

1 At the hearing on October 16, 2018, the parties agreed to go to a Week  
2 1/Week 2 schedule, to avoid confusion as to the first/third and second/fourth week  
3 designations, and also agreed that for non-school days and for the minor child who  
4 is not in school, morning exchanges would occur at 8:00 a.m. and afternoon  
5 exchanges would occur at 3:00 p.m. Further, the parties agreed that the delivering  
6 parent would transport, and all exchanges would occur at school or the babysitter,  
7 as appropriate. The parties did not change the schedule in any way as it relates to  
8 each party's custodial time.  
9

10  
11 The Court Minutes confirm that the parental timeshare is to remain "status  
12 quo." On November 9, 2018, Attorney Primas forwarded a proposed Order from  
13 the October 16, 2018, hearing, to Attorney Schneider for review, which Attorney  
14 Schneider signed and returned. Unfortunately, the proposed Order inadvertently  
15 stated that Plaintiff's Week Two time is to end on Monday at release from school or  
16 3:00 p.m., when in fact it is to end on Monday at school drop off or 8:00 a.m. On  
17 November 20, 2018, Attorney Primas sent Attorney Schneider a letter asking that  
18 he sign the revised proposed order. To date, no response has been received, and the  
19 discrepancy has caused conflict on at least one (1) occasion.  
20  
21  
22

23 d. Child Support

24 For reasons unknown to Amanda, Devin has not worked since September,  
25 2018. Amanda believes that Devin was fired from the company that he was  
26  
27  
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1 working with, but that he is still able to gain employment through the Painter's  
2 Union of which he is a member. However, Devin has failed to place himself on the  
3 Out of Work List a single time since he lost his employment. In order to receive  
4 work, a union member must place themselves on the Out of Work list by the first  
5 day of the month; Devin has failed to do so for September, October, November and  
6 December<sup>1</sup>. Not only is Devin blatantly attempting to avoid paying child support,  
7 but the parties' minor children are at risk of losing their insurance because the  
8 Union requires a member to be working or placing themselves on the Out of Work  
9 List to maintain their insurance. Upon information and belief, the children will lose  
10 their insurance in the next couple of months if Devin continues to avoid  
11 employment. This will also result in the parties having to pay out of pocket for the  
12 minor child, Abby's, ongoing therapy.

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16  
17 e. Devin's Living Conditions

18 As far as Amanda is aware, Devin is living in a house that is in a state of  
19 disrepair, with incomplete flooring and nails and staples sticking up from the floor.  
20 Further, while she has no way to confirm it, the children are reporting that they are  
21 actually sleeping in a motorhome with no heat or blankets, and that Devin leaves  
22 the door of the motorhome open at night to allow the dog to go in and out. Given  
23 these reports about Devin's living condition, Amanda would like to inspect Devin's  
24  
25

26  
27 <sup>1</sup> A copy of the list for September, October, November is attached as **Exhibit "B"** in the Exhibits  
28 in Support of Defendant's Motion and is hereby fully incorporated herein by reference.

1 living conditions to ensure they are living in a safe and acceptable condition.  
2 Amanda made this request, through counsel, in a letter dated November 20, 2018,  
3 but no response was received.  
4

5 f. Marital Residence

6 Amanda wants to be awarded the marital residence at the time of divorce, but  
7 the residence must be valued. Undersigned counsel requested in a letter dated  
8 November 20, 2018, that the parties agrees to equally divide the cost of an  
9 appraisal, but no response to that request has been received.  
10

11 On November 20, 2018, undersigned counsel sent a letter to Devin's counsel  
12 addressing all of the above issues<sup>2</sup>. On December 5, 2018, undersigned counsel  
13 spoke with Mr. Schneider's assistant and sent a follow up email asking for a  
14 response to each of these issues<sup>3</sup>. To date, no response to the letter or the email has  
15 been received and none of the issues have been resolved.  
16  
17

18 II.

19 Legal Analysis

20 A. *The Mutual Behavior Order and Order from the October 16, 2018*  
21 *Hearing should be enforced.*  
22

23 As noted above, Devin is in violation of both the Mutual Behavior Order and  
24 the Order from the October 16, 2018, hearing. Devin must be admonished to  
25

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26 <sup>2</sup> A copy of the letter is attached as **Exhibit "C"** in the Exhibits in Support of Defendant's Motion  
and is hereby fully incorporated herein by reference.

27 <sup>3</sup> A copy of the email is attached as **Exhibit "D"** in the Exhibits in Support of Defendant's  
28 Motion and is hereby fully incorporated herein by reference.

1 comply with the Mutual Behavior Order as it relates to his communications with  
2 Amanda. If he continues to violate the Mutual Behavior Order, threaten and  
3 disparage Amanda, and refuse to coparent in a respectful manner, Amanda will  
4 have no choice but to move this Court for primary physical custody. Further, the  
5 Court should order that the parties communicate only regarding the minor children.  
6 Devin must also be admonished to maintain the truck payment, which includes  
7 making the payment on time each month. Specifically, the payment must be made  
8 by the 22<sup>nd</sup> day of each month.  
9

10  
11 **B. This Court should enter an Order to Show Cause why Devin should not**  
12 **be held in contempt.**

13 Amanda requests that this Court take action to require Devin to comply with  
14 the law and this Court's Orders by issuing an Order to Show Cause as to why he  
15 should not be held in contempt for his violations of this Court's Orders.  
16

17 NRS 22.010 states:

18  
19 **22.010 Acts or omissions constituting contempt.** The  
20 following acts or omissions shall be deemed contempt:

21 1. Disorderly, contemptuous or insolent behavior toward the  
22 judge while he is holding court, or engaged in his judicial duties at  
23 chambers, or toward masters or arbitrators while sitting on a reference  
or arbitration, or other judicial proceeding.

24 2. A breach of the peace, boisterous conduct or violent  
25 disturbance in the presence of the court, or in its immediate vicinity,  
tending to interrupt the due course of the court or judge at chambers.

26 3. **Disobedience or resistance to any lawful writ, order,**  
27 **rule or process issued by the court or judge at chambers...**  
28



1 (emphasis added.)

2 The penalties for Contempt as set forth above are found, in part, under NRS  
3  
4 22.100 which states:

5 **22.100 Penalty for contempt.**

6 1. Upon the answer and evidence taken, the court or judge or jury, as  
7 the case may be, shall determine whether the person proceeded against  
8 is guilty of the contempt charged.

9 2. Except as otherwise provided in NRS 22.110, if a person is found  
10 guilty of contempt, a fine may be imposed on the person not exceeding  
11 \$500 or the person may be imprisoned not exceeding 25 days, or both.

12 3. In addition to the penalties provided in subsection 2, if a person is  
13 found guilty of contempt pursuant to subsection 3 of NRS 22.010, the  
14 court may require the person to pay to the party seeking to enforce the  
15 writ, order, rule or process the reasonable expenses, including, without  
16 limitation, attorney's fees, incurred by the party as a result of the  
17 contempt.

18 Nevada law requires that an order for civil contempt must be grounded  
19 upon one's disobedience of an order that spells out "the details of compliance in  
20 clear, specific and unambiguous terms so that such person will readily know  
21 exactly what duties or obligations are imposed on him." *Southwest Gas Corp. V.*  
22 *Flintkote Company-U.S. Lime Division*, 99 Nev. 127, 131, 659 P.2d 861 (1983)  
23 quoting *Ex Parte Slavin*, 412 S.W.2d 43, 44 (Tex.1967). This Court's Order  
24 clearly meets the standard outlined in *Southwest Gas*.

25 This Court's Orders are clear and unambiguous. The Mutual Behavior  
26 Order is clear that the parties shall "not engage in any abusive contact (foul  
27  
28

1 language, name calling, etc.) with the other party...including telephone calls,  
2 letters, e-mail, etc.” The Order from the October 16, 2018, hearing, is clear that  
3 Devin is to maintain the payment on the truck, which he is failing to do.  
4

5 **C. The Court should clarify the custodial timeshare.**

6 As outlined above, the parties agreed to maintain the status quo custodial  
7 timeshare, which agreement was confirmed in the minutes from the October 16,  
8 2018, hearing. Unfortunately, undersigned counsel inadvertently wrote the wrong  
9 exchange time in the proposed order from that hearing, and Devin is now using that  
10 mistake to claim that his timeshare ends at 3:00 p.m., instead of 8:00 a.m., at the  
11 end of Week 2. Undersigned counsel has attempted to resolve this matter with  
12 Devin’s counsel, to no avail. The Court simply must confirm the current timeshare  
13 as follows:  
14  
15  
16

17 In Week One, Plaintiff will have the minor children from Tuesday at  
18 school drop off, or 8:00 a.m. at the babysitter if there is no school, until  
19 Thursday at school pick up, or 3:00 p.m. at the babysitter if there is no  
20 school, and in Week Two Plaintiff will have the children from Friday at  
21 school drop off, or 8:00 a.m. at the babysitter if there is no school.

22 **D. Devin must be ordered to work.**

23 As noted above, the parties stipulated to waive Devin’s child support  
24 obligation until he is able to obtain employment. The parties obviously intended for  
25 Devin to become employed in a reasonable amount of time, which would include  
26  
27  
28

1 him making attempts to do so. Despite being a member in good standing of the  
2 painter's union, Devin has made no attempt to find employment, in an obvious  
3 attempt to avoid paying child support to Amanda. The Court must order Devin to  
4 obtain employment or Amanda will request that the Court find willful  
5 unemployment and impute income to Devin at the time of trial. Amanda also  
6 requests and order that, if the children's insurance lapses as a result of Devin's  
7 failure to place himself on the Out of Work List, Devin would be fully responsible  
8 for the cost of Abby's therapist.  
9

10  
11 E. Amanda should be permitted to inspect Devin's living conditions.  
12

13 As noted above, Amanda is concerned about Devin's living conditions, and  
14 wants to ensure they are safe and suitable for the children. Devin is aware of  
15 Amanda's living conditions, as she continues to reside in the marital residence.  
16 Amanda would like to inspect Devin's living conditions to ensure they are living in  
17 a safe and acceptable condition, but has been unable to arrange the same with  
18 Devin's counsel. Amanda respectfully requests an order that such an inspection  
19 occur on a mutually agreed upon date and time.  
20  
21

22 F. The parties should equally divide the cost of an appraisal.  
23

24 The parties have been discussing potential global settlement of this matter,  
25 which would include Amanda being awarded the marital residence and buying  
26 Devin out of his community property share. However, an appraisal must be  
27  
28

1 conducted so that the parties may determine an agreed-upon value. In the letter of  
2 November 20, 2018, undersigned counsel requested an agreement that the parties  
3 equally divide the cost of the appraisal; no response has been received. Amanda  
4 respectfully requests an order that the parties equally divide the cost of an appraisal,  
5 as well as a timeline in which an appraiser must be agreed upon.  
6

7  
8 **G. Devin should be ordered to pay Amanda's attorney fees and costs**  
9 **related to this action.**

10 The Court is authorized to award fees pursuant to NRS 18.010, which  
11 states:

- 12 1. The compensation of an attorney and counselor for his services is  
13 governed by agreement, express or implied, which is not restrained by  
14 law.
- 15 2. In addition to the cases where an allowance is authorized by specific  
16 statute, the court may make an allowance of attorney's fees to a prevailing  
17 party:
  - 18 (a) When he has not recovered more than \$20,000; or
  - 19 (b) Without regard to the recovery sought, when the court finds that  
20 the claim, counterclaim, cross-claim or third-party complaint or  
21 defense of the opposing party was brought or maintained without  
22 reasonable ground or to harass the prevailing party. The court shall  
23 liberally construe the provisions of this paragraph in favor of  
24 awarding attorney's fees in all appropriate situations. It is the intent of  
25 the Legislature that the court award attorney's fees pursuant to this  
26 paragraph and impose sanctions pursuant to Rule 11 of the Nevada  
27 Rules of Civil Procedure in all appropriate situations to punish for and  
28 deter frivolous or vexatious claims and defenses because such claims  
and defenses overburden limited judicial resources, hinder the timely  
resolution of meritorious claims and increase the costs of engaging in  
business and providing professional services to the public.
3. In awarding attorney's fees, the court may pronounce its decision on  
the fees at the conclusion of the trial or special proceeding without written  
Motion and with or without presentation of additional evidence.

1 Amanda has attempted to resolve the above issues, to no avail. Undersigned  
2 counsel has sent two (2) letters to Devin's counsel about all of the above issues, but  
3 no response has been received and no resolution has been reached. Amanda had no  
4 choice but to file the instant Motion for relief from this Court.  
5

6 Amanda respectfully requests an award of attorney's fees consistent with the  
7 actual fees incurred by Amanda in preparing this Motion, in preparing any Reply  
8 that may be necessary, and in appearing at the hearing on this matter.  
9

10 Further, in Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31  
11 (1969), the Nevada Supreme Court directed the District Court to consider the  
12 following factors in determining the amount of attorney's fees to:  
13

14 Qualities of the advocate;  
15 Character and difficulty of work performed;  
16 Work actually performed; and  
17 Result obtained.

18 Undersigned Counsel offers that she regularly practices in the area of family  
19 law and has regularly been involved in the area of family law since licensing and  
20 remains in good standing. Undersigned Counsel takes the amount of required  
21 Continuing Legal Education Courses each year. Therefore, Undersigned Counsel  
22 possesses the qualities of an advocate contemplated in Brunzell.  
23

24 Therefore, based upon NRS 18.010 and the Brunzell factors, Amanda should  
25 be awarded in attorney fees and costs related to this Motion. Amanda's counsel will  
26 submit an affidavit under these factors following the Judge's decision in this matter.  
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**III.**

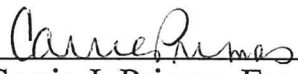
**Conclusion**

Therefore, based upon the foregoing, Amanda respectfully requests this court to enter an order:

1. Enforcing the Mutual Behavior Order and Order from the October 16, 2018 Hearing.
2. Issuing an Order to Show Cause why Plaintiff should not be held in contempt for Court for violation of the Mutual Behavior Order and October 16, 2018 Orders;
3. Clarifying the custodial timeshare;
4. Ordering Devin to work;
5. Permitting Defendant to inspect Plaintiff's living conditions;
6. Ordering the parties to equally divide the cost of an appraisal; and
7. Awarding Defendant attorney fees and costs.
8. For such other and further relief as the Court deems just and proper.

DATED this 12<sup>th</sup> day of December, 2018.

**HANRATTY LAW GROUP**

  
\_\_\_\_\_  
Carrie J. Primas, Esq.  
Nevada Bar No. 12071  
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Email: attorneys@hanrattylawgroup.com  
Attorneys for Defendant, Amanda Reed

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DECLARATION OF AMANDA REED

STATE OF NEVADA    )  
                                  )ss:  
County of Clark        )

I, Amanda Reed, am the Defendant in the above referenced matter and have read the foregoing Motion, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated herein as if set forth in full.

Dated this 12 day of December, 2018.

Amanda Reed  
Amanda Reed

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

DEVIN REED  
Plaintiff/Petitioner  
v.  
AMANDA REED  
Defendant/Respondent

Case No. D-18-568055-D  
Dept. F

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

<input type="checkbox"/> <b>\$25</b>	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
<input checked="" type="checkbox"/> <b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>	The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
<input type="checkbox"/>	Other Excluded Motion (must specify) _____.

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

<input checked="" type="checkbox"/> <b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
<input type="checkbox"/> <b>\$129</b>	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-	
<input type="checkbox"/> <b>\$57</b>	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

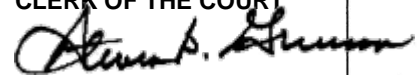
The total filing fee for the motion/opposition I am filing with this form is:	
<input checked="" type="checkbox"/> <b>\$0</b>	<input type="checkbox"/> <b>\$25</b> <input type="checkbox"/> <b>\$57</b> <input type="checkbox"/> <b>\$82</b> <input type="checkbox"/> <b>\$129</b> <input type="checkbox"/> <b>\$154</b>

Party filing Motion/Opposition: Defendant Date 12/12/18

Signature of Party or Preparer Kari Colli

APPX0161





1 **EXHS**  
2 **HANRATTY LAW GROUP**  
3 Carrie J. Primas, Esq.  
4 State Bar of Nevada No. 12071  
5 1815 Village Center Circle, Suite 140  
6 Las Vegas, Nevada 89134  
7 PH: (702) 821-1379  
8 FAX: (702) 870-1846  
9 EMAIL: attorneys@hanrattylawgroup.com  
10 Attorneys for Defendant, Amanda Reed

11  
12  
13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 DEVIN REED,  
16  
17 Plaintiff,

18 v.

19 AMANDA REED,  
20  
21 Defendant.

} Case No: D-18-568055-D  
} Dept No: F

} **EXHIBITS IN SUPPORT OF**  
} **DEFENDANT'S MOTION TO**  
} **ENFORCE; FOR AN ORDER TO**  
} **SHOW CAUSE WHY PLAINTIFF**  
} **SHOULD NOT BE HELD IN**  
} **CONTEMPT OF COURT; FOR**  
} **CLARIFICATION; AND FOR**  
} **ATTORNEY FEES AND COSTS**

22 Comes now Defendant, Amanda Reed, by and through her attorney of  
23 record, Carrie J. Primas, Esq., of Hanratty Law Group, and submits her Exhibits in  
24 Support of Defendant's Motion to Enforce; for an Order to Show Cause Why  
25 Plaintiff Should Not Be Held in Contempt of Court; for Clarification; and for  
26 Attorney Fees and Costs.  
27  
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EXHIBIT	BATE NUMBERS	DOCUMENT
A	Defendant 0001 to 0006	Multiple Our Family Wizard Communications
B	Defendant 0007 to 0010	Union Out of Work Lists for September, October, and November 2018
C	Defendant 0011 to 0026	Letter to Attorney Schneider dated November 20, 2018
D	Defendant 0027 to 0028	Email to Attorney Schneider's office dated December 6, 2018

Dated this 12<sup>th</sup> day of December, 2018

**HANRATTY LAW GROUP**

By: Carrie Primas  
 Carrie J. Primas, Esq.  
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 1815 Village Center Circle, Suite 140  
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 Email: attorneys@hanrattylawgroup.com  
 Attorney for Defendant, Amanda Reed

**EXHIBIT “A”**

**EXHIBIT “A”**

**EXHIBIT “A”**



## View Message

From: Devin Reed

To: Amanda Reed

(First View: 09/22/2018 04:08 PM)

My job part 2

(Sent: 09/22/2018 03:58 PM)

Oh just wanted to add that this all will look poorly on you to the judge because I do have proof of calls and emails also i Will be bringing a witness about you contacting my job to next court date . I have texts from mike manos from his boss shawn saying how you were calling back so cmon you cant deny it . Lol . and my lawyer said he will subpoena Travis who you were in contact with at Raymond . Also probably Keith bonovitch because you stated to him how you had enough to ruin me , my job my friends and my family maybe ross will fly out to testify how you contacted my fam as well . Do you remember that? I do. I have nothing but time now. You should have left me alone.





## View Message

From: Devin Reed

To: Amanda Reed

(First View: 10/03/2018 07:16 AM)

Itemized list

(Sent: 10/02/2018 10:18 PM)

I am making my itemized list of things in the house. I will get what it is fair.

It will make a huge difference for your benefit if you return my helmet on how detailed i get . I will give you until Friday. Thats all. Happy 8th anniversary.





## View Message

From: Devin Reed

To: Amanda Reed

(First View: 11/19/2018 09:26 AM)

RE: My time

(Sent: 11/19/2018 09:16 AM)

No typo. Hey if you didn't get me fired you for sure would have had them. Think about that . Fuck youuuuuuuu

On 11/19/2018 08:59 AM Amanda Reed wrote:

Devin, that is a typo...please...you know I get the kids at 8am! This is not a game. You are a narcissist and controlling...you know what the last order stated. I sent it to you. You know the judge said it is the same as last time. It states in the order things will stay the SAME...please don't be difficult

On 11/19/2018 08:55 AM Devin Reed wrote:

THESE IS THE ORDERS THAT ARE PERMANENT read actual times no games . This is real. i get them until 3 pm mondays and back 8 am tues . No games . Facts . Stop being controlling. You plan shit on my times i tired of it. I never once plan shit on your time





## View Message

To: Amanda Reed

(First View: 11/22/2018 08:39 AM)

Monday

(Sent: 11/22/2018 08:05 AM)

Since you want to make a big deal about Mondays not wanting to give them to me . I will be requesting 50-50 cancel your Mondays due to high conflict. So i will request getting them Friday to Friday. Lets go to trial . I want judge to know show how you act .





## View Message

From: Devin Reed

To: Amanda Reed

(First View: 12/04/2018 06:33 PM)

Insurance on expedition paq

(Sent: 12/04/2018 05:17 PM)

You think that shit today was funny . I will never do you a favor here forward . I am canceling your expedition insurance so get your own . I don't care what you do w my phone line . Keep it cancel it i don't care . I no longer care about it . I will keep insurance on my truck i do not require to keep insurance on your expedition / pay me my money from house when will that be i will pay off truck immediately: I will be doing this tomorrow . Im done with you :







## View Message

From: Devin Reed

To: Amanda Reed

(First View: 12/05/2018 08:22 PM)

Abby repeats stuff u say

(Sent: 12/05/2018 06:33 PM)

Abby tells me how funny you think yesterday was.  
Remember when you texted this to me?? I really DO...

You will never get joint custody 😂😂😂😂😂

That was hilarious.

When u Pay me my house cash. That will be funny too.

I bet u wish u could take what I had originally offered.  
That is funny also.

Everything is just so funny.

Stop playing with Abby's brain she has said some  
disturbing shit this week to me from your mouth that  
you say, she is a record player. Leave our drama out of  
it in front of her . She is fragile. Don't make her a drama  
queen like you.



**EXHIBIT “B”**

**EXHIBIT “B”**

**EXHIBIT “B”**







117	MIG92Z396	Tolson, Brad M	Printer
113	MCDP095540	Payne, Brian M	Printer/Industrial
6	MHB83843	Peinado, Phillip C	Printer
33	MFBF103140	Perez, Arnoldo	Printer
88	MAJ52C379	Ponce-Croco, Rey D	Printer
101	MDBF440823	Porter, Kirk	Printer/Industrial
75	MFH640840	Ramirez, Francisco J	Printer/Tape
37	MEJH711958	Ramirez, Jose M	Tape
116	MFH0939758	Ramirez, Ramon	Printer/Tape
144	MBKH021845	Rasmussen, Richard W	Printer
85	MBK1385540	Rayes, Alejandro	Tape/Printer
140	MIHK804432	Richet, Steven M	Industrial
98	MEOC08259	Rivera, Felipe	Printer/Printer
26	MIHE730308	Roberts, Jeff M	Printer
145	MFC661051	Rodriguez, Edgar	Printer/Tape
16	71926153	Rodriguez, Jose L	Printer
146	MEKE278454	Rodriguez, Miguel	Printer
72	MHEH02140	Rodriguez, Richard	Tape
125	MJMK849850	Rodriguez, Saul	Tape
18	MDG442249	Rosalez, Jaime A	Printer
90	MBGF98140	Ruiz, Jose	Tape
183	MDE441642	Sanchez, Juan	Printer
118	MJHF00140	Saucedo, Jorge	Printer
7	MEBL004421	Schellenberger III, James	Printer
164	MIH437148	Simms, Kevin J	Printer
31	MCFJ449745	Soares, Alan M	Printer
61	MCE558150	Solorio, Victor H	Printer/Industrial
100	MGEF201440	Sotelo, Lazaro M	Tape
48	MGEH170741	Stark, Ray C	Tape
141	MJEH170741	Speldrick, Dennis	Tape
131	MGB3305734	Steinhoff, Steven	Printer/Tape
116	MJH529544	Taylor, Ronald E	Tape
17	MIG42224	Thompson, Kerry E	Printer
108	MJHF02046	Throne, Lee R	Tape
149	MENH020854	Throne, Lee R	Tape
89	MJCE615821	Trujillo, Miguel A	Printer
132	144097	Valencia, Raul	Printer
81	1106118	Vargas, John	Printer/Printer
68	MHCD459854	Vargas, Mario	Printer/Industrial
130	MFBH213743	Vasquez, Carlos O	Printer
86	MEFZ45740	Vaughn, Jagger R	Printer

Rank	FC	Dist	Mem	TA	Dis
1	11				
2	10				
5	5				
2	2				
6	6				
12	12				
4	4				
7	7				
3	3				
9	9				
8	8				
1	1				
139	MBC1013236	Moorehead, David	Painter/PH/Industrial		
62	MEHE478250	Moreno, Jorge A	Painter/Industrial		
68	MDGI450947	Munoz, Manuel J	Painter/Taper		
51	MCEG108943	Murillo, Rigo Gilberto	Painter/J		
103	MAFK904450	Nava, Agustin	Painter/J		
121	MDHE418542	Nolan, Robert W	Painter/Faux		
82	MJJD759848	Ortega, Juan Carlos	Painter/Taper		
49	MAIK303850	Ortiz, Bayron	Painter/J		
170	MDKJ832140	Ott, Tracy B	Painter/Industrial		
89	MIGI923996	Paulson, Brad M	Taper/J		
87	MCDF095540	Payne, Brian M	Painter/Faux		
6	MHBJ838843	Peinado, Phillip C	Painter/J		
29	MFBF103140	Perez, Arnoldo	Painter/J		
160	MECD978951	Perez, Hugo R	Painter/J		
123	MCFE485621	Perez, Jose F	Taper/J		
171	MDGF226640	Perez, Maria	Painter/J		
133	MABL905241	Pino, Alberto	Taper/J		
65	MAJI525379	Ponce-Orozco, Rey D	Painter/J		
76	MDBF440823	Porter, Kirk	Painter/Industrial		
135	MBHG729946	Pratt, Dale R	Painter/J		
59	MFHF640840	Ramirez, Francisco J	Painter/Taper		
32	MEJH711958	Ramirez, Jose M	Taper/J		
147	MIJK650450	Ramirez, Norberto	Painter/J		
150	MBDH870232	Ramos, Jalme	Painter/J		
107	MBKH021845	Rasmussen, Richard W	Painter/J		
151	MJKI928241	Rhea, Thomas C	Painter/J		
105	MIHK804432	Richert, Steven M	Painter/Taper/Industrial		
163	MIDF014552	Rios, Aldo	Painter/Industrial		
23	MIHE730308	Roberts, Jeff M	Painter/J		
16	71926153	Rodriguez, Jose L	Painter/J		
108	MEKE278454	Rodriguez, Miguel	Painter/J		
56	MHEH302140	Rodriguez, Richard	Taper/J		
95	MJHK849850	Rodriguez, Saul	Taper/J		
134	1517407	Rucker, Tyri J	Taper/J		
116	MDEI441842	Sanchez, Juan	Painter/J		
154	MJFI502146	Santos, David B	Painter/J		
90	MJHF007140	Saucado, Jorge	Painter/J		
7	MEBL004421	Scheilenberger III, James A	Painter/J		
144	MAIF923040	Schilling, Bruce	Paper/J		

[illegible]

District Council 16  
 Out of Work Report(b)  
 Report Status: Discontinued (Inactive)  
 Report Date: 01/01/2018  
 Report By: ADP, FC, TA

District Council 16

Out of Work Report(b)

Rank	Member ID	Full Name	Type
1	MEB02001420	Nichols, Fyrish	Typist
115	MEB0400448	Kryzka, Joyce	Painter
116	MEB0400449	Lyons, David	Painter
117	MEB0400450	Lyons, David	Painter
118	MEB0400451	Lyons, David	Painter
119	MEB0400452	Lyons, David	Painter
120	MEB0400453	Lyons, David	Painter
121	MEB0400454	Lyons, David	Painter
122	MEB0400455	Lyons, David	Painter
123	MEB0400456	Lyons, David	Painter
124	MEB0400457	Lyons, David	Painter
125	MEB0400458	Lyons, David	Painter
126	MEB0400459	Lyons, David	Painter
127	MEB0400460	Lyons, David	Painter
128	MEB0400461	Lyons, David	Painter
129	MEB0400462	Lyons, David	Painter
130	MEB0400463	Lyons, David	Painter
131	MEB0400464	Lyons, David	Painter
132	MEB0400465	Lyons, David	Painter
133	MEB0400466	Lyons, David	Painter
134	MEB0400467	Lyons, David	Painter
135	MEB0400468	Lyons, David	Painter
136	MEB0400469	Lyons, David	Painter
137	MEB0400470	Lyons, David	Painter
138	MEB0400471	Lyons, David	Painter
139	MEB0400472	Lyons, David	Painter
140	MEB0400473	Lyons, David	Painter
141	MEB0400474	Lyons, David	Painter
142	MEB0400475	Lyons, David	Painter
143	MEB0400476	Lyons, David	Painter
144	MEB0400477	Lyons, David	Painter
145	MEB0400478	Lyons, David	Painter
146	MEB0400479	Lyons, David	Painter
147	MEB0400480	Lyons, David	Painter
148	MEB0400481	Lyons, David	Painter
149	MEB0400482	Lyons, David	Painter
150	MEB0400483	Lyons, David	Painter
151	MEB0400484	Lyons, David	Painter
152	MEB0400485	Lyons, David	Painter
153	MEB0400486	Lyons, David	Painter
154	MEB0400487	Lyons, David	Painter
155	MEB0400488	Lyons, David	Painter
156	MEB0400489	Lyons, David	Painter
157	MEB0400490	Lyons, David	Painter
158	MEB0400491	Lyons, David	Painter
159	MEB0400492	Lyons, David	Painter
160	MEB0400493	Lyons, David	Painter
161	MEB0400494	Lyons, David	Painter
162	MEB0400495	Lyons, David	Painter
163	MEB0400496	Lyons, David	Painter
164	MEB0400497	Lyons, David	Painter
165	MEB0400498	Lyons, David	Painter
166	MEB0400499	Lyons, David	Painter
167	MEB0400500	Lyons, David	Painter
168	MEB0400501	Lyons, David	Painter
169	MEB0400502	Lyons, David	Painter
170	MEB0400503	Lyons, David	Painter
171	MEB0400504	Lyons, David	Painter
172	MEB0400505	Lyons, David	Painter
173	MEB0400506	Lyons, David	Painter
174	MEB0400507	Lyons, David	Painter
175	MEB0400508	Lyons, David	Painter
176	MEB0400509	Lyons, David	Painter
177	MEB0400510	Lyons, David	Painter
178	MEB0400511	Lyons, David	Painter
179	MEB0400512	Lyons, David	Painter
180	MEB0400513	Lyons, David	Painter
181	MEB0400514	Lyons, David	Painter
182	MEB0400515	Lyons, David	Painter
183	MEB0400516	Lyons, David	Painter
184	MEB0400517	Lyons, David	Painter
185	MEB0400518	Lyons, David	Painter
186	MEB0400519	Lyons, David	Painter
187	MEB0400520	Lyons, David	Painter
188	MEB0400521	Lyons, David	Painter
189	MEB0400522	Lyons, David	Painter
190	MEB0400523	Lyons, David	Painter
191	MEB0400524	Lyons, David	Painter
192	MEB0400525	Lyons, David	Painter
193	MEB0400526	Lyons, David	Painter
194	MEB0400527	Lyons, David	Painter
195	MEB0400528	Lyons, David	Painter
196	MEB0400529	Lyons, David	Painter
197	MEB0400530	Lyons, David	Painter
198	MEB0400531	Lyons, David	Painter
199	MEB0400532	Lyons, David	Painter
200	MEB0400533	Lyons, David	Painter

Rank	Member ID	Full Name	Type
1	MEB02001420	Nichols, Fyrish	Typist

**EXHIBIT “C”**

**EXHIBIT “C”**

**EXHIBIT “C”**

# HANRATTY LAW GROUP

KARI J. HANRATTY, ESQ.  
CARRIE J. PRIMAS, ESQ.

KEVIN M. HANRATTY, ESQ.

November 20, 2018

Sent Via Email Only  
lcsllawllc@gmail.com

Louis C. Schneider, Esq.  
430 South 7<sup>th</sup> Street  
Las Vegas, Nevada 89101

Re: Reed v. Reed (D-18-568055-D)

Dear Louis,

This letter is written pursuant to EDCR 5.501 to address several issue in the above-referenced case. Please note there are several different items that require attention within a specific period of time. I will address each issue in turn below:

1. October 16, 2018, Order: Regarding the Order from the October 16, 2018, hearing, the Order I previously drafted and you signed stated the wrong exchange time for the end of your client's Week Two time. The minutes from the October 16, 2018, hearing, state that the custodial timeshare was to remain status quo, but inadvertently stating the end or you client's Week Two time as 3:00 p.m., not 8:00 a.m. As a reminder, his time is supposed to end at 8:00 a.m. pursuant to the Order from the October 14, 2018, hearing. As such, enclosed with this letter please find the revised Order for your signature. Please note that I have also included specific reference to the parties' Partial Parenting Plan so that the holiday schedule is specifically included in this order for ease of reference.
2. December 1, 2018, Ice Skating Event: Devin previously agreed, via Our Family Wizard, for Amanda to have the children during his custodial time on the evening of December 1, 2018, to attend an ice skating event. Amanda will pick the children up at 5:00 p.m. and return them at 8:00 p.m. The exchange will occur at Lauralynn's house. This letter simply confirms this agreement.
3. Thanksgiving: This letter will confirm that Amanda will have the children for Thanksgiving this year from 9:00 a.m. until 9:00 p.m. on Thanksgiving Day. The exchange will occur at Lauralynn's house.
4. Christmas: So as not to disturb Lauralynn's Christmas Day, Amanda requests that the Christmas Day exchange be conducted at the LVMPD substation located at 9850 W.

1815 Village Center Circle, Suite 140 | Las Vegas, Nevada 89134 | Phone: 702-821-1379 | Fax: 702-870-1846



Cheyenne Avenue. Please confirm Devin's agreement with this on or before **December 15, 2018**.

5. Devin's House: The children have been reporting concerning things about Devin's living conditions, specifically that they do not sleep in the house but rather in the motorhome, and that the house is in a state of disrepair, with incomplete flooring and nails and staples sticking up from the floor. The children have come home with cuts and scrapes, which Devin has acknowledged come from these loose nails and staples. Abby has told Amanda that they sleep in the motorhome with no heat or blankets, and that Devin leaves the door open at night so that the dog can come in and out. Given these reports from the children, Amanda would like to visit Devin's home to ensure that the children are living in a safe and acceptable condition. She will request that the police conduct a Civil Standby to ensure a peaceful interaction. Please provide several dates and times before **December 15, 2018**, on which Amanda can inspect Devin's living conditions.
6. Appraisal: In order to determine the value of the marital residence and move toward settlement, Amanda needs to get the marital residence appraised. Please confirm on or before **Wednesday, November 28, 2018**, that Devin will agree to equally divide the cost of those appraisal. Specifically, Amanda will front the cost with Devin's reimbursement coming by way of offsets in a global settlement.
7. Devin's Employment: Devin has failed to place himself on the union Out of Work List for the months of September, October, and November, making it clear that he is making on effort to find employment. If Devin continues to avoid being employed, we will have no choice but to fully litigate the issue of child support. Further, if Devin does not obtain work through the union, he will lose his insurance, which will cause the parties to have to pay out of pocket for Abby's therapist. If the same should occur, we will request that Devin pay 100% of this cost.

Once you have had the chance to the review and discuss the above with your client, I look forward to hearing from you as appropriate as it relates to each issue. Please do not hesitate to contact my office if you have any questions or concerns.

Sincerely,



Carrie J. Primas, Esq.

Cc: Client  
Enclosures: as stated

1 **ORDR**  
2 **HANRATTY LAW GROUP**  
3 Carrie J. Primas, Esq.  
4 State Bar of Nevada No. 12071  
5 1815 Village Center Circle, Suite 140  
6 Las Vegas, Nevada 89134  
7 PH: (702) 821-1379  
8 FAX: (702) 870-1846  
9 EMAIL: attorneys@hanrattylawgroup.com  
10 Attorneys for Defendant, Amanda Reed

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

13	DEVIN REED,	)	Case No: D-18-568055-D
14		)	Dept No: F
15	Plaintiff,	)	
16		)	
17	v.	)	<b>ORDER AFTER HEARING</b>
18		)	
19	AMANDA REED,	)	Date of Hearing: October 16, 2018
20		)	Time of Hearing: 11:00 a.m.
21	Defendant.	)	

22 This matter having come before this Court on the 16<sup>th</sup> day of October, 2018, for a Case  
23 Management Conference and return hearing from FMC Mediation. Plaintiff, Devin Reed, being  
24 present and represented by Louis C. Schneider, Esq., and Defendant, Amanda Reed, being present  
25 and represented by Carrie J. Primas, Esq., of Hanratty Law Group, the Court hereby finds and  
26 orders as follows:

27 THE COURT FINDS that the parties have reached an agreement and the agreement is to  
28 clarify the terms of the temporary Order and convert them to permanent orders.

IT IS HEREBY STIPULATED AND ORDERED that the parental timeshare shall remain  
status quo, specifically as follows: in Week One, Plaintiff will have the minor children from  
Tuesday at school drop off, or 8:00 a.m. at the babysitter if there is no school, until Thursday at  
school pick up, or 3:00 p.m. at the babysitter if there is no school, and in Week Two Plaintiff will  
have the children from Friday at school drop off, or 8:00 a.m. at the babysitter if there is no  
school, until Monday at school drop off, or 8:00 a.m. at the babysitter if there is no school. The  
delivering parent shall transport and all exchanges shall take place at the babysitter or the minor

1 child's school. As to Shawn, until he is in school, all exchanges related to him shall occur at the  
2 babysitter.

3 IT IS FURTHER STIPULATED AND ORDERED Plaintiff's ex-wife shall not watch or  
4 transport the minor child. Devon's adult son, Daniel, shall be allowed to transport the minor  
5 children.

6 IT IS FURTHER STIPULATED AND ORDERED that the parties shall follow and abide  
7 by the previous holiday schedule implemented in the Partial Parenting Agreement, which is  
8 attached to this Order as Exhibit A; however, this schedule does not address Christmas. As such,  
9 Winter Break shall be divided as follows: Defendant shall have Christmas Day at 8:00 a.m. until  
10 December 31<sup>st</sup> at 5:00 p.m. in even years, and Christmas day at 8:00 a.m. until January 1<sup>st</sup> at 5:00  
11 p.m. in odd years. Plaintiff shall have the remainder of Winter Break.

12 IT IS FURTHER STIPULATED AND ORDERED that there shall be no right of first  
13 refusal.

14 IT IS FURTHER STIPULATED AND ORDERED that the parties shall abide by the  
15 Mutual Behavior Order filed on August 14, 2018, and said Order is extended to the minor  
16 children's events and any third-party or family members of the parties.

17 IT IS FURTHER STIPULATED AND ORDERED that the parties shall be responsible for  
18 transporting the minor children to all extracurricular activities during their parental timeshare.

19 IT IS FURTHER STIPULATED AND ORDERED that Plaintiff shall not smoke in the  
20 car or house during his parental timeshare.

21 IT IS FURTHER STIPULATED AND ORDERED that Defendant shall have two weeks  
22 to return the marital dog, Chiba, to Plaintiff; however, if the Defendant has not taken holiday  
23 pictures with the dog and children by that time; the minor children shall be allowed to take the  
24 dog during their visitation with Defendant for family pictures and return the dog to Plaintiff.

25 IT IS FURTHER STIPULATED AND ORDERED that Plaintiff shall continue to  
26 maintain the truck payment. Plaintiff shall be responsible for car insurance. Defendant shall be  
27

1 responsible for the cell phone.

2 IT IS FURTHER STIPULATED AND ORDERED that Plaintiff's child support  
3 obligation shall be waived until he establishes employment.

4 IT IS FURTHER STIPULATED AND ORDERED that Defendant shall have temporary  
5 exclusive possession of the marital residence; however, Plaintiff is not waiving any rights or  
6 interest to the equity in the residence. Counsel will discuss regarding the appraisal of the marital  
7 residence.

8 IT IS FURTHER ORDERED that the foregoing agreement is affirmed and adopted by this  
9 Court.

10 IT IS FURTHER ORDERED that the Case Management Conference shall be continued to  
11 December 18, 2018 at 11:00 a.m.

12 IT IS FURTHER ORDERED that Attorney Primas shall prepare the Order from today's  
13 hearing and Attorney Schneider to countersign.

14 IT IS FURTHER ORDERED AND THE PARTIES ARE PUT ON NOTICE that they are  
15 subject to the requirements of NRS 125C.0045(6) and NRS 125C.0045(7.)

16 **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION, CONCEALMENT  
17 OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A  
18 CATEGORY D FELONY AS PROVIDED IN NRS 193.190. NRS 200.359 provides that every  
19 person having a limited right of custody to a child or any parent having no right of custody to the  
20 child who willfully detains, conceals or removes the child from a parent, guardian or other person  
21 having lawful custody or a right of visitation of the child in violation of an order of this court, or  
22 removes the child from jurisdiction of the court without the consent of either the court or all  
23 persons who have the right to custody or visitation is subject to being punished for a category D  
24 felony as provided in NRS 193.130.

25 **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention of October 25,  
26 1980, adopted by the 14th Session of the Hague Conference on Private International Law apply if  
27

1 a parent abducts or wrongfully retains a child in a foreign country. The minor children are  
2 habitual residents of Clark County, Nevada.

3 The parties are also placed on notice of the following provisions in NRS 125C.0045(8):

4 If a parent of the child lives in a foreign country or has significant commitments in a  
5 foreign country:

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

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

17 The parties are also placed on notice of the following provisions in NRS 125C.006:

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

24 (a) Attempt to obtain the written consent of the noncustodial parent to relocate with  
25 the child; and  
26