

1 Robert Cerceo, Nevada Bar Number 5247. All parties and their counsel appeared
2 via video conference through the Bluejeans application due to the Coronavirus
3 pandemic.

5 JOURNAL ENTRIES

Electronically Filed
Jan 10 2022 11:39 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

6 The Court confirmed that the parties had started using Our Family Wizard
7 for communications. The Court noted that neither party had filed an updated
8 Financial Disclosure Form (FDF) and counsel represented that the parties had
9 agreed on the child support matters, to include child support going forward as well
10 as any allegation of child support arrears for the previous year. Counsel
11 represented that a Stipulation and Order would be submitted forthwith.
12

13 Following oral argument, the Court stated its Findings and Ordered the
14 following:

15 FINDINGS

16
17 **THE COURT HEREBY FINDS** that pursuant to NRS 125.130(1) a
18 judgment of divorce is a final decree. [1:58:09]

19 **THE COURT FURTHER FINDS** that Dr. Paglini's report was delivered
20 on or about January of 2020 and that there was a hearing several days later in front
21 of Judge Gentile. [2:00:09]

22 **THE COURT FURTHER FINDS** that despite the fact that it appears that
23 Judge Gentile wanted the parties to enter a decree resolving all other issues and
24 then go forward with custody, it is troublesome to the Court. Because the decree is
25 a final order, there is not a mechanism under Nevada law to pretend the parties are
26 not resolving all the issues under a final decree, despite the paragraph in the decree
27
28

1 that proports to be a savings clause that would allow Defendant to relitigate the
2 issue of custody. [2:01:18]

3 **THE COURT FURTHER FINDS** that the proper procedure would have
4 been to resolve the issues pursuant to a marital settlement agreement and
5 incorporate that into a final decree one the issue of custody was addressed in a
6 custody decree that addressed the concerns by Dr. Paglini and Judge Gentile, but
7 that did not happen. [2:01:39]

8
9 **THE COURT FURTHER FINDS** that upon review of the Defendant's
10 Motion, the Court shall clarity its position. Contrary to the Defendant's motion,
11 the Court's position is that it would not consider any evidence of domestic violence
12 that occurred prior to the decree of divorce as a basis for modifying custody after
13 the decree was entered. [2:02:58]

14
15 **THE COURT FURTHER FINDS** that Plaintiff's language towards
16 Defendant on Our Family Wizard was not appropriate. Although the Plaintiff had
17 concerns, his language escalated the conflict and was not acceptable to the Court.
18 [2:27:17]

19
20 **THE COURT FURTHER FINDS** that upon review of the current schedule
21 pursuant to the decree and after hearing from the parties, the current schedule is not
22 in the best interests of the children. There are too many exchanges between the
23 parties, it is a ridiculous and terrible schedule that increases the conflict between
24 the parties, puts the parties in each other's business too much, and is contrary to the
25 best interests of the children. [2:15:30 – 2:36:10]

26
27 **THE COURT FURTHER FINDS** that after hearing from the Defendant,
28 vacation time with each parent is in the best interests of the children and there is no

1 reason for them not to have a vacation with each parent. [2:45:10]

2
3 **ORDER**

4
5 **IT IS HEREBY ORDERED** that Defendant's Motion for Reconsideration
6 filed on March 17, 2021 is denied. [2:07:28]

7 **IT IS FURTHER ORDERED** that custody shall stay the same with the
8 parties sharing Joint Legal and Joint Physical Custody. [2:32:48]

9 **IT IS FURTHER ORDERED** that the Custody schedule shall be modified
10 as it is a finding of the Court that reducing interactions between the parties is in the
11 best interests of the children. [2:32:04]

12
13 **IT IS FURTHER ORDERED** that the new custody schedule shall be:

14 Week 1: Defendant shall have the children starting Thursday at school drop
15 off or 8:00am at the babysitter's until

16 Week 2: Friday at school drop off or 8:00am at the babysitter's.

17 Plaintiff shall have Friday at school drop off or 8:00am at the babysitter's
18 until week 1, Thursday at school drop off or 8:00am at the babysitter's.

19 Every two weeks Defendant/Mom shall have eight days and Plaintiff/Dad
20 shall have six days. [2:39:47]

21
22 **IT IS FURTHER ORDERED** that Plaintiff's countermotion to modify
23 school placement is denied. [2:41:25]

24 **IT IS FURTHER ORDERED** that Plaintiff's request to prohibit maternal
25 grandfather from attending school activities on Plaintiff/dad's timeshare is denied
26 with the following caveats:
27

28 Maternal grandfather and dad are ordered to stay away from each other. If

1 they are both present at a function, they shall avoid one another. Dad is
2 responsible for himself and mom is responsible for ensuring that maternal
3 grandfather stays away from dad.
4

5 Maternal grandfather may attend sports games, recitals, school plays, and
6 school performances.

7 Maternal grandfather may NOT attend custody exchanges, doctor
8 appointments for the minor children, or parent-teacher conferences. [2:41:33]
9

10 **IT IS FURTHER ORDERED** that Plaintiff's motion regarding vacation
11 time is granted in part. Each party shall have an additional week (seven days) of
12 vacation time with the children each summer. The parties are required to give each
13 other 30 days notice of their intent to exercise vacation, provide the other parent an
14 itinerary, and allow the children to communicate with the other parent. [2:45:10]
15

16 **IT IS FURTHER ORDERED** that during vacation the parties shall allow
17 the children to communicate with the other parent for 15 minutes each Sunday,
18 Tuesday, and Thursday. As the children are too young for their own phones, the
19 parents are ordered to cooperate and communicate to ensure that the video calls
20 take place in a peaceful and orderly manner. The parties are admonished to be
21 reasonable, communication with each other, to not call each other names, not to
22 make accusations against each other, and to avoid escalating any conflicts.
23 [2:50:20]
24

25 ...

26 ...
27
28

IT IS FURTHER ORDERED that both parties' request for attorney fees are denied and the parties shall each bear their own fees and costs. [2:51:30]

Attorney Cramer to prepare the order and Attorney Primas to review.

Dated this 21st day of July, 2021

Shell Mercar

89B E21 849B D7B5

Michele Mercer

District Court Judge

Approved as to Form and Content:

Respectfully Submitted:

//s//Michancy M. Cramer

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Nevada Bar Number 11545
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EXHIBIT 1

EXHIBIT 1

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

8 **THE PARTIES ARE ON NOTICE** of the following provision of NRS
9 125C.0045(6):

10 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
11 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION
12 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY
13 AS PROVIDED IN NRS 193.130.

14 NRS 200.359 provides that every person having a limited right of custody to a child or
15 any parent having no right of custody to the child who willfully detains, conceals or
16 removes the child from a parent, guardian or other person having lawful custody or a
17 right of visitation of the child in violation of an order of this court, or removes the child
18 from the jurisdiction of the court without the consent of either the court or all persons
19 who have the right to custody or visitation is subject to being punished for a category D
20 felony as provided in NRS 193.130.

21 **THE PARTIES ARE ON NOTICE** that the terms of the Hague Convention of
22 October 25, 1980, adopted by the 14th Session of the Hague Conference on Private
23 International Law, apply if a parent abducts or wrongfully retains a child in a foreign
24 country. The parties are also put on notice of the following provision of NRS
25 125C.0045(8):

26 If a parent of the child lives in a foreign country or has significant
27 commitments in a foreign country:
28

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

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

15 **THE PARTIES ARE ON NOTICE** that the parties are subject to the
16 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary
17 physical custody has been established pursuant to an order, judgment or decree of a
18 court and one parent intends to relocate his or her residence to a place outside of this
19 State or to a place within this State that is at such a distance that would substantially
20 impair the ability of the other parent to maintain a meaningful relationship with the
21 child, and the relocating parent desires to take the child with him or her, the relocating
22 parent shall, before relocating: (a) attempt to obtain the written consent of the non-
23 relocating parent to relocate with the child; and (b) if the non-relocating parent refuses
24 to give that consent, petition the court for permission to move and/or for primary
25 physical custody for the purpose of relocating. A parent who desires to relocate with a
26 child has the burden of proving that relocating with the child is in the best interest of the
27 child. The court may award reasonable attorney's fees and costs to the relocating parent
28 if the court finds that the non-relocating parent refused to consent to the relocating
parent's relocation with the child without having reasonable grounds for such refusal, or
for the purpose of harassing the relocating parent. A parent who relocates with a child
pursuant to this section without the written consent of the other parent or the permission
of the court is subject to the provisions of NRS 200.359.

1 **THE PARTIES ARE ON NOTICE** that if this order includes a child support
2 order and you want to adjust the amount of child support established in this order, you
3 must file a motion to modify the order with or submit a stipulation to the court. If a
4 motion to modify the order is not filed or a stipulation is not submitted, the child
5 support obligation established in this order will continue until such time as all children
6 who are the subject of this order reach 18 years of age or, if the youngest child who is
7 subject to this order is still in high school when he or she reaches 18 years of age, when
8 the child graduates from high school or reaches 19 years of age, whichever comes first.
9 Unless the parties agree otherwise in a stipulation, any modification made pursuant to a
10 motion to modify the order will be effective as of the date the motion was filed.
11

12 **THE PARTIES ARE ON NOTICE** that the parties are subject to the
13 provisions of NRS 31A and 125.007 regarding the collection of delinquent child
14 support payments.
15

16 **THE PARTIES ARE ON NOTICE** that either party may request a review of
17 child support every three years pursuant to NRS 125B.145.
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1 CSERV

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Devin Bryson Reed, Plaintiff

CASE NO: D-18-568055-D

7 vs.

DEPT. NO. Department Z

8 Amanda Raelene Reed,
9 Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/21/2021

15 e File

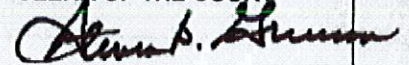
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9 service@KainenLawGroup.com
10 Attorney for Defendant

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 DEVIN REED,

14 Plaintiff,

CASE NO: D-18-586055-D
DEPT NO: Z

15 vs.

16 AMANDA REED,

17 Defendant.

18 **CERTIFICATE OF SERVICE**

19 I HEREBY CERTIFY that on the 12th day of August, 2021, I caused to be
20 served the following documents:

21 ***1. Notice of Filing Cost Bond (Received by Court 8.5.21)***

22 BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed
23 in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed
24 as follows:

25 BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the
26 U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage
27 fully paid thereon, addressed as follows:

28 ...

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
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www.KainenLawGroup.com

APPX1339

____ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

 X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

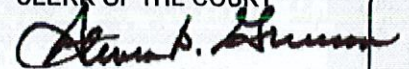
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11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 DEVIN REED,

14 Plaintiff,

CASE NO: D-18-586055-D
DEPT NO: Z

15 vs.

16 AMANDA REED,

17 Defendant.

18 **NOTICE OF FILING COST BOND**

19 Please take notice that Defendant, AMANDA REED, has posted cash (check
20 or credit card) in the amount of \$500 for the costs on appeal, pursuant to NRAP7.

21 Dated this 4 day of August, 2021.

22 ~~KAINEN LAW GROUP, PLLC~~

23 By: _____

24 RACHEAL H. MASTEL, ESQ.
25 Nevada Bar No. 11646
26 3303 Novat Street, Suite 200
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28 Attorney for Defendant

RECEIVED
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CLERK OF THE COURT

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APPX1341



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ORDER OF

Clark County District Court

8/5/2021

\$

**500.00

DOLLARS

Five hundred and 00/100 *****

Clark County District Court

MEMO

Cost of Bond Appeal - Reed



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KAINEN LAW GROUP, PLLC Las Vegas, NV 89129

7096

8/5/2021

Clark County District Court

Check # 7096

Date	Type	Reference	Description	Original Amount	Balance Due	Payment
8/5/2021	Bill	08042021	Cost of Bond Appeal - ...	500.00	500.00	500.00

NSB Operating 7462

500.00

APPX1342

FILE COPY

FILED

DEC 15 2021

Sharon A. Hoffman
CLERK OF COURT

COPY

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

DEVIN BRYSON REED,

Plaintiff,

vs.

AMANDA RAELENE REED,

Defendant.

CASE NO. D-18-568055-D

APPEAL NO. 83354, 79095

DEPT. Z

BEFORE THE HONORABLE DENISE GENTILE
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

TUESDAY, AUGUST 27, 2019

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APPEARANCES:

The Plaintiff:
For the Plaintiff:

DEVIN BRYSON REED
LOUIS SCHNEIDER, ESQ.
430 S. 7th Street
Las Vegas, Nevada 89101
(702) 435-2121

The Defendant:
For the Defendant:

AMANDA RAELENE REED
KARI HANRATTY, ESQ.
1815 Village Ctr. Dr.
#140
Las Vegas, Nevada 89134
(702) 821-1379

1 LAS VEGAS, NEVADA

TUESDAY, AUGUST 27, 2019

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

3 (THE PROCEEDINGS BEGAN AT 4:17:38)

4
5 THE COURT: We're on the record in the Reed matter,
6 case D-568055. Counsel?

7 MR. SCHNEIDER: Your Honor, good afternoon. Louis
8 Schneider, 9683, on behalf of Devin Reed. Devin is the
9 father. He is present, Your Honor.

10 THE COURT: That he is. Okay.

11 MS. HANRATTY: Kari Hanratty, 7677, on behalf of
12 Amanda Reed, who is present. This is my assistant, Carrie
13 Coles (ph).

14 THE COURT: Okay. Did you say your name was Kari?

15 MS. HANRATTY: We have four Karis, all family law.

16 MR. SCHNEIDER: It's a nightmare when you're calling
17 her.

18 MS. HANRATTY: She's -- you can call her Casey (ph).
19 She's been with me for almost 15 years.

20 THE COURT: Yeah, because it -- I mean -- I'm not
21 going to say any more.

22 MS. HANRATTY: Yeah. Well, try it --

23 THE COURT: The other Kari --

24 MS. HANRATTY: -- when we all -- when you're trying

1 to -- when I had Holly (ph) and Carrie, and you're going to
2 meet the brown haired girl with like, a bob.

3 THE COURT: Everybody looks the same.

4 MS. HANRATTY: Yeah. Our office has always been a
5 little confusing.

6 MR. SCHNEIDER: This is my Mindy (ph), Your Honor.
7 She's my legal secretary.

8 THE COURT: Okay.

9 MR. SCHNEIDER: She wants to go to law school. I'm
10 trying to dissuade her.

11 THE COURT: And maybe --

12 MS. HANRATTY: And she's a bet -- she'll be a better
13 lawyer than Louis.

14 MR. SCHNEIDER: Oh, that's nice. So -- and we were
15 getting along so nicely.

16 THE COURT: All right.

17 MS. HANRATTY: Okay.

18 THE COURT: So -- so you all want to put --

19 MS. HANRATTY: Yes. You want --

20 THE COURT: -- what we're going to do --

21 MS. HANRATTY: -- me to this?

22 THE COURT: -- on the record?

23 MS. HANRATTY: And you tell -- correct me if I'm
24 wrong?

1 MR. SCHNEIDER: Take a shot at it.

2 MS. HANRATTY: Okay. So, Your Honor, we are going
3 to dismiss the appeal. I will have Peter James (ph) do that
4 immediately. We are going to vacate the hearing, if your
5 Madam Clerk would be willing to vacate the hearing for the
6 motion to compel for tomorrow. That is going to be vacated.
7 Louis will answer discovery within 30 days. I'm assuming if
8 there's any issues, we will deal with that issue when it
9 arises. We are going to work diligently on settling the
10 financial issues. We are having Scott Dugan (ph) do a joint
11 appraisal, which -- of the house, which we will both stipulate
12 is the price. At that point, we will negotiate final
13 settlement on the house. We have 60 days to do that. If that
14 doesn't happen, then Louis can file a motion to sell the
15 house.

16 THE COURT: Really? I thought you were just going
17 to put it on the market. Remember, I said three people --
18 three people, one -- three Realtors, one pick? No?

19 MS. HANRATTY: Well, my only issue with that is if
20 we don't agree on -- are you going to agree on just Malmquist
21 straight up?

22 MR. SCHNEIDER: As long as it's --

23 THE COURT: What do you mean? I don't understand.
24 Why would we have to file a motion? I -- I'm not trying to

1 throw a wrench in any of it --

2 MS. HANRATTY: No --

3 THE COURT: -- I just don't understand.

4 MS. HANRATTY: Well, no. If -- if it doesn't get
5 settled by then, he would file a motion for the sale, and the
6 reason being is I want to use Malmquist straight up. And I
7 don't know if Louis is going to want to use Malmquist straight
8 up.

9 THE COURT: What do you mean? Versus what?

10 MS. HANRATTY: I don't know.

11 MR. SCHNEIDER: Your Honor --

12 THE COURT: But what is the motion -- I -- I'm
13 trying to figure out why you need a motion versus just list
14 it, and then we can always deal with --

15 MR. SCHNEIDER: I prefer to just have it sold.

16 THE COURT: -- what the calculation is in terms of
17 -- pardon?

18 MR. SCHNEIDER: I prefer to just have the house sold
19 --

20 THE COURT: Yeah.

21 MR. SCHNEIDER: -- after 60 days, if we don't come
22 to an agreement.

23 THE COURT: Yeah, yeah. Because --

24 MS. HANRATTY: If there are issues --

1 THE COURT: -- it just delays it --

2 MS. HANRATTY: -- if there's -- I'll put it this
3 way. If there's an issue with the amount that he's entitled
4 to, I will file the motion.

5 THE COURT: But you don't have to know how much he's
6 entitled to. You get it sold, and we can deal --

7 MS. HANRATTY: No, no, no. She's buying him out.

8 MR. SCHNEIDER: And we hold it in trust. We hold it
9 -- we hold the --

10 THE COURT: No, no, no, no --

11 MR. SCHNEIDER: -- disputed amount in trust.

12 THE COURT: Stop, stop, stop, stop, stop. Hold on.

13 MS. HANRATTY: Okay. Sorry.

14 THE COURT: What I'm saying is, within 60 days, if
15 she -- she's going to buy him out, right?

16 MS. HANRATTY: Yes.

17 THE COURT: If there's an issue as to how much he's
18 entitled to --

19 MS. HANRATTY: Yes.

20 THE COURT: -- within that 60 days, then that is
21 really what needs to be addressed with the Court, not that you
22 do a motion for sale. I think they need to then -- then put
23 the money, whatever she thinks he's entitled to, or whatever
24 they disagree on, maybe put that in --

1 MS. HANRATTY: Oh, we can do that.
2 THE COURT: -- in trust -- in trust, so that it's
3 there, and it's paid --
4 MS. HANRATTY: Uh-huh.
5 MR. SCHNEIDER: Right.
6 THE COURT: -- and he knows he's paid up to the
7 total amount --
8 MS. HANRATTY: Uh-huh.
9 THE COURT: -- that is in dispute, right?
10 MR. SCHNEIDER: Just the disputed amount in trust.
11 THE COURT: Yeah.
12 MS. HANRATTY: Just the disputed amount in trust --
13 MR. SCHNEIDER: The rest will be divided.
14 MS. HANRATTY: Yeah. I don't -- that -- I think
15 that's great. I don't -- yeah. I'm good with that.
16 THE COURT: Okay. Yeah, that makes sense.
17 MS. HANRATTY: So he would -- she --
18 MR. SCHNEIDER: Yeah.
19 THE COURT: So if she says --
20 MS. HANRATTY: We would -- we each get the agreed
21 upon share --
22 THE COURT: Right. So let's just say -- she's
23 buying -- okay, I'm going to be thinking out loud again, but
24 let's just say that she's buying -- she thinks he's entitled

1 to 30,000 --
2 MS. HANRATTY: Uh-huh.
3 THE COURT: -- and he thinks he's entitled to
4 40,000. She would pay him 30, and put 10 in the trust --
5 MS. HANRATTY: Yes.
6 THE COURT: -- and we would determine whether the 10
7 goes --
8 MR. SCHNEIDER: Yes.
9 MS. HANRATTY: Yes.
10 THE COURT: -- to him.
11 MS. HANRATTY: That sounds --
12 THE COURT: Okay. Makes total sense. Okay.
13 MS. HANRATTY: And I don't think we have a problem
14 with it going in trust?
15 THE COURT: So then that way --
16 MR. SCHNEIDER: No.
17 THE COURT: -- you don't slow the -- the -- that
18 down. Okay?
19 MS. HANRATTY: Great resolution.
20 THE COURT: If she's not going to buy him out in 60
21 days, then it needs to immediately just go for sale.
22 MS. HANRATTY: Uh-huh.
23 MR. SCHNEIDER: Correct.
24 MS. HANRATTY: And we will --

1 THE COURT: On that --

2 MS. HANRATTY: -- contact Scott Dugan immediately,
3 because we need the appraisal done very quickly.

4 THE COURT: Okay. So if by chance you know, let's
5 say in 50 days that it's not going to happen, she's decided, I
6 can't do it, it's not worth it, or whatever, then -- within --
7 before that 60-day time frame hits --

8 MS. HANRATTY: Uh-huh.

9 THE COURT: -- I want somebody to pick three names
10 for a Realtor and the other person to pick the one name, so
11 that you can get on it on that sixty-first day --

12 MR. SCHNEIDER: Yes.

13 MS. HANRATTY: We'll pick the three names, you pick
14 the person from the list.

15 THE COURT: Okay.

16 MR. SCHNEIDER: Sure. We'll talk.

17 THE COURT: Perfect.

18 MS. HANRATTY: Yeah.

19 THE COURT: Okay. So that way on the sixtieth day,
20 you can pull the trigger on the name, and they can call the
21 Realtor, and you want to get that house listed. I just want
22 to kind of set parameters --

23 MS. HANRATTY: Yeah.

24 THE COURT: -- within that next 10 days.

1 MS. HANRATTY: Yeah.
2 THE COURT: Okay?
3 MS. HANRATTY: Absolutely.
4 MR. SCHNEIDER: Yes.
5 THE COURT: So that way, you've got the cont --
6 everybody meets to get the contract signed and all that kind
7 of stuff, and the Realtor would make recommendations as to
8 what the price would be.
9 MR. SCHNEIDER: And, Your Honor, I don't want to --
10 again, I don't want to try and throw a wrench in this, either,
11 but just based on past experiences, I want the Court to order
12 whoever's in the home, that they cooperate with the sale of
13 the house --
14 THE COURT: Right.
15 MS. HANRATTY: Oh, absolutely.
16 MR. SCHNEIDER: -- and they let the Realtor in, and
17 --
18 THE COURT: Cooperate with the sale, the --
19 MS. HANRATTY: Keep it in sellable condition --
20 THE COURT: Make sure it looks in sellable
21 condition.
22 MR. SCHNEIDER: Yes.
23 MS. HANRATTY: -- and so on.
24 THE COURT: And you can include all that in your

1 order.

2 MS. HANRATTY: Uh-huh.

3 MR. SCHNEIDER: Thank you.

4 MS. HANRATTY: I think we're also agreeing to take
5 the arrears out of the -- we'll determine what the arrears are
6 and take them out of the sale.

7 MR. SCHNEIDER: There's a child support arrears,
8 Your Honor, and we're in agreement that the -- that Mom will
9 be paid that child support arrears out of the sale of the
10 house.

11 THE COURT: Okay.

12 MS. HANRATTY: Yeah.

13 THE COURT: Okay.

14 MS. HANRATTY: The -- we've agreed to use
15 Dr. Paglini as a custody evaluator.

16 THE COURT: Uh-huh.

17 MS. HANRATTY: My client will pay for Dr. Paglini.
18 Obviously, the Plaintiff will participate, and the children.
19 There will be psychologicals and everything at that time.
20 We'll come back. I'm assuming it's going to take Dr. Paglini
21 90 days to do this eval --

22 THE COURT: Probably.

23 MS. HANRATTY: -- is my thought. We'll have a
24 return date at that time, and the Court will make a decision

1 on whether there's enough to proceed to a modification of
2 custody trial.

3 THE COURT: I think -- and the way we talked about
4 this, I know we talked about this off the record, if the
5 recommendation from Dr. Paglini is there's no need to change
6 what's there, right?

7 MS. HANRATTY: Right.

8 THE COURT: That I think that the parties should
9 continue doing what they're doing, or some modified version
10 thereof that doesn't change -- upend everything, right?

11 MS. HANRATTY: Right.

12 THE COURT: Then I think everybody -- we've agreed
13 that that will just be what happens.

14 MS. HANRATTY: Yeah.

15 THE COURT: Then -- then if in fact, there is an
16 issue that is raised by Dr. Paglini and potential
17 recommendations that change things, then at that point,
18 parties can either stipulate or I am then -- I will then make
19 a determination to -- to proceed --

20 MS. HANRATTY: Okay.

21 THE COURT: -- on -- on a trial because then there
22 would be adequate cause.

23 MS. HANRATTY: Right.

24 THE COURT: So we're doing -- like, we're doing this

1 a little differently, but I think it makes the most sense --
2 MS. HANRATTY: Oh, it absolutely --
3 THE COURT: -- to keep them from having to --
4 MS. HANRATTY: -- it makes great sense --
5 THE COURT: -- litigate something that they may not
6 really have to litigate, and it gives them some closure and
7 some understanding, and some additional input, and all of
8 those things that will help them get to the end of this thing.
9 MS. HANRATTY: Can --
10 THE COURT: In the meantime, though, I want a
11 decree. I want a decree that has -- we already -- because
12 remember, we're doing -- we got to make sure we keep the --
13 the case clean, so we have -- if they -- they've reached a
14 deal on the financials, we need to put a decree in place.
15 MS. HANRATTY: Once we --
16 THE COURT: Make sense?
17 MS. HANRATTY: -- have the deal.
18 THE COURT: Yeah. Right.
19 MS. HANRATTY: Oh. Okay. I'm like, I'm not going
20 to do that right now.
21 THE COURT: Yeah, I know. Once we have a deal.
22 MS. HANRATTY: Right. Okay.
23 THE COURT: I want a decree. Once you know what
24 your deal is, put it in a decree, we can --

1 MS. HANRATTY: Absolutely.

2 THE COURT: -- finalize that, and then we're just

3 reopening --

4 MS. HANRATTY: Uh-huh.

5 THE COURT: -- on the custody issue with regard to

6 the eval, reopening only for purposes of the eval, and then

7 determining do we go forward?

8 MS. HANRATTY: Right.

9 THE COURT: Okay?

10 MS. HANRATTY: The only issue that may seem to be is

11 the medical, because she's supplying it. We can deal with all

12 those. If those issues do come back, because they're --

13 they're related to financials, if we -- I think we can settle

14 it all --

15 MR. SCHNEIDER: What do you mean, the medical?

16 MS. HANRATTY: He -- she's providing medical. We

17 just need him to pay half of it, or things like that.

18 MR. SCHNEIDER: That's easy.

19 MS. HANRATTY: We can all resolve that. If not,

20 we'll resolve it at the return hearing if there's any issues

21 that come up like that.

22 THE COURT: Okay.

23 MR. SCHNEIDER: I'm confident we can resolve it.

24 MS. HANRATTY: I agree with --

1 MR. SCHNEIDER: The only thing I want to add to
2 this, Your Honor, is that given the history of this case, I'm
3 reserving the right to ask for attorney's fees when it's over.
4 MS. HANRATTY: Absolutely.
5 THE COURT: Understood.
6 MR. SCHNEIDER: Thank you, Your Honor.
7 THE COURT: Yeah, and you have that right.
8 MS. HANRATTY: Yep.
9 THE COURT: Okay.
10 MR. SCHNEIDER: Your Honor, one --
11 THE COURT: Okay. So with that, I'll look for
12 orders from you all, and you're going to have to take care of
13 whatever other outside --
14 MS. HANRATTY: And she can -- Melissa can remove the
15 --
16 THE COURT: Yeah. She can -- you're going to take
17 that off the discovery (indiscernible).
18 MS. HANRATTY: Thank you.
19 THE COURT: And then you have the 30-day response
20 time? Is that what she said? Thirty days, to respond to the
21 outstanding requests?
22 MS. HANRATTY: Yeah. Thirty days to respond to the
23 discovery. We're going to need a 90-day return --
24 MR. SCHNEIDER: That's correct, Judge.