

1 her position as a teacher in the children's school to alienate them from Devin. Even her
2 recent Pretrial Memo shows that she recruited her coworkers to testify against Devin,
3 despite her repeated calls to CPS and Metro yielding nothing. Further, she has used her
4 position to interfere with Devin picking up and dropping off the children. It is time for
5 that to stop. If the children are enrolled in a school she does not teach at, she will no
6 longer be able to use her position to interfere with Devin's role as their father or his
7 involvement in their education.

8 Devin's request is not only supported under *Arcella* as briefed in his *Supplemental*
9 *Plea for Relief*, but it is also in their best interest pursuant to NRS 125C.0035(4)(c), (d),
10 (e), and (g). Amanda's behavior in excluding Devin from participating in their education
11 and school activities is a direct attack on Abby and Shawn's relationship with Devin.
12 Amanda does not support them having "frequent associations and a continuing
13 relationship" with their father and if she had her way, Devin would never see them. Her
14 behavior is highly contentious and creates a high "level of conflict between
15 [these]parents." At no point does Amanda ever relent in her attacks against Devin. Her
16 behavior precludes any "ability...to cooperate to meet the needs of the child[ren]" as she
17 does not cooperate with Devin on even the most minute of issues. Finally, Amanda's
18 hate for Devin interferes with her ability to see the to "physical, developmental, and
19 emotional needs of the child[ren]." She is obsessed with hating Devin, not with loving
20 her children.

21 Due to a clerical error made by Devin's previous counsel, Devin's vacation time
22 with the children was left out of the Decree. Amanda has used this to preclude Devin
23 from having even an extra second with the children. She will not allow Devin to take
24 them to see his family at family reunions or anything else. Devin requests this mistake be
25 rectified and that he be allowed 14 days a year for vacation time with Abby and Shawn.

26 Amanda's insistence that the children not be around their siblings is both cruel
27 and bizarre, not to mention the perfect illustration of how hateful and bitter she is towards
28 Devin. The Nevada Supreme Court has recognized that the sibling bond is a powerful

1 and important consideration in determining the best interest of the children. Not only
2 does NRS 125C.0035(4)(i) specify that “[t]he ability of the child to maintain a
3 relationship with any sibling” is a consideration in determining the best interests, but also
4 that it is of such importance, it survives the termination of the parent’s rights and
5 adoption of the siblings. In *Mulkern v. Eighth Judicial Dist. Court of Nev.*, 429 P.3d 277,
6 278 (Nev. 2018) the Court held that “[a]lthough adoption severs a child’s legal
7 relationship with the biological parents...that adoption does not preclude application of
8 the legislative presumption [of NRS 432B.550(5)(a)] that placing siblings together is in a
9 child’s best interest.” Despite this powerful recognition and protection of the sibling
10 bond, Amanda insists that Abby and Shawn have no contact with their older siblings.
11 She has no rational basis. She simply hates Devin so much, she wants anyone associated
12 with him or his family to be excluded from a relationship with her children. This Court
13 should put an end to that.

14 Finally, as mentioned above, Devin has been sporadically employed over the past
15 year. Judge Gentile made clear in her ruling that this was a joint physical case and she
16 reserved the matter of child support for trial. That trial did not take place, but the issue of
17 child support still exists. Devin requests that the parties exchange W-2s so that
18 Amanda’s child support obligation to him can be calculated and submitted to the Court
19 for an order.

20 c. Devin Is Entitled To An Award Of Fees And Costs

21 This Motion should not have been necessary and is the direct result of defendant’s
22 refusal to abide by the terms of the Decree of Divorce and stop this endless stream of
23 litigation that has gone on far too long. In this regard, Devin is requesting a full award of
24 attorney’s fees and costs based, in part, on NRS 18.010(2), should he become the
25 prevailing party:
26

27 **NRS 18.010 Award of attorney’s fees.**
28

1. The compensation of an attorney and counselor for his or her services is governed by agreement, express or implied, which is not restrained by law.
2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:
 - (a) When the prevailing party has not recovered more than \$20,000; or
 - (b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and 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.

Devin also makes his request pursuant to EDCR 7.60(b), based on defendant's unnecessarily multiplying these proceedings:

Rule 7.60. Sanctions.

- (a) If without just excuse or because of failure to give reasonable attention to the matter, no appearance is made on behalf of a party on the call of a calendar, at the time set for the hearing of any matter, at a pre-trial conference, or on the date of trial, the court may order any one or more of the following:
 - (1) Payment by the delinquent attorney or party of costs, in such amount as the court may fix, to the clerk or to the adverse party.
 - (2) Payment by the delinquent attorney or party of the reasonable expenses, including attorney's fees, to any aggrieved party.
 - (3) Dismissal of the complaint, cross-claim, counter-claim or motion or the striking of the answer and entry of judgment by default, or the granting of the motion.
 - (4) Any other action it deems appropriate, including, without limitation, imposition of fines.
- (b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:

- (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.
- (2) Fails to prepare for a presentation.
- (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.
- (4) Fails or refuses to comply with these rules.
- (5) Fails or refuses to comply with any order of a judge of the court.

Additionally, pursuant to Halbrook v. Halbrook, 114 Nev. 1455, 1461, 971 P.2d 1262, 1266 (1998) citing to Leeming v. Leeming, 87 Nev. 530, 532, 490 P.2d, 342, 343 (1971), this Court has continuing jurisdiction to make an award of attorney's fees in a post-divorce proceeding under NRS 125.150(4), which states:

Except as otherwise provided in NRS 125.141, whether or not application for suit money has been made under the provisions of NRS 125.040, the court may award a reasonable attorney's fee to either party to an action for divorce.

Lastly, pursuant to Miller v. Wilfong, 121 Nev. 619, 623-625, 119 P.3d 727, 730-731 (2005) and Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969), an *Affidavit and Memorandum of Fees and Costs* to support Devin's request for attorney's fees can be filed upon request by the Court.

IV. CONCLUSION

For the foregoing reasons, Devin specifically requests that this Court grant his prayer for relief in its entirety.

Respectfully submitted this 31st day of March, 2021.

//s// Michancy M. Cramer
Michancy M. Cramer, Esq.
Nevada State Bar No. 11545
ALEX B. GHIBAUDO, PC
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, I hereby certify that on this 1st day of April, 2021, I did cause a true copy of the foregoing *Opposition and Countermotion in Reed v. Reed*, Clark County District Court Case No. D-18-568055-D, to be served electronically using the Odyssey Electronic Service system, to all parties with an email address on record.

Carrie Primas, Esq. attorneys@hanrattylawgroup.com

//s//Michancy M. Cramer
EMPLOYEE of Alex B. Ghibaudo, PC

MOFI

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

Devin Reed

Plaintiff/Petitioner

vs.

Amanda Reed

Defendant/Respondent

Case Number: **D-18-568055-D**

Department: **Z**

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> \$0 | The Motion/Opposition being filed is not subject to the \$129 or \$57 fee because: |
| <input checked="" type="checkbox"/> | The Motion/Opposition is being filed in a case 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"/> \$129 | The Motion/Opposition 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"/> \$57 | The Motion/Opposition being filed 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

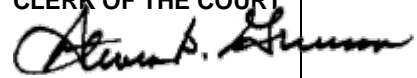
☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: **Plaintiff** Date: **4-1-2021**

Signature of Party or Preparer: */s/ Michancy M. Cramer, Esq.*

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
4/6/2021 7:27 AM
Steven D. Grierson
CLERK OF THE COURT



Devin Bryson Reed, Plaintiff

vs.

Amanda Raelene Reed, Defendant.

Case No.: D-18-568055-D

Department Z

NOTICE OF HEARING

Please be advised that the Pltfs Opposition and Countermotion for Revised Custodia; Timeshare, School Placement, To Resolve Parent-Child Matters, and for Attorney Fees and Costs in the above-entitled matter is set for hearing as follows:

Date: May 19, 2021

Time: 10:00 AM

Location: Courtroom 22
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Carmelo Coscolluela
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Carmelo Coscolluela
Deputy Clerk of the Court

APPX1211

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****April 07, 2021**

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

April 07, 2021 10:00 AM Minute Order

HEARD BY: Mercer, Shell**COURTROOM:** Courtroom 22**COURT CLERK:** Magdalena Castillo-Ramos**PARTIES:**

Abby Reed, Subject Minor, not present
Amanda Reed, Defendant, Counter Claimant, Carrie Primas, Attorney, not present
not present
Devin Reed, Plaintiff, Counter Defendant, not Michancy Cramer, Attorney, not present
present
Shawn Reed, Subject Minor, not present

JOURNAL ENTRIES

- NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.501(b), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

This Court has read and considered the current underlying pleadings in this matter. The Court finds that the parties have a Motion hearing scheduled for April 30, 2021. Additionally, the parties have an Opposition hearing scheduled for May 19, 2021. For judicial economy, the Court hereby Orders that all matters shall be heard on April 30, 2021 at 1:00 PM.

Clerk's Note: a copy was emailed/mailed to the parties/counsel (MC 4/7/21).

PRINT DATE:	04/07/2021	Page 1 of 2	Minutes Date:	April 07, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

APPX1212

INTERIM CONDITIONS:

FUTURE HEARINGS:

April 30, 2021 1:00 PM Motion
Courtroom 22
Mercer, Shell

April 30, 2021 1:00 PM Opposition & Countermotion
Courtroom 22
Mercer, Shell

May 11, 2021 10:00 AM Status Check
Courtroom 22
Mercer, Shell

May 19, 2021 10:00 AM Opposition & Countermotion
Courtroom 22
Mercer, Shell

PRINT DATE:	04/07/2021	Page 2 of 2	Minutes Date:	April 07, 2021
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

April 07, 2021

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

April 07, 2021 10:00 AM Minute Order

HEARD BY: Mercer, Shell**COURTROOM:** Courtroom 22**COURT CLERK:** Magdalena Castillo-Ramos**PARTIES:**

Abby Reed, Subject Minor, not present
Amanda Reed, Defendant, Counter Claimant, Carrie Primas, Attorney, not present
not present
Devin Reed, Plaintiff, Counter Defendant, not Michancy Cramer, Attorney, not present
present
Shawn Reed, Subject Minor, not present

JOURNAL ENTRIES

- NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.501(b), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

This Court has read and considered the current underlying pleadings in this matter. The Court finds that the parties have a Motion hearing scheduled for April 30, 2021. Additionally, the parties have an Opposition hearing scheduled for May 19, 2021. For judicial economy, the Court hereby Orders that all matters shall be heard on April 30, 2021 at 1:00 PM.

PRINT DATE:	04/07/2021	Page 1 of 2	Minutes Date:	April 07, 2021
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APPX1214

INTERIM CONDITIONS:

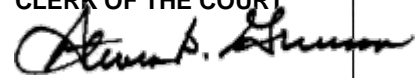
FUTURE HEARINGS:

April 30, 2021 1:00 PM Motion
Courtroom 22
Mercer, Shell

May 11, 2021 10:00 AM Status Check
Courtroom 22
Mercer, Shell

May 19, 2021 10:00 AM Opposition & Countermotion
Courtroom 22
Mercer, Shell

PRINT DATE:	04/07/2021	Page 2 of 2	Minutes Date:	April 07, 2021
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EXHS
HANRATTY LAW GROUP
Carrie J. Primas, Esq.
State Bar of Nevada No. 12071
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
PH: (702) 821-1379
FAX: (702) 870-1846
EMAIL: attorneys@hanrattylawgroup.com
Attorneys for Defendant, Amanda Reed

DISTRICT COURT
CLARK COUNTY, NEVADA

DEVIN REED,

Plaintiff,

v.

AMANDA REED,

Defendant.

Case No: D-18-568055-D
Dept No: Z

**EXHIBITS IN SUPPORT OF
DEFENDANT'S REPLY TO
PLAINTIFF'S OPPOSITION TO
MOTION FOR
RECONSIDERATION OF THE
COURT'S ORDER FROM THE
FEBRUARY 25, 2021 HEARING;
AND OPPOSITION TO
PLAINTIFF'S COUNTERMOTION
FOR REVISED CUSTODIAL
TIMESHARE, SCHOOL
PLACEMENT, TO RESOLVE
PARENT-CHILD MATTERS, AND
FOR ATTORNEY FEES AND
COSTS**

Comes now Defendant, Amanda Reed, by and through her attorney of record, Carrie J. Primas, Esq., of Hanratty Law Group, and submits her Exhibits in Support of Defendant's Reply to Opposition to Motion for Reconsideration of the Court's Order from the February 25, 2021 Hearing; and Opposition to Plaintiff's Countermotion for a Revised Custodial Timeshare, School Placement, to Resolve Parent-Child Matters, and for Attorney Fees and Costs, as follows:

EXHIBIT	BATE NUMBERS	DOCUMENT
A	Defendant 0001	Our Family Wizard Message from Plaintiff to Defendant dated March 21, 2021
B	Defendant 0002 to 0010	Minutes from October 16, 2018 Hearing with Partial Parenting Agreement

Dated this 23rd day of April, 2021.

HANRATTY LAW GROUP

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

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Michancy Cramer, Esq.
Alex Ghibaud, Esq.
alex@glawvegas.com
michancy@glawvegas.com
Attorney for Plaintiff

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EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

Message Report

Generated: 04/22/2021 at 03:42 PM by Kari Hanratty

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Amanda Reed, Devin Reed

Child(ren): Abby Reed, Shawn Reed

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 03/21/2021 at 09:47 PM
From: Devin Reed
To: Amanda Reed (*First Viewed: 03/22/2021 at 08:42 AM*)
Subject: Re: School days that you drop off at school

P.s. Dan called on a day they come back to me. They bring their backpacks and lunch boxes back. You already have stolen their last set so i am not sending them w them when they go to you at end of school day. You understand.

On 03/21/2021 at 08:37 PM, Amanda Reed wrote:

To: Devin Reed (*First Viewed: 03/21/2021 at 09:00 PM*)
Subject: School days that you drop off at school

Please make sure that the kids come prepared for school. Lunches, masks, material, ect. Daniel can bring them to their gates. Last week Daniel called because Shawn was crying and he needed help getting him to class. Prior to that, they came with no backpacks/lunches/masks. Please make sure that doesn't happen again.

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****October 16, 2018**

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

**October 16, 2018 11:00 AM Case Management
Conference**

HEARD BY: Gentile, Denise L**COURTROOM:** Courtroom 03**COURT CLERK:** Antoria Pickens**PARTIES:**

Abby Reed, Subject Minor, not present	Harvey Gruber, Attorney, not present
Amanda Reed, Defendant, Counter Claimant, present	Carrie Primas, Attorney, present
Devin Reed, Plaintiff, Counter Defendant, present	Louis Schneider, Attorney, present
Shawn Reed, Subject Minor, not present	

JOURNAL ENTRIES

- CASE MANAGEMENT CONFERENCE.

The Court reviewed the case history and pleadings on file.

Attorney Primas represented the parties reached an agreement and requested to place the agreement on the record. Attorney Primas further represented the agreement is to clarify the terms of the Temporary Order and convert them to Permanent Orders.

Plaintiff and Defendant SWORN and TESTIFIED.

The parties PARENTAL TIMESHARE shall REMAIN STATUS QUO; however, the EXCHANGE locations and times shall change to DROP OFF at school and PICK-UP from school. No School days the exchange time shall be 8:00 AM and 3:00 PM. (Delivering parent to transport with ALL

PRINT DATE:	11/05/2018	Page 1 of 3	Minutes Date:	October 16, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

EXCHANGES taking place at the sitter's home of the minor children's school.

The parties shall ALTERNATE every other week.

Plaintiff's ex-wife shall not WATCH or TRANSPORT the minor children.

Daniel shall be allowed to TRANSPORT the minor children.

The parties shall FOLLOW and ABIDE by the previous HOLIDAY SCHEDULE implemented in the Partial Parenting Agreement; however, this schedule does not address Christmas.

Defendant's Christmas Parental Timeshare shall commence on Christmas Day and conclude on the December 31st in ALL EVEN YEARS; however, Defendant's Christmas Parental Timeshare in ALL ODD YEARS shall commence on Christmas Day and conclude on January 1st.

Defendant shall have the rest of the Christmas/Winter Break.

There shall be NO RIGHT OF FIRST REFUSAL.

The parties shall FOLLOW and ABIDE by the MUTUAL BEHAVIOR ORDER extended to the minor children's events and any third-party or family members of the parties.

The parties shall be RESPONSIBLE for transporting the minor children to all extracurricular activities during their parental timeshare.

Plaintiff shall NOT SMOKE in the car or house during his parental timeshare.

Defendant shall have two weeks to RETURN the dog CHIBA to Plaintiff; however, if Defendant has not taken family pictures with the dog and children; the minor children shall be allowed to take the dog during their visitation with Defendant for family pictures and RETURN the dog to Plaintiff.

Plaintiff shall CONTINUE to MAINTAIN the truck payment.

The parties shall CONTINUE to MAINTAIN the car insurance and cell phone bills. Plaintiff shall be responsible for the car insurance, and the Defendant shall be responsible for the cell phone.

Plaintiff's Child Support Obligation shall be WAIVED until he establishes employment.
Defendant shall have TEMPORARY EXCLUSIVE POSSESSION of the marital home; however, the Plaintiff is NOT WAIVING any rights or interest to the equity in the marital home.

PRINT DATE:	11/05/2018	Page 2 of 3	Minutes Date:	October 16, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Counsel to speak regarding the marital home appraisal.

COURT SO ORDERED, Agreement is AFFIRMED, and ADOPTED.

COURT FURTHER ORDERED, as follows:

Case Management Conference set for 12/18/18 at 11:00 AM.

Attorney Primas to prepare the Order from today's hearing Attorney Schneider to Countersign and submit to the Court for signature.

INTERIM CONDITIONS:

FUTURE HEARINGS:

December 18, 2018 11:00 AM Case Management Conference
Gentile, Denise L
Courtroom 03
Slayton, Andrea

PRINT DATE:	11/05/2018	Page 3 of 3	Minutes Date:	October 16, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

DISTRICT COURT
CLARK COUNTY, NEVADA

DEVIN REED,

Plaintiff,

vs.

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

AMANDA REED,

Defendant.

PARTIAL PARENTING AGREEMENT

Date of Hearing: August 14, 2018
Time of Hearing: 9:30 a.m.

The parents, Amanda Reed, mother, and Devin Reed, father, have met in mediation and have agreed to a Parenting Agreement regarding Abby Reed, DOB: 04/06/2013, and Shawn Reed, DOB: 07/03/2015, which addresses legal custody, holidays, and exchanges. The parents have been unable to reach an agreement with regard to the issues of the time-share provisions, vacation, and overnights at the father's residence; therefore, they need the Court to make the final determinations in these matters for them.

LEGAL CUSTODY PROVISIONS

Legal custody addresses the issues and matters including, but not limited to, the health, education, religious upbringing and welfare of the children.

The parents agree to joint legal custody of the children named above.

The parents agree to provide each other with the names, addresses and phone numbers of all medical, educational, child care and other providers of professional services for the

1 children. Should this information change, each parent agrees to provide notification in advance, or
2 as soon as possible, to the other parent.

3 Both parents are entitled to have access to medical information (both emergency and
4 routine) and school records, and to consult with any and all professionals involved with the children.
5 The parents agree that each parent shall be empowered to obtain emergency health care for the
6 children without the consent of the other parent. The parents agree to notify the other parent as soon
7 as reasonably possible of any illness requiring medical attention or any emergency involving the
8 children.
9

10 OBTAINING INFORMATION

11 The parents agree to provide each other with the address and phone number at which
12 the children reside.
13

14 The parents agree to notify each other, and the Clerk of the Court, in writing at least
15 ten (10) days prior to changing residences, phone numbers or employment.

16 The parents agree to provide each other, upon receipt, information concerning the
17 well-being of the children including, but not limited to, school information, activities involving the
18 children and all communications from health care providers.
19

20 The parents agree to advise each other of school, athletic and social events in which
21 the children participate, and both parents may participate in activities for the children.
22

23 HOLIDAYS

24 Holidays and special times shall take precedence over all other time-share
25 arrangements. The parents agree that all holidays not specifically enumerated below shall be
26 celebrated during the regular time-share arrangements.
27
28

1 Monday Holidays

2 The parents agree that Monday holidays shall be defined as beginning on the Monday
3 holiday at 9:00 a.m. and concluding on the Monday holiday at 6:00 p.m.

4 Monday holidays shall alternate yearly between the parents. During odd-numbered
5 years, the children shall reside with the mother on Martin Luther King Jr.'s Birthday and Memorial
6 Day and with the father for Presidents' Day and Labor Day. During even-numbered years, the
7 children shall reside with the father on Martin Luther King Jr.'s Birthday and Memorial Day and
8 with the mother for Presidents' Day and Labor Day.
9

10 St. Patrick's Day

11 The parents agree that St. Patrick's Day shall be defined as beginning March 17 at
12 9:00 a.m. and concluding March 17 at 6:00 p.m. The parents agree that the children shall reside with
13 the mother every year for the St. Patrick's Day holiday.
14

15 Easter

16 The parents agree that Easter shall be defined as beginning Easter Sunday at
17 9:00 a.m. and concluding Easter Sunday at 6:00 p.m. The parents agree that the children shall reside
18 with the mother every year for the Easter holiday.
19

20 The parents also agree that, if there is a conflict between Abby's birthday and the
21 Easter holiday, the Easter holiday shall take priority and the father shall celebrate Abby's birthday
22 on April 5.
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24 Fourth of July

25 The parents agree that the Fourth of July shall be defined as beginning July 4 at
26 4:30 p.m. and concluding July 4 at 10:00 p.m. The Fourth of July shall be alternated on a yearly
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1 basis, with the children residing with the father in odd-numbered years and with the mother in even-
2 numbered years.

3 Halloween

4 The parents agree that Halloween shall be defined as beginning October 31 at
5 9:00 a.m. and concluding October 31 at 9:00 p.m. The parents agree that the children shall reside
6 with the mother every year for the Halloween holiday.

7 Thanksgiving

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

12 Children's Birthdays

13 The parents agree that the children's birthdays shall be defined as follows beginning
14 on the child's birthday at 9:00 a.m. and concluding on the child's birthday at 9:00 p.m.

15 The children's birthdays shall be alternated on a yearly basis, with the children
16 residing with the father in odd-numbered years and with the mother in even-numbered years.

17 The parents also agree that, if there is a conflict between Abby's birthday and the
18 Easter holiday, the Easter holiday shall take priority and the father shall celebrate Abby's birthday
19 on April 5.

20 Parents' Birthdays

21 The parents agree that their birthdays shall begin on their birthdays at 9:00 a.m. and
22 end on their birthdays at 6:00 p.m. Every year, children shall reside with each parent on their
23 respective birthday.

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CUSTODIAL EXCHANGES

The parents agree that all custodial exchanges shall occur at in the lobby of the Family Court, located at the intersection of Pecos and Bonanza.

ADDITIONAL TIME

The parents agree that any additional time with the children or changes in the time-share arrangements shall be by mutual agreement. If the parents cannot agree then the regular time-share arrangements shall be followed.

NOTICE

The parents agree that in the event any scheduled time cannot be kept, the parent unable to comply with the schedule will notify the other parent as soon as possible.

SPECIAL PROVISIONS

The parents agree that, should either parent require additional child care for a period of three hours or more while the children are in their care, the other parent shall be given the first opportunity to provide such care for the children. The parents also agree that should the other parent take advantage of the opportunity to provide child care, the other parent shall pick up and drop off the children to the requesting parent's residence.

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MODIFYING THE PARENTING AGREEMENT

If parenting issues arise, the parties agree to re-mediate or seek court orders to resolve the issues.

Devin Reed
Father

Amanda Reed
Mother

DATE _____

DATE _____

Louis C. Schneider
Attorney for Plaintiff

Harvey Gruber
Attorney for Defendant

DATE _____

DATE _____

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Parenting Agreement are adopted.

DATED this _____ day of _____, 2018.

District Court Judge