

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTINA CALDERON F/K/A
CHIRSTINA CALDERON STIPP,

Appellant,

vs.

MITCHELL DAVID STIPP,

Respondent.

Supreme Court No. 81888
Electronically Filed
Sep 20 2021 05:47 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX VOLUME I

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Counsel for Respondent

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Notice of Entry of Stipulation and Order Resolving Physical Custody, Timeshare, Child Support and Parenting Matters	I	AA000001-18
Motion for Child Interview by FMC, Mediation and to Permit Children to exercise Teenage Discretion on Timeshare	I	AA000019-40
Exhibits in Support of Defendant's Motion for Child Interview by FMC, Mediation and to Permit Children to exercise Teenage Discretion on Timeshare	I	AA000041-54
Notice of Hearing	I	AA000055
Application for an Order Shortening Time	I	AA000056-109
Notice of Department Reassignment	I	AA000110-111
Notice of Appearance of Counsel for Plaintiff	I	AA000112-113
Motion for Order to Show Cause Against the Defendant for Willfully disobeying the Custody Order; A Request for Immediate Return of the Children, Make Up Visitation and Award of Attorney's Fees	I	AA000114-143
Notice of Communications between Defendant and Plaintiff's Attorney	I	AA000144-151
Notice of Hearing	I	AA000152
Ex Parte Application for an Order to Show Cause	I	AA000153-160

DOCUMENT**VOLUME
NUMBER****BATE
NO(S)**

Plaintiff's Exhibits in Support of Plaintiff's Motion for Order to Show Cause
Against the Defendant for Willfully disobeying the Custody Order; A Request for
Immediate Return of the Children, Make Up Visitation and

Award of Attorney's Fees

I AA000161-230

Plaintiff's Objection to Exhibits improperly cut and pasted within Defendant's
Motion for Child Interview by FMC, Mediation and to Permit Children to exercise
Teenage Discretion on Timeshare, and Objection to Exhibits in Support of
Defendant's Motion filed on August 26, 2019,

pursuant to NRCP 16.205(i)

I AA000231-232

Ex Parte Application for an Order

Shortening Time

I AA000233-244

Defendant's Opposition to Motion for Order to Show Cause Against the Defendant
for Willfully disobeying the Custody Order; A Request for Immediate Return of
the Children, Make Up Visitation and Award of Attorney's Fees and

Countermotion for Interview of Children by FMC and for Children to exercise

Teenage Discretion

II AA000245-272

DOCUMENT**VOLUME
NUMBER****BATE
NO(S)**

Defendant's Exhibits in Support of Defendant's Opposition to Motion for Order to Show Cause Against the Defendant for Willfully disobeying the Custody Order; A Request for Immediate Return of the Children, Make Up Visitation and Award of Attorney's Fees and Countermotion for Interview of Children by FMC and for

Children to exercise Teenage Discretion II AA000273-366

Order to Show Cause II AA000367-368

Notice of Entry of Order II AA000369-372

Declaration of Amy Stipp in Support of Defendant's Motion for Child Interview by FMC, Mediation and to Permit Children to exercise Teenage Discretion on

Timeshare II AA000373-389

Declaration of Amy Stipp in Support of Defendant's Motion for Child Interview by FMC, Mediation and to Permit Children to exercise Teenage Discretion on

Timeshare II AA000390-406

Plaintiff's Opposition to Defendant's Motion for Child Interview by FMC,

Mediation and to Permit Children to exercise Teenage Discretion on Timeshare and Countermotion for Immediate Return of Children, Make-up visitation,

Sanctions, and Award of Attorney's Fees II AA000407-419

Notice of Hearing II AA000420

DOCUMENT**VOLUME
NUMBER****BATE
NO(S)**

Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendant's Motion for Child Interview by FMC, Mediation and to Permit Children to exercise Teenage Discretion on Timeshare and Countermotion for Immediate Return of Children, Make-up visitation, Sanctions,

and Award of Attorney's Fees II AA000421-427

Defendant's Objection to Letter by Christina Calderon's Therapist Donna Wilburn and Notice of Letter from Dr. Roy Lubit

in Support of Objection II AA000228-481

Response to Plaintiff's Objection

Filed on August 30, 2019 II AA000482-485

Reply to Opposition to Our Motion for Order to Show Cause Against Defendant for Willfully Disobeying the Custody Order and Requested Relief and Opposition to the Countermotion filed by Defendant III AA000286-497

Reply to Plaintiff's Opposition to Countermotion for Interview of Children by FMC, Mediation at FMC, and for

Children to Exercise Teenage Discretion III AA000498-517

DOCUMENT**VOLUME
NUMBER****BATE
NO(S)**

Exhibits in Support of Defendant’s Reply to Opposition to Our Motion for Order to Show Cause Against Defendant for Willfully Disobeying the Custody Order and Requested Relief and Opposition to the Countermotion	III	AA000518-543
Notice of Appearance	III	AA000544-546
Supplemental Exhibits in Support of Defendant’s Reply to Opposition to Our Motion for Order to Show Cause Against Defendant for Willfully Disobeying the Custody Order and Requested Relief and Opposition to the Countermotion filed by Defendant	III	AA000547-550
Ex Parte Application for an Order Shortening Time	III	AA000551-564
Order for Family Mediation Center	III	AA000565
Court Order Instructions	III	AA000566-567
Request for Child Protective Services		
Appearance and Records	III	AA000568
Status Report	III	AA000569-574
Plaintiff’s Objection to Defendant’s Status Report filed October 7, 2019, and Request that it be stricken Pursuant to EDCR 5.508	III	AA000575-577

DOCUMENT**VOLUME
NUMBER****BATE
NO(S)**

Plaintiff's Emergency Motion for Temporary Primary Physical Custody and
Request for Writ of Attachment Order

and Attorney's Fees III AA000578-600

Notice of Hearing III AA000601

Ex Parte Application for an Order Shortening Time III AA000602-607

Opposition to Ex Parte Application for an Order Shortening Time of Plaintiff's

Motion for Primary Physical Custody III AA000608-612

Exhibits in Support of Opposition to Ex Parte Application for an Order Shortening

Time of Plaintiff's Motion for Primary Physical Custody III AA000613-634

Order Setting Case Management Conference III AA000635-637

Plaintiff's Supplement Affidavit in Support of her Emergency Motion for

Temporary Primary Physical Custody and Request for Writ of Attachment Order

and Attorney's Fees III AA000638-643

Opposition to Plaintiff's Emergency Motion for Temporary Primary Physical

Custody and Request for Writ of Attachment Order and Attorney's Fees and

Countermotion for Primary Physical Custody

and Related Relief III AA000644-666

Order Shortening Time III AA000667-668

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Notice of Entry of Order	III	AA000669-672
Order for Supervised Exchange	III	AA000673-675
Notice of Change of Address	III	AA000676
Order Setting Evidentiary Hearing	III	AA000677-681
Subpoena for Gerardo Hernandez for Deposition	III	AA000682-686
Affidavit of Service	III	AA000687
Notice of Telephonic EDCR 5.602(d) Conference	III	AA000688-690
Plaintiff's Production of Documents and List of Witnesses Pursuant to NRCP 16.2	III	AA000691-700
Certificate of Mailing	III	AA000701
Plaintiff's Motion to Compel Discovery Responses, Including Answers to Interrogatories and Responses to Requests for Production of Documents; Failure to Make NRCP 16.2 Disclosures and Productions; and For an Award of Attorney's Fees and Costs	III	AA000702-722
Notice of Hearing	III	AA000723

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Plaintiff's Exhibits in Support of Plaintiff's		
Motion to Compel Discovery	IV	AA000724-802
Defendant's Opposition to Motion to Compel		
and Related Relief	IV	AA000803-812
Defendant's Exhibits in Support of Defendant's Opposition to		
Motion to Compel and Related Relief	IV	AA000813-931
Ex Parte Application for an Order		
Shortening Time	IV	AA000932-935
Supplement to Opposition to Motion to		
Compel: Countermotion in Limine	IV	AA000936-944
Exhibits in Support of Defendant's		
Supplement: Countermotion in Limine	IV	AA000945-969
Order Shortening Time	IV	AA000970-971
Request for Hearing on Defendant's Countermotion		
In Limine	V	AA000972-973
Supplement to Opposition to Motion to Compel:		
Countermotion in Limine	V	AA000974-983

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Exhibits in Support of Defendant's Supplement:		
Countermotion in Limine	V	AA000984-1008
Ex Parte Application for Order Setting		
Hearing/Shortening Time	V	AA001009-1012
Request for Hearing on Defendant's		
Countermotion in Limine	V	AA1013-1014
Supplement to Opposition to Motion to Compel		
Countermotion in Limine	V	AA1015-1024
Exhibits in Support of Defendant's Supplement:		
Countermotion in Limine	V	AA1025-1049
Notice of Entry of Order	V	AA1050-1053
Defendant's Pretrial Memorandum	V	AA001054-1099
Receipt of Copy	V	AA001100
Witness List	V	AA001101-1104
Receipt of Copy	V	AA001105
Witness List	V	AA001106-1109
Receipt of Copy	V	AA001110
Plaintiff's List of Witness for Evidentiary Hearing	V	AA001111-1118

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Trial Subpoena	V	AA001119-1121
Trial Subpoena	V	AA001122-1124
Plaintiff's Objection to Defendant's Pre-trial Memorandum filed January 21, 2020	V	AA001125-1127
Motion to Compel Responses to Discovery and For Attorney's Fees and Costs	V	AA001128-1143
Exhibits in Support of Defendant's Motion to Compel	VI	AA001144-1279
Supplemental Declaration/Affidavit of Mitchell Stipp	VI	AA001280-1282
Notice of Hearing	VI	AA001283
Ex Parte Application for Order Setting hearing On Motion in Limine	VI	AA00184-1288
Supplement to Opposition to Motion to Compel: Countermotion in Limine	VI	AA001289-1297
Exhibits in Support of Defendant's Supplement: Countermotion in Limine	VI	AA001298-1322

DOCUMENT**VOLUME
NUMBER****BATE
NO(S)**

Plaintiff's Memorandum of Attorney's Fees and

Costs

VII AA001323-1335

Ex Parte Application for Order Shortening Time on

Defendant's Motion to Compel

VII AA001336-1497

Stipulation and Order Vacating February 7, 2020 Hearing before the Discovery

Commissioner

VII AA001498-1500

Plaintiff's Opposition to Defendant's Motion to Compel Responses to Discovery

and for Attorney's Fees and Cost; and

Counter-Motion for Attorney's Fees

VII AA001501-1517

Plaintiff's Exhibits in Support of: Plaintiff's Opposition to Defendant's Motion to

Compel Responses to Discovery and for Attorney's Fees and Cost; and

Counter-Motion for Attorney's Fees

VII AA001518-1540

Notice of Hearing

VII AA001541

Opposition to Plaintiff's Request for Attorney's

Fees and Costs

VIII AA001542-1700

Defendant's Reply to Opposition to Motion to Compel and Opposition to

Counter-motion for Attorney's Fees and Costs

VIII AA001701-1760

Notice of Hearing

VIII AA001761

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Order Shortening Time	VIII	AA001762-1763
Notice of Telephone Conference Required by Discovery Commissioner to Discuss Plaintiff's Deficient Discovery Responses	IX	AA1764-1791
Application for an Order Shortening Time	IX	AA1792-1796
Plaintiff's Offers of Proof Regarding Witnesses for Evidentiary Hearing	IX	AA1797-1802
Plaintiff's Opposition to Defendant's Motion In Limine and Counter-Motion for Attorney's Fees	IX	AA001803-1820
Plaintiff's Supplemental Production of Documents And List of Witnesses Pursuant to NRCP 16.2	IX	AA001821-1830
Status Report	IX	AA001831-1844
Notice of Entry of Stipulation and Order Resolving Discovery Disputes and Trial Matter	IX	AA001845-1851
Amended Order Setting Evidentiary Hearing	IX	AA001852-1854
Order from Hearing of October 1, 2019	IX	AA001855-1862
Order from Hearing of October 22, 2019	IX	AA001863-1867
Order from Hearing of October 1, 2019	IX	AA001868-1875

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Second Amended Order Setting Evidentiary Hearing	IX	AA001876-1879
Plaintiff's Emergency Motion Pursuant to NRCP Rule 43	IX	AA001880-1890
Opposition to Plaintiff's Emergency Motion Pursuant to NRCP 43	IX	AA001891-1895
Notice of Entry of Order	IX	AA001896-1904
Notice of Entry of Order	IX	AA001905-1910
Plaintiff's Renewed Emergency Motion Pursuant to NRCP Rule 43	IX	AA001911-1921
Ex Parte Application for an Order Shortening Time	IX	AA001922-1926
Opposition to Plaintiff's Renewed Emergency Motion pursuant to NRCP Rule 43	IX	AA001927-1929
Order Shortening Time	IX	AA001930-1932
Notice of Entry of Order	IX	AA001933-1937
Notice of Hearing	IX	AA001938

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Plaintiff's Second Supplemental Production of Documents and List of Witnesses Pursuant to NRCP 16.2	IX	AA001939-1948
Receipt of Copy	IX	AA001949
Plaintiff's Memorandum of Points and Authorities Following Evidentiary Hearing	IX	AA1950-1969
Defendant's Closing Brief	IX	AA001979-1987
Notice of Entry of Order	IX	AA001988-2012
Transcripts: January 23, 2020	X	AA2013-2269
Transcripts: March 5, 2020	XI	AA2070-2512
Transcripts: August 27, 2020	XII	AA2513-2763

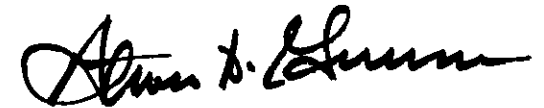
CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the 20th day of September, 2021,
a copy of the foregoing Appellant's Appendix I was served as follows:

BY ELECTRONIC FILING TO

Radford J. Smith, Esq.
Radford J. Smith, CHTD
2470 St. Rose Parkway, #206
Henderson, Nevada 89074
Attorney for Respondent

/s/Aaron Grigsby _____
Employee of The Grigsby Law Group



CLERK OF THE COURT

NEOJ
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

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

CHRISTINA CALDERON,
Plaintiff,

vs.

MITCHELL DAVID STIPP,
Defendant.

CASE NO: D-08-389203-Z
DEPT. NO: M

Hearing Date: N/A
Hearing Time: N/A

**NOTICE OF ENTRY OF STIPULATION AND ORDER RESOLVING
PHYSICAL CUSTODY, TIMESHARE, CHILD SUPPORT AND
PARENTING MATTERS**

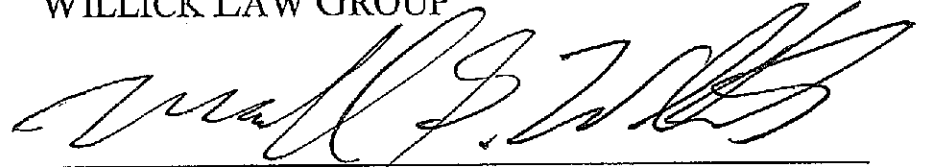
TO: MITCHELL DAVID STIPP, Defendant; and

PLEASE TAKE NOTICE that the *Stipulation and Order Resolving Physical Custody, Timeshare, Child Support and Parenting Matters*, was duly entered in the above action on the 9th day of July, 2014, by filing with the clerk of the court; a true and

correct copy is attached.

DATED this 10th day of July, 2014.

WILICK LAW GROUP



MARSHAL S. WILICK, ESQ.

Nevada Bar No. 002515

3591 E. Bonanza Road, Suite 200

Las Vegas, NV 89110-2101

(702) 438-4100

Attorneys for Plaintiff

CERTIFICATE OF MAILING

I HEREBY CERTIFY service of the foregoing *Notice of Entry of Stipulation and Order* and the attached *Stipulation and Order*, was mailed on the 11 day of July, 2014, pursuant to NRCP 5(b) by depositing a copy of same in the United States Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:

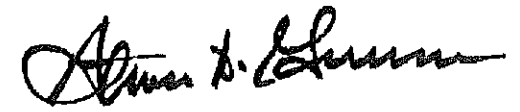
Mitchell Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
Defendant

A courtsey copy was also emailed to mitchell.stipp@yahoo.com



An Employee of the WILICK LAW GROUP

P:\wp16\STIPP,C\Pleadings\00058999.WPD/TW



CLERK OF THE COURT

1 **SAO**
2 **WILICK LAW GROUP**
3 **MARSHAL S. WILICK, ESQ.**
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Plaintiff

8 **DISTRICT COURT**
9 **FAMILY DIVISION**
10 **CLARK COUNTY, NEVADA**

11 **CHRISTINA CALDERON,**
12 **Plaintiff,**

13 **vs.**

14 **MITCHELL STIPP,**
15 **Defendant.**

CASE NO: D-08-389203-Z
DEPT. NO: M

DATE OF HEARING: N/A
TIME OF HEARING: N/A

16
17 **STIPULATION AND ORDER**
18 **RESOLVING PHYSICAL CUSTODY, TIMESHARE, CHILD SUPPORT**
19 **AND PARENTING MATTERS**

20 Plaintiff, Christina Calderon ("Christina"), by and through her attorneys, Marshal S.
21 Willick of WILICK LAW GROUP, and Defendant, Mitchell Stipp ("Mitchell"), in Proper
22 Person, do hereby stipulate and agree as follows:

23
24 **IT IS HEREBY STIPULATED AND AGREED** that neither party shall file any new
25 motions, applications, or requests in the district court or district attorney's office over the matters
26 set forth in this stipulated agreement, unless there is a valid safety concern for the child(ren), for
27 at least one year following Notice of Entry of the Order incorporating this stipulated agreement.
28

WILICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

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

RECEIVED
JUL 02 2014
DEPT. M

1 **JOINT LEGAL CUSTODY**

2 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall have Joint
3 Legal Custody of their minor children, Mia Stipp, born October 19, 2004, and Ethan Stipp, born
4 March 24, 2007.

5 **JOINT PHYSICAL CUSTODY**

6 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall have Joint
7 Physical Custody of their children; provided, however, that the parties now agree to modify their
8 timeshare schedule so that each party will have the children one week on, one week off, during
9 the calendar year (i.e., 7/7 split), with the objective of each party having 50% of the physical
10 timeshare. The parties agree that this schedule is in the best interests of the children and it is
11 their intention to be joint physical custodians consistent with the definition set forth in *Rivero v.*
12 *Rivero*, 125 Nev. 410, 216 P.3d 213 (2009). The parties shall have the timeshare with the
13 children only as set forth in this stipulated agreement or except as otherwise agreed in the future
14 by the parties in writing.

15
16 **A. Custodial Exchanges.**

- 17 1. During the normal custodial schedule (i.e., 7/7 split), the parties agree that they shall
18 exchange the children every Friday, pursuant to the following terms: (a) If the children
19 are in school on Friday, the receiving party shall be responsible for picking up the
20 children from school, when the school day ends; or (b) If the children are not in school on
21 Friday, Mitchell shall be responsible for facilitating exchanges at 6:00 p.m. from
22 Christina's home or by advance written agreement, the pick-up or drop-off may be from
23 the children's activities or other reasonable location.
- 24 2. During the holiday custodial schedule, the parties agree that Mitchell shall be responsible
25 for facilitating exchanges from Christina's home or by advance written agreement, the
26 pick-up or drop-off may be from the children's activities or other reasonable location,
27
28

1 unless the children are in school. If the children are in school on a day that a holiday
2 begins or ends, the party whose holiday timeshare begins on a school day shall be
3 responsible for picking up the children from school, when the school day ends, and the
4 party whose holiday timeshare ends on a school day shall be responsible for dropping off
5 the children at school when school begins.

6
7 **B. Summer Schedule for 2014.**

8 **IT IS FURTHER STIPULATED AND AGREED** that Mitchell shall have the children
9 from Wednesday, June 4, 2014, when the school day ends, until Friday, June 6, 2014, at 6:00
10 p.m. Christina will have the children Friday, June 6, 2014, at 6:00 p.m., until Friday, June 13,
11 2014, at 6:00 p.m. The normal custodial schedule will continue to alternate weekly, pursuant to
12 the terms of this stipulated agreement, from those dates forward. At the end of Summer 2014,
13 the parties will discuss switching their custodial weeks. If an agreement is made to do so, both
14 parties shall do it in writing.

15
16 **C. Holiday Schedule.**

17 **IT IS FURTHER STIPULATED AND AGREED** that Spring Break shall be alternated
18 between the parties each year. Spring Break shall be defined as commencing when the school
19 day ends for the holiday and concluding the Friday prior to the children returning to school at
20 6:00 p.m. Christina shall have the children in all odd-numbered years, and Mitchell shall have
21 the children in all even-numbered years. The normal custodial schedule will continue once the
22 holiday has concluded with no interruption or alteration.

23
24 **IT IS FURTHER STIPULATED AND AGREED** that Easter shall be defined as
25 commencing the Friday before Easter, at 6:00 p.m., and concluding the Monday immediately
26 following Easter, at 9:00 a.m., when the children resume school. Christina shall have the
27

1 children in all even-numbered years, and Mitchell shall have the children in all odd-numbered
2 years. The normal custodial schedule will continue once the holiday has concluded with no
3 interruption or alteration.

4
5 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall alternate the
6 Independence Day holiday with the children each year. The Independence Day holiday shall be
7 defined as commencing July 3rd at 6:00 p.m., and concluding July 5, at 10:00 a.m. Christina shall
8 have the children in all even-numbered years, and Mitchell shall have the children in all
9 odd-numbered years. The normal custodial schedule will continue once the holiday has
10 concluded with no interruption or alteration.

11
12 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall alternate the
13 Halloween holiday each year. Halloween shall be defined as commencing at 3:00 p.m., on the
14 holiday, and concluding at 10:00 a.m., the day after the holiday. Christina shall have the children
15 for Halloween in all even-numbered years, and Mitchell shall have the children for Halloween in
16 all odd-numbered years. The normal custodial schedule will continue once the holiday has
17 concluded with no interruption or alteration.

18
19 **IT IS FURTHER STIPULATED AND AGREED** that the children's Thanksgiving
20 Break shall be alternated between the parties each year. Thanksgiving Break shall be defined as
21 commencing the day before Thanksgiving Day, at 3:00 p.m., and concluding the Monday
22 following Thanksgiving Day, at 9:00 a.m. Christina shall have the children in all even-numbered
23 years, and Mitchell shall have the children in all odd-numbered years. The normal custodial
24 schedule will continue once the holiday has concluded with no interruption or alteration.

25
26 **IT IS FURTHER STIPULATED AND AGREED** that children's Winter Break shall be

1 divided as follows: (1) In even-numbered years, Mitchell shall have the children commencing
2 the day the children are released from school, at 3:00 p.m., until Christmas Day, at 10:00 a.m.;
3 Christina shall have the children from Christmas Day, at 10:00 a.m., until January 1, at 10:00
4 a.m.; and Mitchell shall then have the children commencing January 1, at 10:00 a.m., until the
5 first day school resumes; and (2) In odd-numbered years, Christina shall have the children
6 commencing the day the children are released from school, at 3:00 p.m., until Christmas Day, at
7 10:00 a.m.; Mitchell shall have the children from Christmas Day, at 10:00 a.m., until January 1,
8 at 10:00 a.m.; and Christina shall then have the children commencing January 1, at 10:00 a.m.,
9 until the first day school resumes. The normal custodial schedule will continue once the holiday
10 has concluded with no interruption or alteration.

11
12 **IT IS FURTHER STIPULATED AND AGREED** that Christina shall have the children
13 on Mother's Day, and Mitchell shall have the children on Father's Day every year. Mother's Day
14 and Father's Day are defined as beginning at 10:00 a.m., on the holiday, and concluding at 6:00
15 p.m. that evening. The normal custodial schedule will continue once the holiday has concluded
16 with no interruption or alteration.

17
18 **IT IS FURTHER STIPULATED AND AGREED** that all three-day holidays (i.e.,
19 MLK, President's Day, Memorial Day, Labor Day, and Veterans Day), Christina's right to have
20 the children on the Saturday prior to the children's respective birthdays and Christina's right to
21 have the children the first weekend of the month (as set out in prior orders), shall be eliminated;
22 the regular custodial schedule set by this agreement remains in effect at all such times.

23
24 **D. Primary Responsibility for Care During School and School Counseling.**

25 **IT IS FURTHER STIPULATED AND AGREED** that when the children are in school,
26 the party whose custodial time it is will have primary responsibility for responding to any
27

1 medical or other needs the children may have (with the other party listed as an emergency contact
2 and used as secondary support). Each party may use a responsible third party to assist with
3 transportation of the children to and from school, addressing normal illnesses of the children
4 during school, and scheduling any non-emergency appointments. Nothing contained in this
5 paragraph alters, modifies, or changes the obligation of the parties as joint legal custodians to
6 agree on all substantial questions related to healthcare and education of the children.

7
8 **IT IS FURTHER STIPULATED AND AGREED** that the children shall be permitted
9 to meet with a school counselor if determined by the principal of the school to be in the best
10 interests of the children solely to address behavioral matters, and each party shall sign whatever
11 necessary consent forms are required for them to do so. Both parties agree that any documents or
12 records produced by any school counselor shall be kept strictly confidential between the parties
13 and shall not be disclosed to any third-parties (including, without limitation, the family division
14 of the district court) under any circumstances, except as otherwise required by NRS 432.B220.

15
16 **E. No Right of First Refusal**

17 **IT IS FURTHER STIPULATED AND AGREED** that no party shall have the right of
18 first refusal to care for the children during the other party's custodial time, and any such right
19 previously set forth in any prior court order and/or agreement of the parties shall be eliminated.
20 However, should either party wish to leave the children in the other party's care during their
21 timeshare, they may do so if the other party agrees. If the children are left in the care of a party
22 during their non-custodial time period, it shall be for children's benefit and not for any other
23 purpose. It shall not constitute "custodial time" for custody evaluation, modification, or
24 child-support modification purposes, as the party whose timeshare occurs during the time period
25 in question will still be considered the custodian for both custody and support purposes.

1 **F. No Required Telephonic Communication on Exchange Days; No Recording**
2 **of Telephone calls.**

3 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall continue to
4 facilitate daily telephone calls between the children and the non-custodial party in accordance
5 with any prior court order and/or agreement of the parties, except on days in which the parties
6 exchange the children (i.e., no calls are required on exchange days, but the children are free to
7 call either party when in the care of the other party if they desire to do so). Under no
8 circumstances shall either party record telephone calls with the other party or children.
9

10 **G. Extracurricular Activities and Camps.**

11 **IT IS FURTHER STIPULATED AND AGREED** that the parties will work together
12 reasonably and in good faith and plan an extracurricular schedule for the children during each
13 school year and activities for the summer time (if the children are not in school). Both parties
14 agree that they may choose to enroll the children in various activities and camps without the
15 agreement of the other party; however, the parties, in writing, shall mutually agree upon all
16 activities and camps if the children's attendance occurs to any degree during the other parties'
17 custodial time. The party who enrolls the children, shall pay the costs and expenses associated
18 with each activity and camp. If the parties mutually agree to have the children attend activities or
19 camps during their non-custodial time, each party shall be responsible for taking the children to
20 the activity or camp on their custodial days, regardless of which party initially enrolled the
21 children.

22 The parties agree that the children shall attend the St. Joseph Husband of Mary religious
23 education class on Wednesdays, from 4:15 p.m. to 5:15 p.m., during the 2014 – 2015 school
24 year, if there are no conflicts with activities in which Mitchell has enrolled the children. The
25 party who has custody of the children shall be responsible for transporting them and ensuring that
26 the children attend the class.
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1 **IT IS FURTHER STIPULATED AND AGREED** that each party currently has two
2 weeks for vacation each calendar year. The parties may take their vacation time consecutively or
3 in two, one-week increments, during the calendar year. The party taking vacation shall provide
4 the other party at least 14 days written notice (including dates, times, destination, and flight or
5 other travel information) prior to exercising vacation time with the children. Any vacation time
6 not used during a calendar year shall expire at the end of each calendar year, and no party shall
7 have the right to exercise vacation time with the children for any period other than in the year in
8 which the party provides the notice of vacation. The parties shall not exercise vacation time,
9 which will occur during any holiday timeshare of the other party.

10
11 **K. Treatment of Vacation and Holidays.**

12 **IT IS FURTHER STIPULATED AND AGREED** that vacations and holidays will
13 supersede, but not break or alter the time-share. In other words, when those special times are
14 complete, the custodial schedule will resume as if no vacation or holiday had occurred, except as
15 specifically detailed herein.

16
17 **L. Mutual Behavior Order.**

18 **IT IS FURTHER STIPULATED AND AGREED** that both parties shall adopt the
19 court's standard Mutual Behavioral Order as followed:

- 20 1. There shall be no abusive telephone calls, text messages, e-mails, letters, or other
21 forms of communications between the parties or to either party's children.
22 2. There shall be no name calling by either party which is directed at the other party.
23 Similarly, there shall be no name calling which is directed at the other party's
24 family, relatives, friends, or significant others (if any).
25 3. Neither party shall use any foul language in communicating with the other party;
26 nor shall any foul language be used in communicating with the other party's
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- family, relatives, friends, or significant others (if any).
4. Each party shall avoid conflicts/contacts with the party's significant other (which includes any future "significant other" of either party).
5. Neither party shall use the children as a weapon against the other parent.
6. There shall be no harassment by either party at any place of employment or at any other location.
7. Neither party shall send letters, copies of letters, e-mails, or text messages to, or make telephone calls to, or otherwise communicate with anyone associated with the other party in a manner which might tend to embarrass, humiliate, or denigrate the other party; nor shall either party divulge or disseminate any writings, documents, photographs, video tapes, etc., of a personal nature pertaining to the other party, or which might tend to embarrass, humiliate, or denigrate the other party.
8. Each party shall maintain respect towards the other party, as well as towards the other party's family, relatives, friends, and significant others (if any).
9. Neither party shall disparage, criticize, or harass the other party in any way whatsoever, and each party shall advise all his or her family, relatives, friends, and significant others (if any) to not disparage, criticize, or harass the other party.
10. The focus of the parties shall be on the best interest of the children.
11. Child custody exchanges shall be done in a civil, law abiding manner and reasonably close to the times specified by the Court or any agreement of the parties.
12. The parties shall continue to use the "honk and seatbelt" rule which specifically states that the party facilitating the custodial exchanges shall provide the transportation for the exchanges, using the "honk and seatbelt" rule, i.e. the party does not leave his or her vehicle, but stops the car, taps the horn once, and the

1 children will go from house to car, or car to house. Notwithstanding the
2 foregoing, the party facilitating the custodial exchange may exit his or her vehicle
3 to open a car door, trunk, or otherwise to assist the children with their personal
4 belongings.

5 13. Neither party shall interrogate the children as to the activities or events at the
6 other parent's residence, etc. and shall try to respect the children's privacy and
7 relationship with the other parent.

8 14. In the event of an emergency, or unforeseen circumstance, that could effect an
9 exchange of the children, or the time of the exchange, a party shall call or contact
10 the other party as soon as is reasonably possible.

11 15. There shall be no threats of any kind, including threats of violence or harm, made
12 to the other party, either party's children, or to any family member, relative,
13 friend, and/or significant other (if any) of the other party. Each party shall also
14 advise his or her family, relatives, friends, and significant others (if any) to not
15 make any such threats, including threats of violence or harm to the other party, or
16 to any family member, relative, friend and/or significant other (if any) of the other
17 party.

18
19 **M. Duty to Inform Regarding Matters Affecting Parties.**

20 **IT IS FURTHER STIPULATED AND AGREED** that both parties have the affirmative
21 duty to inform the other of any significant changes in their status or availability or qualification
22 properly to care for the children, including new or different employment or work requirements,
23 commitments to care for other family members, requirement to travel more than occasionally
24 during scheduled custodial time, etc. Except in emergency situations, should the other parent
25 believe that such changed circumstances suggest a further change in custodial scheduling is
26 required, direct negotiation shall be attempted, and then mediation, before resorting to litigation.

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1 the costs associated for the children to be covered. Christina agrees to provide Mitchell copies of
2 insurance cards, plan benefits, and proof of the cost of the medical coverage for the children
3 within 10 days of this *Stipulation* being entered. Christina also agrees to provide Mitchell with
4 revised copies of the above if anything changes with the insurance cards, benefits, or costs
5 associated with the children's medical coverage.

6 Mitchell agrees directly to reimburse half of only the children's medical premiums for
7 that plan to Christina by the 1st day of each month. If either party identifies better coverage for
8 the children at a lower cost or if Christina's employment ends (thus terminating coverage for the
9 children), another policy shall be purchased to cover the children, and each party shall pay 50%
10 of the children's medical insurance premiums billed by the insurance carrier to the party who
11 purchased the policy. The parties shall agree to any new policy in writing, but at no time shall
12 the children be uninsured. Should the parties be unable to agree on a new policy in writing, the
13 least costly insurance available shall be used as a default.

14
15 **IT IS FURTHER STIPULATED AND AGREED** either party shall have the right to
16 seek family counseling with a licensed qualified mental healthcare professional, without
17 obtaining the consent of the other party, effective January 1, 2015. This "wait" period of time
18 should allow the children to adjust to the new timeshare schedule as set forth in this *Stipulation*,
19 which provides a period during which no litigation is threatened or pending in this case. If
20 counseling does occur, the party seeking family counseling shall notify the other party in writing,
21 pay all costs and expenses associated with the counseling, permit the other to participate (if
22 desired), and consent in advance to the release of any records maintained by the licensed
23 qualified mental healthcare professional if any records are requested by the other party. Written
24 notice to the other party shall include the name, contact information, qualifications of the
25 licensed mental healthcare professional, the time, date, and location of all appointments.

26 Agreement of either party for family counseling as set forth in this *Stipulation* shall not
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28

1 constitute consent by the parties or an order of court as required by EDCR 5.12. Both parties
2 agree that any evaluation or treatment performed or provided by a licensed qualified mental
3 healthcare professional in connection with family counseling shall be kept strictly confidential
4 between the parties and shall not be disclosed to any third-parties (including, without limitation,
5 the Court or district attorney's office) under any circumstances, except as otherwise required by
6 NRS 432B.220. No party shall request that the licensed qualified mental healthcare professional
7 or his/her staff write any letters, provide any treatment notes, or otherwise testify (including
8 providing any affidavit) in any matter involving a change to custody, timeshare, or any other
9 matter in this case before the Court or district attorney's office. Any evaluation or treatment of
10 the children outside of the scope of family counseling, including medical treatment, shall still
11 require the consent of both parties, which consent may be withheld in the discretion of a party if
12 he/she determines it is not in the best interest of the children.

13 However, such professionals should not include Ann Nichols, Dr. Melissa Kalodner, Dr.
14 Joel Mishalow, Dr. John Paglini, Dr. Gary Lenkeit, Dr. Louis Etkoff, Dr. Jo Velasquez, Dr. Julie
15 Beasley, Dr. Mark Chambers, Amy Guevara, Tonya Stegen-Hanson or any of their co-workers,
16 associates or therapists referred by them. Basically, if either party wishes to have the children
17 participate in family therapy, the licensed qualified mental healthcare professional should be a
18 neutral third party who has no prior involvement in the case, or affiliation with the parties or their
19 family members or friends.

20
21 **O. Miscellaneous Provisions.**

- 22 1. **ATTORNEY'S FEES:** Each party hereby waives, releases and forever discharges the
23 other party for any attorney's fees and costs previously incurred by the other party in the
24 district court in this case or in the Nevada Supreme Court on appeal of any matter in this
25 case. Each party will bear his/her own attorney's fees and costs associated with the
26 negotiation and preparation of this stipulated agreement. Should either party be required
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1 to enforce the terms of this stipulated agreement, the prevailing party in that action shall
2 be entitled to an award of attorney's fees and costs from the non-prevailing party.
3 2. **NO PARTY DEEMED DRAFTER:** The parties acknowledge that the terms of the
4 stipulated agreement have been reached after negotiation, and with the joint participation
5 of the parties and their counsel. Consequently, neither party shall be deemed the drafter,
6 nor the party that has chosen any of the language of this stipulated agreement for the
7 purpose of any presumption under law.

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1 3. **INCONSISTENCIES:** The parties agree to be bound by all of the terms and conditions
2 of all prior orders of the court except as modified by this stipulated agreement. Except as
3 set forth in this stipulated agreement, all terms and conditions of the prior orders of the
4 court remain in full force and effect. In the event of a conflict between any of the terms
5 and conditions of any prior orders of the court and this stipulated agreement, the terms
6 and conditions of this stipulated agreement shall control.

7
8 DATED this 26th day of June, 2014.

DATED this 18th day of June, 2014.

9
10 Christina Calderon
11 CHRISTINA CALDERON

Mitchell D. Stipp
MITCHELL D. STIPP

12
13 **ORDER**

14 **IT IS SO ORDERED** that the parties have stipulated to the agreement above and that the
15 terms of this Stipulation are hereby rendered as an Order of this Court.

16 DATED this 2nd day of July, 2014.

17
18 William S. Potter
19 DISTRICT COURT JUDGE
20 WILLIAM S. POTTER

21 Respectfully Submitted:
22 WILICK LAW GROUP

23 Marshal S. Willick
24 MARSHAL S. WILICK, ESQ.
25 Nevada Bar No. 002515
26 3591 E. Bonanza Road, Suite 200
27 Las Vegas, NV 89110-2101
28 Attorneys for Plaintiff

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1 week on/off).

2 The last five (5) years since agreement on the Parenting Plan have been
3 challenging but no litigation. The parties have been able to work through most disputes.
4 Like many divorced parties, Christina and Mitchell do not always agree on the best
5 interests of their children. Fortunately for the children, they are doing relatively well.
6 Mia started the ninth grade at Faith Lutheran High School. She is a straight A-student
7 and was accepted to the school's music conservatory based on her performance in
8 honor's choir. Ethan started the sixth grade at Faith Lutheran Middle School. He is an
9 A/B student and is dedicated to playing baseball. He was offered a roster spot on several
10 competitive club teams in Las Vegas. This summer he played baseball at Cooperstown
11 where he hit an impressive four (4) homeruns.
12

13 Christina returned to work as an attorney in the Juvenile Division of the Clark
14 County District Attorney's Office in 2013, and Mitchell continues to work in private
15 practice focusing on real estate transactions, business law and commercial litigation.
16 Mitchell previously provided independent contractor services to several family law
17 firms on domestic matters that concerned real estate or business matters or child custody
18 involving children with special needs. Mitchell has been married to Amy Stipp ("Amy")
19 since 2008, and the couple have an eight (8) year old son, Mitchell, Jr., who has a rare
20 genetic disorder, mitochondrial disease, epilepsy and autism spectrum disorder. Amy is
21 a former elementary school teacher who devotes her time to managing Mitchell, Jr.'s
22 care and being a great step-mother to both Mia and Ethan. Amy has a great relationship
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1 with both Mia and Ethan.

2 Both Mia and Ethan would like to exercise discretion over how much timeshare
3 they must exercise with Christina. Christina continues to have challenges with her
4 parenting skills, which are harming the children. As a result, they want to spend less
5 time with her. Christina has received assistance from several professionals, including
6 Nicholas Ponzo, in the last several years. Unfortunately, the result is always the same—
7 failure. According to the children, Christina is not honest with the therapists about her
8 behavior. In order to obtain the compliance of the children, Christina uses psychological
9 coercion. Specifically, Christina employs **emotional blackmail**. “Emotional
10 blackmail” is a dysfunctional form of manipulation that people use to place demands
11 and threaten victims to get what they want. The undertone of emotional blackmail is if
12 you do not do what I want when I want it, you will suffer. The term was introduced by
13 Susan Forward, Ph.D., in her book Emotional Blackmail: When the People in Your Life
14 Use Fear, Obligation, and Guilt to Manipulate You (Forward & Frazier, 1998). Dr.
15 Forward describes how emotional blackmail tactics are used by abusers to threaten in
16 order to get what they want. In placing demands and threats, they create feelings of fear,
17 guilt, and anger to solicit compliance from their victims. In doing so, they divert blame
18 and responsibility to the victim for their own negative actions. Typically, according to
19 Dr. Forward, this dysfunctional type of manipulation occurs in close relationships like
20 with a parent and a child.

21 Given the years of emotional blackmail, Mia has had enough. The relationship
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1 between Christina and Mia has turned violent while in Christina's care. On several
2 occasions, disagreement between them has resulted in physical confrontation. The last
3 episode occurred on August 13, 2019.¹ Apparently, Christina wanted Mia to end her
4 telephone call with her school friend, Joey. An argument between them ensued, and
5 Christina threatened to call Joey and Joey's parents to force Mia to terminate the
6 telephone call. Previously, Mia provided the contact information for Joey's mother to
7 Christina, and Christina promised not to use that information as leverage in any
8 parent/child dispute. Below is a text message from Mia to Amy received at 10:31 p.m.
9 on August 31, 2019 and Amy's response the next morning at 7:00 a.m.:

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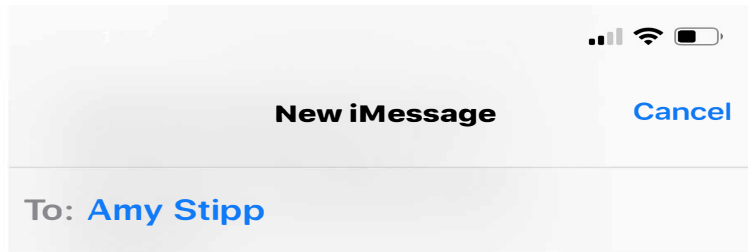
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28 ¹ Christina and Mia also were involved in a physical altercation on May 9, 2019 during Christina's timeshare. After the fight, Mia refused to stay in Christina's care. Mitchell picked her up from Christina's home, and Mia remained with Mitchell and Amy until May 31, 2019. Ethan was also in Mitchell's care during this time.



**I don't want to be here
anymore**

**She was getting in my
face again**

And I told her to back off

**And she was threatening
me with Joey**

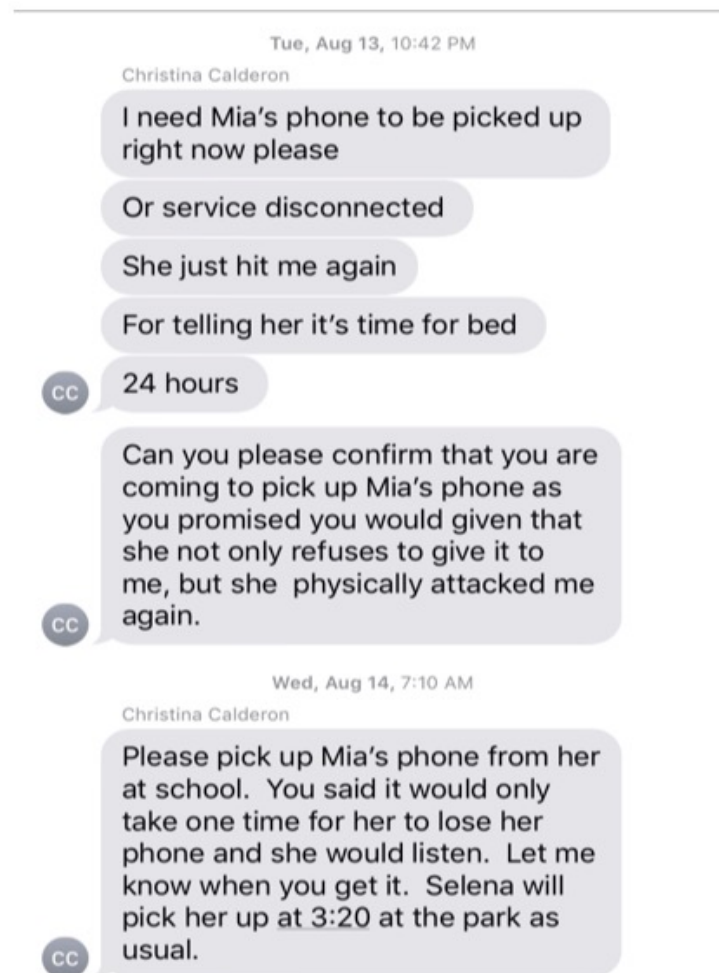
**I was mad because she
was laughing at me and
threatening to call his
mom**

**And she pushed me to
the ground and started
punching me**

**But I pushed her back and
blocked the door**



Christina called and sent numerous text messages to Mitchell beginning at 10:42 p.m. on August 13, 2019. Below is a copy of the text messages:



Neither Mitchell nor Amy were available on the night of August 13, 2019. Christina wanted Mitchell to intervene and take away Mia's telephone. Both Mitchell and Amy were already asleep for the night. Mia reported that she was pushed to the ground and punched by Christina. The parties exchange multiple emails over the next

1 to Christina's care.² Christina would not accept Mia's decision and asked that Mitchell
2 force Mia to go. Mitchell agreed to encourage Mia to go with Christina and make Mia
3 available to go. Mitchell did so and Mia confirmed Mitchell's encouragement during
4 her discussion with Christina outside of Mitchell's home Friday evening. However,
5 Mitchell made it clear to Christina that he would not physically force either child into
6 Christina's automobile. Mitchell communicated to Christina that he had concerns about
7 the physical altercation between Mia and Christina on August 13, 2019, but he would
8 not prohibit Mia from transitioning to Christina's care.
9
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11 Rather than accept the children's decision, Christina called the police. Amy
12 begged Christina to not call the police because it would result in trauma for not only Mia
13 and Ethan but their younger brother, Mitchell, Jr. Christina did not care. Of course,
14 Amy was "clearly upset" as Christina states in her text message below. While waiting
15 for the police to arrive, Christina also threatened to call Ethan's baseball coach, Mo.
16 The following is the text messages Christina sent to Mitchell while waiting for the police
17 to arrive:
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28 ² Mitchell has video and audio of Mia communicating to Christina about her decision to stay with Mitchell.

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Friday 6:22 PM

Please talk to Mia. Exercise your parental discretion and facilitate her into my vehicle. It's not a choice she can make. If you want to change the timeshare file a motion. You are obligated to make this exchange

Amy is clearly upset. Come out and talk to me

Are you bringing Ethan's stuff out

Are you bringing Ethan's stuff out

Do I need to call Mo?

1
2 While waiting for the police to arrive at Mitchell's home, Christina followed
3 through on her threat and began sending text messages both to Mitchell and Coach Mo.
4
5 Ethan was scheduled to be at baseball practice with his team under the care of Coach
6 Mo from 6:00 p.m. until 8:00 p.m. The following are the text messages exchanged
7 between Christina and Coach Mo:
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Friday 7:37 PM

Christina Calderon

Hi Coach Mo. My dad is there to pick up Ethan from practice. His name is Peter Calderon. It is my timeshare. I do not want Ethan going home with anyone other than my dad. That includes Mitch. It is my timeshare.

cc

I am at mitchs house waiting for the police because Mitch is keeping Mia and Ethan in violation of our custody order. Please release Ethan to my dad who is there to pick him up

cc

Mo

Good Evening, I am not certain what is occurring, but grandfather and step-mom are here, Ethan walked away with step-mom and grandpa filmed.

I am not in a position to make decisions in any family matters, but I am informing you of what just occurred, and I am uncertain of what you have agreed upon.

Mo

Good Evening, I am not certain what is occurring, but grandfather and step-mom are here, Ethan walked away with step-mom and grandpa filmed.

I am not in a position to make decisions in any family matters, but I am informing you of what just occurred, and I am uncertain of what you have agreed upon.

If you are in a disagreement I will need to make a phone call to CPS., because my first concern is Ethan's safety.

M

Christina Calderon

CC

We are in disagreement

CC

You don't have to call CPS. I am at mitch's house waiting for police.
This is a police issue now

Christina Calderon

I will be at the baseball field tomorrow morning with police if Ethan is not exchanged to me tonight. FYI

CC

Mo

I respectfully ask that you not expose the other parents or kids to that situation.

Please understand I like your son, I believe I can help him reach his baseball goals, but I will not sacrifice the sanctity of my organization for any one person.

M

Christina Calderon

I hope that Mitch will respect the Court order tonight

CC

Mo

Please stop texting me

I will support Ethan, but I cannot be in the middle of this situation.

M

Christina believed that Mitchell would force Mia to go with Christina in order to protect Ethan's position on the baseball team. She was wrong. Both children deserve to be protected from this behavior. Fortunately, Coach Mo did the right thing and protected Ethan. Who threatens to show up at a baseball practice with police? After speaking to Coach Mo, Amy picked up Ethan from baseball practice and returned home.

The police finally arrived at Mitchell's home at approximately 8:00 p.m. The police interviewed Mitchell, Christina and Mia. The police informed Mitchell and Mia that Mia is not required to go with Christina if she does not want and Mitchell is not required to force her to do so. The police issued to Mitchell the following report:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT				
☐ Apt. Notification	☐ Disturbance	☐ Trespassing		
☐ Garage Door	☐ Drug Activity	☐ Domestic Violence		
☐ Curfew Notification	☐ Theft	☒ Civil Stand-by		
☐ Other	☐ Vandalism	☐		
Address 9793 SERENE STAR		Event # LLV190800114833		
Apt. Name		Message MIA AND ETHAN STIPP		
CHOSE NOT TO GO W/ MOTHER. AGES ARE 14 AND 17. MITCHELL WAS NOT HOLDING THE CHILDREN AGAINST WILL				
Date 08/23/17	Time 2050	Officer Name P. LOMAGLIO	P# 17	
LVMPD 275 (REV. 10-14) DISTRIBUTION: WHITE • SUBSTATION CARDSTOCK • CITIZEN				

1 The police instructed Mitchell to provide the card to the police if Christina calls again.
2 Despite the children's preferences and the trauma caused by calling the police and
3 involving Ethan's baseball coach in the dispute, Christina still insists on picking up the
4 children and forcing them to go with her. She has threatened to pick the children up at
5 their school on August 26, 2019. Neither children want to return to Christina's care at
6 this time. See Exhibit A to Mitchell's Exhibits (Page 0010-0011).

9 II. ARGUMENT.

10 The Nevada Supreme Court has considered the concept of teenage discretion in
11 the Harrison v. Harrison, 132 Nev., Advance Opinion 56 (Case No. 66157, Filed July
12 28, 2016). In Harrison, the Court refused to invalidate a teenage discretion provision
13 as part of a stipulated decree of divorce. The Court concluded:
14

15
16 Nevada statutory law does not require families to petition
17 the district court for minor schedule changes, see generally
18 NRS 125C.0045(1)(b), and we will not either. [Footnote
19 4: On October 1, 2015, the statute was NRS 125.51(1)(b)
20 (2013)]. Even if we disagree with the Harrisons' decision
21 to grant their teenage children discretion to initiate weekly
22 schedule changes, the power to make that decision does
23 not rest with this court. The Harrisons agreed that joint
24 custody and teenage discretion were in the best interests of
25 their children. Because the teenage discretion provision
26 provides for flexibility without deviating from the joint
27 custody agreement, the best interests of the children
28 remain intact under it. Thus, we decline to invalidate the
provision.

29 Id. at 8. Mitchell does not want to litigate with Christina for another five (5) years over
30 custody given the children's ages, maturity and preferences. Therefore, Mitchell does

1 not seek to change physical custody unless the court will not grant Mitchell's requested
2 relief. Mitchell simply wants the court to allow the children the flexibility to decide on
3 their timeshare arrangements within the confines of joint physical custody (i.e., at least
4 146 days of physical custody).
5

6 In any action for determining physical custody, the sole consideration of the court
7 is the best interest of the children. NRS 125C.0035(1). In determining the best interest
8 of the children, the court should consider the wishes of the children if the children are
9 of sufficient age and capacity to form an intelligent preference as to their physical
10 custody. NRS 125C.0035(4)(a). Accordingly, Mitchell respectfully requests that FMC
11 interview the children to confirm their wishes and capacity. Both children express the
12 desire to spend more time with Mitchell, Amy, and Mitchell, Jr. Mia is 14 years old and
13 will be 15 years old on October 19, 2019. Ethan is 12 years old and will be 13 years old
14 on March 24, 2020. Both are exceptionally mature (even for their age). If the children
15 have the flexibility they need to determine their timeshare, Mitchell hopes and expects
16 that Christina will finally cease her bad behavior.
17
18
19
20

21 After the children are interviewed, Mitchell would like to attend mediation at
22 FMC with Christina to determine the scope of teenage discretion to be exercised by the
23 children while preserving the joint physical custody arrangement. If the parties are not
24 able to agree on the parameters, Mitchell respectfully asks the court to permit the
25 children to determine their timeshare schedule with each party. If the court is unwilling
26 to grant the children the flexibility to exercise teenage discretion without an evidentiary
27
28

1 hearing, Mitchell respectfully asks the court to set the matter for a brief evidentiary
2 hearing. Good cause has been shown.

3 **III. Conclusion.**
4

5 Mitchell respectfully requests the following relief:

- 6 1. FMC interview the parties' children to determine their wishes and capacity to
7 exercise teenage discretion with respect to the timeshare spent with each party.
8
9 2. The parties participate in mediation at FMC to determine the parameters of
10 teenage discretion.
11
12 3. An order permitting the children to exercise teenage discretion with respect to
13 the timeshare with each party within the confines of joint physical custody.
14
15 4. If the court will not grant Mitchell's request without an evidentiary hearing,
16 then the court should schedule the matter for a brief evidentiary hearing.
17

18 **DECLARATION OF MITCHELL STIPP**
19

20 I hereby declare and state as follows:

- 21 1. I am competent and willing to testify in a court of law as to the facts contained in
22 this supplement (which are incorporated herein by this reference).
23
24 2. I have personal knowledge of these facts, save those stated upon information
25 and/or belief, and as to those matters, I believe them to be true.
26

27 /s/ Mitchell Stipp

28 Mitchell Stipp

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Christina Calderon

Plaintiff/Petitioner

v.
Mitchell Stipp

Defendant/Respondent

Case No. D-08-389203-ZDept. G

**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: Mitchell Stipp Date 8/25/19

Signature of Party or Preparer /s/ Mitchell Stipp

EXHIBIT A

Christina wrote on August 14, 2019–12:04AM

Mitch,

I tried to reach you and Amy tonight. Please confirm what time you will be picking up Mia's phone. I asked her for it. She physically attacked me, again, and she kept the phone all night with no consequences. You said you would remove it from her possession under these circumstances. I am counting on your support and assistance.

-Christina

Christina wrote on August 14, 2019–7:10AM

Mitch,

Please pick up Mia's phone from her at school. You said it would only take one time for her to lose her phone and she would listen. Selena will pick her up at 3:20 at the park as usual.

Thank you,
Christina

Sent from my iPhone

Mitch wrote on August 14, 2019–7:41AM

I received your messages.

I will address the matter.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 14, 2019–8:41AM

Thank you. Please confirm if by addressing the matter you mean retrieving her phone or not.

Sent from my iPhone

Christina wrote on August 14, 2019–3:09PM

Can you explain how you addressed the matter? Mia still has her phone.

Sent from my iPhone

Mitch wrote on August 14, 2019–3:49PM

There are a number of issues with what occurred. Like last time, there are two version of events.

I want to discuss with Mia in person when she returns to my care. I also think we should meet after. These events cannot occur. It is difficult for me to intervene because I was not there. As we discussed, neither you nor Mia should be physical with each other. I can't drop everything to take away Mia's phone.

Please understand my position. Mia is not being rewarded. Let the next few days be a cooling off period.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 14, 2019–4:05PM

This response is unacceptable. You said you would back me up and have chosen not to do so. You are empowering a child to be violent and abusive to her mother. You haven't asked for me version of events which you don't need other than that Mia was disrespectful and rude. She hit me. She needs her phone taken.

The next time I will call the police and skip you since you have decided to allow the phone in my phone over my objections.

Sent from my iPhone

Mitch wrote on August 14, 2019–4:34PM

I'm not taking anyone's side. I got your version via texts and emails. I have not spoken to Mia other than reviewed messages.

I don't think you should be angry with me. Whether you realize this or not, Mia is being harmed. I do not agree that she should ever put her hands on you. I don't think you should do the same. The question you have to ask is why has it come to this?

For some reason, you are fixated on punishment. Specifically, Mia's phone seems to be the primary basis of your parenting strategy. I think you do not understand the harm you have previously caused Mia, which has caused Mia now to lash out when you threaten to call her school, contact her friends, and now Joey. I fear under your care it will only be worse.

See attached message. Mia has very strong feelings about you. Ethan has similar feelings. Is this the relationship you want with them? Are you happy? I can't imagine that you are.

Letting the kids grow where they will do best is the right thing to do. I think you should consider allowing the kids to live with us full time. I'm happy to work with you on a flexible schedule to spend time with the kids. I don't want our relationship to be adversarial. I also can't referee every dispute while the kids are in your care. I think if the children were interviewed by FMC that the family court would allow the kids to exercise discretion. I don't believe the motion would be complicated—let the kids choose.

I don't think it is a good idea to call the police on your kids. If that is where you are, please consider my offer.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 15 2019–7:13PM

Mitch,

When we met earlier this year in May at Starbucks for several hours to discuss our kids, you stated that a parent should have the right to take away a child's phone. You said that you did not condone Mia becoming physically violent toward me or to property. You said that going forward, you would support me in taking away the kids' cell phones if they were misbehaving.

You and Amy stated that you take away their cell phones when they misbehave when they are with you. I believe you mentioned that you just did so recently when Mia had a meltdown in your home about getting bloodwork. Amy even added during our conversation in May that I would only need to take away their phones one time, for 24 hours, and they would get the picture. We all agreed to work together on this and various other coparenting issues.

The very next day, we met all together, in person, with Mia and Ethan, and you reiterated your support for my ability to take the kids' phones away. Specifically, you told Mia and Ethan that if I asked for their phones and they did not give it to me, you would come and get the phones and they would not get them back for a long time.

On Tuesday, Mia was up late on her phone and was being loud. She was keeping Ethan awake. It was past 10:30 pm on a school night. I asked her to get off the phone because it was time for bed. She was rude and disrespectful in response. I asked for her phone. She refused.

I reached out to you and Amy for assistance. You had the option to cut service to the phone or take it away. You did not respond. The next day, I asked you to retrieve Mia's phone from her at school. You said you would handle the matter.

Ultimately, you decided not to take away Mia's phone or cut service. You decided to leave the phone with Mia while she is in my care and told me to take the rest of the week to "cool off."

Instead of honoring your promise to coparent and present a "united front" to the kids, you did the opposite. Below, you now say you would rather reinstitute custody litigation. We all agreed how destructive and unappealing that was the first time around.

Let me ask you to consider this. Why not simply try what you promised before and see if it works? We all agreed that we wanted to raise good kids that would be respectful to all adults.

This was the first time since our meeting three months ago that I asked for your assistance with their cell phone access.

I think you should honor your promise to coparent and support our children growing up to be kind and respectful adults.

Divorced parents can and should have agreements on usage and access to electronic devices when their kids are in each other's homes. I thought we had reached such an agreement. Let's give that agreement a chance to actually work first before you jump to trying to change custody. Think of the message you are sending the kids by not honoring the promise you made to them to be supportive of their mom and to be united with her in raising them. Let's move forward in the coparenting direction, not backward into litigation.

Thank you,
Christina

Christina wrote on August 19, 2019–8:12PM

Let me know when you're available to discuss the events of last week. I'd like to do so before Friday. We can meet at that same Starbucks as last time if you prefer.

Sent from my iPhone

Christina wrote on August 20, 2019–6:13PM

Mitch,

I have not heard from you regarding my request to meet to discuss what transpired last week when I asked you to retrieve Mia's cell phone or cut service to it after she physically struck me. As I told you before, Mia was upset because I told her to get off the phone late at night on a school night.

I'm attaching photos of the injuries (scratches and bruising) Mia inflicted on me for your consideration since you said you were not going to retrieve her phone, but were, instead, going to leave her with the phone and talk to Mia three days later when she was scheduled to go to your house Friday for the regular exchange in order to "get her version of events."

The photos are in chronological order with the first three being ones that were taken the day

she hit me. The last one was taken today.

As previously told you, I am very disappointed in your refusal to honor your promise of support when it came to cell phones in my home as well as to co-parent in general and support me taking away cell phones when our kids misbehave in my home.

Please be advised that I do not want you sending Mia's cell phone with her when I pick her up on Friday. She is to leave it at your home.

Thank you in advance. I am still interested in meeting with you in person to discuss the matter further.

Thanks,
Christina

Sent from my iPhone

Mitch wrote on August 20, 2019–6:27PM

I'm not interested in any litigation. However, you have not changed your parenting techniques and the resentment continues.

I agreed to support your decision to take away the phone of either children. I did not agree to come get a phone in the middle of the night. As I understand it, you and Mia had a disagreement over the time she should get off the phone. This resulted in you threatening to call Joey and Joey's mom. According to Mia, you laughed at her when she objected and threatened her until it became physical. You also called and texted Joey's mom. It is bizarre behavior for a parent to threaten a child with harm to third-party relationships and to reach out to these third-parties in the middle of the night to help you get Mia off the phone.

We are happy to meet this week. Given your parenting, I'm not sure the kids should return to your care. Neither kid should be subject to bullying. Laughing, threatening, or otherwise provoking physical contact is not appropriate. While I do not condone Mia putting her hands on you (assuming that is true), I do not agree with provocation by you or you putting your hands on her. Ethan should not be subject to this environment either.

Let me know when you want to meet.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 20, 2019–7:01PM

I can meet tomorrow or Thursday after work. 6pm or later.

Please review my recent email with photos of the injuries since you appear to doubt the facts

of what transpired. You did not have to come to my home that night, you could have simply called your cell phone provider and suspended service. We previously discussed that option. You have done it in the past when I used to keep the Kids' phones in my room. Mia would tell Amy to cut the service and you would comply. I ask you to cut service so our teenager can get off the phone and you refuse and instead threaten custody litigation.

Let's discuss the issues further in person. I do not want to litigate either. However, your demand for full custody of both children in light of your unfortunate refusal to coparent is what is bizarre and unreasonable.

Mitch wrote on August 20, 2019–6:01PM

I will check my schedule and get back to you. Given your availability, it may be best for a call.

I could not have helped you that night. I was already sleeping. Regardless, it was an issue that could have been resolved the next day. It was not necessary to escalate the dispute or call Joey's mom.

I'm not threatening litigation. I strongly believe the kids would be happier and do better with me. I'm happy to provide opportunities for you to spend time with them.

I will get back to you soon.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 20, 2019–7:19PM

I don't think a phone call is conducive to resolving our dispute. I can meet earlier on Thursday if that works for you. Can you meet at 4:30?

Mitch wrote on August 21, 2019–7:50PM

What is the issue with a call? Meeting in person is too challenging given our schedules and responsibilities with the kids. Both kids have concerns about returning to your care. I am not sure it makes sense if there is any chance of physical contact between you and Mia. This is the case even if you assume Mia is the aggressor. To be clear, I do not condone physical contact by anyone. Mia indicated you were physical with her (hitting, kicking and otherwise wrestling). She also asserts you were taunting her to provoke physical contact. Enough is enough.

If you want to meet in person, I think we should do so through FMC. That should provide the best environment to speak freely about issues. We can also stipulate for FMC to interview Mia (and Ethan if necessary). I think we have reached a point where you are not

capable of caring for the children in a way that meets their best interests. The kids are old enough to decide where they want to live. I'm not interested in changing custody or want child support. I just want the kids to be happy and they are not with you. You work during the week and have very little time with them during that time. Why not forego this time to reduce conflict? You can focus on getting the help you need and spending quality time with the kids.

Personally, I think you will be happier without the responsibility of caring for the kids during the week. You will never have success now that the kids are older and you have failed to treat them respectfully. I have provided you multiple chances to change your approach and refine your parenting skills. You are still punishing the kids the same way—emotional abuse. They resent you for it. You have not been able to repair your relationships with them. Why would it change now?

Let me know if you are willing to speak (rather than meet). For now, I intend to keep the kids in my care until we negotiate alternative arrangements or the court orders otherwise.

Thought?

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Mitch wrote on August 22, 2019—9:01AM

Please advise if you are available today to speak with me. If not, let's try for tomorrow.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Mitch wrote on August 22, 2019—3:23PM

I have not received a response. We should have a call if you are available today.

I noticed transaction activity on the docket in our case. It appears you purchased a copy. I'm glad it's not a new filing. You may be thinking about filing something. Rather than ignore my emails and surprise me, let's discuss.

Mia is adamant about not returning to your care. I have not discussed the situation with either child. However, I'm certain Ethan will make the same decision.

I look forward to hearing from you.

Christina wrote on August 22, 2019–8:40PM

Hi Mitch,

I intend to abide by the express terms of our custody order. I will pick up our kids at the time and place specified in our court order, which is at their school tomorrow, when their school day ends. You can drop off their non-school belongings in my courtyard tomorrow or they can bring it to school with them.

If you intend to violate our custody order as you state below, I have no choice but to enforce it. You cannot knowingly violate a court order. You need to support visitation, not thwart it.

I have always supported Mia to get involved in counseling. I think it's something she needs. I will send you three names from my insurance provider list, and you can choose one or vice versa.

With regard to cell phones, do not allow cell phones to come with our kids from your home during my custodial time. You will be able to contact them at 702-610-0032.

Thank you,
Christina

Mitch wrote on August 22, 2019–9:31PM

This approach is not accordance with our agreement to exchange the children at 6pm. I have tried to reach out to you today, but you refuse to speak by phone. I do not intend to violate any court order. However, given the issues with your parenting, I have concerns about the children returning to your care. What would you do under the same circumstances?

Please do not try to pick up the kids from their school. I do not want to involve the school in our personal, family matters. I'm not preventing you from visiting the kids. I am supporting the children with their decision. It is my responsibility to protect their best interests. If I need to file a motion in the morning, I will do so.

Mitch wrote on August 22, 2019–10:40PM

I tried to call you and received no response.

You are putting me in a very difficult situation. Electing not to speak with me substantially limits options.

The kids are concerned about your behavior. They don't want you to show up at their school. I'm not sure how this helps. You are not putting the interest of the kids above your own regardless if you agree with me. What do you accomplish by this approach? The kids are terrified that you will physically remove them from school or otherwise cause a scene. This causes them a lot of anxiety. This is exactly the type of parenting decision I'm talking

about. If you don't get your way, you threaten to harm the children's relationships to secure obedience.

I'm not trying to take the kids away from you. I have been more than patient with what you call mistakes. No one is perfect. However, I'm not sure why you can't see what you are doing is wrong.

Think about how your family therapist, Nick Ponzo, reacted to your choices previously. I'm certain he would not agree with them now. The window is closing here. If you want our help, you need to take our advice. I can't image this choice will work out well for you and your relationship with the kids.

Let me know by 9am tomorrow how you want to proceed.

Christina wrote on August 23, 2019--9:32AM

Mitch,

Although I appreciate your concern, you don't live my life day to day and although you can try to say that you're doing this in the children's best interest, I'm a deputy district attorney working to protect children on a daily basis. As such, I beg to differ.

We have a court order. I intend to follow the order as written. You must also follow the order as well. If you wish to change it, hire a lawyer.

I'm picking up the children pursuant to the court order. That is the letter of the law. My children mean everything to me. I'll be there.

Thanks,
Christina

Christina wrote on August 23, 2019--11:22AM

Hi Mitch,

Thank you for our phone call today. I would like the opportunity to speak to you further and in more detail about the issues we raised and briefly discussed. Let me know some dates and times that would work for you, and I'll do the same.

As we agreed, I will not pick up the kids from school today. We agreed that I will pick up Mia from your home at 6pm and that you will continue to facilitate the exchange as we have been practicing. I will then pick up Ethan from baseball at 8pm and we will proceed from there as normal.

I look forward to continuing to coparent and work with you for our kids.

Thank you again,
Christina

Christina wrote on August 23, 2019–6:58PM

This email shall document your violation of our court order. You agreed to exchange Mia today. You refuse to do so. I have been in front of your home since 6pm. I will remain here until you ensure Mia comes with me. Please bring Ethan's things out of your home.

Sent from my iPhone

Christina wrote on August 25, 2019–6:01PM

Mitch,

I will be picking up Mia and Ethan after school tomorrow as it is my custodial time. Please leave their Tuesday backpacks/books at the front office.

Mitch wrote on August 25, 2019–6:27PM

The children have expressed to me that they want to remain in my care for now. Both are very disturbed by your behavior on Friday. Ethan is very upset about your communications with his baseball coach.

I would advise against using the school for leverage to exercise time. Metro provided the attached. As communicated to you, Metro will not force the children into your care. I will be providing it to the children's school. Please do not cause a scene like Friday. You are only making the situation worse for the kids.

Per your request, I will have my motion on file before Monday morning. Let me know if you want to work something out before then.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT			
☐ Apt. Notification	☐ Disturbance	☐ Trespassing	
☐ Garage Door	☐ Drug Activity	☐ Domestic Violence	
☐ Curfew Notification	☐ Theft	☒ Civil Stand-by	
☐ Other	☐ Vandalism	☐	
Address 9793 SERENE STAR		Event # LLV190800114833	
Apt. Name		Message MIA AND ETHAN STAY	
CHOSE NOT TO GO W/ MOTHER, AGES ARE 14 AND 12. MITCHELL WAS NOT HOLDING THE CHILDREN AGAINST WILL			
Date 08/23/19	Time 2050	Officer Name P. LOMAGLIO	P# 17
LVMPD 275 (REV. 10-14) DISTRIBUTION: WHITE • SUBSTATION CARDSTOCK • CITIZEN			

Christina wrote on August 25, 2019–7:21PM

Mitch,

You are in ongoing violation of a valid court custody order. I do not give you permission to keep our children in your care during my custodial time.

You should not have shared texts between me and Ethan's baseball coach with him.

Your Metro card is factually inaccurate. Ethan was not even present in your home at the time that the officer was at your home.

To stop your contempt of the court order, immediately provide me with a time and location so that I may receive our children into my care.

As you know, neither a police card nor a motion serve to nullify a valid court order. If you represent that to the school, it is a false statement.

-Christina

Mitch wrote on August 25, 2019–7:37PM

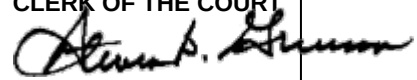
I disagree with you. The kids do not want to return to your care at this time. Your threats to go to their school only hurts the kids. The only thing that matters is their best interest. Your decision to call the police, contact Ethan's baseball coach, and threaten to go to the children's school reflects exactly what the children complain about: you are threatening to harm their relationships in order to obtain compliance. I do not intend to allow this to happen any more.

I informed the kids you wanted to pick them up from school tomorrow. Both were adamant that they do not want to go with you. It does not make sense to put the school (like you did with Ethan's coach) in the middle. Please reconsider your threat. Like with Metro and Coach Mo, I will address the matter with the children's school. If Metro would not force the children into your care on Friday, why do you think a school administrator will? I do not think a family court judge will see your conduct as justified.

I told you that we should work out an alternative arrangement. For now, the kids don't want to be with you. You did a lot of damage on Friday. You asked me to file a motion. I intend to have one on file. Please stop your behavior.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Electronically Filed
8/26/2019 8:04 AM
Steven D. Grierson
CLERK OF THE COURT



In the Matter of the Joint Petition for
Divorce of:
Mitchell David Stipp and Christina
Calderon Stipp

Case No.: D-08-389203-Z

Department G

NOTICE OF HEARING

Please be advised that the Motion for Child Interview by FMC, Mediation and to Permit Children to Exercise Teenage Discretion on Timeshare in the above-entitled matter is set for hearing as follows:

Date: October 30, 2019

Time: 10:00 AM

Location: Courtroom 09
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/ Cecilia Dixon
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/ Cecilia Dixon
Deputy Clerk of the Court

AA000055

1 Mitchell filed his motion and exhibits in support thereof on August 26, 2019 for
2 the children to be interviewed by FMC, to mediate with Christina at FMC, and to allow
3 the children to exercise teenage discretion with respect to the physical timeshare with
4 the parties. See Exhibits A and B. The hearing on this matter is currently scheduled
5 for October 30, 2019 at 10:00 a.m. Christina asked that Mitchell file a motion (despite
6 Mitchell's desire to work out an alternative arrangement with Christina to avoid
7 litigation). Mitchell provided a copy of the motion, exhibits, and notice of hearing to
8 Christina via email on August 26, 2019 and sent copies to her home address via US
9 Mail. See Exhibit C. Christina is furious with the decision of the children to remain
10 in Mitchell's care on August 23, 2019 and the police department's investigation of the
11 matter. The police department provided to Mitchell the following report and instructed
12 him to supply it to any third-party (including the children's school) in the event Christina
13 demands the school or any other third party force the children into her care:
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1 However, Mitchell expects Christina to interfere with these efforts.

2 Mitchell has tried to work with Christina and the children to end Christina's use
3 of psychological coercion (specifically emotional blackmail). Christina has failed to
4 change. Mia has been the primary victim but recently will not stand for such abuse.
5 Unfortunately, this decision has resulted in **physical altercations** between Christina and
6 Mia, pursuant to which Mitchell has had to intervene to resolve. Based on the last
7 physical fight on August 13, 2019, Mia decided she did not want to return to Christina's
8 care. Ethan feels similarly (especially in light of Christina's attempt to harm Ethan's
9 baseball participation to force the children into her care). Mitchell is concerned that
10 there may be further physical violence if Christina takes physical custody of the children
11 without a hearing before October 30, 2019. Both children have informed Mitchell that
12 they do not want to be with Christina, will refuse to allow her to take them from school
13 or anywhere else, and will escape if forced to be with her.
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1 **ORDER SHORTENING TIME AND RELATED RELIEF**

2 TO: CHRISTINA CALDERON AND HER COUNSEL OF RECORD (IF
3 ANY)
4

5 **IT IS HEREBY ORDERED THAT** DEFENDANT’S MOTION FOR CHILD
6 INTERVIEW BY FMC, MEDIATION AND TO PERMIT CHILDREN TO
7 EXERCISE TEENAGE DISCRETION ON TIMESHARE will be heard on the
8 _____ day of _____, 20_____, at the
9 hour of _____m or as soon thereafter as counsel may be heard.
10

11 **FURTHER, IT IS HEREBY ORDERED THAT** the minor children, Mia Elena
12 Stipp (DOB, 10/19/2004, Now Age: 14) and Ethan Christopher Stipp (DOB, 3/24/2004,
13 Now Age: 12), may exercise teenage discretion and remain in the physical care of
14 Mitchell Stipp **temporarily** pending the hearing on this matter.
15
16

17 **FURTHER, IT IS HEREBY ORDERED THAT** Plaintiff, Christina Calderon,
18 shall not cancel or otherwise interfere with the extracurricular activities of the children
19 (including baseball for Ethan and music lessons for Mia) pending the hearing on this
20 matter.
21

22 **IT IS SO ORDERED** this _____ day of _____,
23 2019.
24

25
26
27 _____
28 DISTRICT COURT JUDGE

EXHIBIT A TO
EX PARTE APPLICATION

1 between Christina and Mia has turned violent while in Christina's care. On several
2 occasions, disagreement between them has resulted in physical confrontation. The last
3 episode occurred on August 13, 2019.¹ Apparently, Christina wanted Mia to end her
4 telephone call with her school friend, Joey. An argument between them ensued, and
5 Christina threatened to call Joey and Joey's parents to force Mia to terminate the
6 telephone call. Previously, Mia provided the contact information for Joey's mother to
7 Christina, and Christina promised not to use that information as leverage in any
8 parent/child dispute. Below is a text message from Mia to Amy received at 10:31 p.m.
9 on August 31, 2019 and Amy's response the next morning at 7:00 a.m.:

12 ///

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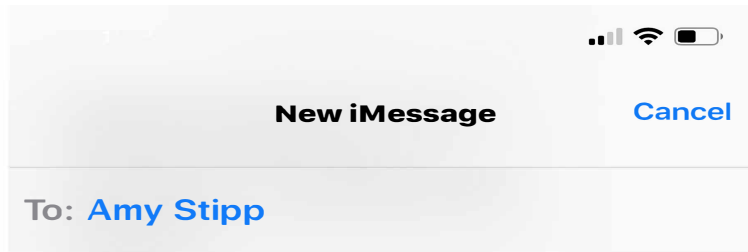
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28 ¹ Christina and Mia also were involved in a physical altercation on May 9, 2019 during Christina's timeshare. After the fight, Mia refused to stay in Christina's care. Mitchell picked her up from Christina's home, and Mia remained with Mitchell and Amy until May 31, 2019. Ethan was also in Mitchell's care during this time.



**I don't want to be here
anymore**

**She was getting in my
face again**

And I told her to back off

**And she was threatening
me with Joey**

**I was mad because she
was laughing at me and
threatening to call his
mom**

**And she pushed me to
the ground and started
punching me**

**But I pushed her back and
blocked the door**

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Friday 6:22 PM

Please talk to Mia. Exercise your parental discretion and facilitate her into my vehicle. It's not a choice she can make. If you want to change the timeshare file a motion. You are obligated to make this exchange

Amy is clearly upset. Come out and talk to me

Are you bringing Ethan's stuff out

Are you bringing Ethan's stuff out

Do I need to call Mo?

Friday 7:37 PM

Christina Calderon

Hi Coach Mo. My dad is there to pick up Ethan from practice. His name is Peter Calderon. It is my timeshare. I do not want Ethan going home with anyone other than my dad. That includes Mitch. It is my timeshare.

cc

I am at mitch's house waiting for the police because Mitch is keeping Mia and Ethan in violation of our custody order. Please release Ethan to my dad who is there to pick him up

cc

Mo

Good Evening, I am not certain what is occurring, but grandfather and step-mom are here, Ethan walked away with step-mom and grandpa filmed.

I am not in a position to make decisions in any family matters, but I am informing you of what just occurred, and I am uncertain of what you have agreed upon.

Christina Calderon

I will be at the baseball field tomorrow morning with police if Ethan is not exchanged to me tonight. FYI

CC

Mo

I respectfully ask that you not expose the other parents or kids to that situation.

Please understand I like your son, I believe I can help him reach his baseball goals, but I will not sacrifice the sanctity of my organization for any one person.

M

Christina Calderon

I hope that Mitch will respect the Court order tonight

CC

Mo

Please stop texting me

I will support Ethan, but I cannot be in the middle of this situation.

M

Christina believed that Mitchell would force Mia to go with Christina in order to protect Ethan's position on the baseball team. She was wrong. Both children deserve to be protected from this behavior. Fortunately, Coach Mo did the right thing and protected Ethan. Who threatens to show up at a baseball practice with police? After speaking to Coach Mo, Amy picked up Ethan from baseball practice and returned home.

The police finally arrived at Mitchell's home at approximately 8:00 p.m. The police interviewed Mitchell, Christina and Mia. The police informed Mitchell and Mia that Mia is not required to go with Christina if she does not want and Mitchell is not required to force her to do so. The police issued to Mitchell the following report:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT				
☐ Apt. Notification	☐ Disturbance	☐ Trespassing		
☐ Garage Door	☐ Drug Activity	☐ Domestic Violence		
☐ Curfew Notification	☐ Theft	☒ Civil Stand-by		
☐ Other	☐ Vandalism	☐		
Address 9793 SERENE STAR		Event # LLV190800114833		
Apt. Name		Message MIA AND ETHAN STIP		
CHOSE NOT TO GO W/ MOTHER. AGES ARE 14 AND 17. MITCHELL WAS NOT HOLDING THE CHILDREN AGAINST WILL				
Date 08/23/17	Time 2050	Officer Name P. LOMAGLIO	P# 17	
LVMPD 275 (REV. 10-14) DISTRIBUTION: WHITE • SUBSTATION CARDSTOCK • CITIZEN				

1 not seek to change physical custody unless the court will not grant Mitchell's requested
2 relief. Mitchell simply wants the court to allow the children the flexibility to decide on
3 their timeshare arrangements within the confines of joint physical custody (i.e., at least
4 146 days of physical custody).
5

6 In any action for determining physical custody, the sole consideration of the court
7 is the best interest of the children. NRS 125C.0035(1). In determining the best interest
8 of the children, the court should consider the wishes of the children if the children are
9 of sufficient age and capacity to form an intelligent preference as to their physical
10 custody. NRS 125C.0035(4)(a). Accordingly, Mitchell respectfully requests that FMC
11 interview the children to confirm their wishes and capacity. Both children express the
12 desire to spend more time with Mitchell, Amy, and Mitchell, Jr. Mia is 14 years old and
13 will be 15 years old on October 19, 2019. Ethan is 12 years old and will be 13 years old
14 on March 24, 2020. Both are exceptionally mature (even for their age). If the children
15 have the flexibility they need to determine their timeshare, Mitchell hopes and expects
16 that Christina will finally cease her bad behavior.
17
18
19
20

21 After the children are interviewed, Mitchell would like to attend mediation at
22 FMC with Christina to determine the scope of teenage discretion to be exercised by the
23 children while preserving the joint physical custody arrangement. If the parties are not
24 able to agree on the parameters, Mitchell respectfully asks the court to permit the
25 children to determine their timeshare schedule with each party. If the court is unwilling
26 to grant the children the flexibility to exercise teenage discretion without an evidentiary
27
28

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Christina Calderon

Plaintiff/Petitioner

v.
Mitchell Stipp

Defendant/Respondent

Case No. D-08-389203-ZDept. G

**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: Mitchell Stipp Date 8/25/19

Signature of Party or Preparer /s/ Mitchell Stipp

EXHIBIT B TO EX PARTE APPLICATION

EXHIBIT A

Christina wrote on August 14, 2019–12:04AM

Mitch,

I tried to reach you and Amy tonight. Please confirm what time you will be picking up Mia's phone. I asked her for it. She physically attacked me, again, and she kept the phone all night with no consequences. You said you would remove it from her possession under these circumstances. I am counting on your support and assistance.

-Christina

Christina wrote on August 14, 2019–7:10AM

Mitch,

Please pick up Mia's phone from her at school. You said it would only take one time for her to lose her phone and she would listen. Selena will pick her up at 3:20 at the park as usual.

Thank you,
Christina

Sent from my iPhone

Mitch wrote on August 14, 2019–7:41AM

I received your messages.

I will address the matter.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 14, 2019–8:41AM

Thank you. Please confirm if by addressing the matter you mean retrieving her phone or not.

Sent from my iPhone

Christina wrote on August 14, 2019–3:09PM

Can you explain how you addressed the matter? Mia still has her phone.

Sent from my iPhone

Mitch wrote on August 14, 2019–3:49PM

There are a number of issues with what occurred. Like last time, there are two version of events.

I want to discuss with Mia in person when she returns to my care. I also think we should meet after. These events cannot occur. It is difficult for me to intervene because I was not there. As we discussed, neither you nor Mia should be physical with each other. I can't drop everything to take away Mia's phone.

Please understand my position. Mia is not being rewarded. Let the next few days be a cooling off period.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 14, 2019–4:05PM

This response is unacceptable. You said you would back me up and have chosen not to do so. You are empowering a child to be violent and abusive to her mother. You haven't asked for me version of events which you don't need other than that Mia was disrespectful and rude. She hit me. She needs her phone taken.

The next time I will call the police and skip you since you have decided to allow the phone in my phone over my objections.

Sent from my iPhone

Mitch wrote on August 14, 2019–4:34PM

I'm not taking anyone's side. I got your version via texts and emails. I have not spoken to Mia other than reviewed messages.

I don't think you should be angry with me. Whether you realize this or not, Mia is being harmed. I do not agree that she should ever put her hands on you. I don't think you should do the same. The question you have to ask is why has it come to this?

For some reason, you are fixated on punishment. Specifically, Mia's phone seems to be the primary basis of your parenting strategy. I think you do not understand the harm you have previously caused Mia, which has caused Mia now to lash out when you threaten to call her school, contact her friends, and now Joey. I fear under your care it will only be worse.

See attached message. Mia has very strong feelings about you. Ethan has similar feelings. Is this the relationship you want with them? Are you happy? I can't imagine that you are.

Letting the kids grow where they will do best is the right thing to do. I think you should consider allowing the kids to live with us full time. I'm happy to work with you on a flexible schedule to spend time with the kids. I don't want our relationship to be adversarial. I also can't referee every dispute while the kids are in your care. I think if the children were interviewed by FMC that the family court would allow the kids to exercise discretion. I don't believe the motion would be complicated—let the kids choose.

I don't think it is a good idea to call the police on your kids. If that is where you are, please consider my offer.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 15 2019–7:13PM

Mitch,

When we met earlier this year in May at Starbucks for several hours to discuss our kids, you stated that a parent should have the right to take away a child's phone. You said that you did not condone Mia becoming physically violent toward me or to property. You said that going forward, you would support me in taking away the kids' cell phones if they were misbehaving.

You and Amy stated that you take away their cell phones when they misbehave when they are with you. I believe you mentioned that you just did so recently when Mia had a meltdown in your home about getting bloodwork. Amy even added during our conversation in May that I would only need to take away their phones one time, for 24 hours, and they would get the picture. We all agreed to work together on this and various other coparenting issues.

The very next day, we met all together, in person, with Mia and Ethan, and you reiterated your support for my ability to take the kids' phones away. Specifically, you told Mia and Ethan that if I asked for their phones and they did not give it to me, you would come and get the phones and they would not get them back for a long time.

On Tuesday, Mia was up late on her phone and was being loud. She was keeping Ethan awake. It was past 10:30 pm on a school night. I asked her to get off the phone because it was time for bed. She was rude and disrespectful in response. I asked for her phone. She refused.

I reached out to you and Amy for assistance. You had the option to cut service to the phone or take it away. You did not respond. The next day, I asked you to retrieve Mia's phone from her at school. You said you would handle the matter.

Ultimately, you decided not to take away Mia's phone or cut service. You decided to leave the phone with Mia while she is in my care and told me to take the rest of the week to "cool off."

Instead of honoring your promise to coparent and present a "united front" to the kids, you did the opposite. Below, you now say you would rather reinstate custody litigation. We all agreed how destructive and unappealing that was the first time around.

Let me ask you to consider this. Why not simply try what you promised before and see if it works? We all agreed that we wanted to raise good kids that would be respectful to all adults.

This was the first time since our meeting three months ago that I asked for your assistance with their cell phone access.

I think you should honor your promise to coparent and support our children growing up to be kind and respectful adults.

Divorced parents can and should have agreements on usage and access to electronic devices when their kids are in each other's homes. I thought we had reached such an agreement. Let's give that agreement a chance to actually work first before you jump to trying to change custody. Think of the message you are sending the kids by not honoring the promise you made to them to be supportive of their mom and to be united with her in raising them. Let's move forward in the coparenting direction, not backward into litigation.

Thank you,
Christina

Christina wrote on August 19, 2019–8:12PM

Let me know when you're available to discuss the events of last week. I'd like to do so before Friday. We can meet at that same Starbucks as last time if you prefer.

Sent from my iPhone

Christina wrote on August 20, 2019–6:13PM

Mitch,

I have not heard from you regarding my request to meet to discuss what transpired last week when I asked you to retrieve Mia's cell phone or cut service to it after she physically struck me. As I told you before, Mia was upset because I told her to get off the phone late at night on a school night.

I'm attaching photos of the injuries (scratches and bruising) Mia inflicted on me for your consideration since you said you were not going to retrieve her phone, but were, instead, going to leave her with the phone and talk to Mia three days later when she was scheduled to go to your house Friday for the regular exchange in order to "get her version of events."

The photos are in chronological order with the first three being ones that were taken the day

she hit me. The last one was taken today.

As previously told you, I am very disappointed in your refusal to honor your promise of support when it came to cell phones in my home as well as to co-parent in general and support me taking away cell phones when our kids misbehave in my home.

Please be advised that I do not want you sending Mia's cell phone with her when I pick her up on Friday. She is to leave it at your home.

Thank you in advance. I am still interested in meeting with you in person to discuss the matter further.

Thanks,
Christina

Sent from my iPhone

Mitch wrote on August 20, 2019–6:27PM

I'm not interested in any litigation. However, you have not changed your parenting techniques and the resentment continues.

I agreed to support your decision to take away the phone of either children. I did not agree to come get a phone in the middle of the night. As I understand it, you and Mia had a disagreement over the time she should get off the phone. This resulted in you threatening to call Joey and Joey's mom. According to Mia, you laughed at her when she objected and threatened her until it became physical. You also called and texted Joey's mom. It is bizarre behavior for a parent to threaten a child with harm to third-party relationships and to reach out to these third-parties in the middle of the night to help you get Mia off the phone.

We are happy to meet this week. Given your parenting, I'm not sure the kids should return to your care. Neither kid should be subject to bullying. Laughing, threatening, or otherwise provoking physical contact is not appropriate. While I do not condone Mia putting her hands on you (assuming that is true), I do not agree with provocation by you or you putting your hands on her. Ethan should not be subject to this environment either.

Let me know when you want to meet.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 20, 2019–7:01PM

I can meet tomorrow or Thursday after work. 6pm or later.

Please review my recent email with photos of the injuries since you appear to doubt the facts

of what transpired. You did not have to come to my home that night, you could have simply called your cell phone provider and suspended service. We previously discussed that option. You have done it in the past when I used to keep the Kids' phones in my room. Mia would tell Amy to cut the service and you would comply. I ask you to cut service so our teenager can get off the phone and you refuse and instead threaten custody litigation.

Let's discuss the issues further in person. I do not want to litigate either. However, your demand for full custody of both children in light of your unfortunate refusal to coparent is what is bizarre and unreasonable.

Mitch wrote on August 20, 2019–6:01PM

I will check my schedule and get back to you. Given your availability, it may be best for a call.

I could not have helped you that night. I was already sleeping. Regardless, it was an issue that could have been resolved the next day. It was not necessary to escalate the dispute or call Joey's mom.

I'm not threatening litigation. I strongly believe the kids would be happier and do better with me. I'm happy to provide opportunities for you to spend time with them.

I will get back to you soon.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Christina wrote on August 20, 2019–7:19PM

I don't think a phone call is conducive to resolving our dispute. I can meet earlier on Thursday if that works for you. Can you meet at 4:30?

Mitch wrote on August 21, 2019–7:50PM

What is the issue with a call? Meeting in person is too challenging given our schedules and responsibilities with the kids. Both kids have concerns about returning to your care. I am not sure it makes sense if there is any chance of physical contact between you and Mia. This is the case even if you assume Mia is the aggressor. To be clear, I do not condone physical contact by anyone. Mia indicated you were physical with her (hitting, kicking and otherwise wrestling). She also asserts you were taunting her to provoke physical contact. Enough is enough.

If you want to meet in person, I think we should do so through FMC. That should provide the best environment to speak freely about issues. We can also stipulate for FMC to interview Mia (and Ethan if necessary). I think we have reached a point where you are not

capable of caring for the children in a way that meets their best interests. The kids are old enough to decide where they want to live. I'm not interested in changing custody or want child support. I just want the kids to be happy and they are not with you. You work during the week and have very little time with them during that time. Why not forego this time to reduce conflict? You can focus on getting the help you need and spending quality time with the kids.

Personally, I think you will be happier without the responsibility of caring for the kids during the week. You will never have success now that the kids are older and you have failed to treat them respectfully. I have provided you multiple chances to change your approach and refine your parenting skills. You are still punishing the kids the same way—emotional abuse. They resent you for it. You have not been able to repair your relationships with them. Why would it change now?

Let me know if you are willing to speak (rather than meet). For now, I intend to keep the kids in my care until we negotiate alternative arrangements or the court orders otherwise.

Thought?

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Mitch wrote on August 22, 2019—9:01AM

Please advise if you are available today to speak with me. If not, let's try for tomorrow.

Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

Mitch wrote on August 22, 2019—3:23PM

I have not received a response. We should have a call if you are available today.

I noticed transaction activity on the docket in our case. It appears you purchased a copy. I'm glad it's not a new filing. You may be thinking about filing something. Rather than ignore my emails and surprise me, let's discuss.

Mia is adamant about not returning to your care. I have not discussed the situation with either child. However, I'm certain Ethan will make the same decision.

I look forward to hearing from you.

Christina wrote on August 22, 2019–8:40PM

Hi Mitch,

I intend to abide by the express terms of our custody order. I will pick up our kids at the time and place specified in our court order, which is at their school tomorrow, when their school day ends. You can drop off their non-school belongings in my courtyard tomorrow or they can bring it to school with them.

If you intend to violate our custody order as you state below, I have no choice but to enforce it. You cannot knowingly violate a court order. You need to support visitation, not thwart it.

I have always supported Mia to get involved in counseling. I think it's something she needs. I will send you three names from my insurance provider list, and you can choose one or vice versa.

With regard to cell phones, do not allow cell phones to come with our kids from your home during my custodial time. You will be able to contact them at 702-610-0032.

Thank you,
Christina

Mitch wrote on August 22, 2019–9:31PM

This approach is not accordance with our agreement to exchange the children at 6pm. I have tried to reach out to you today, but you refuse to speak by phone. I do not intend to violate any court order. However, given the issues with your parenting, I have concerns about the children returning to your care. What would you do under the same circumstances?

Please do not try to pick up the kids from their school. I do not want to involve the school in our personal, family matters. I'm not preventing you from visiting the kids. I am supporting the children with their decision. It is my responsibility to protect their best interests. If I need to file a motion in the morning, I will do so.

Mitch wrote on August 22, 2019–10:40PM

I tried to call you and received no response.

You are putting me in a very difficult situation. Electing not to speak with me substantially limits options.

The kids are concerned about your behavior. They don't want you to show up at their school. I'm not sure how this helps. You are not putting the interest of the kids above your own regardless if you agree with me. What do you accomplish by this approach? The kids are terrified that you will physically remove them from school or otherwise cause a scene. This causes them a lot of anxiety. This is exactly the type of parenting decision I'm talking

about. If you don't get your way, you threaten to harm the children's relationships to secure obedience.

I'm not trying to take the kids away from you. I have been more than patient with what you call mistakes. No one is perfect. However, I'm not sure why you can't see what you are doing is wrong.

Think about how your family therapist, Nick Ponzo, reacted to your choices previously. I'm certain he would not agree with them now. The window is closing here. If you want our help, you need to take our advice. I can't image this choice will work out well for you and your relationship with the kids.

Let me know by 9am tomorrow how you want to proceed.

Christina wrote on August 23, 2019--9:32AM

Mitch,

Although I appreciate your concern, you don't live my life day to day and although you can try to say that you're doing this in the children's best interest, I'm a deputy district attorney working to protect children on a daily basis. As such, I beg to differ.

We have a court order. I intend to follow the order as written. You must also follow the order as well. If you wish to change it, hire a lawyer.

I'm picking up the children pursuant to the court order. That is the letter of the law. My children mean everything to me. I'll be there.

Thanks,
Christina

Christina wrote on August 23, 2019--11:22AM

Hi Mitch,

Thank you for our phone call today. I would like the opportunity to speak to you further and in more detail about the issues we raised and briefly discussed. Let me know some dates and times that would work for you, and I'll do the same.

As we agreed, I will not pick up the kids from school today. We agreed that I will pick up Mia from your home at 6pm and that you will continue to facilitate the exchange as we have been practicing. I will then pick up Ethan from baseball at 8pm and we will proceed from there as normal.

I look forward to continuing to coparent and work with you for our kids.

Thank you again,
Christina

Christina wrote on August 23, 2019–6:58PM

This email shall document your violation of our court order. You agreed to exchange Mia today. You refuse to do so. I have been in front of your home since 6pm. I will remain here until you ensure Mia comes with me. Please bring Ethan's things out of your home.

Sent from my iPhone

Christina wrote on August 25, 2019–6:01PM

Mitch,

I will be picking up Mia and Ethan after school tomorrow as it is my custodial time. Please leave their Tuesday backpacks/books at the front office.

Mitch wrote on August 25, 2019–6:27PM

The children have expressed to me that they want to remain in my care for now. Both are very disturbed by your behavior on Friday. Ethan is very upset about your communications with his baseball coach.

I would advise against using the school for leverage to exercise time. Metro provided the attached. As communicated to you, Metro will not force the children into your care. I will be providing it to the children's school. Please do not cause a scene like Friday. You are only making the situation worse for the kids.

Per your request, I will have my motion on file before Monday morning. Let me know if you want to work something out before then.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT			
☐ Apt. Notification	☐ Disturbance	☐ Trespassing	
☐ Garage Door	☐ Drug Activity	☐ Domestic Violence	
☐ Curfew Notification	☐ Theft	☒ Civil Stand-by	
☐ Other	☐ Vandalism	☐	
Address 9793 SERENE STAR		Event # LLV190800114833	
Apt. Name LUN 8914		Message MIA AND ETHAN STIP	
CHOSE NOT TO GO W/ MOTHER, AGES ARE 14 AND 12. MITCHELL WAS NOT HOLDING THE CHILDREN AGAINST WILL			
Date 08/23/19	Time 2050	Officer Name P. LOMAGLIO	P# 17

LVMPD 275 (REV. 10-14) DISTRIBUTION: WHITE • SUBSTATION CARDSTOCK • CITIZEN

Christina wrote on August 25, 2019–7:21PM

Mitch,

You are in ongoing violation of a valid court custody order. I do not give you permission to keep our children in your care during my custodial time.

You should not have shared texts between me and Ethan's baseball coach with him.

Your Metro card is factually inaccurate. Ethan was not even present in your home at the time that the officer was at your home.

To stop your contempt of the court order, immediately provide me with a time and location so that I may receive our children into my care.

As you know, neither a police card nor a motion serve to nullify a valid court order. If you represent that to the school, it is a false statement.

-Christina

Mitch wrote on August 25, 2019–7:37PM

I disagree with you. The kids do not want to return to your care at this time. Your threats to go to their school only hurts the kids. The only thing that matters is their best interest. Your decision to call the police, contact Ethan's baseball coach, and threaten to go to the children's school reflects exactly what the children complain about: you are threatening to harm their relationships in order to obtain compliance. I do not intend to allow this to happen any more.

I informed the kids you wanted to pick them up from school tomorrow. Both were adamant that they do not want to go with you. It does not make sense to put the school (like you did with Ethan's coach) in the middle. Please reconsider your threat. Like with Metro and Coach Mo, I will address the matter with the children's school. If Metro would not force the children into your care on Friday, why do you think a school administrator will? I do not think a family court judge will see your conduct as justified.

I told you that we should work out an alternative arrangement. For now, the kids don't want to be with you. You did a lot of damage on Friday. You asked me to file a motion. I intend to have one on file. Please stop your behavior.

EXHIBIT C TO
EX PARTE APPLICATION

**EXHIBIT D TO
EX PARTE APPLICATION**

AA000104

Christina wrote on August 25, 2019–6:01PM

Mitch,

I will be picking up Mia and Ethan after school tomorrow as it is my custodial time. Please leave their Tuesday backpacks/books at the front office.

Mitch wrote on August 25, 2019–6:27PM

The children have expressed to me that they want to remain in my care for now. Both are very disturbed by your behavior on Friday. Ethan is very upset about your communications with his baseball coach.

I would advise against using the school for leverage to exercise time. Metro provided the attached. As communicated to you, Metro will not force the children into your care. I will be providing it to the children's school. Please do not cause a scene like Friday. You are only making the situation worse for the kids.

Per your request, I will have my motion on file before Monday morning. Let me know if you want to work something out before then.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT			
☐ Apt. Notification	☐ Disturbance	☐ Trespassing	
☐ Garage Door	☐ Drug Activity	☐ Domestic Violence	
☐ Curfew Notification	☐ Theft	☒ Civil Stand-by	
☐ Other	☐ Vandalism	☐	
Address 9793 SERENE STAR LN 8TH FL		Event # LLV190800114833	
Apt. Name		Message MIA AND ETHAN STAY	
CHOSE NOT TO GO W/ MOTHER. AGES ARE 14 AND 12. MITCHELL WAS NOT HOLDING THE CHILDREN AGAINST WILL			
Date 08/23/19	Time 2050	Officer Name P. LOMAGLIO	P# 17

LVMPD 275 (REV. 10-14) DISTRIBUTION: WHITE • SUBSTATION CARDSTOCK • CITIZEN

**EXHIBIT E TO
EX PARTE APPLICATION**

AA000106

Christina Calderon

I will be at the baseball field tomorrow morning with police if Ethan is not exchanged to me tonight. FYI

CC

Mo

I respectfully ask that you not expose the other parents or kids to that situation.

Please understand I like your son, I believe I can help him reach his baseball goals, but I will not sacrifice the sanctity of my organization for any one person.

M

Christina Calderon

I hope that Mitch will respect the Court order tonight

CC

Mo

Please stop texting me

I will support Ethan, but I cannot be in the middle of this situation.

M

EXHIBIT F
TO EX PARTE APPLICATION

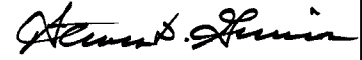


Connie >

Today 11:21 AM

Hi Connie: Confirming
Mia's lesson today at
3:30?

Well, I'm pretty confused.
Saturday Christina texted
me and then confirmed
last night that Mia would
not be coming to her
lesson today. I will hold
Mia's scheduled time
today from 3:30-5:00. I
don't know how to help
and I remained committed
to working with Mia any
time she is available.


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

* * * *

IN THE MATTER OF THE JOINT
PETITION FOR DIVORCE OF:
MITCHELL DAVID STIPP AND
CHRISTINA CALDERON STIPP

CASE NO.: D-08-389203-Z
DEPARTMENT H

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly
reassigned to Judge T. Arthur Ritchie, Jr.

☐ This reassignment follows the filing of Peremptory Challenge of Judge.

☒ This reassignment is due to the recusal of Judge RHONDA K. FORSBERG.. See
minutes in file.

☐ This reassignment is due to:

ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW
DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be
heard by the NEW department as set forth below.

**The Motion hearing has been rescheduled to October 01, 2019, at 11:00 AM at the
Regional Justice Center 200 Lewis Ave. Las Vegas, NV.**

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Deborah Rose
Deputy Clerk of the Court

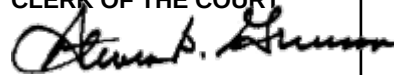
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☒ I mailed, via first-class mail, postage fully prepaid, the foregoing Clerk's Notice Department of Reassignment to:

Mitchell David Stipp
1990 Granemore ST
Las Vegas, NV 89135

☐ I placed a copy of the foregoing Clerk's Notice of Department Reassignment in the appropriate attorney folder located in the Clerk of the Court's Office:

/s/ Deborah Rose
Deputy Clerk of the Court



1 **NOA**
2 **VALARIE I. FUJII, ESQ.**
3 Nevada Bar No. 005955
4 **VALARIE I. FUJII & ASSOCIATES**
5 704 South Sixth Street
6 Las Vegas, Nevada 89101
7 (702) 341-6464 phone
8 (702) 734-6464 facsimile
9 vip@fujii-lawlv.com

10 Attorney for Plaintiff
11 **CHRISTINA CALDERON**

12 **DISTRICT COURT, FAMILY DIVISION**

13 **CLARK COUNTY, NEVADA**

14 **CHRISTINA CALDERON,**)

15 Plaintiff,)

16 vs.)

17 **MITCHELL STIPP,**)

18 Defendant.)

CASE NO.: D-08-389203-Z
DEPT. NO. H/CR 3G at RJC

19 **NOTICE OF APPEARANCE OF COUNSEL FOR PLAINTIFF**

20 TO: MITCHELL STIPP, Defendant herein; and

21 TO: MITCHELL STIPP, ESQ., of LAW OFFICE OF MITCHELL STIPP,
22 Defendant's attorney of record.

23 PLEASE TAKE NOTICE that VALARIE I. FUJII, ESQ., of the law firm of
24 VALARIE I. FUJII & ASSOCIATES, hereby enters her appearance as attorney of

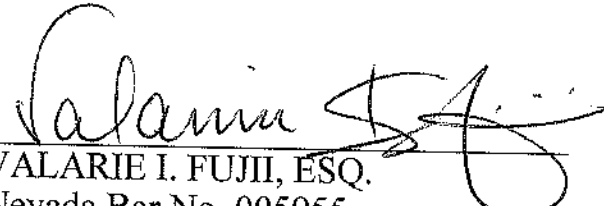
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26

1 record for Plaintiff CHRISTINA CALDERON in the above-entitled action.

2 DATED this 27th day of August, 2019.

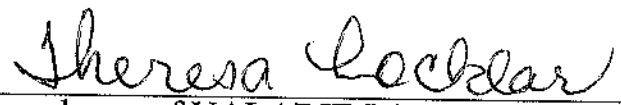
3 VALARIE I. FUJII & ASSOCIATES

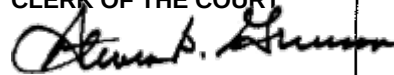
4
5 
6 VALARIE I. FUJII, ESQ.
7 Nevada Bar No. 005955
8 704 South Sixth Street
9 Las Vegas, Nevada 89101
10 Attorney for Plaintiff
11 CHRISTINA CALDERON

12 **CERTIFICATE OF SERVICE**

13 I HEREBY CERTIFY that on the 27th day of August, 2019, I served a
14 true and correct copy of the foregoing *Notice of Appearance of Counsel for*
15 *Plaintiff*, via electronic service pursuant to the Nevada Electronic Filing and
16 Conversion Rules (NEFCR), addressed as follows:

17
18 Mitchell Stipp, Esq.
19 LAW OFFICE OF MITCHELL STIPP
20 10120 W. Flamingo Rd., Suite 4-124
21 Las Vegas, Nevada 89147
22 Attorney for Defendant
23 MITCHELL STIPP

24
25 
26 An employee of VALARIE I. FUJII, ESQ.
27
28



MOT
VALARIE I. FUJII, ESQ.
Nevada Bar No. 005955
VALARIE I. FUJII & ASSOCIATES
704 South Sixth Street
Las Vegas, Nevada 89101
(702) 341-6464 phone
(702) 734-6464 facsimile
vip@fujiiilawlv.com

Attorney for Plaintiff
CHRISTINA CALDERON

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

CHRISTINA CALDERON,)
)
Plaintiff,)

CASE NO.: D-08-389203-Z
DEPT. NO.: H/RJC CR 3G

vs.)

MITCHELL STIPP,)

Defendant.)

ORAL ARGUMENT
REQUESTED XX YES ___ NO

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 TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) 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.

MOTION FOR ORDER TO SHOW CAUSE AGAINST THE DEFENDANT
FOR WILLFULLY DISOBEYING THE CUSTODY ORDER; A REQUEST
FOR IMMEDIATE RETURN OF THE CHILDREN, MAKE UP
VISITATION AND AN AWARD OF ATTORNEY'S FEES

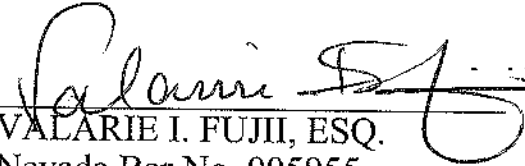
COMES NOW, Plaintiff CHRISTINA CALDERON, by and through her
attorney of record, VALARIE I. FUJII, ESQ. of the law firm of VALARIE I.

1 FUJII & ASSOCIATES, and submits this Motion for an Order to Show Cause
2 Why Defendant Should Not Be Held in Contempt of Court for Willfully
3 Disobeying the Custody Order; a Request for Immediate Return of the Children,
4 Make up Visitation, and an Award of Attorney's Fees.
5

6 This Motion is made and based upon the following Points and Authorities,
7 the papers and pleadings on file herein, the Affidavit of Plaintiff CHRISTINA
8 CALDERON, the Affidavit of Counsel in Support of an Award of Attorney's Fees
9 pursuant to Brunzell, the Exhibits filed in Support of this Motion, and whatever
10 oral argument this Court entertains at the time of the hearing in this matter.
11

12 DATED this 29th day of August, 2019.
13

14 VALARIE I. FUJII & ASSOCIATES

15 
16 VALARIE I. FUJII, ESQ.
17 Nevada Bar No. 005955
18 704 South Sixth Street
19 Las Vegas, Nevada 89101
20 Attorney for Plaintiff
21 CHRISTINA CALDERON

22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **I.**

24 **STATEMENT OF FACTS**

25 The parties herein, Plaintiff CHRISTINA CALDERON (hereinafter
26 "CHRISTINA") and Defendant MITCHELL STIPP (hereinafter "MITCHELL")
27 were married over ten years, and had two children together, namely: MIA STIPP
28

1 (hereinafter "MIA"), born October 19, 2004, currently age 14 years; and ETHAN
2 STIPP (hereinafter "ETHAN"), born March 24, 2007, currently age 12 years.

3
4 They divorced on March 6, 2008. See **Exhibit 1**, copy of the Decree of Divorce
5 filed on March 6, 2008, incorporating the Marital Settlement Agreement (MSA).

6 Although the MSA (pre-*Rivero*) provided that the parties have joint physical
7 and legal custody over their minor children, the timeshare specified was as
8 follows:
9

10 Wife shall have the Children from 6:00 p.m. on Sundays
11 until 6:00 p.m. on Fridays and Husband shall have the
12 Children from 6:00 p.m. on Fridays until 6:00 p.m. on
Sundays.

13 See **Exhibit 1**, "Visitation Schedule" of MSA, at pg. A-1. Thus, CHRISTINA
14 had the children with her 80% of the time and Defendant only 20%.

15 The parties amended custody six years later via a Stipulation and Order
16 Resolving Physical Custody, Timeshare, Child Support, and Parenting Matters
17 filed on July 9, 2014, as follows:
18

19 Each party will have the children one week on, one week
20 off, during the calendar year (i.e. 7/7 split) **with the**
21 **objective of each party having 50% of the physical**
22 **timeshare.** . . . The parties shall have the timeshare
23 **with the children only as set forth in this stipulated**
agreement or except as otherwise agreed in the future
by the parties in writing.

24 During the normal custodial schedule (i.e., 7/7 split), the
25 parties agree that they shall exchange the children every
26 Friday. (Emphasis added)
27
28

1 See **Exhibit 2**, Stipulation and Order Resolving Physical Custody, Timeshare,
2 Child Support and Parenting Matters (hereinafter "Custody Order") at pg. 2, ll.6-
3 14; ll. 17-18.
4

5 The one week on/one week off schedule has been the Custody Order since
6 2014. Notwithstanding the aforementioned, on Friday August 23, 2019, when
7 CHRISTINA went to pick up the children after school for her custodial timeshare
8 week to begin, MITCHELL unilaterally, unlawfully and in violation of the Court
9 Order, withheld MIA and ETHAN from their mother.
10

11 MITCHELL's excuse for violating the Court Order: emotional abuse
12 alleged by their 14 year old daughter MIA.
13

14 The truth: CHRISTINA was struck by 14 year old MIA during
15 CHRISTINA's most recent timeshare when she wanted MIA to get off the phone
16 with her boyfriend with whom she was speaking super late on a school night.
17 MIA's isolated outburst on Tuesday, August 13, 2019 was not a basis to deny
18 custody or willfully disobey the Custody Order, one which the parties have
19 exercised consistently for the past five years. There was no 911 call on August 13,
20 2019, no police intervention, no CPS involvement, no emergency medical
21 treatment. CHRISTINA and MIA went to bed, and MIA went to school the next
22 day, Wednesday, August 14, 2019, and MIA remained with her mother for the
23 duration of her regular timeshare until Friday, August 16, 2019. MITCHELL did
24 not intervene, nor did he contact CHRISTINA. He did not pick MIA up early for
25
26
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1 his timeshare. There was no issue at home or at school. The rest of the week
2 remained uneventful.

3
4 Eight days following the August 13, 2019, incident in which MIA struck
5 CHRISTINA, MITCHELL notified CHRISTINA via email that he had decided to
6 keep BOTH MIA AND ETHAN from her and DENY HER CUSTODY for an
7 indefinite period of time. See **Exhibit 3**, correspondence from MITCHELL,
8 which proves his Contempt.

9
10 Attached hereto is the Affidavit of Plaintiff CHRISTINA regarding the
11 aforementioned factual account of the events from August 13, 2019, until the
12 present. She has not seen, spoken with, and/or corresponded with her children
13 ever since August 21, 2019. Her calls are blocked on their phones, her texts go
14 unanswered. Defendant has sought the assistance of the children's school Faith
15 Lutheran to facilitate his abduction and when CHRISTINA sought police
16 intervention, Defendant claimed that this was a "custody issue".

17
18 Only narcissism and a clear disregard and disrespect for this Court and its
19 Orders can explain MITCHELL's outright disobeying the Custody Order; his
20 excuses will be discussed below and is clear evidence of pathogenic parenting,
21 warranting not only sanctions and attorney's fees but NRCP Rule 11 sanctions in
22 this particular case.

23
24
25 CHRISTINA is a Chief Deputy District Attorney for the Juvenile Abuse and
26 Neglect Track pursuant to NRS 432. et. seq. She knows and understands what
27
28

1 warrants a change in custody under Ellis v. Carucci, 123 Nev. 145, 150, 161 P.3d
2 239, 242 (2007).

3
4 Defendant, however, is a private attorney who believes he is the unilateral
5 decision maker of custody. The claim that CHRISTINA physically abused MIA is
6 blatantly false. The claim that MIA and ETHAN are old enough to have teen
7 discretion is without merit and just an offer of proof not even rising to a preference
8 consideration under NRS 125C.0035(4)(a). The claim that “the children don’t
9 want to go” and “I’m not going to force them” and “I can’t make them call” is
10 proof of alienation and the fact that Defendant recorded MIA while he made these
11 statements in her presence is pathogenic parenting and proof he is using the
12 children (violation of Mutual Behavioral Order contained within the Custody
13 Order from pg. 9, ln. 17 to pg. 11, ln. 17). Defendant is sending a clear message to
14 the children that he does not respect CHRISTINA and will not enforce, let alone
15 encourage, her timeshare. These actions are not in the children’s best interests
16 (NRS 125C.0035), calls into question Defendant’s mental health status (NRS
17 125C.0035(4)(f)), and cause concern for the children’s welfare.

18
19
20
21 MIA goes to Faith Lutheran and enjoys Music. ETHAN plays Vegas Valley
22 Baseball. CHRISTINA is and has always been an active parent in both of their
23 daily lives. See **Exhibit 4**, picture of MIA and CHRISTINA at Middle School
24 Graduation on May 22, 2019; and pictures of MIA and CHRISTINA at summer
25 music camp on June 21, 2019. Both ETHAN and MIA are high functioning
26 children, without any special needs. They excel in school academically. They
27
28

1 have no physical or mental limitations and there have been no recent issues of
2 their grades dropping, them cutting themselves (self harm), or threats to others
3 which are indicators of abuse. CHRISTINA's concerns with MIA's physical
4 relationship with her boyfriend at age 14 is appropriate, and CHRISTINA properly
5 co-parented when she emailed the Defendant when MIA was found with her
6 boyfriend at the park alone. See **Exhibit 5**, correspondence from CHRISTINA to
7 Defendant. Defendant, however, does not support CHRISTINA's restrictions of
8 MIA's phone use late on school nights, and the lack of Defendant's poor co-
9 parenting is evidenced by him flat out instructing CHRISTINA that she will not
10 have the kids during her timeshare. See **Exhibit 3**.

11
12 The clear lack of uniform household rules and polarized parenting styles
13 does not warrant violating the Custody Order, nor can the Defendant blame the
14 children as an excuse for his disobedience. MIA is the one who had the argument
15 with CHRISTINA, but it is unknown why ETHAN, who is only 12, is being
16 withheld from CHRISTINA by Defendant. There are concerns for the welfare of
17 MIA and ETHAN, and these concerns increase every day that these children are
18 kept from their mother. This absence is certainly having a negative impact on
19 them both.

20
21 Defendant has stated that, although he knows he does not have a basis for a
22 change in custody, nor a basis for teen discretion, the Court will not make him
23 enforce the Order, no matter what it is. His statements and baseless excuses are
24 proof that Defendant undermines CHRISTINA and usurps her parental authority.

1 They are further evidence of Defendant's pathogenic parenting and that he lacks
2 the ability to co-parent.

3
4 CHRISTINA, who has never voluntarily or under the custodial
5 timeshare/holiday plan gone this long without her children in 11 years, has
6 been denied any and all communication with her children since the date of
7 Defendant's abduction on August 23, 2019. Her telephone calls are blocked,
8 there is no response to her text messages, and there is real uncertainty as to what
9 Defendant is telling the children. Keeping the children from their mother without
10 any viable reason is clearly not in their best interest under NRS 125C.0035.

12 Defendant, an Officer of the Court, knowingly violated the Court Order
13 without procedurally seeking relief via Motion and in violation of the Custody
14 Order which mandates he tries to negotiate with CHRISTINA first and has a duty
15 to inform her regarding matters affecting parenting. His actions have adversely
16 affected the welfare of the children. He is pitting the children against their mother
17 and empowering himself as the final authority to everyone's detriment. Because
18 of Defendant's actions, CHRISTINA and her children are suffering. This
19 Contempt Order must be issued immediately, as it is in the best interests of the
20 children to have contact with their mother. It is unconscionable that she has had to
21 retain counsel to get a lawyer (Defendant) to follow the law. However, without
22 this Court's intervention and Contempt ruling, Defendant will continue to
23 withhold the children.
24
25
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1 In this case, Defendant has committed direct Contempt of the Custody Order
2 when he, an Officer of the Court, admitted that he was willfully disobeying the
3 Court's Custody Order after being requested to do so by CHRISTINA's counsel,
4 and he further admitted there was no changed circumstance to modify custody.
5 Defendant has also committed indirect constructive contempt by willfully
6 disobeying the Custody Order. Claiming he cannot "physically force the children"
7 is insufficient to purge him of the Contempt committed. MIA is only 14 and
8 ETHAN is only 12. They cannot drive. They cannot get to school without an
9 adult. They cannot make adult decisions, and he cannot "use them" to prove his
10 "inability to comply". That is wholly inappropriate and shows existence of
11 pathogenic parenting, which has long-term effects on children.
12
13
14

15 II.

16 LEGAL AUTHORITY

17 Counsel for Plaintiff spoke directly with Defendant in compliance with
18 EDCR 5.501. Moreover, an Ex Parte Request pursuant to EDCR 5.509 is being
19 submitted upon the filing of this instant Motion.
20

21 NRS 22.010 Acts or omissions constituting contempts. The following acts
22 or omissions shall be deemed contempts:

- 23 3. Disobedience or resistance to any lawful writ,
24 order, rule or process issued by the court or judge
25 at chambers.

26 NRS 22.110 Imprisonment until performance if contempt is omission to
27 perform an act
28

- 1 1. Except as otherwise provided in subsection 2,
2 when the contempt consists in the omission to
3 perform an act which is yet in the power of the
4 person to perform, he may be imprisoned until he
5 performs it. The required act must be specified in
6 the warrant of commitment.

7 NRS 125.240. Enforcement of Judgment and Orders: Remedies

8 The final judgment and any order made before or after
9 judgment may be enforced by the court by such order as
10 it deems necessary. A receiver may be appointed,
11 security may be required, execution may issue, real or
12 personal property of either spouse may be sold as under
13 execution in other cases, and **disobedience of any order**
14 **may be punished as a contempt.** (Emphasis Added).

15 Pursuant to NRS 22.010, Contempt includes acts of disobedience or
16 resistance to any lawful writ, order, rule or process issued by the court. Any order
17 meant to be the subject of a contempt proceeding must be clear, unambiguous, and
18 set forth the details of compliance in clear, specific terms, so the parties will know
19 what duties or obligations are imposed. Cunningham v. District Court, 102 Nev.
20 551, 729 P.2d 1328 (1986). The moving party carries the burden of demonstrating
21 the other party had the ability to comply with the order, and the violation of the
22 order was willful. Rodriguez v. District Court, 120 Nev. 789, 102 P.3d 41 (2004).

23 The inability of a contemnor to obey the order (without fault on their part) is
24 a defense and may be sufficient to purge them of the contempt charged.
25 Mccormick v. Sixth Judicial District Court, 67 Nev. 318, 326; 218 P.2d 939
26 (1950). However, **where the contemnors have voluntarily or contumaciously**
27 **brought on themselves the disability to obey the order or Decree, such a defense**
28

1 is not available; and the burden of proving inability to comply is upon the
2 contemnor. Id. (Emphasis added).

3
4 There are two categories of contempt: direct and indirect. Direct contempt is
5 that which is committed in the immediate view and within the presence of the
6 Court. Indirect constructive contempt is that which occurs outside the presence of
7 the Court, such as an individual failing to obey a court order. Hildahl v. Hildahl,
8 95 Nev. 657, 601P.2d 58 (1979).
9

10 In this case, EDCR Rule 5.509 provides for the procedure in which to
11 request an orders to show cause as follows:

- 12
- 13 (a) A motion seeking an Order to Show Cause (OSC)
14 for contempt must be accompanied by a detailed
15 affidavit complying with NRS 22.030(2) that
16 identifies the specific provisions, pages and lines
17 of the existing order(s) alleged to have been
18 violated, the acts or omissions constituting the
19 alleged violation, any harm suffered or anticipated,
20 and the need for a contempt ruling, which should
21 be filed and served as any other motion.
 - 22 (b) The party seeking the OSC shall submit an ex
23 parte application for issuance of the OSC to the
24 court, accompanied by a copy of the filed motion
25 for OSC and a copy of the proposed OSC.
 - 26 (c) Upon review of the motion and application, the
27 court may:
 - 28 (1) Deny the motion and vacate the hearing;
 - (2) Issue the requested OSC, to be heard at the
motion hearing;
 - (3) Reset the motion hearing to an earlier or
later time; or

1 (4) Leave the hearing on calendar without
2 issuing the OSC so as to address issues
3 raised in the motion at that time, either
4 resolving them or issuing the OSC at the
5 hearing.

6 (d) If an OSC is issued in advance of the first hearing,
7 the moving party shall serve it and the application
8 for OSC on the accused condemner.

9 (e) At the first hearing after issuance of an OSC, the
10 accused condemner may be held in contempt, or
11 not, or the court may continue the hearing with
12 directions on the issue. At the first or any
13 subsequent hearing after issuance of an OSC, if
14 the accused condemner does not appear, a bench
15 warrant may be issued to secure attendance at a
16 future hearing, or other relief may be ordered.

17 It has long been held that Courts have the inherent power to protect their
18 decrees by contempt proceedings, *Brown v. Brown*, 101 Nev. 144, 696 P.2d 999
19 (1985).

20 **A. Defendant is in Contempt**

21 Defendant's actions violate the Custody Order. CHRISTINA did not agree
22 to allow him to keep the children, let alone agree in writing as required on pg.2,
23 ll.16-23 of the Custody Order. Further, the Custody Order specifies that "Child
24 custody exchanges be done in a civil, law abiding manner, reasonably close to the
25 times specified by the Court or any agreement of the parties. *Id.* at pg. 10, ll. 20-
26 22.

27 Neither party shall have the right of first refusal to care for the children
28 during the other party's custodial time, and should either party wish to leave the

1 children in the other party's care, they may do so only if the other party agrees.

2 Id. at pg. 6, ll. 17-21.

3
4 The Custody Order states that, in the event of an emergency or unforeseen
5 circumstance that could effect an exchange of the children, a party shall call or
6 contact the other party as soon as is reasonable (pg. 11, ll 8-10). Defendant
7 plotted and planned and gave no indication to CHRISTINA that he was going to
8 abduct and withhold the children, and after MIA's outburst, failed to notify
9 CHRISTINA within a reasonable time.
10

11 Defendant is also in violation of the requirement that direct negotiation be
12 attempted, then mediation, before resorting to litigation, should the other parent
13 believe that any changed circumstance suggests a change in the custodial
14 scheduling. See Custody Order on pg. 11, ll. 24-25. Defendant has kept the
15 children and denied CHRISTINA access to them without even speaking to her, let
16 alone negotiate. Defendant repeatedly breached his "Duty to Inform Regarding
17 Matters Affecting Parties" pursuant to the Custody Order.
18
19

20 Defendant has failed to facilitate daily telephone calls between the children
21 and CHRISTINA (violation of Custody Order at pg. 7, ll. 3-4); Defendant is using
22 the children as a weapon against her (violation of Custody Order at pg. 10, ll. 4).
23 Defendant sent emails, text messages and/or made phone calls to embarrass,
24 humiliate or denigrate CHRISTINA (violation of Custody Order at pg. 10, ll. 7-
25 10). Defendant divulged and/or disseminated an audio tape of MIA in violation of
26 the Court Order (pg. 10, ll. 10-13).
27
28

1 Defendant has deliberately interfered with CHRISTINA's custodial
2 timeshare. Defendant has committed direct contempt of the Custody Order when
3 he, an Officer of the Court, admitted to instant counsel that he was willfully
4 disobeying the Court's Custody Order and further admitted there was no changed
5 circumstance to warrant a change in custody. Defendant has also committed
6 indirect constructive contempt by willfully disobeying the Custody Order.
7 Claiming that he cannot "physically force the children" is insufficient to purge him
8 of the Contempt committed. MIA is only 14 years old and ETHAN is only 12
9 years old. They cannot drive. They cannot get to school without an adult. They
10 cannot make adult decisions, and Defendant cannot "use the children" to prove his
11 "inability to comply". That is wholly inappropriate and shows the existence of
12 pathogenic parenting, which has long term effects on children.
13

14
15 Thus, CHRISTINA seeks this Court's assistance in punishing Defendant for
16 his willful disobedience of the Court's Orders. CHRISTINA has made numerous
17 attempts to see and reunify with her children; however, Defendant has refused.
18 Defendant admitted to instant counsel that he understands he is violating an Order
19 without justification or meritorious grounds, and after CHRISTINA's counsel
20 requested the return of the children, Defendant HAS STILL REFUSED to do so.
21 It is therefore requested that Defendant be found in Contempt and sanctioned
22 accordingly. An appropriate sanction is \$1,000.00 per day for willful contempt.
23 As of September 1, 2019, Defendant would have withheld the children for 8 days
24
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1 and owe \$8,000.00. This amount does not include attorney's fees (discussed
2 below).

3
4 **B. CHRISTINA is Entitled to Make-Up Visitation**

5 CHRISTINA is also requesting that this Honorable Court award her make-
6 up visitation pursuant to NRS125C.020 for the custodial time that has been
7 wrongfully denied to her. Specifically, CHRISTINA is requesting an entire 30
8 days to assess the damage Defendant has caused, to possibly seek family therapy
9 with MIA, and to make up time lost with both children.
10

11 **C. CHRISTINA is Entitled to Attorney's Fees**

12 The Custody Order specifically provides:

13
14 Should either party be required to enforce the terms of
15 this stipulated agreement, the prevailing party in that
16 action **shall** be entitled to an award of attorneys's fees
and costs from the non-prevailing party.

17 See Custody Order from pg. 14, ln. 26, to pg. 15, ln. 2.

18 CHRISTINA was forced to retain the services of an attorney in this case.
19 Moreover, fees are warranted pursuant to NRS 18.010. Thus, CHRISTINA is
20 requesting \$5,000.00 in fees for having to file the instant request.
21

22 In the case of Miller v. Wilfong, 119 P.3d 727 (Nev. 2005), the Nevada
23 Supreme Court held that it is within the trial court's discretion to determine the
24 reasonable amount of attorney's fees under a statute or rule, and that in exercising
25 its discretion, the district court must evaluate the factors set forth in Brunzell v.
26 Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969). See
27
28

1 CHRISTINA's Affidavit, along with her counsel's attached Affidavit, as well as
2 the discussion herein below, which address the Brunzell factors in compliance
3 with Miller, which are as follows:
4

- 5 (1) **The qualities of the advocate:** his/her ability, training, education,
6 experience, professional standing and skill;
- 7 (2) **The character of the work to be done:** its difficulty, its intricacy, its
8 importance, time and skill required, the responsibility imposed and
9 the prominence and character of the parties where they affect the
10 importance of the litigation;
- 11 (3) **The work actually performed by the lawyer:** the skill, time and
12 attention given to the work;
- 13 (4) **The result:** whether the attorney was successful and what benefits
14 were derived.

15 First, as to the **qualifications of Ms. Fujii**, she is peer review rated AV by
16 Martindale Hubble, the highest rating you can achieve. Born in 1967, she is a
17 native of Las Vegas. She graduated from the University of Nevada, Las Vegas, in
18 1989, with a Bachelor of Science Degree in Business Administration focusing
19 primarily in accounting practices. She graduated from Whittier College School of
20 Law with her Juris Doctorate in 1995. Thereafter, she attended the University of
21 Sorbonne in Paris, France. Since passing the bar in the State of Nevada in 1996,
22 she has amassed vast experience in civil litigation and has appeared at every level
23 of court in the State including the Nevada Supreme Court, the Nevada Court of
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1 Appeals, Federal Court, District Court, Justice Court, Municipal Court and Small
2 Claims Court. She has been a part of the Family Law Section of the State Bar of
3 Nevada since 2003 and has tried many Family Court cases. She was a criminal
4 defense track litigator for approximately three years, doing fast track appeals and
5 defending alleged juvenile delinquents. She has been a participant of the Indigent
6 Defense Panel for parents accused of abuse/neglect by Child Protective Services
7 for fifteen (15) years. She has been court appointed as a Guardian Ad Litem and
8 attorney for children in the Eighth Judicial District Court. Her hourly rate of
9 \$350.00 is reasonable and customary for this type of work and for the work
10 performed in this case. Her paralegal's rate is \$125.00 per hour.

11
12
13
14 The **character of the work performed in this case** was more difficult as it
15 involved a dispositive motion; thus, some legal research was performed.

16 The **work actually performed by the lawyer** and her staff in this case
17 includes but is not limited to the review of pleadings and documents in Case No.
18 D-09-418474-Z; review of all documents filed in Case No. D-18-565493-C; all
19 Exhibits; drafting of instant Motion to Dismiss; several conversations with client
20 and opposing counsel, set up mediation with all parties and senior settlement judge
21 and draft the Affidavits in support of this Motion. This includes making attempts
22 pursuant to EDCR 5.101 to resolve this matter. The work still to be performed in
23 relation to this matter includes but is not limited to, Reply Brief, attend a
24 mediation, opposition to pending Motion, revised Stipulation, and agreement
25 should one be reached.
26
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28

1 **The result** of a favorable result for CHRISTINA is high, as she was forced
2 to file this Motion in order to obtain any relief, and counsel expects CHRISTINA
3 to be the prevailing party based upon the facts and law.
4

5 CHRISTINA will submit a Memorandum of Fees and Costs upon the
6 request of the Court, as well as a copy of her billing statement with Ms. Fujii. She
7 is seeking an award of attorney's fees in the amount of \$5,000.00, which is the
8 amount that she had to pay her counsel to file his Motion and appear with her in
9 Court at the time of the hearing on the same.
10

11 Therefore, attorney's fees are warranted pursuant to NRS 18.010 and EDCR
12 4.60.
13

14 **III.**

15 **CONCLUSION**

16 Based upon the aforementioned, Plaintiff CHRISTINA respectfully requests
17 that this Court enter an Order granting the following relief:
18

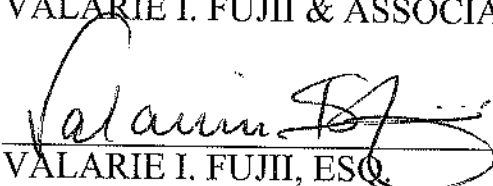
- 19 1. That the Order to Show Cause be granted and that Defendant be held
20 in Contempt of Court for disobeying the Custody Order;
- 21 2. That Defendant be sanctioned \$1,000.00 per day for Contempt since
22 August 23, 2019, which is the first day that he started to withhold the
23 children from CHRISTINA;
- 24 3. That Plaintiff CHRISTINA be awarded make-up visitation for 30
25 uninterrupted days;
- 26 4. That MIA commence individual counseling and/or family counseling;
- 27
- 28

- 1 5. That Plaintiff CHRISTINA be awarded control of the children's
2 cellular phones and all other electronic devices in her home,
3
4 6. That Plaintiff CHRISTINA be awarded attorney's fees in the amount
5 of \$5,000.00 plus costs of what she has paid out of pocket to file this
6 Motion in order to force Defendant to abide by the Custody Order;
7 and
8
9 7. For other such relief as the Court deems just and proper.

10 WHEREFORE, let an order issue granting the relief requested by Plaintiff.

11 DTAED this 24th day of August, 2019.

12 VALARIE I. FUJII & ASSOCIATES

13
14 
15 VALARIE I. FUJII, ESQ.

16 Nevada Bar No. 5955
17 704 South Sixth Street
18 Las Vegas, Nevada 89101
19 Attorney for Plaintiff
20 CHRISTINA CALDERON
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1 **AFFIDAVIT OF VALARIE I. FUJII, ESQ. IN SUPPORT OF AWARD**
2 **OF ATTORNEY'S FEES BASED UPON THE BRUNZELL FACTORS**

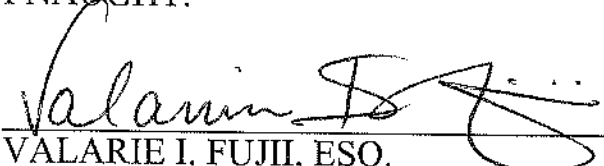
3 STATE OF NEVADA)
4 COUNTY OF CLARK) ss.

5 I/Affiant, VALARIE I. FUJII, ESQ., being first duly sworn, deposes and
6 affirms as follows:
7

- 8 1. Affiant is an attorney duly licensed to practice law in all jurisdictions
9 within the State of Nevada, Nevada Bar No. 005955. I am Rated AV
10 Preeminent by Martindale-Hubbell, the highest possible rating.
- 11 2. Born in 1967, I am a native of Las Vegas. I graduated from the
12 University of Nevada, Las Vegas in 1989, with a Bachelor of Science
13 Degree in Business Administration focusing primarily in accounting
14 practices. I graduated from Whittier College School of Law with my
15 Juris Doctorate in 1995. Thereafter, I attended the University of
16 Sorbonne in Paris, France.
- 17 3. Since passing the Bar in the State of Nevada, I have amassed vast
18 experience in civil litigation, having tried over 70 jury trials, I have
19 appeared at all levels of courts in Nevada, including the Supreme
20 Court, Appellate Court, Federal Court, District Court, Justice Court,
21 Municipal Courts and Small Claims Court.
- 22 4. I have been a part of the Family Law Section of the State Bar of
23 Nevada since 2003 and have tried many Family Court cases, I was a
24 criminal defense track litigator for approximately three years, doing
25 fast track appeals and defending alleged juvenile delinquents. I have
26 been a participant of the Indigent Defense Panel for parents accused
27 of abuse/neglect by Child Protective Services for fifteen (15) years. I
28 have been court appointed as a Guardian Ad Litem and attorney for
 children in the Eighth Judicial District Court.
5. Affiant is counsel of record for the Plaintiff CHRISTINA
 CALDERON in the above referenced case. Affiant was retained by
 Plaintiff on or about August 26, 2019.
6. To date, Affiant has been paid the sum of \$5,000.00 in attorney's
 fees.

- 1 7. Affiant's hourly rate is \$350.00, and based upon the factors set forth
2 in Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 350, 455 P.2d
3 31, 33 (1969), that fee is reasonable and customary in this
4 community, given Affiant's experience and AV Rating. Her
5 paralegal's hourly rate is \$125.00 per hour.
- 6 8. Affiant has performed substantial work in this case, including, but not
7 limited to, review of pleadings and documents in Case No. D-09-
8 418474-Z; review of all documents filed in Case No. D-18-565493-C;
9 all Exhibits; drafting of instant Motion to Dismiss; several
10 conversations with client and opposing counsel, set up mediation with
11 all parties and senior settlement judge and draft the Affidavits in
12 support of this Motion. This includes making attempts pursuant to
13 EDCR 5.101 to resolve this matter. The character of the work was
14 more difficult as it involved a dispositive motion so some legal
15 research was performed, the likelihood of prevailing is high as
16 Defendant was forced to file this Motion in order to obtain any relief.
17 The work still to be performed in relation to this matter includes but
18 is not limited to, Reply brief, attend a mediation, opposition to
19 pending Motion, revised Stipulation, and agreement should one be
20 reached. A copy of Affiant's legal bill shall be produced in camera if
21 needed.
- 22 9. Based upon the aforementioned analysis of the factors, which are true
23 and correct to the best of my personal knowledge, attorneys fees are
24 warranted pursuant to NRS 18.010 and EDCR 4.60.

25 FURTHER AFFIANT SAYETH NAUGHT.

26 
27 VALARIE I. FUJII, ESQ.

28 SUBSCRIBED and SWORN to before me
on this 29th day of August, 2019,
by VALARIE I. FUJII, ESQ.

29 
30 NOTARY PUBLIC in and for
31 said COUNTY and STATE



1 child welfare dependency system. In June 2018, I was promoted to
2 Chief Deputy District Attorney and have been working continuously
3 for Clark County for the last six years;

- 4 8. I have shared joint physical and joint legal custody of Mia and Ethan
5 with Mitch on an equal, week on/week off, timeshare since we
6 mutually settled our nearly six-year-long custody dispute in July
7 2014. See Notice of Entry of July 9, 2014 Stipulation and Order
8 Resolving Custody, et al., filed July 11, 2014;
- 9 9. Since that time, I have endeavored to co-parent with Mitch regarding
10 all matters relating to Mia and Ethan. I have not wanted to return to
11 Family Court. I am disappointed that Mitch's recent actions in
12 continuing to withhold Mia and Ethan from me have resulted in the
13 re-opening of our custody case and further trauma to Mia and Ethan;
- 14 10. Although it has been difficult at times, up until this last week, Mitch
15 and I have generally been able to reach consensus on important
16 matters relating to Mia's and Ethan's health, education, extracurricular
17 activities, and social associations.
- 18 11. To illustrate, we jointly agreed to: 1) send Mia and Ethan to Faith
19 Lutheran Middle & High School, 2) enrolled Ethan in club baseball
20 this year, 3) send Mia to weekly private voice/piano lessons, 4) sent
21 Ethan to baseball camp this past summer in Cooperstown, New York,
22 and Mia to a summer music camp at Northern Arizona University, 5)
23 maintain regular pediatric/dental/orthodontic/optometric/health care
24 for Mia and Ethan, and 6) share in their respective academic, athletic,
25 music and other accomplishments;
- 26 12. I love and adore Mia and Ethan and am very proud of them; they are
27 extremely intelligent and talented children. Ethan just received
28 special recognition from his teacher for showing kindness to a special
needs child at school. See Email from Ms. Wandel, **Exhibit 6**;
- 13 13. Mia and Ethan do, however, test boundaries at times, as children do.
14 Last semester, Mia began spending a lot of time with a young
15 classmate her age, named Joey. She told me recently that they are
16 "dating." Limiting/monitoring Mia's time spent with Joey, both in
17 person and on the phone, has been a challenge at both homes;
- 18 14. I have communicated with Mitch regarding parameters and concerns
19 involving Mia dating and vice versa.

- 1 15. The one area that Mitch and I have apparently not reached consensus
2 on is the issue of use and access to our children's electronic devices in
3 each other's respective homes. Mitch controls the iPhones that he
4 provides Mia and Ethan. Mitch has refused my request for equal
5 access to the cell phones when they are in my home. Mitch has
6 informed the children, by his actions and words, that they are his
7 phones to control, not mine. Mitch has also refused my request to
8 keep the cell phones that he controls at his home when it is my
9 custodial time;
- 10 16. I have worked with marriage and family therapist, Donna Wilburn,
11 regarding co-parenting challenges that I have had with Mitch for the
12 last several years. Ms. Wilburn specializes in working with families
13 that have had or are experiencing high conflict divorce. Ms. Wilburn
14 is considered an expert in the area of pathogenic parenting. She
15 highly recommends that an agreement be made between parents
16 regarding use and access to electronic devices; otherwise, the
17 sabotaging of parenting in the other co-parent's home will often
18 result, as is the case here;
- 19 17. Mitch repeatedly refers to me as a "FAILURE." This is an unfortunate
20 and inaccurate assessment. However, it is very revealing as to how
21 Mitch views me as a co-parent, mother, and person in general. The
22 words he uses to describe me show that he views me as subordinate to
23 the children, someone who engages "bad behavior," and an
24 "emotional abuser," who "victimizes" Mia and Ethan. Nothing could
25 be further from the truth.
- 26 18. Mitch wants Mia and Ethan to be interviewed so that the Court can
27 see that Mia and Ethan share his opinion of me. Mitch should not be
28 proud of our children having a poor opinion of their own mother, but
he is;
- 19 19. Mitch admits in his Motion to discussing directly with Mia and Ethan
20 the family therapy that I had been taking the children to with therapist
21 Nick Ponzio following our 2014 settlement. Mitch sabotaged the
22 efficacy of family therapy by inappropriately telling Mia and Ethan
23 that 1) they did not need therapy, 2) that I was the one that needed
24 therapy, and that 2) family therapy would not work because, as he
25 told Mia and Ethan, I lie to the therapist and cry. Ultimately, Mia and
26 Ethan refused to participate in family therapy;

- 1 20. Last Spring, Mia began to test boundaries in my home. When I
2 restricted use of her cell phone, she had Mitch pick her up during my
3 custodial time. I invited them to stay and speak about the matter
4 instead of just leaving right away. He took her without my
consultation or approval.
- 5 21. On Thursday May 16, 2019, Mia became upset that she couldn't get
6 in our home while I was at work. She damaged my Ring doorbell and
7 texted me "[g]ood luck with your punishment." I sent Mitch the text
messages from Mia and pictures of the destroyed doorbell.
- 8 22. On May 17, 2019, Mitch, his wife Amy and I were able to candidly
9 discuss our respective issues and parenting goals as far as our
10 children were concerned. Mitch and Amy vowed they would come
11 and get their cell phones if I asked for them and either child refused
to give it to me;
- 12 23. Following this meeting, throughout the summer of 2019, Mitch and I
13 were able to continue to co-parent and communicate about various
14 issues and needs for the children. While we did not always readily
agree about everything, we continued to co-parent, including sharing
15 pictures of the kids at summer camps, etc.
- 16 24. On Tuesday August 13, 2019, at approximately 10:30 p.m., Mia was
17 talking to her boyfriend Joey on her phone in her room. Ethan was
18 trying to sleep. Mia was being loud. I knocked on Mia's door and
19 asked her to get off of the phone as it was time for bed. Both kids had
20 school the next day. Mia responded in a disrespectful manner. I
21 warned Mia that if she did not get off the phone, I would reach out to
Joey's mother. She then physically confronted me in the hallway,
22 grabbing my forearms and ran back into her room where she
23 continued her phone call with Joey. At no time did I lay so much as a
finger on her;
- 24 25. I reached out to Mitch and Amy right after the incident for assistance
25 retrieving Mia's cell phone and/or cutting service and he refused.
- 26 26. Mitch emailed me on August 21, 2019 that he had decided that
27 starting August 23, 2019, to keep both Mia and Ethan from me in
28 violation of our custody order until "we negotiate alternative
arrangements or the court orders otherwise."

- 1 27. Mitch is now requesting from the Court, the relief he already took for
2 himself in a fit of vigilantism. He has essentially decided to leverage
3 holding Mia and Ethan hostage until I settle new custodial terms with
4 him;
- 5 28. Mitch's emails leading up to our August 23, 2019, custodial exchange
6 are replete with references to what he has communicated to Mia and
7 Ethan about me and what he perceives to be my "bad behaviors." He
8 even shared my texts to Ethan's baseball coach with Ethan in order to
9 ensure that Ethan "chooses" not to be with me;
- 10 29. Mitch claims that he has decided to keep Mia and Ethan in his care as
11 he has determined that it is in their best interest to remain with him,
12 and he is "supporting the children with their decision" not to return to
13 my care. When I told him that I intended to follow our court order to
14 receive our children into my care from school on Friday, August 23,
15 2019, Mitch went crazy sending me repeated emails, text messages
16 and phone calls. Mitch even had Ethan try to call me on his behalf;
- 17 30. Mitch threatened that if I went to the school on Friday, August 23,
18 2019, he "can't imagine this choice will work out for well for [me]
19 and [my] relationship with the kids."
- 20 31. **On August 23, 2019, I answered a phone call from Mitch. During**
21 **the call, he promised that if I agreed not to pick up our children**
22 **at school, he would make Mia available for pick up at his home at**
23 **6:00 p.m. and Ethan at 8:00 p.m. at baseball practice that day.**
- 24 32. When I went to pick up Mia, Mitch sent her out to me to tell me that
25 she was not coming with me. Mitch and Amy watched. I asked Mia
26 to go back inside the house so I could speak to Mitch. This was the
27 FIRST time in eleven (11) years since our divorce that Mia suddenly
28 would not come with me.
33. In the meantime, my father went to the baseball park to pick up Ethan
while I waited for the police to arrive to enforce our custody order.
Ethan informed my father that Mitch was going to pick him up.
Mitch never intended to allow either Mia or Ethan to come home with
me on August 23, 2019;
34. Mitch admits that Ethan does not have the same issues with me as
Mia. Ethan has never been violent toward me. It is unknown why

1 Mitch decided to keep both children and continues to keep them from
2 me to this day.

3 35. Mitch has used a false Metro Red Card at Faith Lutheran and has
4 instructed the school that I cannot pick up my children even though it
5 is my custodial time. He refuses to schedule a time and location for
6 me to pick them up. As I told him, even his after-the-fact filing of a
7 motion does not stay our current order;

8 36. Mitch describes my efforts to enforce compliance with our custody as
9 "bad behavior" that is damaging to our children. However, each and
10 every day that passes, Mitch does more and more damage to our
11 children and my relationship with them;

12 37. Mitch has put astronomical effort into his coordinated plan to keep
13 Mia and Ethan from me in order to punish me for telling Mia to get
14 off the telephone with her boyfriend late one school night.

15 38. Mitch never called to speak to me about the incident. He refused to
16 meet with me in person to discuss it. He did not call Child Protective
17 Services (CPS). He did not go to the school to speak to and assess
18 Mia the next day. He did not remove Mia from my care for the three
19 full days that followed the incident until his custodial time began.
20 Mitch has never sent me photos of any injuries to Mia. Even Amy's
21 text message response to Mia at 7:00 am the next day did not
22 evidence alarm or concern for Mia or her safety;

23 39. Mitch has caused Mia and Ethan unnecessary trauma and has set the
24 stage for years more trauma through renewed custody litigation;

25 40. Based upon the aforementioned, I respectfully request that Mitch be
26 made to return Mia and Ethan to my care immediately, that make up
27 time be granted, that Mitch be held in contempt of our custody order,
28 that an order be granted permitting me control of cellular phones
and/or other electronic devices in my home, that Mia commence

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1 individual counseling, and that Mitch be required to pay all my
2 attorney's fees and costs in this matter.

3
4 Christina Calderon
CHRISTINA CALDERON

5 SUBSCRIBED and SWORN to before me
6 on this 29th day of August, 2019,
7 by CHRISTINA CALDERON.

8 Theresa Locklar
9 NOTARY PUBLIC in and for
10 Said County and State



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of August, 2019, I served a true and correct copy of the foregoing *Motion for Order to Show Cause Against the Defendant for Willfully Disobeying the Custody Order; a Request for Immediate Return of the Children, Make up Visitation and an Award of Attorney's Fees*, via electronic service pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR), addressed as follows:

MITCHELL STIPP, ESQ.
10120 West Flamingo Road
PMB 4124
Las Vegas, Nevada 89147
Attorney for Defendant
MITCHELL STIPP


An employee of VALARIE I. FUJII, ESQ.

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Christina Calderon
Plaintiff/Petitioner

Mitchell Stipp
Defendant/Respondent

Case No. D-08-389203-Z

Dept. H

**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.

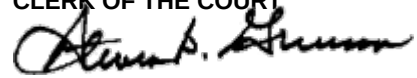
The total filing fee for the motion/opposition I am filing with this form is:

☐\$0 ☐\$25 ☐\$57 ☒\$82 ☐\$129 ☐\$154

Party filing Motion/Opposition: Christina Calderon Date 08/29/19

Signature of Party or Preparer

Valerie Stipp
Attorney for Plaintiff



MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
10120 W. Flamingo Rd., Suite 4-124
Las Vegas, Nevada 89147
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for Mitchell Stipp, Defendant

**IN THE EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK
FAMILY DIVISION**

CHRISTINA CALDERON,
Plaintiff,
v.
MITCHELL STIPP,
Defendant.

Case No.: D-08-389203-Z
Dept. No.: H

**NOTICE OF COMMUNICATIONS
BETWEEN DEFENDANT AND
PLAINTIFF'S ATTORNEY**

Defendant, Mitchell Stipp, hereby files the above-referenced notice. The enclosed communications are true and accurate.

LAW OFFICE OF MITCHELL STIPP

/s/ Mitchell Stipp, Esq.
MITCHELL STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
10120 W. Flamingo Rd., Suite 4-124
Las Vegas, Nevada 89147
Telephone: 702.602.1242
mstipp@stipplaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of August, 2019, I filed the foregoing using the Court's E-filing system, which provided notice to the e-service participants registered in this case.

By: */s/ Amy Hernandez*

An employee of the Law Office of Mitchell Stipp

From: Mitchell Stipp
<mstipp@stipplaw.com>
To: PDF <pdfconvert@pdfconvert.me>
Subject: Fwd: Calderon v. Stipp
Date: Thu, 29 Aug 2019 16:20:58 -0700

To File.



Mitchell Stipp
Law Office of Mitchell Stipp
T: [702.602.1242](tel:702.602.1242) | M: [702.378.1907](tel:702.378.1907)
E: mstipp@stipplaw.com | www.stipplaw.com

----- Forwarded message -----

From: Mitchell Stipp <mstipp@stipplaw.com>
Date: Thu, Aug 29, 2019 at 3:40 PM
Subject: Re: Calderon v. Stipp
To: <theresa@fujiilawlv.com>
Cc: Valarie Fujii <val@fujiilawlv.com>, vip@fujiilawlv.com <vip@fujiilawlv.com>

1. I disagree. You also stipulated on behalf of your client (specifically naming Nicholas Ponzo).
2. The children called me at work today at approximately 2:30pm. Your client went to their school to withdraw them early. Both children initially refused to meet or communicate with your client. I encouraged them to do so. Your client threatened them that I would get in trouble if they did not go with her. Both children communicated to your client that they did not want to go with her. The school released the children per your client's request. After being released, the children refused to go with your client and requested to come with me. The school made it clear that they will not force the children to go with your client given their preferences and current issues. I am not withholding the children from your client. I communicated very clearly to the Principal and School Counselor that the decision belongs to the children. Given your client's behavior, there are significant concerns about their welfare. I do not want your client and Mia physically fighting. I also do not want your client to continue to threaten the children.

Let me know if you would like to discuss these matters further. By the way, I never received a return call yesterday.

Mitchell Stipp

AA000146



Law Office of Mitchell Stipp

T: [702.602.1242](tel:702.602.1242) | M: [702.378.1907](tel:702.378.1907)

E: mstipp@stippplaw.com | www.stippplaw.com

On Thu, Aug 29, 2019 at 2:06 PM <theresa@fujii-law.com> wrote:

The following was dictated by Val Fujii:

The custody order prohibits you from sending or disseminating the audio or speaking to any health care provider or counselor regarding the audio without Christina's consent. I stated that I would only stipulate to release that audio you took of your daughter to an agreed upon therapist or provider.

Theresa Locklar, Paralegal
Valarie I. Fujii, Esq.
VALARIE I. FUJII & ASSOCIATES
704 South Sixth Street
Las Vegas, Nevada 89101
Theresa's Cell: (702) 292-9034
Phone: (702) 341-6464
Facsimile: (702) 734-6464

PRIVILEGED AND CONFIDENTIAL: The information contained in this e-mail is from VALARIE I. FUJII & ASSOCIATES, a law firm which may be confidential and may also be attorney-client privileged. The information is intended for the use of the individual or entity to whom it is addressed and others who have been specifically authorized to receive it. If you are not the intended recipient, or have received this e-mail in error, you are hereby instructed to return this e-mail to the sender unread and delete it from your inbox and recycle bin. You are hereby notified that any disclosure, dissemination, distribution, use or copying of the contents of this information is strictly prohibited.

----- Original Message -----

Subject: Re: Calderon v. Stipp

From: Mitchell Stipp <mstipp@stippplaw.com>

Date: Thu, August 29, 2019 7:00 am

AA000147

To: Valarie Fujii <val@fujiiawlv.com>

Cc: theresa@fujiiawlv.com, "vip@fujiiawlv.com" <vip@fujiiawlv.com>

Again, I do not see what you see which is clearly your client's position. You are not objective. I did not record the audio file (not video). My wife, Amy, did. Mia was NOT aware of it. For the record, I don't disagree with it. At least I have a record of what occurred. Without it, your client would have denied Mia her moment. Your client clearly stated how brave Mia was. That to me undermines any position that she was coached. Mia is a straight A student. She is not the drug addict you assumed she was during our call. If Mia said to me, I'm tired of you threatening me and I don't want get into physical fights, I would say to Mia— what are you talking about? Why are you saying these things? Personally, I think it was a good moment for Mia. I'm very proud of Mia for communicating directly to your client about her feelings.

If you or your client have concerns about Mia's welfare or my parenting, I think that supports an interview at FMC. To continue to deny your client's behavior does not help. As I told you yesterday, an apology to Mia would go a long way. Instead, your client prefers to deny her bad behavior and your strategy is to attack me personally. That to me seems like more harm to Mia and infinite litigation. I don't think anyone will believe I fabricated two physical fights **during which your client contacted me for help.** How does that make sense?

Thank you for your agreement below. I will reach out to Nick. I'm happy to meet with him and your client to discuss the events and obtain his advice. You will find that Nick Ponzo is fully aware of the dynamics in your client's home. Nick has never had concerns with my parenting and is aware of Mia's feelings.



Mitchell Stipp

Law Office of Mitchell Stipp

T: [702.602.1242](tel:702.602.1242) | M: [702.378.1907](tel:702.378.1907)

E: mstipp@stipplaw.com | www.stipplaw.com

On Aug 28, 2019, 9:30 PM -0700, Valarie Fujii , wrote:

I'll stipulate to send that video you sent me to Nic Ponzo or any mental health professional that works with children.

Valarie I. Fujii, Esq.
"Justice for All"
VALARIE I. FUJII & ASSOCIATES
704 S. Sixth St.
Las Vegas, Nevada 89101
Phone: (702) 341-6464
Facsimile: (702) 734-6464
VIP@fujiiawlv.com

On Aug 28, 2019, at 6:57 PM, Mitchell Stipp <mstipp@stipplaw.com> wrote:

Thank you for the email response. I was hoping for a returned call. I tried calling your mobile phone after receipt of your email below, but I got your voicemail.

Please note the following:

[REDACTED]

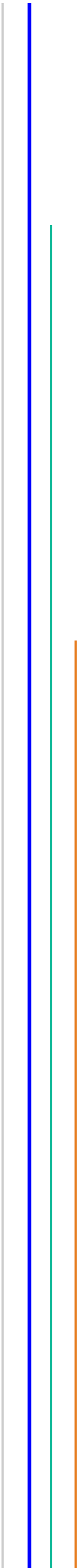
1. I did not admit during our call on August 27 that I am violating any court order. As the filing in this case explains, neither children want to return to your client's care. The primary reason is the emotional blackmail by your client and the physical violence between Christina and Mia. To address this issue, I filed a motion as requested by your client. The matter was also addressed by law enforcement. The police department made it very clear upon its investigation on August 23, 2019 that the children can and should remain in my care.

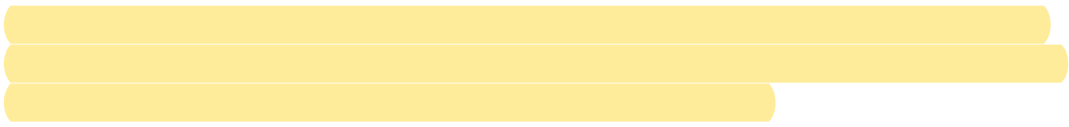
2. Your client threatened to forcibly remove the children from school. She threatened to send police to Ethan's baseball practice on August 24. She cancelled Mia's music lessons on August 26. I met with FLA on August 26 to avoid any scenario which would cause harm and/or embarrassment to the children. I did not want the children pulled from class and threatened by your client. Given your client's behavior, I think my decision was reasonable.

3. I think you view the audio incorrectly. Your client specifically commented that Mia was brave for having the courage to confront your client about the emotional abuse and physical violence. Why would she do that? It was Christina who threatened to call the police and advise that I would be in trouble if I did not force Mia into your client's car. I normally do not record these events, but my wife thought it made sense under the circumstances. The fact that you agree that Judge Ritchie should hear it and/or review a transcript is appreciated.

4. The court order actually provides that Friday is my timeshare. However, I am happy to meet with Christina with the children. Although the children do not want to be with her, I have no problem facilitating a supervised visit. Sending Christina to the children's school again makes very little sense.

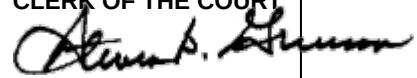
5. You advised during our call yesterday for me to encourage the children to respond to your





**DISTRICT COURT
CLARK COUNTY, NEVADA**

Electronically Filed
8/30/2019 7:46 AM
Steven D. Grierson
CLERK OF THE COURT



In the Matter of the Joint Petition for
Divorce of:
Mitchell David Stipp and Christina
Calderon Stipp

Case No.: D-08-389203-Z

Department H

NOTICE OF HEARING

Please be advised that the Plaintiff's Motion for Order to Show Cause Against the Defendant for Willfully Disobeying the Custody Order; a Request for Immediate Return of the Children, Make up Visitation and an Award of Attorney's Fees in the above-entitled matter is set for hearing as follows:

Date: October 14, 2019

Time: 10:00 AM

Location: RJC Courtroom 03G
Regional Justice Center
200 Lewis Ave.
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

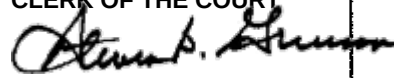
By: /s/ Juanito Nasarro
Deputy Clerk of the Court

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/ Juanito Nasarro
Deputy Clerk of the Court

AA000152



1 **APP**
2 **VALARIE I. FUJII, ESQ.**
3 Nevada Bar No. 005955
4 **VALARIE I. FUJII & ASSOCIATES**
5 704 South Sixth Street
6 Las Vegas, Nevada 89101
7 (702) 341-6464 phone
8 (702) 734-6464 facsimile
9 vip@fujii-lawlv.com

7 Attorney for Plaintiff
8 **CHRISTINA CALDERON**

9 **DISTRICT COURT, FAMILY DIVISION**

10 **CLARK COUNTY, NEVADA**

12 CHRISTINA CALDERON,)
13)
14 Plaintiff,)
15 vs.)
16)
17 MITCHELL STIPP,)
18)
19 Defendant.)
20)

CASE NO.: D-08-389203-Z
DEPT. NO.: H/RJC CR 3G

21 **EX PARTE APPLICATION FOR AN**
22 **ORDER TO SHOW CAUSE (EDCR 5.509)**

23 COMES NOW, Plaintiff CHRISTINA CALDERON, by and through her
24 attorney of record, VALARIE I. FUJII, ESQ. of the law firm of VALARIE I.
25 FUJII & ASSOCIATES, and submits this Ex Parte Application for an Order to
26
27
28

....

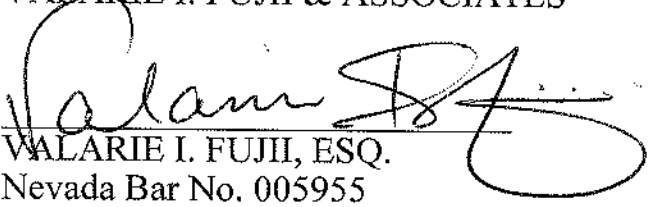
....

....

1 Show Cause Against the Defendant for Willfully Disobeying the Stipulation and
2 Order Resolving Physical Custody, Timeshare, Child Support, and Parenting
3 Matters filed on July 9, 2014.

4
5 DATED this 29th day of August, 2019.

6 VALARIE I. FUJII & ASSOCIATES

7
8 
9 VALARIE I. FUJII, ESQ.

10 Nevada Bar No. 005955
11 704 South Sixth Street
12 Las Vegas, Nevada 89101
13 Attorney for Plaintiff
14 CHRISTINA CALDERON

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I.**

17 **STATEMENT OF FACTS**

18 The parties herein have been divorced for almost eleven (11) years. See
19 **Exhibit 1**, copy of the Decree of Divorce filed on March 6, 2008, incorporating
20 the Marital Settlement Agreement (MSA).

21 Although the MSA (pre-*Rivero*) provided that the parties have joint physical
22 and legal custody over their minor children, the timeshare specified was as
23 follows:

24 Wife shall have the Children from 6:00 p.m. on Sundays
25 until 6:00 p.m. on Fridays and Husband shall have the
26 Children from 6:00 p.m. on Fridays until 6:00 p.m. on
27 Sundays.
28

1 See **Exhibit 1**, "Visitation Schedule" of MSA, at pg. A-1. Thus, CHRISTINA
2 had the children with her 80% of the time and Defendant only 20%.

3
4 The parties amended custody six years later via a Stipulation and Order
5 Resolving Physical Custody, Timeshare, Child Support, and Parenting Matters
6 filed on July 9, 2014, as follows:

7 Each party will have the children one week on, one week
8 off, during the calendar year (i.e. 7/7 split) **with the**
9 **objective of each party having 50% of the physical**
10 **timeshare.** . . . The parties shall have the timeshare
11 **with the children only as set forth in this stipulated**
12 **agreement or except as otherwise agreed in the future**
13 **by the parties in writing.**

14 During the normal custodial schedule (i.e., 7/7 split), the
15 parties agree that they shall exchange the children every
16 Friday. (Emphasis added)

17 See **Exhibit 2**, Stipulation and Order Resolving Physical Custody, Timeshare,
18 Child Support and Parenting Matters (hereinafter "Custody Order") at pg. 2, ll.6-
19 14; ll. 17-18.

20 The one week on/one week off schedule has been the Custody Order since
21 2014. Notwithstanding the aforementioned, on Friday August 23, 2019, when
22 CHRISTINA went to pick up the children after school for her custodial timeshare
23 week to begin, MITCHELL unilaterally, unlawfully and in violation of the Court
24 Order, withheld MIA and ETHAN from their mother. Defendant blamed the
25 children for his contemptuous actions, stating that they did not wish to return to
26 CHRISTINA. This willful disobeying of the Court's Order is contempt and
27
28

1 violation of the current custody order. See **Exhibit 2**, Custody Order at pg. 2, ll.
2 16-23.

3
4 Defendant has stated to instant counsel that, although he knows he does not
5 have a basis for a change in custody, nor a basis for teen discretion, the Court will
6 not make him enforce the Order, no matter what it is. His statements and baseless
7 excuses are proof that Defendant undermines CHRISTINA and usurps her parental
8 authority. They are further evidence of Defendant's pathogenic parenting and that
9 he lacks the ability to co-parent.
10

11 **CHRISTINA, who has never voluntarily or under the custodial**
12 **timeshare/holiday plan gone this long without her children in 11 years, has**
13 **been denied any and all communication with her children since the date of**
14 **Defendant's abduction on August 23, 2019.** Her telephone calls are blocked,
15 there is no response to her text messages, and there is real uncertainty as to what
16 Defendant is telling the children. Keeping the children from their mother without
17 any viable reason is clearly not in their best interest under NRS 125C.0035,
18 and is in blatant violation of the Court Order at pg.2, ll. 16-23, and at pg. 10, ll.
19 20-22.
20
21

22 Because of Defendant's actions, CHRISTINA and the children are
23 suffering. This Contempt must be issued immediately as it is in the best interest of
24 the children to have contact with their mother. It is unconscionable that she has
25 had to retain counsel to get a lawyer (Defendant) to follow the law. However,
26
27
28

1 without this Court's intervention and Contempt ruling, Defendant will continue to
2 withhold the children.

3
4 **II.**

5 **LEGAL AUTHORITY**

6 EDCR Rule 5.509; Motions and procedure for orders to show cause as
7 follows:

- 8
- 9 (a) A motion seeking an Order to Show Cause (OSC)
10 for contempt must be accompanied by a detailed
11 affidavit complying with NRS 22.030(2) that
12 identifies the specific provisions, pages and lines
13 of the existing order(s) alleged to have been
14 violated, the acts or omissions constituting the
alleged violation, any harm suffered or anticipated,
and the need for a contempt ruling, which should
be filed and served as any other motion.
- 15 (b) The party seeking the OSC shall submit an ex
16 parte application for issuance of the OSC to the
17 court, accompanied by a copy of the filed motion
for OSC and a copy of the proposed OSC.
- 18 (c) Upon review of the motion and application, the
19 court may:
- 20 (1) Deny the motion and vacate the hearing;
- 21 (2) Issue the requested OSC, to be heard at the
22 motion hearing;
- 23 (3) Reset the motion hearing to an earlier or
24 later time; or
- 25 (4) Leave the hearing on calendar without
26 issuing the OSC so as to address issues
27 raised in the motion at that time, either
28 resolving them or issuing the OSC at the
hearing.

1 (d) If an OSC is issued in advance of the first hearing,
2 the moving party shall serve it and the application
3 for OSC on the accused condemner.

4 (e) At the first hearing after issuance of an OSC, the
5 accused condemner may be held in contempt, or
6 not, or the court may continue the hearing with
7 directions on the issue. At the first or any
8 subsequent hearing after issuance of an OSC, if
9 the accused condemner does not appear, a bench
10 warrant may be issued to secure attendance at a
11 future hearing, or other relief may be ordered.

12 Defendant's actions violate the Custody Order. CHRISTINA did not agree
13 to allow him to keep the children, let alone agree in writing as required on pg.2,
14 ll.16-23 of the Custody Order. Further, the Custody Order specifies that "Child
15 custody exchanges be done in a civil, law abiding manner, reasonably close to the
16 times specified by the Court or any agreement of the parties." *Id.* at pg. 10, ll. 20-
17 22.

18 Neither party shall have the right of first refusal to care for the children
19 during the other party's custodial time, and should either party wish to leave the
20 children in the other party's care, they may do so only if the other party agrees.
21 *Id.* at pg. 6, ll. 17-21.

22 The Custody Order states that, in the event of an emergency or unforeseen
23 circumstance that could effect an exchange of the children, a party shall call or
24 contact the other party as soon as is reasonable (pg. 11, ll 8-10). Defendant
25 plotted and planned and gave no indication to CHRISTINA that he was going to
26

1 abduct and withhold the children, and after MIA's outburst, failed to notify
2 CHRISTINA within a reasonable time.

3
4 Defendant is also in violation of the requirement that direct negotiation be
5 attempted, then mediation, before resorting to litigation, should the other parent
6 believe that any changed circumstance suggests a change in the custodial
7 scheduling. See Custody Order on pg. 11, ll. 24-25. Defendant has kept the
8 children and denied CHRISTINA access to them without even speaking to her, let
9 alone negotiate. Defendant repeatedly breached his "Duty to Inform Regarding
10 Matters Affecting Parties" pursuant to the Custody Order.

11
12 Defendant has failed to facilitate daily telephone calls between the children
13 and CHRISTINA (violation of Custody Order at pg. 7, ll. 3-4); Defendant is using
14 the children as a weapon against her (violation of Custody Order at pg. 10, ll. 4).
15 Defendant sent emails, text messages and/or made phone calls to embarrass,
16 humiliate or denigrate CHRISTINA (violation of Custody Order at pg. 10, ll. 7-
17 10). Defendant divulged and/or disseminated an audio tape of MIA in violation of
18 the Court Order (pg. 10, ll. 10-13).

19
20 Defendant has deliberately interfered with CHRISTINA's custodial
21 timeshare. Defendant has committed direct contempt of the Custody Order when
22 he, an Officer of the Court, admitted to instant counsel that he was willfully
23 disobeying the Court's Custody Order and further admitted there was no changed
24 circumstance to warrant a change in custody. Defendant has also committed
25 indirect constructive contempt by willfully disobeying the Custody Order.

1 Claiming that he cannot "physically force the children" is insufficient to purge him
2 of the Contempt committed. MIA is only 14 years old and ETHAN is only 12
3 years old. They cannot drive. They cannot get to school without an adult. They
4 cannot make adult decisions, and Defendant cannot "use the children" to prove his
5 "inability to comply". That is wholly inappropriate and shows the existence of
6 pathogenic parenting, which has long term effects on children.
7

8
9 Thus, CHRISTINA seeks this Court's assistance in punishing Defendant for
10 his willful disobedience of the Court's Orders. CHRISTINA has made numerous
11 attempts to see and reunify with her children, however, Defendant has refused.
12

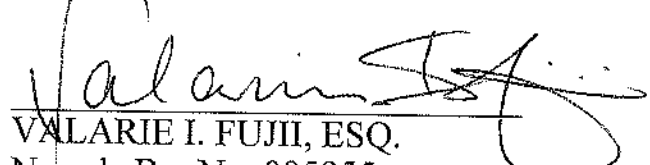
13 III.

14 CONCLUSION

15 Thus, Plaintiff CHRISTINA's *Motion for Order to Show Cause Against*
16 *the Defendant for Wilfully Disobeying the Custody Order; a Request for*
17 *Immediate Return of the Children, Make up Visitation and an Award of*
18 *Attorneys Fees* is being sought pursuant to EDCR 5.509.

19
20 DATED this 29th day of August, 2019.

21 VALARIE I. FUJII & ASSOCIATES

22
23 
24 VALARIE I. FUJII, ESQ.

25 Nevada Bar No. 005955
26 704 South Sixth Street
27 Las Vegas, Nevada 89101
28 Attorney for Plaintiff
CHRISTINA CALDERON



1 **EXH**
2 **VALARIE I. FUJII, ESQ.**
3 Nevada Bar No. 005955
4 **VALARIE I. FUJII & ASSOCIATES**
5 704 South Sixth Street
6 Las Vegas, Nevada 89101
7 (702) 341-6464 phone
8 (702) 734-6464 facsimile
9 vip@fujii.lawlv.com

10 Attorney for Plaintiff
11 CHRISTINA CALDERON

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

14 CHRISTINA CALDERON,)

15 Plaintiff,)

16 vs.)

17 MITCHELL STIPP,)

18 Defendant.)

CASE NO.: D-08-389203-Z
DEPT. NO.: H/RJC CR 3G

19 **PLAINTIFF'S EXHIBITS IN SUPPORT OF**

20 **PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AGAINST THE**
21 **DEFENDANT FOR WILLFULLY DISOBEYING THE CUSTODY ORDER;**
22 **A REQUEST FOR IMMEDIATE RETURN OF THE CHILDREN, MAKE**
23 **UP VISITATION AND AN AWARD OF ATTORNEY'S FEES**

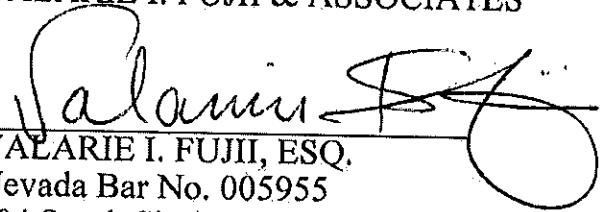
24 COMES NOW, Plaintiff CHRISTINA CALDERON, by and through her
25 attorney of record, VALARIE I. FUJII, ESQ. of the law firm of VALARIE I.
26 FUJII & ASSOCIATES, and submits his *Exhibits in Support of his Motion for*
27 *an Order to Show Cause Why Defendant Should Not Be Held in Contempt of*
28

1 *Court for Willfully Disobeying the Custody Order; a Request for Immediate*
2 *Return of the Children, Make up Visitation, and an Award of Attorney's Fees as*
3 *follows:*

<u>Exhibit</u>	<u>Document Title</u>
1.	Decree of Divorce filed on March 6, 2008, incorporating the Marital Settlement Agreement (MSA)
2.	Stipulation and Order Resolving Physical Custody, Timeshare, Child Support, and Parenting Matters filed on July 9, 2014
3.	Emails between the parties dated August 2019, which proves the Defendant's Contempt in his withholding the children from CHRISTINA
4.	Pictures of MIA and CHRISTINA at Middle School Graduation on May 22, 2019; and picture of MIA that CHRISTINA took of her at summer music camp on June 21, 2019
5.	Email from CHRISTINA to the Defendant when MIA was found with her boyfriend at the park alone (co-parenting)
6.	Email from ETHAN's teacher Ms. Wandel regarding him receiving special recognition for showing kindness to a special needs child at school

17 DATED this 29th day of August, 2019.

18 VALARIE I. FUJII & ASSOCIATES

19
20 
21 VALARIE I. FUJII, ESQ.
22 Nevada Bar No. 005955
23 704 South Sixth Street
24 Las Vegas, Nevada 89101
25 Attorney for Plaintiff
26 CHRISTINA CALDERON
27
28

ORIGINAL

FILED

MAR 6 9 47 AM '08

CLERK OF THE COURT

DECD
CHRISTINA CALDERON STIPP
2055 Alcova Ridge Drive
Las Vegas, Nevada 89135
Home Telephone No.: (702) 304-0275
Cellular Telephone No.: (702) 610-0032
Petitioner in Proper Person

MITCHELL DAVID STIPP
2055 Alcova Ridge Drive
Las Vegas, Nevada 89135
Home Telephone No.: (702) 304-0275
Cellular Telephone No.: (702) 378-1907
Petitioner in Proper Person

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Joint Petition of
CHRISTINA CALDERON STIPP and
MITCHELL DAVID STIPP,
Joint Petitioners.

CASE NO. D-08-389203-2
DEPT NO. L

DECREE OF DIVORCE

The above-entitled cause having been submitted to the above-entitled Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition for Divorce (the "Joint Petition") filed by Petitioner CHRISTINA CALDERON STIPP and Petitioner MITCHELL DAVID STIPP, and all of the papers and pleadings on file in this action, the Court finds as follows:

1. That all of the allegations contained in the Joint Petition and other papers and documents on file with this Court are true.
2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met.
3. That this Court has complete jurisdiction as to the parties and the subject matter thereto.

- DISPOSITIONS
- ☐ Converted from Blackstone
 - ☐ Involuntary Dismissal
 - ☐ Transferred
 - ☐ Voluntary Dismissal
 - ☒ Decision w/out Trial/Hearing
 - ☐ Decision w/ Hearing
 - ☐ Decision w/ Trial/Evidentiary Hearing
 - ☐ Guardianship
 - ☐ Death
 - ☐ Age of Majority
 - ☐ Restoration of Competency
 - ☒ Order Terminating Guardianship/ Final Adm.

1 4. That Petitioner CHRISTINA CALDERON STIPP has been and is now an actual
2 bona fide resident of Clark County, Nevada, and has actually been domiciled in Clark County for
3 more than six (6) weeks immediately prior to the commencement of this action.

4 5. That Petitioner MITCHELL DAVID STIPP has been and is now an actual bona fide
5 resident of Clark County, Nevada, and has actually been domiciled in Clark County for more than
6 six (6) weeks immediately prior to the commencement of this action.

7 6. That the parties were married in Las Vegas, Nevada, on July 18, 1997.

8 7. That the parties are incompatible in marriage and are entitled to a Decree of Divorce
9 on the grounds of incompatibility.

10 8. That the parties have two (2) minor children born the issue of their marriage,
11 namely: Mia Elena Stipp, born October 19, 2004, and Ethan Christopher Stipp, born, March 24,
12 2007. That Petitioner CHRISTINA CALDERON STIPP is not pregnant, and the parties have no
13 other children the issue of the parties' relationship, including any adopted children, who have yet
14 to reach the legal age of majority as of the date of the entry of this Decree of Divorce.

15 9. That the parties entered into a Marital Settlement Agreement on February 20, 2008,
16 a copy of which is attached hereto as EXHIBIT 1 (the "Marital Settlement Agreement"). That by
17 way of the parties' said Marital Settlement Agreement, the parties have resolved between
18 themselves all questions and issues relating to the custody, visitation, and support of the parties'
19 minor children, as well as all questions and issues pertaining to the division of the parties' property,
20 the assumption of their debts, the payment of alimony, and all other issues and claims, marital and
21 otherwise, that exist between the parties. That the parties' said Marital Settlement Agreement is
22 hereby ratified, confirmed and approved by the Court, and the same merged into this Decree of
23 Divorce, thereby becoming a part of this Decree to the extent as if same were set forth in this
24 Decree in full.

25 10. That the parties have waived their rights to written Notice of Entry of Decree of
26 Divorce, to appeal, to Findings of Fact and Conclusions of Law, and to move for a new trial.

27 Thus, with good cause appearing therefor, the Court hereby enters the following Orders:

28 I. TERMINATION OF THE PARTIES' MARRIAGE

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony
2 heretofore and now existing between Petitioner CHRISTINA CALDERON STIPP and Petitioner
3 MITCHELL DAVID STIPP be dissolved, set aside, and forever held for naught, and that Petitioner
4 CHRISTINA CALDERON STIPP and Petitioner MITCHELL DAVID STIPP be, and the both
5 hereby are, awarded and decreed an absolute and final Decree of Divorce from each other, and that
6 the parties, and each of them, is hereby restored to the status of a single, unmarried person.

7 II. CHILD CUSTODY

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner CHRISTINA
9 CALDERON STIPP and Petitioner MITCHELL DAVID STIPP shall have joint legal custody of
10 the parties' minor children, Mia Elena Stipp, born October 19, 2004, and Ethan Christopher Stipp,
11 born, March 24, 2007, with the physical custody, visitation, and timeshare arrangements being as
12 set forth in Section 1 of the parties' Marital Settlement Agreement attached to this Decree as
13 Exhibit 1. IT IS FURTHER ORDERED that the parties' said agreement as to the custody,
14 visitation, and timeshare arrangements set forth in Section 1 of the attached Marital Settlement
15 Agreement is further ratified, confirmed, and approved by the Court at this time, and the same is
16 incorporated into this Decree of Divorce as though the same were set forth in this Decree in full.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to NRS
18 125C.200, should Petitioner CHRISTINA CALDERON STIPP intend to permanently move her
19 residence to a place outside the State of Nevada, and take the minor children with her, she must,
20 as soon as possible, and before the planned move, attempt to obtain the written consent of
21 Petitioner MITCHELL DAVID STIPP to move the children from the State. If Petitioner
22 MITCHELL DAVID STIPP refuses to give such consent, Petitioner MITCHELL DAVID STIPP
23 shall, before she leaves the State with the minor children, petition the Court for permission to move
24 the children.

25 IT IS FURTHER ORDERED that the parties are subject to the following provisions of NRS
26 125.510(6) for violation of the Court's Order:

27 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
28 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN

1 NRS 193.130. NRS 200.359 provides that every person having a limited right of
2 custody to a child or any parent having no right of custody to the child who
3 willfully detains, conceals or removes the child from a parent, guardian or other
4 person having lawful custody or a right of visitation of the child in violation of an
5 order of this court, or removes the child from the jurisdiction of the court without
6 the consent of either the court or all persons who have the right to custody or
7 visitation is subject to being punished for a category D felony as provided in NRS
8 193.130.

9 IT IS FURTHER ORDERED that, pursuant to NRS 125.510(7) and (8), the terms of the
10 Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on
11 Private International Law, are applicable to the parties. IT IS FURTHER ORDERED that the
12 minor children's habitual residence is located in the County of Clark, State of Nevada, within the
13 United States of America. NRS 125.510(7) and (8) specifically provide as follows:

14 Section 7. In addition to the language required pursuant to subsection 6,
15 all orders authorized by this section must specify that the terms of the Hague
16 Convention of October 25, 1980, adopted by the 14th Session of the Hague
17 Conference on Private International Law, apply if a parent abducts or wrongfully
18 retains a child in a foreign country.

19 Section 8. If a parent of the child lives in a foreign country or has
20 significant commitments in a foreign country:

21 (a) The parties may agree, and the Court shall include in the Order for
22 custody of the child, that the United States is the country of habitual residence of
23 the child for the purposes of applying the terms of the Hague Convention as set
24 forth in Subsection 7.

25 (b) Upon motion of the parties, the Court may order the parent to post
26 a bond if the Court determines that the parent poses an imminent risk of wrongfully
27 removing or concealing the child outside the country of habitual residence. The
28 bond must be in an amount determined by the Court and may be used only to pay
for the cost of locating the child and returning him to his habitual residence if the
child is wrongfully removed from or concealed outside the country of habitual
residence. The fact that a parent has significant commitments in a foreign country
does not create a presumption that the parent poses an imminent risk of wrongfully
removing or concealing the child.

29 III. CHILD SUPPORT

30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner MITCHELL
31 DAVID STIPP pay child support to Petitioner CHRISTINA CALDERON STIPP as provided in
32 Section 1 of the Marital Settlement Agreement attached to this Decree as Exhibit 1.

33 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioners each pay
34 one-half (½) of all their minor children's medical, surgical, dental, orthodontic, optical, and

1 psychological expenses, as provided in Section 1 of the Marital Settlement Agreement attached to
2 this Decree as Exhibit 1.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the child support
4 provisions set forth in the Section 1 of the parties' Marital Settlement Agreement (EXHIBIT 1),
5 specifically including, but not necessarily limited to, the provisions of Sections 1.2, 1.3, 1.4, and
6 1.5(a), are ratified, confirmed, and approved by the Court at this time, and the same are
7 incorporated into this Decree of Divorce as though the same were set forth in this Decree in full.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions for child
9 support provided in this Decree and in the parties' attached Marital Settlement Agreement are
10 subject to wage assignment with Petitioner MITCHELL DAVID STIPP's employer pursuant to the
11 provisions of Chapter 31A of the Nevada Revised Statutes and NRS 125.450.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions of NRS
13 125B.145 allow the Court to modify the child support obligations provided in this Decree at least
14 every three years, without the need of making a finding of a change of circumstances. NRS
15 125B.145 provides as follows:

16 1. An order for the support of a child must, upon the filing of a request
17 for review by:

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

21 (b) A parent or legal guardian of the child,
22 be reviewed by the court at least every 3 years pursuant to this section to determine
23 whether the order should be modified or adjusted. Each review conducted pursuant
24 to this section must be in response to a separate request.

25 2. If the court:

26 (a) Does not have jurisdiction to modify the order, the court may
27 forward the request to any court with appropriate jurisdiction.

28 (b) Has jurisdiction to modify the order and, taking into account
the best interests of the child, determines that modification or adjustment of the
order is appropriate, the court shall enter an order modifying or adjusting the
previous order for support in accordance with the requirements of NRS 125B.070
and 125B.080.

3. The court shall ensure that:

1 (a) Each person who is subject to an order for the support of a
2 child is notified, not less than once every 3 years, that he may request a review of
the order pursuant to this section; or

3 (b) An order for the support of a child includes notification that
4 each person who is subject to the order may request a review of the order pursuant
to this section.

5 4. An order for the support of a child may be reviewed at any time on
6 the basis of changed circumstances.

7 5. As used in this section "order for the support of a child" means such
an order that was issued or is being enforced by a court of this state.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions of NRS
9 125B.095 shall apply to any delinquent child support obligation required to be paid pursuant to this
10 Decree. In this regard, NRS 125B.095 provides as follows:

11 **NRS 125B.095 Penalty for delinquent payment of installment of**
12 **obligation of support.**

13 1. Except as otherwise provided in this section and NRS 125B.012, if
14 an installment of an obligation to pay support for a child which arises from the
15 judgment of a court becomes delinquent in the amount owed for 1 month's support,
16 a penalty must be added by operation of this section to the amount of the
17 installment. This penalty must be included in a computation of arrearages by a
court of this State and may be so included in a judicial or administrative proceeding
of another state. A penalty must not be added to the amount of the installment
pursuant to this subsection if the court finds that the employer of the responsible
parent or the district attorney or other public agency in this State that enforces an
obligation to pay support for a child caused the payment to be delinquent.

18 2. The amount of the penalty is 10 percent per annum, or portion
19 thereof, that the installment remains unpaid. Each district attorney or other public
20 agency in this State undertaking to enforce an obligation to pay support for a child
shall enforce the provisions of this section.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall provide
22 the information required by NRS 125.130, NRS 125.230, and NRS 125B.055 on a separate form
23 to be submitted to the Court and the Welfare Division of the Department of Human Resources
24 ("Welfare Division") within ten days from the date of the entry of this Decree of Divorce. IT IS
25 FURTHER ORDERED that each party shall update such information submitted to this Court and
26 the Welfare Division within ten days should any of the information required to be provided become
27 inaccurate. IT IS FURTHER ORDERED that such information shall be maintained by the Clerk
28 of this Court and the Welfare Division in a confidential manner, and the same shall not be part of

1 the public records.

2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains
3 jurisdiction of the parties and the subject matter hereof for the purpose of making such other and
4 further orders as relates to the care, custody, support and maintenance of the minor children of the
5 parties as to the Court may seem meet and proper from time to time hereafter during the minority
6 of said children.

7 IV. MERGER OF MARITAL SETTLEMENT AGREEMENT

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Settlement
9 Agreement, a copy of which is attached to this Decree as EXHIBIT 1, be, and the same hereby is,
10 ratified, confirmed, and approved by this Court. As noted above in this Decree, by way of their
11 said Marital Settlement Agreement, the Court finds that the parties have settled and resolved all
12 questions and issues relating to the custody, visitation, and support of the parties' minor children,
13 as well as all questions and issues pertaining to the division of the parties' property, the assumption
14 of their debts, the payment of alimony, and all other issues relating or incident to their marriage to
15 each other. Therefore, pursuant to the express terms of the parties' Marital Settlement Agreement,
16 IT IS FURTHER ORDERED that, by this reference, the parties' Marital Settlement Agreement
17 *shall be merged and incorporated into and become a part of this Decree of Divorce* to the same
18 extent as if the Marital Settlement Agreement, in its entirety, were set forth in this Decree in full.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party hereby is
20 directed to execute such certificates of title, deeds, bills of sale, or such other documentation as
21 may be required to transfer any right, title or interest he or she may have to the property of the party
22 entitled thereto by virtue of the division of assets as set forth in the parties' Marital Settlement
23 Agreement.

24 V. UNDISCLOSED PROPERTY

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, should it be discovered
26 that there are any assets, real, personal, or mixed, or any choses in action, securities, or other such
27 intangible property, not herein disposed of, then, upon discovery of the existence of the same, each
28 party shall be entitled to one-half (1/2) interest therein as his or her community interest, the same

1 to be disposed of, and the proceeds divided equally; or at the option of the one who possesses the
2 same, to pay the other for his or her one-half interest therein, and failure to do so shall entitle either
3 to appropriate Court relief, with all costs and attorneys' fees to be awarded to the prevailing party.
4 IT IS FURTHER ORDERED that, should it be discovered that there exist such other community
5 or jointly owned assets which have not been disclosed and divided pursuant to this Decree, either
6 party may move the Court (or a court having competent jurisdiction) for a partition of such asset(s)
7 at any time hereafter. IT IS FURTHER ORDERED that the failure of either party to disclose any
8 asset(s) constitutes extrinsic fraud, which will invoke the jurisdiction of the Court (or a court
9 having competent jurisdiction) to partition such undisclosed asset(s) at any future time. IT IS
10 FURTHER ORDERED that the party who does not have the actual physical possession or control
11 of the undisclosed asset (i.e., the "non-possessing party") shall be entitled to have his or her one-
12 half interest in any such property determined, at the election of the said non-possessing party, as
13 being equal to one-half of (i) the fair market value of such property on the date of the entry of this
14 Decree or Divorce; or (ii) the fair market value of such property at the time the non-possessing
15 party discovers that he or she has an interest in such property; or (iii) the total proceeds received
16 by the parties from the sale of the property. IT IS FURTHER ORDERED that the statute of
17 limitation applicable to any proceeding seeking to enforce rights pursuant to this paragraph shall
18 not begin to run until the non-possessing party's actual discovery of such additional property.

19 **VI. ADDITIONAL ORDERS**

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner CHRISTINA
21 CALDERON STIPP shall continue to be know as CHRISTINA CALDERON-STIPP, with the
22 hyphenation of her last name, to wit: CALDERON-STIPP.

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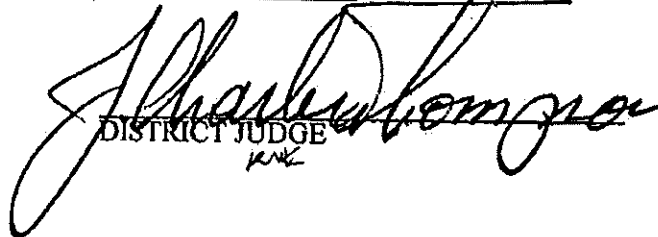
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1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court's files and all papers,
2 records, proceedings, evidence, including exhibits, and any testimony transcripts be sealed
3 forthwith pursuant to NRS 125.110, and the same shall remain sealed until further order of this
4 Court.

5 DATED this 5th day of March, 2008.

6
7 
8 DISTRICT JUDGE
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10 The parties to this action, Petitioner CHRISTINA CALDERON STIPP and Petitioner
11 MITCHELL DAVID STIPP, hereby STIPULATE AND AGREE to the Court's entry of the
12 Decree of Divorce set forth above, and each party agrees to fully comply with the same.

13 DATED: February 25, 2008

DATED: February 25, 2008

14 
15 CHRISTINA CALDERON STIPP
16 2055 Alcova Ridge Drive
17 Las Vegas, Nevada 89135
18 Petitioner in Proper Person

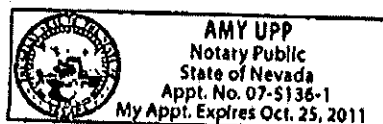

MITCHELL DAVID STIPP
2055 Alcova Ridge Drive
Las Vegas, Nevada 89135
Petitioner in Proper Person

19 STATE OF NEVADA }
20 COUNTY OF CLARK } SS:

21 On this 25th day of February, 2008, before me, the undersigned Notary Public in and for
22 said County and State, personally appeared CHRISTINA CALDERON STIPP and MITCHELL
23 DAVID STIPP, both known to me to be the persons described in and who executed the foregoing
24 immediately above, each of whom acknowledged to me that he or she did so freely and voluntarily
25 and for the uses and purposes therein mentioned.

26 Witness my hand and official seal.


Notary Public



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EXHIBIT 1

ATTACHED IS A TRUE AND CORRECT COPY OF THE PARTIES'
MARITAL SETTLEMENT AGREEMENT
WHICH HAS BEEN MERGED INTO THIS DECREE OF DIVORCE

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of this 20th day of February 2008 (the "Effective Date") by and between Mitchell David Stipp ("Husband"), and Christina Calderon Stipp ("Wife" and, together with Husband, the "Parties," or individually, a "Party").

RECITALS

- A. The Parties were married in Las Vegas, Clark County, State of Nevada on July 18, 1997.
- B. The Parties have two (2) minor children of the marriage: Mia Elena Stipp ("Mia"), born on October 19, 2004, and Ethan Christopher Stipp ("Ethan" and, together with Mia, "Children," or individually, a "Child"), born on March 24, 2007.
- C. Wife filed for divorce against Husband in the Eighth Judicial District Court of the State of Nevada, Clark County District Court Case No. D360352, Department L, in July/August of 2006 (the "Action"). The Action was subsequently stayed and/or dismissed by mutual agreement of the Parties.
- D. The Parties have numerous disputes and differences and desire and intend to separate and live separate and apart one from the other.
- E. It is the mutual wish and desire of the Parties that a full and final adjustment and settlement of their property rights, interests and claims against each other be had, settled and determined by entering into this Agreement, including all issues described in the Action and support and maintenance of the Parties and Children.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, understandings, undertakings, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the recitals set forth above are true and correct and are expressly incorporated and made a part of this Agreement, and further covenant and agree as follows:

I. MAINTENANCE AND SUPPORT OF CHILDREN

1.1. **CHILD CUSTODY.** The Parties shall have joint legal and physical custody of the Children. The Parties shall comply with the visitation schedule attached hereto as Exhibit A and incorporated herein by this reference. The Parties shall also comply with the following specific terms:

- (a) Each Party shall make every effort to maintain free access and unhampered contact between the Children and the other Party. Neither Party shall do anything which shall estrange the Children from the other Party; injure the Children's opinion of the other Party; attempt to denigrate or degrade the other Party; or otherwise impair the natural development of the Children's love and respect for each of the Parties. Both Parties understand that parenting requires the acceptance of mutual responsibilities and rights insofar as the Children are concerned. Each Party agrees to communicate and cooperate with the other Party with respect to all matters relating to the Children. The Parties understand and agree that the best interests of the Children will be served by the Parties continuing to openly and freely communicate with each other in a civil manner and to cooperate with each other in raising the

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Children. The Parties acknowledge and agree that their respective roles as joint legal custodians of the Children entail the following rights and responsibilities:

(i) Each Party shall consult and cooperate with the other in substantial questions relating to the religious upbringing, educational programs (including placement in, and removal from those programs), significant changes in social environment, and healthcare of the Children. Each Party shall have access to medical and school records pertaining to the Children and be permitted to independently consult with any and all professionals involved with the Children.

(ii) All schools, health care providers, day care providers, and counselors shall be selected jointly by the Parties. The Parties shall promptly keep each other apprised, in advance, of the Children's appointments with all medical providers, and shall be given a reasonable opportunity to participate therein, in person or telephonically.

(iii) Each Party shall be empowered to obtain emergency health care for the Children without the consent of the other Party. Each Party is to notify the other Party as soon as reasonably practicable of any illness requiring medical attention, or any emergency involving the Children.

(iv) Each Party is to provide the other Party, within fourteen (14) days of receipt, with any information concerning the well-being of the Children, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the Children; samples of school work; order forms for school pictures; all communications from health care providers and the names, addresses, and telephone numbers of all schools, health care providers, regular day care providers, and counselors. With regard to the exchange of medical documentation related to any claim of reimbursement for out-of-pocket medical expenses, the Parties shall be required to exchange such documentation within thirty (30) days of receipt, and shall pay requested reimbursement within thirty (30) days of receipt.

(v) Each Party shall advise the other Party of any and all school, athletic, church, and social events in which the Children participate and each Party agrees to so notify the other within a reasonable time after first learning of the future occurrence of any such event so as to allow the other Party to make arrangements to attend the event if he or she chooses to do so. Both Parties may participate in all such activities for the Children, such as open house, attendance at an athletic event, etc.

(b) Each Party is to provide the other Party with the address and telephone number at which the Children reside and to immediately notify the other Party prior to any change of address and further, to provide the telephone number of such address change as soon as it is assigned.

(c) Each Party shall provide the other Party with a travel itinerary (including trip dates, planned destination by address, and an estimated date and time of arrival back at the Children's place of residence), and, whenever reasonably possible, telephone numbers at which the Children can be reached whenever the Children will be away from that Party's home for a period of two (2) nights or more.

(d) The Parties shall encourage liberal and unhampered communication between the Children and the other Party. Each Party shall be entitled to reasonable telephone communication with the Children, at reasonable times of the day and night.

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1.2. **CHILD SUPPORT.** Subject to Section 1.4 below, Husband shall pay to Wife the sum of \$1,000.00 per month for each Child as and for child support beginning on the first day of the calendar month after the date in which the Decree of Divorce is entered by the Court in the Action until such time as the Child reaches the age of eighteen (18) years old [or the age of nineteen (19) if still enrolled in high school], marries, or becomes otherwise emancipated. The Parties certify that the amount of child support set forth in this Section 1.2 is consistent with the formula set forth in NRS 125B.070; provided, however, that the amount of child support exceeds the presumptive maximum amount set forth in NRS 125B.070.

1.3. **HEALTH CARE EXPENSES FOR WIFE AND THE CHILDREN.** Subject to Section 1.4 below, the Parties shall be equally responsible for the Children's health care expenses (medical, surgical, dental, orthodontic, and/or optical), and any premiums, deductibles, and co-pays associated therewith; provided, however, that Husband shall maintain medical, dental and optical insurance for Wife and each Child for as long as that coverage remains available through his employment at no cost or expense to Husband.

1.4. **REVIEW OF SUPPORT OBLIGATIONS.** Pursuant to NRS 125B.145, the Parties agree that the support obligations of the Parties as set forth in Sections 1.2 and 1.3 above may be reviewed by the Court to determine whether the support obligations should be modified or adjusted. Each review conducted pursuant to this Section 1.4 must be in response to a separate request by a Party.

1.5. **OTHER TERMS AND CONDITIONS.** The Parties further agree that they are subject to the following:

(a) The provisions of NRS 31A.025 to 31A.350, inclusive, regarding the withholding or assignment of wages and commissions for delinquent payments of child support.

(b) The provisions of NRS 200.359 for violation of the Court's Order are applicable to the Parties:

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 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.

(c) 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 are applicable to the Parties:

"Section 8. If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

(a) The parties may agree, and the Court shall include in the Order for custody of the child, that the United

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States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in Subsection 7.

- (b) Upon motion of the parties, the Court may order the parent to post a bond if the Court determines that the parents pose an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the Court and may be used only to pay for the cost of locating the child and returning him to his habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child."

- (d) The State of Nevada is the habitual residence of the Children.

II. COMMUNITY PROPERTY AND DEBT

2.1. **COMMUNITY PROPERTY.** In order to achieve an equitable apportionment of the community property acquired by the Parties during the period of their marriage, the following division of community property shall apply beginning on the Effective Date:

(a) Husband grants, transfers, conveys and assigns to Wife all of his right, title and interest in and to the following property which shall be the sole and separate property of Wife, free and clear of any and all rights, interests, and claims of Husband (including any marital or other property rights), as of the Effective Date:

(i) The sum of \$1,826,000.00.

(ii) Wife's 401(k) as part of Morris Pickering & Peterson Retirement Plan in the approximate amount of \$60,000.00.

(iii) The membership interests owned by Stipp Family Trust dated October 13, 2004 (the "Trust"), in 1005 Hickory Park, LLC, a Nevada limited liability company ("Hickory Park"), which owns the real property designated by the Clark County Assessor's Office as APN 137-35-815-011 and all improvements thereon including the 1,943 square foot residential dwelling (the "Secondary Residence"). Husband and Wife as trustees of the Trust shall execute and deliver the form of assignment of membership interests attached hereto as Exhibit B and incorporated herein by this reference pursuant to which Husband shall resign as manager of Hickory Park and Wife shall become the sole manager and member of Hickory Park. The value of the Secondary Residence is approximately \$325,000 as of the Effective Date. The Secondary Residence is not subject to any mortgage. Wife through her ownership of Hickory Park shall own the Secondary Residence.

(iv) The membership interests owned by the Trust in Stipp Law Group, Ltd, a Nevada professional corporation ("Stipp Law"). Husband and Wife as trustees of the Trust shall

execute and deliver the form of assignment of stock attached hereto as Exhibit C and incorporated herein by this reference pursuant to which Wife shall become the sole stockholder of Stipp Law. The value of Stipp Law is approximately \$100.00 as of the Effective Date.

(v) All checking, savings, money market or other accounts in the name of Wife and/or Stipp Law in existence as of the Effective Date.

(vi) Leasehold interest in 2008 Range Rover.

(vii) Wife's clothing, jewelry and personal items.

(viii) Wife's Loan (as defined in Section 2.2(c)).

(b) Wife grants, transfers, conveys and assigns to Husband all of her right, title and interest in and to the following property which shall be the sole and separate property of Husband, free and clear of any and all rights, interests, and claims of Wife (including any marital or other property rights), as of the Effective Date:

(i) All remaining cash in bank account at Wells Fargo, N.A., in the name of Husband, which after the payment(s) made by Husband to Wife as set forth in Section 2.1(a)(i), will be approximately \$508,500.00.

(ii) Husband's 401(k) as part of Kummer Kaempfer Bonner Renshaw & Ferrario's 401(k) Profit Sharing Plan and Plise Companies' Retirement Plan in the approximate amounts of \$55,000.00 and \$95,000.00, respectively.

(iii) The membership interests owned by the Trust, in Stipp Investments, LLC, a Nevada limited liability company ("Husband LLC"), which owns a profit interest in Aquila Investments, LLC, a Nevada limited liability company ("Aquila"). Aquila owns membership interests in several limited liability companies which own various real estate developments in Las Vegas and Henderson, Nevada. Husband and Wife as trustees of the Trust shall execute and deliver the form of assignment attached hereto as Exhibit D and incorporated herein by this reference. The value of Husband LLC's profit interest in Aquila is approximately \$100.00 as of the Effective Date.

(iv) The membership interests owned by the Trust, in 2055 Alcova Ridge, LLC, a Nevada limited liability company ("Alcova Ridge"), which owns the real property designated by the Clark County Assessor's Office as APN 164-02-220-014 and all improvements thereon including the 5,224 square foot residential dwelling ("Marital Residence"). Husband and Wife as trustees of the Trust shall execute and deliver the form of assignment of membership interests attached hereto as Exhibit E and incorporated herein by this reference pursuant to which Husband shall become the sole member of Alcova Ridge. The value of Alcova Ridge is approximately \$2,000,000.00 as of the Effective Date. The Marital Residence is subject to a mortgage from Countrywide Home Loans (Account No. 112575809) in the approximate amount of \$1,000,000.00 (the "Marital Residence Mortgage").

(v) All contents of the Marital Residence including, without limitation, all furniture, furnishings, appliances, fixtures, and equipment located in or used in connection with the Marital Residence but expressly excluding the items identified in Section 2.1(a)(vii) above and the clothing and personal items of the Children. Husband and Wife as trustees of the Trust and individually shall execute and deliver the form of bill of sale attached hereto as Exhibit F and incorporated herein by

this reference pursuant to which Husband shall become the sole owner of the items described in this Section 2.1(b)(v).

(vi) Leasehold interest in 2008 BMW M6.

(vii) Leasehold, license or other use right in 2007 Mercedes S65 AMG leased by Plise Companies.

(viii) Husband's clothing, jewelry, tools, guns, and personal items.

(c) Each Party represents and warrants that he or she has made full, complete and accurate disclosure of all the assets of the Parties that have value that exceeds individually or in the aggregate the sum of \$10,000.00.

(d) Husband and Wife shall close all joint accounts and all accounts in the name of the Trust on or before the date in which the Decree of Divorce is entered by the Court in the Action.

(e) Husband and Wife hereby acknowledge that, based upon the mutual representations made to each other, the distribution of their community property estate herein is a substantially equal division of the community property and both hereby confirm the property identified in Sections 2.1(a) and (b) above to the other, as appropriate, as his or her sole and separate property.

(f) Any and all property acquired by either of the Parties from and after the Effective Date shall be the sole and separate property of the Party acquiring the same and each of the Parties hereby confirms to the other Party that all such acquisitions of property shall be the sole and separate property of the Party acquiring the same.

(g) Each of the Parties shall have an immediate right to dispose of or bequeath by will his or her respective interests in and to any and all property belonging to him or her from and after the Effective Date, and that such right shall extend to all property acquired after the Effective Date as well as to all property identified in Sections 2.1(a) and (b) above.

(h) Each of the Parties hereby waives and releases any and all right to the estate of the other left at his or her death and forever grants, transfers, conveys and assigns any and all right to share in the estate of the other by the laws of succession, and each of the Parties hereby waives and releases the other Party from all rights to inherit from the other. Furthermore, the Parties hereby renounce, one to the other, all right to be administrator or administratrix, executor or executrix, of the estate of the other, and the Parties hereby waive and release any and all right to the estate or any interest in the estate of the other by way of inheritance, or otherwise, for family allowance therein or therefrom, to a probate or other homestead upon any property of the other, and to have set aside to him or her any property of the other exempt from execution, and from the Effective Date to the end of the world, the waiver and release by each of the Parties in the estate of the other Party shall be effective, and the Parties shall have all the rights of single persons and maintain the relationship of such toward each other.

2.2. ASSUMPTION OF COMMUNITY DEBTS. Husband and Wife agree that there are no known community debts of the Parties other than the debts encumbering the property awarded to each other as set forth in Section 2.1 above, and that each Party accepts their respective property "as-is" and "with all faults," including, without limitation, the encumbrances of any community debt.

(6)

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(a) Wife hereby individually and solely assumes and agrees to keep, perform, fulfill and observe all of the terms, covenants, obligations, agreements and conditions required to be kept, performed, fulfilled and observed by Husband and/or Wife with respect to any and all debts, obligations and liabilities arising from or in any way connected with the property identified in Section 2.1(a) above. Wife agrees and acknowledges that Wife shall be individually and solely responsible for any and all debts, obligations and liabilities which may be due and payable and which were incurred by Wife subsequent to the Effective Date. Wife agrees to indemnify, defend, and hold Husband harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly arising out of Wife's failure to keep, perform, fulfill, and observe any of the terms, covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, and observed by Wife pursuant to this Section 2.2(a).

(b) Husband individually and solely assumes and agrees to keep, perform, fulfill and observe all of the terms, covenants, obligations, agreements and conditions required to be kept, performed, fulfilled and observed by Husband and/or Wife with respect to any and all debts, obligations and liabilities arising from or in any way connected with the property identified in Section 2.1(b) above, including, without limitation, the Marital Residence Mortgage. Husband agrees and acknowledges that Husband shall be individually and solely responsible for any and all debts, obligations and liabilities which may be due and payable and which were incurred by Husband subsequent to the Effective Date. Husband agrees to indemnify, defend, and hold Wife harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly arising out of Husband's failure to keep, perform, fulfill, and observe any of the terms, covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, and observed by Husband pursuant to this Section 2.2(b).

(c) Within fifteen (15) days after the Effective Date, Wife shall provide a loan to Alcova Ridge from the sum received in Section 2.1(a)(i) above which shall be secured by the Marital Residence and guaranteed by Husband ("Wife's Loan") to refinance the Marital Residence Mortgage. Wife's Loan shall be in the amount of \$1,000,000.00 and accrue interest at 6.375% per year for a term of thirty (30) years subject to Wife's sole and exclusive right to advance the maturity of the loan to any time after the first twelve (12) months from initial funding with ninety (90) days' written notice. Alcova Ridge shall be required to make interest only payments under Wife's Loan which shall be due and payable monthly in arrears.

(d) Husband and Wife shall not borrow from and shall close all lines of credit in their joint names on or before the date in which the Decree of Divorce is entered by the Court in the Action, including, without limitation, the line of credit provided by Bank of America, N.A. and secured by the Parties' former marital residence located at 3250 Santolina Drive, Las Vegas, Nevada 89135 and the line of credit provided by Countrywide Home Loans secured by the Marital Residence.

2.3. TAX PROVISIONS.

(a) Husband and Wife shall file a joint return for the tax year of 2007. Husband shall cause the tax returns to be prepared and timely filed for Husband LLC, Stipp Law and the joint return for Husband and Wife subject to the review and approval of Wife, which approval shall not be unreasonably withheld, conditioned or delayed. Husband shall provide Wife copies of these returns at least fourteen (14) days prior to any filing deadline (or extension thereof) to review and approve any such tax return. Husband and Wife shall be equally responsible for the costs and expenses of preparing and filing these tax returns as well as any tax obligations or liabilities for the tax year of 2007 or any prior tax year.

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(b) Husband and Wife shall file separate tax returns for the tax year of 2008. Husband shall claim all income actually earned by Husband for the tax year of 2008 on his tax return, and Wife shall claim all income actually earned by Wife for the tax year of 2008 on her tax return.

(c) Husband and Wife shall be entitled to and share equally all refunds, overpayments, tax loss carry forwards and benefits that exist with regard to previous tax returns filed for Husband and Wife, Husband LLC and Stipp Law.

(d) Husband shall be entitled to claim the Children as dependents on his tax return for the tax year of 2008. Husband shall be entitled to claim Mia as a dependent and Wife shall be entitled to claim Ethan as a dependent on their respective tax returns for all tax years thereafter.

(e) Husband shall be entitled to the interest expense deduction related to the Marital Residence Mortgage on his tax return for the tax year of 2008.

(f) Husband and Wife hereby elect to have the division of their marital estate treated as a non-taxable transfer between spouses.

(g) Husband and Wife agree and acknowledge that each of them has had an opportunity to discuss with independent tax advisors concerning the income and estate tax implications and consequences with respect to the agreed upon division of property and indebtedness as set forth in this Agreement.

III. MUTUAL RELEASE

3.1. **RELEASE BY WIFE.** Wife, individually and in her capacity as an officer of Stipp Law, hereby fully releases and discharges Husband and Husband LLC and their respective insurance carriers and sureties and their respective affiliates, successors and assigns and their respective officers, directors, managers, members, stockholders, employees, representatives, agents, attorneys and professional advisors (in their individual and representative capacities) of and from all manner of action or actions, cause or causes of action, suits, judgments, demands, rights, debts, agreements, promises, liabilities, losses, damages (whether general, special or punitive), attorneys' fees (whether incurred prior to or after the Effective Date), liens, indemnities, costs and expenses, of every nature, character, description and amount, without limitation or exception, whether known or unknown, suspected or unsuspected, whether based on theories of contract, breach of contract, breach of the covenant of good faith and fair dealing, tort, violation of statute or ordinance, or equitable theory of recovery, or any other theory of liability or declaration of rights whatsoever as of the Effective Date (collectively, "Wife Claims"). Wife acknowledges and agrees that Wife's Claims expressly include all rights and claims against Husband for temporary or permanent alimony and/or support.

3.2. **RELEASE BY HUSBAND.** Husband, individually and in his capacity as an officer of Husband LLC, Chaparral Contracting, Inc., a Nevada corporation, and Aquila Management, LLC, a Nevada limited liability company, for itself and as the manager of all limited liability companies related to or affiliated with William W. Plise, hereby fully releases and discharges Wife and her insurance carriers and sureties and their respective affiliates, successors and assigns and their respective officers, directors, managers, members, stockholders, employees, representatives, agents, attorneys and professional advisors (in their individual and representative capacities) of and from all manner of action or actions, cause or causes of action, suits, judgments, demands, rights, debts, agreements, promises, liabilities, losses, damages (whether general, special or punitive), attorneys' fees (whether incurred prior to or after the Effective Date), liens, indemnities, costs and expenses, of every nature, character,

description and amount, without limitation or exception, whether known or unknown, suspected or unsuspected, whether based on theories of contract, breach of contract, breach of the covenant of good faith and fair dealing, tort, violation of statute or ordinance, or equitable theory of recovery, or any other theory of liability or declaration of rights whatsoever as of the Effective Date (collectively, "Husband Claims" and, together with the Wife Claims, the "Claims").

3.3. COMPROMISE OF CLAIMS. The Parties, and each of them, acknowledge that they may hereafter discover facts different from, or in addition to, those facts that they now believe to be true with respect to any and all of the Claims released. Nevertheless, the Parties, and each of them, hereby agree that the releases set forth in Sections 3.1 and 3.2 above shall be and remain effective in all respects pursuant to the terms and conditions of this Agreement, notwithstanding the discovery of such different or additional facts. To that end, the Parties specifically and voluntarily waive any statutory or legal right, rule, decision or doctrine limiting the scope of the releases to include only Claims known or suspected by the Parties as of the date of the release, regardless of whether any unknown or unsuspected Claims would have materially affected the Parties' decision to enter into this Agreement. The Parties agree and acknowledge that this Agreement is intended to settle finally, conclusively and forever the rights of the Parties in all respects arising out of their marital relationship. Notwithstanding anything to the contrary contained herein, the Parties do not release one another from their respective duties, obligations and liabilities under this Agreement, or the agreements contemplated hereby. Each Party expressly reserves all of its rights and remedies with respect to the performance of this Agreement by the other Party.

IV. MISCELLANEOUS

4.1 ACKNOWLEDGEMENT. Each Party acknowledges that he or she has been given a reasonable period of time to study this Agreement before signing it and has had an opportunity to secure counsel of his or her own. Each Party certifies that he or she has fully read and completely understands the terms, nature, and effect of this Agreement. Each Party further acknowledges that he or she is executing this Agreement freely, knowingly, and voluntarily and that his or her execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, each Party does not rely on any inducements, promises, or representations by the other Party other than that which are stated in this Agreement.

4.2 FURTHER ASSURANCES. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the Parties. Should either Party fail to execute and/or deliver any of the documents contemplated hereby to transfer the property described in Section 2.1 above, this Agreement shall constitute a full and complete transfer of the property as herein provided.

4.3 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the Parties with respect to the subject matter contained herein. This Agreement shall be taken as the full and final marital settlement agreement between the Parties, and it is agreed that a copy of this Agreement shall be offered to the Court in the Action, and the Court shall be requested to ratify, confirm and approve the same, and this Agreement shall by reference be merged into and become a part of the Decree of Divorce to be entered by the Court as if fully set forth therein.

4.4 AMENDMENT OR WAIVER. This Agreement cannot be changed, modified or amended without the consent in writing of both of the Parties. No waiver by either Party at any time of any breach by the other Party of any condition or provision of this Agreement shall be deemed a waiver of a similar

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or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by the waiving Party.

4.5 NOTICES. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given only if personally delivered; deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; made by Federal Express or similar delivery service which keeps records of deliveries and attempted deliveries; or by email. Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner, and addressed as follows:

IF TO HUSBAND: Mitchell Stipp
5550 Painted Mirage Road, Suite 500
Las Vegas, Nevada 89149
Email: Mitchell@plise.com

IF TO WIFE: Christina Stipp
3136 Donnegal Bay Drive
Las Vegas, Nevada 89117
Email: ccestipp@hotmail.com

The address to which such notices and demands are to be given pursuant to this Section 4.3 may be changed at any time by a written notice given in the manner aforesaid, which notice of change of address shall not become effective, however, until the actual receipt thereof by the addressee.

4.6. SEVERABILITY. The provisions of this Agreement shall be severable and the invalidity, illegality or unenforceability of any provision of this Agreement shall not affect, impair or render unenforceable this Agreement or any other provision hereof, all of which shall remain in full force and effect. If any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable, but such provision may be made enforceable by a limitation or reduction of its scope, the Parties agree to abide by such limitation or reduction as may be necessary so that said provision shall be enforceable to the fullest extent permitted by law.

4.7. ATTORNEYS' FEES. If there is any legal action or proceeding, including any mediation or arbitration proceeding, to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any Party hereto, the unsuccessful Party to such action or proceeding, whether such action or proceeding is settled or prosecuted to final judgment, shall pay to the prevailing Party as finally determined, all costs and expenses, including reasonable attorneys' fees and costs, incurred by such prevailing Party in such action or proceeding, in enforcing such judgment, and in connection with any appeal from such judgment. Husband and Wife agree to pay his or her respective attorneys' fees and costs incurred in the preparation of this Agreement and in the representation of each in the Action.

4.8. SURVIVAL. The respective rights and obligations of the Parties shall survive any expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

4.9. GOVERNING LAW. This Agreement shall be governed by and construed under the substantive and procedural laws of the State of Nevada, disregarding any principles of conflicts of law that would otherwise provide for the application of the substantive law of another jurisdiction. The

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Parties submit to the exclusive jurisdiction of the state and federal courts located in Clark County, Nevada for the purposes of any and all legal proceedings arising out of or relating to this Agreement or the transactions contemplated thereby. Each Party hereby irrevocably waives any objection to venue and any claim that such a proceeding has been brought in an inconvenient forum, with respect to any such proceeding that is brought in the state and federal courts located in Clark County, Nevada.

4.10. HEADINGS. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

4.11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.12. BINDING EFFECT. Every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees, assigns, heirs and personal representatives.

4.13. NEUTRAL INTERPRETATION. The provisions contained herein shall not be construed in favor of or against any Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement, and any rules of construction to the contrary are hereby specifically waived.

4.14. EFFECTIVENESS. This Agreement shall take effect upon the Effective Date; provided, however, that the terms and conditions of this Agreement that require the approval of the Court in the Action shall be subject to such approval. Notwithstanding the foregoing, in the event that the Decree of Divorce is not entered by the Court in the Action, the Parties hereby agree that the provisions governing the disposition of community property, liability for community debt, and mutual release of claims as set forth in this Agreement shall remain in full force and effective as a post-nuptial agreement between the Parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Mitchell Stipp

Mitchell Stipp, individually and for purposes of Section 3.2, as an officer of Stipp Investments, LLC, Chaparral Contracting, Inc., a Nevada corporation, and Aquila Management, LLC, a Nevada limited liability company, for itself and as the manager of all limited liability companies related to or affiliated with William W. Plise.

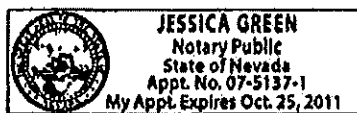
Christina Calderon Stipp

Christina Calderon Stipp, individually and for purposes of Section 3.1, as an officer of Stipp Law Group, Ltd.

ACKNOWLEDGEMENT

STATE OF NEVADA } ss.
COUNTY OF CLARK

This instrument was acknowledged before me on this 20th day of February 2008 by Mitchell Stipp.



J. Green
Notary Public in and for Said County and State

STATE OF NEVADA } ss.
COUNTY OF CLARK

This instrument was acknowledged before me on this 20th day of February 2008 by Christina Calderon Stipp.



J. Green
Notary Public in and for Said County and State

(12)

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will have the Children for Independence Day in all even-numbered years and Husband will have the Children for this holiday in all odd-numbered years.

- (g) **Labor Day Weekend:** Labor Day is celebrated on the first Monday in September. The weekend shall be defined as commencing at 6:00 p.m. on the Friday before the holiday and ending at 6:00 p.m. on the holiday. Husband will have the Children for the Labor Day Weekend in all even-numbered years and Wife will have the Children for this weekend in all odd-numbered years. Wife shall have the right to forego visitation of the Children on Labor Day Weekend upon three (3) days' prior written notice to Husband in which case normal visitation rules apply.
- (h) **Halloween Night:** Halloween Night will be defined as commencing at 3:00 p.m. on the holiday and ending at 8:30 p.m. on the holiday. Wife will have the Children for Halloween Night in all even-numbered years and Husband will have the Children for Halloween Night in all odd-numbered years.
- (i) **Veterans Day:** Veterans Day is generally observed on November 11th every year. For the purposes of this schedule, Veterans Day will be defined as commencing at 6:00 p.m. on the day immediately preceding the holiday and ending at 6:00 p.m. on the holiday. Husband will have the Children for Veterans Day in all even-numbered years and Wife will have the Children for Veterans Day in all odd-numbered years.
- (j) **Thanksgiving Weekend:** The Thanksgiving holiday will be divided into two periods, with Period One commencing at 4:00 p.m. on Thanksgiving Day and continuing to 6:00 p.m. on the Saturday immediately following Thanksgiving Day; and Period Two commencing at 6:00 p.m. on the Saturday immediately following Thanksgiving Day and ending at 6:00 p.m. on the Sunday immediately following Thanksgiving Day. Husband will have the Children during Period One and Wife will have the Children during Period Two in all years.
- (k) **Christmas Holiday:** The Christmas holiday shall be divided into two periods, with Period One commencing at 9:00 a.m. on December 24th and continuing to 9:00 a.m. on December 25th, and Period Two commencing at 9:00 a.m. December 25th and continuing to 6:00 p.m. on the same day. Wife will have the Children during Period One and Husband will have the Children during Period Two in all years.
- (l) **New Year's Day:** New Year's Day is observed on January 1st every year. For the purposes of this schedule, New Year's Day will be defined as commencing at 6:00 p.m. on the day immediately preceding the holiday and ending at 6:00 p.m. on the holiday. Husband will have the Children for New Year's Day in all even-numbered years and Wife will have the Children for New Year's Day in all odd-numbered years.
- (m) **Children's Birthdays:** Wife shall have the right upon three (3) days' prior written notice to Husband to have the Children on the Saturday immediately preceding a Child's birthday in which case Husband's normal visitation shall be from 9:00 a.m. to 6:00 p.m. on Sunday.
- (n) **Parents' Birthdays:** Each Party shall have the right upon three (3) days' prior written notice to the other Party to have the Children from 9:00 a.m. to 6:00 p.m. on their respective birthdays.

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3. **Vacation Visitation:** In the event one Party's right to exercise vacation visitation conflicts with the other Party's right to exercise normal visitation, vacation visitation shall take precedence over normal visitation. Each Party shall be permitted to have the Children for two (2) consecutive weeks for the purpose of taking a vacation. The Party wishing to exercise such vacation visitation must provide the other Party with at least fifteen (15) days' written notice of intent to do so.

4. **Other Visitation:** The Parties shall have other visitation at such times and days upon which the Parties shall agree.

(A-3)

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EXHIBIT B
[SEE ATTACHED]

(B-1)

ccs *ms*

ASSIGNMENT OF INTEREST IN LIMITED-LIABILITY COMPANY
1005 Hickory Park, LLC

Mitchell Stipp and Christina Stipp, as Trustees of the Stipp Family Trust dated October 13, 2004, hereby assign, transfer, and convey (collectively, the "Transfer") all of the rights, title, interest, and estate in and to one hundred percent (100%) ownership interest (the "Interests") in 1005 Hickory Park, LLC, a Nevada limited liability company (the "Company"), to Christina Calderon Stipp, as her sole and separate property. The Transfer of the Interests in the Company is to be effective as of February 20, 2008 (the "Effective Date").

Stipp Family Trust dated October 13, 2004

By: Mitchell Stipp
Name: Mitchell Stipp
Its: Trustee

By: Christina Calderon Stipp
Name: Christina Stipp
Its: Trustee

ACKNOWLEDGEMENT, WAIVER AND RESIGNATION

The undersigned hereby (a) acknowledges and consents to the Transfer of the Interests in the Company, (b) waives any marital rights or other property rights that the undersigned may have with respect to the ownership of the Interests in the Company, and (c) resigns as manager of the Company effective as of the Effective Date.

Mitchell Stipp
Mitchell Stipp

CCS *MS*

EXHIBIT C
[SEE ATTACHED]

(C-1)

ccs /ms

ASSIGNMENT OF STOCK
Stipp Law Group, Ltd.

Mitchell Stipp and Christina Stipp, as Trustees of the Stipp Family Trust dated October 13, 2004, hereby assign, transfer, and convey (collectively, the "Transfer") all of the rights, title, interest, and estate in and to one hundred percent (100%) ownership interest (the "Interests") in Stipp Law Group, Ltd., a Nevada professional corporation (the "Company"), to Christina Calderon Stipp, as her sole and separate property. The Transfer of the Interests in the Company is to be effective as of February 20, 2008 (the "Effective Date").

Stipp Family Trust dated October 13, 2004

By: Mitchell Stipp
Name: Mitchell Stipp
Its: Trustee

By: Christina Calderon Stipp
Name: Christina Stipp
Its: Trustee

ACKNOWLEDGEMENT, WAIVER AND RESIGNATION

The undersigned hereby (a) acknowledges and consents to the Transfer of the Interests in the Company, (b) waives any marital rights or other property rights that the undersigned may have with respect to the ownership of the Interests in the Company, and (c) resigns as an officer and/or director of the Company effective as of the Effective Date.

Mitchell Stipp
Mitchell Stipp

ccs MS

EXHIBIT D
[SEE ATTACHED]

(21)

ccs *MS*

ASSIGNMENT
Stipp Investments, LLC

THIS ASSIGNMENT (this "Assignment") is entered into as of this 20th day of February, 2008 (the "Effective Date") by and among Mitchell Stipp and Christina Stipp, as Trustees of the Stipp Family Trust dated October 13, 2004 ("Assignor"), Mitchell Stipp, an individual ("Assignee"), Christina Calderon Stipp, an individual ("Spouse of Assignee"), and Stipp Investments, LLC, a Nevada limited liability company (the "Company").

NOW THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys (collectively, the "Transfer") all of the rights, title, interest, and estate in and to one hundred percent (100%) ownership interest (the "Interests") in the Company to Assignee, as his sole and separate property, subject to the rights of Spouse of Assignee set forth in Section 2 below. The Transfer of the Interests in the Company is to be effective as of the Effective Date.

2. Rights of Spouse of Assignee. As of the Effective Date, Spouse of Assignee shall have as her sole and separate property the rights only to fifty percent (50%) of the distributions received by the Company from Aquila Investments, LLC, a Nevada limited liability company and its successors and assigns ("Aquila"); provided, however, that Spouse of Assignee shall not be entitled to receive and hereby waives and releases her rights to any portion of the first \$250,000.00 in distributions received from Aquila after the Effective Date (the "Spouse's Rights"). Spouse of Assignee shall be obligated to pay and be liable for all federal, state and local taxes arising out of the payment of any distributions to Spouse of Assignee as part of the Spouse's Rights. The Company shall pay to Spouse of Assignee within five (5) days of receipt any distributions required to be paid to Spouse of Assignee hereunder. The Spouse's Rights expressly exclude any and all other property or economic rights (allocations of profits, losses and other distributions) and the rights of a member of the Company under the Nevada Revised Statutes, as amended, or the organizational documents of the Company, including, without limitation, any voting, consent or approval rights. The term "distributions" as used in this Section 2 shall have the meaning assigned to it in Aquila's Amended and Restated Operating Agreement effective January 1, 2006 which is incorporated herein by this reference.

3. Acceptance and Consent. As of the Effective Date, the Company consents to the Transfer of the Interests in the Company to Assignee and Assignee hereby accepts the same subject to Spouse's Rights. Spouse of Assignee accepts the Spouse's Rights and waives any marital rights or other property rights that she may have with respect to the ownership of the Interests in the Company except with respect to the Spouse's Rights. Assignee waives any marital rights or other property rights that he may have with respect to the Spouse's Rights.

4. No Assignment. Except as permitted in writing by the Company and Assignee, Spouse of Assignee shall not transfer all or a part of the Spouse's Rights by any sale, exchange, assignment, bequeath, gift, pledge, hypothecation, encumbrance, transfer, or other alienation in any manner, whether voluntary, involuntary or by operation of law (including, without limitation, the laws of bankruptcy, insolvency, intestacy, descent, marital property division and distribution and succession) (each, a "Prohibited Transfer"). Upon the occurrence of a Prohibited Transfer, the Spouse's Rights shall expire, lapse and/or terminate.

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5. Further Assurances. The parties hereto each covenant that said party will, at any time and from time to time following a written request therefor, execute and deliver any additional or confirmatory instruments and take such further acts as the other parties may reasonably request to evidence fully the Transfer of the Interests in the Company and the Spouse's Rights.

6. Nevada Law. This Assignment shall be governed by and construed under the substantive and procedural laws of the State of Nevada, disregarding any principles of conflicts of law that would otherwise provide for the application of the substantive law of another jurisdiction.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment as of the Effective Date.

ASSIGNOR

Stipp Family Trust dated October 13, 2004

By: Mitchell Stipp
Name: Mitchell Stipp
Its: Trustee

By: Christina Calderon Stipp
Name: Christina Stipp
Its: Trustee

ASSIGNEE

Mitchell Stipp
Mitchell Stipp

SPOUSE OF ASSIGNEE

Christina Calderon Stipp
Christina Calderon Stipp

COMPANY

Stipp Investments, LLC, A Nevada limited liability company

By: Mitchell Stipp
Name: Mitchell Stipp
Its: Manager

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EXHIBIT E
[SEE ATTACHED]

(E-1)

CAS *[Signature]*

ASSIGNMENT OF INTEREST IN LIMITED-LIABILITY COMPANY
2055 Alcova Ridge, LLC

Mitchell Stipp and Christina Stipp, as Trustees of the Stipp Family Trust dated October 13, 2004, hereby assign, transfer, and convey (collectively, the "Transfer") all of the rights, title, interest, and estate in and to one hundred percent (100%) ownership interest (the "Interests") in 2055 Alcova Ridge, LLC, a Nevada limited liability company (the "Company"), to Mitchell Stipp, as his sole and separate property. The Transfer of the Interests in the Company is to be effective as of February 20, 2008 (the "Effective Date").

Stipp Family Trust dated October 13, 2004

By: Mitchell Stipp

Name: Mitchell Stipp

Its: Trustee

By: Christina Calderon Stipp

Name: Christina Stipp

Its: Trustee

ACKNOWLEDGEMENT AND WAIVER

The undersigned hereby (a) acknowledges and consents to the Transfer of the Interests in the Company, and (b) waives any marital rights or other property rights that the undersigned may have with respect to the ownership of the Interests in the Company.

Christina Calderon Stipp
Christina Calderon Stipp

ccs MS

EXHIBIT F
[SEE ATTACHED]

(F-1)

ccs *[signature]*

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made this 20th day of February 2008 by Mitchell Stipp and Christina Stipp, as individuals and Trustees of the Stipp Family Trust dated October 13, 2004, ("Seller"), to Mitchell Stipp, as his sole and separate property ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys and assigns to Buyer all of Seller's right, title and interest in and to all contents of the residence located at 2055 Alcovia Ridge, Las Vegas, Nevada 89135 (the "Residence"), including, without limitation, all furniture, furnishings, appliances, fixtures, and equipment located in or used in connection with the Residence but expressly excluding Christina Calderon Stipp's clothing, jewelry and personal items and the clothing and personal items of Mia and Ethan Stipp.

This Bill of Sale has been executed by Seller in favor of Buyer and shall be effective on the date first above set forth.

Stipp Family Trust dated October 13, 2004

By: Mitchell Stipp
Name: Mitchell Stipp
Its: Trustee

By: Christina Calderon Stipp
Name: Christina Stipp
Its: Trustee

Mitchell Stipp
Mitchell Stipp

Christina Calderon Stipp
Christina Stipp

ACKNOWLEDGEMENT AND WAIVER

The undersigned hereby (a) acknowledges and consents to this Bill of Sale, and (b) waives any marital rights or other property rights that the undersigned may have with respect to the items that are subject to this Bill of Sale.

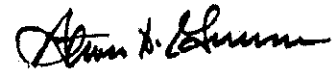
Christina Calderon Stipp
Christina Calderon Stipp

ccs MS

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



CLERK OF THE COURT

1 **SAO**
2 **WILICK LAW GROUP**
3 **MARSHAL S. WILICK, ESQ.**
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Plaintiff

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

CHRISTINA CALDERON,
Plaintiff,

vs.

MITCHELL STIPP,
Defendant.

CASE NO: D-08-389203-Z
DEPT. NO: M

DATE OF HEARING: N/A
TIME OF HEARING: N/A

STIPULATION AND ORDER
RESOLVING PHYSICAL CUSTODY, TIMESHARE, CHILD SUPPORT
AND PARENTING MATTERS

Plaintiff, Christina Calderon ("Christina"), by and through her attorneys, Marshal S. Willick of WILICK LAW GROUP, and Defendant, Mitchell Stipp ("Mitchell"), in Proper Person, do hereby stipulate and agree as follows:

IT IS HEREBY STIPULATED AND AGREED that neither party shall file any new motions, applications, or requests in the district court or district attorney's office over the matters set forth in this stipulated agreement, unless there is a valid safety concern for the child(ren), for at least one year following Notice of Entry of the Order incorporating this stipulated agreement.

WILICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

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

RECEIVED

JUL 02 2014

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JOINT PHYSICAL CUSTODY

IT IS FURTHER STIPULATED AND AGREED that the parties shall have Joint Physical Custody of their children; provided, however, that the parties now agree to modify their timeshare schedule so that each party will have the children one week on, one week off, during the calendar year (i.e., 7/7 split), with the objective of each party having 50% of the physical timeshare. The parties agree that this schedule is in the best interests of the children and it is their intention to be joint physical custodians consistent with the definition set forth in *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009). The parties shall have the timeshare with the children only as set forth in this stipulated agreement or except as otherwise agreed in the future by the parties in writing.

1. During the normal custodial schedule (i.e., 7/7 split), the parties agree that they shall exchange the children every Friday, pursuant to the following terms: (a) If the children are in school on Friday, the receiving party shall be responsible for picking up the children from school, when the school day ends; or (b) If the children are not in school on Friday, Mitchell shall be responsible for facilitating exchanges at 6:00 p.m. from Christina's home or by advance written agreement, the pick-up or drop-off may be from the children's activities or other reasonable location.
2. During the holiday custodial schedule, the parties agree that Mitchell shall be responsible for facilitating exchanges from Christina's home or by advance written agreement, the pick-up or drop-off may be from the children's activities or other reasonable location,

1 unless the children are in school. If the children are in school on a day that a holiday
2 begins or ends, the party whose holiday timeshare begins on a school day shall be
3 responsible for picking up the children from school, when the school day ends, and the
4 party whose holiday timeshare ends on a school day shall be responsible for dropping off
5 the children at school when school begins.
6

7 **B. Summer Schedule for 2014.**

8 **IT IS FURTHER STIPULATED AND AGREED** that Mitchell shall have the children
9 from Wednesday, June 4, 2014, when the school day ends, until Friday, June 6, 2014, at 6:00
10 p.m. Christina will have the children Friday, June 6, 2014, at 6:00 p.m., until Friday, June 13,
11 2014, at 6:00 p.m. The normal custodial schedule will continue to alternate weekly, pursuant to
12 the terms of this stipulated agreement, from those dates forward. At the end of Summer 2014,
13 the parties will discuss switching their custodial weeks. If an agreement is made to do so, both
14 parties shall do it in writing.
15

16 **C. Holiday Schedule.**

17 **IT IS FURTHER STIPULATED AND AGREED** that Spring Break shall be alternated
18 between the parties each year. Spring Break shall be defined as commencing when the school
19 day ends for the holiday and concluding the Friday prior to the children returning to school at
20 6:00 p.m. Christina shall have the children in all odd-numbered years, and Mitchell shall have
21 the children in all even-numbered years. The normal custodial schedule will continue once the
22 holiday has concluded with no interruption or alteration.
23

24 **IT IS FURTHER STIPULATED AND AGREED** that Easter shall be defined as
25 commencing the Friday before Easter, at 6:00 p.m., and concluding the Monday immediately
26 following Easter, at 9:00 a.m., when the children resume school. Christina shall have the
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1 children in all even-numbered years, and Mitchell shall have the children in all odd-numbered
2 years. The normal custodial schedule will continue once the holiday has concluded with no
3 interruption or alteration.
4

5 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall alternate the
6 Independence Day holiday with the children each year. The Independence Day holiday shall be
7 defined as commencing July 3rd at 6:00 p.m., and concluding July 5, at 10:00 a.m. Christina shall
8 have the children in all even-numbered years, and Mitchell shall have the children in all
9 odd-numbered years. The normal custodial schedule will continue once the holiday has
10 concluded with no interruption or alteration.
11

12 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall alternate the
13 Halloween holiday each year. Halloween shall be defined as commencing at 3:00 p.m., on the
14 holiday, and concluding at 10:00 a.m., the day after the holiday. Christina shall have the children
15 for Halloween in all even-numbered years, and Mitchell shall have the children for Halloween in
16 all odd-numbered years. The normal custodial schedule will continue once the holiday has
17 concluded with no interruption or alteration.
18

19 **IT IS FURTHER STIPULATED AND AGREED** that the children's Thanksgiving
20 Break shall be alternated between the parties each year. Thanksgiving Break shall be defined as
21 commencing the day before Thanksgiving Day, at 3:00 p.m., and concluding the Monday
22 following Thanksgiving Day, at 9:00 a.m. Christina shall have the children in all even-numbered
23 years, and Mitchell shall have the children in all odd-numbered years. The normal custodial
24 schedule will continue once the holiday has concluded with no interruption or alteration.
25

26 **IT IS FURTHER STIPULATED AND AGREED** that children's Winter Break shall be
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1 divided as follows: (1) In even-numbered years, Mitchell shall have the children commencing
2 the day the children are released from school, at 3:00 p.m., until Christmas Day, at 10:00 a.m.;
3 Christina shall have the children from Christmas Day, at 10:00 a.m., until January 1, at 10:00
4 a.m.; and Mitchell shall then have the children commencing January 1, at 10:00 a.m., until the
5 first day school resumes; and (2) In odd-numbered years, Christina shall have the children
6 commencing the day the children are released from school, at 3:00 p.m., until Christmas Day, at
7 10:00 a.m.; Mitchell shall have the children from Christmas Day, at 10:00 a.m., until January 1,
8 at 10:00 a.m.; and Christina shall then have the children commencing January 1, at 10:00 a.m.,
9 until the first day school resumes. The normal custodial schedule will continue once the holiday
10 has concluded with no interruption or alteration.

11
12 **IT IS FURTHER STIPULATED AND AGREED** that Christina shall have the children
13 on Mother's Day, and Mitchell shall have the children on Father's Day every year. Mother's Day
14 and Father's Day are defined as beginning at 10:00 a.m., on the holiday, and concluding at 6:00
15 p.m. that evening. The normal custodial schedule will continue once the holiday has concluded
16 with no interruption or alteration.

17
18 **IT IS FURTHER STIPULATED AND AGREED** that all three-day holidays (i.e.,
19 MLK, President's Day, Memorial Day, Labor Day, and Veterans Day), Christina's right to have
20 the children on the Saturday prior to the children's respective birthdays and Christina's right to
21 have the children the first weekend of the month (as set out in prior orders), shall be eliminated;
22 the regular custodial schedule set by this agreement remains in effect at all such times.

23
24 **D. Primary Responsibility for Care During School and School Counseling.**

25 **IT IS FURTHER STIPULATED AND AGREED** that when the children are in school,
26 the party whose custodial time it is will have primary responsibility for responding to any
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1 medical or other needs the children may have (with the other party listed as an emergency contact
2 and used as secondary support). Each party may use a responsible third party to assist with
3 transportation of the children to and from school, addressing normal illnesses of the children
4 during school, and scheduling any non-emergency appointments. Nothing contained in this
5 paragraph alters, modifies, or changes the obligation of the parties as joint legal custodians to
6 agree on all substantial questions related to healthcare and education of the children.

7
8 **IT IS FURTHER STIPULATED AND AGREED** that the children shall be permitted
9 to meet with a school counselor if determined by the principal of the school to be in the best
10 interests of the children solely to address behavioral matters, and each party shall sign whatever
11 necessary consent forms are required for them to do so. Both parties agree that any documents or
12 records produced by any school counselor shall be kept strictly confidential between the parties
13 and shall not be disclosed to any third-parties (including, without limitation, the family division
14 of the district court) under any circumstances, except as otherwise required by NRS 432.B220.

15
16 **E. No Right of First Refusal**

17 **IT IS FURTHER STIPULATED AND AGREED** that no party shall have the right of
18 first refusal to care for the children during the other party's custodial time, and any such right
19 previously set forth in any prior court order and/or agreement of the parties shall be eliminated.
20 However, should either party wish to leave the children in the other party's care during their
21 timeshare, they may do so if the other party agrees. If the children are left in the care of a party
22 during their non-custodial time period, it shall be for children's benefit and not for any other
23 purpose. It shall not constitute "custodial time" for custody evaluation, modification, or
24 child-support modification purposes, as the party whose timeshare occurs during the time period
25 in question will still be considered the custodian for both custody and support purposes.

1 **F. No Required Telephonic Communication on Exchange Days; No Recording**
2 **of Telephone calls.**

3 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall continue to
4 facilitate daily telephone calls between the children and the non-custodial party in accordance
5 with any prior court order and/or agreement of the parties, except on days in which the parties
6 exchange the children (i.e., no calls are required on exchange days, but the children are free to
7 call either party when in the care of the other party if they desire to do so). Under no
8 circumstances shall either party record telephone calls with the other party or children.
9

10 **G. Extracurricular Activities and Camps.**

11 **IT IS FURTHER STIPULATED AND AGREED** that the parties will work together
12 reasonably and in good faith and plan an extracurricular schedule for the children during each
13 school year and activities for the summer time (if the children are not in school). Both parties
14 agree that they may choose to enroll the children in various activities and camps without the
15 agreement of the other party; however, the parties, in writing, shall mutually agree upon all
16 activities and camps if the children's attendance occurs to any degree during the other parties'
17 custodial time. The party who enrolls the children, shall pay the costs and expenses associated
18 with each activity and camp. If the parties mutually agree to have the children attend activities or
19 camps during their non-custodial time, each party shall be responsible for taking the children to
20 the activity or camp on their custodial days, regardless of which party initially enrolled the
21 children.

22 The parties agree that the children shall attend the St. Joseph Husband of Mary religious
23 education class on Wednesdays, from 4:15 p.m. to 5:15 p.m., during the 2014 – 2015 school
24 year, if there are no conflicts with activities in which Mitchell has enrolled the children. The
25 party who has custody of the children shall be responsible for transporting them and ensuring that
26 the children attend the class.
27
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1
2 **H. Residence of the Parties.**

3 **IT IS FURTHER STIPULATED AND AGREED** that both parties shall continue to
4 reside in the Las Vegas, Nevada area. However, if either party decides to move outside of this
5 area, that party agrees that he/she shall not seek to relocate with the children.

6 Both parties shall keep confidential the addresses or location information regarding their
7 respective residences except if written consent is provided by the other party to disclose such
8 address or location information or the party is compelled to provide such information by any
9 government agency.

10
11 **I. Private School.**

12 **IT IS FURTHER STIPULATED AND AGREED** that the children may attend private
13 school, if mutually agreed between the parties in writing, beginning when each child attends
14 middle school. If either child attends private school, the parties shall equally share the costs and
15 expenses of tuition, uniforms, and other related mandatory expenses. The parties shall select the
16 private school(s) jointly. If the parties are unable to agree on the private school where either
17 child should attend, then the child shall attend the public school in the zone where Christina's
18 residence is located.

19
20 **J. Travel and Vacation.**

21 **IT IS FURTHER STIPULATED AND AGREED** that travel itineraries (including
22 dates, times, destination, and flight or other travel information) shall be provided by the party
23 traveling with the children 14 days prior to travel, except when emergencies prevent such notice
24 (and then, such notice will be provided as soon as practicable). Travel for the purposes of
25 attending unscheduled medical appointments or medical emergencies for the benefit of
26 Mitchell's son, Mitchell, Jr., shall constitute an emergency for the purposes of this section.

1 **IT IS FURTHER STIPULATED AND AGREED** that each party currently has two
2 weeks for vacation each calendar year. The parties may take their vacation time consecutively or
3 in two, one-week increments, during the calendar year. The party taking vacation shall provide
4 the other party at least 14 days written notice (including dates, times, destination, and flight or
5 other travel information) prior to exercising vacation time with the children. Any vacation time
6 not used during a calendar year shall expire at the end of each calendar year, and no party shall
7 have the right to exercise vacation time with the children for any period other than in the year in
8 which the party provides the notice of vacation. The parties shall not exercise vacation time,
9 which will occur during any holiday timeshare of the other party.

10
11 **K. Treatment of Vacation and Holidays.**

12 **IT IS FURTHER STIPULATED AND AGREED** that vacations and holidays will
13 supersede, but not break or alter the time-share. In other words, when those special times are
14 complete, the custodial schedule will resume as if no vacation or holiday had occurred, except as
15 specifically detailed herein.

16
17 **L. Mutual Behavior Order.**

18 **IT IS FURTHER STIPULATED AND AGREED** that both parties shall adopt the
19 court's standard Mutual Behavioral Order as followed:

- 20 1. There shall be no abusive telephone calls, text messages, e-mails, letters, or other
21 forms of communications between the parties or to either party's children.
22 2. There shall be no name calling by either party which is directed at the other party.
23 Similarly, there shall be no name calling which is directed at the other party's
24 family, relatives, friends, or significant others (if any).
25 3. Neither party shall use any foul language in communicating with the other party;
26 nor shall any foul language be used in communicating with the other party's
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- 1 family, relatives, friends, or significant others (if any).
- 2 4. Each party shall avoid conflicts/contacts with the party's significant other (which
- 3 includes any future "significant other" of either party).
- 4 5. Neither party shall use the children as a weapon against the other parent.
- 5 6. There shall be no harassment by either party at any place of employment or at any
- 6 other location.
- 7 7. Neither party shall send letters, copies of letters, e-mails, or text messages to, or
- 8 make telephone calls to, or otherwise communicate with anyone associated with
- 9 the other party in a manner which might tend to embarrass, humiliate, or denigrate
- 10 the other party; nor shall either party divulge or disseminate any writings,
- 11 documents, photographs, video tapes, etc., of a personal nature pertaining to the
- 12 other party, or which might tend to embarrass, humiliate, or denigrate the other
- 13 party.
- 14 8. Each party shall maintain respect towards the other party, as well as towards the
- 15 other party's family, relatives, friends, and significant others (if any).
- 16 9. Neither party shall disparage, criticize, or harass the other party in any way
- 17 whatsoever, and each party shall advise all his or her family, relatives, friends, and
- 18 significant others (if any) to not disparage, criticize, or harass the other party.
- 19 10. The focus of the parties shall be on the best interest of the children.
- 20 11. Child custody exchanges shall be done in a civil, law abiding manner and
- 21 reasonably close to the times specified by the Court or any agreement of the
- 22 parties.
- 23 12. The parties shall continue to use the "honk and seatbelt" rule which specifically
- 24 states that the party facilitating the custodial exchanges shall provide the
- 25 transportation for the exchanges, using the "honk and seatbelt" rule, i.e. the party
- 26 does not leave his or her vehicle, but stops the car, taps the horn once, and the
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1 children will go from house to car, or car to house. Notwithstanding the
2 foregoing, the party facilitating the custodial exchange may exit his or her vehicle
3 to open a car door, trunk, or otherwise to assist the children with their personal
4 belongings.

5 13. Neither party shall interrogate the children as to the activities or events at the
6 other parent's residence, etc. and shall try to respect the children's privacy and
7 relationship with the other parent.

8 14. In the event of an emergency, or unforeseen circumstance, that could effect an
9 exchange of the children, or the time of the exchange, a party shall call or contact
10 the other party as soon as is reasonably possible.

11 15. There shall be no threats of any kind, including threats of violence or harm, made
12 to the other party, either party's children, or to any family member, relative,
13 friend, and/or significant other (if any) of the other party. Each party shall also
14 advise his or her family, relatives, friends, and significant others (if any) to not
15 make any such threats, including threats of violence or harm to the other party, or
16 to any family member, relative, friend and/or significant other (if any) of the other
17 party.

18
19 **M. Duty to Inform Regarding Matters Affecting Parties.**

20 **IT IS FURTHER STIPULATED AND AGREED** that both parties have the affirmative
21 duty to inform the other of any significant changes in their status or availability or qualification
22 properly to care for the children, including new or different employment or work requirements,
23 commitments to care for other family members, requirement to travel more than occasionally
24 during scheduled custodial time, etc. Except in emergency situations, should the other parent
25 believe that such changed circumstances suggest a further change in custodial scheduling is
26 required, direct negotiation shall be attempted, and then mediation, before resorting to litigation.
27

N. Child Support, Medical Insurance, and Counseling.

IT IS FURTHER STIPULATED AND AGREED that Defendant's *Motion* and Plaintiff's *Opposition and Countermotion*, scheduled for hearing on June 18, 2014, at 3:30 p.m., (or any continuation of that hearing) shall be dismissed and the hearing shall be vacated.

IT IS FURTHER STIPULATED AND AGREED that Mitchell's child support obligation shall terminate effective the last day of April, 2014. From that point, neither party shall be required to pay further child support to the other party until and unless a court of competent jurisdiction orders otherwise. The parties agree to revisit the issue of child support one year from entry of this *Order*, to exchange relevant financial information at that time, and to attempt to agree to child support going forward from that point in accordance with the applicable case law, statutory guidelines, and then-current support tables, without resorting to litigation or seeking the assistance of the district attorney's office. Both parties agree that no child support amounts are owed to Christina.

IT IS FURTHER STIPULATED AND AGREED that each party shall contact the district attorney's office and close whatever cases may be open and/or are in process of being opened regarding child support. The parties agree that they shall provide a copy of the *Order* containing this stipulated agreement to the district attorney's office to terminate its services regarding the collection of ongoing child support.

IT IS FURTHER STIPULATED AND AGREED that both parties are each paying 50% of the children's medical insurance premiums billed to Christina from UnitedHealthcare. The children also have medical insurance through Christina's employer-provided coverage, Clark County. Christina agrees to terminate the policies covering the children from UnitedHealthcare and maintain the insurance she receives through her employment with each party paying 50% of

1 the costs associated for the children to be covered. Christina agrees to provide Mitchell copies of
2 insurance cards, plan benefits, and proof of the cost of the medical coverage for the children
3 within 10 days of this *Stipulation* being entered. Christina also agrees to provide Mitchell with
4 revised copies of the above if anything changes with the insurance cards, benefits, or costs
5 associated with the children's medical coverage.

6 Mitchell agrees directly to reimburse half of only the children's medical premiums for
7 that plan to Christina by the 1st day of each month. If either party identifies better coverage for
8 the children at a lower cost or if Christina's employment ends (thus terminating coverage for the
9 children), another policy shall be purchased to cover the children, and each party shall pay 50%
10 of the children's medical insurance premiums billed by the insurance carrier to the party who
11 purchased the policy. The parties shall agree to any new policy in writing, but at no time shall
12 the children be uninsured. Should the parties be unable to agree on a new policy in writing, the
13 least costly insurance available shall be used as a default.

14
15 **IT IS FURTHER STIPULATED AND AGREED** either party shall have the right to
16 seek family counseling with a licensed qualified mental healthcare professional, without
17 obtaining the consent of the other party, effective January 1, 2015. This "wait" period of time
18 should allow the children to adjust to the new timeshare schedule as set forth in this *Stipulation*,
19 which provides a period during which no litigation is threatened or pending in this case. If
20 counseling does occur, the party seeking family counseling shall notify the other party in writing,
21 pay all costs and expenses associated with the counseling, permit the other to participate (if
22 desired), and consent in advance to the release of any records maintained by the licensed
23 qualified mental healthcare professional if any records are requested by the other party. Written
24 notice to the other party shall include the name, contact information, qualifications of the
25 licensed mental healthcare professional, the time, date, and location of all appointments.

26 Agreement of either party for family counseling as set forth in this *Stipulation* shall not
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1 constitute consent by the parties or an order of court as required by EDCR 5.12. Both parties
2 agree that any evaluation or treatment performed or provided by a licensed qualified mental
3 healthcare professional in connection with family counseling shall be kept strictly confidential
4 between the parties and shall not be disclosed to any third-parties (including, without limitation,
5 the Court or district attorney's office) under any circumstances, except as otherwise required by
6 NRS 432B.220. No party shall request that the licensed qualified mental healthcare professional
7 or his/her staff write any letters, provide any treatment notes, or otherwise testify (including
8 providing any affidavit) in any matter involving a change to custody, timeshare, or any other
9 matter in this case before the Court or district attorney's office. Any evaluation or treatment of
10 the children outside of the scope of family counseling, including medical treatment, shall still
11 require the consent of both parties, which consent may be withheld in the discretion of a party if
12 he/she determines it is not in the best interest of the children.

13 However, such professionals should not include Ann Nichols, Dr. Melissa Kalodner, Dr.
14 Joel Mishalow, Dr. John Paglini, Dr. Gary Lenkeit, Dr. Louis Etcoff, Dr. Jo Velasquez, Dr. Julie
15 Beasley, Dr. Mark Chambers, Amy Guevara, Tonya Stegen-Hanson or any of their co-workers,
16 associates or therapists referred by them. Basically, if either party wishes to have the children
17 participate in family therapy, the licensed qualified mental healthcare professional should be a
18 neutral third party who has no prior involvement in the case, or affiliation with the parties or their
19 family members or friends.

20
21 **O. Miscellaneous Provisions.**

- 22 1. **ATTORNEY'S FEES:** Each party hereby waives, releases and forever discharges the
23 other party for any attorney's fees and costs previously incurred by the other party in the
24 district court in this case or in the Nevada Supreme Court on appeal of any matter in this
25 case. Each party will bear his/her own attorney's fees and costs associated with the
26 negotiation and preparation of this stipulated agreement. Should either party be required
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to enforce the terms of this stipulated agreement, the prevailing party in that action shall be entitled to an award of attorney's fees and costs from the non-prevailing party.

2. **NO PARTY DEEMED DRAFTER:** The parties acknowledge that the terms of the stipulated agreement have been reached after negotiation, and with the joint participation of the parties and their counsel. Consequently, neither party shall be deemed the drafter, nor the party that has chosen any of the language of this stipulated agreement for the purpose of any presumption under law.

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1 3. **INCONSISTENCIES:** The parties agree to be bound by all of the terms and conditions
2 of all prior orders of the court except as modified by this stipulated agreement. Except as
3 set forth in this stipulated agreement, all terms and conditions of the prior orders of the
4 court remain in full force and effect. In the event of a conflict between any of the terms
5 and conditions of any prior orders of the court and this stipulated agreement, the terms
6 and conditions of this stipulated agreement shall control.

7
8 DATED this 26th day of June, 2014.

DATED this 18th day of June, 2014.

9
10 Christina Calderon
11 CHRISTINA CALDERON

Mitchell D. Stipp
MITCHELL D. STIPP

12
13
14 **ORDER**

15 **IT IS SO ORDERED** that the parties have stipulated to the agreement above and that the
16 terms of this Stipulation are hereby rendered as an Order of this Court.

17 DATED this 2nd day of July, 2014.

18
19 William S. Potter
20 DISTRICT COURT JUDGE
21 WILLIAM S. POTTER

22 Respectfully Submitted:
23 WILLYCK LAW GROUP

24 Marshal S. Willick
25 MARSHAL S. WILLYCK, ESQ.
26 Nevada Bar No. 002515
27 3591 E. Bonanza Road, Suite 200
28 Las Vegas, NV 89110-2101
Attorneys for Plaintiff

P:\wp16\STIPP, C\W\readings\00057463.WP16\11W

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

[Print](#) | [Close Window](#)

Subject: Fwd: Court Order
From: Christina <ccstipp@gmail.com>
Date: Mon, Aug 26, 2019 2:27 am
To: VIP@fujillawlv.com, val@fujillawlv.com, theresa@fujillawlv.com

Sent from my iPhone

Begin forwarded message:

From: Christina <ccstipp@gmail.com>
Date: August 23, 2019 at 9:32:07 AM PDT
To: mstlpplv@gmail.com
Subject: Re: Court Order

Mitch,

Although I appreciate your concern, you don't live my life day to day and although you can try to say that you're doing this in the children's best interest, I'm a deputy district attorney working to protect children on a daily basis. As such, I beg to differ.

We have a court order. I intend to follow the order as written. You must also follow the order as well. If you wish to change it, hire a lawyer.

I'm picking up the children pursuant to the court order. That is the letter of the law. My children mean everything to me. I'll be there.

Thanks,
Christina

On Aug 22, 2019, at 10:40 PM, Mitchell Stipp <mstlpplv@gmail.com> wrote:

I tried to call you and received no response.

You are putting me in a very difficult situation. Electing not to speak with me substantially limits options.

The kids are concerned about your behavior. They don't want you to show up at their school. I'm not sure how this helps. You are not putting the interest of the kids above your own regardless if you agree with me. What do you accomplish by this approach? The kids are terrified that you will physically remove them from school or otherwise cause a scene. This causes them a lot of anxiety. This is exactly the type of parenting decision I'm talking about. If you don't get your way, you threaten to harm the children's relationships to secure obedience.

I'm not trying to take the kids away from you. I have been more than patient with what you call mistakes. No one is perfect. However, I'm not sure why you can't see what you are doing is wrong.

Think about how your family therapist, Nick Ponzo, reacted to your choices previously. I'm certain he would not agree with them now. The window is closing here. If you want our help, you need to take our advice. I can't image this choice will work out well for you and your relationship with the kids.

Let me know by 9am tomorrow how you want to proceed.

On Thu, Aug 22, 2019 at 9:31 PM Mitchell Stipp <mstlpplv@gmail.com> wrote:

This approach is not accordance with our agreement to exchange the children at 6pm. I have tried to reach out to you today, but you refuse to speak by phone. I do not intend to violate any court order. However, given the issues with your parenting, I have concerns about the children returning to your care. What would you do under the same circumstances?

Please do not try to pick up the kids from their school. I do not want to involve the school in our personal, family matters. I'm not preventing you from visiting the kids. I am supporting the children with their decision. It is my responsibility to protect their best interests. If I need to file a motion in the morning, I will do so.

On Thu, Aug 22, 2019 at 8:40 PM Christina <ccstipp@gmail.com> wrote:
Hi Mitch,

I intend to abide by the express terms of our custody order. I will pick up our kids at the time and place specified in our court order, which is at their school tomorrow, when their school day ends. You can drop off their non-school belongings in my courtyard tomorrow or they can bring it to school with them.

If you intend to violate our custody order as you state below, I have no choice but to enforce it. You cannot knowingly violate a court order. You need to support visitation, not thwart it.

I have always supported Mia to get involved in counseling. I think it's something she needs. I will send you three names from my insurance provider list, and you can choose one or vice versa.

With regard to cell phones, do not allow cell phones to come with our kids from your home during my custodial time. You will be able to contact them at 702-610-0032.

Thank you,
Christina

Sent from my iPhone

On Aug 22, 2019, at 3:23 PM, Mitchell Stipp <mstippv@gmail.com> wrote:

I have not received a response. We should have a call if you are available today.

I noticed transaction activity on the docket in our case. It appears you purchased a copy. I'm glad it's not a new filing. You may be thinking about filing something. Rather than ignore my emails and surprise me, let's discuss.

Mia is adamant about not returning to your care. I have not discussed the situation with either child. However, I'm certain Ethan will make the same decision.

I look forward to hearing from you.

On Thu, Aug 22, 2019 at 9:01 AM Mitchell Stipp <mstippv@gmail.com> wrote:
Please advise if you are available today to speak with me. If not, let's try for tomorrow.

On Wed, Aug 21, 2019 at 7:50 PM Mitchell Stipp <mstippv@gmail.com> wrote:

What is the issue with a call? Meeting in person is too challenging given our schedules and responsibilities with the kids. Both kids have concerns about returning to your care. I am not sure it makes sense if there is any chance of physical contact between you and Mia. This is the case even if you assume Mia is the aggressor. To be clear, I do not condone physical contact by anyone. Mia indicated you were physical with her (hitting, kicking and otherwise wrestling). She also asserts you were taunting her to provoke physical contact. Enough is enough.

If you want to meet in person, I think we should do so through FMC. That should provide the best environment to speak freely about issues. We can also stipulate for FMC to interview Mia (and Ethan if necessary). I think we have reached a point where you are not capable of caring for the children in a way that meets their best interests. The kids are old enough to decide where they want to live. I'm not interested in changing custody or want child support. I just want the kids to be happy and they are not with you. You work during the week and have very little time with them during that time. Why not forego this time to reduce conflict? You can focus on getting the help you need and spending quality time with the kids.

Personally, I think you will be happier without the responsibility of caring for the kids during the week. You will never have success now that the kids are older and you have failed to treat them respectfully. I have provided you multiple chances to change your approach and refine your parenting skills. You are still punishing the kids the same way—emotional abuse. They resent you for it. You have not been able to repair your relationships with them. Why would it change now?

Let me know if you are willing to speak (rather than meet). For now, I intend to keep the kids in my care until we negotiate alternative arrangements or the court orders otherwise.

Thought?

On Tue, Aug 20, 2019 at 7:19 PM Christina <ccstipp@gmail.com> wrote:

I don't think a phone call is conducive to resolving our dispute. I can meet earlier on Thursday if that works for you. Can you meet at 4:30?

On Aug 20, 2019, at 7:06 PM, Mitchell Stipp <mstippv@gmail.com> wrote:

I will check my schedule and get back to you. Given your availability, it may be best for a call.

I could not have helped you that night. I was already sleeping. Regardless, it was an issue that could have been resolved the next day. It was not necessary to escalate the dispute or call Joey's mom.

I'm not threatening litigation. I strongly believe the kids would be happier and do better with me. I'm happy to provide opportunities for you to spend time with them.

I will get back to you soon.

On Tue, Aug 20, 2019 at 7:01 PM Christina <ccstipp@gmail.com> wrote:
I can meet tomorrow or Thursday after work, 6pm or later.

Please review my recent email with photos of the injuries since you appear to doubt the facts of what transpired. You did not have to come to my home that night, you could have simply called your cell phone provider and suspended service. We previously discussed that option. You have done it in the past when I used to keep the Kids' phones in my room. Mia would tell Amy to cut the service and you would comply. I ask you to cut service so our teenager can get off the phone and you refuse and instead threaten custody litigation.

Let's discuss the issues further in person. I do not want to litigate either. However, your demand for full custody of both children in light of your unfortunate refusal to coparent is what is bizarre and unreasonable.

On Aug 20, 2019, at 6:27 PM, Mitchell Stipp <mstippiv@gmail.com> wrote:

I'm not interested in any litigation. However, you have not changed your parenting techniques and the resentment continues.

I agreed to support your decision to take away the phone of either children. I did not agree to come get a phone in the middle of the night. As I understand it, you and Mia had a disagreement over the time she should get off the phone. This resulted in you threatening to call Joey and Joey's mom. According to Mia, you laughed at her when she objected and threatened her until it became physical. You also called and texted Joey's mom. It is bizarre behavior for a parent to threaten a child with harm to third-party relationships and to reach out to these third-parties in the middle of the night to help you get Mia off the phone.

We are happy to meet this week. Given your parenting, I'm not sure the kids should return to your care. Neither kid should be subject to bullying. Laughing, threatening, or otherwise provoking physical contact is not appropriate. While I do not condone Mia putting her hands on you (assuming that is true), I do not agree with provocation by you or you putting your hands on her. Ethan should not be subject to this environment either.

Let me know when you want to meet.

On Thu, Aug 15, 2019 at 7:13 PM Christina <ccstipp@gmail.com> wrote:
Mitch,

When we met earlier this year in May at Starbucks for several hours to discuss our kids, you stated that a parent should have the right to take away a child's phone. You said that you did not condone Mia becoming physically violent toward me or to property. You said that going forward, you would support me in taking away the kids' cell phones if they were misbehaving.

You and Amy stated that you take away their cell phones when they misbehave when they are with you. I believe you mentioned that you just did so recently when Mia had a meltdown in your home about getting bloodwork. Amy even added during our conversation in May that I would only need to take away their phones one time, for 24 hours, and they would get the picture. We all agreed to work together on this and various other coparenting issues.

The very next day, we met all together, in person, with Mia and Ethan, and you reiterated your support for my ability to take the kids' phones away. Specifically, you told Mia and Ethan that if I asked for their phones and they did not give it to me, you would come and get the phones and they would not get them back for a long time.

On Tuesday, Mia was up late on her phone and was being loud. She was keeping Ethan awake. It was past 10:30 pm on a school night. I asked her to get off the phone because it was time for bed. She was rude and disrespectful in response. I asked for her phone. She refused.

I reached out to you and Amy for assistance. You had the option to cut service to the phone or take it away. You did not respond. The next day, I asked you to retrieve Mia's phone from her at school. You said you would handle the matter.

Ultimately, you decided not to take away Mia's phone or cut service. You decided to leave the phone with Mia while she is in my care and told me to take the rest of the week to "cool off."

Instead of honoring your promise to coparent and present a "united front" to the kids, you did the opposite. Below, you now say you would rather reinstate custody litigation. We all agreed how destructive and unappealing that was the first time around.

Let me ask you to consider this. Why not simply try what you promised before and see if it works? We all agreed that we wanted to raise good kids that would be respectful to all adults.

This was the first time since our meeting three months ago that I asked for your assistance with their cell phone access. I think you should honor your promise to coparent and support our children growing up to be kind and respectful adults.

Divorced parents can and should have agreements on usage and access to electronic devices when their kids are in each other's homes. I thought we had reached such an agreement. Let's give that agreement a chance to actually work first before you jump to trying to change custody. Think of the message you are sending the kids by not honoring the promise you made to them to be supportive of their mom and to be united with her in raising them. Let's move forward in the coparenting direction, not backward into litigation.

Thank you,
Christina

On Aug 14, 2019, at 4:36 PM, Mitchell Stipp <mstippv@gmail.com> wrote:

See below. Not sure it was delivered.

On Wed, Aug 14, 2019 at 4:34 PM Mitchell Stipp
<mstippv@gmail.com> wrote:

I'm not taking anyone's side. I got your version via texts and emails. I have not spoken to Mia other than reviewed messages.

I don't think you should be angry with me. Whether you realize this or not, Mia is being harmed. I do not agree that she should ever put her hands on you. I don't think you should do the same. The question you have to ask is why has it come to this?

For some reason, you are fixated on punishment. Specifically, Mia's phone seems to be the primary basis of your parenting strategy. I think you do not understand the harm you have previously caused Mia, which has caused Mia now to lash out when you threaten to call her school, contact her friends, and now Joey. I fear under your care it will only be worse.

See attached message. Mia has very strong feelings about you. Ethan has similar feelings. Is this the relationship you want with them? Are you happy? I can't imagine that you are.

Letting the kids grow where they will do best is the right thing to do. I think you should consider allowing the kids to live with us full time. I'm happy to work with you on a flexible schedule to spend time with the kids. I don't want our relationship to be adversarial. I also can't referee every dispute while the kids are in your care. I think if the children were interviewed by FMC that the family court would allow the kids to exercise discretion. I don't believe the motion would be complicated—let the kids choose.

I don't think it is a good idea to call the police on your kids. If that is where you are, please consider my offer.

<IMG_4594.jpeg>

On Wed, Aug 14, 2019 at 4:05 PM Christina

<ccstipp@gmail.com> wrote:

This response is unacceptable. You said you would back me up and have chosen not to do so. You are empowering a child to be violent and abusive to her mother. You haven't asked for me version of events which you don't need other than that Mia was disrespectful and rude. She hit me, She needs her phone taken,

The next time I will call the police and skip you since you have decided to allow the phone in my phone over my objections.

Sent from my iPhone

On Aug 14, 2019, at 3:49 PM, Mitchell Stipp

<mstippv@gmail.com> wrote:

There are a number of issues with what occurred. Like last time, there are two version of events.

I want to discuss with Mia in person when she returns to my care. I also think we should meet after. These events cannot occur. It is difficult for me to intervene because I was not there. As we discussed, neither you nor Mia should be physical with each other. I can't drop everything to take away Mia's phone.

Please understand my position. Mia is not being rewarded. Let the next few days be a cooling off period.

On Wed, Aug 14, 2019 at 3:09 PM Christina

<ccstipp@gmail.com> wrote:

Can you explain how you addressed the matter? Mia still has her phone.

Sent from my iPhone

On Aug 14, 2019, at 8:41 AM, Christina

<ccstipp@gmail.com> wrote:

Thank you. Please confirm if by addressing the matter you mean retrieving her phone or not.

Sent from my iPhone

On Aug 14, 2019, at 7:41 AM, Mitchell Stipp

<mstippv@gmail.com> wrote:

I received your messages.

I will address the matter.

On Wed, Aug 14, 2019

at 7:10 AM Christina

<ccstipp@gmail.com> wrote:

Mitch,

Please pick up Mia's phone from her at school. You said it would only take one time for her to lose her phone and she would listen. Selena will pick her up at 3:20 at the park as usual.

Thank you,
Christina
Sent from my iPhone

> On Aug 14, 2019, at 12:04 AM, Christina <ccstlipp@gmail.com> wrote:

>

> Mitch,

>

> I tried to reach you and Amy tonight. Please confirm what time you will be picking up Mia's phone. I asked her for it. She physically attacked me, again, and she kept the phone all night with no consequences. You said you would remove it from her possession under these circumstances. I am counting on your support and assistance.

>

> -Christina

>

> Sent from my iPhone

--
Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

--
Mitchell & Amy Stipp
10120 W. Flamingo Rd.
Suite 4-124
Las Vegas, NV 89147
702.378.1907 (Mitchell)
702.277.6537 (Amy)

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702.378.1907 (Mitchell)
702.277.6537 (Amy)

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EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

AT&T LTE

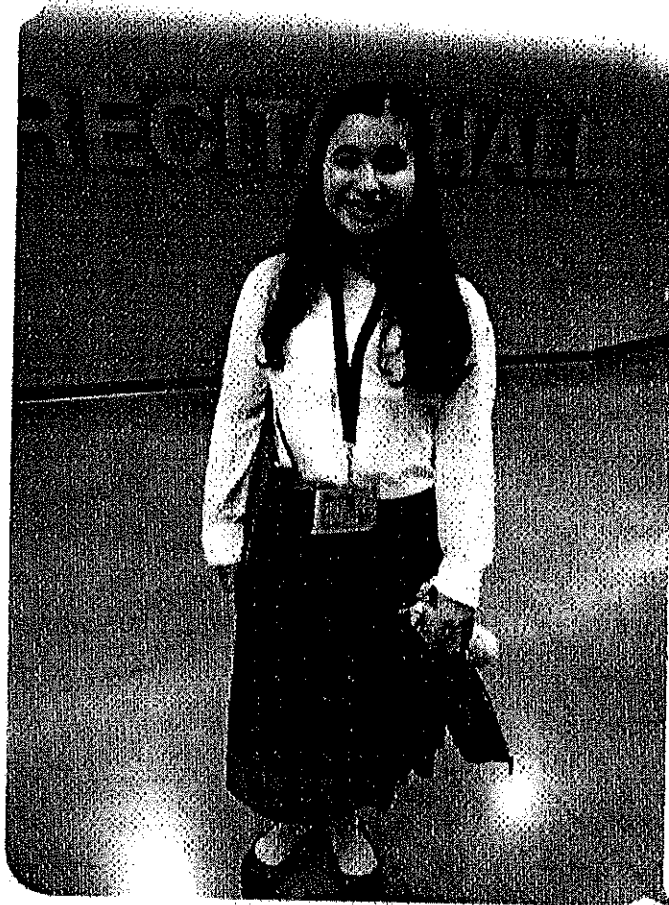
2:49 PM

38%



2 People

Fri, Jun 21, 8:28 PM



Mitch



College Girl!

AmyS



Thanks for the pic!



Message





AA000225

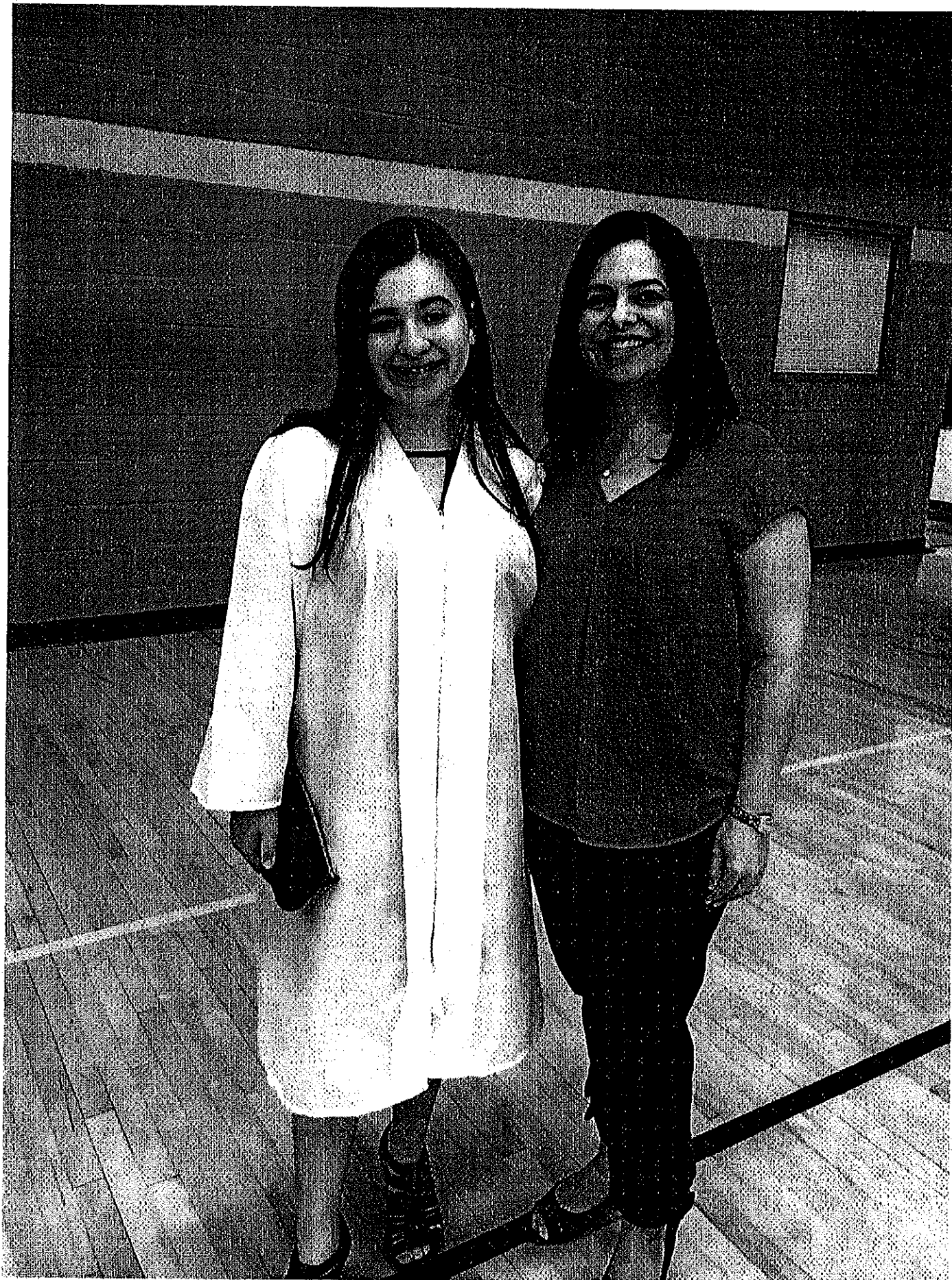


EXHIBIT 5

EXHIBIT 5

EXHIBIT 5



2 People >

Thu, Apr 25, 4:07 PM

Mitch



Mia is at park across street and is walking back now.

Thank u

Just to let you know. Mia was alone at park with Joey. She told me she was at the school with friends. Maybe they left early. I just asked for honesty. I met him. He seems like a nice boy

Fri, May 3, 11:41 AM

Hello. Would it be possible for me to pick up the kids at 8pm tonight instead of 6pm?

Fri, May 3, 1:36 PM

Mitch

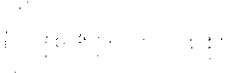


EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

[Print](#) | [Close Window](#)

Subject: Fwd: Faith Lutheran Middle School & High School: Ethan Stipp - Your Kid Is Awesome
From: Christina <ccstipp@gmail.com>
Date: Tue, Aug 27, 2019 2:39 pm
To: VIP@fujiliilawlv.com

Sent from my iPhone

Begin forwarded message:

From: "Faith Lutheran Middle School & High School" <faithlutheranlv@myschoolapp.com>
Date: August 27, 2019 at 12:38:57 PM PDT
To: "ccstipp@gmail.com" <ccstipp@gmail.com>
Subject: Faith Lutheran Middle School & High School: Ethan Stipp - Your Kid Is Awesome
Reply-To: Melissa.Wandel@flhsemail.org

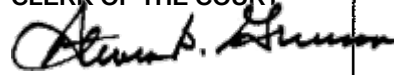
Student Name: Ethan Stipp
Author Name: Melissa Wandel

Comment Date: 08/27/2019
Comment Type: Your Kid Is Awesome
Comment: Good afternoon,

My name is Mrs. Wandel and I am Ethan's social studies and language arts teacher. I wanted to reach out to you and let you know that Ethan is AWESOME!! We have a Mark 10:14 student in our classroom named Brennan. This is a special program for students with special needs, including autism and down syndrome. In social studies we played Battleship where we were working on latitude and longitude, and Ethan partnered up with Brennan and was so caring and patient with him. Seeing Ethan interact with Brennan was wonderful and put a smile on Brennan's face.

Blessings on your day!
Mrs. Wandel

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1 **OBJ**
2 **VALARIE I. FUJII, ESQ.**
3 Nevada Bar No. 005955
4 **VALARIE I. FUJII & ASSOCIATES**
5 704 South Sixth Street
6 Las Vegas, Nevada 89101
7 (702) 341-6464 phone
8 (702) 734-6464 facsimile
9 vip@fujiiilawlv.com

10 Attorney for Plaintiff
11 **CHRISTINA CALDERON**

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

14 **CHRISTINA CALDERON,**)

15 Plaintiff,)

16 vs.)

17 **MITCHELL STIPP,**)

18 Defendant.)

CASE NO.: D-08-389203-Z
DEPT. NO. H/CR 3G at RJC

Date of Hearing: October 1, 2019
Time of Hearing: 11:00 a.m.

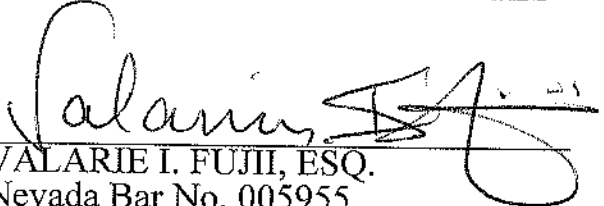
19 **PLAINTIFF'S OBJECTION TO EXHIBITS IMPROPERLY CUT AND**
20 **PASTED WITHIN DEFENDANT'S MOTION FOR CHILD INTERVIEW**
21 **BY FMC, MEDIATION AND TO PERMIT CHILDREN TO EXERCISE**
22 **TEENAGE DISCRETION ON TIMESHARE, AND OBJECTION TO**
23 **EXHIBITS IN SUPPORT OF DEFENDANT'S MOTION**
24 **FILED ON AUGUST 26, 2019, PURSUANT TO NRCP 16.205(i)**

25 COMES NOW, Plaintiff CHRISTINA CALDERON, by and through her
26 attorney of record, VALARIE I. FUJII, ESQ., of the law offices of VALARIE I.
27 FUJII & ASSOCIATES, and hereby objects to the Exhibits improperly cut and
28 pasted within Defendant's Motion for Child Interview by FMC, Mediation and to
Permit Children to Exercise Teenage Discretion on Timeshare e-filed on August
26, 2019, and Plaintiff further objects to the Exhibits in Support of Defendant's
Motion for Child Interview by FMC, Mediation and to Permit Children to

1 Exercise Teenage Discretion on Timeshare, also e-filed on August 26, 2019.
2 Specifically, Defendant objects to the authenticity and/or genuineness of
3 Plaintiff's Exhibits pursuant to NRCP 16.205(i).

4 DATED this 29th day of August, 2019.

5 VALARIE I. FUJII & ASSOCIATES

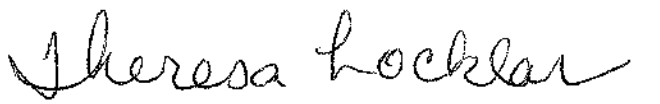
6 
7
8 VALARIE I. FUJII, ESQ.

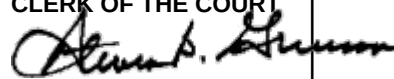
9 Nevada Bar No. 005955
10 704 South Sixth Street
11 Las Vegas, Nevada 89101
12 Attorney for Plaintiff
13 CHRISTINA CALDERON

14 **CERTIFICATE OF SERVICE**

15 I HEREBY CERTIFY that on the 30th day of August, 2019, I served a
16 true and correct copy of the foregoing *Plaintiff's Objection to Exhibits*
17 *Improperly Cut and Pasted Within Defendant's Motion for Child Interview by*
18 *FMC, Mediation and to Permit Children to Exercise Teenage Discretion on*
19 *Timeshare, and Objection to Exhibits in Support of Defendant's Motion*
20 *Filed on August 26, 2019, Pursuant to NRCP 16.205(i)*, via electronic service
21 pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR),
22 addressed as follows:

23 Mitchell Stipp, Esq.
24 LAW OFFICE OF MITCHELL STIPP
25 10120 W. Flamingo Rd., Suite 4-124
26 Las Vegas, Nevada 89147
27 Attorney for Defendant
28 MITCHELL STIPP

29 
30 An employee of VALARIE I. FUJII, ESQ.



1 **APP**
2 **VALARIE I. FUJII, ESQ.**
3 Nevada Bar No. 005955
4 **VALARIE I. FUJII & ASSOCIATES**
5 704 South Sixth Street
6 Las Vegas, Nevada 89101
7 (702) 341-6464 phone
8 (702) 734-6464 facsimile
9 vip@fujii-lawlv.com

10 Attorney for Plaintiff
11 **CHRISTINA CALDERON**

12 **DISTRICT COURT, FAMILY DIVISION**

13 **CLARK COUNTY, NEVADA**

14 CHRISTINA CALDERON,)

15 Plaintiff,)

16 vs.)

17 MITCHELL STIPP,)

18 Defendant.)

CASE NO.: D-08-389203-Z

DEPT. NO.: H/RJC CR 3G

19 **EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME**

20 COMES NOW, Plaintiff CHRISTINA CALDERON, by and through her
21 attorney of record, VALARIE I. FUJII, ESQ. of the law firm of VALARIE I.
22 FUJII & ASSOCIATES, and hereby requests an Order Shortening Time on her
23 *Motion for Order to Show Cause Against the Defendant for Willfully*
24 *Disobeying the Custody Order; a Request for Immediate Return of the Children,*
25 *Make up Visitation and an Award of Attorney's Fees,* the hearing for which is
26

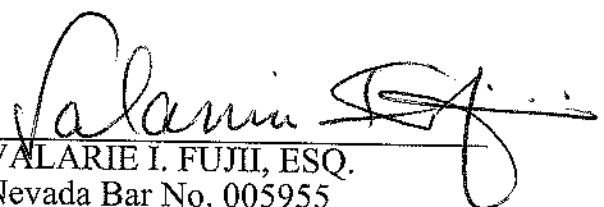
27

28

1 currently scheduled for the 14th day of October, at 10:00 a.m. in Department H/CR
2 3G at the Regional Justice Center of this Court.

3 DATED this 29th day of August, 2019.

4 VALARIE I. FUJII & ASSOCIATES

5
6
7 
8 VALARIE I. FUJII, ESQ.
9 Nevada Bar No. 005955
10 704 South Sixth Street
11 Las Vegas, Nevada 89101
12 Attorney for Plaintiff
13 CHRISTINA CALDERON

14
15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 EDCR 5.513 Orders shortening time for a hearing, states as follows:

- 17 (a) Unless prohibited by other rule, statute, or
18 court order, a party may seek an order
19 shortening time for a hearing.
- 20 (b) An ex parte motion to shorten time must
21 explain the need to shorten the time. Such a
22 motion must be supported by affidavit.
- 23 (c) Absent exigent circumstances, an order
24 shortening time will not be granted until after
25 service of the underlying motion on the
26 nonmoving parties. Any motion for order
27 shortening time filed before service of the
28 underlying motion must provide a satisfactory
explanation why it is necessary to do so.
- (d) An order shortening time must be served on all
parties promptly. An order that shortens the
notice of a hearing to less than 10 calendar
days may not be served by mail. In no event
may a motion be heard less than 1 judicial day
after the order shortening time is filed and
served.

- 1 (e) Should the court shorten the time for the
2 hearing of a motion, the court may direct that
3 the subject matter of any countermotion be
4 addressed at the accelerated time, at the
original hearing time, or at some other time.

5 In the instant case, *Plaintiff's Motion for Order to Show Cause Against the*
6 *Defendant for Willfully Disobeying the Custody Order; a Request for Immediate*
7 *Return of the Children, Make up Visitation and an Award of Attorney's Fees*

8 must be heard before the scheduled hearing on October 14, 2019, for the following
9 reasons:

- 10 a) CHRISTINA has not had custodial time with the parties' minor
11 children MIA and ETHAN since she last exchanged them with
12 MITCHELL on August 16, 2019, in accordance with their Court
13 Order for one week on/one week off joint physical custodial
14 timeshare.
15
16 b) On or about August 21, 2019, MITCHELL emailed CHRISTINA to
17 advise her that he did not intend to return MIA and ETHAN to her
18 until she settled new custodial terms with him or until a Court ordered
19 otherwise. He has made good on his threat. CHRISTINA has not had
20 custodial time with MIA or ETHAN for the first time in the 11 years
21 since the divorce.
22
23 c) On August 23, 2019, MITCHELL promised to exchange the children
24 with CHRISTINA as usual. However, he orchestrated a series of
25 events in which he deprived her of custodial time with MIA and
26 ETHAN. He refused to exchange MIA with CHRISTINA at his
27
28

1 home. MITCHELL then sent his wife to the baseball field to retrieve
2 ETHAN even though CHRISTINA's father was there to pick him up
3 as it was CHRISTINA's time to receive him. Since August 21, 2019,
4 and even before, MITCHELL has been manipulating the children and
5 has refused to honor the parties' custody Order.
6

7 d) On Thursday, August 29, 2019, CHRISTINA attempted to pick up
8 MIA and ETHAN from their school at Faith Lutheran Middle and
9 High School. The school principal attempted to facilitate the
10 exchange. MIA and ETHAN informed the school officials that they
11 would not be going with CHRISTINA as MITCHELL was coming to
12 get them.
13

14 e) ETHAN told CHRISTINA that day that he was not going to come
15 with her because the police had told MITCHELL that he did not have
16 to exchange ETHAN with CHRISTINA. ETHAN told CHRISTINA
17 that MITCHELL showed him a police card. ETHAN has been
18 manipulated by MITCHELL to believe that CHRISTINA would
19 sabotage his baseball career if he returns to her care, which is
20 ridiculous because CHRISTINA is the one who always encouraged
21 ETHAN to be involved in baseball.
22

23 f) MIA told CHRISTINA that she heard about text messages that
24 CHRISTINA sent to ETHAN's baseball coach about ETHAN and
25 that was the reason she was not returning to CHRISTINA's care. The
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1 only way that MIA could have seen those text messages is if
2 MITCHELL showed them to her and/or told her about them.

- 3 g) The next custodial exchange date is Friday, September 6, 2019. If the
4 Court does not hear CHRISTINA's Motion on an Order Shortening
5 Time, MITCHELL will continue to violate the Court Order and
6 deprive CHRISTINA of her custodial time with the children.
7
8 h) Every day that goes by that CHRISTINA does not see or speak with
9 MIA and ETHAN is a trauma to the children and CHRISTINA's
10 relationship with them. MITCHELL has blocked CHRISTINA on the
11 children's phones. The children do not respond to telephone calls or
12 text messages from CHRISTINA.
13
14 i) MITCHELL readily admits in his emails and Motion that he is
15 regularly speaking to the children about the litigation. MITCHELL
16 has also sent confidential emails between himself and counsel, as well
17 as sealed court documents, to school officials and healthcare
18 providers without CHRISTINA's consent and in violation of the
19 Behavioral Order in the Custody Order.
20

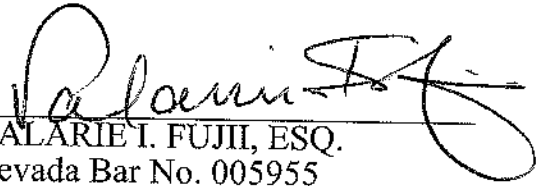
21 Good cause exists to shorten the time on Plaintiff CHRISTINA
22 CALDERON's Motion, which is not set to be heard until October 14, 2019. If the
23 time is not shortened, CHRISTINA could go six weeks without seeing MIA and
24 ETHAN before the Court hears her Motion, given MITCHELL's stated intention
25 to continue to violate the Court Order. This will damage the bond and the
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1 relationship between CHRISTINA and the children even further, given
2 MITCHELL's coaching and pathogenic parenting.

3 Further, counsel requests that the rescheduled hearing not be set on a
4 Wednesday, as she is on an Abuse/Neglect Track on Wednesdays in Dept.
5 K/Courtroom 22 with The Honorable Judge Cynthia Giuliani.
6

7 DATED this 29th day of August, 2019.

8 VALARIE I. FUJII & ASSOCIATES

9
10 
11 VALARIE I. FUJII, ESQ.
12 Nevada Bar No. 005955
13 704 South Sixth Street
14 Las Vegas, Nevada 89101
15 Attorney for Plaintiff
16 CHRISTINA CALDERON
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- 1 9) Ethan told me that day he was not going to come with me because
2 the police had told Mitch he did not have to exchange Ethan with me.
3 Ethan told me that Mitch showed him a police card. Ethan has been
4 manipulated by Mitch to believe that I will sabotage his baseball
5 career if he returns to my care.
6
7 10) Mia told me that she read text messages that I sent to Ethan's baseball
8 coach about Ethan and that was the reason she was not returning to
9 my care, which is ridiculous since I was the one who always
10 encouraged Ethan to play baseball.
11
12 11) Our next custodial exchange date is Friday, September 6, 2019. If the
13 Court does not hear my Motion prior to that date, Mitch will continue
14 to violate the court order and deprive me of custodial time with our
15 children
16
17 12) Every day that goes by that I don't see the children or talk to them, is
18 a trauma to the children and my relationship with them. Mitch has
19 blocked me on their phones. They do not respond to telephone calls
20 or text messages from me.
21
22 13) Mitch readily admits in his emails and motion that he is regularly
23 speaking to the children about the litigation. Mitch has also sent
24 emails between he and my counsel, as well as sealed court
25 documents, to school officials and healthcare providers without my
26 consent and in violation of our behavioral order in our custody order;
27
28 14) Good cause exists to shorten the time on my Motion which is
currently not set to be heard until October 14, 2019. If the time is not
shortened I could go six weeks without seeing Mia and Ethan before
the Court hears my motion given Mitch's stated intention to continue
to violate the Court Order.

Christina Calderon
CHRISTINA CALDERON

20 SUBSCRIBED and SWORN to before me
21 on this 29th day of August, 2019,
22 by CHRISTINA CALDERON.

23 Theresa Locklar
24 NOTARY PUBLIC in and for
25 Said County and State
26
27
28



STATE OF NEVADA)
COUNTY OF CLARK) SS.

1. Affiant is an attorney duly licensed to practice law in the State of Nevada, Bar No. 5955, and owner of VALARIE I. FUJII & ASSOCS.
2. Affiant is the Attorney for Plaintiff CHRISTINA CALDERON.
3. A hearing on *Plaintiff's Motion for Order to Show Cause Against the Defendant for Willfully Disobeying the Custody Order; a Request for Immediate Return of the Children, Make up Visitation and an Award of Attorney's Fees* is currently set for October 14, 2019. *Plaintiff's Motion* must be heard before the scheduled hearing of October 14, 2019, for the following reasons:

- AA000241

1 his threat. CHRISTINA has not had custodial time with MIA or
2 ETHAN for the first time in the 11 years since the divorce.

3 c) On August 23, 2019, MITCHELL promised to exchange the
4 children with CHRISTINA as usual. However, he orchestrated
5 a series of events in which he deprived her of custodial time
6 with MIA and ETHAN. He refused to exchange MIA with
7 CHRISTINA at his home. MITCHELL then sent his wife to the
8 baseball field to retrieve ETHAN even though CHRISTINA's
9 father was there to pick him up as it was CHRISTINA's time to
10 receive him. Since August 21, 2019, and even before,
11 MITCHELL has been manipulating the children and has refused
12 to honor the parties' custody Order.
13

14 d) On Thursday, August 29, 2019, CHRISTINA attempted to pick
15 up MIA and ETHAN from their school at Faith Lutheran
16 Middle and High School. The school principal attempted to
17 facilitate the exchange. MIA and ETHAN informed the school
18 officials that they would not be going with CHRISTINA as
19 MITCHELL was coming to get them.
20

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22 come with her because the police had told MITCHELL that he
23 did not have to exchange ETHAN with me. ETHAN told
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25 ETHAN has been manipulated by MITCHELL to believe that
26 CHRISTINA would sabotage his baseball career if he returns to
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2 who always encouraged ETHAN to be involved in baseball.

3 f) MIA told CHRISTINA that she heard about text messages that
4 CHRISTINA sent to ETHAN's baseball coach about ETHAN
5 and that was the reason she was not returning to CHRISTINA's
6 care. The only way that MIA could have seen those text
7 messages is if MITCHELL showed them to her and/or told her
8 about them.

9
10 g) The next custodial exchange date is Friday, September 6, 2019.
11 If the Court does not hear CHRISTINA's Motion on an Order
12 Shortening Time, MITCHELL will continue to violate the Court
13 Order and deprive CHRISTINA of her custodial time with the
14 children.

15
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17 with MIA and ETHAN is a trauma to the children and
18 CHRISTINA's relationship with them. MITCHELL has
19 blocked CHRISTINA on the children's phones. The children do
20 not respond to telephone calls or text messages from
21 CHRISTINA.

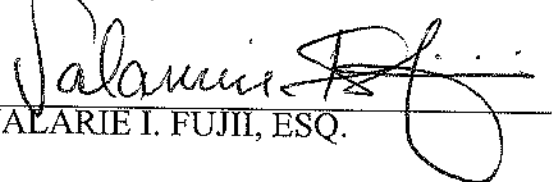
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26 officials and healthcare providers without CHRISTINA's
27
28

1 consent and in violation of the Behavioral Order in the Custody
2 Order.

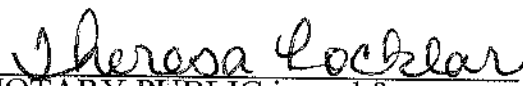
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6 could go six weeks without seeing MIA and ETHAN before the
7 Court hears her Motion, given MITCHELL's stated intention to
8 continue to violate the Court Order. This will damage the bond
9 and the relationship between CHRISTINA and the children
10 even further, given MITCHELL's coaching and pathogenic
11 parenting.
12

13 k) Further, Affiant requests that the rescheduled hearing not be set
14 on a Wednesday, as she is on an Abuse/Neglect Track on
15 Wednesdays in Dept. K/Courtroom 22 with The Honorable
16 Judge Cynthia Giuliani.
17

18 FURTHER AFFIANT SAYETH NAUGHT.

19 
20 VALARIE I. FUJII, ESQ.
21

22 SUBSCRIBED and SWORN to before me
23 on this 29th day of August, 2019,
24 by VALARIE I. FUJII, ESQ.

25 
26 NOTARY PUBLIC in and for
27 said COUNTY and STATE
28

