

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

LUKE HATCH,  
Appellant

v.  
KAYCE HATCH  
Appellee

No. 83307 Electronically Filed  
Aug 24 2021 02:38 p.m.  
DOCKETING Elizabeth N. Brown  
CIVIL APPEALS Clerk of Supreme Court

## GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

## WARNING

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

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

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

1. Judicial District Seventh Department 2  
County Lincoln Judge Fairman  
District Ct. Case No. CV 0200720

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

Attorney BRET WHIPPLE Telephone 702-731-0000  
Firm JUSTICE LAW CENTER  
Address 1100 South 10th Street  
Las Vegas, NV 89104

Client(s) Luke Hatch

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

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

Attorney Byron L Mills Telephone 702-386-0030  
Firm Mills & Anderson  
Address 703 South Eighth Street  
Las Vegas, NV 89101

Client(s) Kayce Hatch

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) 7

(List additional counsel on separate sheet if necessary)

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

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

**5. Does this appeal raise issues concerning any of the following?**

- ☒ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

N/A

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

Hatch v. Hatch is a divorce and custody action arising out of the Seventh Judicial District Court. Below, mother (Kayce Hatch) was awarded certain rights, including primary physical custody of the minor children, and financial awards, which Appellant contests on appeal.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the District Court improperly awarded mother primary physical custody?

Whether the District Court improperly awarded mother an excessive and unwarranted amount of financial support?

Whether the District Court improperly required Appellant to buy out mother's shares of a business which relies extensively on the personal services of Appellant himself?

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

N/A

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

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

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

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

NRAP 17(b)(10) presumptively assigns this case to the Court of Appeals.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 1

Was it a bench or jury trial? Divorce bench trial

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

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** July 9, 2021

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

**17. Date written notice of entry of judgment or order was served** July 9, 2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

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

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** 7/30/2021

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

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

NRAP 4(a)

---

**SUBSTANTIVE APPEALABILITY**

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

(a)

- |                                                   |                                       |
|---------------------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)            | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

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

Appellant appeals from a final order (decree of divorce) in a civil action (CV-0200720).



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

(a) Parties:

Luke Hatch, Kayce Hatch

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

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

Luke Hatch requested equal custody, Kayce Hatch was awarded primary custody.

Luke Hatch sought to avoid the Court compelling him to purchase business shares from Kayce Hatch, he was ordered to do so.

Luke Hatch contestst the calculation of the award of child support and other financial awards.

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

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

## VERIFICATION

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

LUKE HATCH

Name of appellant

Bret O. Whipple Esq.

Name of counsel of record

8-24-2021

Date

/s/ Bret O. Whipple, Esq.

Signature of counsel of record

Clark County Nevada

State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 24 day of August, 2021, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Bryon Mills

703 S eighth Street

Las Vegas, NV 89101

Dated this 24th day of August, 2021

/s/ Bret O. Whipple, Esq.

Signature

1 **COMD**

2 **BYRON L. MILLS, ESQ.**

3 Bar No. 6745

4 **MILLS & ANDERSON**

5 703 South Eighth Street

6 Las Vegas NV 89101

7 Attorney for Plaintiff

8 (702) 386-0030

9 attorneys@millsnv.com

FILED

2020 FEB 11 PM 2:47

LISA C. FLORES  
LINCOLN COUNTY CLERK

AC  
DEPUTY

10 **IN THE SEVENTH JUDICIAL DISTRICT COURT**  
11 **LINCOLN COUNTY, NEVADA**

12 KAYCE HATCH, )

13 Plaintiff, )

14 vs. )

15 LUKE HATCH, )

16 Defendant. )

CV NO.: CV 0200720  
DEPT. NO.:

17 **COMPLAINT FOR DIVORCE**

18  
19 COMES NOW the Plaintiff, KAYCE HATCH, by and through her attorney,  
20 BYRON L. MILLS, ESQ., of MILLS & ANDERSON and for a cause of action  
21 against the above-named Defendant alleges as follows:

22 1. That the Plaintiff is now and for more than six (6) weeks immediately  
23 preceding the commencement of this action has been an actual, bona fide resident  
24 of the County of Lincoln, State of Nevada, and during all of the said period of time  
25 has been actually, physically and corporeally present and residing in the County of  
26 Lincoln, State of Nevada.

27 2. That Plaintiff and Defendant were intermarried on August 11, 2000  
28 St. George, Utah, and, thereupon became, and continue to be, husband and wife.

1 The parties have lived separate and apart since July 2019.

2 3. The parties have five children, but Cody Hatch has attained the age of  
3 majority. The remaining children born the issue of the parties are MILLE K.  
4 HATCH, born May 22, 2015; LYNDIA E. HATCH, born June 26, 2008; LUKE S.  
5 HATCH, born July 25, 2005; and KATE E. HATCH, born June 16, 2003. There  
6 are no adopted children and to Kayce's knowledge, she is not pregnant.

7 4. That the parties are fit and proper persons to be awarded the joint  
8 legal custody of their minor children. Joint legal custody entails the following:

- 9 a. Each parent will consult and cooperate with the other in substantial  
10 questions relating to religious upbringing, educational programs,  
11 significant changes in social environment, and health care of the  
12 child(ren).
- 13 b. Each parent shall have access to healthcare and school records  
14 pertaining to the child(ren) and be permitted to independently consult  
15 with any and all professionals involved with the child(ren).
- 16 c. All schools, healthcare providers, and regular daycare providers for  
17 the child(ren) shall be selected jointly by the parties.
- 18 d. Each parent shall be empowered to obtain emergency health care for  
19 the child(ren) without the consent of the other parent. healthcare  
20 includes all treatment for mental health, therapy and counseling.  
21 Each parent shall notify the other parent as soon as reasonably  
22 possible of any illness requiring medical attention, or any emergency  
23 involving the child(ren). Neither party may obtain non-emergency  
24 healthcare for the child(ren) without advance notice to the other  
25 parent of the time and date of the appointment so that the other parent  
26 may attend.
- 27 e. Each parent shall have access to any information concerning the  
28 well-being of the child(ren), including, but not limited to, copies of

1 report cards; school meeting notices; vacation schedules; class  
2 programs; requests for conferences; results of standardized or  
3 diagnostic tests; notices of activities involving the child(ren); samples  
4 of school work; order forms for school pictures; all communications  
5 school, health care providers and regular day care providers for the  
6 child(ren) to include the names, addresses, and telephone numbers of  
7 all such schools, health care providers, and regular daycare providers.

8 f. Each parent will advise the other parent of school, athletic, church,  
9 and social events in which the child(ren) participate(s), and each  
10 agrees to notify the other parent within a reasonable time after first  
11 learning of the future occurrence of any such event so as to allow the  
12 other parent to make arrangements to attend the event if he or she  
13 chooses to do so. Both parents may participate with the child(ren) in  
14 all such events, including but not limited to, attendance at school  
15 events, athletic events, church events, social events, open house,  
16 school plays, graduation ceremonies, school carnival, etc.

17 g. Each parent shall be prohibited from enrolling the child(ren) in  
18 extracurricular activities which infringes upon the other parent's  
19 parenting time without advance authorization from the other parent.

20 h. Each parent shall provide the other parent with the address and  
21 telephone number at which the minor child(ren) reside(s), and to  
22 notify the other parent at least ten (10) days prior to any change of  
23 address and provide the telephone number of such address change as  
24 soon as it is assigned.

25 i. Each parent shall provide the other parent with a travel itinerary and,  
26 whenever reasonably possible, telephone numbers at which the  
27 child(ren) can be reached whenever the child(ren) will be away from  
28 the parent's home for a period of two (2) nights or more.

1 j. Each parent shall encourage liberal communication between the  
2 child(ren) and the other parent. Each parent will be entitled to  
3 reasonable telephone communication with the child; each parent  
4 agrees he or she will not unreasonably interfere with the child's right  
5 to privacy during such telephone conversation.

6 k. Neither parent will interfere with the right of the child to transport  
7 their clothing and personal belongings freely between the parent's  
8 respective homes.

9 l. The parents agree to communicate directly with each other regarding  
10 the needs and well-being of the child, and each parent further agrees  
11 not to use the child to communicate with the other parent regarding  
12 parental issues. The parents agree to use self-control and to not  
13 verbally or physically abuse each other in the presence of the minor  
14 child.

15 m. Neither parent shall disparage the other in the presence of the  
16 child(ren), nor will either parent make any comment of any kind that  
17 would demean the other parent in the eyes of the child(ren).  
18 Additionally, each parent agrees to instruct their respective family  
19 and friends to make no disparaging remarks regarding the other  
20 parent in the presence of the child(ren). The parents will take all  
21 action necessary to prevent such disparaging remarks from being  
22 made in the presence of the child(ren), and will report to each other  
23 in the event such disparaging remarks are made.

24 5. That Kayce be awarded the primary care, custody and control of the  
25 parties' children with Luke having visitation as follows:

26 ➤ Every Thursday after school until Friday at 9:00 a.m. If no  
27 school, at 3:00 p.m. on Thursday until Friday at 9:00 a.m.

28 ➤ Each Sunday from 4:00 p.m. until 7:00 p.m.

6. The parties will share holidays as follows:

### **HOLIDAYS**

Holidays and special times shall take precedence over, but not break the continuity of, the visitation schedule.

### **EASTER**

Easter will be alternated each year with Kayce having the minor children in the even numbered years from 9:00 a.m. until 8:00 p.m. and Luke having the minor children in odd numbered years from 9:00 a.m. until 8:00 p.m.

### **THANKSGIVING**

Thanksgiving will be alternated each year with the first period being from 3:00 p.m. the Wednesday preceding Thanksgiving until 3:00 p.m. Thanksgiving Day and the second period being from 3:00 p.m. Thanksgiving Day until 3:00 p.m. Friday. In the even numbered years, Luke will have the first period and Kayce will have the second period. In the odd numbered years, Kayce will have the first period and Luke have the second period.

### **CHRISTMAS**

Christmas shall be divided into two periods and will be alternated each year with the first period being from 10:00 a.m. Christmas Eve until 12:00 noon Christmas Day and the second period being from 12:00 noon Christmas Day until December 26<sup>th</sup> at 5:00 p.m. In the even numbered years, Luke will have the first period and Luke will have the second period. In the odd numbered years, Kayce will have the first period and Luke will have the second period.

### **MOTHER'S/FATHER'S DAY**

The mother shall have the children every year for Mother's Day, and the father shall have the children every year for Father's Day. Mother's/Father's Day shall begin at 8:00 p.m. on Saturday preceding the special Sunday until 8:00 p.m. Sunday.



## BIRTHDAYS

The children's birthdays shall be alternated on a yearly basis between the parents, with Kayce having odd numbered years commencing at 8:00 a.m. the day of the children's birthday and ending at 8:00 p.m. and Luke having even numbered years. The parents shall each have the children for their own respective birthday celebrations commencing at 8:00 a.m. the day of their birthday and ending 8:00 p.m.

## SPECIAL PROVISIONS

a. The receiving parent will be responsible for transportation;

b. Any additional time with the children or changes in the schedule shall be arranged by mutual agreement.

7. Pursuant to Eighth Judicial District Court Rule, 5.302, all parties, in all domestic relations actions involving divorce, custody or paternity, where the interests of the minor children under the age 18 years are involved, shall successfully complete the TRANSPARENTING class. The program shall be successfully completed within 45 days of service of the initial complaint or petition upon defendant. No action shall proceed to final hearing or order until notice of completion has been filed; provided, however that noncompliance by a parent who enters no appearance shall not delay the final hearing.

8. That under LCB File No. R183-18, going into effect on February 1, 2020, based upon Luke's gross monthly income of approximately \$13,417, he shall pay to Kayce the sum of \$2,479 per month as and for child support until such time as the minor children reach 18 years of age, or, if still enrolled in high school upon reaching 18 years of age, until the minor children reach 19 years of age or graduate high school, whichever occurs sooner, become self-supporting or become otherwise emancipated. Said child support shall be paid on the 1<sup>st</sup> day of each month.

9. That Luke maintain medical, dental and optical insurance coverage for

1 the benefit of the parties' minor children. The parties will equally divide the costs  
2 for the insurance premium, if any. The parties shall equally divide any  
3 unreimbursed medical expenses or deductibles not covered by said insurance  
4 pursuant to the 30/30 Rule.

5 10. That Kayce be awarded the property located at 386 Broadway Street,  
6 Alamo, Nevada as her sole and separate property. The parties shall retain a  
7 mutually agreed upon appraiser to assess the value of the residence in order to  
8 determine the current value of Luke's interest. The parties will equally divide the  
9 costs of the appraisal. As soon as economically feasible, Kayce will refinance the  
10 residence into her sole name and Luke will sign any documents to effectuate the  
11 refinance and he will be paid his interest at the time of closing. If Kayce is unable  
12 to refinance the property or elects not to retain the residence, then the house shall  
13 be sold and after deducting closing costs, realtor fees, etc., the net proceeds be  
14 equally divided between the parties.

15 11. That during the pendency of this action, Kayce shall be awarded the  
16 exclusive use and possession of the marital residence.

17 12. That Luke is a partner in the business known as "KW Legacy Ranch"  
18 and the parties hold a 33% interest. Luke will buy-out Kayce's interest in his 33%  
19 of the business and he will retain the parties' interest as his separate property. The  
20 parties shall retain a business evaluator to determine her interest.

21 13. That Luke is a partner in the business known as "HW Property Group,  
22 LLC" and the parties hold a 33% interest. Luke will buy-out Kayce's interest in his  
23 33% of the business and he will retain the parties' interest as his separate property.  
24 The parties shall retain a business evaluator to determine her interest.

25 14. That Luke is a partner in the business known as "HW Group LLC"  
26 and the parties hold a 33% interest. Luke will buy-out Kayce's interest in his 33%  
27 of the business and he will retain the parties' interest as his separate property. The  
28 parties shall retain a business evaluator to determine her interest.

1           15. That the remaining property belonging to the parties hereto should be  
2 divided as follows:

3           **TO KAYCE:**

- 4           a. Furniture and furnishings in her possession;  
5  
6           b. 2007 Dodge Caravan, subject to encumbrance;  
7  
8           c. Wells Fargo checking and savings in her name only;  
9  
10          d. Pahrangat Valley Credit Union checking and savings  
11             accounts in her name;  
12  
13          e. Miscellaneous personal possessions including, but  
14             not limited to, clothing and jewelry

15           **TO LUKE:**

- 16          a. Furniture and furnishings in his possession;  
17  
18          b. 2003 Saturn Vue, free of encumbrance  
19  
20          c. Bank accounts in his name;  
21  
22          d. Miscellaneous personal possessions including, but  
23             not limited to, clothing and jewelry

24           16. That there are no retirement or investment accounts to be divided.

25           17. That there may be additional community property belonging to the  
26 parties hereto, the exact amounts and descriptions of which are unknown to  
27 Plaintiff at this time. Plaintiff for leave of this Court to amend this Complaint to  
28 insert the community property when the same has become known to her at the time  
of trial in this matter. Plaintiff requests this Court to make a fair and equitable  
division of all community property.

          18. That Luke will assume the credit card debt in the approximate of  
\$37,000 and any other debts held in his separate name, indemnifying and holding

1 Plaintiff harmless therefrom.

2 19. The parties will equally divide the shares loan through Pahrnagat  
3 Valley Credit Union in the approximate amount of \$10,789.26. Until the divorce  
4 is final, if the Court grants adequate spousal support, Kayce will continue to make  
5 the monthly payments on the loan.

6 20. The That there may be additional community debts due and owing by  
7 the parties, the exact amounts and descriptions of which are unknown to Plaintiff at  
8 this time. Plaintiff prays for leave of this Court to amend this Complaint to insert  
9 the community debts when the same have become known to her at the time of trial  
10 in this matter.

11 21. That Luke able bodied man and fully capable of contributing toward  
12 the support and maintenance of Kayce. Since the parties' separation, Luke has  
13 been depositing into the joint account approximately \$5,500 per month for Kayce  
14 to pay the monthly expenses including, but not limited to,

- 15 a. Mortgage and utilities;
- 16 b. Car payment;
- 17 c. Insurance;
- 18 d. Expenses for the children i.e., clothes and activities;
- 19 e. Cell phone(s);
- 20 f. Travel expenses;
- 21 g. Groceries and other miscellaneous items.

22 Therefore, Kayce requests that Luke continue to pay Kayce \$5,500 per month so  
23 she can continue to pay the monthly expenses noted above. In addition, Luke's  
24 company pays certain expenses for the community i.e., cell phone and insurance.  
25 Therefore, Luke shall continue to ensure that the company continues pay the  
26 expenses historically paid until the conclusion of the divorce. Once the parties are  
27 divorced, Kayce is requesting spousal support in an amount to be determined.  
28

22. That commencing in 2019, Kayce will claim the minor children as tax exemptions/deductions and any childcare tax credit.

23. That Kayce's former name be restored to her if she so desires.

24. That as a consequence of the actions of the Defendant, the Plaintiff has been required to retain the service of an attorney to prosecute this action; and therefore, Plaintiff is entitled to reasonable attorney's fees, together with costs of suit.

25. That the tastes, mental dispositions, views, likes and dislikes of Plaintiff and Defendant have become so widely divergent, that the parties are incompatible to such an extent that it has become impossible for them to live together in harmony as husband and wife.

**WHEREFORE**, Plaintiff prays for Judgment against Defendant as follows:

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

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

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

DATED this 29 day of January, 2020.

KAYCE HATCH

MILLS & ANDERSON

BYRON L. MILLS, ESQ.

Bar No. 6745

703 South Eighth Street  
Las Vegas, Nevada 89101  
Attorney for Plaintiff

(Verification on next page)

1 **Hatch v. Hatch**

3 **VERIFICATION**

4 STATE OF NEVADA )  
5 ) SS:  
6 COUNTY OF LINCOLN )

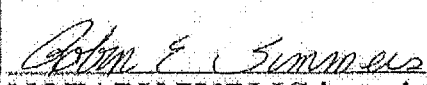
7 KAYCE HATCH, being first duly sworn upon oath according to law,  
8 deposes and says:

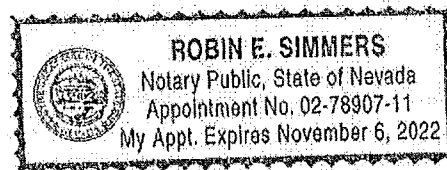
- 9 1. That she is the Plaintiff in the above-entitled matter;  
10 2. That she has read the above and foregoing Complaint for Divorce and  
11 knows the contents thereof;  
12 3. That she knows the same is true of her own knowledge, except as to  
13 those matters therein contained upon information and belief, and as to those  
14 matters, she believes them to be true.

15 FURTHER AFFIANT SAYETH NAUGHT.

16   
17 KAYCE HATCH

18 SUBSCRIBED and SWORN to before me  
19 on this 29 day of January, 2020

20   
21 NOTARY PUBLIC in and for said  
22 County and State



FILED

2020 MAR -9 PM 1:55

LISA C. LLOYD  
LINCOLN COUNTY CLERK

AC  
DEPUTY

1 **ANS**  
2 **BRET O. WHIPPLE, ESQ.**  
3 Nevada Bar No.6168  
4 **JUSTICE LAW CENTER**  
5 1100 South Tenth  
6 Las Vegas, NV 89104  
7 admin@justice-law-center.com  
8 (702) 731-0000  
9 Attorney for Defendant  
10 Luke Hatch

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**IN THE SEVENTH JUDICIAL DISTRICT COURT  
LINCOLN COUNTY, NEVADA**

11 KAYCE HATCH, )  
12 )  
13 Plaintiff, )  
14 vs. )  
15 LUKE HATCH, )  
16 Defendant. )  
17 )

Case Number: CV 0200720  
Dept. No.

**DEFENDANT'S ANSWER AND COUNTERCLAIM**

COMES NOW, the above-named Defendant, LUKE HATCH, by and through his attorney of record BRET O. WHIPPLE, ESQ., of JUSTICE LAW CENTER, and hereby submits his Answer and Counter Claims to Plaintiff KAYCE HATCH's COMPLAINT FOR DIVORCE.

///

///

1 DATED this \_\_\_\_ day of February, 2020.

2 JUSTICE LAW CENTER

3  
4 

5 BRET O. WHIPPLE, ESQ.

6 Nevada Bar No. 6168

7 JUSTICE LAW CENTER

8 1100 South Tenth

9 Las Vegas, NV 89104

10 Admin@justice-law-center.com

11 (702) 731-0000

12 Attorney for Defendant

13 LUKE HATCH

14 **ANSWER**

- 15 1. Answering the allegations in Paragraphs 1, 2, 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17,  
16 18, 19, 20, 23 and 25 of the Complaint, Defendant ADMITS the allegations contained  
17 therein.
- 18 2. Answering the allegations in Paragraphs 5, 6, 8, 21, 22 and 24 of the Complaint,  
19 Defendant DENIES the allegations contained therein.
- 20 3. Defendant DENIES each and every material allegation not heretofore controverted  
21 and demands strict proof thereof.

22 ///

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## COUNTER CLAIMS

### **FACTS**

The parties have been married for 19 years. They have five children in the home and the oldest, Cody, has just turned 18 years of age but will not be finished with high school until approximately the end of May, 2020. The other four children range in age from 16 down to 4.

The wife, Kayce, has been raising the children but also works part time handling food orders and catering at the ranch operation run as KW Legacy Ranch, wherein Luke is a partner, but does not oversee the work of his wife. Additionally, Kayce has a degree in education and is capable of obtaining or renewing her teaching certificate sufficient that she would be able to secure a job as a teacher in the public schools.

Luke works at the ranch, but also works as a program director at a facility in Las Vegas one day a week. He also is a partner in three ventures in which he owns a 33% (Thirty Three Percent) interest, all acquired during the period of the marriage. His pay each month from the ranch operation is \$5500.00 (Fifty Five Hundred Dollars) per month and any additional distribution as a partner is rolled back into operations of the company.

The parties have been separated since approximately July of 2019 and since that time Kayce has stubbornly dictated a very narrow range or opportunity of times for Luke to see their children, which schedule matches what she is seeking in her Complaint. In no way has Luke agreed to this arrangement, nor is there any compelling or even clear rationale, for the minimal time he gets to spend with their children. Both parents still live in the same small community and Nevada law and policy promotes active and vigorous engagement by both parents in the lives and activities of their children.

1 **CLAIMS FOR RELIEF**

2 **Custody**

3 Luke wants very much to be a continuing and active part in the lives of their children. For  
4 that reason, he believes a shared physical custody situation would be the best. Not only would it  
5 allow both parents to engage and support their children but it will better permit Kayce to move  
6 on to the next step in her own employment opportunity to give her time to seek and obtain  
7 employment in order to better support her household. Luke would ask for a week-on, week-off  
8 visitation schedule, or some other shared situation that would work for all the parties.  
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10 **Child Support**

11 Luke notes that while son Cody has reached the age of eighteen, he still will have a child  
12 support obligation until he completes high school. Luke would propose that child support be  
13 based upon the Wright v Osborn formula and that he pay child support to Kayce predicated on  
14 that basis. He also believes that Kayce should not claim that she needs to be a constant  
15 homebound mother for the sake of the children when she is skilled and able to seek employment  
16 and earn wages and benefits to support their children. (In fact, insurance benefits via the school  
17 district or other employer might well prove to be less expensive than that provided by Luke.)  
18

19 **Spousal Support**

20 Luke does not believe that spousal support would be appropriate. First, he is willing to  
21 permit Kayce to continue to use the full amount of his monthly salary (approximately \$5,500.00)  
22 per month to support the children and the household, pending temporary or permanent Orders  
23 from the Court in these matters. He further believes that if he pays to Kayce her portion of the  
24 community assets in monthly payments of \$2,000.00 (Two Thousand Dollars) over the next ten  
25 years, it would suffice to eliminate the need for spousal support. If, however, Kayce is desiring  
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28

1 that the asset payoff be in a lump sum, he would argue that said payment would eliminate fully  
2 the need for any spousal support as the child support and her potential income would easily  
3 sustain the household.

#### 4 **Community Assets**

5  
6 While a professional business valuation will be necessary to assist the parties in  
7 determining the amount of equity the community has, Luke does not dispute that Kayce has a  
8 one-half interest in the 33% (Thirty Three Percent) interest which Luke owns in HW Property  
9 Group, HW Group LLC and KW Legacy Ranch. Furthermore, Luke is entitled to one-half  
10 interest in the marital residence as agreed by Kayce in her Complaint.  
11

#### 12 **Community Debts**

13 The debts, as delineated in the Complaint are disputed by Luke or the attribution or  
14 allocation of those debts as prayed for therein.

#### 15 **Vacations**

16  
17 The holiday schedule proposed by Kayce assumes that Luke will only enjoy a day or two  
18 each week with the children. The longer holidays such as Thanksgiving, Spring Break,  
19 Christmas and summer should be defined on more equal terms.

#### 20 **Marital Residence**

21 There is no dispute as to the disposition of the marital residence.  
22

#### 23 **Insurance and Medical Expenses**

24 Luke should continue to cover their children with insurance coverage for the present but  
25 if and when Kayce is fully employed, a good faith effort should be made to ascertain if insurance  
26 coverage through her employment would be better or more economically efficient than that  
27 carried at this time by Luke. In addition, both parties should then be responsible for one-half the  
28

1 unreimbursed medical expenses for the child utilizing the 30/30 Rule.

2 **Tax Deductions**

3       Regardless of the status of physical custody, at this time it would be more efficient and  
4 fiscally responsible for Luke to utilize the child dependent tax credits given the size of his  
5 income and the benefit the use of those credits will be. It would be stipulated that he share any  
6 tax return realized by their use, with Kayce.  
7

8 **Vehicles**

9       It is proposed that each party continue to use and keep their respective vehicles as prayed  
10 for in the Complaint, and each be responsible for the costs associated therewith.  
11

12 **Attorney's Fees**

13       In addition to allowing Kayce to have control of his entire salary of \$5500.00 (Fifty-Five  
14 Hundred Dollars) per month, Luke also has attorney's fees he must pay to defend this action. It  
15 is requested that each party be responsible for their own attorney's fees and costs.  
16

17       **WHEREFORE**, Defendant Luke Hatch hereby prays for the relief requested herein, and  
18 more specifically:

- 19       1. That the Plaintiff take nothing by way of her Complaint;  
20       2. That the Defendant be granted the relief prayed for herein;  
21       3. For such other and further relief as the Court deems just and proper.  
22

23       DATED this \_\_\_\_ day of February 2020.

24 ///

25 ///

26

27

28

1 **AFFIRMATION:** This document does not contain the personal information of any person as  
2 defined by NRS 603A.040.

3 JUSTICE LAW CENTER

4  
5   
6 BRET O. WHIPPLE, ESQ.

7 Nevada Bar No. 6168

8 JUSTICE LAW CENTER

9 1100 South Tenth

10 Las Vegas, NV 89104

11 (702) 731-0000

12 Attorney for Defendant

13 LUKE HATCH

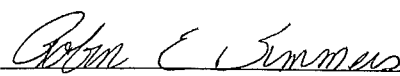
14 **VERIFICATION**

15 Under penalties of perjury, and in accordance with NRS 53.045, I declare that I am the  
16 Defendant in the above entitled action; that I have read the foregoing Answer and Counterclaim  
17 and know the contents thereof; that the pleading is true to the best of my knowledge, except for  
18 those matters therein contained stated upon information and belief, and that as to those matters, I  
19 believe them to be true.

20 I declare under penalties of perjury under the laws of the State of Nevada that the  
21 foregoing is true and correct.

22   
23 LUKE HATCH

24 SUBSCRIBED and SWORN to before me  
25 this 28 day of February, 2020, personally appeared  
26 Luke Hatch.

27   
28 NOTARY PUBLIC in and for said  
County and State



Seventh Judicial District Court - Lincoln County

36

Trans Date: 03/09/20  
 Payor Name: JUSTICE LAW INC.  
 Case Numbr: CV-0200720

Receipt #: 09318

<u>Case Name</u>	<u>Previous Bal</u>	<u>Amount Paid</u>	<u>New Balance</u>
HATCH, LUKE	N/A	212.00	N/A

Check Amt: 212.00 Check #: 8161  
 Cash Amt:  
 Card Amt:

<u>Description</u>	<u>Amount</u>	<u>Applies to Bal</u>
COUNTY CIVIL FEE (NRS 19.013)	44.00	
COURT FACILITY/TECH NRS19.0302	99.00	
LEGAL AID FEES-NRS 19.031	25.00	
LEGAL AID FEES-NRS 19.031	14.00	
COURT SECURITY (ORD 2009-04)	20.00	
DRUG/DUI COURT	10.00	

Memo:

Luke Hatch

LISA C. LLOYD  
LINCOLN COUNTY CLERK  
AC  
DEPUTY

Defendant.

Dept. No.

///

1 DATED this \_\_\_\_ day of February, 2020.

2 JUSTICE LAW CENTER

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5 BRET O. WHIPPLE, ESQ.  
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18 more specifically:

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21       3. For such other and further relief as the Court deems just and proper.  
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23       DATED this \_\_\_\_ day of February 2020.

24 ///

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2 defined by NRS 603A.040.

3 JUSTICE LAW CENTER

4  
5   
6 BRET O. WHIPPLE, ESQ.

7 Nevada Bar No. 6168

8 JUSTICE LAW CENTER

9 1100 South Tenth

10 Las Vegas, NV 89104

11 (702) 731-0000

12 Attorney for Defendant

13 LUKE HATCH

14 **VERIFICATION**

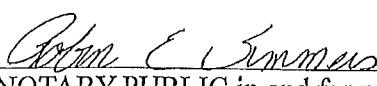
15 Under penalties of perjury, and in accordance with NRS 53.045, I declare that I am the  
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24 LUKE HATCH

25 SUBSCRIBED and SWORN to before me  
26 this 28 day of February, 2020, personally appeared  
27 Luke Hatch.

28   
NOTARY PUBLIC in and for said  
County and State



1 BYRON L. MILLS, ESQ.  
2 Bar No. 6745  
3 MILLS & ANDERSON  
4 703 South Eighth Street  
5 Las Vegas NV 89101  
6 Attorney for Plaintiff  
7 (702) 386-0030  
8 [attorneys@millsnv.com](mailto:attorneys@millsnv.com)

9  
10 **IN THE SEVENTH JUDICIAL DISTRICT COURT**  
11 **LINCOLN COUNTY, NEVADA**

12 KAYCE HATCH, )

13 Plaintiff, )

14 vs. )

15 LUKE HATCH, )

16 Defendant. )

CV NO.: CV 0200720  
DEPT. NO.:

17 **NOTICE OF ENTRY OF JUDGMENT**

18 NOTICE is hereby given that pursuant to NRCP Rule 58, a Judgment was  
19 entered in the above-entitled matter on July 9, 2021, in the form of a Decree of  
20 Divorce, a copy of which is attached hereto.

21 DATED this 12<sup>th</sup> day of July, 2021.

22 MILLS & ANDERSON

23  
24 BY: 

25 BYRON L. MILLS, ESQ.  
26 Nevada Bar No. 6745  
27 703 South Eighth Street  
28 Las Vegas, Nevada 89101  
Attorney for Plaintiff

1 **Hatch**  
2 **CV-0200720**

3  
4 **CERTIFICATE OF MAILING**

5 I hereby certify that I am an employee of MILLS & ANDERSON and that  
6 on the \_\_\_\_\_ day of July, 2021, I duly deposited for mailing in the U.S. Mail at  
7 Las Vegas, Nevada, postage prepaid thereon a true and accurate copy of the  
8 **NOTICE OF ENTRY OF JUDGMENT, together with the Decree of Divorce,**  
9 addressed to the following at their last known address:

10 Justice Law Center  
11 Bret Whipple, Esq.  
12 1100 S. Tenth Street  
Las Vegas, Nevada 89104


13 **and via e-mail to:**

14 Kayce Hatch (kstevenshatch@gmail.com)  
15  
16  
17  
18

19 \_\_\_\_\_  
20 MARY O'DONNELL, an employee of  
21 MILLS & MILLS LAW GROUP  
22  
23  
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FILED

2021 JUL -9 AM 8:29

LISA C. LLOYD  
LINCOLN COUNTY CLERK  
  
DEPUTY

1 **DECD**  
2 BYRON L. MILLS, ESQ.  
3 Bar No. 6745  
4 MILLS & ANDERSON  
5 703 South Eighth Street  
6 Las Vegas NV 89101  
7 Attorney for Plaintiff  
8 (702) 386-0030  
9 attorneys@millsnv.com

8 **IN THE SEVENTH JUDICIAL DISTRICT COURT**  
9 **LINCOLN COUNTY, NEVADA**

10 KAYCE HATCH, )

11 Plaintiff, )

12 )  
13 vs. )

CV NO.: CV 0200720

14 LUKE HATCH, )

15 Defendant. )

DEPT. NO.:

DATE OF HEARING: 05/26/21

TIME OF HEARING: 10:30 A.M.

17  
18 **DECREE OF DIVORCE**

19 This matter having come on for the Court's decision on the 26<sup>th</sup> day of  
20 May, 2021. Pursuant to the Administrative Order 20-10, Plaintiff, KAYCE  
21 HATCH and BYRON L. MILLS, ESQ. of MILLS & ANDERSON and Defendant,  
22 LUKE HATCH and BRET WHIPPLE, ESQ. of the JUSTICE LAW CENTER  
23 appeared via video.

24 The Court having reviewed the evidence presented at trial, the Summary  
25 Closing Briefs submitted by counsel, and testimony at today's hearing, the court  
26 finds:

27 ➤ This Court has complete jurisdiction in the premises, both as to  
28 the subject matter thereof and of the parties hereto; that the Plaintiff has been and



1 is now an actual and bona fide resident of the County of Lincoln, State of Nevada,  
2 and has actually domiciled therein for more than six (6) weeks immediately prior  
3 to the commencement of this action as corroborated by testimony.

4       ➤ The parties likes and dislikes are so divergent that they are now  
5 incompatible in marriage and can no longer remain husband and wife. Therefore,  
6 the parties are entitled to an absolute DECREE OF DIVORCE.

7       ➤ The parties have four minor children: MILLE K. HATCH, born May  
8 22, 2015; LYNDIA E. HATCH, born June 26, 2008; LUKE S. HATCH, born July  
9 25, 2005. Their eldest minor child KATE E. HATCH, born June 16, 2003, has  
10 graduated high school and will turn 18 years of age on June 16, 2021. There are  
11 no adopted children and to Kayce's knowledge, she is not pregnant.

12       ➤ That after considering the evidence from the Trial and the August  
13 11<sup>th</sup> hearing, as well as the interviews with the children, it is the in the children's  
14 best interest to adopt the temporary custodial order based on the following factors.

15           a. Both parties and the children love each other and have a  
16 strong bond.

17           b. The children are comfortable with the current visitation  
18 schedule.

19           c. Dad testified that he is fine with the children residing with  
20 Mom during the weekdays.

21           d. Dad further testified that he is seeking employment out of town  
22 in Las Vegas and other communities.

23           e. This Court held an extensive Evidentiary Hearing on August  
24 11, 2020 and determined custody. There were no grounds to modify the  
25 August 11<sup>th</sup> temporary custodial order.

26           f. Mom has continued to be the primary custodian and has  
27 encouraged the children to have frequent association with their Dad.  
28

1       ➤ The Court approves the Marital Balance Sheet submitted by Plaintiff  
2 as to the assets and evaluations, with the exception of KW Legacy.

3       ➤ KW Legacy is valued at approximately \$347,000.00, which is the  
4 midway point balance between high and low. The Court determined when  
5 assessing the value of KW Legacy, the the middle ground was reasonable.

6       ➤ The Defendant will retain the parties' business interest and pay to  
7 Plaintiff her community interest as set forth below.

8       **NOW THEREFORE, IT IS ORDERED** that the Bonds of Matrimony  
9 now and heretofore existing between the Plaintiff and the Defendant be, and the  
10 same are hereby dissolved, and set aside and held for naught, and the parties are  
11 absolutely divorced and released from any marital obligations each to the other,  
12 and that each of the parties hereto is hereby restored to the status of a single,  
13 unmarried person.

14       **IT IS FURTHER ORDERED** that the parties are awarded joint legal  
15 custody of their children MILLE K. HATCH, born May 22, 2015; LYNDIA E.  
16 HATCH, born June 26, 2008; and LUKE S. HATCH, born July 25, 2005. Joint  
17 legal custody entails the following:

18       a. Each parent will consult and cooperate with the other in  
19 substantial questions relating to religious upbringing, educational  
20 programs, significant changes in social environment, and health care  
21 of the children.

22       b. Each parent shall have access to healthcare and school records  
23 pertaining to the children and be permitted to independently consult  
24 with any and all professionals involved with the children.

25       c. All schools, healthcare providers, and regular daycare  
26 providers for the children shall be selected jointly by the parties.

27       d. Each parent shall be empowered to obtain emergency health  
28 care for the children without the consent of the other parent.

1 h. Each parent shall provide the other parent with the address and  
2 telephone number at which the minor children reside(s), and to notify  
3 the other parent at least ten (10) days prior to any change of address  
4 and provide the telephone number of such address change as soon as  
5 it is assigned.

6 i. Each parent shall provide the other parent with a travel  
7 itinerary and, whenever reasonably possible, telephone numbers at  
8 which the children can be reached whenever the children will be  
9 away from the parent's home for a period of two (2) nights or more.

10 j. Each parent shall encourage liberal communication between  
11 the children and the other parent. Each parent will be entitled to  
12 reasonable telephone communication with the child; each parent  
13 agrees he or she will not unreasonably interfere with the children's  
14 right to privacy during such telephone conversation.

15 k. Neither parent will interfere with the right of the child to  
16 transport their clothing and personal belongings freely between the  
17 parent's respective homes.

18 l. The parents agree to communicate directly with each other  
19 regarding the needs and well-being of the children, and each parent  
20 further agrees not to use the children to communicate with the other  
21 parent regarding parental issues. The parents agree to use self-  
22 control and to not verbally or physically abuse each other in the  
23 presence of the minor children.

24 m. Neither parent shall disparage the other in the presence of the  
25 children, nor will either parent make any comment of any kind that  
26 would demean the other parent in the eyes of the children.  
27 Additionally, each parent agrees to instruct their respective family  
28 and friends to make no disparaging remarks regarding the other

1. parent in the presence of the children. The parents will take all  
2. action necessary to prevent such disparaging remarks from being  
3. made in the presence of the children and will report to each other in  
4. the event such disparaging remarks are made.

5. **IT IS FURTHER ORDERED** that Kayce will retain primary physical  
6. custody of the parties' four minor children.

7. **IT IS FURTHER ORDERED** that the current temporary custodial  
8. schedule from the August 11, 2020 hearing is adopted by this Court as the  
9. permanent order, specifically Luke has the following visitation:

10. Every other week from Thursday at 6:00 p.m. until  
11. Sunday at 7:00 p.m.

12. On Sundays when Luke does not have weekend visitation,  
13. from 4:00 p.m. until 7:00 p.m.

14. Kayce has all other times not allotted to Luke herein.

15. **IT IS FURTHER ORDERED** that the parties will share holidays. Holidays  
16. and special times shall take precedence over, but not break the continuity of,  
17. the visitation schedule.

#### 18. **EASTER**

19. Easter will be alternated each year with Kayce having the minor children in  
20. the even numbered years from 9:00 a.m. until 8:00 p.m. and Luke having the minor  
21. children in odd numbered years from 9:00 a.m. until 8:00 p.m.

#### 22. **THANKSGIVING**

23. (The parties have agreed to alter the Thanksgiving holiday schedule from the  
24. Court's prior temporary order. The new schedule is reflected here.) The  
25. Thanksgiving holiday will be alternated each year with the holiday beginning  
26. at 12:00 p.m. the Wednesday preceding Thanksgiving Day until 7:00 p.m.  
27. Sunday following Thanksgiving Day. In the even numbered years, Luke will have  
28.

1 the Thanksgiving holiday. In the odd numbered years, Kayce will have the  
2 Thanksgiving holiday.

### 3 CHRISTMAS

4 Christmas shall be divided into two periods and will be alternated each year  
5 with the first period being from 10:00 a.m. Christmas Eve until 12:00 noon  
6 Christmas Day and the second period being from 12:00 noon Christmas Day until  
7 December 26<sup>th</sup> at 5:00 p.m. In the even numbered years, Luke will have the first  
8 period and Kayce will have the second period. In the odd numbered years, Kayce  
9 will have the first period and Luke will have the second period.

### 10 MOTHER'S/FATHER'S DAY

11 The mother shall have the children every year for Mother's Day, and the  
12 father shall have the children every year for Father's Day. Mother's/Father's Day  
13 shall begin at 8:00 p.m. on Saturday preceding the special Sunday until 8:00 p.m.  
14 Sunday.

### 15 BIRTHDAYS

16 The children's birthdays shall be alternated on a yearly basis between the  
17 parents, with Kayce having odd numbered years commencing at 8:00 a.m. the day  
18 of the children's birthday and ending at 8:00 p.m. and Luke having even numbered  
19 years. The parents shall each have the children for their own respective birthday  
20 celebrations commencing at 8:00 a.m. the day of their birthday and ending 8:00  
21 p.m.

### 22 SUMMER

23 Both parties can have two weeks summer vacation with the children, which  
24 may be taken consecutively or individually, unless there is an agreement in writing  
25 to the contrary, which writing would be non-modifiable by the Court.

26 During the year in which a parent may select their vacation time first, failing  
27 to do so by the May 1<sup>st</sup> deadline will permit either parent to make plans via  
28 certified mail to the other parent. The earlier certified mail stamp will prevail as to

1 the parent who made the earlier plans when there is a conflict in times can be taken  
2 consecutively or broken up into two one-week periods. In even-numbered years,  
3 Mom will have the first selection and an odd-numbered years, Dad will have the  
4 first selection.

### 5 SPECIAL PROVISIONS

6 a. The receiving parent will be responsible for transportation from  
7 the other parent's home.

8 b. Any additional time with the children or changes in the  
9 schedule shall be arranged by mutual agreement.

10 **IT IS FURTHER ORDERED** that as agreed between the parties, the  
11 parties will utilize either Talking Parents or Family Wizard to communicate and  
12 shall select the text application, unless there is an emergency involving the  
13 children.

14 **IT IS FURTHER ORDERED** that neither party shall make derogatory  
15 comments about the other in the presence of the children and shall ensure that  
16 friends and other family members adhere to the same requirement.

17 **IT IS FURTHER ORDERED** that beginning June 1, 2021, Luke is  
18 obligated to pay to Kayce sum of \$2,524.00 per month as and for child support for  
19 the three remaining children. Pursuant to NAC 425.140, Luke's obligation is based  
20 on his gross earnings of \$17,401.00 per month. Child support shall continue such  
21 time as the minor children reaches 18 years of age, or, if still enrolled in high  
22 school upon reaching 18 years of age, until the minor children reach 19 years of  
23 age or graduate high school, whichever occurs sooner, becomes self-supporting or  
24 becomes otherwise emancipated.

25 **IT IS FURTHER ORDERED** that Luke will continue to provide medical,  
26 dental, and optical insurance for the children and will be solely responsible for any  
27 premiums. The parties shall equally divide any unreimbursed medical expenses or  
28 deductibles not covered by said insurance pursuant to the 30/30 Rule.

1        **IT IS FURTHER ORDERED** that the parties stipulate and agree that they  
2 will follow the 30/30 Medical and Health Expense Sharing Policy, specifically:

3        **1. DOCUMENTATION OF OUT-OF POCKET EXPENSES**  
4 **REQUIRED:**

5        A parent who incurs an out-of-pocket expense for the child(ren) is required  
6 to document that expense and proof of payment of that expense. A receipt from the  
7 health care provider is sufficient to prove the expense so long as it has the name of  
8 the child on it and shows an actual payment by the parent.

9        **2. PROOF OF PAYMENT REQUIRED:**

10       A parent who has paid a health expense for a minor child of the parties must  
11 provide a copy of the proof of payment to the other parent and the insurance  
12 company within thirty (30) days of the payment being made and in no event later  
13 than the expense could have been submitted to insurance for reimbursement. The  
14 failure of a parent to comply with this provision in a timely manner, which causes  
15 the claim for insurance reimbursement to be denied by the insurance company as  
16 untimely, may result in that parent being required to pay the entire amount which  
17 would have been paid by the insurance company as well as one-half of the expense  
18 which would not have been paid by insurance if the claim had been timely filed.

19       **3. MITIGATION OF HEALTH EXPENSES REQUIRED; USE OF**  
20 **COVERED INSURANCE PROVIDERS:**

21       Parents have a duty to mitigate medical expenses for the minor child(ren).  
22 Absent compelling circumstances, a parent should take the minor child(ren) to a  
23 health care provider covered by the insurance in effect and use preferred providers  
24 if available in order to minimize the cost of health care as much as possible. The  
25 burden is on the parent using a non-covered health care provider to demonstrate  
26 that the choice not to use a covered provider or the lowest cost option was  
27 reasonably necessary in the particular circumstances of that case. If the court finds  
28 the choice of a non-covered or more expensive covered provider was not

1 reasonably necessary then the court may impose a greater portion of the financial  
2 responsibility for the cost of that health care to who incurred that expense up to the  
3 full amount which would have been provided by the lowest cost insurance choice.

#### 4       **4.     SHARING OF INSURANCE INFORMATION REQUIRED:**

5       The parent providing insurance coverage for the minor child(ren) of the  
6 parties has a continuing obligation to provide insurance information including, but  
7 not limited to, copies of policies and changes thereto as they are received, claim  
8 forms, preferred provider lists initially and as they change from time to time and  
9 identification cards. The failure of the insuring parent to timely supply any of the  
10 above items to the other parent which results in the claim for treatment being  
11 denied by the insurance company in whole or in part may result in the amount  
12 which would have been paid by the insurance policy being paid by the insuring  
13 parent.

#### 14       **5.     REIMBURSEMENT FOR OUT-OF POCKET EXPENSES:**

15       A parent who receives a written request for contribution for an out-of-pocket  
16 health care expense incurred by the other parent must pay his or her share of that  
17 out-of-pocket expense to the paying parent within thirty (30) days of receipt of the  
18 written request for contribution. The court encourages as much informal written  
19 documentation as possible such as a handwritten note with copies of the bills and  
20 proof of payment attached. The requesting parent should make a copy of all papers  
21 submitted to the other parent in order to prove communication of this information  
22 to the other parent and substantiation for the request. The parent receiving the  
23 request for contribution must raise any questions about the correctness of the  
24 request for the contribution within the thirty (30) day period after the request for  
25 contribution is received. Any objection to the request for contribution must be  
26 made in writing with a copy made for later reference by the court. If the parent  
27 receiving a request for contribution does not respond to the request within the  
28 thirty (30) day period that parent may be assessed attorney's fees if a contempt



1 proceeding or court action is required as a result of the parent doing nothing. If the  
2 parent who owes contribution for health care expense of a minor child of the  
3 parties does not pay the amount due within the thirty (30) day period and fails to  
4 respond, then that parent is responsible for 100% of the unreimbursed medical  
5 expense rather than the normal 50 %. If the parent is a recipient of periodic  
6 payments for child support or spousal support, the requesting parent is authorized  
7 to deduct the amount due from the other parent from any periodic payments due  
8 and payable thirty (30) days after the request for contribution was made in writing  
9 subject to the limitation that the maximum recovery by deduction from monthly  
10 periodic payments will be no more than \$50.00 per month.

11 **6. SHARING INSURANCE REIMBURSEMENT:**

12 If either parent receives a payment from an insurance company or medical  
13 provider which reimburses payments made out-of-pocket previously by both  
14 parents, or the other parent only, the party receiving the payment must give the  
15 other parent's portion of the payment to the other parent within seven (7) days of  
16 receipt of the payment.

17 **7. TIMELY SUBMISSION OF CLAIMS TO INSURANCE**  
18 **COMPANY:**

19 If either party submits a claim for payment to the insurance company  
20 directly, that party must do so in a timely manner. If the claim must be submitted  
21 by only one party that party must submit the claim in a timely manner. Failure of a  
22 party to comply with this requirement may result in that party being required to  
23 pay the entire amount of the claim which would have been paid by insurance if  
24 timely submitted and one-half of that amount which would have been paid by  
25 insurance.

26 **IT IS FURTHER ORDERED** that this Court will adopt the property  
27 division except outlined in the Plaintiff's Marital Balance Sheet submitted to the  
28 Court. This division is set forth below.

1           **IT IS FURTHER ORDERED** that the community property belonging to  
2 the parties be divided as follows:

3           **To Kayce:**

- 4           a. Furniture and furnishings in her possession.  
5           b. One-half of the books/shelves/televisions/art.  
6           c. Laptop/exercise equipment, and yard toys.  
7           d. 2007 Dodge Caravan, subject to encumbrance.  
8           e. Wells Fargo accounts #9887/1289.  
9           f. PV account #3191.  
10          g. Saturn Ion.  
11          h. Miscellaneous personal possessions including, but  
not limited to, clothing and jewelry.

12           **TO LUKE:**

- 13          a. Furniture and furnishings in his possession.  
14          b. One-half of the books/shelves/televisions/art.  
15          c. Power tools.  
16          d. 2003 Saturn Vue, free of encumbrance.  
17          e. 2011 Nissan Pathfinder.  
18          f. Tent Trailer.  
19          g. Four wheeler.  
20          h. Lake Michigan CU #0781.  
21          i. PV account #4022.  
22          j. One-third interest in the PV account, HV Property Group  
account #3932.  
23          l. One-third interest in the PV account, HV Group #3871  
24          m. BOA #6245

25           **IT IS FURTHER ORDERED** that Kayce is awarded the real property  
26 located at 366 Broadway, Alamo, Nevada as her separate property. Luke shall sign  
a Quitclaim Deed(s) conveying his interest in the property to Kayce as her sole and  
separate property.

27           **IT IS FURTHER ORDERED** that Luke will receive the parties' one-third  
28

1 interest in the following business and the real properties held by them as his sole  
2 and separate property.

3 A. HW Property Group, LLC.

4 B. HW Group LLC.

5 **IT IS FURTHER ORDERED** that Luke is awarded his one-third interest in  
6 the business known as KW Legacy, which the Court set the value at \$347,000.00.

7 **IT IS FURTHER ORDERED** that based on the division of community  
8 property, and for equalization purposes, the Court is establishing a note payable to  
9 Kayce of \$307,492.00. This Note carries an interest rate of 4% and the first  
10 payment will be due on July 1, 2021 in an amount of at least \$2,500.00 per month.  
11 The monthly payment for the notes and the interest rate will change over time.  
12 The specific payments are set forth as follows:

- 13 ➤ July 1, 2021 through June 1, 2024 at least \$2,500 per month.
- 14 ➤ July 1, 2024 through June 1, 2028 at least \$3,000 per month.
- 15 ➤ As of July 1, 2025 the interest rate increases to 6% of the  
16 unpaid balance.
- 17 ➤ The remaining unpaid balance including interest will be paid in  
a balloon payment on July 1, 2028.

18 If Luke elects, he can prepay without penalty. All monies received will be first  
19 applied to the unpaid accrued interest and then the principle. If Luke sells his  
20 interest, then the Note is paid in full at that time.

21 **IT IS FURTHER ORDERED** that Kayce assume the following debts,  
22 indemnifying and holding Luke harmless therefrom.

- 23 a. Encumbrance on the property located at 360 Broadway, Alamo,  
24 Nevada.
- 25 b. 2007 Dodge Caravan.
- 26 c. Saturn Ion
- 27 d. PVFCU debt in her name.
- 28 e. Any debts held in her sole name, including student loans.

1           **IT IS FURTHER ORDERED** that Luke assume the following debts,  
2 indemnifying and holding Kayce harmless therefrom.

- 3  
4           a.     Any debts held in his sole name, including student loans and his  
5                 Bank of America credit cards.  
6           b.     Taxes or interest for 2020 and any previous tax year.  
7           c.     PVFCU debt in his name.  
8           d.     Any debts associated with businesses awarded to him.

9           **IT IS FURTHER ORDERED** that commencing in 2021, the parties will  
10 equally split the children that can be claimed each year with Mom having the older  
11 children and Dad having the younger children. When there is an odd number of  
12 children, the parties will alternate the odd child each year. For example,

13           ➤     Three children: Dad will have two youngest children in odd  
14 numbered years and mom will have the oldest one child. In even  
15 numbered years, Mom will have two oldest children and Dad will  
16 have youngest one.

17           ➤     Two children: The parties will each have a deduction with Dad  
18 claiming the younger child and Mom claiming the older child.

19           ➤     One child. Dad will have odd numbered years and Mom will  
20 have even numbered years.

21 The parties will sign the necessary IRS tax forms to accomplish the tax credit  
22 division set forth above.

23           **IT IS FURTHER ORDERED** that Luke will pay spousal support to Kayce  
24 for a period of ten years or until Kayce dies or remarries, whichever occurs first.

25 The payments are as follows:

26           ➤     \$3,000 per month beginning June 15, 2021 for 60  
27 months.

28           ➤     \$2,500 per month beginning June 15, 2026 for 60  
months.

1       **IT IS FURTHER ORDERED** that Kayce's will maintain her married  
2 name, KAYCE HATCH.

3       **IT IS FURTHER ORDERED** that the parties are subject to the following  
4 statutory provisions relating to custody and support.

5                   **CHILD CUSTODY**

6       **NOTICE IS HEREBY GIVEN TO THE PARENTS** that under the terms  
7 of the Parental Kidnapping Prevention Act 28 USC Sec. 173A, and the Uniform  
8 Child Custody Jurisdiction Act, NRS 125A.010 et seq., that courts of Nevada have  
9 exclusive modification jurisdiction of the custody, visitation, and child support  
10 terms relating to the children at issue in this case so long as either of the parties, or  
11 the children, continues to reside in this jurisdiction.

12       **NOTICE IS HEREBY GIVEN TO THE PARENTS** that they are subject  
13 to the following:

14                   **Nevada Revised Statute 125.510(7)**

15       (7) In addition to the language required to pursuant to subsection 6, all  
16 orders authorized by this section must specify that the terms of the  
17 Hague Convention of October 25, 1980, adopted by the 14th Session of  
18 the Hague Conference on Private International Law, apply if a parent  
abducts or wrongfully retains a child in a foreign country.

19                   **Nevada Revised Statute 125C.006.**

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

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

1 (b) If the non-custodial parent refuses to give that  
2 consent, petition the court for permission to relocate with the  
3 child.

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

- 8 (a) Without having reasonable grounds for such refusal;  
9 or  
10 (b) For the purpose of harassing the custodial parent.

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

14 **Nevada Revised Statute 125C.0045(6) states:**

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

28 Pursuant to NRS §125C.0045(7), the terms of the Hague Convention of October  
25, 1980, adopted by the 14th Session of the Hague Conference on Private  
International Law, apply if a parent abducts or wrongfully retains a child in a  
foreign country. NRS §125C.0045 (7) and (8) specifically provide as follows:

Section 7. In addition to the language required pursuant to  
subsection 6, all orders authorized by this section must specify

1 that the terms of the Hague Convention of October 25, 1980,  
2 adopted by the 14th Session of the Hague Conference on Private  
3 International Law, apply if a parent abducts or wrongfully retains  
4 a child in a foreign country.

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

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

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

24 Pursuant to N.R.S. 125C.010, the State of Nevada within the United States  
25 of America is the habitual residence of the minor children herein.

## 26 **CHILD SUPPORT**

27 The parties have been notified of the legal statutes relating to child support,  
28 specifically:

a. The parties have been advised that the parent responsible for paying  
support may be subject to the withholding of wages and commissions for  
delinquent payments of support pursuant to NRS 31A.010, et. Seq.;

1 b. That pursuant to NRS 125.450, notice is hereby given to the parent  
2 responsible for paying support that such person is subject to 31A of NRS  
3 regarding the withholding of wages and commissions for payments of  
4 support. These statutes and provisions require that if an order issued by a  
5 Court of this or any other state, or pursuant to an expedited process,  
6 provides for payment for the support of a child, that order is a judgment  
7 by operation of law. Such a judgment may not be retroactively modified  
8 or adjusted and may be enforced as other judgments of this State. Thus,  
9 a parent responsible for paying child support shall be subject to having  
10 his or her wages or commissions immediately subject to a Wage  
11 Assignment pursuant to the provisions of the above- cited statute upon  
12 presentation of said child support Order to said parent's employer.

13 c. Pursuant to the provision of N.R.S. 125B.145 the parties are hereby  
14 placed on notice that child support may be reviewed by the court at least  
15 every 3 years to determine whether the Order should be modified upon  
16 application by the District Attorney's Office, any appropriate  
17 government entity, either party, or any interested party.

18 **IT IS FURTHER ORDERED** that each party is to do each and every act  
19 required by and to comply fully with each and every provision hereinabove set  
20 forth, in its entirety. If either party fails to comply with this Decree, said party shall  
21 be subject to this Court's power to impose penalties of contempt upon him or her,  
22 and the party failing to comply shall be assessed with all attorney's fees and costs  
23 of the other party.

24 **IT IS FURTHER ORDERED** that if any joint debt, obligation or liability  
25 has been omitted from the Decree and is subsequently discovered, either party may  
26 bring a Motion before the Court for an allocation of that debt, obligation or liability  
27 arising from such act or omission. The parties certify that they have informed each  
28



1 other of all debts and assets of which they are aware, and that they have not entered  
2 into any debts or obligations other than those described in this Decree.

3 **IT IS FURTHER ORDERED** that the parties have acknowledged that  
4 they have made an independent investigation into the existence and value of the  
5 assets and liabilities divided by this Decree, and that upon the parties' direction,  
6 BYRON L. MILLS, ESQ., of MILLS, MILLS & ANDERSON and BRET  
7 WHIPPLE, ESQ. of JUSTICE LAW CENTER have not conducted an  
8 investigation or analysis of said assets and liabilities. The parties have waived any  
9 and all claim against said attorneys or their law firm related to the value and/or  
10 existence of any asset or debt divided or distributed hereunder.

11 **IT IS FURTHER ORDERED** that each party shall execute any and all  
12 legal documents, certificates of title, bills of sale, deeds or other evidence of  
13 transfer necessary to effectuate this Decree within ten (10) days of presentation of  
14 same for signature. Should either party fail to execute any of said documents to  
15 transfer interest to the other, then it is agreed that this Decree shall constitute a full  
16 transfer of the interest of one to the other, as hereby provided, and it is agreed that  
17 pursuant to NRCP 70, the Clerk of the Court, or his successor, shall be deemed to  
18 have hereby been appointed and empowered to sign, on behalf of the non-signing  
19 party.

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

25 **IT IS FURTHER ORDERED** that the parties believe, agree and confirm  
26 that all the transfers of property, whether or not same is detailed herein, and  
27 required by this Decree are tax-free transfers of property between them made  
28 pursuant to §1041 or other relevant sections of the Internal Revenue Code and are

1 not taxable sales or exchanges of property. Each party shall not take any position  
2 inconsistent with this belief and agreement, including, but without limitation to,  
3 any position with respect to the basis of any assets on his or her tax returns filed  
4 after the date of this Agreement.

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

13 **IT IS FURTHER ORDERED** that the Court reserves jurisdiction of this  
14 action for the purpose of making subsequent orders relative to the care, custody,  
15 support and/or maintenance of the minor children of the parties, and to enforce  
16

17 ///

18 ///

19 ///

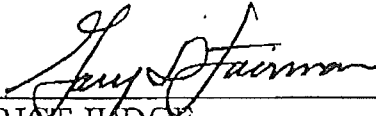
20 ///

21 ///

22 ///

1 orders regarding the division of assets and debts as necessary to effectuate the  
2 terms of this Decree.

3 DATED this 7<sup>th</sup> day of July, 2021.

4  
5   
6 \_\_\_\_\_  
7 DISTRICT JUDGE

8  
9  
10 Submitted by:

11 MILLS & ANDERSON

12  
13  
14 BY: 

15 BYRON L. MILLS, ESQ.

16 Nevada Bar #6745

17 703 S. 8<sup>th</sup> Street

18 Las Vegas, Nevada 89101

19 Attorney for Plaintiff

20 Dated: 9/7/21