way

18 that question was propounded, because said when -- we agreed,

19 and that wasn't his testimony, so she's taking his testimony

20 out of context.

21               THE COURT: The current plan.

22               MR. HOUSTON: Right.

23               THE COURT: Those were the dates, 104 --

24               MR. HOUSTON: Right.

1 THE COURT: -- days.  
2 MR. HOUSTON: Because --  
3 THE COURT: So the phrasing --  
4 MR. HOUSTON: -- he testified --  
5 THE COURT: The phrasing will be sustained.  
6 MR. HOUSTON: It was -- it was her --  
7 THE COURT: Yeah.  
8 MR. HOUSTON: -- decision to do it this way, not --  
9 not an agreement on his part.  
10 THE COURT: The Court will give the appropriate  
11 weight to --  
12 MR. HOUSTON: Okay. Thank you.  
13 THE COURT: -- the testimony, so go ahead.  
14 BY MS. GALLAGHER:  
15 Q Well actually, you and she -- you didn't come here  
16 and ask for week on/week off, right?  
17 A Oh, yeah.  
18 Q You did?  
19 A I did.  
20 Q Oh, okay.  
21 A Yeah.  
22 Q Because your text messages didn't say that. But you  
23 came to Katie ahead of the move and said when I get there, I  
24 would like week on/week off?

1           A     I asked -- actually, asked her, you know, is there  
2 something that we could, you know, can we work -- can we work  
3 something out through whether it's mediation or whatever to  
4 get to 50/50, and she thought that the two -- the 48 hours was  
5 enough. And at that point I didn't have any other choice than  
6 to take --

7           Q     But it's safe to say that you actually do have more  
8 parenting time with him now that you've moved to Nevada and  
9 it's more frequent exactly, right?

10          A     Yeah, compared to the Nebraska order, absolutely.

11          Q     Okay. All right. So Mr. Houston asked you a lot of  
12 questions which I believe mirror the factors that are in NRS  
13 125C.0035, which is to help the Court make a determination as  
14 to what is in the best interest of the child. We talked about  
15 which parent is more likely to allow the child to have  
16 frequent associations and a continuing relationship with a  
17 non-custodial parent.

18                You have testified that Katie has provided you with  
19 time since you've been here; is that correct?

20          A     She has.

21          Q     Okay. You talked about the level of conflict  
22 between the parents. Do you think that there is right now no  
23 conflict between you and Katie?

24          A     I don't -- I don't think there's been any conflict



1 since the divorce and I don't know -- I don't know what she's  
2 thinking or how she feels, but obviously there's something  
3 there.

4 Q Okay. One of the factors is whether or not a parent  
5 or another person seeking physical custody has engaged in an  
6 act of domestic violence against the child or parent of the  
7 child or any other person residing with the child. I think  
8 you've heard about our preamble to this hearing.

9 Is it your position that domestic violence did not  
10 occur in your marriage?

11 A Correct.

12 Q That is your position?

13 A Yes.

14 Q But there was a trial, correct, where there was  
15 testimony regarding domestic violence?

16 A Yes.

17 Q And that testimony was in the transcript --

18 A Yes.

19 Q -- and the exhibits that has been given to the  
20 Court, correct?

21 A Yes.

22 Q Okay. So if you were to be granted additional time  
23 with Mikey, over and above what you currently have, what would  
24 be your plan for him when you were working?

1           A     My parents would be the primary I guess babysitters  
2 while I'm at work. As of right now, I have a work from home  
3 job and they're flexible, so if there was any -- any need for  
4 anything, my -- my job is flexible, and I also have several  
5 aunts, uncles, cousins, that could help me in a pinch, and  
6 friends as well.

7           Q     So your parents do or do not live in Las Vegas?

8           A     They live in -- they live three hours away in  
9 Parowan, Utah.

10          Q     So does your dad come down here every week for the  
11 weekend to assist you with Mikey?

12          A     He does. And my mom does sometimes as well.

13          Q     So if you were to be given more time, safe to say  
14 your parents would probably need to relocate?

15          A     They would have an additional home or we would move  
16 into a home that allows a guestroom.

17          Q     And these were the same arguments made at the trial  
18 in this matter, isn't that correct? That you -- if you were  
19 given custody, your parents would move to Nebraska, they would  
20 assist you, and the transcript reflects that, isn't that true?

21          A     Yeah, they're just another -- another asset I guess  
22 to -- to help with the child.

23          Q     And then --

24          A     I'd rather them help than a daycare.

1 Q But none of those things were in place when you were  
2 in trial, these were all things that you would do if the Court  
3 gave you custody, correct?

4 A Well, they are retired and they -- they have the  
5 freedom to come and go as they please, so when there's -- they  
6 have an extra room, that room's vacant, so they could come and  
7 go and stay. There's no -- they have no obligations anywhere  
8 else.

9 Q When Mikey is with you and your dad or your mom are  
10 with you, you have -- say you have a two bedroom apartment,  
11 what are the sleeping arrangements?

12 A He sleeps with me.

13 Q In the same bed?

14 A Yes.

15 Q Okay. I think you already testified that you  
16 believe that Mikey's needs are met by Katarina?

17 A I do.

18 Q And that you think she's doing a pretty good job?

19 A Yes.

20 MS. GALLAGHER: I don't have anything further.

21 THE COURT: Redirect?

22 REDIRECT EXAMINATION

23 BY MR. HOUSTON:

24 Q She talked about testimony at trial. Was there any

1 testimony at trial that attacked you for not being able to  
2 properly care for your child as -- during that year and three  
3 months you had him 50/50 for some of the time?

4 A There was not.

5 Q Okay. There wasn't even an allegation made,  
6 correct?

7 A Not -- not that I remember.

8 Q Okay.

9 A I don't believe so.

10 Q Okay. And then on this possible domestic violence  
11 issue, you testified as to those incidences; is that correct?

12 A I did.

13 Q Okay.

14 MR. HOUSTON: I don't have anything else, Judge.

15 THE COURT: Any other cross? All right. Subject to  
16 recall, Mr. Houston?

17 MR. HOUSTON: Sure.

18 THE COURT: You may step down. If you don't mind  
19 wiping off everything --

20 THE WITNESS: Oh, yes.

21 THE COURT: -- since we're trying to follow  
22 protocol.

23 MR. HOUSTON: Judge, I can do it.

24 THE COURT: Okay. Thank you.

1 MR. HOUSTON: I have -- I'm the only one with gloves  
2 on.

3 THE WITNESS: Yeah.

4 (PAUSE)

5 THE COURT: Thank you. I'm just behind the bank  
6 teller's screen, so it's a little bit harder for me to do it.

7 MR. HOUSTON: I thought that was bulletproof.

8 THE COURT: Not quite.

9 MR. HOUSTON: Looks like you're in a bank.

10 THE COURT: That's kind of how it feels.

11 MS. GALLAGHER: We haven't always had these up. I  
12 did trials prior and these weren't up.

13 THE COURT: These are rece -- these came up --

14 MS. GALLAGHER: Pretty recent, right?

15 THE COURT: January.

16 MS. GALLAGHER: Yeah.

17 THE COURT: So this is the new -- the new look. All  
18 right. Mr. Houston, do you have another witness?

19 MR. HOUSTON: Yes, I would call Ms. Kurz.

20 THE COURT: All right. Ms. Kurz, go ahead, you're  
21 going to come up here.

22 THE MARSHAL: Stand and face the clerk, please.

23 THE CLERK: Raise your right hand.

24 Do you solemnly swear the testimony you're about to

1 give in this action shall be the truth, the whole truth, and  
2 nothing but the truth, so help you God?

3 THE WITNESS: I do.

4 THE CLERK: Please be seated.

5 THE COURT: Proceed.

6 KATARINA KURZ

7 called as a witness on behalf of the Plaintiff, having been  
8 first duly sworn, did testify upon her oath as follows on:

9 DIRECT EXAMINATION

10 BY MR. HOUSTON:

11 Q Would you state your name?

12 A Katarina Elizabeth Kurz.

13 Q Is it like Kertz, K-e-r-t-z; is that the way it's  
14 pronounced like that?

15 A Yeah, it's technically pronounced Kourtz (ph).

16 Q Okay. All right.

17 THE COURT: It's German.

18 MR. HOUSTON: Okay. I just -- I didn't want to be  
19 rude, I just was trying to --

20 THE WITNESS: Whatever -- whatever sounds --

21 MR. HOUSTON: Okay.

22 THE WITNESS: -- best.

23 BY MR. HOUSTON:

24 Q Okay. I might go with Katie, but I don't know.

1           A     Okay.

2           Q     So anyway, all right. How are you employed?

3           A     I work at Grant Morris Dodds law firm.

4           Q     Okay.

5           A     In Henderson. I'm a legal assistant there.

6           Q     All right. And at this point in time, are you

7 working in the office?

8           A     Yes.

9           Q     Okay. And what are your work days?

10          A     Monday through Friday, 9:00 to 5:00.

11          Q     So basically the same as Scott's, right?

12          A     Yeah.

13          Q     Okay.

14          A     Sounds close, yeah.

15          Q     Okay. And so when you're working Monday through

16 Friday 9:00 to 5:00, who watches your son?

17          A     My husband. I'm remarried. Sol has a job where he

18 could work at home, and so he watches Mikey during the day.

19          Q     Okay. And this is the boyf -- what -- what's his

20 name? Your husband's name?

21          A     Solomon Coleman.

22          Q     All right. And this was your boyfriend at the time

23 of the trial, right?

24          A     Yes.

1 Q The (indiscernible)? Okay. Now, Scott testified  
2 that during the year and three months that there was this  
3 month to month arrangement. Well, first off, did you and he  
4 agree to this month to month arrangement; is that correct?

5 A Correct.

6 Q All right. And that during that time period, that  
7 there were never any motions filed by either one of you to  
8 change that temporary order, correct?

9 A Correct.

10 Q All right. Has there been any problems that you've  
11 had with -- during that time period, the year and three  
12 months? Was there periods of time where you didn't think your  
13 son was properly being cared for?

14 A During the year and three months --

15 Q Yeah.

16 A -- before the trial?

17 Q Yeah.

18 A I don't know. I was -- I was very stressed out at  
19 that time, and I -- I was still trying to get my feet on the  
20 ground and because of -- I feel like Scott's family was very  
21 mentally abusive to me.

22 Q What --

23 A And so I did worry about my son.

24 Q Okay. I understand you worried about him, but there



1 were never any letters written from your attorney to his  
2 attorney complaining about food or not proper supervision.  
3 There was never any -- that never happened, right?

4 A Correct.

5 Q Okay. And since the time of the -- the decree where  
6 your son was -- was going to kindergarten, correct, he was  
7 going to start kindergarten right after that July 2019 trial,  
8 correct?

9 A That's right. Correct.

10 Q All right. So obviously, your son couldn't live --  
11 go month to month and live in two different states, correct?

12 A Correct.

13 Q Okay. So since then, obviously you heard Scott's  
14 testimony about the times he's had your -- the two of your  
15 son, correct?

16 A Yes.

17 Q And there's never been any complaint raised about  
18 lack of care, lack of supervision, not properly feeding him,  
19 not -- there hasn't been one complaint ever made about that,  
20 correct?

21 A Correct.

22 Q All right. And is your son, as Scott indicated,  
23 fairly healthy? He doesn't have any special needs, does he?

24 A Right. He's -- he's healthy.

1 Q Okay. Is he happy when he goes to see his father?

2 A He is.

3 Q Okay. Is -- are you guys able to cooperate  
4 regarding medical appointments, dental appointments? I assume  
5 you -- do you generally arrange those?

6 A I generally arrange them with the doctors, but I let  
7 Scott know about them.

8 Q Okay. So you guys cooperate in that, correct?

9 A Yes.

10 Q Okay. Scott indicated there although -- it's kind  
11 of two different ways, but he indicated when he came back, you  
12 gave him these two days of time, so -- but do you agree with  
13 him that he wanted more time and he asked for a fif -- some  
14 type of 50/50 arrangement?

15 A I think that there wasn't a clear set in stone like  
16 what he wanted exactly and I was so focused on helping Michael  
17 out with the online learning because he was in first grade, he  
18 didn't know how to read or write yet, and that was a big  
19 adjustment for all of us, in -- including when Scott had him,  
20 Scott's dad was trying to do the online learning with Michael  
21 on Fridays and it was just difficult for everybody.

22 Q Okay.

23 A And -- and it was -- it was kind of tough, so I just  
24 -- maybe I just wasn't really prepared to address that and I

1 felt like letting him or agreeing to having Michael go with  
2 Scott on a weekly basis was -- was a pretty good plan to get  
3 started and not disrupt Michael's school so much. I just  
4 didn't want Michael to get stressed out.

5 Q Okay.

6 A It was -- it was hard on him.

7 Q Okay. School next year, is that going to be regular  
8 in school, though?

9 A It will be in school.

10 Q Okay.

11 A Yes.

12 Q So we won't have that problem starting in August,  
13 right?

14 A Correct.

15 Q And is there any reason that -- that the two of you  
16 shouldn't have a 50/50 or an equal -- and I say 50/50, I'm not  
17 saying like that, but an equal timeshare. Is there any reason  
18 -- like I haven't heard anything bad about him for all this  
19 two years now, it doesn't seem like there's been one issue.  
20 The two of you for the most part seem to cooperate. Is there  
21 -- is there -- with your son. Is there any reason why he  
22 should -- there should not be a 50/50 arrangement?

23 And when I say 50/50, I mean some type of more equal  
24 arrangement. Is there any real reason now?

1           A     I understand.

2           Q     Because your son's going to be back in school,  
3 you're not going to have that issue, you both work the same  
4 schedules, and you've got your husband watches him while  
5 you're at work and --

6           A     Uh-huh.

7           Q     -- I don't know if that'll be able to continue, but  
8 his parents watch him when he's at work, so is there any  
9 reason why that -- I just don't get it. I don't see a -- is  
10 there a reason that --

11          A     I understand. I -- and same as the last court  
12 trial. I feel like Scott's family has, you know, his mom put  
13 me with a new therapist and every time I came home and told  
14 her that I -- what -- what I discussed with that therapist,  
15 she'd set me up with a new appointment with a different  
16 therapist.

17                I mean, I feel like they were very mentally abusive  
18 to me leading up to the court trial and Scott was physically  
19 abusive. And I have a family now where my husband has a good  
20 amount of time to be at home with Michael and work with him  
21 after school and I could drop him off at school. And if his  
22 option of childcare is his parents, then I -- I really don't  
23 want my son with his parents for 50 percent of the time.

24          Q     Well -- so he's not going to be with his parents,

1 they're going to be -- he's going to be in school from 9:00 to  
2 about 3:00 in the afternoon, right?

3 A Uh-huh.

4 Q Okay. So he's not really going to be watched by  
5 anyone during the week, he's going to be in school and then  
6 he's going to be with a parent or some other relative until  
7 each one of you get home a couple hours after he's out of  
8 school. Is that basically it, Monday through Friday?

9 A That's correct.

10 Q Okay.

11 A But even if my husband was working physically on  
12 site, he gets off work at 3:00 and would be able to pick  
13 Michael up from school.

14 Q Okay. Okay. But is it under -- the two of you were  
15 still fighting over custody because you wanted him -- Mikey to  
16 come live with you here in Nevada when he started  
17 kindergarten, and Scott wanted him to go to kindergarten in  
18 Nebraska, right?

19 A Correct.

20 Q Okay. So is it understandable that his mother might  
21 be on his side?

22 A That Scott's mother would be on Scott's side?

23 Q Yeah.

24 A Yes.

1 Q Okay. But you haven't mentioned anything about --  
2 there's never been a problem with his mother or his father  
3 harming Michael, saying anything bad about you, saying hey,  
4 your mom's a bitch or anything like that, correct?

5 A Not that I'm aware of.

6 Q Okay. Well --

7 A But you know, no.

8 Q I mean, Mikey's never said anything to you, like  
9 they -- they call you bad names or anything like that. He's  
10 never come home and said that, right?

11 A Correct.

12 Q Okay.

13 MR. HOUSTON: I don't have anything else, Judge.

14 THE COURT: All right. Technically speaking it's  
15 cross, but for the mode and operation of the trial, I would  
16 say it's cross/direct, so we don't have to bring her back up.

17 MR. HOUSTON: I don't have a problem with that.

18 THE COURT: All right.

19 MS. GALLAGHER: That's correct.

20 THE COURT: So Ms. Gallagher, you can work within  
21 those boundaries.

22 MS. GALLAGHER: Okay.

23 CROSS EXAMINATION

24 BY MS. GALLAGHER:

1           Q     Do you believe that the current schedule that Mikey  
2 has with the both of you is best for him?

3           A     I do.

4           Q     Okay. And without going too far into what was  
5 litigated in the divorce, you felt that -- well, if you had  
6 stayed in Nebraska, would you have still argued to the court  
7 that you should have had either primary or sole custody of  
8 Mikey?

9           A     Yes.

10          Q     And you just testified that you had some issues with  
11 his parents, correct?

12          A     Correct.

13          Q     Did those issues continue to today?

14          A     No, because I don't talk to them.

15          Q     So you have very limited contact, then, with both  
16 Michael and -- I mean, I'm sorry, with Scott and his parents,  
17 correct?

18          A     Correct.

19          Q     And when you were exchanging Mikey for periods of  
20 time with Scott when Scott was still in Nebraska, did you  
21 actually do the exchanges yourself or did you also use other  
22 people to do that?

23          A     I -- I still used other people to do the exchanges,  
24 like his dad or he would pick him up from my parents' house

1 and that's kind of how we want to -- that's how I want to do  
2 things.

3 Q Okay.

4 A He's either picking him up from my husband or from  
5 my parents, and doing the exchanges with them.

6 Q And so did you understand when you received sole  
7 legal custody of Mikey that it meant that you didn't have to  
8 ask Scott's permission or opinion on major decisions regarding  
9 Mikey?

10 A Yes.

11 Q But did you still share information with Scott  
12 regarding things that were going on with Mikey?

13 A Absolutely.

14 Q Okay. And you did not take the stance that Scott  
15 should not see Mikey on a weekly basis when he moved here,  
16 correct?

17 A Correct.

18 Q So how long now has Mikey been in the current  
19 schedule of being primarily with you? Almost two years?

20 A Yes.

21 Q And is he doing well in school?

22 A Yes. Last year was crazy because like I said, he  
23 didn't know how to read and write yet and my stepdaughter  
24 Everly (ph) is the same age. She goes to a different school.



1 And her teacher had the online learning set up so much easier  
2 for first graders who couldn't read and write yet, you know  
3 what I mean? And so, we struggled a little bit with the  
4 online learning, but I think once he got to go on site to the  
5 school and watch the teacher at the front, I think that helped  
6 a lot. So yeah, he's been doing well.

7 Q Okay. And are you involved in your church?

8 A I am.

9 Q What church do you attend?

10 A The Church of Jesus Chris of Latter Day Saints.

11 Q And is your husband of the same religion as you?

12 A He is.

13 Q Do you attend church as a family?

14 A We do.

15 Q Okay. So that's why the schedule is from Thursday  
16 evening until Saturday evening, to allow you to attend church?

17 A That's correct.

18 Q Okay. And do -- to the best of your knowledge, does  
19 Scott attend church?

20 A Not that I'm aware of, no.

21 Q He -- Mikey has never come home and told you that  
22 his dad took him to church?

23 A No.

24 Q Okay. And it's important to you to maintain that

1 time to go to church with Mikey, correct?

2 A Yes.

3 Q Okay.

4 A I think it's good for him.

5 Q So the current schedule of Thursday at 5:00 or 3:00,

6 sorry, until Saturday at 5:00, you're asking that that Court

7 continue with that schedule?

8 A Yes.

9 Q And --

10 A Please.

11 Q -- as far as holidays and vacation are concerned, do

12 you feel like you can work that out with Scott or do you need

13 to ask the Court to implement a holiday and vacation schedule?

14 A I -- I feel like we've been pretty good about

15 working out the holidays with each other.

16 Q Okay.

17 A Yes.

18 Q Has Scott ever provided you with any documentation

19 that he has ever taken a parenting class or done any therapy?

20 A No.

21 Q So to the best of your knowledge, Scott has not

22 participated in school with Mikey, it's been his dad who's

23 done that, correct?

24 A I -- I think so. Yeah.

1 Q I'm talking about since it's been online.  
2 A Yes. During the online.  
3 Q Okay. How far do you and Scott live from each other  
4 currently?  
5 A I think he's in the apartments just over the 215  
6 from -- from my house, so I'm just west of Buffalo and  
7 Patrick, and he's just south of the 215 and Buffalo.  
8 Q Okay.  
9 MS. GALLAGHER: Your Honor, I don't have anything  
10 further for her.  
11 MR. HOUSTON: I don't have any questions.  
12 THE COURT: All right. Subject to recall?  
13 MR. HOUSTON: I'm not going to recall her.  
14 MS. GALLAGHER: Yeah, I -- I won't.  
15 THE COURT: All right.  
16 MS. GALLAGHER: I'm not going to be calling any  
17 other witnesses, Your Honor.  
18 THE COURT: Okay.  
19 MR. HOUSTON: And we're good. We have no further  
20 witnesses.  
21 THE COURT: Oh. Then you may step down.  
22 MS. GALLAGHER: Oka.  
23 THE COURT: Mr. Houston rests?  
24 MR. HOUSTON: Yes.

1 THE COURT: Ms. Gallagher, you rest?

2 MS. GALLAGHER: Yes, Your Honor.

3 THE COURT: So at this point, is there anything else  
4 you wish to have the Court consider other than I get to go  
5 look up a whole lot of Nevada -- or Nebraska law?

6 MR. HOUSTON: No, I -- I was just going to point out  
7 that the statute, and I haven't seen it, but the -- that was  
8 being read, apparently allows the Court to put restrictions on  
9 contact if it felt like --

10 THE COURT: Do you want a copy?

11 MR. HOUSTON: Yes. If it felt like -- if it felt  
12 like there was a problem with domestic violence, and it would  
13 be a danger to the son somehow, that -- the Court would have  
14 done that. Okay? So the Court obviously felt there was  
15 absolutely no issue there, because it didn't put any  
16 restrictions and gave him eight weeks with his son.

17 So there wasn't any requirement of counseling. If  
18 the Court thought there was domestic violence an issue, I  
19 assume the Court would -- would have argued that and would  
20 have -- would have said that's necessary, but it didn't.

21 So they both have the same hours, they both have  
22 other close relatives watching the son for a couple hours.  
23 Now he's going to be back in school, so they're going to --  
24 the child's going to be in school most of the time they're

1 both at work. So there's -- the state policy is for frequent  
2 associations.

3 I went through pretty much of my questioning the --  
4 the issues here of -- and there doesn't appear to be one which  
5 would be in her favor to somehow not have joint physical  
6 custody, and I believe there's a substantial change of  
7 circumstances in him coming here and that that constitutes a  
8 substantial change of circumstances, it's in the best interest  
9 of the child that he have a good relationship with both of  
10 them, that's actually the state policy of our state.

11 So I'm sorry, I probably shouldn't have even gone  
12 there, but I just wanted to say a few words there, and I'm  
13 sure you will take it under advisement and make an appropriate  
14 ruling you feel correct. Thank you.

15 THE COURT: Thank you. Here's a copy of the  
16 statute.

17 MR. HOUSTON: Okay. Thank you.

18 THE COURT: Ms. Gallagher?

19 MS. GALLAGHER: So Your Honor, the Nebraska statute  
20 in the top portion talks about not only the intimate partner  
21 abuse, but talks about child abuse, and so therefore, those  
22 factors and considerations that Mr. Houston is referring to is  
23 for the Court to make an appropriate order to protect the  
24 child in the event that there was child abuse. There's a --

1 the separate paragraph at the bottom of the statute is what  
2 talks about what is appropriate as far as legal or sole,  
3 physical and/or -- you know, as far as custodial  
4 determination.

5 But for the purpose of -- so that you can take under  
6 advisement and determine what all of that means to you, and so  
7 obviously then, Mr. Houston is talking about the best interest  
8 standard in Nevada and the points underneath our statute when  
9 you're determining what's in the best interest, and  
10 unfortunately, one of those big ones is domestic violence. So  
11 he's not exactly right when he says there's nothing that, you  
12 know, is a problem here.

13 But more importantly, and -- and you know, with all  
14 due respect, Your Honor, I'm not even sure that I agree with  
15 you that there has been a substantial change of circumstances.  
16 I think in Ellis v. Carucci, the Court's very specific that  
17 the change of circumstances is not about the parents. The  
18 change of circumstances is about the child.

19 Previously in Murphy v. Murphy, we talked about  
20 change in circumstances and parents would often use their own  
21 change of circumstances to come and ask the Court to change  
22 custody. One -- one example that I had in a case years ago  
23 was my client happened to marry a very wealthy man. She came  
24 in to court and said look, I just married this wealthy man,

1 I've become a stay at home mom, I'm available so much more of  
2 the time now for my children, I really want a change of  
3 custody, I don't want joint custody anymore, I want primary  
4 custody, because I'm home all day.

5 Court said no, it's not about you, it's about the  
6 child. The testimony here today is that this child is doing  
7 very well under the current custodial order. It was difficult  
8 for all children to do online schooling. I couldn't even  
9 imagine what it would be like to have a child who can't read  
10 and write trying to go on a computer and log in and sit there  
11 and follow along. But ultimately, Mikey did okay and he had  
12 the luxury of having her husband who he has a really strong  
13 relationship with now after four years, to help him on a daily  
14 basis.

15 My client takes care of all of his medical needs.  
16 My client takes care of all of his dental needs. My client  
17 takes care of all his school needs. My client has him  
18 involved in church. Mikey's a very healthy, happy, good boy.

19 So I'm not sure he met prong one. But as far as  
20 prong number two under Ellis v. Carucci, look, we do have  
21 statutes in Nevada that talk about frequent associations  
22 between children and their parents. He has frequent  
23 associations. He sees this child a portion of three days  
24 every week.

1           He sees him Thursday after school, he sees him all  
2 day Friday, and he sees him for some hours on Saturday. By  
3 agreement. My client isn't holding her grudge when it comes  
4 to the child, but my client is definitely holding a grudge  
5 when it comes to him and his parents. And when you read the  
6 transcripts, you'll see why.

7           But she understands that he needs to see his father,  
8 but she tells you she doesn't want to exchange with him, she  
9 doesn't want to see his parents, so there still is a lot of  
10 conflict in this case. And so therefore, you know, we don't  
11 necessarily agree with the rub that Mr. Houston has on it.

12           Not only that, but you know, we -- we don't need to  
13 be back in court every two or three years when parents'  
14 schedules change. You know, you can ask for a change in your  
15 visitation, but to ask for a change of custody just because  
16 you decided you want to quit your job and move to Nevada, we  
17 just had a trial two years ago, completely goes against what  
18 our case law says here in Nevada, which is to discourage the  
19 frequent re-litigation of custody disputes.

20           Mom has done nothing wrong. I don't see how  
21 anything she has done has created a change of circumstances  
22 related to Mikey. Mikey is not failing in school, Mikey is  
23 not misbehaving, Mom is not in jail, Mom hasn't been arrested  
24 for anything, Mom isn't homeless. You know, those are the



1 kind of circumstances, changes of circumstances, that we  
2 normally look for when we're talking about a change of  
3 custody; something that has gone wrong with the child as a  
4 result of either something that happened with a parent or just  
5 because the child just doesn't seem to be thriving in his  
6 current custodial situation.

7           We don't have that here, so I just find it to be  
8 really unmoving on my part that he is now here and wants a  
9 change of custody based on a move. He has as much time or  
10 more now that he's here. Good for him that he came here so  
11 that he can see him more frequently. It doesn't rise to the  
12 level of change of custody.

13           That ship sailed, it was tried two years ago, and I  
14 don't see anything that has changed that warrants a change of  
15 custody. So that's my --

16           THE COURT: Thank you.

17           MS. GALLAGHER: -- position. Thank you.

18           MR. HOUSTON: Just briefly. It is a major change,  
19 especially if -- if he hadn't had the 50/50 arrangement  
20 beforehand, and they had this 50/50 arrangement that they  
21 agreed to on a month to month basis. They agreed to it. And  
22 that's knowing whatever happened of her and her supposed  
23 allegations of domestic violence. She agreed to a month to  
24 month schedule.

1           So there wasn't any domestic violence after that  
2 agreement. There hasn't been any harm to the child ever.  
3 There hasn't been one thing of harm. And it isn't about -- it  
4 isn't about what's wrong, it's about what's better and what's  
5 best for the minor child.

6           And the state statutes are appropriate and Counsel  
7 says (indiscernible) refer to them, yeah. They say in there  
8 that the parties should share the rights and responsibility of  
9 child rearing and have a continuing relationship, and there's  
10 a presumption even for joint physical custody. If there's no  
11 court order, our statute says there is joint physical custody.

12           So it is a major change of circumstances in moving  
13 -- him moving here and him -- he didn't just on a whim give up  
14 his job and got fired, hey, I'll just move there, he gave up  
15 his job there, came here for his son, and he didn't agree --  
16 they said by agreement. He has these couple extra days,  
17 couple days a week, that isn't by agreement, that's because  
18 that's all -- she said this is it or we'll just do the  
19 schedule that we have, and I'll do that. So that wasn't some  
20 agreement that they've done that.

21           And again, I went through each of those standards  
22 and there isn't one standard that favors her over him. Not  
23 one, in obtaining primary physical custody. And you're going  
24 to read the transcript, the testimony of both of them

1 regarding that, but again, there was no finding by the Court  
2 and -- of any type of domestic violence, and there was -- and  
3 there was no finding that there's any other reason other than  
4 hey, I've got to have the child to go with one of these  
5 because he's starting kindergarten, so there's no finding by  
6 the Court of that And more importantly, in the parenting plan  
7 which was submitted apparently by both attorneys, there was no  
8 finding in there and there was no restriction, which there  
9 could have been, on his time with his son.

10           If the Court thought there was any possibility of it  
11 -- some domestic violence and him hurting his son, there would  
12 have been some restriction, whether it was supervised,  
13 supervised for six months, and then go get counseling or  
14 whatever. But there was nothing whatsoever in there. And  
15 like I say, that -- my earlier statement, if that was an issue  
16 and we thought that was going to happen, I -- I -- she could  
17 have gone back to court -- that judge and said hey, I want you  
18 to clarify this order about why you feel about domestic  
19 violence. We had this supposed letter thing here, but there's  
20 nothing in there, what were your real findings on that? And  
21 she could have asked for that. And then you would have a  
22 better idea of knowing. But now you don't have an idea of  
23 knowing.

24           Thank you.

1           THE COURT: Thank you. And I'm just going to start  
2 with the fact that, Ms. Gallagher, there will be a full  
3 analysis under Ellis, as well as the Nebraska domestic  
4 violence statute. So I just want to make sure everyone's  
5 clear that to get here was a different standard than what  
6 proceeds from here. So I just wanted to make sure we're all  
7 on the same page.

8           But I will commend both parties and I think Counsel  
9 would agree with me, as far as what we see on a regular basis  
10 for conflict and hostility, I personally appreciate the manner  
11 in which you both testified today and I'm sure that your  
12 counsel did as well.

13           I don't know how long it will take me to research.  
14 I type out my own decisions, so just so you know, it'll be a  
15 full decision along with my cases, so it just kind of -- the  
16 best I can, and this adds another layer of -- of educating  
17 myself. So I don't make these decisions lightly because a  
18 child's involved.

19           My only question is this, and I feel it's a very  
20 important question. When I'm writing my decision, do you want  
21 to be called Katie or by your given name?

22           THE DEFENDANT: Katarina is my given name and as  
23 long as people can spell it and say it, I'll go by Katarina.

24           THE COURT: All right. And so I'll go by Katarina

1 and then do you -- I heard Mikey, I heard Michael, what's your  
2 preference? Michael's okay?

3 MS. GALLAGHER: That doesn't matter, right?

4 THE PLAINTIFF: Michael's his given.

5 THE DEFENDANT: Yeah, Michael is fine.

6 THE COURT: Okay. I'm going to go with Michael.

7 THE DEFENDANT: Yeah.

8 THE COURT: I'm just very picky on that.

9 THE DEFENDANT: Okay.

10 THE COURT: So I just want to make sure that we have  
11 it, because he referred to Katie, so you'll see references to  
12 Katie as well as Katarina. All right. Thank you, everyone.  
13 Thank you, Judge.

14 THE COURT: That concludes our hearing today.

15 MS. GALLAGHER: Thank you, Your Honor.

16 THE COURT: And just for the record, the text  
17 messages were not admitted.

18 MR. HOUSTON: Right.

19 MS. GALLAGHER: Thank you.

20 THE COURT: Thank you. Thank you both.

21 (PROCEEDINGS CONCLUDED AT 10:48:41)

22 \* \* \* \* \*

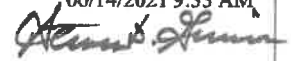
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1           ATTEST: I do hereby certify that I have truly and  
2 correctly transcribed the digital proceedings in the  
3 above-entitled case to the best of my ability.

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/s/ Kimberly C. McCright  
Kimberly C. McCright

  
CLERK OF THE COURT

1 **ORDR**

2 **DISTRICT COURT**  
3 **CLARK COUNTY, NEVADA**

4 **SCOTT M. ANTHONY,**  
5 **Petitioner.**

**CASE NO.: D-20-618325-C**  
**DEPT I**

6 **vs.**

7 **KATARINA E KURZ,**  
8 **Petitioner,**

9 **CONFIRMATION OF REGISTRATION OF CHILD CUSTODY**  
10 **DETERMINATION**

11 **THIS MATTER CAME BEFORE THE COURT** on an Evidentiary  
12 Hearing for Modification of Child Custody. Plaintiff, Scott M. Anthony (hereinafter  
13 referred to as "Scott"), appeared with counsel Joseph W. Houston II, Esq.  
14 Defendant, Katrina E. Kurz ("Katrina"), appeared with counsel Denise A.  
15 Gallagher, Esq.

16 **THE COURT FINDS** a Decree of Dissolution of Marriage was entered on  
17 September 19, 2019 in Douglas County, Nebraska.

18 **THE COURT FINDS** the Decree was filed as Exhibit A to the Complaint  
19 for Custody (modification of time share) on January 29, 2021.

**THE COURT FINDS** the Defendant did not contest the Decree as an exhibit.

**THE COURT HEREBY CONFIRMS** the registration of the Decree pursuant to NRS 125A.465.

**Dated this 14th day of June, 2021**

James Bailey

**5D9 74F 2871 FD73**  
**Sunny Bailey**  
**District Court Judge**



1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Scott M. Anthony, Plaintiff.

CASE NO: d-20-618325-c

7 vs.

DEPT. NO. Department I

8 Katarina E. Kurz, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/14/2021

15 Denise Gallagher

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16 Joseph Houston, II

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1 DAO

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4 \*\*\*\*\*

5 SCOTT M. ANTHONY,  
6 Plaintiff,

CASE NO.: D-20-618325-C  
DEPT: I

7 vs.

DATE OF HEARING:  
06/14/2021

8 KATARINA E. KURZ,  
Defendant,

TIME OF HEARING: 9:00 A.M.

9  
10 DECISION AND ORDER

11 THIS MATTER came before the Court for a Non-Jury Trial before the  
12 Honorable Sunny Bailey on June 14, 2021. Plaintiff, Scott M. Anthony (hereinafter  
13 referred to as "Scott"), appeared with counsel Joseph W. Houston II, Esq.  
14 Defendant, Katarina E. Kurz ("Katarina" or "Katie"), appeared with counsel Denise  
15 A. Gallagher, Esq.

16 The Court received and reviewed the evidence admitted into the record.  
17 The Court had the opportunity to evaluate the demeanor and credibility of the  
18 witnesses. Upon review of the record and evaluation of the credibility of the  
19 testimony, this Court makes the following findings and orders as set forth herein.  
20

21 ....

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1 The Court finds Scott overcame his burden under Ellis to support a change  
2 of custody. The Court also finds it is in Michael's best interest for the parties to  
3 share Joint Legal Custody and Joint Physical Custody.

#### 4 FINDINGS OF FACT

5 1. Scott lives in a two bedroom apartment located at 7955 Badura  
6 Avenue in Las Vegas, Nevada.

7 2. Scott and Katie (aka Katarina, Scott referred to her as Katie throughout  
8 the hearing) share one (1) minor child Michael (hereinafter referred to as  
9 "Michael"). He is seven (7) years old and will start second (2<sup>nd</sup>) grade in the  
10 upcoming school year. Scott does not have any other children.

11 3. When Scott and Katie/Katarina first separated, Katie/Katarina  
12 relocated from Nebraska to Nevada with Scott and Michael staying behind in  
13 Nebraska.

14 4. The Nebraska Court ordered joint legal and joint physical custody of  
15 Michael on a two-week schedule at the hearing on April 23, 2018. *See Exhibit 1.*

16 5. Scott and Katie/Katarina decided to modify that order without court  
17 intervention to cut down on travel costs. They agreed to implement a month on/  
18 month off schedule until the trial in July of 2019.

19 6. After the trial, the Nebraska Court granted Katie/Katarina sole legal  
20 and physical custody of Michael with a visitation schedule for Scott. *See Exhibit 2.*

21

1 This schedule afforded Scott approximately 70-75 days of visitation with Michael  
2 per year.

3 7. Scott denied the domestic violence allegations and presented evidence  
4 at the trial.

5 8. The Decree did not place any restrictions or supervision on Scott's  
6 visitations with Michael.

7 9. Scott testified he saw Michael on holidays and summers. They would  
8 also Facetime.

9 10. He did not see Michael for a period due to COVID. However,  
10 Katie/Katarina then gave him ten (10) weeks last summer instead of eight (8)  
11 weeks.

12 11. Scott moved to Las Vegas to be closer to Michael. He had a good job  
13 in Omaha that he quit in order to move to Las Vegas.

14 12. He moved to Las Vegas in October of 2020. At that time, he was  
15 employed in staffing/ recruiting in Las Vegas.

16 13. Scott testified his job interfered with his visitation. He decided to quit  
17 on January 4, 2021.

18 14. From January of 2021 to March of 2021, he was unemployed. He  
19 offered to watch Michael while Katie/Katarina worked. He also requested more  
20 time. Katie/Katarina declined his requests.

21

1           15. Another company hired him as an internal recruiter in March of 2021.  
2 He works Monday through Friday from 8:30 a.m. to 5:30 p.m.

3           16. Scott testified Katie/Katarina never raised concerns about him not  
4 caring for their son. He believes Michael is excited to spend time with him but  
5 misses his Mom and misses Dad when he is with Mom. Katie/Katarina has been  
6 flexible with visitations. However, she denied his request for a 50/50 time  
7 schedule.

8           17. Scott testified there is not a physical or mental reason why he or  
9 Katie/Katarina could not properly care for Michael. Michael goes between both he  
10 and Katie/Katarina freely and without issue. He also believes Michael's needs are  
11 met by both parents.

12           18. Although Katie/Katarina was granted sole legal custody, Scott testified  
13 she informs him of medical, dental or other issues related to Michael. However,  
14 Scott is not included with making decisions for Michael. Additionally,  
15 Katie/Katarina pays for medical insurance and they split the costs equally.

16           19. Since he moved to Las Vegas, Katie/Katarina came up with a  
17 schedule. The current time share for Scott is Thursday after school until Saturday  
18 at 5:15 p.m. This schedule affords Scott approximately 104 days of visitation with  
19 Michael per year.

20

21

1           20. Scott's father picks up Michael on Thursdays from school. His retired  
2 parents live in Utah but his father and sometimes his mother drive to Las Vegas to  
3 help with Michael. Drop offs are at the home of Katie/Katarina's parents.

4           21. Scott and Michael hike, fish and visit his parents in Utah. They also  
5 pay videogames together.

6           22. If granted additional visitation. His parents would assist with Michael.  
7 Additionally, Scott's current job is flexible and he can work from home.

8           23. Katarina (referred to as Katie by Scott) is a legal assistant at Grant  
9 Morris Dodd. She works in the office Monday through Friday from 9:00 a.m. to  
10 5:00 p.m.

11           24. Her husband, Solomon Coleman, works from home and watches  
12 Michael while she is at work.

13           25. Katie/Katarina admitted she did not have concerns with Scott's care of  
14 Michael during the month to month custody arrangement prior to the trial.  
15 However, she felt Scott's family was very mentally abusive towards her and does  
16 not want them to have anything to do with Michael.

17           26. She and Scott went to trial because she wanted Michael to attend  
18 school in Las Vegas and Scott wanted Michael to attend school in Nebraska.

19           27. After the trial, Katie/Katarina does not have any complaints in regards  
20 to Scott's ability to care for Michael.  
21

1           28. Michael is healthy and does not have any special needs.  
2       Katie/Katarina arranges doctor and dentists appointments but keeps Scott informed.

3           29. Katie/Katarina denied Scott specifically asked for time.  
4       Katie/Katarina testified she was more focused on online learning. She believed it  
5       was difficult for Scott's father to help Michael, but it was difficult for everyone.  
6       She was not prepared to adjust the schedule due to the school issue.

7           30. Michael struggled with reading. Katie/Katarina noted Michael's  
8       stepsister, who is the same age, appeared to have a teacher better prepared for  
9       distance learning.

10          31. Katie/Katarina testified she did not want to change the schedule to  
11       50/50 or 40/60 because she feels Scott's parents were mentally abusive towards her.  
12       She does not want them to watch Michael.

13          32. Currently, Katie/Katarina does not have an issue with Scott's parents  
14       because they have limited contact. She has either her husband or her parents  
15       conduct exchanges. Katie/Katarina has not ever heard Scott or his parents call her  
16       bad names or speak ill of her.

17          33. Katie/Katarina testified her husband watches Michael. Even if he does  
18       not work at home, he is off work at 3:00 p.m. and can pick up Michael after school.

19          34. Katie/Katarina and her husband are involved with the Church of Latter  
20       Day Saints. They attend every Sunday. It is very important to her to maintain the  
21       church schedule. As far as she is aware, Scott does not attend church.



## CONCLUSIONS OF LAW

### I. Nebraska Domestic Violence Statute

Nebraska Revised Statute 43-2932 *requires* the court to develop a parenting plan if a preponderance of evidence demonstrates a parent has committed domestic intimate partner abuse. NRS 43-2932(1)(a)(iii). (Emphasis added). Specifically under NRS 43-2932(1)(b):

If a parent is found to have engaged in any activity specified by subdivision (1)(a) of this section, limits *shall* be imposed that are reasonably calculated to protect the child or child's parent from harm.

The limitations may include, but are not limited to:

- (i) An adjustment of the custody of the child, including the allocation of sole legal custody or physical custody to one parent;
- (ii) Supervision of the parenting time, visitation, or other access between a parent and the child;
- (iii) Exchange of the child between parents through an intermediary or in a protected setting;
- (iv) Restraints on the parent from communication with or proximity to the other parent or the child;
- (v) A requirement that the parent abstain from possession or consumption of alcohol or nonprescribed drugs while exercising custodial responsibility and in a prescribed period immediately preceding such exercise;
- (vi) Denial of overnight physical custodial parenting time;
- (vii) Restrictions on the presence of specific persons while the parent is with the child;
- (viii) A requirement that the parent post a bond to secure return of the child following a period in which the parent is exercising physical custodial parenting time or to secure other performance required by the court; or
- (ix) Any other constraints or conditions deemed necessary to provide for the safety of the child, a child's parent, or any person whose safety immediately affects the child's welfare.

1 Furthermore, if a parent is found to have engaged in an act of domestic  
2 intimate partner abuse, the court *shall* not order legal or physical custody to be  
3 given to that parent without making specific written findings that the child and  
4 other parent can be adequately protected from harm by such limits as imposed  
5 under NRS 43-2932 (b)(i) – (ix). *See* NRS 43-2932(3). (Emphasis added). This  
6 Court finds no such findings in the Orders of the Nebraska Court.

7 The mandatory obligations of NRS 43-2932 require the court first make a  
8 finding that a party committed an act of domestic intimate partner abuse.  
9 Additionally, the court must also include provisions in the parenting plan to provide  
10 for the safety of the children and the partner. *See Gandara-Moore v Moore*, 952  
11 N.W. 2d 17 (Neb. 2020). The failure of the trial court to impose any limitations on  
12 custody, or make special written findings that such limitations would protect the  
13 child or spouse, the Court of Appeals would presume the trial court did not find the  
14 other spouse committed domestic abuse. *See Chmelka v Chmelka*, 953 N.W.2d  
15 288 (Neb. 2020).

16 Although testimony was received by the Nebraska Court as included in the  
17 transcript, the Orders of the court are void of a finding of domestic abuse as  
18 required by NRS 43-2932. A review of the Parenting Plan established sole legal  
19 and primary physical custody to Katie/Katarina of Michael. Katie/Katarina  
20 attempted to admit a letter from the trier of fact authored prior to the entry of the  
21 Decree and Parenting Plan that contained one sentence that Scott committed

1 domestic abuse. However, even if this Court considered the hearsay document, the  
2 subsequent Parenting Plan is void of any required written findings that provide for  
3 the safety of either Michael or Katie/Katarina. *See* Exhibit 2.

4 On the contrary, the Parenting Plan requires the parties to communicate and  
5 grants Scott unsupervised visitations with no extra requirements. The Court finds  
6 the Parenting Plan terms consistent with an out of state visitation schedule. As the  
7 Nebraska Court failed to make adequate written findings, this Court presumes the  
8 trial court did not find Scott committed domestic abuse. *See Chmelka v Chmelka.*

## 9 II. Modification of Custody

10 A modification of primary physical custody is warranted only when (1) there  
11 has been a substantial change in circumstances affecting the welfare of the child, and  
12 (2) the child's best interest is served by the modification. *Ellis v Carucci*, 123 Nev.  
13 145, 150 (2014).

14 Any changes in circumstances must generally have occurred since the last  
15 custody determination. *Ellis v Carucci*, 123 Nev. at 151. The substantial change  
16 requirement is based on the principle of res judicata. *Id.* "In determining whether  
17 the facts warrant a custody modification, courts should not take the 'changed  
18 circumstances' prong lightly." *Id.*

19 . . . .

20 . . . .

21

1 A move to the same city as the minor child, standing alone, does not  
2 automatically constitute a substantial change in circumstance under Ellis. However,  
3 a major relocation to be near the minor child, coupled with other circumstances that  
4 positively affect the welfare of the minor child, may be sufficient to meet this  
5 requirement under Ellis.

6 It is undisputed that Michael now spends time with Scott on a weekly basis.  
7 It is also undisputed that Michael enjoys his time with his father and they have a  
8 loving relationship.

9 **THE COURT FINDS** Scott met his burden to demonstrate a substantial  
10 change in circumstance that affects the welfare of the child.

11 The Court now turns its attention to the second prong, the child's best  
12 interest is served by the modification.

13 The Court now turns its attention to the best interest of the child. NRS  
14 125C.0035(4).

15 *4. In determining the best interest of the child, the court shall*  
16 *consider and set forth its specific findings concerning, among other*  
*things:*

17 *(a) The wishes of the child if the child is of sufficient age and*  
18 *capacity to form an intelligent preference as to his or her physical*  
*custody.*

19 At seven (7) years of age, Michael is not of sufficient age and capacity to  
20 form an intelligent preference as to his physical custody.

21 . . .

1           (b) *Any nomination of a guardian for the child by a parent.*

2           Nomination of guardianship is not relevant in these proceedings between  
3 two parents and not involving a third party.

4           (c) *Which parent is more likely to allow the child to have frequent*  
5 *associations and a continuing relationship with the noncustodial*  
6 *parent.*

7           The Court finds this factor neutral. Scott testified that although  
8 Katie/Katarina had primary custody, she was extremely flexible in visitations.  
9 Upon his move to Las Vegas, Katie/Katarina changed the schedule from the  
10 holiday/ school break schedule outlined in the Decree to the current schedule of  
11 Thursday through Saturday. However, Scott's request for additional time was  
12 denied.

13           (d) *The level of conflict between the parents.*

14           The Court finds this factor to be neutral. Katie/Katarina testified the  
15 parties have conflict in their relationship. She testified Scott's parents were  
16 emotionally abusive to her in the past. She does not want them to watch Michael.  
17 Katie/Katarina also testified that she avoids contact with both Scott and his  
18 parents due to this conflict and custodial exchanges occur at the home of her  
19 parents. However, Katie/Katarina admitted that neither Scott nor his parents ever  
20 spoke ill of her or called her names. Katie/Katarina did not testify as to any  
21 conflict since the Decree was entered in 2019. Scott testified as to the absence of  
any conflict between the parties.

1           (e) *The ability of the parents to cooperate to meet the needs of the child.*

2           The Court finds this factor to be neutral. Although Katie/Katarina was  
3 granted sole legal custody, she still kept Scott informed about any medical or  
4 school related issues with Michael. The Court found the testimony of the parties  
5 established they had an amicable relationship and put the needs of Michael first.

6           (f) *The mental and physical health of the parents.*

7           The Court did not receive credible evidence as to this factor.

8           (g) *The physical, developmental and emotional needs of the child.*

9           The Court finds this factor neutral. It is undisputed Michael struggled with  
10 distance learning this past school year. Katie/Katarina expressed concern Scott's  
11 father was unable to assist Michael with distance learning. However, she also  
12 noted distance learning was difficult on everyone. Katie/Katarina testified  
13 Michael's teacher did not appear as apt as the teacher of his stepsibling with  
14 distance learning. The Court notes Katie/Katarina's testimony further  
15 demonstrates the maturity of the relationship between the parties and their ability  
16 to co-parent Michael.

17           (h) *The nature of the relationship of the child with each parent.*

18           The Court finds this factor to be neutral. It is undisputed by either party  
19 that Michael has a good relationship with each parent. It is also undisputed that  
20 both Scott and Katie/Katarina love Michael very much. Scott testified Michael is

21

1 happy to see him but also misses his Mom during visitations and vice versa.

2 Katie/Katarina agreed that Michael loves his father.

3 *(i) The ability of the child to maintain a relationship with any sibling.*

4 The Court finds this factor to be neutral. Neither Katie/Katarina nor Scott  
5 has other biological children. Katie/Katarina testified that Michael has a  
6 stepsibling of the same age. However, she did not testify as to the nature of their  
7 relationship.

8 *(j) Any history of parental abuse or neglect of the child or a sibling  
9 of the child.*

10 The Court did not receive credible evidence as to this factor.

11 *(k) Whether either parent or any other person seeking physical  
12 custody has engaged in an act of domestic violence against the child,  
a parent of the child or any other person residing with the child.*

13 As outlined in the analysis above, the Court did not receive credible  
14 evidence that Scott engaged in an act of domestic violence against either Michael or  
15 Katie/Katarina.

16 *(l) Whether either parent or any other person seeking physical  
17 custody has committed any act of abduction against the child or any  
other child.*

18 The Court did not receive credible evidence as to this factor.

19 **THE COURT FINDS** it is in Michael's best interest for Scott and  
20 Katie/Katarina to exercise Joint Physical Custody.

21 . . . .

1 As to joint legal custody, NRS 125C.002 states:

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

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

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

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

14 The Nebraska Court granted Katie/Katarina sole legal custody of Michael.

15 As outlined above, the Court found it would be in Michael's best interest for Scott  
16 and Katie/Katarina exercise Joint Physical Custody.

17 **THE COURT FINDS** it would be in the best interest of Michael for  
18 Katie/Katarina and Scott to exercise Joint Legal Custody.

### 19 **III. Child Support**

20 In regards to child support, NAC 425.115 states:

21 ***Determination of child support obligation in accordance with  
guidelines if no stipulation; adjustment of obligation based upon  
type of custody held by parent.***

1. *If the parties do not stipulate to a child support obligation  
pursuant to NAC 425.110, the court must determine the child  
support obligation in accordance with the guidelines set forth in  
this chapter.*

2. *If a party has primary physical custody of a child, he or she is  
deemed to be the obligee and the other party is deemed to be the  
obligor, and the child support obligation of the obligor must be  
determined.*



1 Scott filed a Financial Disclosure which established an average monthly  
2 income of \$4,507.00. His child support obligation amounts to \$721.00.  
3 Katie/Katarina filed a Financial Disclosure which established an average monthly  
4 income of \$2,510.00. Her child support obligation amounts to \$401.00.  
5 Therefore, Scott's monthly child support obligation is \$320.00 a month. This  
6 obligation is payable to Katie/Katarina and due the first of every month.

7 Katie/Katarina also provides health insurance for Michael. Scott shall  
8 reimburse Katie/Katarina one-half of the cost of any insurance.

9 **THE COURT FINDS** Scott's monthly child support obligation is  
10 \$320.00 a month plus one-half the cost of any insurance, if applicable.

11 **ORDERS**

12 **NOW, THEREFORE, IT IS HEREBY ORDERED** that, except as  
13 otherwise provided herein, all provisions of the parties' Decree of Dissolution of  
14 Marriage and Parenting Plan entered on September 19, 2019, shall remain in full  
15 force and effect.

16 **NOW, THEREFORE, IT IS FURTHER ORDERED** that the parties  
17 shall exercise Joint Legal Custody of Michael and that the parties shall abide by the  
18 following joint legal custody provisions:

19 A. The parties shall consult and cooperate with each other in  
20 substantial questions relating to religious upbringing, educational  
21

1 programs, significant changes in social environment, and health care of  
2 the child.

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

6 C. The parties shall participate in decisions regarding all schools  
7 attended, and all providers of child care of the parties' minor child.

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

12 E. Each party is to provide the other party, upon receipt,  
13 information concerning the well-being of the child, including, but not  
14 limited to, copies of report cards; school meeting notices; vacation  
15 schedules; class programs; requests for conferences; results of  
16 standardized or diagnostic tests; notices of activities involving the child;  
17 samples of school work; order forms for school pictures; all  
18 communications from health care providers; the names, addresses, and  
19 telephone numbers of all schools, health care providers, regular day care  
20 providers and counselors.  
21

1 F. Each party is to advise the other party of the school, athletic, and  
2 social events in which the child participates. Both parties may  
3 participate in activities for the child, such as open house, attendance at  
4 an athletic event, etc.

5 G. Each party is to provide the other party with the address and  
6 telephone number at which the minor child resides, and to notify the  
7 other party prior to any change of address and provide the telephone  
8 number as soon as it is assigned.

9 H. Each party is to provide the other party with a travel itinerary  
10 and, whenever reasonably possible, telephone numbers and addresses at  
11 which the child can be reached whenever the child will be away from  
12 the parties' home for a period of two (2) nights or more.

13 I. Each party shall be entitled to reasonable telephone  
14 communication with the child. Each party is restrained from  
15 unreasonably interfering with the child's right to privacy during such  
16 telephone conversation. Telephone conversations shall be initiated  
17 either by the child or parent and are to occur during reasonable  
18 household hours.

19 . . . .  
20 . . . .  
21 . . . .

1           **IT IS FURTHER ORDERED** the parties shall exercise Joint Physical  
2 Custody of Michael on an alternating week schedule as follows:

3           Week one:

4           Scott: Sunday 6:00 p.m. – to the following Sunday at 6:00 p.m.

5           Week two:

6           Katie/Katarina: Sunday 6:00 p.m. – to the following Sunday at 6:00 p.m.

7           **IT IS FURTHER ORDERED** the parties shall follow the Department I  
8 Holiday scheduled attached as Exhibit 1.

9           **IT IS FURTHER ORDERED** that Scott's child support obligation is  
10 reduced to \$320.00 per month based upon NAC 425.150 (e) and NAC 425.150 (h).  
11 The parties shall provide a tax return to the other party no later than April 30<sup>th</sup> of  
12 each year beginning April 2022.

13           **IT IS FURTHER ORDERED** that Katie/Katarina will provide health  
14 insurance for Michael. Whatever the cost of the premium is in an amount  
15 attributable to the child, that amount should be equally split and added to Scott's  
16 child support obligation. Out of pocket medical expenses can be split equally under  
17 the 30/30 day rule. The Parties are required to document expenses, timely  
18 exchange receipts, or run the risk of request for reimbursement towards a medical  
19 expense being deemed waived.

20           . . . .

21           . . . .



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

2 (a) The parties may agree, and the court shall include in the  
3 order for custody of the child, that the United States is the  
4 country of habitual residence of the child for the purposes of  
applying the terms of the Hague Convention as set forth in  
subsection 7.

5 (b) Upon motion of one of the parties, the court may order the  
6 parent to post a bond if the court determines that the parent  
7 poses an imminent risk of wrongfully removing or concealing  
8 the child outside the country of habitual residence. The bond  
9 must be in an amount determined by the court and may be used  
10 only to pay for the cost of locating the child and returning the  
child to his or her 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.

11 **NOTICE IS HEREBY GIVEN** that, pursuant to NRS 125C.0065:

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

16 (a) Attempt to obtain the written consent of the non-relocating  
parent to relocate with the child; and

17 (b) If the non-relocating parent refuses to give that consent,  
18 petition the court for primary physical custody for the purpose  
of relocating.

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

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

21 (b) For the purpose of harassing the relocating parent.

1           3. A parent who relocates with a child pursuant to this section  
2           before the court enters an order granting the parent primary  
3           physical custody of the child and permission to relocate with  
4           the child is subject to the provisions of NRS 200.359.

5           **NOTICE IS HEREBY GIVEN** that the non-custodial parent may be  
6           subject to the withholding of wages and commissions for delinquent payments of  
7           support pursuant to NRS 31A.010, *et. seq.* and NRS 125.007.

8           **NOTICE IS HEREBY GIVEN** that pursuant to NRS 125B.145, the  
9           parties may request a review of child support every three years, or at any time upon  
10          changed circumstances.

11          **NOTICE IS HEREBY GIVEN** that both parties shall submit the  
12          information required by NRS125B.055, NRS 125.30 and NRS 125.230 on a  
13          separate form to the Court and to the Welfare Division of the Department of Human  
14          Resources within ten days from the date this Order is filed. Such information shall  
15          be maintained by the Clerk in a confidential manner and not part of the public  
16          record. The parties shall update the information filed with the Court and the  
17          Welfare Division of the Department of Human Resources within ten days should  
18          any of that information become inaccurate.

19          **NOTICE IS HEREBY GIVEN** that if you want to adjust the amount of  
20          child support established in this order, you **MUST** file a motion to modify the order  
21          with or submit a stipulation to the court. If a motion to modify the order is not filed  
22          or a stipulation is not submitted, the child support obligation established in this

1 order will continue until such time as all children who are the subject of this order  
2 reach 18 years of age or, if the youngest child who is subject to this order is still in  
3 high school when he or she reaches 18 years of age, when the child graduates from  
4 high school or reaches 19 years of age, whichever comes first. Unless the parties  
5 agree otherwise in a stipulation, any modification made pursuant to a motion to  
6 modify the order will be effective as of the date the motion was filed.

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Dated this 22nd day of June, 2021

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**EOB 799 B824 B796**  
**Sunny Bailey**  
**District Court Judge**

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# Exhibit 1

***Eighth Judicial District Court  
Department I – Family Division  
Holiday and Vacation Plan***

This schedule shall remain in effect unless: (1) the parties agree in writing, signed by both parties, to an alternate schedule; or (2) by subsequent order of the Court.

***Precedence:***

The *holiday* schedule shall take precedence over *vacation* periods; and *vacation* periods shall take precedence over regular timeshare periods. Where there is an overlap of conflicting holidays, the following priority shall prevail:

	<u>Odd Year</u>	<u>Even Year</u>
Overlap Precedent	DAD	MOM

***Weekend Holidays***

The parents will share weekend holidays based on the following schedule. The holiday weekend begins upon the release of school for the holiday period and continues until the morning school resumes following the holiday, at the first morning bell, unless otherwise noted. In the event that school is not in session, the following holiday time will begin on Friday at 3:00 p.m., and continue until 9:00 a.m., on the first weekday following the holiday.

	<u>Odd Year</u>	<u>Even Year</u>
Martin Luther King Day Weekend	MOM	DAD
President's Day Weekend	DAD	MOM
Mother's Day Weekend	MOM	MOM
Memorial Day Weekend	MOM	DAD
Father's Day Weekend	DAD	DAD
Independence Day <sup>1</sup>	DAD	MOM
Labor Day Weekend	MOM	DAD
Nevada Admission Day Weekend	DAD	MOM
Halloween Day <sup>2</sup>	DAD	MOM
Veterans' Day Weekend <sup>3</sup>	MOM	DAD

<sup>1</sup> Independence Day will include the weekend if the holiday occurs on a Friday, Saturday, Sunday or Monday of any given year. In the event the holiday occurs on Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on July 3<sup>rd</sup> and continue until July 5<sup>th</sup> at 9:00 a.m.

<sup>2</sup> Halloween will be celebrated as a one day holiday, beginning upon the release of school, or 9:00 a.m., if school is not in session, and continuing until the next morning when school resumes or 9:00 a.m., if school is not in session.

<sup>3</sup> Veterans' Day will include the weekend if it is attached to a weekend holiday period. In the event the holiday is celebrated as a one-day holiday by the school district, it shall begin at 9:00 a.m. on November 11<sup>th</sup> and continue until November 12<sup>th</sup> at 9:00 a.m. In the event the

***Birthdays***

The parents will share birthdays based on the schedule set forth below. The birthday schedule will begin after school on the birthday (or if school is not in session, at 9:00 a.m.) and continue until the morning following the birthday at 9:00 a.m., or when school begins, at the first morning bell, if school is in session, when the regular residential schedule will resume. The designated parent shall be entitled to have ALL of the parties' children in his/her care during the birthday period.

	<u>Odd Year</u>	<u>Even Year</u>
Children's Birthdays	MOM	DAD

***Easter/Spring Break***

The parents will share the Easter/Spring Break based on the following schedule, with the holiday period to begin upon the release of school for the holiday period and continue until school resumes following the Spring Break at the first morning bell.

	<u>Odd Year</u>	<u>Even Year</u>
Easter/Spring Break	DAD	MOM

***Thanksgiving***

The parents will share the Thanksgiving Break based on the following schedule, with the holiday period to begin upon the release of school before Thanksgiving and shall continue until school resumes following the holiday.

	<u>Odd Year</u>	<u>Even Year</u>
Thanksgiving Break	MOM	DAD

***Winter Break***

The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the school calendar releases for the break and shall continue until December 26<sup>th</sup> at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break.

	<u>Odd Year</u>	<u>Even Year</u>
First Segment/Christmas	DAD	MOM
Second Segment/New Year's	MOM	DAD

***Religious Holidays***

When parents do not share the same religious beliefs, each parent shall have the right to provide religious instruction of their choosing to the child(ren). When both parents are of the same faith, both parents shall have the opportunity to enjoy the right to celebrate a religious holiday with the child(ren) on an alternating year basis. The following sample religious holiday schedules are intended to provide examples of shared holiday schedules for religious holidays and apply *only if* one or both parents have traditionally celebrated such holidays with the parties' child(ren):

school district does not provide a release from school for Veterans' Day, neither party shall be entitled to a variance from the regular timeshare for this holiday period.

***Sample Jewish Holiday***

The following holidays begin upon the release of school before the holiday period, or if school is not in session at 3:00 p.m., and continue as designated until school resumes the day after the holiday period, or if school is not in session at 9:00 a.m.:

	<u>Odd Year</u>	<u>Even Year</u>
Passover [1 <sup>st</sup> two nights]	DAD	MOM
Rosh Hashanah [2 day holiday]	MOM	DAD
Yom Kippur [One day holiday]	DAD	MOM
Purim [One day holiday]	MOM	DAD
Sukkot [1 <sup>st</sup> two nights]	DAD	MOM
Hanukkah [1 <sup>st</sup> two nights]	MOM	DAD

***Sample Baha'i Holy Days and Commemorative Days***

The following holidays, when work is to be suspended, begin upon the release of school before the holiday period, or if school is not in session at 3:00 p.m., and continue as designated until school resumes the day after the holiday period, or if school is not in session at 9:00 a.m.:

	<u>Odd Year</u>	<u>Even Year</u>
Naw-Ruz	DAD	MOM
March 21		
Festival of Ridvan	MOM	DAD
April 21		
Declaration of the Bab	DAD	MOM
May 23		
Ascension of Baha'u'llah	MOM	DAD
May 29		
Martyrdom of Bab	DAD	MOM
July 9		
Birth of the Bab	MOM	DAD
October 20		
Birth of Baha'u'llah	DAD	MOM
November 12		

***Summer/Track Vacation***

Each parent shall have on fourteen (14) day uninterrupted summer timeshare with the child(ren) per year during the period of summer or track release for the Clark County School District. The fourteen (14) day period may not be added to regular timeshare dates to extend a parent's summer vacation beyond fourteen (14) days without the written consent of the other party.

///

1 The parent with selection priority shall provide notice of his/her summer vacation dates in  
2 writing via email by March 1<sup>st</sup> with the other parent providing notice of her/his summer  
3 vacation dates in writing via email by March 15<sup>th</sup>. Track vacation dates must be designated  
4 at least thirty (30) days before the track break begins. Failure to provide notice of  
5 summer/track vacation dates by deadline provided shall constitute a waiver of priority and the  
6 other party shall have the right to provide written notice of his/her summer/track vacations  
7 dates, which shall take precedence for that year only. If a party does not provide written  
8 notice of his or her vacation dates by May 1<sup>st</sup>, that party shall have waived his/her right to  
9 exercise a vacation period for that year only.

5		<u>Odd Year</u>	<u>Even Year</u>
6	Vacation Selection Priority	DAD	MOM

7 ***Year-Round School***

8 In the event the parties' child(ren) attend year round school, the regular timeshare shall  
9 continue during all track breaks unless: (1) either party has designated a vacation period, as  
10 set forth above, or (2) otherwise agreed in a writing signed by both parties.

11 ***In-Service/Professional Development Days***

12 Undesignated school holidays shall follow the parties' regular timeshare schedule. However,  
13 in the event an in-service day is attached to a weekend or other holiday period, the  
14 undesignated holiday shall attach to the weekend or other holiday period and the parent  
15 assigned the weekend or holiday period (including any undesignated period) until school  
16 resumes following the weekend or other holiday period, at the first morning bell.

17 ***Transportation***

18 The receiving parent shall be responsible for providing transportation, unless otherwise  
19 ordered by the Court.

20  
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1 **CSERV**

2 **DISTRICT COURT**  
3 **CLARK COUNTY, NEVADA**

4  
5  
6 Scott M. Anthony, Plaintiff.

CASE NO: d-20-618325-C

7 vs.

DEPT. NO. Department I

8 Katarina E. Kurz, Defendant.

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Decision and Order was served via the court's electronic eFile system  
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14 Service Date: 6/22/2021

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