IN THE SUPREME COURT OF THE STATE OF NEVADA

Justin Maurice, Appellant, vs. Sarah Maurice, Respondent.	Supreme Court No. 83009 District Court Case No. D-14-506883-D

APPEAL

APPEAL FROM DECISION AND ORDER FROM 10/27/20 HEARING AND DECISION AND ORDER FROM 01/13/21 MOTION FOR CONSIDERATION HEARING

APPENDIX

VOL. 2

Bradley J. Hofland, Esq.
HOFLAND & TOMSHECK
228 S. 4th Street, First Floor
Las Vegas, Nevada 89101
702-895-6760
Attorney for Appellant

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ORDR

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

SARAH MAURICE,

Plaintiff,

v.

JUSTIN MAURICE,

Defendant.

CASE NO. D-14-506883-D
DEPT NO. Q

ORDER FROM HEARING

This matter came before the Court for a **Case Management Conference**, Plaintiff being present and represented by Rachel M. Jacobson, Esq., and Defendant being present in Proper Person. Good cause appearing therefor,

IT IS HEREBY ORDERED that the attached copy of the Minutes from the July 22, 2015 hearing is hereby incorporated herein and will become the Order of this case.

DATED this 27th day of July, 2015.

BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

BRYCE C. DUCKWORTH
DISTRICT JUDGE
FAMILY DIVISION, DEPT. Q
LAS VEGAS, NEVADA 89101

DISTRICT COURT
CLARK COUNTY, NEVADA

Divorce - Complaint **COURT MINUTES** July 22, 2015

D-14-506883-D Sarah Maurice, Plaintiff
vs.
Justin Maurice, Defendant.

July 22, 2015 **8:30 AM** **Case Management Conference**

HEARD BY: Duckworth, Bryce C. **COURTROOM:** Courtroom 01

COURT CLERK: Michael A. Padilla

PARTIES:
Emma Maurice, Subject Minor, not present
Justin Maurice, Defendant, Counter Claimant, present — Pro Se
Sarah Maurice, Plaintiff, Counter Defendant, present — Rachel Jacobson, Attorney, present
Savannah Maurice, Subject Minor, not present

JOURNAL ENTRIES

- Ms. Jacobson stated she did not receive Defendant's Financial Disclosure Form (FDF) until last night and stated that his FDF did not include all assets. Court noted it appears the only issue is financial. Ms. Jacobson requested the Court inform the Defendant that he must include the residence in his FDF. Defendant stated the residence is not community property. Court indicated that the house is a trial issue and if mortgage payments were made by the Plaintiff, then there would be a community property interest and the Court would need to know the value of the home. Court informed the parties that they are to understand that anything acquired during the marriage is community property (including bank accounts, retirement accounts, cash on hand, and any other assets). COURT ORDERED, as follows:

1. Matter set for a NON-JURY TRIAL on 9/28/15 at 1:30 PM. Each party shall have ninety (90) minutes to present their case which includes opening statements, examination time (direct and cross) and closing statements.

2. Pretrial memorandum to be exchanged and filed with courtesy copies delivered to chambers no later than 9/21/15.

3. Discovery shall close at the close of business on 9/21/15.

4. Parties are to exchange lists of witnesses no later than the close of business on 8/31/15 which is to include the name of the witness, address of the witness, telephone number and a brief description of what each witness shall have to offer. Any witness not identified in advance of the hearing who is presented at the hearing will not be permitted to testify at the hearing absent compelling circumstances. (The Court expects testimony from the parties.)

5. Parties are to exchange their proposed exhibits and they are to provide their proposed exhibits to the Court Clerk by the close of business on 9/21/15. Plaintiff's exhibits are to be marked numerically and Defendant's exhibits are to be marked alphabetically. Exhibits are not to be filed.

6. The Joint Preliminary Junction remains IN EFFECT and is recognized as an Order of this Court. There is to be no transfer or disposal of any assets.

7. There shall be no award of ATTORNEY'S FEES at this time.

The Court shall issue an Order based on the minutes.

INTERIM CONDITIONS:

FUTURE HEARINGS: September 28, 2015 1:30 PM Non-Jury Trial
Duckworth, Bryce C.
Courtroom 01

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

SARAH MAURICE, Plaintiff, v. JUSTIN MAURICE, Defendant.	)	CASE NO. D-14-506883-D DEPT NO. Q

NOTICE OF ENTRY OF ORDER FROM HEARING

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order From Hearing has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this **Notice of Entry of Order From Hearing** to be:

☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Rachel M. Jacobson, Esq.

☒ E-Served pursuant to NEFCR 9 on, or mailed postage prepaid, addressed to, the following litigants in Proper Person:

Justin Maurice
108 Westin Lane
Henderson, NV 89002

/s/ Kimberly Weiss
Kimberly Weiss
Judicial Executive Assistant
Department Q

RYCE C. DUCKWORTH
DISTRICT JUDGE
FAMILY DIVISION, DEPT. Q
LAS VEGAS, NEVADA 89101

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ORDR

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

SARAH MAURICE,

Plaintiff,

v.

JUSTIN MAURICE,

Defendant.

CASE NO. D-14-506883-D
DEPT NO. Q

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IT IS HEREBY ORDERED that the attached copy of the Minutes from the July 22, 2015 hearing is hereby incorporated herein and will become the Order of this case.

DATED this 27th day of July, 2015.

BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

BRYCE C. DUCKWORTH
DISTRICT JUDGE
FAMILY DIVISION, DEPT. Q
LAS VEGAS, NEVADA 89101

D-14-506883-D

DISTRICT COURT
CLARK COUNTY, NEVADA

Divorce - Complaint **COURT MINUTES** July 22, 2015

D-14-506883-D Sarah Maurice, Plaintiff
vs.
Justin Maurice, Defendant.

July 22, 2015 **8:30 AM** **Case Management Conference**

HEARD BY: Duckworth, Bryce C. **COURTROOM:** Courtroom 01

COURT CLERK: Michael A. Padilla

PARTIES:
Emma Maurice, Subject Minor, not present
Justin Maurice, Defendant, Counter Claimant, present — Pro Se
Sarah Maurice, Plaintiff, Counter Defendant, present — Rachel Jacobson, Attorney, present
Savannah Maurice, Subject Minor, not present

JOURNAL ENTRIES

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1. Matter set for a NON-JURY TRIAL on 9/28/15 at 1:30 PM. Each party shall have ninety (90) minutes to present their case which includes opening statements, examination time (direct and cross) and closing statements.

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The Court shall issue an Order based on the minutes.

INTERIM CONDITIONS:

FUTURE HEARINGS: September 28, 2015 1:30 PM Non-Jury Trial
Duckworth, Bryce C.
Courtroom 01

R. GISTER OF ACTIONS

CASE NO. D-14-506883-D

Sarah Maurice, Plaintiff vs. Justin Maurice, Defendant.

Case Type:	**Divorce - Complaint**
Subtype:	**Complaint Subject Minor(s)**
Date Filed:	**12/11/2014**
Location:	**Department Q**
Cross-Reference Case Number:	**D506883**
Supreme Court No.:	**83009**

PARTY INFORMATION

Defendant	**Maurice, Justin** 108 Westin LN Henderson, NV 89002	Male	**Lead Attorneys** **Bradley J. Hofland** *Retained* 702-895-6760(W)
Plaintiff	**Maurice, Sarah** 1596 Rusy Ridge LN Henderson, NV 89002	Female	**Rachel M. Jacobson** *Retained* 702-601-0770(W)

Subject Minor Maurice, Emma

Subject Minor Maurice, Savannah

EVENTS ORDERS OF THE COURT

09/28/2015 **Non-Jury Trial** (1:30 PM) (Judicial Officer Duckworth, Bryce C.)
Financial

Minutes
09/28/2015 1:30 PM
- Michael Padilla, Court Clerk, present. Prior to today's hearing Court staff had been informed a Stipulated Decree of Divorce is forthcoming. Therefore, COURT ORDERED, matter taken OFF CALENDAR.

Return to Register of Actions

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CLERK OF THE COURT

DECD

Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
Jacobson Law Office, Ltd.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

SARAH MAURICE, **PLAINTIFF,** **VS.** **JUSTIN MAURICE,** **DEFENDANT.**	Case No. **D-14-506883-D** Dept. No. **Q** **STIPULATED DECREE OF DIVORCE**

THIS MATTER was submitted to the Court for Summary Disposition of this Divorce, Plaintiff, SARAH MAURICE (hereinafter SARAH), represented by Rachel M. Jacobson, Esq., of Jacobson Law Office, Ltd., and Defendant, JUSTIN MAURICE (hereinafter JUSTIN), represented by in proper person, and the parties having reached a stipulated agreement resolving all issues related to this Divorce case including, but not limited to, the division of property and debt, and the agreements and order previously entered regarding custody and child support.

Sarah filed her *Complaint for Divorce* on December 11, 2014, and Justin was duly and regularly served with a copy of the *Summons, Joint Preliminary Injunction* and *Complaint for Divorce* on December 21, 2014 Justin filed his *Answer and Counterclaim for Divorce* on January 8, 2015.

Per stipulation of the parties and prior orders entered in this matter, the Court hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. This matter was submitted to the Court for entry of a *Decree of Divorce* and this Court has complete jurisdiction in the premises, both as to the subject matter and the parties under Chapter 125 of the Nevada Revised Statutes.

2. The parties were duly and legally married on May 5, 2012, in Las Vegas, Nevada and have been and still are husband and wife since that time.

3. Sarah and Justin are both actual bona fide residents of the County of Clark, State of Nevada, and both parties were actually domiciled herein for more than six (6) weeks immediately preceding the commencement of this action.

4. There are two minor children born the issue of this marriage, to wit: Savannah Maurice, born April 27, 2007; and Emma Maurice, born February 12, 2014.

5. All of the jurisdictional allegations contained in Sarah's *Complaint* are true as therein alleged and Sarah is entitled to a *Decree of Divorce* from Justin on the grounds set forth in her *Complaint*.

6. Justin, having filed his *Answer*, has waived the formal rendition of findings of fact and conclusions of law beyond those contained herein.

7. There are community assets and debts which have been determined and divided by the parties as more fully set forth herein.

8. The parties' tastes, natures, views, likes, and dislikes have become so widely separate and divergent that they are incompatible in marriage with no possibility of reconciliation.

9. The parties have stipulated to the following Decree of Divorce containing terms and provisions that are fair and equitable. It is acknowledged and agreed that, at the parties' instructions, Plaintiff's counsel, Jacobson Law Office, Ltd, has not undertaken any additional

and/or independent investigation as to the nature, extent, or valuation of the subject assets and obligations.

10. Accordingly, counsel of the Jacobson Law Office, Ltd. and all employees of same are held harmless from any liability relating to the valuation and division of community assets and debts.

11. It is further acknowledged that Sarah has not received any tax advice from her attorneys at Jacobson Law Office, Ltd. and that both parties have been specifically advised to seek the advice of a tax expert for any tax related questions they may have relating to the awards made herein.

12. The parties had already entered an agreement and the Court had already entered orders regarding child custody and support and same are incorporated herein for convenience. The parties have reached a settlement regarding the remaining issues and the following Decree of Divorce correctly recites their agreements as set forth below.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDICATED AND DECREED:

TERMINATION OF MARRIAGE

The bonds of matrimony existing between Sarah and Justin are hereby dissolved; Sarah is granted an absolute Decree of Divorce; and each of the parties is restored to the status of a single, unmarried person.

CHILD CUSTODY, SUPPORT, HEALTH INSURANCES AND TAXES

The parties shall share joint legal custody and Sarah is awarded primary physical custody of the parties' minor children, to wit: Savannah Maurice, born April 27, 2007; and Emma Maurice, born February 12, 2014.

Justin's visitation of the parties' minor children shall be every other weekend from Friday after school/daycare, or 3:00 p.m. if school is not in session, to Sunday at 6:00 p.m. with Justin providing all transportation for the visitation exchanges and returning the minor children to Sarah's home on alternating Sundays at 6:00 p.m. For clarification purposes, August 28, 2015 marks Justin's weekend and all weekends shall alternate from August 28, 2015 even if weekend visitations are not exercised.

The parties shall exercise the holiday schedule provided in **Exhibit 1** attached hereto and incorporated herein by reference.

Joint legal custody entails the following:

> The parties shall have access to medical and school records pertaining to their child and be permitted to independently consult with any and all professionals involved with the child.
>
> Each party shall be empowered to obtain emergency health care for the child without the consent of the other party while the child is in their care. Each party is to notify the other party as soon as reasonably possible of any illness requiring medical attention, or any emergency involving the child.
>
> Each party shall have access to information concerning school events and activities. Both parties may participate in all such activities for the child, including but not limited to open house, attendance at all school and religious activities and events, athletic events, school plays, graduation ceremonies, school carnivals, and any other events involving the child.
>
> Each party shall provide the other party the address and telephone of where the child resides while in their care, and each parent shall update the other ten (10) days prior to any change of address and/or telephone number(s).
>
> Each party agrees to communicate directly with each other regarding the needs and well-being of their child, and each parent further agrees not to use the child to communicate with the other parent regarding parental issues. The parents agree to use self-control and treat each other cordially, politely and respectfully while in front of the child and not to verbally or physically abuse one another, especially while in the presence of their child.
>
> Neither parent will disparage the other in the presence of the child; nor shall either parent make any comment that would demean the other parent in the

eyes of the child. Further, each parent agrees to instruct his/her family and friends that no disparaging remarks are to be made regarding the other parent in the presence of the parties' child. The parents will take all actions necessary to prevent such disparaging remarks and will report to one another should such disparaging remarks are made.

Each parent shall be entitled to reasonable telephone communication with the child. Each parent is restrained from unreasonably interfering with the child's right to privacy during such telephone conversations.

The Parties shall assert every reasonable effort to foster feelings of affection between themselves and the child recognizing that frequent and continuing association and communication of both parents with a child is in furtherance of the best interest and welfare of the child. In exercising joint custody, the parties shall equally share information, rights and responsibilities as parents relating to each child's educational training, extracurricular activities, medical needs and religious training.

The children's habitual state of residence is Nevada.

Beginning February 2015, Justin's child support obligation to Sarah was $1,260 per month due in two installments of $630 on the 10th and 20th of each month. Beginning May, 2015, Justin's child support obligation to Sarah is $1,200 per month. Justin shall continue his child support obligation of $1,200 per month as previously ordered by this Court. Justin shall pay to Sarah $1,200.00 per month as and for child support each month in two installments of $600 each due on the 10th and 20th of each month until the children reach eighteen years of age, or if still in high school at that time, then until the earliest of the children graduating from high school, or reaching nineteen years of age.

The parties shall equally divide any and all child care and schooling costs of the parties' minor children.

Justin shall maintain medical/health insurance for the minor children.

The parties will equally divide any unreimbursed medical expenses using the 30/30 rule. Any UNREIMBURSED MEDICAL, dental, optical, orthodontic or other health related expense

incurred for the benefit of the minor child will be divided equally between the parties. Either party incurring an out of pocket medical expense for the child will provide a copy of the paid invoice/receipt to the other party within thirty (30) days of incurring such expense, if not tendered within the thirty (30) day period, the Court may consider it as a waiver of reimbursement. The other party will then have thirty (30) days from receipt within which to dispute the expense in writing or reimburse the incurring party for one-half of the out of pocket expense, if not disputed or paid within the thirty (30) day period, the party may be subject to a finding of contempt and appropriate sanctions.

Sarah shall claim the minor children on her income taxes each and every year.

SPOUSAL SUPPORT

Neither party shall pay spousal support to the other.

PROPERTIES AND DEBTS

Sarah shall be awarded as her sole and separate property the following:

1. Any and all bank accounts in her name;
2. An equitable portion of the household furnishings agreed upon by the parties in writing, and subject to encumbrance thereon;
3. Sarah's 2010 Honda Odyssey, subject to encumbrance thereon;
4. 100% of Sarah's Wells Fargo 401k;
5. Parties' joint bank account (into which Justin has been depositing child support funds);
6. All of Sarah's personal effects, clothing, and jewelry.

Justin shall be awarded as his sole and separate property the following:

1. Marital residence, subject to any and all encumbrance thereon;

2. Any and all bank accounts in his name;

3. An equitable portion of the household furnishings agreed upon by the parties in writing, and subject to encumbrance thereon;

4. Justin's 2006 Dodge Ram, subject to any and all encumbrance thereon;

5. Justin's 2000 Kia Sephia, subject to any and all encumbrance thereon;

6. 2008 Weekend Warrior Trailer, subject to any and all encumbrance thereon;

7. 1990 Four Winns Liberator Boat, subject to any and all encumbrance thereon;

8. 100% of Justin's retirement account, subject to the encumbrance thereon;

9. All of his personal effects, clothing, and jewelry.

Sarah shall assume sole responsibility for, and fully indemnify and hold Justin harmless from and remove Justin's name from any and all encumbrance, the following debts:

1. Any and all debts related to the property awarded to Plaintiff in this Decree; and

2. Any and all debts incurred solely in her name not otherwise addressed herein.

Justin shall assume sole responsibility for, and fully indemnify and hold Sarah harmless from and remove Sarah's name from any and all encumbrance thereon within three (3) months of the date of entry of this Decree of Divorce, the following debts:

1. Any and all debts related to the property awarded to Defendant in this Decree; and

2. Any and all debts incurred in his name and not otherwise addressed herein.

That Justin shall pay to Sarah $35,000 (THIRTY FIVE THOUSAND U.S. DOLLARS) as and for property equalization. This amount is reduced to judgment. Justin shall pay to Sarah this amount in full no later than one year from the date of entry of this Decree of Divorce as follows: Justin shall pay to Sarah $5,000 no later than six (6) months following the entry of this Decree of Divorce and Justin shall pay to Sarah the remainder of this amount in full no later than twelve (12) months after the date of entry of this Decree of Divorce unless Justin sells the home or refinances same at which time the full amount shall be due to Sarah immediately upon sale or refinancing of the home.

That that each party shall pay his/her own attorney's fees.

Sarah shall have the option of resuming the use of her former name, to wit: Sarah Sarabia, and this Decree of Divorce shall authorize any governmental agency to recognize same.

MISCELLANEOUS

This Court shall maintain ongoing and exclusive jurisdiction herein.

That each party represents that each and every asset valued at $500.00 or more has been disclosed and distributed herein.

That in the event any property has been omitted from this Decree that would have been community property or otherwise jointly-held property under the law applicable as of the date hereof, the concealing or possessory party will transfer or convey to the other party, at the other party's election (a) the full market value of the other party's interest on the date of this Decree, plus statutory interest through and including the date of transfer or conveyance; (b) the full market value of the other party's interest at the time that party discovers that he or she has an interest in such property, plus statutory interest through and including the date of transfer or

conveyance; or (c) an amount of the omitted property equal to the other party's interest therein, if it is reasonably susceptible to division.

That if any claim, action or proceeding is brought seeking to hold the one of the parties hereto liable on account of any debt, obligation, liability, act or omission assumed by the other party, the responsible party will, at his or her sole expense, defend the innocent party against any such claim or demand and he or she will indemnify, defend and hold harmless the innocent party.

That each of the parties has represented to the other that he/she has made a full disclosure of all debts known to him/her.

That if any joint debt, obligation, liability, act or omission creating such liability has been omitted from this Decree and is subsequently discovered, either party may petition the court for an allocation of that debt, obligation, liability, or liability arising from such act or omission.

That the assets allocated to and/or received by either party herein are part of a comprehensive division of property made pursuant to the parties' decree of divorce and are not a taxable event.

That except as otherwise specified herein, any and all property acquired, income received or liabilities incurred by either of the parties hereto from and after the date of entry of this Decree will be the sole and separate property of one so acquiring the same, and each of the parties hereto respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same and holds harmless and agrees to indemnify the other party from any of the liabilities incurred.

That each party will execute any and all legal documents, certificates of title, bills of sale, deeds or other evidence of transfer necessary to effectuate this Decree within five (5) days of entry of this Decree. Should either party fail to execute any of said documents to transfer interest

to the other, then it is agreed that this Decree will constitute a full transfer interest of one to the other, as herein provided, and it is further agreed that pursuant to NRCP 70, the Clerk of the Court will be deemed to have hereby been appointed and empowered to sign, on behalf of the non-signing party, any of the said documents of transfer which have not been executed by the party otherwise responsible for such.

That the provisions in this Decree are fair and reasonable and the parties agree to be bound by all its terms. The parties further acknowledge that they did not receive tax advice from their respective attorneys and/or firms and the parties have been advised to seek the advice of a tax expert for any tax related questions they might have.

NOTICES

The parties are on notice of and subject to the following statutory notices:

The children's home state is the State of Nevada.

1. The parties are subject to the provisions of NRS 125C.200 and NRS 200.359 which provide:

> If custody has been established and the custodial parent intends to move his residence to a place outside of this state and to take the child with him, he must, as soon as possible and before the planned move, attempt to obtain the written consent of the noncustodial parent to move the child from this state. If the noncustodial parent refuses to give that consent, the custodial parent shall, before he leaves this state with the child, petition the court for permission to move the child. The failure of a parent to comply with the provisions of this section may be considered as a factor if a change of custody is requested by the noncustodial parent. This provision does not apply to vacations outside the State of Nevada planned by either party.

1. The parties are subject to the provisions of NRS 125.510(6) which:

> **PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.** NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to

the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

2. The parties are subject to the provisions of NRS 200.359 which provide that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of any order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

3. Pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country. For the purposes of applying the terms of the Hague Convention, the State of Nevada, United States of America, is the habitual residence of the minor children.

4. Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act, NRS 125A.005 et seq., the courts of Nevada have exclusive modification jurisdiction of the custody, visitation and child support terms to the child at issue in this case so long as either of the parties, or the child, continue to reside in this jurisdiction.

The following statutory notices relating to the support of minor children are also applicable to the parties herein:

1. Pursuant to NRS 125B.095, if an installment of an obligation to pay support for a child becomes delinquent in the amount owed for one month's support, a 10% per annum penalty must be added to the delinquent amount.

2. Pursuant to NRS 125B.140, if an installment of an obligation to pay support for a

child becomes delinquent, the court shall determine interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due. Interest shall continue to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

3. Pursuant to NRS 125B.145, the parties, and each of them, are hereby placed on notice that the foregoing order for support will be reviewed by the court at least every three (3) years to determine whether the order should be modified. The review will be conducted upon the filing of a request by a (1) parent or legal guardian of the child; or (2) the Nevada State Welfare Division or the District Attorney's Office, if the Division of the District attorney has jurisdiction over the case.

4. Pursuant to NRS 125.450(2), the wages and commissions for the parent responsible for paying support shall be subject to assignment or withholding for the purpose of payment of the foregoing obligation of support as porovided in NRS 31A.029 through 31A.240, inclusive, should he become thirty (30) days delinquent in his child support payments.

NOTICE IS HEREBY GIVEN under Circular 230 Disclosure as follows: To ensure compliance with recently-enacted U.S. Treasury Department Regulations, the parties are advised that, unless otherwise expressly indicated, any federal tax advice that may be in this Decree of Divorce, or which otherwise may pertain to this Decree and/or any issue that may be incident to the parties' divorce or their marriage to each other, including any documents attached to this Decree, is not intended or written to be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be imposed by the federal government for promoting, marketing or recommending to another party any tax-related matters that may be addressed in this Decree or otherwise.

NOTICE IS FURTHER GIVEN that both parties are required to provide their social security numbers on a separate form to the court and to the Welfare Division of the Department of Human Resources within ten (10) days from the date this Decree is filed pursuant to NRS 125.130. Such information will be maintained by the clerk in a confidential manner and not part of the public record.

DATED: SEP 30 2015

DISTRICT COURT JUDGE

Approved as to form and content:

Sarah Maurice, *Plaintiff*

Dated: 9/24/2015

Approved as to form and content:

Justin Maurice, *Defendant in Proper Person*

Dated: 9-21-15

JILL A. LAWRENCE
Notary Public, State of Nevada
Appointment No. 03-85137-1
My Appt. Expires Dec 1, 2015

Notary

Respectfully submitted by:
JACOBSON LAW OFFICE, LTD.

Rachel M. Jacobson, Esq.
Nevada Bar No.: 007827
64 North Pecos Road, Ste. 200
Henderson, NV 89074
Telephone: (702) 601-0770
Attorney for Plaintiff

EXHIBIT 1

Holiday and Vacation Plan

Holidays/Special Occasions take precedence over residential time and Vacation time. Unless otherwise ordered, reference to a "school" schedule for the purpose of defining a Holiday or Special Occasion shall be defined by the Clark County, Nevada School District Schedule. (See www.ccsd.net). The parent exercising holiday/vacation/special occasion is responsible for all costs associated with childcare and transportation.

THREE DAY HOLIDAYS Holiday visitation begins when school gets out on the day preceding the holiday weekend (or 3pm if the children are not in school) and continues until 6pm on the night before children are scheduled to resume school.	Odd Year	Even Year
Martin Luther King Day	Dad	Mom
President's Day	Mom	Dad
Memorial Day	Mom	Dad
Labor Day	Dad	Mom
Nevada Admission Day	Dad	Mom

EXTENDED HOLIDAYS	Odd Year	Even Year
Thanksgiving: The holiday visitation shall begin when school gets out on the Wednesday preceding Thanksgiving (or 3pm if the children are not in school) and continue until 6pm the night before school is scheduled to resume.	Mom	Dad
Christmas/Winter Break: Winter break shall be divided between the parents, with the first block of time commencing when the children get out of school to begin the Winter Break (or 3pm if the children are not in school), and continue until December 26th at 10am. The second block of time shall commence on December 26th at 10am and continue until 6pm the night before school is scheduled to resume.		
First Block	Dad	Mom
Second Block	Mom	Dad
Easter/Spring Break: The holiday visitation shall begin when school gets out on the last day of school (or 3pm if the children are not in school) and continue until 6pm the night before school is scheduled to resume.	Dad	Mom

Special Occasions Special Occasions begin at 9am on the individual day and continue until 6pm on the same day.	Odd Year	Even Year
Mother's Day	Mom	Mom
Father's Day	Dad	Dad
Children's Birthdays		
Savannah	Mom	Dad
Emma	Dad	Mom
Mother's Birthday	Mom	Mom
Father's Birthday	Dad	Dad
4th of July	Mom	Dad
Halloween	Dad	Mom
Veteran's Day	Mom	Dad

Summer/Track Break Vacations
Each parent shall be entitled to one (1) vacation each year with the children for a period not to exceed two (2) consecutive weeks (unless otherwise agreed to in writing). Each parent shall designate his/her respective vacation plans no later than 30 days in advance. The dates shall be conveyed to the other party in writing no later than 30 days in advance and travel itinerary exchanged if requested by the other parent. If there is a conflict in dates, the parent who designates the vacation first will prevail as to the vacation time. Neither party shall schedule vacation time during the other party's holiday time or during time the children are scheduled to be in school.

JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
Telephone: 702/601-0770
Facsimile: 702/990-6445
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

SARAH MAURICE,

PLAINTIFF,

VS.

JUSTIN MAURICE,

DEFENDANT.

Case No. **D-14-506883-D**
Dept. No. **Q**

NOTICE OF ENTRY OF STIPULATED DECREE OF DIVORCE

PLEASE TAKE NOTICE that a STIPULATED DECREE OF DIVORCE, attached hereto, was duly entered in the above-referenced case on the 30th day of September, 2015.

DATED this 2nd day of October, 2015.

Respectfully Submitted by:
JACOBSON LAW OFFICE, LTD

RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

Pursuant to NRCP 5(b), I hereby certify that I am an employee of JACOBSON LAW OFFICE, LTD., and that on this 2nd day of October, 2015, I caused the above and foregoing document entitled *NOTICE OF ENTRY OF STIPULATED DECREE OF DIVORCE* to be served as follows:

☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope upon which first class mail postage was prepaid in Henderson, Nevada;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via facsimile;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested.

To the party(s) listed below at the address, email address, and/or facsimile number indicated below:

Justin Maurice
108 Westin Lane
Henderson, Nevada 89002
jss0407@hotmail.com

Paul Bejtlich

An employee of JACOBSON LAW OFFICE, LTD.

CLERK OF THE COURT

Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
Jacobson Law Office, Ltd.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

SARAH MAURICE, PLAINTIFF, VS. JUSTIN MAURICE, DEFENDANT.	Case No. D-14-506883-D Dept. No. Q

STIPULATED DECREE OF DIVORCE

THIS MATTER was submitted to the Court for Summary Disposition of this Divorce, Plaintiff, SARAH MAURICE (hereinafter SARAH), represented by Rachel M. Jacobson, Esq., of Jacobson Law Office, Ltd., and Defendant, JUSTIN MAURICE (hereinafter JUSTIN), represented by in proper person, and the parties having reached a stipulated agreement resolving all issues related to this Divorce case including, but not limited to, the division of property and debt, and the agreements and order previously entered regarding custody and child support.

Sarah filed her *Complaint for Divorce* on December 11, 2014, and Justin was duly and regularly served with a copy of the *Summons*, *Joint Preliminary Injunction* and *Complaint for Divorce* on December 21, 2014 Justin filed his *Answer and Counterclaim for Divorce* on January 8, 2015.

Per stipulation of the parties and prior orders entered in this matter, the Court hereby finds and orders as follows:

THE COURT HEREBY FINDS:

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☒ Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☐ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

RECEIVED
SEP 28 2015
FAMILY COURT
DEPARTMENT Q

Court has complete jurisdiction in the premises, both as to the subject matter and the parties under Chapter 125 of the Nevada Revised Statutes.

2. The parties were duly and legally married on May 5, 2012, in Las Vegas, Nevada and have been and still are husband and wife since that time.

3. Sarah and Justin are both actual bona fide residents of the County of Clark, State of Nevada, and both parties were actually domiciled herein for more than six (6) weeks immediately preceding the commencement of this action.

4. There are two minor children born the issue of this marriage, to wit: Savannah Maurice, born April 27, 2007; and Emma Maurice, born February 12, 2014.

5. All of the jurisdictional allegations contained in Sarah's *Complaint* are true as therein alleged and Sarah is entitled to a *Decree of Divorce* from Justin on the grounds set forth in her *Complaint*.

6. Justin, having filed his *Answer*, has waived the formal rendition of findings of fact and conclusions of law beyond those contained herein.

7. There are community assets and debts which have been determined and divided by the parties as more fully set forth herein.

8. The parties' tastes, natures, views, likes, and dislikes have become so widely separate and divergent that they are incompatible in marriage with no possibility of reconciliation.

9. The parties have stipulated to the following Decree of Divorce containing terms and provisions that are fair and equitable. It is acknowledged and agreed that, at the parties' instructions, Plaintiff's counsel, Jacobson Law Office, Ltd, has not undertaken any additional

obligations.

10. Accordingly, counsel of the Jacobson Law Office, Ltd. and all employees of same are held harmless from any liability relating to the valuation and division of community assets and debts.

11. It is further acknowledged that Sarah has not received any tax advice from her attorneys at Jacobson Law Office, Ltd. and that both parties have been specifically advised to seek the advice of a tax expert for any tax related questions they may have relating to the awards made herein.

12. The parties had already entered an agreement and the Court had already entered orders regarding child custody and support and same are incorporated herein for convenience. The parties have reached a settlement regarding the remaining issues and the following Decree of Divorce correctly recites their agreements as set forth below.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDICATED AND DECREED:

TERMINATION OF MARRIAGE

The bonds of matrimony existing between Sarah and Justin are hereby dissolved; Sarah is granted an absolute Decree of Divorce; and each of the parties is restored to the status of a single, unmarried person.

CHILD CUSTODY, SUPPORT, HEALTH INSURANCES AND TAXES

The parties shall share joint legal custody and Sarah is awarded primary physical custody of the parties' minor children, to wit: Savannah Maurice, born April 27, 2007; and Emma Maurice, born February 12, 2014.

after school/daycare, or 3:00 p.m. if school is not in session, to Sunday at 6:00 p.m. with Justin providing all transportation for the visitation exchanges and returning the minor children to Sarah's home on alternating Sundays at 6:00 p.m. For clarification purposes, August 28, 2015 marks Justin's weekend and all weekends shall alternate from August 28, 2015 even if weekend visitations are not exercised.

The parties shall exercise the holiday schedule provided in **Exhibit 1** attached hereto and incorporated herein by reference.

Joint legal custody entails the following:

> The parties shall have access to medical and school records pertaining to their child and be permitted to independently consult with any and all professionals involved with the child.
>
> Each party shall be empowered to obtain emergency health care for the child without the consent of the other party while the child is in their care. Each party is to notify the other party as soon as reasonably possible of any illness requiring medical attention, or any emergency involving the child.
>
> Each party shall have access to information concerning school events and activities. Both parties may participate in all such activities for the child, including but not limited to open house, attendance at all school and religious activities and events, athletic events, school plays, graduation ceremonies, school carnivals, and any other events involving the child.
>
> Each party shall provide the other party the address and telephone of where the child resides while in their care, and each parent shall update the other ten (10) days prior to any change of address and/or telephone number(s).
>
> Each party agrees to communicate directly with each other regarding the needs and well-being of their child, and each parent further agrees not to use the child to communicate with the other parent regarding parental issues. The parents agree to use self-control and treat each other cordially, politely and respectfully while in front of the child and not to verbally or physically abuse one another, especially while in the presence of their child.
>
> Neither parent will disparage the other in the presence of the child; nor shall either parent make any comment that would demean the other parent in the

friends that no disparaging remarks are to be made regarding the other parent in the presence of the parties' child. The parents will take all actions necessary to prevent such disparaging remarks and will report to one another should such disparaging remarks are made.

Each parent shall be entitled to reasonable telephone communication with the child. Each parent is restrained from unreasonably interfering with the child's right to privacy during such telephone conversations.

The Parties shall assert every reasonable effort to foster feelings of affection between themselves and the child recognizing that frequent and continuing association and communication of both parents with a child is in furtherance of the best interest and welfare of the child. In exercising joint custody, the parties shall equally share information, rights and responsibilities as parents relating to each child's educational training, extracurricular activities, medical needs and religious training.

The children's habitual state of residence is Nevada.

Beginning February 2015, Justin's child support obligation to Sarah was $1,260 per month due in two installments of $630 on the 10th and 20th of each month. Beginning May, 2015, Justin's child support obligation to Sarah is $1,200 per month. Justin shall continue his child support obligation of $1,200 per month as previously ordered by this Court. Justin shall pay to Sarah $1,200.00 per month as and for child support each month in two installments of $600 each due on the 10th and 20th of each month until the children reach eighteen years of age, or if still in high school at that time, then until the earliest of the children graduating from high school, or reaching nineteen years of age.

The parties shall equally divide any and all child care and schooling costs of the parties' minor children.

Justin shall maintain medical/health insurance for the minor children.

The parties will equally divide any unreimbursed medical expenses using the 30/30 rule. Any UNREIMBURSED MEDICAL, dental, optical, orthodontic or other health related expense

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

Sarah shall claim the minor children on her income taxes each and every year.

SPOUSAL SUPPORT

Neither party shall pay spousal support to the other.

PROPERTIES AND DEBTS

Sarah shall be awarded as her sole and separate property the following:

1. Any and all bank accounts in her name;
2. An equitable portion of the household furnishings agreed upon by the parties in writing, and subject to encumbrance thereon;
3. Sarah's 2010 Honda Odyssey, subject to encumbrance thereon;
4. 100% of Sarah's Wells Fargo 401k;
5. Parties' joint bank account (into which Justin has been depositing child support funds);
6. All of Sarah's personal effects, clothing, and jewelry.

Justin shall be awarded as his sole and separate property the following:

2. Any and all bank accounts in his name;

3. An equitable portion of the household furnishings agreed upon by the parties in writing, and subject to encumbrance thereon;

4. Justin's 2006 Dodge Ram, subject to any and all encumbrance thereon;

5. Justin's 2000 Kia Sephia, subject to any and all encumbrance thereon;

6. 2008 Weekend Warrior Trailer, subject to any and all encumbrance thereon;

7. 1990 Four Winns Liberator Boat, subject to any and all encumbrance thereon;

8. 100% of Justin's retirement account, subject to the encumbrance thereon;

9. All of his personal effects, clothing, and jewelry.

Sarah shall assume sole responsibility for, and fully indemnify and hold Justin harmless from and remove Justin's name from any and all encumbrance, the following debts:

1. Any and all debts related to the property awarded to Plaintiff in this Decree; and

2. Any and all debts incurred solely in her name not otherwise addressed herein.

Justin shall assume sole responsibility for, and fully indemnify and hold Sarah harmless from and remove Sarah's name from any and all encumbrance thereon within three (3) months of the date of entry of this Decree of Divorce, the following debts:

1. Any and all debts related to the property awarded to Defendant in this Decree; and

2. Any and all debts incurred in his name and not otherwise addressed herein.

as and for property equalization. This amount is reduced to judgment. Justin shall pay to Sarah this amount in full no later than one year from the date of entry of this Decree of Divorce as follows: Justin shall pay to Sarah $5,000 no later than six (6) months following the entry of this Decree of Divorce and Justin shall pay to Sarah the remainder of this amount in full no later than twelve (12) months after the date of entry of this Decree of Divorce unless Justin sells the home or refinances same at which time the full amount shall be due to Sarah immediately upon sale or refinancing of the home.

That that each party shall pay his/her own attorney's fees.

Sarah shall have the option of resuming the use of her former name, to wit: Sarah Sarabia, and this Decree of Divorce shall authorize any governmental agency to recognize same.

MISCELLANEOUS

This Court shall maintain ongoing and exclusive jurisdiction herein.

That each party represents that each and every asset valued at $500.00 or more has been disclosed and distributed herein.

That in the event any property has been omitted from this Decree that would have been community property or otherwise jointly-held property under the law applicable as of the date hereof, the concealing or possessory party will transfer or convey to the other party, at the other party's election (a) the full market value of the other party's interest on the date of this Decree, plus statutory interest through and including the date of transfer or conveyance; (b) the full market value of the other party's interest at the time that party discovers that he or she has an interest in such property, plus statutory interest through and including the date of transfer or

it is reasonably susceptible to division.

That if any claim, action or proceeding is brought seeking to hold the one of the parties hereto liable on account of any debt, obligation, liability, act or omission assumed by the other party, the responsible party will, at his or her sole expense, defend the innocent party against any such claim or demand and he or she will indemnify, defend and hold harmless the innocent party.

That each of the parties has represented to the other that he/she has made a full disclosure of all debts known to him/her.

That if any joint debt, obligation, liability, act or omission creating such liability has been omitted from this Decree and is subsequently discovered, either party may petition the court for an allocation of that debt, obligation, liability, or liability arising from such act or omission.

That the assets allocated to and/or received by either party herein are part of a comprehensive division of property made pursuant to the parties' decree of divorce and are not a taxable event.

That except as otherwise specified herein, any and all property acquired, income received or liabilities incurred by either of the parties hereto from and after the date of entry of this Decree will be the sole and separate property of one so acquiring the same, and each of the parties hereto respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same and holds harmless and agrees to indemnify the other party from any of the liabilities incurred.

That each party will execute any and all legal documents, certificates of title, bills of sale, deeds or other evidence of transfer necessary to effectuate this Decree within five (5) days of entry of this Decree. Should either party fail to execute any of said documents to transfer interest

other, as herein provided, and it is further agreed that pursuant to NRCP 70, the Clerk of the Court will be deemed to have hereby been appointed and empowered to sign, on behalf of the non-signing party, any of the said documents of transfer which have not been executed by the party otherwise responsible for such.

That the provisions in this Decree are fair and reasonable and the parties agree to be bound by all its terms. The parties further acknowledge that they did not receive tax advice from their respective attorneys and/or firms and the parties have been advised to seek the advice of a tax expert for any tax related questions they might have.

NOTICES

The parties are on notice of and subject to the following statutory notices:

The children's home state is the State of Nevada.

1. The parties are subject to the provisions of NRS 125C.200 and NRS 200.359 which provide:

> If custody has been established and the custodial parent intends to move his residence to a place outside of this state and to take the child with him, he must, as soon as possible and before the planned move, attempt to obtain the written consent of the noncustodial parent to move the child from this state. If the noncustodial parent refuses to give that consent, the custodial parent shall, before he leaves this state with the child, petition the court for permission to move the child. The failure of a parent to comply with the provisions of this section may be considered as a factor if a change of custody is requested by the noncustodial parent. This provision does not apply to vacations outside the State of Nevada planned by either party.

1. The parties are subject to the provisions of NRS 125.510(6) which:

> **PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.** NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to

guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

2. The parties are subject to the provisions of NRS 200.359 which provide that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of any order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

3. Pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country. For the purposes of applying the terms of the Hague Convention, the State of Nevada, United States of America, is the habitual residence of the minor children.

4. Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act, NRS 125A.005 et seq., the courts of Nevada have exclusive modification jurisdiction of the custody, visitation and child support terms to the child at issue in this case so long as either of the parties, or the child, continue to reside in this jurisdiction.

The following statutory notices relating to the support of minor children are also applicable to the parties herein:

1. Pursuant to NRS 125B.095, if an installment of an obligation to pay support for a child becomes delinquent in the amount owed for one month's support, a 10% per annum penalty must be added to the delinquent amount.

2. Pursuant to NRS 125B.140, if an installment of an obligation to pay support for a

established pursuant to NRS 99.040, from the time each amount became due. Interest shall continue to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

3. Pursuant to NRS 125B.145, the parties, and each of them, are hereby placed on notice that the foregoing order for support will be reviewed by the court at least every three (3) years to determine whether the order should be modified. The review will be conducted upon the filing of a request by a (1) parent or legal guardian of the child; or (2) the Nevada State Welfare Division or the District Attorney's Office, if the Division of the District attorney has jurisdiction over the case.

4. Pursuant to NRS 125.450(2), the wages and commissions for the parent responsible for paying support shall be subject to assignment or withholding for the purpose of payment of the foregoing obligation of support as porovided in NRS 31A.029 through 31A.240, inclusive, should he become thirty (30) days delinquent in his child support payments.

NOTICE IS HEREBY GIVEN under Circular 230 Disclosure as follows: To ensure compliance with recently-enacted U.S. Treasury Department Regulations, the parties are advised that, unless otherwise expressly indicated, any federal tax advice that may be in this Decree of Divorce, or which otherwise may pertain to this Decree and/or any issue that may be incident to the parties' divorce or their marriage to each other, including any documents attached to this Decree, is not intended or written to be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be imposed by the federal government for promoting, marketing or recommending to another party any tax-related matters that may be addressed in this Decree or otherwise.

security numbers on a separate form to the court and to the Welfare Division of the Department of Human Resources within ten (10) days from the date this Decree is filed pursuant to NRS 125.130. Such information will be maintained by the clerk in a confidential manner and not part of the public record.

DATED: SEP 30 2015

DISTRICT COURT JUDGE

Approved as to form and content:

Sarah Maurice, *Plaintiff*

Dated: 9/24/2015

Approved as to form and content:

Justin Maurice, *Defendant in Proper Person*

Dated: 9-21-15

JILL A. LAWRENCE
Notary Public, State of Nevada
Appointment No. 03-85137-1
My Appt. Expires Dec 1, 2015

Notary

Respectfully submitted by:
JACOBSON LAW OFFICE, LTD.

Rachel M. Jacobson, Esq.
Nevada Bar No.: 007827
64 North Pecos Road, Ste. 200
Henderson, NV 89074
Telephone: (702) 601-0770
Attorney for Plaintiff

EXHIBIT 1

be defined by the Clark County, Nevada School District Schedule. (See www.ccsd.net). The parent exercising holiday/vacation/special occasion is responsible for all costs associated with childcare and transportation.

THREE DAY HOLIDAYS Holiday visitation begins when school gets out on the day preceding the holiday weekend (or 3pm if the children are not in school) and continues until 6pm on the night before children are scheduled to resume school.	Odd Year	Even Year
Martin Luther King Day	Dad	Mom
President's Day	Mom	Dad
Memorial Day	Mom	Dad
Labor Day	Dad	Mom
Nevada Admission Day	Dad	Mom

EXTENDED HOLIDAYS	Odd Year	Even Year
Thanksgiving: The holiday visitation shall begin when school gets out on the Wednesday preceding Thanksgiving (or 3pm if the children are not in school) and continue until 6pm the night before school is scheduled to resume.	Mom	Dad
Christmas/Winter Break: Winter break shall be divided between the parents, with the first block of time commencing when the children get out of school to begin the Winter Break (or 3pm if the children are not in school), and continue until December 26th at 10am. The second block of time shall commence on December 26th at 10am and continue until 6pm the night before school is scheduled to resume.		
First Block	Dad	Mom
Second Block	Mom	Dad
Easter/Spring Break: The holiday visitation shall begin when school gets out on the last day of school (or 3pm if the children are not in school) and continue until 6pm the night before school is scheduled to resume.	Dad	Mom

continue until 6pm on the same day.	Odd Year	Even Year
Mother's Day	Mom	Mom
Father's Day	Dad	Dad
Children's Birthdays		
Savannah	Mom	Dad
Emma	Dad	Mom
Mother's Birthday	Mom	Mom
Father's Birthday	Dad	Dad
4th of July	Mom	Dad
Halloween	Dad	Mom
Veteran's Day	Mom	Dad

Summer/Track Break Vacations
Each parent shall be entitled to one (1) vacation each year with the children for a period not to exceed two (2) consecutive weeks (unless otherwise agreed to in writing). Each parent shall designate his/her respective vacation plans no later than 30 days in advance. The dates shall be conveyed to the other party in writing no later than 30 days in advance and travel itinerary exchanged if requested by the other parent. If there is a conflict in dates, the parent who designates the vacation first will prevail as to the vacation time. Neither party shall schedule vacation time during the other party's holiday time or during time the children are scheduled to be in school.

Electronically Filed
12/18/2015
CLERK OF THE COURT

MOT
Name: Justin Maurice
Address: 108 Westin Lane
Henderson NV 89002
Telephone: 702-664-9033
Email Address: justinpmaurice@gmail.com
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

Justin Maurice
Plaintiff,
vs.
Sarah Maurice
Defendant.

CASE NO.: D14-506883-D
DEPT: Q

DATE OF HEARING: 1/20/2016
TIME OF HEARING: 10:00 A.M.

Oral Argument Requested: ☒ Yes ☐ No

MOTION AND NOTICE OF MOTION FOR ORDERS TO MODIFY CHILD SUPPORT AND/OR SPOUSAL SUPPORT

TO: Name of Opposing Party and Party's Attorney, if any, Rachel M. Jacobson, Esq.

PLEASE TAKE NOTICE that a hearing on this motion will be held on the date and time above before the Eighth Judicial District Court - Family Division located at: (☒ *check one*)

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.
- ☐ The Child Support Center of Southern Nevada, 1900 E. Flamingo Rd #100, LV NV 89119.

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 10 DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN 10 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

Submitted By: Justin Maurice
(☒ *check one*) ☑ Plaintiff / ☐ Defendant In Proper Person

* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

MOTION

(*Your name*) Justin Maurice, in Proper Person, moves this Court for an Order modifying child support and/or spousal support.

POINTS AND AUTHORITIES
LEGAL ARGUMENT

(☒ *you must check and comply with the box below*)

☑ I understand that I must file my Financial Disclosure Form to support my request to modify child support and/or spousal support, and that failure to file my Financial Disclosure Form may result in my request being denied.

A child support order must be reviewed by the court every three years upon request of a parent or guardian. A child support order may be reviewed at any time on the basis of changed circumstances. A change in 20% or more in the gross monthly income of a person subject to a child support order shall be deemed changed circumstances. NRS 125B.145. Any inaccuracy or falsification of financial information which results in an inappropriate award of child support is also grounds to modify child support. NRS 125B.080.

An order for alimony may be modified on the basis of changed circumstances. A change in 20% or more in the gross monthly income of a person ordered to pay alimony shall be deemed changed circumstances. In addition to any other factors the court finds relevant, the court shall consider whether the income of the spouse ordered to pay alimony, as indicated on the spouse's federal tax return from the previous year, has been reduced to such a level that the spouse is financially unable to pay the amount ordered. NRS 125.150.

FACTS AND ARGUMENT

A. Request to Modify Child Support

☐ Not Applicable (☒ *check if not applicable and go to Section B*)

1. **Current Child Support Order.**
   (*Name of party*) Justin Maurice currently pays (*amount*) $1,200 per month in child support for (*number*) 2 minor children. I want this order modified.

2. **Current Physical Custody Order.**

Child's Name:	Date of Birth	Current Physical Custody Order:
Savannah	04/27/2007	❑ Joint physical custody ❑ I have Primary/Sole physical custody ☑ Other parent has Primary/Sole physical custody
Emma	02/12/2014	❑ Joint physical custody ❑ I have Primary/Sole physical custody ☑ Other parent has Primary/Sole physical custody
		❑ Joint physical custody ❑ I have Primary/Sole physical custody ❑ Other parent has Primary/Sole physical custody
		❑ Joint physical custody ❑ I have Primary/Sole physical custody ❑ Other parent has Primary/Sole physical custody

3. **Public Assistance.** (☒ *check one*)

☑ I have never received Temporary Assistance for Needy Families (TANF).

❑ I am now or have received Temporary Assistance for Needy Families (TANF) in the past.

4. **Parties' Income.**

My gross monthly income is (*insert amount*): $3,400 / OR ❑ unknown.

The other parent's gross monthly income is (*insert amount*): $_____ / OR ☑ unknown.

5. **Reason for Modification.** I want child support modified because: (☒ *check all that apply*)

☑ The gross monthly income of the person paying child support has changed by more than 20% since the last child support order was entered.

❑ It has been more than three years since child support was last reviewed.

❑ The following child(ren) has/have emancipated (*write name(s)*):

_____

❑ The current child support order was set based on inaccurate or false information. (*give the reason you believe child support was set inaccurately*) _____

_____

_____

_____

❑ The parties are not following the custodial schedule on which child support was based:

(*explain the custodial schedule you have been following*): _____

_____

_____

It is in the children's best interest to modify child support because (*tell the judge why it is in the children's best interest to change child support*): _____

_____

_____

_____

_____

_____

_____

6. **Amount Requested.** (☒ *check one*)

☑ Child support should be modified so that (*name of person who should pay child support*) Justin Maurice pays (*amount*) $680 per month in child support.

❑ Child support should be set at the statutory minimum of $100 per month, per child;

❑ I'm not sure how much child support should be paid. The judge should set child support.

❑ Other (*explain how you came up with the amount of child support*): _____

_____

_____

B. Request to Modify Spousal Support

☑ Not Applicable (☒ *check if not applicable and sign the bottom of page 5*)

7. **Current Spousal Support Order.**

(*Name of party paying spousal support*) _____ currently pays (*amount*) $_____ per month in spousal support. I want this order modified.

8. **Parties' Income.**

My gross monthly income is (*insert amount*): $_____ / OR ❑ unknown.

The other party's gross monthly income is (*insert amount*): $_____ / OR ❑ unknown.

9. **Modification.** Spousal support should be modified because: (☒ *check all that apply*)
   - ❑ The gross monthly income of the person paying spousal support has changed by more than 20% since the last spousal support order was entered.
   - ❑ I am required to pay spousal support, but my income has been reduced to such a level that I am financially unable to pay the amount of spousal support ordered. I will submit my federal tax return for the last year for the Court's review.
   - ❑ The person receiving spousal support has remarried.
   - ❑ The person receiving spousal support is now deceased.
   - ❑ Other: _____

     _____

     _____

10. **Amount Requested.**
    Spousal support should be modified so that (*name of person who should pay spousal support*) _____ pays (*amount*) $_____ per month in spousal support.

C. Other Relief

11. In addition to the relief requested above, I would like the Court to also order the following: (*Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.*) _____

    _____

    _____

    _____

    _____

I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED December 16, 2015.

Submitted By: (*your signature*) _____

(*print your name*) Justin Maurice

DECLARATION IN SUPPORT OF MOTION TO MODIFY CHILD SUPPORT AND/OR SPOUSAL SUPPORT

I declare, under penalty of perjury:

1. That I have personal knowledge of the facts contained in this Motion and in this Declaration and I am competent to testify to the same.
2. That the statements in this Motion and Declaration are true and correct to the best of my knowledge.
3. Additional facts to support my requests include: I was unemployed and now i am currently working for a different company.

4. I have attached the following Exhibit(s) to the Motion to support my requests: (*Describe exhibit or write N/A on any blank lines.*)
   a. Employee Separation Report
   b
   c.
   d.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED December 16, 2015.

Submitted By: (*your signature*) _____

(*print your name*) Justin Maurice

EXHIBIT A

YESCO

Employee Separation Report

Notify Corporate IT prior to separation of anyone with computer network access.

Employee Name Justin Maurice Employee Number 40310 Division Las Vegas

Mailing Address 108 Westin Lane Henderson (City) NV (State) 89002 (Zip)

Date Hired 03/13/2006 Last Day Worked 08/24/2015 Effective Date of Separation 08/24/2015

Position Interior Paint Journeyman Supervisor Eric Byington

Rate of pay $ 32.07 (mo/hr) Paid at separation: PTO $ _____ Other $ _____

Soc. Sec. # 002-80-3726 Marital Status M Work Sched. M-F or M-F Sched. Hrs. Per Week 40

Status of Medical Benefits at Separation

coverage ends 9/23/15

1. Was employee covered by YESCO group medical plan? ☒ Yes ☐ No

If yes, designate applicable coverage:

Single Coverage ☒ Medical/Vision Option ☐ 1 ☒ 2 ☐ 3 ☐ 4

Family Coverage ☒ Medical/Vision Option ☐ 1 ☒ 2 ☐ 3 ☐ 4 600 option

Dental ☐ Single ☒ Family

Health Care FSA Election ☒ HSA Election ☐

2. Was employee terminated for GROSS misconduct? ☐ Yes ☒ No

If yes, continued coverage through COBRA is not available and the following signatures are required:

Division Manager _____ Date _____

Corporate Management _____ Date _____

YESCO Property to be Returned

☐ Keys ☐ Corporate Credit Cards ☐ Computers ☐ Cell Phones Other (books, manuals, sales aids, tools, video tapes, etc.). _____

Reason for Separation (Explain completely and accurately)

Reduction in force. Layoff.

I have carefully reviewed this completed form. I understand and agree that all information above is true and correct; if not, I have written my version of the facts below and have returned all items of YESCO property.

Employee _____ Date _____

I have carefully discussed all of the above information with the separating employee.

Supervisor _____ Date _____

147/2-10

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Juston Maurice
Plaintiff/Petitioner

v.

Sarah Maurice
Defendant/Respondent

Case No. D-14-506883-D

Dept. Q

MOTION/OPPOSITION FEE INFORMATION SHEET

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

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

☒ **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

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

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

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

The total filing fee for the motion/opposition I am filing with this form is:
☐**$0** ☐**$25** ☐**$57** ☐**$82** ☐**$129** ☐**$154**

Party filing Motion/Opposition: Juston Maurice Date 12-18-15

Signature of Party or Preparer _____

FDF
Name: Justin Maurice
Address: 108 Westin Lane
Henderson NV 89002
Phone: 702-664-9033
Email: justinpmaurice@gmail.com
Attorney for in proper person
Nevada State Bar No.

8th Judicial District Court
Las Vegas, Nevada

Justin Maurice **Plaintiff,** **vs.** Sarah Maurice **Defendant.**	**Case No.** D-14-506883-D **Dept.** Q

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? *(first, middle, last)* Justin Paul Maurice
2. How old are you? 34 3. What is your date of birth? 11/04/1981
4. What is your highest level of education? High School

B. Employment Information:

1. Are you currently employed/ self-employed? *(☑ check one)*
   - ☐ No
   - ☑ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
10/05/2015	Big o tire	M.I.T.	Saturday-Wednesday	7am-4pm

2. Are you disabled? *(☑ check one)*
   - ☑ No
   - ☐ Yes If yes, what is your level of disability?
     What agency certified you disabled?
     What is the nature of your disability?

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: Yesco Date of Hire: 03/01/2006 Date of Termination: 8-24-15
Reason for Leaving: laid off

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 12-11-15 my gross year to date pay is 7042.87.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	$0.00	×	52	=	$0.00	÷	12	=	$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

$40,800.00	÷	12	=	$3,400.00
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income	0	$0.00	$0.00
Bonuses	0	$0.00	$0.00
Car, Housing, or Other allowance:	0	$0.00	$0.00
Commissions or Tips:	0	$0.00	$0.00
Net Rental Income:	0	$0.00	$0.00
Overtime Pay	0	$0.00	$0.00
Pension/Retirement:	0	$0.00	$0.00
Social Security Income (SSI):	0	$0.00	$0.00
Social Security Disability (SSD):	0	$0.00	$0.00
Spousal Support	0	$0.00	$0.00
Child Support	0	$0.00	$0.00
Workman's Compensation	0	$0.00	$0.00
Other: _____			
	Total Average Other Income Received		$0.00

Total Average Gross Monthly Income (add totals from B and C above)	**$3,400.00**

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	309.52
4.	Health Insurance — Amount for you: ____ For Opposing Party: ____ For your Child(ren): ____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	49.30
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	210.80
10.	Union Dues	
11.	Other: (Type of Deduction) ____	
	Total Monthly Deductions (Lines 1-11)	569.62

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
$ 0.00

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising	0	0.00	0.00
Car and truck used for business	0	0.00	0.00
Commissions, wages or fees	0	0.00	0.00
Business Entertainment/Travel	0	0.00	0.00
Insurance	0	0.00	0.00
Legal and professional	0	0.00	0.00
Mortgage or Rent	0	0.00	0.00
Pension and profit-sharing plans	0	0.00	0.00
Repairs and maintenance	0	0.00	0.00
Supplies	0	0.00	0.00
Taxes and licenses (include est. tax payments)	0	0.00	0.00
Utilities	0	0.00	0.00
Other: ____	0	0.00	0.00
	Total Average Business Expenses		0.00

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend <u>each month</u> on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ✔	Other Party ✔	For Both ✔
Alimony/Spousal Support				
Auto Insurance	290.00	✔		
Car Loan/Lease Payment	463.24	✔		
Cell Phone	100.00	✔		
Child Support (not deducted from pay)	1,200.00		✔	
Clothing, Shoes, Etc…	80.00			
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric	250.00	✔		
Food (groceries & restaurants)	300.00	✔		
Fuel	250.00	✔		
Gas (for home)	65.00	✔		
Health Insurance (not deducted from pay)				
HOA	25.00	✔		
Home Insurance (if not included in mortgage)	20.00	✔		
Home Phone				
Internet/Cable	80.00	✔		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	1,218.11	✔		
Pest Control	40.00	✔		
Pets	150.00	✔		
Pool Service				
Property Taxes (if not included in mortgage)	166.67	✔		
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	100.00	✔		
Other: trash	20.00	✔		
Total Monthly Expenses	4,818.02			

Household Information

A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1st	Savannah	04/27/07	Mom	Yes	No
2nd	Emma	02/12/14	Mom	Yes	No
3rd					
4th					

B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Cellular Phone				
Child Care				
Clothing	30.00	30.00		
Education				
Entertainment	150.00	150.00		
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation	100.00	100.00		
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	**280.00**	**280.00**	**0.00**	**0.00**

C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc…)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Home	$ 230,000.00	-	$ 170,000.00	=	$ 60,000.00	Justin Maurice
2.	2006 Dodge Ram	$ 26,000.00	-	$ 23,590.00	=	$ 2,410.00	Justin Maurice
3.	2000 Kia Sephia	$ 500.00	-	$ 0.00	=	$ 500.00	Justin Maurice
4.		$	-	$	=	$ 0.00	
5.		$	-	$	=	$ 0.00	
6.		$	-	$	=	$ 0.00	
7.		$	-	$	=	$ 0.00	
8.		$	-	$	=	$ 0.00	
9.		$	-	$	=	$ 0.00	
10.		$	-	$	=	$ 0.00	
11.		$	-	$	=	$ 0.00	
12.		$	-	$	=	$ 0.00	
13.		$	-	$	=	$ 0.00	
14.		$	-	$	=	$ 0.00	
15.		$	-	$	=	$ 0.00	
	Total Value of Assets (add lines 1-15)	**$ 256,500.00**	-	**$ 193,590.00**	=	**$ 62,910.00**	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Capital One	$ 4,200.00	Justin Maurice
2.		$	
3.		$	
4.		$	
5.		$	
6.		$	
Total Unsecured Debt (add lines 1-6)		**$ 4,200.00**	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I *(have/have not)* have not retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of $ 0 on my behalf.
3. I have a credit with my attorney in the amount of $ 0.00.
4. I currently owe my attorney a total of $ 0.00.
5. I owe my prior attorney a total of $ 0.00.

IMPORTANT: Read the following paragraphs carefully and initial each one.

JPM I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

JPM **I have attached a copy of my 3 most recent pay stubs to this form.**

_____ **I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.**

_____ **I have not attached a copy of my pay stubs to this form because I am currently unemployed.**

Signature _____ 12/16/2015
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on *(date)* _____, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

_____

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

_____

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: _____

Executed on the _____ day of _____, 20___.

_____
Signature

CO.	FILE	DEPT.	CLOCK	VCHR NO.	070
UBP	000235	009998		0000460001	1

Earnings Statement

WESTERN AUTOMOTIVE GROUP LLC
18952 MACARTHUR BLV #450
IRVINE GA 92612

Period Beginning: 10/23/2015
Period Ending: 11/05/2015
Pay Date: 11/13/2015

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
NV: No State Income Tax

JUSTIN MAURICE
108 WESTIN LANE
HENDERSON NV 89002

Earnings	rate	hours	this period	year to date
Regular	1700.00	110.00	1,700.00	3,642.87
Gross Pay			**$1,700.00**	3,642.87

Deductions	Statutory		
	Federal Income Tax	-154.76	309.52
	Social Security Tax	-105.40	225.86
	Medicare Tax	-24.65	52.82
	Net Pay	**$1,415.19**	
	Checking	-1,415.19	
	Net Check	**$0.00**	

Your federal taxable wages this period are $1,700.00

WESTERN AUTOMOTIVE GROUP LLC
18952 MACARTHUR BLV #450
IRVINE GA 92612

Advice number: 00000460001
Pay date: 11/13/2015

THIS IS NOT A CHECK

Deposited to the account of	account number	transit ABA	amount
JUSTIN MAURICE	xxxxxx5025	xxxx xxxx	$1,415.19

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	070
UBP	000235	009998		0000500002	1

Earnings Statement

WESTERN AUTOMOTIVE GROUP LLC
18952 MACARTHUR BLV #450
IRVINE GA 92612

Period Beginning: 11/20/2015
Period Ending: 12/03/2015
Pay Date: 12/11/2015

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
NV: No State Income Tax

JUSTIN MAURICE
108 WESTIN LANE
HENDERSON NV 89002

Earnings	rate	hours	this period	year to date
Regular	1700.00	110.00	1,700.00	7,042.87
Gross Pay			**$1,700.00**	7,042.87

Deductions	Statutory		
	Federal Income Tax	-154.76	619.04
	Social Security Tax	-105.40	436.66
	Medicare Tax	-24.65	102.12
	Net Pay	**$1,415.19**	
	Checking	-1,415.19	
	Net Check	**$0.00**	

Your federal taxable wages this period are $1,700.00

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

WESTERN AUTOMOTIVE GROUP LLC
18952 MACARTHUR BLV #450
IRVINE GA 92612

Advice number: 00000500002
Pay date: 12/11/2015

Deposited to the account of	account number	transit ABA	amount
JUSTIN MAURICE	xxxxxx5025	xxxx xxxx	$1,415.19

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR NO.	070
UBP	000235	009998		0000480003	1

Earnings Statement

WESTERN AUTOMOTIVE GROUP LLC
18952 MACARTHUR BLV #450
IRVINE GA 92612

Period Beginning: 11/06/2015
Period Ending: 11/19/2015
Pay Date: 11/27/2015

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
NV: No State Income Tax

JUSTIN MAURICE
108 WESTIN LANE
HENDERSON NV 89002

Earnings	rate	hours	this period	year to date
Regular	1700.00	110.00	1,700.00	5,342.87
Gross Pay			**$1,700.00**	5,342.87

Deductions	Statutory		
Federal Income Tax		-154.76	464.28
Social Security Tax		-105.40	331.26
Medicare Tax		-24.65	77.47
Net Pay		**$1,415.19**	
Checking		-1,415.19	
Net Check		**$0.00**	

Your federal taxable wages this period are $1,700.00

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

WESTERN AUTOMOTIVE GROUP LLC
18952 MACARTHUR BLV #450
IRVINE GA 92612

Advice number: 00000480003
Pay date: 11/27/2015

Deposited to the account of
JUSTIN MAURICE

account number	transit ABA	amount
xxxxxx5025	xxxx xxxx	$1,415.19

THIS IS NOT A CHECK

NON-NEGOTIABLE

FDF

RACHEL M. JACOBSON, LTD.
Nevada Bar No. 007827
JACOBSON LAW OFFICE, LTD.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
Phone (702) 601-0770
Facsimile (702) 990-6445
Attorney for Plaintiff

8th Judicial District Court

Las Vegas, Nevada

Sarah Maurice Plaintiff, vs. Justin Maurice Defendant.	Case No. D-14-506883-D Dept. Q

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? *(first, middle, last)* Sarah Elizabeth Maurice
2. How old are you? 34 3. What is your date of birth? 3/23/1981
4. What is your highest level of education? Bachelor's Degree

B. Employment Information:

1. Are you currently employed/ self-employed? *(☑ check one)*
   - ☐ No
   - ☑ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
10/3/2005	YESCO LLC	Asst. HR Director	M-F	8am - 5pm

2. Are you disabled? *(☑ check one)*
   - ☑ No
   - ☐ Yes If yes, what is your level of disability? _____
     What agency certified you disabled? _____
     What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: N/A Date of Hire: _____ Date of Termination: _____
Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 12/31/15 my gross year to date pay is 51,566.08.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	$0.00	×	52	=	$0.00	÷	12	=	$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

$52,015.00	÷	12	=	$4,334.58
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support	(*1200 ordered but not paid)		
Workman's Compensation			
Other:			
	Total Average Other Income Received		

Total Average Gross Monthly Income (add totals from B and C above)	$4,334.58

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	392.13
4.	Health Insurance — Amount for you: $209.86; For Opposing Party: ; For your Child(ren): $282.47	492.33
5.	Life, Disability, or Other Insurance Premiums	22.03
6.	Medicare	54.70
7.	Retirement, Pension, IRA, or 401(k)	90.00
8.	Savings	
9.	Social Security	233.84
10.	Union Dues	
11.	Other: (Type of Deduction) Flexible spending/medical	54.17
	Total Monthly Deductions (Lines 1-11)	1,339.20

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
$ 0.00

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
	Total Average Business Expenses		0.00

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me	Other Party	For Both
Alimony/Spousal Support				
Auto Insurance	140.00	✓		
Car Loan/Lease Payment	360.00	✓		
Cell Phone	90.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc…	100.00	✓		
Credit Card Payments (minimum due)	50.00	✓		
Dry Cleaning				
Electric	150.00			
Food (groceries & restaurants)	350.00			
Fuel	300.00	✓		
Gas (for home)	65.00			
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	45.00	✓		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	950.00	✓		
Pest Control				
Pets				
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense	25.00	✓		
Water				
Other:				
Total Monthly Expenses	2,625.00			

Household Information

A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1st	Savannah Maurice	4/27/07	Me	Yes	No
2nd	Emma Maurice	2/12/14	Me	Yes	No
3rd					
4th					

B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Cellular Phone				
Child Care	300.00	715.00		
Clothing	75.00	60.00		
Education	160.00			
Entertainment	200.00	150.00		
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation	20.00	20.00		
Unreimbursed Medical Expenses		25.00		
Vehicle				
Other:				
Total Monthly Expenses	**755.00**	**970.00**	**0.00**	**0.00**

C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	2010 Honda Odyssey	$ 19,000.00	-	$ 17,500.00	=	$ 1,500.00	Sarah Maurice
2.		$	-	$	=	$ 0.00	
3.		$	-	$	=	$ 0.00	
4.		$	-	$	=	$ 0.00	
5.		$	-	$	=	$ 0.00	
6.		$	-	$	=	$ 0.00	
7.		$	-	$	=	$ 0.00	
8.		$	-	$	=	$ 0.00	
9.		$	-	$	=	$ 0.00	
10.		$	-	$	=	$ 0.00	
11.		$	-	$	=	$ 0.00	
12.		$	-	$	=	$ 0.00	
13.		$	-	$	=	$ 0.00	
14.		$	-	$	=	$ 0.00	
15.		$	-	$	=	$ 0.00	
Total Value of Assets (add lines 1-15)		$ 19,000.00	-	$ 17,500.00	=	$ 1,500.00	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Citibank Mastercard	$ 2,100.00	Sarah Maurice
2.		$	
3.		$	
4.		$	
5.		$	
6.		$	
Total Unsecured Debt (add lines 1-6)		$ 2,100.00	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I *(have/have not)* have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of $1,500 on my behalf.
3. I have a credit with my attorney in the amount of $ 0.
4. I currently owe my attorney a total of $ 1,000.
5. I owe my prior attorney a total of $ _____.

IMPORTANT: Read the following paragraphs carefully and initial each one.

✓ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

✓ **I have attached a copy of my 3 most recent pay stubs to this form.**

_____ **I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.**

_____ **I have not attached a copy of my pay stubs to this form because I am currently unemployed.**

Signature

12/29/15
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on *(date)* January 6, 2016, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☑ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

Justin Maurice, 108 Westin Lane, Henderson, Nevada 89002

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to:

Executed on the 6th day of January, 2016.

Carol Bentley
Signature

YESCO

YESCO LLC
2401 FOOTHILL DRIVE
SALT LAKE CITY UT 84109

CHECK NO: A185319
PAGE NUMBER: 1 of 1
CHECK DATE: 12/4/2015
PERIOD BEG/END: 11/14/2015 - 11/27/2015
PAY FREQUENCY: BI-WEEKLY

MAURICE,SARAH E
2491 APRIL BREEZE LANE
HENDERSON, NV 89002

ID NUMBER: 0401040268
BASE RATE: 1,926.48

STATUS EXEMPT
FED: SINGLE 2
ST1: 0
ST2:

TAX ADJUSTMENTS:
FED: ST1:
DI / UC:
LOCAL: ST2:

STATE AND LOCAL CODES
PRI: NV LOC1: LOC3:
SEC: LOC2: LOC4:
LOC5:

IMPORTANT MESSAGE

HOURS AND EARNINGS

DESCRIPTION	RATE	HOURS	EARNINGS
CURRENT EARNINGS			
REGULAR	24.0810	80.00	1,926.48
TOTAL HOURS WORKED		80.00	
TOTAL CURRENT HOURS/EARNINGS		80.00	1,926.48
YEAR-TO-DATE EARNINGS			
REGULAR		1,909.25	45,535.48
PTO		90.75	2,177.64
TOTAL YEAR-TO-DATE HOURS/EARNINGS		2,000.00	47,713.12

TAXES AND DEDUCTIONS

DESCRIPTION	CUR AMT	YTD AMT
SO SEC TAX	103.82	2,840.29
MEDICARE TAX	24.28	664.26
FED INC TAX	174.01	5,170.25
PRI-STATE TAX	.00	.00
TOTAL TAXES	302.11	8,674.80

SPECIAL INFORMATION

DESCRIPTION	AMOUNT
VACBAL	
HOL BALANCE	113.40
HOL TAKEN	90.75
VAC BALANCE	0.00
VAC TAKEN	0.00

PRE-TAX ITEMS

DESCRIPTION	CUR AMT	YTD AMT
DENT/VISION	-23.66	-118.30
DISABILITY	-6.67	-166.75
FLX MEDICAL	-25.00	-602.92
LIFE INS	-1.53	-38.25
MEDICAL	-195.15	-975.75
TOTAL PRE-TAX ITEMS	-252.01	-1,901.97

AFTER-TAX DEDUCTIONS

POSTAGE	.00	49.12
ROTH 401K	40.00	998.52
SUPP LIFE	1.59	36.57
TOTAL DEDS	41.59	1,084.21

CURRENT NET PAY DISTRIBUTION

XXXXXXXXXXXX9233	250.00
XXXXXXXXXXXX2517	1,080.77
CHECK AMOUNT	.00
TOTAL CURRENT NET PAY	1,330.77

	GROSS	PRE-TAX	FIT TAXABLE	LESS TAXES	LESS DEDS	EQ NET PAY
CURRENT	1,926.48	-252.01	1,674.47	302.11	41.59	1,330.77
Y-T-D	47,713.12	-1,901.97	45,811.15	8,674.80	1,084.21	36,052.14

YESCO.

YESCO LLC
2401 FOOTHILL DRIVE
SALT LAKE CITY UT 84109

CHECK NO: A186259
PAGE NUMBER: 1 of 1
CHECK DATE: 12/18/2015
PERIOD BEG/END: 11/28/2015 - 12/11/2015
PAY FREQUENCY: BI-WEEKLY

MAURICE,SARAH E
2491 APRIL BREEZE LANE
HENDERSON, NV 89002

ID NUMBER: 0401040268
BASE RATE: 1,926.48

STATUS	EXEMPT	TAX ADJUSTMENTS:		STATE AND LOCAL CODES			
FED: SINGLE	2	FED:	ST1:	PRI:	NV	LOC1:	LOC3:
ST1:	0	DI / UC:		SEC:		LOC2:	LOC4:
ST2:		LOCAL:	ST2:				LOC5:

IMPORTANT MESSAGE

HOURS AND EARNINGS

DESCRIPTION	RATE	HOURS	EARNINGS
CURRENT EARNINGS			
REGULAR	24.0810	69.50	1,673.63
PTO	24.0810	10.50	252.85
TOTAL HOURS WORKED		69.50	
TOTAL CURRENT HOURS/EARNINGS		80.00	1,926.48
YEAR-TO-DATE EARNINGS			
REGULAR		1,978.75	47,209.11
PTO		101.25	2,430.49
TOTAL YEAR-TO-DATE HOURS/EARNINGS		2,080.00	49,639.60

TAXES AND DEDUCTIONS

DESCRIPTION	CUR AMT	YTD AMT
SO SEC TAX	103.93	2,944.22
MEDICARE TAX	24.31	686.57
FED INC TAX	174.28	5,344.53
PRI-STATE TAX	.00	.00
TOTAL TAXES	302.52	8,977.32

SPECIAL INFORMATION

DESCRIPTION	AMOUNT
VACBAL	
HOL BALANCE	110.59
HOL TAKEN	101.25
VAC BALANCE	0.00
VAC TAKEN	0.00

PRE-TAX ITEMS

DESCRIPTION	CUR AMT	YTD AMT
DENT/VISION	-23.66	-141.96
DISABILITY	-6.67	-173.42
FLX MEDICAL	-23.16	-626.08
LIFE INS	-1.53	-39.78
MEDICAL	-195.15	-1,170.90
TOTAL PRE-TAX ITEMS	-250.17	-2,152.14

AFTER-TAX DEDUCTIONS

POSTAGE	.00	49.12
ROTH 401K	40.00	1,038.52
SUPP LIFE	1.59	38.16
TOTAL DEDS	41.59	1,125.80

CURRENT NET PAY DISTRIBUTION

XXXXXXXXXXXXX9233	250.00
XXXXXXXXXXXXX2517	1,082.20
CHECK AMOUNT	.00
TOTAL CURRENT NET PAY	1,332.20

	GROSS	PRE-TAX	FIT TAXABLE	LESS TAXES	LESS DEDS	EQ NET PAY
CURRENT	1,926.48	-250.17	1,676.31	302.52	41.59	1,332.20
Y-T-D	49,639.60	-2,152.14	47,487.46	8,977.32	1,125.80	37,384.34

YESCO

YESCO LLC
2401 FOOTHILL DRIVE

SALT LAKE CITY UT 84109

CHECK NO: A187196
PAGE NUMBER: 1 of 1
CHECK DATE: 12/31/2015
PERIOD BEG/END: 12/12/2015 - 12/25/2015
PAY FREQUENCY: BI-WEEKLY

MAURICE,SARAH E
2491 APRIL BREEZE LANE
HENDERSON, NV 89002

ID NUMBER: 0401040268
BASE RATE: 1,926.48

STATUS	EXEMPT
FED: SINGLE	2
ST1:	0
ST2:	

TAX ADJUSTMENTS:
FED: ST1:
DI / UC:
LOCAL: ST2:

STATE AND LOCAL CODES
PRI: NV LOC1: LOC3:
SEC: LOC2: LOC4:
LOC5:

IMPORTANT MESSAGE

HOURS AND EARNINGS

DESCRIPTION	RATE	HOURS	EARNINGS
CURRENT EARNINGS			
REGULAR	24.0810	64.00	1,541.18
PTO	24.0810	16.00	385.30
TOTAL HOURS WORKED		64.00	
TOTAL CURRENT HOURS/EARNINGS		80.00	1,926.48
YEAR-TO-DATE EARNINGS			
REGULAR		2,042.75	48,750.29
PTO		117.25	2,815.79
TOTAL YEAR-TO-DATE HOURS/EARNINGS		2,160.00	51,566.08

TAXES AND DEDUCTIONS

DESCRIPTION	CUR AMT	YTD AMT
SO SEC TAX	103.89	3,048.11
MEDICARE TAX	24.29	712.86
FED INC TAX	174.17	5,518.70
PRI-STATE TAX	.00	.00
TOTAL TAXES	302.35	9,279.67

SPECIAL INFORMATION

DESCRIPTION	AMOUNT
VACBAL	
HOL BALANCE	102.28
HOL TAKEN	117.25
VAC BALANCE	0.00
VAC TAKEN	0.00

PRE-TAX ITEMS

DESCRIPTION	CUR AMT	YTD AMT
DENT/VISION	-23.66	-165.52
DISABILITY	-6.67	-180.09
FLX MEDICAL	-23.92	-650.00
LIFE INS	-1.53	-41.31
MEDICAL	-195.15	-1,366.05
TOTAL PRE-TAX ITEMS	-250.93	-2,403.07

AFTER-TAX DEDUCTIONS

DONATIONS	20.00	20.00
POSTAGE	.00	49.12
ROTH 401K	40.00	1,078.52
SUPP LIFE	.00	38.16
TOTAL DEDS	60.00	1,185.80

CURRENT NET PAY DISTRIBUTION

XXXXXXXXXXXXX9233	250.00
XXXXXXXXXXXXX2517	1,063.20
CHECK AMOUNT	.00
TOTAL CURRENT NET PAY	1,313.20

	GROSS	PRE-TAX	FIT TAXABLE	LESS TAXES	LESS DEDS	EQ NET PAY
CURRENT	1,926.48	-250.93	1,675.55	302.35	60.00	1,313.20
Y-T-D	51,566.08	-2,403.07	49,163.01	9,279.67	1,185.80	38,697.54

Electronically Filed
01/06/2016 03:55:52 PM

CLERK OF THE COURT

OPPC
RACHEL M. JACOBSON, LTD.
Nevada Bar No. 007827
JACOBSON LAW OFFICE, LTD.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
Phone (702) 601-0770
Facsimile (702) 990-6445
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

SARAH MAURICE,

Plaintiff,

v.

JUSTIN MAURICE,

Defendant.

Case No. D-14-506883-D
Dept. No. Q

Date of Hearing: 01/20/2016
Time of Hearing: 10:00 a.m.

OPPOSITION TO MOTION FOR ORDERS TO MODIFY CHILD SUPPORT AND COUNTERMOTION TO REDUCE ARREARS TO JUDGMENT AND FOR ATTORNEY'S FEES

COMES NOW, Plaintiff, SARAH MAURICE, by and through her attorney, RACHEL M. JACOBSON, ESQ., of JACOBSON LAW OFFICE, LTD, and hereby files her Opposition and Countermotion to Defendant's Motion for Orders to Modify Child Support and Countermotion to Reduce Arrears to Judgment and for Attorney's Fees.

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This Opposition and Countermotion are made and based upon the Points and Authorities, Exhibits, Declaration submitted herewith, and oral argument to be adduced at the hearing of this matter.

Dated this 5th day of January, 2016.

JACOBSON LAW OFFICE, LTD

RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

POINTS AND AUTHORITIES

I. FACTS

The Parties, Plaintiff SARAH MAURICE ("Sarah") and Defendant JUSTIN MAURICE ("Justin") were divorced by this Court, by way of a Stipulated Decree of Divorce, on September 30, 2015. Of main issue herein is the child support, child care and health expenses to be paid by Justin regarding the parties' minor children. Together, the parties have two daughters: Savannah Maurice, born April 27, 2007; and Emma Maurice, born February 12, 2014.

The parties entered the Decree after having addressed all child related issues and the only remaining issues were property related. As such, the Decree reiterated the already existing orders for child support and division of the cost of child care as had been previously ordered by this Court at the time of the February 10, 2015 and May 11, 2015 hearings in this matter. As provided in the Schedules of Arrears concurrently filed herewith, during those hearings Sarah was awarded primary physical custody. Justin was awarded specific days of visitation and,

regarding child support, was to pay Sarah $1,260 each month commencing February 2015. As for child care, the parties were to equally divide same. At the May 11, 2015 hearing, the only revision made to the foregoing is that the parties agreed to lower Justin's child support obligation to $1,200 per month. Justin was also ordered to provide health insurance for the parties' daughters.

Specifically, at hearing before the Court on February 10, 2015, child support was ordered as follows:

> "Defendant's CHILD SUPPORT obligation is set at one thousand two hundred sixty dollars ($1,260.00) per month beginning February 2015, payable in two equal installments (of $630.00) on the 10th and 20th day of each month. (This amount takes into consideration a $130.00 offset for the cost of insurance.)"[1]

Thus, the amount of $1,260 takes into account Sarah's share of the health insurance for the parties' children and Justin's child support obligation is reduced accordingly – as he was to have been providing health insurance for the parties' children. But that was not the case as Justin stopped providing same, to Sarah's knowledge and belief, as of September of 2015. So Justin has been benefiting from this offset without actually covering the expense. Thus, the amount of $130 per each month should be added to Justin's arrears for the period of September 2015 to date. Moreover, Sarah herself has been forced to secure health insurance for the children and has been covering the entire monthly premium on her own since October of 2015. The cost for same has been $282.46 per month and Sarah respectfully requests that the Court order Justin to reimburse her for his half of this expense. *See* letter from Employer attached hereto as **Exhibit 1**. At the time of the May 11, 2015 hearing, Justin's child support obligation was reduced to $1,200 per month commencing in May of 2015.[2] This was the only revision to the prior order as

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[1] *See* Amended Order entered February 24, 2015, page 2, item 7.
[2] *See* Order entered May 21, 2015, page 2, item 6.

the Court, in May, specifically ordered that "all other orders not addressed herein shall remain in effect."[3]

Since the parties' divorce, Sarah has remained the children's primary care provider. And, while Justin continues to enjoy an expensive lifestyle, he remains in arrears regarding child support and has altogether refused to pay his share of the child care and/or health related expenses.

II. ARGUMENT

A. JUSTIN'S MOTION SHOULD BE DENIED

Justin has filed a motion to reduce his child support obligation as he alleges a significant reduction in income. Said reduction should raise red flags regarding the willfulness of Justin's conduct in lowering his income from the $5,428 he claimed in January of 2015 to the current amount of $3,400 claimed in his current Financial Disclosure Form. Further, the Court is able to consider separate property in securing and/or setting a parties' support obligation. It is believed that Justin continues to engage in the same expensive lifestyle he enjoyed while earning the higher income. While Justin's Financial Disclosure Form does not reveal an additional source of funds, it is presented that Justin's lifestyle does not accurately reflect his currently claimed income. Thus, an inquiry into his assets and financial resources is requested by way of limited discovery regarding same.

B. SARAH'S SCHEDULES OF ARREARS SHOULD BE REDUCED TO JUDGMENT

Concurrently with this Opposition and Countermotion, Sarah has filed two Schedules of Arrears. The first Schedule addresses child support arrears which Justin has failed to pay and the second addresses the portion of child care expenses which Justin has also failed to pay and has, thereby, forced Sarah to alone shoulder this expense. Additionally, Sarah has had to provide

[3] *Id.* at page 2, item 8.

health insurance for the parties' daughters as, though he was ordered to maintain same, Justin has failed to do so since September 2015. Thus, along with reducing the child care and child support arrears to judgment, Sarah respectfully requests that the health insurance premium and expenses also be taken into consideration and that the Court order Justin to remit his portion of the expenses at this time and that same also be reduced to judgment.

C. JUSTIN'S CONDUCT CONSTITUTES CONTEMPT AND HE SHOULD BE SANCTIONED ACCORDINGLY.

Despite the Court's clear orders, Justin failed to perform the following:

1. Provide Court ordered amount of child support per month;
2. Provide health insurance for the parties' minor children since September of 2015; and
3. Equally divide the child care expenses (including but not limited to the monthly premiums) related to the parties' minor children.

Though failing to meet his financial obligations for the care of the parties' minor children, Justin continued to enjoy the same lifestyle he had before being laid off. It is believed that Justin even purchased new vehicles and provided for the care and support of others he was dating.

> NRS 22.010 provides, in pertinent part, as follows:
> "Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
> ...
> 3. **Disobedience or resistance to any lawful writ, order**, rule or process issued by the court or judge at chambers." (Emphasis added.)
>
> NRS 22.030 adds, in pertinent part, as follows:
> ...
> "2. If a contempt is not committed in the immediate view and presence of the court or judge at chambers, an affidavit must be presented to the court or judge of the facts constituting the contempt, ..."
>
> Further, NRS 22.100 provides, in pertinent part, as follows:
>
> **Penalty for contempt.**

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

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

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

EDCR 7.60(b) states in pertinent part:

(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:

(3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.

(5) Fails or refuses to comply with any order of a judge of the court.

D. SARAH SHOULD BE AWARDED ATTORNEY'S FEES AND COSTS.

Not only has Justin come before this Court standing in an attitude of contempt[4] as he has failed to meet his obligations under the prior orders of this Court, he has also deprived Sarah of financial assistance requisite for her primary care of the parties' children. Pursuant to statute regarding child support arrears, as well as contempt language cited above, Sarah respectfully

---

[4] *See Lamb v. Lamb*, 83 Nev. 425, 433 P.2d 265 (1967); *quoting MacDonald v. Superior Court in and for San Mateo County*, 104 P.2d 1071 (Cal.App. 1940): "[n]o party to an action can with right or reason, ask the aid and assistance of a court in hearing his demands while he stands in an attitude of contempt to the court's legal orders and processes."

asks this Court to grant her an award of attorney's fees and costs in the amount of $2,500 for having to defend this action and seek a reduction of arrears to judgment.

II. CONCLUSION

WHEREFORE, based upon the foregoing, Sarah respectfully request this Court enter orders granting her the following relief:

1. Denying Justin's Motion in its entirety;

2. Awarding Plaintiff child support, child care and health related arrears and reducing same to judgment;

3. Awarding Plaintiff attorney's fees and costs and reducing same to judgment; and

4. Awarding such other and further relief as this Court deems just and proper in the premises.

DATED this 5th day of January, 2016.

JACOBSON LAW OFFICE, LTD

Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 891074
(702) 601-0770
Attorney for Plaintiff

DECLARATION OF SARAH MAURICE

SARAH MAURICE, being first duly sworn upon oath deposes and says as follows:

1. That I am one of the Plaintiff in the above-captioned case, am competent to state the following facts, and make this Declaration based upon my own personal knowledge except as to those matters stated upon information and belief, and as to those matters I believe them to be true.

2. That I have carefully read the foregoing Opposition and Countermotion and the factual averments contained therein are true and correct to the best of my knowledge, except as to those matters based upon information and belief and, as to those matters, I believe them to be true.

3. That Justin has acted in contempt of Court as he has failed to provide Court ordered amount of child support per month; he has failed to provide health insurance for our children since September of 2015; and he has failed to contribute his share (or any share) to the child care expenses (including but not limited to the monthly premiums) related to the our children.

3. That I declare under the penalty of perjury under the laws of the State of Nevada (NRS 53.045) that the foregoing is true and correct.

DATED this 5th day of January, 2016.

Sarah Maurice

SARAH MAURICE

Exhibit 1

Letter re: Premium of Health Insurance for the Parties' Children

YESCO.

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone

NV Contractors License Nos. 0074285, 0074290, 0075739

December 29, 2015

To Whom It May Concern:

Re: Insurance premium

This is to verify the cost of Medical, Dental & Vision coverage through YESCO's least expensive insurance plan. The cost of YESCO's single plan is $209.86 per month and the cost for YESCO's family plan is $492.32 per month. Therefore the additional cost to add dependents to the plan is $282.46 per month.

If you require further assistance, please contact me in the Human Resources Department.

Thank you,

William T. Ivie, SPHR
Regional HR Director
YESCO, LLC
bivie@yesco.com
702-876-8080 ext. 4531
702-944-4500 fax

DISTRICT COURT
CLARK COUNTY, NEVADA

Sarah Maurice,

Plaintiff,

v.

Justin Maurice,

Defendant.

CASE NO.: D-14-506883-D

DEPT NO.: Q

FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/Opposition : ☒ Plaintiff/Petitioner ☐ Defendant/Respondent

Motion for an Order to Show Cause Why Defendant Should Not be Held in Contempt, for Enforcement of Decree of Divorce, Damage, Sanctions and Attorney's Fees Arising From Defendant's Failure to Comply with Decree of Divorce

Motions and Oppositions to Motions filed after entry of a final order pursuant to NRSS 125, 125Bor 125C are subject to the Re-open filing fee of $25.00, unless specifically excluded (NRS 19.0312)

NOTICE:

If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.

Mark correct answer with an "X"

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO

2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO

3. This Motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order if YES, provide file date of Order: 9/18/14 ☐ YES ☒ NO

If you answered YES to any of the questions above, you are not subject to the $25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to $25 filing fee

Dated this 6th of January, 2016

Carol Beitler
Printed Name of Preparer

Carol Beitler
Signature of Preparer

R. GISTER OF ACTIONS

CASE NO. D-14-506883-D

Sarah Maurice, Plaintiff vs. Justin Maurice, Defendant.

§
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§
§

Case Type: **Divorce - Complaint**
Subtype: **Complaint Subject Minor(s)**
Date Filed: **12/11/2014**
Location: **Department Q**
Cross-Reference Case Number: **D506883**
Supreme Court No.: **83009**

PARTY INFORMATION

Defendant	**Maurice, Justin** 108 Westin LN Henderson, NV 89002	Male	**Lead Attorneys** **Bradley J. Hofland** *Retained* 702-895-6760(W)
Plaintiff	**Maurice, Sarah** 1596 Rusy Ridge LN Henderson, NV 89002	Female	**Rachel M. Jacobson** *Retained* 702-601-0770(W)

Subject Minor Maurice, Emma

Subject Minor Maurice, Savannah

EVENTS ORDERS OF THE COURT

01/20/2016 **All Pending Motions** (10:00 AM) (Judicial Officer Duckworth, Bryce C.)

Minutes

01/20/2016 10:00 AM

- DEFENDANT'S MOTION AND NOTICE OF MOTION FOR ORDERS TO MODIFY CHILD SUPPORT AND/OR SPOUSAL SUPPORT...PLAINTIFF'S OPPOSITION AND COUNTERMOTION TO REDUCE ARREARS TO JUDGEMENT AND FOR ATTORNEY'S FEES Ms. Jacobson said she believed the parties had resolved the issues. The Court explained to Defendant it could not retroactively modify his child support. The Court said it could only modify his child support from when he filed his Motion on December 18, 2015, and since the Motion was filed in December, the modification would take place effective January, 2016. The Court said any arrearages accrued prior to the filing of his Motion, could not be modified retroactively. Ms. Jacobson said the Schedule of Arrearages were for child support arrearages and unreimbused day care expenses. COURT ORDERED, the following: 1. Pursuant to the stipulation of the parties, based on Defendant's representation he makes $1,700.00 every two weeks, his child support will be reduced to $920.00 per month effective January, 2016. The District Attorney's Office is currently garnishing Defendant's wages, and three (3) checks have already been garnished; however, Plaintiff has only received one payment. Defendant will look into this. Commencing February, 2016, Defendant will receive an offset against his child support in the amount of $134.00 per month for the minor children's medical insurance premium cost. 2. Pursuant to the stipulation of the parties, two Schedules of Arrearages have been filed with the Court, one for child support arrearages, and one for day care reimbursement, and each schedule will be REDUCED TO JUDGMENT, collectible by any legal means, which will be STAYED, provided Defendant pays $217.00 per month towards his arrearages until they are paid in full. The District Attorney's Office may add that amount to the wage garnishment from Defendant's pay check every month. 3. Since Defendant did not provide medical insurance for the minor children in October, November, and December, 2015, and January, 2016, he shall reimburse Plaintiff the sum of $130.00 for the offset he was receiving to his child support every month to provide medical insurance for the children, in the amount of $520.00, which shall be REDUCED TO JUDGMENT. 4. Since Plaintiff was forced to obtain medical insurance for the minor children during the months of October, November, and December, 2015, and January, 2016, Defendant shall reimburse Plaintiff for half of the premium amount she was paying for the medical insurance for the children. Since Plaintiff was paying $280.00 per month for the medical insurance, with Defendant's share being $140.00 per month, he shall also reimburse

Plaintiff the sum of $560.00, which shall be REDUCED TO JUDGMENT. 5. Ms. Jacobson is awarded attorney fees in the amount of $250.00. 6. Ms. Jacobson shall prepare the Order. Defendant shall have fourteen (14) days to review and sign off on the order.

Parties Present
Return to Register of Actions

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CLERK OF THE COURT

ORDR
Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
Jacobson Law Office, Ltd.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

SARAH MAURICE,

PLAINTIFF,

VS.

JUSTIN MAURICE,

DEFENDANT.

Case No. **D-14-506883-D**
Dept. No. **Q**

ORDER

THIS MATTER having come on for hearing upon Defendant's Motion for Orders to Modify Child Support and/or Spousal Support and Plaintiff's opposition and countermotion thereto, Plaintiff, SARAH MAURICE (hereinafter "Sarah"), present and represented by Rachel M. Jacobson, Esq., of Jacobson Law Office, Ltd., and Defendant, JUSTIN MAURICE (hereinafter "Justin"), represented by in proper person, the Court having read the pleadings and papers on file herein, being fully advised in the premises and good cause appearing, and the parties having entered their stipulations on record, makes the following findings and Orders:

THE COURT FINDS that the parties met prior to the hearing and confirmed the following the terms of their agreement on records, and, pursuant to the stipulation of the parties,

IT IS HEREBY ORDERED THAT as the parties agreed to reduce the monthly child support obligation amount owed by Justin based upon Justin's representation that he currently earns $1,700 every two weeks, which calculates to a child support obligation of $920.00 per

month , effective January 2016, Justin shall pay to Sarah as and for child support for the parties' minor children, to wit: Savannah Maurice, date of birth April 27, 2007; and Emma Maurice, date of birth February 12, 2014, $920.00 per month.

IT IS HEREBY FURTHER ORDERED that, as the D.A. is currently garnishing Justin's wages, and Justin represents that three deductions have been made but Sarah has only received one check, Justin will review and rectify the situation with the D.A.'s office.

IT IS HEREBY FURTHER ORDERED that, commencing February 2016 and provided he begins to provide health insurance for the parties' minor children as presented, Justin shall receive an offset of $134.00 per month for health insurance for the minor children. (VT 11:22:40).

IT IS HEREBY FURTHER ORDERED that the two (2) Schedules of Arrears (arrears of child care to date in the amount of $4,690.94 and arrears of child support to date in the amount of $5,102.24) filed by Sarah and the total amounts therein are hereby reduced to judgment accruing interest and collectible by any legal means. The collection shall be stayed each month as long as Defendant pays $217.00 per month towards these arrearages until they are paid in full. The D.A. shall add that monthly amount toward the child support amount garnished per pay check.

IT IS HEREBY FURTHER ORDERED that, as Justin did not provide health insurance for the parties' children for the four months of October, November, December of 2015 and January of 2016, he shall reimburse Sarah $520.00 ($130.00 x 4) as and for the offset he was receiving for health insurance from his child support obligation. Further, as Sarah was the one who was forced to obtain health insurance for the parties' children as a result, Justin shall also reimburse Sarah for one-half of the amount she had been paying. Sarah will stop her coverage

beginning in February 2016, but, to date, that amount has been $282.00 per month. One-half of that amount is $141.00 per month and, for the four months Justin was not contributing, the total amount is $1,080.00 ($560.00 plus $520.00) for health insurance arrears. This amount is hereby also reduced to judgment accruing interest and collectible by any legal means which are stayed so long as Justin continues to pay the above-state amount toward arrears in addition to his child support obligation each month for a total arrears reduced to judgment amount of $10,873.18.

IT IS HEREBY FURTHER ORDERED that Justin shall pay a total of $1,003 per month in total, not including day care expenses from January 2016 forward, which amount is comprised of his $920 per month child support obligation; his $217 arrears payment (until the total amount of arrears $10,873.18 is paid in full); and together with an offset (commencing February 2016) of $134 as and for health insurance premium.

IT IS HEREBY FURTHER ORDERED that all other prior orders not specifically modified herein, including but not limited to the parties' obligations to equally bear the children's day care expenses, shall remain unmodified.

IT IS HEREBY FURTHER ORDERED that Sarah is awarded $250.00 as and for attorney's fees incurred herein. This amount is reduced to judgment and collectible by any legal means.

Mandatory Provisions

IT IS HEREBY FURTHER ORDERED that the parties, and each of them, are hereby placed on notice that, pursuant to *NRS 125.450*, a parent responsible for paying child support is subject to *NRS 31A.010* through *NRS 31A.340*, inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of wages and commissions for the delinquent payment of support, that these statutes and provisions require that, if a parent

responsible for paying child support is delinquent in paying the support of a child that such person has been ordered to pay, then that person's wages or commissions shall immediately be subject to wage assignment and garnishment, pursuant to the provisions of the above-referenced statutes.

IT IS HEREBY FURTHER ORDERED that the parties acknowledge that, pursuant to *NRS 125B.145*, an order for the support of a child must, upon the filing of a request for review by:

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

(b) a parent or legal guardian of the child,

be reviewed by the court at least every 3 years pursuant to this section to determine whether the order should be modified or adjusted. Further, if either of the parties is subject to an order of child support, that party may request a review pursuant the terms of *NRS 125B.145*. An order for the support of a child may be reviewed at any time on the basis of changed circumstances.

DATED: FEB 29 2016

DISTRICT COURT JUDGE CB

Respectfully submitted by:
JACOBSON LAW OFFICE, LTD.

Rachel M. Jacobson, Esq.
Nevada Bar No.: 007827
64 North Pecos Road, Ste. 200
Henderson, NV 89074
Telephone: (702) 601-0770
Attorney for Plaintiff

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CLERK OF THE COURT

NEO
Rachel M. Jacobson, Esq.
Nevada Bar No. 7827
JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
Telephone: 702/601-0770
Facsimile: 702/990-6445
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

SARAH MAURICE,

PLAINTIFF,

vs.

JUSTIN MAURICE,

DEFENDANT.

Case No. **D-14-506883-D**
Dept. No. **Q**

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an ORDER, attached hereto, was duly entered in the above-referenced case on the 29th day of February, 2016.

DATED this 3 day of March, 2016.

Respectfully Submitted by:
JACOBSON LAW OFFICE, LTD

RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE, LTD., and that on this 6th day of March, 2016, I caused the above and foregoing document entitled *NOTICE OF ENTRY OF ORDER* to be served as follows:

☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope upon which first class mail postage was prepaid in Henderson, Nevada;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via facsimile;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested.

To the party(s) listed below at the address, email address, and/or facsimile number indicated below:

Justin Maurice
108 Westin Lane
Henderson, Nevada 89002
jss0407@hotmail.com

An employee of JACOBSON LAW OFFICE, LTD.

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02/29/2016 09:14:21 AM

CLERK OF THE COURT

ORDR
Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
Jacobson Law Office, Ltd.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

SARAH MAURICE,
PLAINTIFF,
vs.
JUSTIN MAURICE,
DEFENDANT.

Case No. **D-14-506883-D**
Dept. No. **Q**

ORDER

THIS MATTER having come on for hearing upon Defendant's Motion for Orders to Modify Child Support and/or Spousal Support and Plaintiff's opposition and countermotion thereto, Plaintiff, SARAH MAURICE (hereinafter "Sarah"), present and represented by Rachel M. Jacobson, Esq., of Jacobson Law Office, Ltd., and Defendant, JUSTIN MAURICE (hereinafter "Justin"), represented by in proper person, the Court having read the pleadings and papers on file herein, being fully advised in the premises and good cause appearing, and the parties having entered their stipulations on record, makes the following findings and Orders:

THE COURT FINDS that the parties met prior to the hearing and confirmed the following the terms of their agreement on records, and, pursuant to the stipulation of the parties,

IT IS HEREBY ORDERED THAT as the parties agreed to reduce the monthly child support obligation amount owed by Justin based upon Justin's representation that he currently earns $1,700 every two weeks, which calculates to a child support obligation of $920.00 per

month , effective January 2016, Justin shall pay to Sarah as and for child support for the parties' minor children, to wit: Savannah Maurice, date of birth April 27, 2007; and Emma Maurice, date of birth February 12, 2014, $920.00 per month.

IT IS HEREBY FURTHER ORDERED that, as the D.A. is currently garnishing Justin's wages, and Justin represents that three deductions have been made but Sarah has only received one check, Justin will review and rectify the situation with the D.A.'s office.

IT IS HEREBY FURTHER ORDERED that, commencing February 2016 and provided he begins to provide health insurance for the parties' minor children as presented, Justin shall receive an offset of $134.00 per month for health insurance for the minor children. (VT 11:22:40).

IT IS HEREBY FURTHER ORDERED that the two (2) Schedules of Arrears (arrears of child care to date in the amount of $4,690.94 and arrears of child support to date in the amount of $5,102.24) filed by Sarah and the total amounts therein are hereby reduced to judgment accruing interest and collectible by any legal means. The collection shall be stayed each month as long as Defendant pays $217.00 per month towards these arrearages until they are paid in full. The D.A. shall add that monthly amount toward the child support amount garnished per pay check.

IT IS HEREBY FURTHER ORDERED that, as Justin did not provide health insurance for the parties' children for the four months of October, November, December of 2015 and January of 2016, he shall reimburse Sarah $520.00 ($130.00 x 4) as and for the offset he was receiving for health insurance from his child support obligation. Further, as Sarah was the one who was forced to obtain health insurance for the parties' children as a result, Justin shall also reimburse Sarah for one-half of the amount she had been paying. Sarah will stop her coverage

beginning in February 2016, but, to date, that amount has been $282.00 per month. One-half of that amount is $141.00 per month and, for the four months Justin was not contributing, the total amount is $1,080.00 ($560.00 plus $520.00) for health insurance arrears. This amount is hereby also reduced to judgment accruing interest and collectible by any legal means which are stayed so long as Justin continues to pay the above-state amount toward arrears in addition to his child support obligation each month for a total arrears reduced to judgment amount of $10,873.18.

IT IS HEREBY FURTHER ORDERED that Justin shall pay a total of $1,003 per month in total, not including day care expenses from January 2016 forward, which amount is comprised of his $920 per month child support obligation; his $217 arrears payment (until the total amount of arrears $10,873.18 is paid in full); and together with an offset (commencing February 2016) of $134 as and for health insurance premium.

IT IS HEREBY FURTHER ORDERED that all other prior orders not specifically modified herein, including but not limited to the parties' obligations to equally bear the children's day care expenses, shall remain unmodified.

IT IS HEREBY FURTHER ORDERED that Sarah is awarded $250.00 as and for attorney's fees incurred herein. This amount is reduced to judgment and collectible by any legal means.

Mandatory Provisions

IT IS HEREBY FURTHER ORDERED that the parties, and each of them, are hereby placed on notice that, pursuant to *NRS 125.450*, a parent responsible for paying child support is subject to *NRS 31A.010* through *NRS 31A.340*, inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of wages and commissions for the delinquent payment of support, that these statutes and provisions require that, if a parent

responsible for paying child support is delinquent in paying the support of a child that such person has been ordered to pay, then that person's wages or commissions shall immediately be subject to wage assignment and garnishment, pursuant to the provisions of the above-referenced statutes.

IT IS HEREBY FURTHER ORDERED that the parties acknowledge that, pursuant to *NRS 125B.145*, an order for the support of a child must, upon the filing of a request for review by:

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

(b) a parent or legal guardian of the child,

be reviewed by the court at least every 3 years pursuant to this section to determine whether the order should be modified or adjusted. Further, if either of the parties is subject to an order of child support, that party may request a review pursuant the terms of *NRS 125B.145*. An order for the support of a child may be reviewed at any time on the basis of changed circumstances.

DATED: FEB 29 2016

DISTRICT COURT JUDGE

Respectfully submitted by:
JACOBSON LAW OFFICE, LTD.

Rachel M. Jacobson, Esq.
Nevada Bar No.: 007827
64 North Pecos Road, Ste. 200
Henderson, NV 89074
Telephone: (702) 601-0770
Attorney for Plaintiff

HOFLAND & TOMSHECK
Bradley J. Hofland, Esq.
Nevada Bar Number: 6343
bradh@hoflandlaw.com
Dina DeSousa Cabral, Esq.
Nevada Bar Number: 15032
dinad@hoflandlaw.com
228 South 4th Street, 1st Floor
Las Vegas, Nevada 89101
Telephones: (702) 895-6760
Facsimile: (702) 731-6910
Attorney for Defendant, Justin Maurice

HOFLAND & TOMSHECK – Attorneys at Law
228 South 4th Street, First Floor
Las Vegas NV 89101
PH: (702) 895-6760 ◊ FAX: (702) 731-6910

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

SARAH MAURICE, Plaintiff, vs. JUSTIN MAURICE, Defendant.	) CASE NO.: D-14-506883-D) DEPT. NO.: Q)) **DEFENDANT'S NOTICE OF MOTION AND MOTION TO MODIFY THE CURRENT CUSTODIAL ARRANGEMENT; MODIFY CHILD SUPPORT; MODIFY CHILD TAX DEDUCTION; AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS; AND RELATED RELIEF.**)) **ORAL ARGUMENT REQUESTED**

TO: Plaintiff Sarah Maurice and your Attorney of Record:

YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the

undersigned will bring the above and foregoing Motion on for hearing before the Court at the courtroom of the above-entitled court, located at 601 N. Pecos Road, Las Vegas, Nevada, on the date and time set by the Court in Department Q of the above-entitled Court.

COMES NOW the Defendant, Justin Maurice ("Justin"), by and through his attorneys, Bradley J. Hofland, Esq. and Dina DeSousa-Cabral, Esq. of HOFLAND & TOMSHECK, and hereby moves the Court for an order:

1. Modifying child custody of Savanah Maurice and Emma Maurice to joint physical custody on a 2-2-3 schedule;
2. Modifying child support, and set support in accordance with *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), NRS 125B.070, NRS 125B.080 and NAC 425.15;
3. Modifying the child tax deduction so each party claims a minor child as a dependent on taxes each year;
4. Awarding Justin attorney's fees for the conduct of the Plaintiff Sarah Maurice that has caused this Motion to be filed with this Court; and
5. Addressing any further relief this court deems proper and necessary.

In support of this motion, Justin relies upon the following Memorandum of Points and Authorities, the attached declaration, as well as all papers and pleadings on file herein.

Dated this 17th day of September, 2020.

HOFLAND & TOMSHECK

By:/s/ Bradley J. Hofland
Bradley J. Hofland, Esq.
Nevada Bar No. 6343
Dina DeSousa-Cabral, Esq.
Nevada Bar No. 15032
228 South 4th Street, 1st Floor
Las Vegas Nevada 89101
Attorneys for Defendant Justin Maurice

MEMORANDUM OF POINTS AND AUTHORITIES

I.

Statement of Facts

On September 30, 2015, Defendant Justin Maurice ("Justin") and Plaintiff Sarah Maurice ("Sarah") were divorced. Because of Justin's work schedule at Yesco[1] at the time of the Decree and initial custodial determination, the Parties agreed that Sarah would be awarded primary custody of their two children born from their marriage, namely Savannah Maurice ("Savannah"), born April 27, 2007 and Emma Maurice ("Emma"), born February 12, 2014. Per the Decree and the Parties' agreement, Justin's visitation with Savannah and Emma is every other weekend from Friday after school or 3:00 p.m. if school is not in session. Per stipulation of the Parties on December 5, 2016, Justin's current child support obligation is $1,200 a month. Additionally, pursuant to the Decree, Sarah claims Savannah and Emma on her income taxes each year.

Since entry of the Decree, Justin has changed employment and currently works four (4) days per week (Monday through Thursday) from 8am to 4 pm, and works remotely from home. Additionally, since entry of the Decree, Sarah's hours have increased, as well as her income, and she works Monday through Friday. Sarah's work schedule does not allow her to get home from work until 6:00 p.m. As such, Savannah and Emma are necessarily being taken care of during the week by a third party[2]--despite the fact Justin is home and able to watch the girls and supervise their schooling (which is also currently being done remotely). Further, Justin's wife is home each day supervising her children's

[1] Justin worked with Sarah at Yesco where Sarah worked in HR and set Justin's work hours which enabled her to get primary custody of the minor children and once the divorce was final, Justin was laid off from Yesco.

[2] Sarah's friend, a police officer and works nights, has been watching Savannah and Emma during the day, however she spends the majority of the day sleeping.

schooling and could easily, and is willing to, also assist with Savannah's and Emma's schooling.

It should also be noted that in March, 2020, Justin took care of the minor children during the week when Sarah **was** at work. However, when Justin requested they change the custodial timeshare to joint custody on a 2-2-3 schedule[3], which eliminates and/or reduces the time the children must be cared for by others and ensures greater attention to their schooling, which is clearly in their best interests, Sarah retaliated and abruptly stopped having Justin take care of Savannah and Emma during the week while she was at work. Instead of agreeing to a schedule that benefits the children, she decided she would rather a third party watch the minor children—during the times Justin is not working and available for the children--and since school has started, this means a third party is now also supervising their remote education.

Because the facts of this case, applicable law, and best interests of the minor children, merit modification of the custodial timeshare to joint physical custody, the court will readily determine that the best interests of the minor children support the relief Justin requests. Accordingly, given the fact Justin's work schedule has changed, enabling him to be home with Savannah and Emma during the week and during school, Justin seeks modification of the custody and support provisions of the decree as well as requests the tax deductions for the minor children be shared.

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///

[3] Justin requests his custodial timeshare be Monday and Tuesday each week and every other weekend, Friday through Sunday.

II.
Legal Analysis

A. The Best Interests of Savannah and Emma Mandates Modification of the Current Custodial Schedule.

The law is clear that a change in custody or visitation is warranted when: (1) the circumstances of the child or family unit as a whole have been substantially changed; and (2) the modification is in the best interest of the child under the factors set forth in NRS 125.480(4). *Ellis v. Carucci*, 123 Nev. 145, 161 P.3d 239 (2007). The Court's paramount consideration in making decisions pertaining to custody and support of minor children must be the welfare of the minor children. *Culbertson v. Culbertson*, 91 Nev. 230, 533 P.2d 768 (1974). Moreover, the guiding principle in the court's exercise of its discretion in cases affecting the rights and welfare of the minor children is the best interests and the welfare of the minor children whose rights are involved. *Frenkell v. Frenkell*, 86 Nev. 397, 469 P.2d 701 (1970). Broad discretion is given to the Court in decisions regarding custody so as to promote the best interests of the minor children, not the rights of the Parties. *Atkins v. Atkins*, 50 Nev. 333, 259 P.2d 288 (1927).

Furthermore, the law is clear that preference must not be given to either parent for the sole reason that the parent is the mother or the father of the child. NRS §125C.0035(2). Indeed, when determining custody of minor children, joint custody shall be awarded unless the best interests of the children dictate otherwise.

In *Troxel v. Granville*, 530 U.S. 57 (2000), the United States Supreme Court emphasized the presumption that "a fit parent acts in the best interests of their children." Such action was undertaken and effectuated when the parties engaged in a settlement conference and reached a custodial agreement. By the same token, the parties have made a subsequent determination that modifies/changes the initial custodial determination in order to meet the best

interests of their children.

Indeed, our Nevada Supreme Court has repeatedly held "[p]arties are free to agree to child custody arrangements and those agreements are enforceable if they are not unconscionable, illegal, or in violation of public policy."[4]

Clearly, the Parties agreed to Sarah being awarded primary custody[5] of Savannah and Emma based upon the belief and expectation that Justin would continue to work at Yesco and not have the ability—despite his desire—to spend additional time with the children. At that time, Savannah was eight (8) and Emma was one (1) years of age. Savannah is now thirteen (13) and Emma is six (6) years of age and both minor children are in school. Clearly, since the above referenced custodial determination, there has been a significant change of circumstances that materially affect the minor children and necessitate a change/modification of the custodial designation.

When determining the best interest of the child NRS §125C.0035 directs the court to consider a number of factors with any custodial determination. Among those, relevant to the matter at hand, are:

a. ***The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his or her custody. NRS §125C.0035(4)(a).***

Emma is 6 years old and Savannah is 13 years old. Savannah is of sufficient age and capacity to form an intelligent preference as to her custody and visitation. The minor children have conveyed their preference of wanting to spend more time with their father rather than with a third party. This factor favors Justin and the modification of the current custodial timeshare.

[4] *See, e.g. Rivero v. Rivero*, 125 Nev. 410, 195 P.3d 328 (2009).

[5] In must be noted at the time of entry of the decree Justin was not represented by counsel and the stipulated decree was prepare by Sarah's counsel.

b. *Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent. NRS §125C.0035(4)(c).*

Justin has always encouraged and supported Savannah and Emma to have a strong relationship with both parents. Justin agreed to Sarah having primary custody of the minor children given their ages at the time of the Decree as well as Justin's work schedule. Sarah was agreeable to Savannah and Emma spending more time with Justin when he began working remotely two of the four work days in March, 2020. However, when Justin recognized the benefit to the children and expressed his desire for joint physical custody, Sarah retaliated and disallowed the minor children to have additional time with Justin during the week. As such, the Parties' actions reveal that Justin is the parent who ensures frequent associations and is the parent who ensures the needs of Savannah and Emma are met.

On the other hand, Sarah would prefer that Savannah and Emma be taken care of by a third party rather than by their father. Sarah's conduct establishes that she is not the parent who will allow frequent associations and a continuing relationship between Savannah and Emma and their father. It is believed that Sarah has decided she want to remain Savannah's and Emma's primary physical custodian so she can continue to receive child support regardless of the detriment such a position has upon the minor children. Thus, this factor favors Justin and the modification of the current custodial timeshare.

c. *Level of conflict between the parties. NRS §125C.0035(4)(d).*

Justin is loving and exceptionally attentive to the needs of the Savannah and Emma. Justin believes it is best to avoid conflict, especially when it affects Savannah and Emma, but as long as Sarah continues to ignore what is best for Savannah and Emma, coupled with her continuing desire to frustrate and thwart a frequent, meaningful and strengthening relation between the minor children and their father, the conflict will remain. Sadly, because of Sarah's focus on what financially benefits her, she does not recognize, or more troubling—does not

care about, the detriment her position has upon the children. The law supports Justin's request for joint physical custody. Thus, this factor also favors Justin and the modification of the current custodial timeshare.

d. *Ability of the parents to cooperate to meet the needs of the child. NRS §125C.0035(4)(e).*

The Parties have the ability to cooperate to meet the needs of Savannah and Emma, but Sarah has made it clear that she is unwilling to do so if child support is going to be reduced as a result of such accommodation. In other words, Sarah believes the emotional and educational benefits to the children can be neglected if doing so financially benefits Sarah. Justin has shown that he is a suitable caregiver and will cooperate to meet the needs of Savannah and Emma. More upsetting is Sarah's willingness to gamble Savannah's and Emma's best interests to prevent Justin from having more time with minor children and being a stable and constant party of Savannah's and Emma's lives. The best interests of Savannah and Emma warrant a modification of the current custodial arrangement to allow Savannah and Emma to spend equal time with both parents.

e. *Mental and physical health of the parties. NRS §125C.0035(4)(f).*

Both Parties are health and have the ability to properly car for Savannah and Emma. Sarah's refusal to recognize Savannah's and Emma's need for Justin as their joint physical custodian, as well as his (and the children's) unequivocal preference for the same, raises concern to the mental state of Sarah. As long as she remains under the belief that she alone is able to determine the custodial arrangement that will be followed by the Parties, her unreasonableness will continue to impact the minor children's well-being. There can be no dispute that based upon Sarah's behavior modification of the current custodial schedule is warranted. This factor clearly favors Justin and the modification of the current custodial arrangement.

f. *The physical, developmental and emotional needs of the child. NRS §125C.0035(4)(g).*

Savannah's and Emma's physical, development and emotional needs are typical of children their age. Justin has proven himself capable of recognizing and satisfying those needs. Having the ability to avail themselves to the love, care and guidance of both parents on a regular and frequent bases is in Savannah's and Emma's best interests and preventing them from doing so is undeniably not in their best interest. Justin wants Savannah and Emma to have a loving and significant bond with both parents. This factor certainly favors Justin and the modification of the current custodial arrangement.

g. *The nature of the relationship of the child with each parent. NRS §125C.0035(4)(h).*

Savannah and Emma have a relationship with both parents and they love both of them dearly. Justin wants the relationship Savannah and Emma have with both parents to continue to grow and strengthen; to be a reliable and constant source of strength and support as they continue through challenges, joys and experiences life has for them, whereas Sarah's focus is financial rather than the best interests of the children. With the increasing presence of peer pressure especially for Savannah in her teenage years, parental involvement is critical.

Additionally, NRS 125.460 describes the policy of this State as one that ensures "minor children have frequent associations and a continuing relationship with ***both*** parents." Likewise, NRS 125.480 opens with the directive that the "***sole consideration*** of the court" in custody cases must be that of the "best interest of the child[ren]."

Based upon the substantial change of circumstances, that clearly affect the well-being of the children, coupled with consideration to the best interest factors enumerated in NRS 125C.0035, Justin has set forth a prima facia case to modify

the current custodial order under *Rooney*[6] designating him and Sarah as joint physical custodians of Savannah and Emma. This factor plainly favors Justin and the modification of the current custodial timeshare.

h. *Whether either parent has engaged in an act of domestic violence against the parent of the child. NRS §125C.0035(4)(k).*

Not applicable.

i. *Whether either parent or any other person seeking physical custody has engaged in an act of domestic violence against the child, a parent of the child or any other person residing with the child.* NRS §125C.0035(4)(k).

Not applicable

Accordingly, for the best interest of Savannah and Emma, Justin reasonably requests modification of the current custodial timeshare to joint physical custody of the minor children.

B. The modification of the current custodial schedule warrants a modification of child support.

With the modification of the current custodial schedule, as joint custodians, child support must necessarily be modified and should be set in accordance with *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), NRS 125B.070, NRS 125B.080 and NAC 425.15. Justin has always been willing to support his children and remains intent on providing for the children's needs. Sarah has shown she is willing to sacrifice the best interests of the children if that means Justin's child support will not be reduced.

C. Modification of the child tax deduction is warranted.

With the modification of the current custodial schedule, as joint custodians, the child tax deduction must necessarily be modified so the Parties share the tax deduction each year.

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[6] *Rooney v. Rooney*, 109 Nev. 540 (Nev. 1993).

D. Russell is entitled to an award of attorney's fees and costs.

In *Barney v. Mt. Rose Heating & Air Conditioning,* 192 P.3d 730, 736 (2008) citing *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969), the Court enumerated factors that the district court should consider in awarding attorney fees, with no one factor controlling, as follows:

> (1) the advocate's qualities, including ability, training, education, experience, professional standing, and skill;
>
> (2) the character of the work, including its difficulty, intricacy, importance, as well as the time and skill required, the responsibility imposed, and the prominence and character of the parties when affecting the importance of the litigation;
>
> (3) the work performed, including the skill, time, and attention given to the work; and
>
> (4) the result--whether the attorney was successful and what benefits were derived.

Justin has met the factors outlined in *Brunzell*. Justin's counsel is qualified and has considerable experience, ability and training in the field of family law litigation. It is the responsibility of Justin's counsel to finalize outstanding issues to ensure Justin's rights are preserved and litigated, and more importantly, that minor children's best interests remain paramount. Justin's counsel was attentive to work performed. Accordingly, based upon the foregoing, it is not only fair, but also reasonable under the circumstances that Sarah be responsible for Justin's reasonable attorney fees and costs in the sum of $3,500.

IV.
Conclusion

Based upon the above, the safety and best interests of the children call for the immediate modification of the custodial arrangement. Justin respectfully requests that this Court enter an Order:

1. Modifying child custody of Savanah Maurice and Emma Maurice to joint physical custody on a 2-2-3 schedule;
2. Modifying child support, and set support in accordance with *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), NRS 125B.070, NRS 125B.080 and NAC 425.15;
3. Modifying the child tax deduction so each party claims a minor child as a dependent on taxes each year;
4. Awarding Justin attorney's fees for the conduct of the Plaintiff Sarah Maurice that has caused this Motion to be filed with this Court; and
5. Addressing any further relief this court deems proper and necessary.

Dated this 17th day of September, 2020.

HOFLAND & TOMSHECK

By:/s/ Bradley J. Hofland
Bradley J. Hofland, Esq.
Nevada Bar No. 6343
Dina DeSousa-Cabral, Esq.
Nevada Bar No. 15032
228 South 4th Street, 1st Floor
Las Vegas Nevada 89101
Attorneys for Defendant Justin Maurice

DECLARATION OF JUSTIN MAURICE

I, Justin Maurice, hereby state and declare as follows:

1. That I am the Defendant in this action and I am competent to testify as to the matters stated herein.

2. I have read the foregoing motion and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.

DATED this 17th day of September, 2020.

/s/ Justin Maurice
Justin Maurice

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Hofland & Tomsheck, that Pursuant to NRCP 5(b) and EDCR 7.26, I certify that on the 17th day of September, 2020, I served the **DEFENDANT'S NOTICE OF MOTION AND MOTION FOR MODIFY THE CURRENT CUSTODIAL ARRANGEMENT: MODIFY CHILD SUPPORT; MODIFY CHILD TAX DEDUCTION; AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS; AND RELATED RELIEF.** on the following parties by E-Service through Odyssey and/or U.S. mail addressed as follows:

Jacobson Law Office, Ltd.
64 North Pecos Road, Suite 200
Henderson, NV 89074
Attorney for Plaintiff

By: */s/ Nikki Woulfe*
Employee of Hofland & Tomsheck

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

SARAH MAURICE
Plaintiff/Petitioner

v.

JUSTIN MAURICE
Defendant/Respondent

Case No. D-14-506883-D

Dept. Q

MOTION/OPPOSITION FEE INFORMATION SHEET

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

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

X **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

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

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

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

The total filing fee for the motion/opposition I am filing with this form

☐ is ☐ **$0** X **$ 25** ☐ **$57** ☐ **$82** ☐ **$129** **$154**

Party filing Motion/Opposition: JUSTIN MAURICE Date 9/17/2020

Signature of Party or Preparer /s/ NIKKI WOULFE

Electronically Filed
9/18/2020 2:23 PM
Steven D. Grierson
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA
****

Sarah Maurice, Plaintiff vs. Justin Maurice, Defendant.	Case No.: D-14-506883-D Department Q

NOTICE OF HEARING

Please be advised that the Deft's Notice of Motion and Motion to Modify the Current Custodial Arrangement; Modify Child Support; Modify Child Tax Deduction; And for an Award of Attorney's Fees and Costs; And Related Relief in the above-entitled matter is set for hearing as follows:

Date: October 27, 2020

Time: 9:00 AM

Location: Courtroom 01
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/ Tonya Mulvenon
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/ Tonya Mulvenon
Deputy Clerk of the Court

FDF
Name: Bradley J. Hofland
Address: 228 S. 4th Street, 1st Floor
Las Vegas, Nevada 89101
Phone: (702) 895-6760
Email: bradh@hoflandlaw.com
Attorney for Defendant Justin Maurice
Nevada State Bar No. 6343

Eighth Judicial District Court
Clark County, Nevada

SARAH MAURICE **Plaintiff,** **vs.** JUSTIN MAURICE **Defendant.**	**Case No.** D-14-506883-D **Dept.** Q

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? *(first, middle, last)* JUSTIN PAUL MAURICE
2. How old are you? 38 3. What is your date of birth? 11/04/1981
4. What is your highest level of education? HS DIPLOMA

B. Employment Information:

1. Are you currently employed/ self-employed? *(☑ check one)*
   ☐ No
   ☑ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
05/2016	RITI	Facilities Manager	M-TH	8am-4pm

2. Are you disabled? *(☑ check one)*
   ☑ No
   ☐ Yes If yes, what is your level of disability? _____
   What agency certified you disabled? _____
   What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____
Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 8/29/2020 my gross year to date pay is 51996.00.

B. Determine your Gross Monthly Income.

Hourly Wage

$33.00	×	40.00	=	$1,320.00	×	52	=	$68,640.00	÷	12	=	$5,720.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	$0.00
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			$0.00

Total Average Gross Monthly Income (add totals from B and C above)	**$5,720.00**

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	1,320.00
2.	Federal Health Savings Plan	
3.	Federal Income Tax	518.80
4.	Health Insurance — Amount for you: ____ For Opposing Party: ____ For your Child(ren): ____	0.00
5.	Life, Disability, or Other Insurance Premiums	48.48
6.	Medicare	90.21
7.	Retirement, Pension, IRA, or 401(k)	288.11
8.	Savings	
9.	Social Security	385.74
10.	Union Dues	
11.	Other: (Type of Deduction)	
	Total Monthly Deductions (Lines 1-11)	2,651.34

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
$ 1,023.00

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent	Monthly	1,023.00	1,023.00
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
	Total Average Business Expenses		1,023.00

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me	Other Party	For Both
Alimony/Spousal Support				
Auto Insurance	200.00	✓		
Car Loan/Lease Payment	450.00	✓		
Cell Phone	100.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc…	50.00	✓		
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric	200.00	✓		
Food (groceries & restaurants)	1,000.00	✓		
Fuel	400.00	✓		
Gas (for home)	60.00	✓		
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	120.00	✓		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	1,950.00	✓		
Pest Control				
Pets	300.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer	20.00	✓		
Student Loans				
Unreimbursed Medical Expense				
Water	40.00	✓		
Other:				
Total Monthly Expenses	4,890.00			

Household Information

A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1st	Savannah Maurice	04/27/07	both	yes	no
2nd	Emma Maurice	02/12/14	both	yes	no
3rd	Ryleigh Swank	04/07/07	me	no	no
4th	Max	08/26/10	me	no	no

B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment	200.00	200.00		
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation	10.00	10.00		
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	**210.00**	**210.00**	**0.00**	**0.00**

C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Casey Maurice	32	spouse	$ 1,950.00

Household Information

A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1st	Kolton Swank	4/29/15	me	no	no
2nd	Karson Swank	4/29/15	me	no	no
3rd					
4th					

B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	**0.00**	**0.00**	**0.00**	**0 00**

C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		$	-	$	=	$ 0.00	
2.		$	-	$	=	$ 0.00	
3.		$	-	$	=	$ 0.00	
4.		$	-	$	=	$ 0.00	
5.		$	-	$	=	$ 0.00	
6.		$	-	$	=	$ 0.00	
7.		$	-	$	=	$ 0.00	
8.		$	-	$	=	$ 0.00	
9.		$	-	$	=	$ 0.00	
10.		$	-	$	=	$ 0.00	
11.		$	-	$	=	$ 0.00	
12.		$	-	$	=	$ 0.00	
13.		$	-	$	=	$ 0.00	
14.		$	-	$	=	$ 0.00	
15.		$	-	$	=	$ 0.00	
Total Value of Assets (add lines 1-15)		**$ 0.00**	-	**$ 0.00**	=	**$ 0.00**	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		$	
2.		$	
3.		$	
4.		$	
5.		$	
6.		$	
Total Unsecured Debt (add lines 1-6)		**$ 0.00**	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I *(have/have not)* have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of $5,000.00 on my behalf.
3. I have a credit with my attorney in the amount of $_____.
4. I currently owe my attorney a total of $_____.
5. I owe my prior attorney a total of $ _____.

IMPORTANT: Read the following paragraphs carefully and initial each one.

_____ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

_____ **I have attached a copy of my 3 most recent pay stubs to this form.**

_____ **I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.**

_____ **I have not attached a copy of my pay stubs to this form because I am currently unemployed.**

_____ _____
Signature Date

10/1/2020

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on *(date)* 10/01/2020, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

☑ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

Rachel Jacobson, Esq., reli@jacobsonlawltd.com; Carol Beitler, jakobslaw@gmail.com

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: _____

Executed on the 1st day of October, 2020.

/s/ Nikki Woulfe

Signature

FNB [illegible]

Earnings Statement

ADP

REMOTE IMAGERY TECHNOLOGIES, INC
4511 WEST CHEYENNE AVE., SUITE 901
NORTH LAS VEGAS, NV 89032

Period Beginning: 08/16/2020
Period Ending: 08/29/2020
Pay Date: 09/11/2020

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 1
NV: No State Income Tax

JUSTIN P. MAURICE
2150 BABYLON MILL STREET
HENDERSON NV 89002

Earnings	rate	hours	this period	year to date
Regular	33.0000	41.00	1,353.00	24,849.00
COVA	33.0000	40.00	1,320.00	20,262.00
Site Allow			80.00	1,260.00
Excuseabsence				577.50
Holiday				2,640.00
Misc Earnings				15.00
Sick				759.00
Vacation				1,633.50
Gross Pay			$2,753.00	51,996.00

Deductions	Statutory		
	Federal Income Tax	-231.48	4,361.43
	Social Security Tax	-171.20	3,232.60
	Medicare Tax	-40.04	756.01
	Other		
	Child Support	-609.23	11,575.37
	Child Support	-2.00	38.00
	Std	-21.21	402.99
	401K	-82.59*	1,559.45
	401K Loan	-44.64	848.16
	Net Pay	$1,550.61	
	Checking	-1,550.61	
	Net Check	$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are $2,678.71

Other Benefits and Information	this period	total to date
G.T.L.	8.30	157.70
Sick Balance		47.12
Vac Balance		100.68

Important Notes
BASIS OF PAY: HOURLY

Time Card Detail

DATE	IN	OUT	IN	OUT	TOTAL
MON 08/17	COVA				10.00
TUE 08/18	7:00AM	5:30PM			10.00
WED 08/19	7:00AM	6:30PM			11.00
THU 08/20	COVA				10.00
MON 08/24	COVA				10.00
TUE 08/25	7:00AM	5:30PM			10.00
WED 08/26	7:00AM	5:30PM			10.00
THU 08/27	COVA				10.00

REMOTE IMAGERY TECHNOLOGIES, INC
4511 WEST CHEYENNE AVE., SUITE 901
NORTH LAS VEGAS, NV 89032

Advice number: 00000370028
Pay date: 09/11/2020

Deposited to the account of	account number	transit ABA	amount
JUSTIN P. MAURICE	xxxxxx9060	xxxx xxxx	$1,550.61

NON-NEGOTIABLE

Earnings Statement

REMOTE IMAGERY TECHNOLOGIES, INC
4511 WEST CHEYENNE AVE., SUITE 901
NORTH LAS VEGAS, NV 89032

Period Beginning: 08/02/2020
Period Ending: 08/15/2020
Pay Date: 08/28/2020

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 1
NV: No State Income Tax

JUSTIN P. MAURICE
2150 BABYLON MILL STREET
HENDERSON NV 89002

Earnings	rate	hours	this period	year to date
Regular	33.0000	60.00	1,980.00	23,496.00
COVA	33.0000	30.00	990.00	18,942.00
Site Allow			120.00	1,180.00
Excuseabsence				577.50
Holiday				2,640.00
Misc Earnings				15.00
Sick				759.00
Vacation				1,633.50
	Gross Pay		**$3,090.00**	49,243.00

Deductions	Statutory		
	Federal Income Tax	-270.71	4,129.95
	Social Security Tax	-192.10	3,061.40
	Medicare Tax	-44.92	715.97
	Other		
	Child Support	-609.23	10,966.14
	Child Support	-2.00	36.00
	Std	-21.21	381.78
	401K	-92.70*	1,476.86
	401K Loan	-44.64	803.52
	Net Pay	**$1,812.49**	
	Checking	-1,812.49	
	Net Check	**$0.00**	

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $3,005.60

Other Benefits and Information	this period	total to date
G.T.L.	8.30	149.40
Sick Balance		44.04
Vac Balance		94.52

Important Notes

BASIS OF PAY: HOURLY

Time Card Detail

DATE	IN	OUT	IN	OUT	TOTAL
MON 08/03	COVA				10.00
TUE 08/04	7:00AM	5:30PM			10.00
WED 08/05	7:00AM	5:30PM			10.00
THU 08/06	COVA				10.00
FRI 08/07	7:00AM	5:30PM			10.00
MON 08/10	7:00AM	5:30PM			10.00
TUE 08/11	7:00AM	5:30PM			10.00
WED 08/12	7:00AM	5:30PM			10.00
THU 08/13	COVA				10.00

REMOTE IMAGERY TECHNOLOGIES, INC
4511 WEST CHEYENNE AVE., SUITE 901
NORTH LAS VEGAS, NV 89032

Advice number: **00000350028**
Pay date: 08/28/2020

Deposited to the account of	account number	transit	ABA	amount
JUSTIN P. MAURICE	xxxxxx9060	xxxx	xxxx	$1,812.49

NON-NEGOTIABLE

Earnings Statement

REMOTE IMAGERY TECHNOLOGIES, INC
4511 WEST CHEYENNE AVE., SUITE 901
NORTH LAS VEGAS, NV 89032

Period Beginning: 07/19/2020
Period Ending: 08/01/2020
Pay Date: 08/14/2020

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 1
NV: No State Income Tax

JUSTIN P. MAURICE
2150 BABYLON MILL STREET
HENDERSON NV 89002

Earnings	rate	hours	this period	year to date
Regular	33.0000	40.00	1,320.00	21,516.00
COVA	33.0000	40.00	1,320.00	17,952.00
Site Allow			80.00	1,060.00
Excuseabsence				577.50
Holiday				2,640.00
Misc Earnings				15.00
Sick				759.00
Vacation				1,633.50
Gross Pay			$2,720.00	46,153.00

Deductions	Statutory		
Federal Income Tax	-227.64	3,859.24
Social Security Tax	-169.15	2,869.30
Medicare Tax	-39.56	671.05
Other		
Child Support	-609.23	10,356.91
Child Support	-2.00	34.00
Std	-21.21	360.57
401K	-81.60*	1,384.16
401K Loan	-44.64	758.88
Net Pay	$1,524.97	
Checking	-1,524.97	
Net Check	$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are $2,646.70

Other Benefits and Information	this period	total to date
G.T.L.	8.30	141.10
Sick Balance		40.96
Vac Balance		88.36

Important Notes

BASIS OF PAY: HOURLY

Time Card Detail

DATE	IN	OUT	IN	OUT	TOTAL
MON 07/20	COVA				10.00
TUE 07/21	7:00AM	5:30PM			10.00
WED 07/22	7:00AM	5:30PM			10.00
THU 07/23	COVA				10.00
MON 07/27	COVA				10.00
TUE 07/28	7:00AM	5:30PM			10.00
WED 07/29	7:00AM	5:30PM			10.00
THU 07/30	COVA				10.00

REMOTE IMAGERY TECHNOLOGIES, INC
4511 WEST CHEYENNE AVE., SUITE 901
NORTH LAS VEGAS, NV 89032

Advice number: 00000330028
Pay date: 08/14/2020

Deposited to the account of	account number	transit ABA	amount
JUSTIN P. MAURICE	xxxxxx9060	xxxx xxxx	$1,524.97

Electronically Filed
10/1/2020 11:13 PM
Steven D. Grierson
CLERK OF THE COURT

OPPC

RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
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64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

SARAH MAURICE,

Plaintiff,

vs.

JUSTIN MAURICE,

Defendant.

Case No. **D-14-506883-D**
Dept. No. **Q**

Date of Hearing: 10/27/2020
Time of Hearing: 9:00 AM

ORAL ARGUMENT REQUESTED

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO MODIFY CUSTODY, CHILD SUPPORT, CHILD TAX DEDUCTION, FOR AN AWARD OF ATTORNEY'S FEES AND COSTS, AND RELATED RELIEF; AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS

COMES NOW Plaintiff, SARAH MAURICE ("Plaintiff" and/or "Sarah"), by and through her attorney Rachel M. Jacobson, Esq., of Jacobson Law Office, Ltd., and hereby submits her Opposition and Countermotion to Defendant JUSTIN MAURICE's ("Defendant" and/or "Justin"), Motion filed September 17, 2020 as set forth below.

This Opposition and Countermotion is made and based upon the pleadings on file herein, any exhibits filed herein, and the oral argument that may be adduced at the time of hearing of this matter.

Sarah respectfully requests this Court enter orders granting the following relief:

1. For an Order denying Defendant's Motion in its entirety;
2. For a behavioral order limiting Justin's alcohol consumption while the girls are in his care, preventing Justin from disparaging Sarah to the parties' children, and/or telling them inappropriate and/or damaging information with them;
3. For an award of reasonable attorney's fees and costs to the Plaintiff in defending this action; and
4. For such further relief as deemed appropriate in the premises.

DATED this 1st day of October 2020.

JACOBSON LAW OFFICE, LTD

_____

Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

I.

BACKGROUND AND STATEMENT OF RELEVANT FACTS

The parties to this action divorced in September of 2015. Together the parties have two minor children: Savannah Maurice, born April 27, 2007; and Emma Maurice, born February 12, 2014. Prior to their divorce, the parties separated in September of 2014. Sarah filed the underlying Complaint for Divorce in December of 2014. After several filings and hearings, the parties ultimately entered a stipulated Decree of Divorce on September 30, 2015. This Decree marks the last custodial order in this matter.

As provided in the parties' Decree of Divorce, in relevant part, primary physical custody was confirmed upon Sarah and Justin's visitation was set every other weekend from Friday after school or 3:00 p.m. if no school to Sunday at 6:00 p.m. The Decree also set Justin's child support obligation at $1,260 per month. And Sarah shall claim the minor children on her income taxes every year.

Three months after entry of the Decree, Justin filed a motion to modify child support claiming that his income had changed by more than 20% and Justin sought to lower his monthly obligation to $680.00. At the January 2016 hearing upon Justin's motion and Sarah's opposition and countermotion, the parties represented to the Court their agreement to lower Justin's child support obligation to $920 per

month effective January 2016. Further, provided he began to provide health insurance for the parties' children, Justin was to receive an offset of $134.00 each month.[1] The Court also ordered that Sarah was awarded $5,102.24, reduced to judgment, as and for Justin's child support arrears. Collection was stayed so long as Justin paid $217.00 per month toward the arrearages until paid in full. The D.A. was instructed to add this amount to the child support amount to be garnished from Justin's pay checks. Justin was also ordered to pay to Sarah an additional $1,080 stemming from his failure to provide health insurance for the parties' children.[2]

On December 5, 2016, the parties filed their Stipulation and Order increasing Justin's child support obligation to $1,200 per month as his income increased to $5,252 per month. The parties further agreed that Justin shall provide health insurance for the parties' children with no offset to his support obligation (as there is no additional charge to cover the girls). And, as Justin failed to pay his portion of the childcare costs, the parties agreed that his arrearages of $3,950.50 were reduced to judgment with the D.A. to add $350.50 to Justin's current monthly arrears payments. This Stipulation and Order also specifically left all other previous order intact.

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[1] *See* Order filed February 29, 2016.

[2] *Id*. at page 3, line 3.

On July 26, 2017, the parties filed a document entitled Partial Payment for Property Equalization stating that Justin had paid to Sarah some of the equalization payment obligation Justin was to pay to Sarah pursuant to the terms of the parties' Decree of Divorce. The document further stated that Justin had a remaining balance of $10,000 toward this payment obligation.

To date, Justin has not paid this remaining equalization obligation, nor has he paid to Sarah the arrearages ordered by this Court.

Since the entry of the parties' Decree of Divorce, Sarah has demonstrated a willingness to work with Justin and has agreed to lower his obligations when he so requested. Likewise, Sarah has accommodated Justin's request regarding the children. During the first week of school, Sarah agreed for the girls to attend school at Justin's residence. This agreement was only regarding the first week of school. As Justin has remarried, his wife (who has 4 other children of varying ages) was available to assist the parties' children assimilate into the new on-line school arrangement during the first week of school. This agreement, however, has backfired. Not only have the girls encountered chaos in Justin's home during school hours, Justin began demanding this arrangement on a regular basis. The children's nanny started the following week. She comes to Sarah's home on Mondays, Tuesdays and Wednesdays and is committed to supervising the girls' school attendance and compliance. The girls know her and are comfortable with

her. She has provided nanny services, babysitting, and help with school pickups/drop offs for over two and a half years while Justin and his current wife have only been together a total of one year. Moreover, Justin's wife has not provided adequate care for the parties' daughters. For example, Savannah has overheard Justin's wife bribing the parties' younger daughter, Emma, to get her to say she wants to stay at their house. When Sarah brought this up to Justin, Justin expressed that he knew nothing about it; thus, it appears Justin is not aware of what his wife is telling the parties' minor children. Justin's wife has also disparaged Sarah and undermined her parenting to the girls. She tells the girls that Sarah is too harsh and that she needs to learn how to choose her battles. Moreover, Justin's wife has allowed Savannah to try alcohol on more than one occasion. Despite this, Sarah has continually attempted to cooperate with Justin.

In further efforts to work with Justin, as the schools closed following COVID related restrictions, Justin and Sarah agreed that, temporarily, the girls would visit with Justin during the day several days a week. This arrangement commenced on March 16, 2020 and lasted three weeks. On April 3, 2020, Justin and Savannah had an altercation wherein Savannah feared for her safety. Savannah texted Sarah explaining that her dad had been drinking a lot and she

heard him calling the five-year-old twins "little pussies."[3] Savannah stated that the boys were upset and were crying but Justin kept yelling at them. When Savannah asked Justin to stop and to calm down, he directed his anger at her. Shortly after her text, Savannah also called Sarah.

Savannah told Sarah that she would be coming home. Savannah would not tell Sarah why. Savannah was indeed dropped off at Sarah's home. Justin's wife brought Savannah to Sarah. In doing so, she provided no explanation and neither did Justin. Sarah learned from Savannah what had happened.

Savannah advised Sarah that Justin had followed Savannah to her room. Justin then got in Savannah's face and told her she could never talk to him that way and that she should be thanking him for saving her life. Justin told Savannah that, when her mom was pregnant with her, she was going to be aborted and that her mom did not want her. Understandably, Savannah was extremely hurt and upset. Justin scared Savannah by getting in her face and being visibly intoxicated. Savannah began refusing to visit with Justin in his home and the girls expressed that they did not feel safe in his care. Further, Justin expressed indifference to the

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[3] Sadly, Justin also frequently disparages his wife's children. In addition to calling her 5-year-old twins "little pussies" (and in front of the parties' children) he is constantly yelling at his wife's 13 year old daughter. At one point she yelled back and said "you're not my Dad; I don't have to listen to you!" And Justin cruelly replied, "well your dead Daddy isn't here is he?" This was a reference to the child's deceased father.

emotional trauma he caused Savannah. When Sarah asked Justin why he would tell Savannah something so hurtful, he simply stated that Savannah needed to know her mom is not as perfect as she thought. After this incident, Sarah did not feel it was in the girls' best interest to visit Justin on his non-visitation days. Now, in his efforts to reduce his child support obligation and apparently claim the parties' daughters on his returns, Justin is attempting to utilize Sarah's flexibility in parenting to buttress his argument for a custodial modification. But, as mentioned above, Justin exercised additional visitation during a three-week period in March of 2020.

Specifically, Justin is now asking the Court to modify the custodial designation to that of joint. In support of his request, Justin argues that his alternating weekend visitation schedule was the result of his previous work hours. This is not true. As the Court will please recall, Justin was not visiting the girls even on his time off. And though the prior orders allowed Justin to pick up the girls from school, he failed to do so – even though he would get off of work at *1:00 p.m.* allowing him plenty of time to be with the girls but he, instead, elected to have them remain in school. As such, Sarah had no choice but to put them in daycare/after school care. In any event, Justin's "new" job is not so new as he has had the same job since May of *2016*. Justin's allegation that Sarah's work hour

have increased is also not true as Sarah has had the same schedule the entire 15 years she has been working for her employer.

II.

LEGAL ARGUMENT

The parties' minor children have remained in Sarah's primary care since the parties' separation in September of 2014. As such, any request to modify custody should be reviewed under *Ellis v. Carucci*, 123 Nev. 145, 161 P.3d 239 (2007).

Pursuant to *Ellis*, modification of primary physical custody is warranted only when (1) the party seeking a modification proves there has been a substantial change in circumstances affecting the welfare of the children and (2) the children's best interests are served by the modification. Justin's current motion fails to meet either prong.

As presented above, the minor children have remained in Sarah's primary care since September of 2014. Since that time, the parties' children have visited with Justin on alternating weekends. Because Sarah was flexible and attempted to work with Justin (until he accosted and emotionally traumatized their children) in March of 2020, Justin feels he has established grounds to bring forth a motion to modify custody. But Justin's allegations do not meet the threshold requirement as he fails to demonstrate that there has been a substantial change in circumstances affecting the welfare of the parties' minor children.

Further, pursuant to *Rooney v. Rooney*, 109 Nev. 540, 542, 853 P.2d 123, 124 (1993), Justin's Motion should not result in an evidentiary hearing as it fails to demonstrate adequate cause.

Pursuant to *Rooney*, the Court may deny hearing upon a motion to modify unless the moving party demonstrates adequate cause for the hearing. To demonstrate adequate cause, Justin must set forth a prima facie case for modification which necessitates a showing that "(1) the facts alleged in the affidavits are relevant to the grounds for modification; and (2) the evidence is not merely cumulative or impeaching."[4]

In his Motion, Justin simply alleges that his schedule has changed such that he is now able to work from home and watch the girls during home school. Justin omits the fact that his schedule changed back in 2016 and that, when the girls did spend a few school days in his home, they reported a chaotic environment. Justin wants the Court to believe that his wife (of less than one year) is able to watch the children during their home school hours. Justin coasts over the fact that his wife has 4 other children she must attend to during those time – a few of behavioral and learning problems requiring greater attention and rendering Justin's new wife less available to provide adequate care for six children.[5] Though Justin wants the Court

[4] *Id.*

[5] The household environment is chaotic and not good for the girls to be around. Several of the children have behavioral issues that negatively

to find that this fact satisfies the substantial change prong, it is respectfully presented that Justin's Motion is devoid of facts necessary to support the serious request of modification. As such, pursuant to *Rooney*, Justin's Motion should be denied.

Likewise, Justin's Motion fails to demonstrate the children's best interest would be served by the requested modification.

As provided in NRS 125C.0035, when reviewing the children's best interests, the Court is directed to consider the following factors:

(a) *The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his or her physical custody*. The parties' oldest child has requested to limit her visitation with Justin given, in part, the recent incident described above.

(b) *Any nomination of a guardian for the child by a parent*. Since 2014, the parties nominated Sarah to provide the children's primary care.

(c) *Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent*. Since the

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impact the girls. The oldest daughter curses at her mom, has called her a bitch and has even hit her own mom. She is constantly on restriction and on the last occasion did not want to return from her father's house after visitation. The household is chaotic, especially when all 6 of the children are there and does not lend itself to comfortable/productive home school conditions.

inception of this case, Sarah has accommodated each of Justin's requests regarding custody (as well as finances). Until now, Justin limited his time with the parties' children. This fact is not a reflection of Sarah's willingness to facilitate a continuing relationship. Sarah has also agreed to a temporary school change for the girls due to COVID and continually demonstrates a willingness to cooperate with Justin. And, as an example of Sarah's willingness to facilitate frequent associations, though it was her 4th of July weekend with the girls this year, Sarah had the girls travel with Justin to his father's cabin in Utah. Likewise, Sarah facilitates Savannah summer visitations to Maine so she may continue to build her relationship with her paternal grandmother.

(d) *The level of conflict between the parents*. In his Motion, Justin blames Sarah for his negligible interest in the parties' children to date. To that end, he wants the Court to believe that Sarah is simply "money hungry." This allegation is false and also ironic as Justin makes this allegation while standing in an attitude of contempt as he has failed to pay to Sarah $11,000 in child support arrears as well as the remaining equalization funds owed to her pursuant to the parties' Decree of Divorce. As noted in *Lamb v. Lamb*, 83 Nev. 425, 433 P.2d 265 (1967), "[n]o party to an action can with right or reason, ask the aid and assistance of a court in hearing his demands while he stands in an attitude of contempt to the court's legal orders and processes."

Moreover, as Justin well knows, it has never been about money for Sarah. Since the parties' separation (and before), Sarah's priority has been the best interests of the parties' children. As to the conflict between the parents, it appears that Justin has made the parties' relationship adversarial as he has begun to disparage Sarah to the children a lot more since getting married.

(e) *The ability of the parents to cooperate to meet the needs of the child*. Despite the current allegations, this has never been an issue for the parents and there is no indication it should be so now.

(f) *The mental and physical health of the parents*. It is ironic that Justin now raises concerns regarding Sarah's mental health. Sarah assures the Court that she is of sound mental and physical health. On the other hand, as to Justin, Sarah has concerns as Justin is constantly intoxicated - even when he has the girls. Additionally, he is unable to control his anger and can become violent and has scared Savannah several times to the point she has expressed fear for her safety.

(g) *The physical, developmental and emotional needs of the child*. As mentioned above, since Justin told Savannah that her mother wanted to abort her in addition to continually disparaging Sarah before the girls, the girls have expressed fear and anxiety when it is time to visit their father. In his Motion, Justin argues that he is loving and exceptionally attentive. But this is also false. Even on the

weekends that the girls are in Justin's care, it is presented that he rarely spends quality time with them.

In support of this factor, Justin also now argues that he is attentive to their needs. Even their material needs come into question when they are at his home. He requires that the girls must go home with the same clothes Sarah sent them with and if they take something home with them that he purchased he gets upset and demands they make sure to bring it back the next time. Savannah still must take her basic necessities with her when she goes to her Dad's (deodorant, lotion, etc.). In this regard, Justin has also told Savannah on several occasions that as he pays her mom so much money every month, she should be buying them two sets of everything - one set for Sarah's house and one set for his.

Additionally, Sarah is concerned about the girls' environment and inadequate supervision while in Justin's home. Savannah, for example, is often left to baby-sit while Justin and his wife go out. On one occasion, they left the children home alone while they went to Phoenix, Arizona for the day. Of additional import here is that Justin and his wife did not let anyone know that they were out of town, so no one knew that the children were unattended. Likewise, when the children are physically with him, Justin is often not sufficiently attentive. In August of 2019, for example, Emma had to get stiches following a visit to the lake. While Justin did tell Sarah about the incident, he refused to let her know

which hospital she was at. (h) *The nature of the relationship of the child with each parent*. While the parties' children love both of their parents, they are bonded with their mother who has been their primary care provider since birth.

(i) *The ability of the child to maintain a relationship with any sibling*. The girls should remain together. As such, this factor is not applicable.

(j) *Any history of parental abuse or neglect of the child or a sibling of the child*. As mentioned above, Justin can become violent and has scared Savannah several times where she has expressed fear for her safety. Further, while the parties were married, Justin hit Sarah while she was holding Savannah. Justin was also arrested for domestic violence against one of his girlfriends. It is believed that his criminal case ultimately resolved in July 2020.

(k) *Whether either parent or any other person seeking physical custody has engaged in an act of domestic violence against the child, a parent of the child or any other person residing with the child*. In his Motion, Justin denies this factor but this is also not true. There is a history of domestic violence between the parties as Justin abused Sarah in front of their oldest daughter. Justin hit Sarah in September 2014 (the act causing their separation). Justin was intoxicated at the time of the incident and he hit Sarah while she was holding their daughter Savannah who was 7 years old at the time. Unfortunately, Savannah was old enough to understand and remember this event. After hitting Sarah, Justin went

outside and let the air out of all her tires so that she could not leave. As such, Sarah called police for assistance and Justin (though intoxicated) fled the scene.

There is also concern as Justin was arrested for perpetrating domestic violence upon a former girlfriend while the two were residing together. *He called Sarah to bail him out of jail!*

(l) *Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child*. Not applicable.

In essence, Justin's Motion should be denied as he has failed to provide adequate cause under Rooney. Moreover, Justin's Motion does not demonstrate the children's best interest would be served by a modification. Rather, the children's best interests are served by allowing them permanency by maintaining the status quo - which has been the case for the last 6 years.

III.

COUNTERMOTION

A. Sarah Should be Awarded Reasonable Attorney's Fees and Costs.

As it is believed that Justin's Motion is not ripe before the Court and as Justin comes before the Court under an attitude of contempt, it is respectfully requested that the Court grant Sarah an award of reasonable attorney's fees for the necessity of addressing this Motion.

In this regard, NRS 18.010 provides as follows:

> 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.
>
> 4. Subsections 2 and 3 do not apply to any action arising out of a written instrument or agreement which entitles the prevailing party to an award of reasonable attorney's fees.

Further, in the context of family law cases, guidance is provided by several cases which reviewed attorney's fees. *See Fletcher v. Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980), and *Hybarger v. Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987). And, pursuant to *Brunzell v.*

Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), the Court is also to consider the following factors:

1) *The Qualities of the Advocate*: his ability, his training, education, experience, professional standing and skill. Regarding this initial factor, it is respectfully presented that the undersigned counsel has obtained her JD in 2001; she has been licensed in the State of Nevada since October of 2001 and has dedicated her practice primarily to the area of family law with a focus on mediation of cases to circumvent litigation for families.

2) *The Character of the Work to be Done*: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation.

3) *The Work Actually Performed by the lawyer*: the skill, time and attention given to the work. As to the character of the work, given the research into the history of this case, and the enormity of correspondence to attempt settlement, instead filing a motion that must be responded to, it is of high skill importance. As to work actually performed, the undersigned respectfully asks this Court to find that the work presented is adequate and well contemplated.

4) *The Result*: whether the attorney was successful and what benefits were derived.

While each of the foregoing factors is relevant, not one should predominate or be given undue weight. *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005). In the case at hand, Justin's actions have forced Sarah to incur fees in addressing his Motion.

IV.

CONCLUSION

WHEREFORE, based upon the foregoing, Sarah respectfully request this Court enter orders granting the following relief:

1. For an Order denying Defendant's Motion in its entirety;
2. For a behavioral order limiting Justin's alcohol consumption while the girls are in his care, preventing Justin from disparaging Sarah to the parties' children, and/or telling them inappropriate and/or damaging information with them;
3. For an award of reasonable attorney's fees and costs to the Plaintiff in defending this action; and
4. For such further relief as deemed appropriate in the premises.

DATED this 1st day of October 2020.

JACOBSON LAW OFFICE, LTD

Rachel Jacobson

Rachel M. Jacobson, Esq.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Plaintiff

DECLARATION OF SARAH MAURICE

I, SARAH MAURICE, being duly sworn, depose and say:

I am the Plaintiff in the above-referenced matter.

I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

I have reviewed the foregoing OPPOSITION and COUNTERMOTION and know the facts therein and the same is true and correct and are incorporated herein by this reference as if fully set forth herein.

That I declare under the penalty of perjury under the laws of the State of Nevada (NRS 53.045) that the foregoing is true and correct.

Sarah Maurice

SARAH MAURICE

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE, LTD., and that on this 1st day of October 2020, I caused a copy of the above referenced document entitled "OPPOSITION AND COUNTERMOTION" to be served as follows to the party(s) listed below at the address, and/or email address indicated below:

❒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope upon which first class mail postage was prepaid in Henderson, Nevada;

☒ BY ELECTRONIC SERVICE: 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; and/or

❒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail;

To the party(s) listed below at the address, email address, and/or facsimile number indicated below:

Bradley J. Hofland, Esq.
Email: bradh@hoflandlaw.com
Attorney for Defendant

Rachel Jacobson

An employee of JACOBSON LAW OFFICE, LTD.

HOFLAND & TOMSHECK
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Attorney for Defendant, Justin Maurice

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

	) CASE NO.: D-14-506883-D
SARAH MAURICE,	) DEPT. NO.: Q
	)
	) **DEFENDANT'S REPLY TO**
Plaintiff,	) **PLAINTIFF'S OPPOSITION TO**
	) **MOTION TO MODIFY THE CURRENT**
vs.	) **CUSTODIAL ARRANGEMENT;**
	) **MODIFY CHILD SUPPORT; MODIFY**
	) **CHILD TAX DEDUCTION; AND FOR**
JUSTIN MAURICE,	) **AN AWARD OF ATTORNEY'S FEES**
	) **AND COSTS; AND RELATED RELIEF**
	) **AND OPPOSITION TO**
Defendant.	) **COUNTERMOTION FOR ATTORNEY'S**
	) **FEES AND COSTS.**
	)
	) Date of Hearing: October 27, 2020
	) Time of Hearing: 9:00 a.m.
	)
	) **ORAL ARGUMENT REQUESTED**

COMES NOW the Defendant, Justin Maurice ("Justin"), by and through his attorneys, Bradley J. Hofland, Esq. and Dina DeSousa-Cabral, Esq. of HOFLAND & TOMSHECK, and hereby submits this Reply to Plaintiff's Opposition to Defendant's Motion to Modify Custody, Child Support, Child Tax Deduction, for an award of Attorney's Fees and Costs, and Related Relief and his Opposition to

Plaintiff's Countermotion for Attorney's Fees and Costs and respectfully moves the Court for an order:

1. Modifying child custody of Savanah Maurice and Emma Maurice to joint physical custody on a 2-2-3 schedule;
2. Modifying child support, and set support in accordance with *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), NRS 125B.070, NRS 125B.080 and NAC 425.15;
3. Modifying the child tax deduction so each party claims a minor child as a dependent on taxes each year;
4. Awarding Justin attorney's fees for the conduct of the Plaintiff Sarah Maurice that has caused this Motion to be filed with this Court;
5. Denying Plaintiff's Countermotion in its entirety; and
6. Addressing any further relief this court deems proper and necessary.

In support of this Reply and Opposition, Justin relies upon the following Memorandum of Points and Authorities, the attached declaration, as well as all papers and pleadings on file herein.

Dated this 8th day of October, 2020.

HOFLAND & TOMSHECK

By:/s/ Bradley J. Hofland
Bradley J. Hofland, Esq.
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Dina DeSousa-Cabral, Esq.
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Las Vegas Nevada 89101
Attorneys for Defendant Justin Maurice

MEMORANDUM OF POINTS AND AUTHORITIES

I.

Introduction

Unfortunately, the opposition and countermotion crafted and submitted by the Plaintiff, Sarah Maurice ("Sarah") is a vitriolic, defamatory, *ad hominem* attack of Justin and his wife, intended to prejudice this Court and divert focus on those modifications that are not only warranted, but which are truly in the children's best interests. Sadly, Sarah hopes her false, fabricated, and malicious representations will appear credible if the relief Sarah seeks is consistent with her false narrative[1]. However, the facts of this case do not support Sarah's positions, and the experience of this Court, when considering Sarah's claims, will enable this Court to readily recognize the inconsistencies in Sarah's actions, her intent to mislead and deceive this Court, and the absence of evidence/truth to her opposition.

Sarah's dishonesty and corresponding comments demonstrate an unreasonable intent to prevent any modification that is beyond her ability to control, and suspend or leverage for her convenience and/or benefit. However, when consideration is directed and limited to the best interests of the children, Justin is confident the Court will find, as we have, the modification Justin seeks is best for the children.

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[1] For example, Justin does ***not*** have any problems, nor suffered ***any*** consequences, with alcohol, yet Sarah (knowing this) nevertheless seeks a behavioral order "limiting Justin's alcohol consumption while the girls are in his care." Obviously, Justin cannot disprove a negative, but to impose such an unwarranted limitation would be as warranted as imposing upon Sarah "caloric restrictions" or dictate her "sexual orientation". Likewise, Justin does not disparage Sarah to the parties' children or tell them anything inappropriate. Justin is a wonderful parent—a fact Sarah does not dispute, and in fact relies upon—except when Justin seeks to obtain and memorialize a custodial timeshare that is in the children's best interests.

II.

Statement of Facts

Justin accurately addressed the material facts in his underlying motion, and for the sake of brevity, will incorporate them herein by reference. It is significant to note, however, that Sarah does not dispute those facts, including Justin's change of employment, work schedule, and days off; Sarah's work schedule[2], or the fact that a custodial timeshare was agreed upon between the parties. Thus, in order to divert this Court's attention, Sarah presents a "background" that is largely untrue or irrelevant—designed to malign Justin and create an unwarranted prejudice/bias with the Court. Because of that, Justin will provide needed clarification and correct some of the more misleading, inaccurate, and defamatory representations made by Sarah.

There is no dispute Justin and Sarah were divorced September 30, 2015, and Sarah does not dispute that because of Justin's work schedule at Yesco[3] at the time of the Decree and initial custodial determination, the Parties agreed that Sarah would be awarded primary custody of their two children born from their marriage, namely Savannah Maurice ("Savannah"), born April 27, 2007 (8 years old at the time of the parties' divorce; currently 13 years of age) and Emma Maurice ("Emma"), born February 12, 2014 (1 year old at the time of the parties' divorce; currently 6 years of age). Sarah further admits per the Decree and the Parties' agreement, Justin's visitation with Savannah and Emma is every other weekend from Friday after school or 3:00 p.m. if school is not in session.

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[2] While Sarah still works in HR, her position is now that of Director of HR; resulting in a schedule change and increased duties and responsibilities.

[3] Justin worked with Sarah at Yesco where Sarah worked in HR and set Justin's work hours which enabled her to get primary custody of the minor children and once the divorce was final, she caused Justin to be laid off from Yesco.

The narrative Sarah presents pertaining to the history of the amount of child support Justin was ordered to pay is meaningless. Justin's child support was decreased, ***and increased,*** according to his income, consistent with legislative guidelines, and equally important, set pursuant to ***agreement of the parties***. Additionally, Sarah's attention to "arrearages" is misleading—and again, irrelevant, as is her reference to the "remaining equalization obligation." Even if Sarah was accurate with her representations (which she is not), if made to malign Justin, it has nothing to do with what custodial arrangement is best for the children. If Sarah's expectation was instead, that custodial determinations will, or could be, somehow used to "punish" parental misconduct (again if such representations were true—which they are not), such expectation is ill-judged, and contrary to statute and the directives of the Nevada Supreme Court[4].

Sarah ***professes*** she has demonstrated a willingness to work with Justin, and admitted expanding the time the children spent with Justin—and in a transparent attempt to conceal her unreasonableness when Justin sought to memorialize their agreement—Sarah fabricates claims and excuses—and conceals the fact that whenever Justin seeks more time with the girls, she tells him to "go to Court". For example, the parties' agreement, and her "willingness to work", disappeared upon Justin's request to memorialize their agreement, and Sarah distorts their agreement and now characterizes it as a "demand" by Justin. Sarah is not being candid with this Court.

[4] *See* NRS 125C.0035; *see also Dagher v. Dagher*, 103 Nev. 26, 731 P.2d 1329 (1987); *Sims v. Sims*, 109 Nev. 1146, 865 P.2d 328 (1993); *Blanco v. Blanco*, 129 Nev. 723, 311 P.3d 1170 (2013).

Continuing, the girls have not "encountered chaos" in Justin's home[5]. It is telling that in retaliation for Justin's attempt to provide the stability and predictability that was best for the children, Sarah terminated the agreed upon custodial schedule, reverted back to the custodial order of the Court, and chose to replace the time the children had been—and would be—spending with Justin, with a nanny,[6] who Sarah admits now comes to her home on Mondays, Tuesdays and Wednesdays"[7]. Sarah confirms she is willing to sacrifice what is best for the children when litigating with, or needing to control, Justin.

Sarah's newly crafted claims that Justin's wife has not provided adequate care for the children and disparaged/undermined Sarah is patently false and offensive. Likewise, the conduct and statements Sarah attributes to Justin are equally false, demeaning, and unwarranted. As noted above, Justin does not have a problem with alcohol—and Sarah knows this—but has demonstrated she is not limited to the truth. Justin, and his wife, have an incredible, loving relationship with the children. Justin is actively involved with the girls and they benefit from his support, involvement, encouragement and guidance.

Since entry of the Decree, Justin has changed employment and currently works four (4) days per week (Monday through Thursday) from 8am to 4 pm, and works remotely from home. Justin picked up the girls from school for his custodial time periods, and he and his wife ("Casey") are able to take and pick the girls up from school when "distance learning" is not required. Sarah is not able to

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[5] While implementation of "distance learning" necessitated adjustments. What Sarah fails to disclose to the Court is that she is the one who had difficulties and texted both Justin and his wife for help submitting or figuring out the schedule. Sarah is not being candid with the Court.

[6] Sarah's opposition, p. 5.

[7] Which, incidentally, comprise of the days Justin is seeking—for the children to be with their father rather than a nanny.

take the girls to school or pick them up from school. Indeed, Sarah works Monday through Friday and does not get home from work until 6:00 p.m. As such, Savannah and Emma are necessarily being taken care of during the week by a third party (nanny and/or friend[8]) --despite the fact Justin is home and able to watch the girls and supervise their schooling (which is also currently being done remotely). Further, Justin's wife is home each day supervising her children's schooling and could easily, and is willing to, also assist with Savannah's and Emma's schooling.

Because the facts of this case, applicable law, and best interests of the minor children, merit modification of the custodial timeshare to joint physical custody, the court will readily determine that the best interests of the minor children support the relief Justin requests. Accordingly, given the fact Justin's work schedule has changed, enabling him to be home with Savannah and Emma during the week and during school, Justin seeks modification of the custody and support provisions of the decree as well as requests the tax deductions for the minor children be shared.

III.
Legal Analysis

A. The Best Interests of Savannah and Emma Mandates Modification of the Current Custodial Schedule.

The law is clear that a change in custody or visitation is warranted when: (1) the circumstances of the child or family unit as a whole have been substantially changed; and (2) the modification is in the best interest of the child under the factors set forth in NRS 125.480(4). *Ellis v. Carucci*, 123 Nev. 145, 161 P.3d 239 (2007). Sarah accepts *Ellis* and cites the same authority.

[8] The nanny/babysitter is not consistent and has another job. Sarah's friend, Dorothy works nights, an thus frequently sleeps if entrusted with the children's care.

The facts of this case—which are a matter of record, admitted by, or not otherwise disputed by Sarah, confirm there has been a substantial change of circumstances affecting the welfare of the children. When the parties' divorced and the initial custodial determination was made, Savannah was eight (8) and Emma was one (1) years of age. Savannah is now thirteen (13) and Emma is six (6) years of age and both minor children are in school. Also, Justin has remarried, the children have developed close relationships with their step-siblings, Justin's employment, days off, and availability for the children, have changed[9]—which has led to the parties' agreeing to and implementing custodial periods where the children spend more time with Justin.

Sarah stoops in her response to Justin being remarried by falsely claiming "a chaotic environment" which apparently "appears" if Justin wants to maintain spending time with the children during the weekdays—and "disappears" when the children spend the current court ordered time with him. Sarah's argument is inconsistent with the facts, unreasonable, untrue[10], and borders on the ridiculous. Sarah's repeated attack of the marriage as being "less than one year" is inappropriate, mean-spirited, and meaningless. Perhaps Sarah fails to recognize

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[9] *See e.g. Ritter v. Ritter*, 450 N.W.2d 204 (1990) (holding "time which a parent is able to devote to a child is a consideration in resolving a child custody question in a marital dissolution proceeding."); *Bryant v. Bryant*, 739 So. 2d 53 (1999); *Collier v. Collier*, 698 So.2d 150 (1997); *Maloblocki v. Maloblocki*, 646 N.E.2d (1995); In re Muell, 408 N.W.2d 774 (1987); *Del Papa v. Del Papa*, 172 A.D.2d 798 (1991); *Diane L. v. Richard L.*, 151 A.D.2d 760 (1989).

[10] First and foremost, Justin's home is not chaotic; he provides a loving, supportive, and welcome environment for the children. There are no behavioral issues that negatively impact the children, Sarah's claims are untrue, and the fact the environment is conducive of productive school performance has been proven—and then promptly ignored (and misrepresented by Sarah) when Justin wished to memorialize the custodial change.

that all marriages—including those deep, everlasting relationships that remain for decades, and produce a union of exemplary parents—all were, at one time "less than one year". Sarah should be, but clearly isn't, embarrassed.

Clearly, since the above referenced custodial determination, there has been a significant change of circumstances that materially affect the minor children and necessitate a change/modification of the custodial designation.

Continuing, when determining the best interest of the child NRS §125C.0035 directs the court to consider a number of factors with any custodial determination. Justin has accurately addressed those factors in his underlying motion and incorporates such facts/discussion by reference. However, based upon Sarah's lack of candor with this Court, supplemental information/clarification/correction will be provided to the Court.

a. *The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his or her custody. NRS §125C.0035(4)(a).*

Emma is 6 years old and Savannah is 13 years old. Savannah is of sufficient age and capacity to form an intelligent preference as to her custody and visitation. The minor children have conveyed their preference of wanting to spend more time with their father rather than with a third party; Sarah's claim Savannah wishes to "limit" her time with Justin is false. In fact, Savannah is of the age she prefers time with her friends over her parents—something most parents encounter as their children weather the teenage years. This factor favors Justin and the modification of the current custodial timeshare.

b. *Any nomination of a guardian for the child by a parent. NRS §125C.0035(4)(b).*

In 2015 the parties agreed, for the reasons stated herein, for Sarah to be the children's primary physical custodian. When Justin sought to memorialize the

custodial modification the parties found to benefit the children, Sarah retaliated. Justin's nomination would be for joint physical custody of the children.

c. *Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent. NRS §125C.0035(4)(c).*

Sarah claims she has accommodated each of Justin's requests, admits to the children spending more time with Justin, but when he sought to memorialize his "request", Sarah refused and retaliated; disallowing the minor children to continue having additional time with Justin during the week. Sarah hired a nanny and now prefers that Savannah and Emma be taken care of by a third party rather than by their father. When Justin asks for more time with the girls, Sarah retorts by telling him to "go to Court", which is why (being in the best interests of the girls) the underlying motion was filed. Sarah's conduct establishes that she is not the parent who will allow frequent associations and a continuing relationship between Savannah and Emma and their father. Sarah is not being candid with the court and contradicts herself.

Thus, this factor favors Justin and the modification of the current custodial timeshare.

d. *Level of conflict between the parties. NRS §125C.0035(4)(d).*

Sarah misrepresents Justin's position to mislead this Court. Justin has never claimed to have "negligible interest" in the children—but just the opposite. Justin has undying love, commitment and devotion to his children, is loving and exceptionally attentive to their needs[11], and is simply asking to spend more time based upon their needs, his ability, and Sarah's inability. Sarah's willingness to

[11] Attached herewith as Exhibt "A" are statements from multiple individuals attesting to and confirming the loving, attentive, exceptional character and devotion of Justin.

sacrifice the children's best interests and violate the duty of candor owed this Court creates conflict[12].

The law supports Justin's request for joint physical custody. Thus, this factor also favors Justin and the modification of the current custodial timeshare.

e. *Ability of the parents to cooperate to meet the needs of the child. NRS §125C.0035(4)(e).*

To her credit, Sarah claims this has never been an issue. However, given her current opposition to Justin's requests, Sarah's unwillingness to cooperate is undeniable. This factor and the best interests of Savannah and Emma warrant a modification of the current custodial arrangement to allow Savannah and Emma to spend equal time with both parents.

f. *Mental and physical health of the parties. NRS §125C.0035(4)(f).*

Both Parties are health and have the ability to properly car for Savannah and Emma. Sarah's refusal to recognize Savannah's and Emma's need for Justin as their joint physical custodian, as well as his (and the children's) unequivocal preference for the same, raises concern to the mental state of Sarah[13]. As long as she remains under the belief that she alone is able to determine the custodial arrangement that will be followed by the Parties, her unreasonableness, and brazen dishonesty, will continue to impact the minor children's well-being. There

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[12] Another blatant contradiction from Sarah is her claim "it has never been about money for Sarah", but yet, her opposition needlessly devotes considerable attention raising, distorting, and misrepresenting, financial matters, despite the fact custody is that which is at issue. Further, it is significant to note Sarah doesn't seek any financial relief.

[13] This concern is validated with Sarah fabricating allegations that Justin "is constantly intoxicated" (which is untrue and never been an issue or used as a basis for Sarah to remove the children from such an environment), and that Justin is unable to control his anger and can become violent (which like above, are untrue used as a basis for Sarah to remove the children from such an environment). ***Exhibit "A" disproves these claims, and the other defamatory statements made by Sarah.***

can be no dispute that based upon Sarah's behavior[14], modification of the current custodial schedule is warranted. This factor clearly favors Justin and the modification of the current custodial arrangement.

g. *The physical, developmental and emotional needs of the child. NRS §125C.0035(4)(g).*

Savannah's and Emma's physical, development and emotional needs are typical of children their age. Justin has proven himself capable of recognizing and satisfying those needs; Sarah's claims Justin disparages her is not true[15]. Moreover, Sarah's reference to an injury Emma sustained when she was at the lake with Justin and the family is not only inaccurate and misleading, it is hypocritical[16]. Justin is an extremely attentive, loving, caring, and devoted father. See Exhibit "A". Having the ability to avail themselves to the love, care and guidance of both parents on a regular and frequent bases is in Savannah's and Emma's best interests and preventing them from doing so is undeniably not in their best interest. Justin wants Savannah and Emma to have a loving and

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[14] Of note, Sarah's parents separated when Sarah was very young. Sarah's father moved on, married another woman, and named the children he had with her "Sarah" and the other names of her siblings, but terminating all contact and support with/for Sarah. Sarah also claims to have been sexually abused by her siblings from her father's deserted family at an early age. Sarah also has a history of extreme depression and bipolar acts resulting in suicidal ideation and harm to the children. Whether these incidents have any bearing on her alienation towards men or merit further intervention remains unknown.

[15] Savannah is a teenager and has routines she follows and favorite products she uses. Justin buys what she needs and does not monitor or restrict what she takes or brings from/to her mothers. Moreover, the children are always properly cared for—despite Sarah's claims otherwise.

[16] For example, Emma, while under Sarah's care, suffered a trampoline accident that resulted in significant bruises and stitches; but while Justin promptly notified Sarah when Savannah got hurt, Sarah chose to wait days until notifying Justin of Emma's accident.

significant bond with both parents. This factor certainly favors Justin and the modification of the current custodial arrangement.

h. *The nature of the relationship of the child with each parent. NRS §125C.0035(4)(h).*

Savannah and Emma have a relationship with both parents and they love both of them dearly. Justin wants the relationship Savannah and Emma have with both parents to continue to grow and strengthen; to be a reliable and constant source of strength and support as they continue through challenges, joys and experiences life has for them, whereas Sarah's focus is financial rather than the best interests of the children—as confirmed with her opposition submitted with this Court. With the increasing presence of peer pressure especially for Savannah in her teenage years, parental involvement is critical.

Additionally, NRS 125.460 describes the policy of this State as one that ensures "minor children have frequent associations and a continuing relationship with ***both*** parents." Likewise, NRS 125.480 opens with the directive that the "***sole consideration*** of the court" in custody cases must be that of the "best interest of the child[ren]."

i. *The ability of the child to maintain a relationship with any sibling. NRS §125C.0035(4)(i).*

Parties agree the girls are to remain together. Additionally, the girls have developed close relationships with their step-siblings and the requested modification enables all children to derive the support and benefit of the sibling relationships.

j. *Any history of parental abuse or neglect of the child or a sibling of the child. NRS §125C.0035(4)(j).*

Sarah's commentary is deliberately misleading. While Justin *can* become violent, and would be so if his life, or the safety and lives of loved ones were in jeopardy, it is submitted Sarah has the same ability—and hopefully predisposition. However, Justin is ***not*** violent and certainly has not scared Savannah several times

as claimed by Sarah. The allegation is ludicrous, offensive, and designed solely to obtain an unwarranted "knee-jerk" reaction from this Court. Fortunately, this Court has seen such a tactic on countless occasions and won't succumb to such deception.

k. *Whether either parent has engaged in an act of domestic violence against the parent of the child. NRS §125C.0035(4)(k).*

Not applicable. Sarah raises the issue, but admits there is no evidence to support her allegation. The children, Justin's wife, and the multitude of witnesses that have submitted statements to this Court—and who are more than willing to testify to the Court, attest her claims are not true. Justin has never been convicted of domestic violence—another claim seeking that unwarranted "knee-jerk" reaction.

l. *Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child.* NRS §125C.0035(4)(l).

Not applicable.

Conclusion.

Based upon the substantial change of circumstances, that clearly affect the well-being of the children, coupled with consideration to the best interest factors enumerated in NRS 125C.0035, Justin has set forth a prima facia case to modify the current custodial order under *Rooney*[17] designating him and Sarah as joint physical custodians of Savannah and Emma. This factor plainly favors Justin and the modification of the current custodial timeshare.

Accordingly, for the best interest of Savannah and Emma, Justin reasonably requests modification of the current custodial timeshare to joint physical custody of the minor children.

[17] *Rooney v. Rooney*, 109 Nev. 540 (Nev. 1993).

B. The modification of the current custodial schedule warrants a modification of child support.

With the modification of the current custodial schedule, as joint custodians, child support must necessarily be modified and should be set in accordance with *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998), NRS 125B.070, NRS 125B.080 and NAC 425.15. Sarah does not address of oppose this portion of Justin's motion or the legal authority cited therein. Justin has always been willing to support his children and remains intent on providing for the children's needs. Sarah has shown she is willing to sacrifice the best interests of the children if that means Justin's child support will not be reduced.

C. Modification of the child tax deduction is warranted.

With the modification of the current custodial schedule, as joint custodians, the child tax deduction must necessarily be modified so the Parties share the tax deduction each year. Sarah does not address this in the opposition she submitted with the Court.

D. Justin is entitled to an award of attorney's fees and costs.

This section was also ignored by Sarah; notwithstanding, she incredulously filed a countermotion seeking an award of attorney's fees—tantamount to seeking a reward for her dishonesty, lack of candor, and inexcusable refusal to maintain a custodial timeshare that is in the children's best interests. Sarah's violation of the duty of candor that is owed this Court, coupled with forcing Justin to seek judicial intervention to ensure the best interests of the children are met, renders Sarah's request for attorney's fees without merit—and in turn, supports and warrants such an award to Justin.

In *Barney v. Mt. Rose Heating & Air Conditioning,* 192 P.3d 730, 736 (2008) citing *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969), cited by Sarah, the Court enumerated factors that the district court should consider in awarding attorney fees, with no one factor controlling, as follows:

(1) the advocate's qualities, including ability, training, education, experience, professional standing, and skill;

(2) the character of the work, including its difficulty, intricacy, importance, as well as the time and skill required, the responsibility imposed, and the prominence and character of the parties when affecting the importance of the litigation;

(3) the work performed, including the skill, time, and attention given to the work; and

(4) the result--whether the attorney was successful and what benefits were derived.

Justin has met the factors outlined in *Brunzell*. Justin's counsel is qualified and has considerable experience, ability and training in the field of family law litigation. It is the responsibility of Justin's counsel to finalize outstanding issues to ensure Justin's rights are preserved and litigated, and more importantly, that minor children's best interests remain paramount. Justin's counsel was attentive to work performed. Accordingly, based upon the foregoing, it is not only fair, but also reasonable under the circumstances that Sarah be responsible for Justin's reasonable attorney fees and costs in the sum of $3,500.

IV.

Conclusion

Based upon the above, the safety and best interests of the children call for the immediate modification of the custodial arrangement. Justin respectfully requests that this Court enter an Order:

1. Modifying child custody of Savanah Maurice and Emma Maurice to joint physical custody on a 2-2-3 schedule;
2. Modifying child support, and set support in accordance with *Wright v.*

Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998), NRS 125B.070, NRS 125B.080 and NAC 425.15;

3. Modifying the child tax deduction so each party claims a minor child as a dependent on taxes each year;
4. Awarding Justin attorney's fees for the conduct of the Plaintiff Sarah Maurice that has caused this Motion to be filed with this Court; and
5. Addressing any further relief this court deems proper and necessary.

Dated this 8th day of October, 2020.

HOFLAND & TOMSHECK

By:/s/ Bradley J. Hofland
Bradley J. Hofland, Esq.
Nevada Bar No. 6343
Dina DeSousa-Cabral, Esq.
Nevada Bar No. 15032
228 South 4th Street, 1st Floor
Las Vegas Nevada 89101
Attorneys for Defendant Justin Maurice

DECLARATION OF JUSTIN MAURICE

I, Justin Maurice, hereby state and declare as follows:

1. That I am the Defendant in this action and I am competent to testify as to the matters stated herein.

2. I have read the foregoing Reply and Opposition and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.

DATED this 8th day of October, 2020.

/s/ Justin Maurice
Justin Maurice

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Hofland & Tomsheck, that Pursuant to NRCP 5(b) and EDCR 7.26, I certify that on the 8th day of October, 2020, I served the **DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO MODIFY THE CURRENT CUSTODIAL ARRANGEMENT; MODIFY CHILD SUPPORT; MODIFY CHILD TAX DEDUCTION; AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS; AND RELATED RELIEF AND OPPOSITION TO COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS** on the following parties by E-Service through Odyssey and/or U.S. mail addressed as follows:

Jacobson Law Office, Ltd.
64 North Pecos Road, Suite 200
Henderson, NV 89074
Attorney for Plaintiff

By: */s/ Nikki Woulfe*
Employee of Hofland & Tomsheck

Exhibit A

Exhibit A

October 6, 2020

Subject: Custody Case : Justin Maurice vs. Sarah Sarabia

To Whom It May Concern:

My wife and I are the Grandparents to our son's (2) two daughters from his previous marriage to (Sarah Sarabia). Their children are Savannah, age 13, and Emma age 6. We are writing this letter on behalf of our son's upcoming court situation over custody issues of the 2 children with his Ex-wife concerning their children. Our reason for writing this letter is we believe there is information that needs to be brought to the attention of the parties involved and the court that may have bearing when deciding the outcome of their case.

Ever since their separation (Sept 2014) We have been the witness and also feel victims of what we would describe as a constant and deliberate act of parental Alienation control and we all have had to suffer and struggle thru from Sarah. The reason we bring this up, is that prior to the separation we (all of us) would always spend many weekends, special occasions, Holidays and more - Boating, traveling and camping with Justin, Sarah & the kids, after the separation we have watched Sahara solely and seemingly methodically cut him off from the girls as much as possible. When they got divorced and the courts gave her all that they did, she has had the upper hand and has been using it against him as well as us.

She has kept up that Alienation of Justin and has used the original court order as a weapon other than a guide to raise the children in a co-parenting way, here are just a few examples:

He (Justin) has inquired numerous times, and time again over the years to have the grandkid(s) stay with us and travel with us. There has always been some excuse of 'this isn't a good time' or 'I'm busy that weekend' or 'They're going to California to see the cousins', when asked when would be a good time then, there was never a good time. When she had in fact offered numerous times to Tammy that 'anytime it's her (Sarah's) weekend' we are welcome to take the kids, then in return, 'she' (Sarah) claims, to others, 'we are social drinkers, partiers, unreliable and unsafe'. Sarah has created a distrust within the children toward all of us, with statements like that to other people - thus begs the question why!

Justin has always provided a secure environment for his family. Made sure the children had their needs provided: Food, clothing, medical insurance, toys, life experiences and above all, love. Justin always inspired to give more to the girls to help them expand and grow as individuals. Making sure they got to experience all of the childhood experiences he had as a child and more. From bicycles, kite flying, atv's, jeeping, hiking, camping, boating, fishing, parks, friends, a puppy, teaching them to swim – name it – he has shared the experience with them. Sarah argued with Justin frequently about teaching/sharing these experiences she did not like with the kids – saying he was trying to manipulate them, and she did not approve.

Another incident we witnessed was at the time of their wedding, Sarah's mother – Monica – we also believe helped created a hostile environment for the entire family. Monica told Sarah prior to the wedding: 'GOD had told her she and grandma should not attend the wedding'. There was also an issue for Monica for the date of the wedding. May 5, 2014 (Cinco de Mayo). Monica stated these things to us directly and also stated she would not allow Sarah's father or Grandmother to attend the wedding. Her farther did attend the wedding in the end but seemed like he was not welcomed by his family.

After the separation, the only times we were able to visit with the girls is when Justin had visitations, he would bring them by, or, when we would go to his house when the girls just happened to be there. Creating yet again a situation difficult for Justin when we would call and ask permission to have the girls and due to her uncooperativeness, it just seemed to cause more trouble and drama in his (Justin's) life.

- After years of walking around on egg shells with Sarah, we felt it was time to speak out and make the situation known.
- From the very beginning of Emma's birth there were hostile moments with Sarah – We stopped in a few weeks after Emma's birth to check on Sarah & Emma to see if we she needed any assistance as well as to visit. The visit

was cut short as Sarah had a meltdown and started screaming at us to GET OUT, I DON'T WANT YOU HERE, I DON'T WANT YOU NEAR MY CHILDRED, Sarah's Mother Monica was there as well, she stated to us "YOU NEED TO LEAVE'. Again, creating control and hostility. One would think Sarah merely had postpartum depression, however the hostile cycle toward Justin and family has never ended.

- We believe that Sarah was convinced over time by her mother to believe that Women do NOT need men to take care of them. That GOD will provide for all of their needs. Monica was divorced early in her marriage and would not allow the father to see the children. We believe that Monica taught this theory to Sarah, and thus treated us as if we were criminals for asking to see the grandkids. Monica made Sarah believe, Sarah needed NO emotional support from her husband (Justin), but that it was expected of him to take care of all the expenses and bills owed to raise the children in the manner Sarah saw fit. Thus Sarah has controlled the visiting rights of Justin, and us as well, while demanding he pay the money to her and everything else she required to support them.
- As of to date, Sarah has never contacted us to let us know she and the girls had moved to a new home, or give us the new address. When we asked Savanna she said she couldn't tell us. Sarah never reaches out to let us know of the girl's school functions, any plans for the girls Birthdays, Holidays or even medical conditions. Justin has always been the one to keep us informed.
- This is just a small snap shot of a long line of uncooperative behavior, she has had a great career with a job that pays full benefits but still demands Justin be financially responsible for taking care of it. Even during financial hardship Justin has always provided for his children. Our opinion is that the alienation is nothing more than abuse of power, has been extreme, unnecessary and unproductive.

Respectfully Submitted,

From: Mike Erin Ferris <mikeanderinferris@gmail.com>
Sent: Monday, October 5, 2020 8:51 PM
To: Erin Oleson
Subject: Character letter

Dear Honorable Judge Duckworth,

My name is Erin Ferris and I am the neighbor of Jay Maurice. I have lived in Henderson with my husband and 5 children for 3.5 years. Jay has lived next to my family for over 1 year. During this time our families have grown very close. We all support one another, allow our children to play together and take trips together. Our neighborhood is filled with with children who are close to age as his 2 daughters Savannah and Emma. I regularly see Jay playing in our cul-de-saq with the girls, that is, when they aren't enjoying family time on the lake or at the family cabin in Duck Creek, Utah. I have witnessed his relationship with his girls to be stable, loving and warm. Because of this, I completely trust and prefer their household of ever need help with my own kids.

Jay has watched my children on multiple occasions. He has helped pick them up from school, drop them off to school, watch them over night and they play at his house. Most recently he dropped everything last minute to help me take care of my son while I went into labor and my husband was out of town. Jay is reliable, trustworthy, an exceptional father and friend.

Living so close to Jay has given me the opportunity to see his true character. We consider ourselves blessed to have been given such a great neighbor.

Thank you for taking your time to read this letter. Please don't hesitate to reach out with any questions.

Much Respect,

Erin Ferris

1307 Water Mill Ct. Henderson, NV 89002

952-290-0060

Mikeanderinferris@gmail.com

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On Monday, October 5, 2020, 08:26, fields.kai <fields.kai@gmail.com> wrote:

It is my pleasure to write a witness statement on behalf of Mr. Justin Maurice for his request to have shared custody of his daughters Savannah and Emma.

I have know Mr. Maurice for approximately seven years. During that time he has displayed a loving and enthusiastic relationship with his daughters. We have shared many weekends, holidays and birthdays together. Both in my home as well as his own; also spending family time at his parents property in Duck Creek Utah.

Mr. Maurice has always made his daughters a priority while they are in his care and I have never seen any disregard for their safety. I believe it would benefit them greatly to have more available time together as a family unit. The girls are growing fast and need shared time with their father.

Thank you for your consideration.

Bernice Fields
123 Westin Lane
Henderson, NV 89002
703/485-9108

Sent via the Samsung Galaxy S8, an AT&T 5G Evolution capable smartphone

On Tuesday, October 6, 2020, 10:31, Athena Robison <athena.robison@gmail.com> wrote:

To whom it may concern:

This letter is written with the intent to denote Justin Maurice's character as we've come to know him.

Justin was a neighbor of ours, living directly across the street from our family for the past 3 years until he re-married. We would often see him in his garage working on various projects or teaching his girls to ride their bikes. Justin has always been a kind, helpful and giving person with our family.

We have a 4 year old daughter who loves playing with his girls sometimes at their house or ours as she and his daughter Emma are close in age.

Once Justin married and moved our family's kept in touch and continue to do so on a regular basis although we do not see the family as often as before, we feel Justin is a loving father and provider.

Thank you,
The Robison Family