

1 Name: _____

2 Address: _____

3 Telephone: _____

4 Email: _____

5 Attorney or in Proper Person: _____

Confidential Settlement Brief
Do Not File

Electronically Filed
Jan 10 2022 10:53 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 Devin Bryson Reed, Plaintiff

9 vs.

10 Amanda Raelene Reed,
11 Defendant.

Case No. : D-18-568055-D

Department F

Date of Conference: February 11, 2020

Time of Conference: 1:30 p.m.

12 **CONFIDENTIAL SETTLEMENT BRIEF**

13 COMES NOW (*your name*) _____

14 who hereby submits this Confidential Settlement Brief in accordance with
15 EDCR 2.51 and 5.524. I hereby acknowledge that my participation in this
16 Settlement Conference is mandatory and that this Settlement Brief is due at
17 least 7 days prior to the scheduled Settlement Conference. I understand that
18 this Settlement Brief can be no more than ten (10) pages in length, excluding
19 exhibits. I understand that I may be sanctioned if I fail to meaningfully
20 participate in the Settlement Conference, submit this Settlement Brief, ensure
21 that an accurate Financial Disclosure Form has been filed, and bring
22 documents demonstrating the value of each contested asset and debt.

23 DATED 29th day of January, 2020

24 Submitted by: (*your signature*) _____

25 (*print your name*) _____
26
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

I.

STATEMENT OF ESSENTIAL FACTS

1. Name of Plaintiff: *(name)* _____, age *(age)* _____.

2. Name of Defendant: *(name)* _____, age *(age)* _____.

3. Date of Marriage *(date)*: _____, Length of Marriage *(years)* _____.

4. Resolved Issues and the Agreed Resolutions:

a. _____

b. _____

c. _____

d. _____

5. Unresolved Issues:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

(Please add another page if you need to write more about resolved and unresolved issues.)

1 **II. PERTINENT HISTORY OF THE PARTIES**

2 _____
3 _____
4 _____
5 _____
6 _____

7 *(Please add another page if you need to write more about your pertinent history.)*

8 **III. CHILD CUSTODY**

- 9 ☐ We have no children in common.
10 ☐ Child custody has already been resolved by agreement or court order.

11 **6. Name, age and date of birth of children:**

12 Name: _____, age _____, date of birth: _____
13 Name: _____, age _____, date of birth: _____
14 Name: _____, age _____, date of birth: _____
15 Name: _____, age _____, date of birth: _____

16 **7. Requested legal custody, physical custody, and visitation order:**

17 _____
18 _____
19 _____
20 _____

21 *(Please add another page if you need to write more about custody and visitation.)*

22 **IV. CHILD SUPPORT**

- 23 ☐ We have no children in common.
24 ☐ Child support has already been resolved by agreement or court order.

25 **8. Amount of child support requested and any special factors the Court should consider in setting the amount of child support:**

26 _____
27 _____

(Please add another page if you need to write more about child support.)

V. SPOUSAL SUPPORT

☐ We are not married.

☐ Spousal support has already been resolved by agreement or court order.

9. I request the following spousal support for myself: (*check one*)

☐ None

☐ Permanent spousal support of \$_____ per month.

☐ Limited spousal support of \$_____ per month for _____ ☐ months /
_____ ☐ years.

☐ Rehabilitative spousal support (for job training or education) of \$_____ per month for _____ ☐ months / ☐ years.

I should be awarded spousal support because:

10. The other party should not be awarded spousal support, or should be awarded less than requested because:

(Please add another page if you need to write more about spousal support.)

VI. PROPERTY AND DEBTS

☐ We are not married.

☐ Property and debt division has already been resolved by agreement or court order.

11. My proposed distribution of property and debts is attached as Exhibits A & B.

12. The following legal and factual issues regarding the property and debts are in dispute:

(Please add another page if you need to write more about property and debts.)

1 **VII. UNUSUAL ISSUES (If Applicable)**

2 13. The following unusual legal or factual issues may be presented at the
3 Settlement Conference:
4 _____
5 _____
6 _____

6 **VIII. ATTORNEY'S FEES**

7 14. I request the following attorney's fees for myself: (*check all that apply*)

8 ☐ None

9 ☐ \$ _____ in total fees and costs.

10 ☐ The court has previously awarded me \$ _____ in fees and costs.

11 Of that amount, \$ _____ has already been paid and \$ _____
12 is still owed.

12 **IX. DESIRED RESULTS**

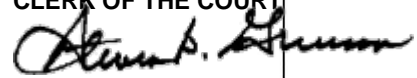
13 I want:
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

9 APPX0617

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

27



EPAP
LAW OFFICES OF F. PETER JAMES, ESQ.
F. Peter James, Esq.
Nevada Bar No. 10091
Peter@PeterJamesLaw.com
3821 West Charleston Boulevard, Suite 250
Las Vegas, Nevada 89102
702-256-0087
702-256-0145 (fax)
Counsel for Defendant

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

DEVIN REED,

Plaintiff,

vs.

AMANDA REED,

Defendant.

CASE NO. : D-18-568055-D
DEPT. NO. : F

**EX PARTE APPLICATION FOR
RETURN OF APPEAL BOND**

Comes now Defendant, Amanda Reed, by and through her appeal counsel,
F. Peter James, Esq.,

///

///

///

///

1 who hereby requests the return of the Appeal Bond posted on or around July 15,
2 2019.

3 Dated this 10 day of February, 2020

4 
LAW OFFICES OF F. PETER JAMES

5 F. Peter James, Esq.

Nevada Bar No. 10091

6 3821 W. Charleston Blvd., Suite 250

Las Vegas, Nevada 89102

7 702-256-0087

Counsel for Defendant

8
9 **DECLARATION OF F. PETER JAMES, ESQ.**

10 F. Peter James, Esq. declares, and states as follows:

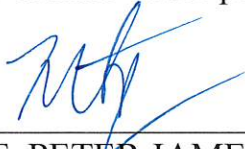
- 11 1. I am a member in good standing of the State Bar of Nevada.
- 12 2. I have personal knowledge of the facts contained in this declaration, save
13 those stated upon information and belief, and as to those matters, I believe
14 them to be true.
- 15 3. I am competent and willing to testify in a court of law as to the facts
16 contained herein.
- 17 4. On or about July 15, 2019, Defendant through counsel, F. Peter James,
18 Esq., posted a \$500.00 bond in this matter for an appeal. The Notice of
19 Posting Cost Bond, along with a copy of the check is attached herein as
20 Exhibit A.

1 5. The appeal in this matter has since been dismissed via a signed Stipulation
2 to Dismiss filed on October 3, 2019.

3 6. No orders as to fees/costs were ordered. So, there is no longer a need for
4 the Court to hold the appeal bond as the purpose of the same has been
5 Vitiated. *See* NRAP 7.

6 7. As such, the Court should direct the Clerk of the Court to return the
7 \$500.00 appeal bond payable to "Law Offices of F. Peter James, Esq.".

8 I declare under penalty of perjury that the foregoing is true and correct.

9 

10 F. PETER JAMES, ESQ.

2-12-2020

DATE

1 **CERTIFICATE OF SERVICE**

2 I certify that on this 10 day of February, 2020, I caused the above and
3 foregoing document entitled **EX PARTE APPLICATION FOR RETURN OF**
4 **APPEAL BOND** to be served as follows:

5 [☒] pursuant to EDCR 8.05(A), EDCR 8.05(F), NRCP 5(b)(2)(D)
6 and Administrative Order 14-2 captioned "In the Administrative
7 Matter of Mandatory Electronic Service in the Eighth Judicial
8 District Court," by mandatory electronic service through the
9 Eighth Judicial District Court's electronic filing system;

8 [] by placing same to be deposited for mailing in the United States
9 Mail, in a sealed envelope upon which first class postage was
prepaid in Las Vegas, Nevada;

10 [] pursuant to EDCR 7.26 / NEFCR 9, to be sent via facsimile /
11 email;

12 to the attorney(s) / party(ies) listed below at the address(es), email address(es),
13 and/or facsimile number(s) indicated below:

14 Louis C. Schneider, Esq.
15 430 South 7th St.
16 Las Vegas, Nevada 89101
Counsel for Plaintiff

17 By: _____

18 An employee of the Law Offices of F. Peter James, Esq., PLLC
19
20

Divorce - Complaint

COURT MINUTES

February 11, 2020

D-18-568055-D Devin Bryson Reed, Plaintiff
vs.
Amanda Raelene Reed, Defendant.

February 11, 2020 01:30 PM Settlement Conference

HEARD BY: Hardcastle, Gerald W. **COURTROOM:** Conference Room #326

COURT CLERK: Foley, Carol

PARTIES PRESENT:

Devin Bryson Reed, Counter Defendant, Plaintiff, Present Louis C. Schneider, Attorney, Present

Amanda Raelene Reed, Counter Claimant, Defendant, Present Carrie J. Primas, ESQ, Attorney, Present

Abby Reed, Subject Minor, Not Present Harvey Gruber, Attorney, Not Present

Shawn Reed, Subject Minor, Not Present

JOURNAL ENTRIES

A settlement conference in this matter was heard with Sr. Judge Gerald Hardcastle. Having reached a RESOLUTION, parties convened in Conference Room #326 and Court placed the following terms ON THE RECORD.

Plaintiff and Defendant sworn and testified.

PER STIPULATION,

Order for Joint Legal Custody and Joint Physical Custody of the minor children was entered by Judge Gentile. Defendant contested that order and there are presently proceedings before Judge Gentile regarding that arrangement. Those proceedings will continue and none of the agreements today will impact that, at least until Judge Gentile addresses that.

Beginning March 2020, Plaintiff will pay Defendant CHILD SUPPORT in the amount of \$350 PER MONTH.

Parties will mutually maintain health insurance for the minor children through their employments. In the event that either party does not have insurance for the children, each party will contribute half of the cost of health insurance.

Unreimbursed medical expenses will be equally divided pursuant to the 30/30 rule.

Any child support arrears, medical insurance arrears, medical costs or expenses one parent paid for the children are resolved and included in the negotiations today.

Defendant will receive the marital residence located at 4416 Cinderwood Court, North Las Vegas, Nevada.

Defendant will keep her 403b and Public Employees' Retirement System (PERS) as her sole and separate property.

Plaintiff will keep his 401k and Union Pension as his sole and separate property.

Ford vehicle is awarded to Defendant as her sole and separate property.

Plaintiff will receive the Dodge truck. Defendant will pay off the loan in the amount of approximately \$17,000. Defendant is to pay off the truck promptly and send Plaintiff the title when she receives it.

Motor home will be awarded to Plaintiff free and clear of any claim of Defendant.

Miscellaneous off road vehicles will be awarded to Plaintiff free and clear of any claim of Defendant.

Any furniture, furnishings, household goods, effects and belongings in Plaintiff's possession will remain his personal property.

Any furniture, furnishings, household goods, effects and belongings in Defendant's possession will remain her personal property.

Plaintiff will keep any and all bank accounts in his own name. Defendant will keep any and all bank accounts in her own name.

Defendant has \$45,000 debt and Plaintiff has approximately \$9,000 debt. Plaintiff will pay his indebtedness and Defendant will pay her indebtedness provided that in order to equalize things, Plaintiff gives Defendant a judgment for \$7,500 and pays it off over three years. Judgment will bear interest from date of entry but will not be recorded so long as Plaintiff is making monthly payments. Plaintiff may pay it off earlier if he desires.

Each side will bear their own attorney's fees and costs.

Agreement is effective and binding pursuant to EDCR 7.50.

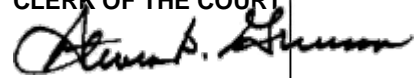
Parties were canvassed and stated their agreement with the settlement terms stated on the record.

COURT ORDERED, absolute DECREE OF DIVORCE is GRANTED pursuant to the terms and conditions as stated on the record today.

Ms. Primas is to prepare the Decree of Divorce and send it to Mr. Schneider to review and countersign.

INTERIM CONDITIONS:

FUTURE HEARINGS:



NEOJ
LAW OFFICES OF F. PETER JAMES, ESQ.
F. Peter James, Esq.
Nevada Bar No. 10091
Peter@PeterJamesLaw.com
3821 West Charleston Boulevard, Suite 250
Las Vegas, Nevada 89102
702-256-0087
702-256-0145 (fax)
Counsel for Defendant

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

DEVIN REED,

Plaintiff,

vs.

AMANDA REED,

Defendant.

CASE NO. : D-18-568055-D
DEPT. NO. : F

**NOTICE OF ENTRY OF ORDER
FOR RETURN OF APPEAL BOND**

///

///

///

///

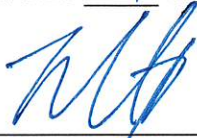
///

///

///

1 Please take notice that the attached Order for Return of Appeal Bond was
2 entered on February 24, 2020.

3 Dated this 24 day of February 2020

4 

5 LAW OFFICES OF F. PETER JAMES

F. Peter James, Esq.

6 Nevada Bar No. 10091

3821 W. Charleston Blvd., Suite 250

7 Las Vegas, Nevada 89102

702-256-0087

8 Counsel for Defendant

CERTIFICATE OF SERVICE

I certify that on this 24 day of February 2020, I caused the above and foregoing document entitled **NOTICE OF ENTRY OF ORDER FOR RETURN OF APPEAL BOND** to be served as follows:

☒ pursuant to EDCR 8.05(A), EDCR 8.05(F), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☐ pursuant to EDCR 7.26 / NEFCR 9, to be sent via facsimile / email;

to the attorney(s) / party(ies) listed below at the address(es), email address(es), and/or facsimile number(s) indicated below:

Louis C. Schneider, Esq.
430 South 7th St.
Las Vegas, Nevada 89101
Counsel for Plaintiff

By:

CORBIEN
An employee of the Law Offices of F. Peter James, Esq., PLLC

ORIGINAL

Electronically Filed
2/24/2020 8:22 AM
Steven D. Grierson
CLERK OF THE COURT



ORDR

LAW OFFICES OF F. PETER JAMES, ESQ.

F. Peter James, Esq.

Nevada Bar No. 10091

Peter@PeterJamesLaw.com

3821 West Charleston Boulevard, Suite 250

Las Vegas, Nevada 89102

702-256-0087

702-256-0145 (fax)

Counsel for Defendant

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

DEVIN REED,

Plaintiff,

vs.

AMANDA REED,

Defendant.

CASE NO. : D-18-568055-D

DEPT. NO. : F

**ORDER FOR RETURN OF
APPEAL BOND**

Upon application of Defendant, by and through her appeal counsel, F.
Peter James, Esq., and for sufficient cause shown, the Court hereby orders as
follows:

///

///

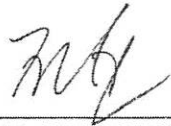
///

///

1 **IT IS HEREBY ORDERED** that the \$500.00 appeal bond posted on or
2 about July 15, 2019 shall be returned to the Defendant. The Clerk of the Court
3 shall return the \$500.00 appeal bond and shall make the funds payable to the
4 "Law Offices of F. Peter James, Esq."

5
6 
7 DISTRICT COURT JUDGE 
DENISE L. GENTILE

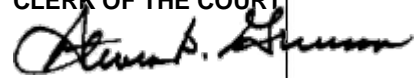
8 *Respectfully submitted by:*

9 

10 LAW OFFICES OF F. PETER JAMES
11 F. Peter James, Esq.
12 Nevada Bar No. 10091
13 3821 W. Charleston Blvd., Suite 250
14 Las Vegas, Nevada 89102
15 702-256-0087
16 Counsel for Defendant
17
18
19
20

ORIGINAL

Electronically Filed
2/24/2020 8:22 AM
Steven D. Grierson
CLERK OF THE COURT



ORDR

LAW OFFICES OF F. PETER JAMES, ESQ.

F. Peter James, Esq.

Nevada Bar No. 10091

Peter@PeterJamesLaw.com

3821 West Charleston Boulevard, Suite 250

Las Vegas, Nevada 89102

702-256-0087

702-256-0145 (fax)

Counsel for Defendant

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

DEVIN REED,

Plaintiff,

vs.

AMANDA REED,

Defendant.

CASE NO. : D-18-568055-D

DEPT. NO. : F

**ORDER FOR RETURN OF
APPEAL BOND**

Upon application of Defendant, by and through her appeal counsel, F. Peter James, Esq., and for sufficient cause shown, the Court hereby orders as follows:

///

///

///

///

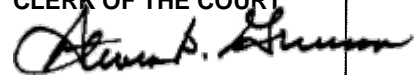
1 **IT IS HEREBY ORDERED** that the \$500.00 appeal bond posted on or
2 about July 15, 2019 shall be returned to the Defendant. The Clerk of the Court
3 shall return the \$500.00 appeal bond and shall make the funds payable to the
4 “Law Offices of F. Peter James, Esq.”.

5
6 
7 DISTRICT COURT JUDGE 
DENISE L. GENTILE

8 *Respectfully submitted by:*

9 

10 LAW OFFICES OF F. PETER JAMES
11 F. Peter James, Esq.
12 Nevada Bar No. 10091
13 3821 W. Charleston Blvd., Suite 250
Las Vegas, Nevada 89102
702-256-0087
Counsel for Defendant



1 **DECD**
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,
14
15 Plaintiff,

16 v.

17 AMANDA REED,
18
19 Defendant.

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

) **DECREE OF DIVORCE**
)
)
)
)
)

20 This cause coming on for Senior Judge Settlement on before the above entitled Court on
21 February 11, 2020, the Parties having acknowledged their intent by signing the verification
22 attached hereto, and after reviewing the pleadings and papers on file, the Court finds and Orders
23 as follows:

24 1. The Court finds pursuant to NRS 125.181, the Plaintiff and Defendant have resided
25 in the State of Nevada for a period in excess of six (6) weeks prior to filing this action therefore
26 the Court has complete jurisdiction as to the subject matter and personal jurisdiction.

27 2. The bonds of matrimony hereto existing between Plaintiff and Defendant are
28 dissolved and Plaintiff is granted an absolute Decree of Divorce and each of the Parties is restored
to the status of a single, unmarried person.

3. Plaintiff and Defendant were duly and legally married on the 2nd day of October,
2010, in Las Vegas, Nevada, and ever since date have been and now are husband and wife.

4. There are two minor children born the issue of this marriage to wit: Abigail Reed,
date of birth April 6, 2013; and Shawn Reed, date of birth July 3, 2015. Defendant is not pregnant

1 at this time and no minor child was adopted by the Parties during this marriage.

2 5. The Parties are awarded joint legal custody of the minor child which is defined as
3 follows:

- 4
- 5 a. Each parent will consult and cooperate with the other in substantial questions relating
to religious upbringing, and significant changes in social environment.
- 6 b. Each parent will have access to medical and school records pertaining to their children
and be permitted to independently consult with any and all professionals involved with
7 them.
- 8 c. Each parent will be empowered to obtain emergency health care for the children
without the consent of the other parent. Each parent will notify the other parent as
9 soon as reasonably possible as to any illness requiring medical attention, or any
emergency involving the children.
- 10 d. Each parent will provide the other parent, upon receipt, with any information
concerning the well-being of the children, including, but not limited to, copies of
11 report cards; school meeting notices; vacation schedules; class notices of activities
involving the children; samples of school work; order forms for school pictures; all
12 communications from health care providers and the names, addresses, and telephone
numbers of all schools, health care providers, regular day care providers, and
13 counselors.
- 14 e. Each parent will advise the other parent of school, athletic, religious, and social events
in which the children participate, and each agrees to so notify the other parent within a
15 reasonable time after first learning of the future occurrence of any such event as to
allow the other parent to make arrangements to attend the event if he or she chooses to
16 do so. Both parents may participate in all such activities with the children, including,
but not limited to, such activities as open house, ceremonies, school carnivals, and any
17 other events involving the children.
- 18 f. Each parent will provide the other parent with the address and telephone number at
which the minor children reside, and to notify the other parent within ten (10) days
19 prior to any change of address and provide the telephone number of such address
change as soon as it is assigned.
- 20 g. Each parent will provide the other parent with a travel itinerary and, whenever
reasonably possible, telephone numbers at which the children can be reached
21 whenever the children will be away from the parent's home for a period of one (1)
night or more.
- 22 h. Neither parent will interfere with the right of the children to transport their clothing
and personal belongings freely between the parents respective homes.
- 23 i. The parents agree to communicate directly with each other regarding the needs and
well being of the children, and each parent further agrees not to use the children to
24 communicate with the other parent regarding parental issues. The parents agree to use
self control and to not verbally or physically abuse each other in the presence of the
25 minor children.
- 26 j. Neither parent will disparage the other in the presence of the children, nor will either
parent make any comment of any kind that would demean the other parent in the eyes
27 of the children. Additionally, each parent agrees to instruct their respective family and
friends to make no disparaging remarks regarding the other parent in the presence of
28

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

3 6. The Parties are awarded joint physical custody of the minor children with
4 Plaintiff's timeshare as follows:

5 Week One: Plaintiff will have the minor children from Tuesday at school drop off, or 8:00
6 a.m. at the babysitter if there is no school, until Thursday at school pick up, or 3:00 p.m. at the
7 babysitter if there is no school.

8 Week Two: Plaintiff will have the children from Friday at school drop off, or 8:00 a.m. at
9 the babysitter if there is no school, until Monday at school drop off, or 8:00 a.m. at the babysitter
10 if there is no school.

11 The delivering parent shall transport and all exchanges shall take place at the babysitter or
12 the minor child's school. As to Shawn, until he is in school, all exchanges related to him shall
13 occur at the babysitter.

14 7. The parties acknowledge that there is currently a requesting pending by Defendant
15 to modify custody. Nothing in this Decree shall act as a waiver of Defendant's right to pursue
16 said request.

17 8. The minor child Abby shall continue attending therapy.

18 9. Holidays and special times shall take precedence over all other time-share
19 arrangements. The parents agree that all holidays not specifically enumerated below shall be
20 celebrated during the regular time-share arrangements.

21 Monday Holidays: The parents agree that Monday holidays shall be defined as beginning
22 on the Monday holiday at 9:00 a.m. and concluding on the Monday holiday at 6:00 p.m. Monday
23 holidays shall alternate yearly between the parents. During odd-numbered years, the children
24 shall reside with the mother on Martin Luther King Jr.'s Birthday and Memorial Day and with the
25 father for Presidents' Day and Labor Day. During even-numbered years, the children shall reside
26 with the father on Martin Luther King Jr.'s Birthday and Memorial Day and with the mother for
27 Presidents' Day and Labor Day.

1 St. Patrick's Day: The parents agree that St. Patrick's Day shall be defined as beginning
2 March 17th at 9:00 a.m. and concluding March 17th at 6:00 p.m. The parents agree that the
3 children shall reside with the mother every year for the St. Patrick's Day holiday.

4 Easter: The parents agree that Easter shall be defined as beginning Easter Sunday at 9:00
5 a.m. and concluding Easter Sunday at 6:00 p.m. The parents agree that the children shall reside
6 with the mother every year for the Easter holiday. The parents also agree that, if there is a conflict
7 between Abigail's birthday and the Easter holiday, the Easter holiday shall take priority and the
8 father shall celebrate Abigail's birthday on April 5th.

9 Fourth of July: The parents agree that the Fourth of July shall be defined as beginning July
10 4th at 4:30 p.m. and concluding July 4th at 10:00 p.m. The Fourth of July shall be alternated on a
11 yearly basis, with the children residing with the father in odd-numbered years and with the
12 mother in even-numbered years.

13 Halloween: The parents agree that Halloween shall be defined as beginning October 31st
14 at 9:00 a.m. and concluding October 31st at 9:00 p.m. The parents agree that the children shall
15 reside with the mother every year for the Halloween holiday.

16 Thanksgiving: The parents agree that Thanksgiving shall be defined as beginning
17 Thanksgiving Day at 9:00 a.m. and concluding Thanksgiving Day at 9:00 p.m. Thanksgiving
18 shall be alternated on a yearly basis, with the children residing with the father in odd-numbered
19 years and with the mother in even-numbered years.

20 Winter Break: Winter Break shall be divided as follows: Defendant shall have Christmas
21 Day at 8:00 a.m. until December 31st at 5:00 p.m. in even years, and Christmas Day at 8:00 a.m.
22 until January 1st at 5:00 p.m., in odd years. Plaintiff shall have the remainder of Winter Break.

23 Children's Birthdays: The parents agree that the children's birthdays shall be defined as
24 follows beginning on the child's birthday at 9:00 a.m. and concluding on the child's birthday at
25 9:00 p.m. The children's birthdays shall be alternated on a yearly basis, with the children residing
26 with the father in odd-numbered years and with the mother in even-numbered years. The parents
27 also agree that, if there is a conflict between Abigail's birthday and the Easter holiday, the Easter
28

1 holiday shall take priority and the father shall celebrate Abigail's birthday on April 5th.

2 Parents' Birthdays: The parents agree that their birthdays shall begin on their birthdays at
3 9:00 a.m. and end on their birthdays at 6:00 p.m. Every year, children shall reside with each
4 parent on their respective birthday.

5 10. The parties shall abide by the Mutual Behavior Order filed on August 14, 2018,
6 and said Order is extended to the minor children's events and any third-party or family members
7 of the parties.

8 11. The parties shall be responsible for transporting the minor children to all
9 extracurricular activities during their parental timeshare.

10 12. The Plaintiff shall not smoke in the car or house during his parental timeshare.

11 13. The parties shall continue all communications via OurFamilyWizard and all
12 communications is be appropriate and only related to the minor children. The parties shall only
13 communicate via text in the case of an emergency with regards to the minor children.

14 14. Plaintiff be obligated to pay child support pursuant in the amount of \$350.00 per
15 month, pursuant to LCB File No. R138-18, effective February 1, 2020, and *Wright v. Osburn*.
16 Said child support shall continue until said time as the minor children each turn eighteen and
17 graduate from high school, turn nineteen or otherwise emancipate.

18 15. Any and all child support arrears shall be waived through February 1, 2020.
19 Defendant's waiver of child support arrears owed to her by Plaintiff is part of the overall property
20 settlement and equalization outlined further below.

21 16. So long as it is available through their employer, both parties shall maintain
22 medical insurance for the minor children. If either party is unable to do so, they shall be equally
23 responsible for the cost of the medical insurance provided by the other party. The Parties will
24 equally divide any and all costs not covered by insurance pursuant to the 30/30 rule, which states
25 as follows:

26 Any unreimbursed medical, dental, optical, orthodontic, or other health related expense
27 incurred for the benefit of the minor children is to be divided equally between the Parties. Either
28

1 Party incurring an out of pocket medical expense for the children shall provide a copy of the paid
2 invoice/receipt to the other party within thirty (30) days of incurring such expense. If not
3 tendered within the thirty (30) day period, the Court may consider it a waiver of reimbursement.
4 The other Party will then have thirty (30) days from receipt within which to dispute the expense
5 in writing or reimburse the incurring Party for one-half of the out of pocket expense. If not
6 disputed or paid within the thirty (30) day period, the Party may be subject to a finding of
7 contempt and appropriate sanctions.

8 17. Any and all medical arrears shall be waived through February 1, 2020.
9 Defendant's waiver of medical arrears owed to her by Plaintiff is part of the overall property
10 settlement and equalization outlined further below.

11 18. The Parties shall each claim a minor child on their respective income taxes each
12 year with Plaintiff claiming Abigail each year and Defendant claiming Shawn each year. Only
13 the parties may claim the minor children; neither party may assign their right to claim the minor
14 children to a third party.

15 19. Pursuant to NRS 125C.0045(6) and NRS 125C.0045(7.), the Parties are hereby put
16 on notice of the following:

17 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR
18 DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A
19 CATEGORY D FELONY AS PROVIDED IN NRS 193.190. NRS 200.359 provides that
20 every person having a limited right of custody to a child or any parent having no right of
21 custody to the child who willfully detains, conceals or removes the child from a parent,
22 guardian or other 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 jurisdiction of the court
24 without the consent of either the court or all persons who have the right to custody or
25 visitation is subject to being punished for a category D felony as provided in NRS
26 193.130.

27 NOTICE IS HEREBY GIVEN that the terms of the Hague Convention of October 25,
28

1 1980, adopted by the 14th Session of the Hague Conference on Private International Law apply if
2 a parent abducts or wrongfully retains a child in a foreign country. The minor child is a habitual
3 resident of Clark County, Nevada.

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

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

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

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

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

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

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

27 (b) If the noncustodial parent refuses to give that consent, petition the court for
28

1 permission to relocate with the child;

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

5 (a) Without having reasonable grounds for such refusal; or

6 (b) For the purposes of harassing the custodial parent.

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

10 The parties are also placed on notice of the following provisions in NRS 125C.0065:

11 1. If joint physical custody has been established pursuant to an order, judgment or decree
12 of a court and one parent intends to relocate his or her residence to a place outside of this
13 State or to a place within this State that is at such a distance that would substantially
14 impair the ability of the other parent to maintain a meaningful relationship with the child,
15 and the relocating parent desires to take the child with him or her, the relocating parent
16 shall, before relocating:

17 (a) Attempt to obtain the written consent of the non-relocating parent to relocate with
18 the child; and

19 (b) If the non-relocating parent refuses to give that consent, petition the court for
20 primary physical custody for the purpose of relocating.

21 2. The court may award reasonable attorney's fees and costs to the relocating parent if the
22 court finds that the non-relocating parent refused to consent to the relocating parent's
23 relocation with the child:

24 (a) Without having reasonable grounds for such refusal; or

25 (b) For the purposes of harassing the relocating parent.

26 3. A parent who relocates with a child pursuant to this section before the court enters an
27 order granting the parent primary physical custody of the child and permission to relocate
28

1 with the child is subject to the provisions of NRS 200.359.

2 This provision does not apply to vacations outside Nevada planned by either party.

3 The parties, and each of them, are hereby placed on notice that in the event either party is
4 ordered to pay child support to the other, that, pursuant to NRS 125.007, a parent responsible for
5 paying child support is subject to NRS 31A.010 through NRS 31A.340, inclusive, and Sections 2
6 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of wages and
7 commissions for the delinquent payment of support, that these statutes and provisions require
8 that, if a parent responsible for paying child support is delinquent in paying the support of a child
9 that such person has been ordered to pay, then that person's wages or commissions shall
10 immediately be subject to wage assignment and garnishment, pursuant to the provisions of the
11 above-referenced statutes.

12 The parties acknowledge, pursuant to NRS 125B.145, that an Order for the support of a
13 child must, upon the filing of a request for review by:

14 (a) The welfare division of the department of human resources, its designated
15 representative or the district attorney, if the welfare division or the district attorney has
16 jurisdiction in the case; or,

17 (b) A parent or legal guardian of the child,
18 be reviewed by the Court at least every 3 years pursuant to this section to determine
19 whether the Order should be modified or adjusted. Further, if either of the parties is
20 subject to an Order of child support, that party may request a review pursuant the terms of
21 NRS 125B.145. An Order for the support of a child may be reviewed at any time on the
22 basis of changed circumstances.

23 The parties shall submit the information required in NRS 125B.055, NRS 125.130 and
24 NRS 125.230 on a separate form to the Court and the Welfare Division of the Department of
25 Human Resources within ten days from the date this Order is filed; such information shall be
26 maintained by the Clerk in a confidential manner and not part of the public record. The parties
27 shall update the information filed with the Court and the Welfare Division of the Department of
28

Human Resources within ten days should any of the information become inaccurate.

20. There is community property to be adjudicated by this Court as follows:

Plaintiff shall be awarded as his sole and separate property:

- a. The 2015 Dodge truck, more specifically referenced herein below;
- b. The 2002 Ford Motorhome, subject to any encumbrance thereon;
- c. Any and all off-road vehicles in Plaintiff's possession;
- d. Any and all retirement accounts in Plaintiff's name;
- e. Plaintiff's pension through the Local 1977;
- f. Any and all bank accounts currently in Plaintiff's name;
- g. Any and all personal property in Plaintiff's possession; and
- h. Any and all personal effects, jewelry and clothing.

Defendant shall be awarded as her sole and separate property:

- a. The real property located at 4416 Cinderwood Ct., North Las Vegas, NV 89032, together with any and all the equity therein, more specifically described herein below;
- b. The 2008 Ford Expedition, subject to any encumbrance thereon
- c. Any and all retirement accounts in Defendant's name, including her PERS and 403(b) through the Clark County School District;
- d. Any and all bank accounts currently in Defendant's name;
- e. Any and all personal property in Defendant's possession; and
- f. Any and all personal effects, jewelry and clothing.

21. The Defendant purchased real property prior to marriage located at 4416 Cinderwood Ct., North Las Vegas, Nevada 89032, more specifically described as:

Sedona on the Boulevard
Unit 2081 Bldg 44

1 Plat Book 124 Page 4
2 Parcel No. 177-21-113-317

3 Said property shall be awarded to Defendant as her sole and separate property. Plaintiff
4 will assume and hold Defendant harmless from any and all debts and obligations related thereto.

5 22. Defendant shall pay off the balance of the loan against the 2015 Dodge truck on or
6 before February 28, 2020. She shall provide Plaintiff with the vehicle title upon receipt, which
7 title shall be placed in Plaintiff's name.

8 23. Both parties knowingly and willingly waive their interest in any retirement account
9 in the name of the other party.

10 24. There are community debts to be adjudicated by this Court as follows:

11 Plaintiff shall be responsible for the following debts:

12 a. Any and all debts in his own name alone.

13 Defendant shall be responsible for the following debts:

14 a. Any and all debt associated with the real property located at 4416
15 Cinderwood Ct., North Las Vegas, Nevada 89032;

16 b. Any and all debt in her name alone, including the balance of the
17 credit card debt in her name less Plaintiff's share in the amount of
18 \$7,500.00; and
19

20 c. Any and all debts in her name alone.

21 25. As and for his portion of the credit card debt in Defendant's name, Plaintiff shall
22 pay \$7,500.00, to be paid directly to Defendant at the rate of \$208.33 per month until paid in full.
23 The first payment shall be due March 1, 2020, and there shall be no penalty for prepayment. The
24 amount of \$7,500.00 shall be reduced to judgment and collectible by any and all means, and shall
25 bear statutory interest only if Plaintiff misses a monthly payment.
26
27
28

1 26. This paragraph shall serve only to clarify the overall property equalization.
2 Plaintiff shall receive his community property share of the marital residence as follows: (1) any
3 and all child support arrears owed by Plaintiff to Defendant through February 1, 2020, shall be
4 waived; (2) any and all medical arrears owed by Plaintiff to Defendant through February 1, 2020,
5 shall be waived; (2) Defendant shall pay off the remaining balance on the 2015 Dodge truck in
6 the amount of approximately \$17,000.00; and (4) Defendant shall pay a disproportionate amount
7 of the community debt, specifically \$37,000.00 of the outstanding credit card debt in her name
8 while Plaintiff shall be responsible for only \$7,500.00 of this amount.
9

10 27. The Parties shall be ordered to execute a Bill of Sale and Title to the vehicles
11 being conveyed to each respective Party herein, thereby transferring said vehicles accordingly. In
12 the event either party should fail to do so, the State of Nevada Department of Motor Vehicles
13 shall be ordered to transfer said titles to said vehicles.
14

15 28. Neither Party shall charge or cause or permit to be charged, to or against the other,
16 any purchase which either of them may hereafter make, and shall not hereafter create any
17 engagement or obligations in the name of or against the other, and shall never hereafter secure or
18 attempt to secure any credit upon or in connection with the other. In the event either Party
19 utilizes the name of the other, said Party shall be responsible for any and all debt incurred and any
20 and all legal fees and costs associated with litigating to resolve the unauthorized use of a Party's
21 name hereto.
22

23 29. Defendant desires to retain her married name and continue to be known as
24 Amanda Reed.
25

26 30. Each Party shall be ordered to pay their own attorney fees and costs associated
27 with this action.
28

\\

1 31. During the course of said marriage, the tastes, mental disposition, views, likes and
2 dislikes of Plaintiff and Defendant have become so widely divergent that the Parties have become
3 incompatible in marriage to such an extent that it is impossible for them to live together as
4 husband and wife, and the incompatibility between Plaintiff and Defendant is so great that there is
5 no possibility of reconciliation between them.

6 32. The Parties acknowledge each has made a complete disclosure of any and all
7 assets acquired during their marriage. In the event community assets are discovered which were
8 undisclosed and/or hidden, the Party who failed to disclose the asset shall forfeit said asset.

9 33. In the event other assets or debts of the Parties are found after the entry of the
10 Decree of Divorce, the Parties have the right to petition the Court for distribution of same. In
11 addition, neither Party shall take a position inconsistent with the terms of the Decree of Divorce
12 and shall respect the rights and privacy of the other Party. The Party failing to follow the Decree
13 of Divorce, shall be responsible for any and all reasonable attorney fees associated with enforcing
14 the terms of the Decree of Divorce. The Court shall maintain jurisdiction over the obligations and
15 terms of the Decree of Divorce pursuant to the holding in *Siragusa v. Siragusa*, 108 Nev. 987,
16 843 P.2d 807 (1992), which allows an award of fees and costs to enforce the terms of a Decree of
17 Divorce.
18

19 34. The Parties acknowledge the distribution of assets and debts contained herein is a
20 fair and equal distribution and the property listed herein shall be confirmed as their respective
21 sole and separate property.
22

23 35. Both Parties acknowledge no tax advice was given in the finalizing of the Decree
24 of Divorce. Counsel has referred the Parties to speak with their accountant to resolve any tax
25 issues which may arise.
26

27 ///

36. Each Party acknowledges they have read the Decree of Divorce and fully understand the contents of same. Each Party has had the opportunity to seek independent advice in this matter and by signing below the Parties acknowledge and understand the necessity for independent advice and that no promises were made in conjunction with the disposition of the Decree of Divorce, no coercion occurred and there was no undue influence to settle this matter.

IT IS SO ORDERED this 3rd day of April, 2020.

Denise Lerch

District Court Judge

Dated this 26th day of March, 2020.

Approved as to content and form this _____ day of _____, 2020.

HANRATTY LAW GROUP

**LAW OFFICE OF LOUIS C.
SCHNEIDER, LLC**

By: Carrie J. Primas
Carrie J. Primas, Esq.
Nevada Bar No. 12071
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
Phone: (702) 821-1379
Fax: (702) 870-1846
Email: attorneys@hanrattylawgroup.com
Attorney for Defendant, Amanda Reed

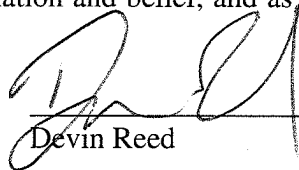
By: 
 Louis C. Schneider, Esq.
 Nevada Bar No. 9683
 430 South 7th Street
 Las Vegas, Nevada 89101
 Phone: (702) 435-2121
 Fax: (702) 431-3807
 Email: lclsllawllc@yahoo.com
 Attorney for Plaintiff, Devin Reed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

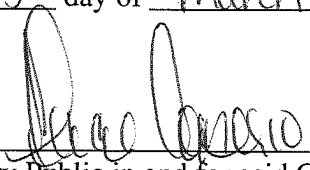
VERIFICATION

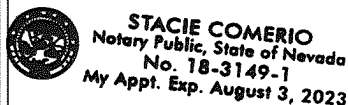
STATE OF NEVADA)
 ss
County of CLARK)

Devin Reed, being first duly sworn according to law, deposes and says, that the undersigned is the Plaintiff in the above entitled action; that he has read the above and foregoing Decree of Divorce, and knows the contents thereof; that the same is true of his own knowledge, except for any matters therein stated upon information and belief, and as to those matters therein stated, he believes them to be true.


Devin Reed

Subscribed and Sworn to before me this
25th day of March, 2020.


Notary Public in and for said County
And State

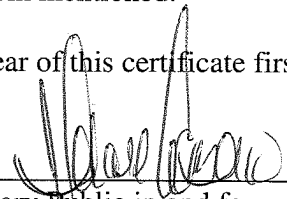


Acknowledgement

STATE OF NEVADA)
 ss
County of CLARK)

On this 25th day of March, 2020, personally appeared before me, a Notary Public, Devin Reed, known to me to be the person described in and who executed the foregoing instrument, Decree of Divorce, he acknowledged to me that the instruments were executed freely and voluntarily and for the same uses and purposes therein mentioned.

Witness my hand and official seal the day and year of this certificate first above written.


Notary Public in and for said
County and State

