

# IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed  
Aug 09 2021 11:44 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

BRIAN LEE WHITTLE,  
Appellant(s),

vs.

RAVEN MORRIS,  
Respondent(s),

Case No: D-19-591074-C

Docket No: 82660

# RECORD ON APPEAL VOLUME 2

ATTORNEY FOR APPELLANT  
BRIAN LEE WHITTLE, PROPER PERSON  
717 COUNT AVE.  
NORTH LAS VEGAS, NV 89030

ATTORNEY FOR RESPONDENT  
RAVEN MORRIS, PROPER PERSON  
4980 E. OWENS AVE., APT. 1E  
LAS VEGAS, NV 89110

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**CERTIFICATE OF MAILING AND E-SERVICE**

Pursuant to N.R.C.P. 5(b), I hereby certify that I am an employee of DEMPSEY, ROBERTS & SMITH, LTD., and that service of the foregoing NOTICE OF ENTRY OF ORDER will be made upon the Plaintiff by depositing copies of the same in a sealed envelope, sent by certified mail, return receipt requested, in the United States Mail, First-Class Postage fully prepaid, and also via regular U.S. mail, postage prepaid, and addressed to:

Brian Whittle  
717 Count Avenue  
North Las Vegas, NV 89030

And service shall be made upon Defendant by e-service through the Odyssey system of the Clark County, Nevada, Eighth Judicial District Court e-filing service, after the e-filing of this document, which is to be filed on the 4<sup>th</sup> day of February, 2021, to:

Kenneth Robbins, Esq.      FamilyFirst@HalfPriceLawyers.com

*/s/ Caasandra E. Martinez*

Caasandra E. Martinez An employee of  
DEMPSEY, ROBERTS & SMITH, LTD.

DEMPSEY, ROBERTS & SMITH, LTD.  
1130 Wigwam Parkway • Henderson, Nevada 89074  
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OWAR  
KENNETH M. ROBERTS, ESQ.  
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Attorneys for Plaintiff  
BRIAN WHITTLE

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

BRIAN WHITTLE,

Plaintiff,

vs.

RAVEN MORRIS,

Defendant.

CASE NO.: D-19-591074-C  
DEPT.: I

Date of Hearing: 1/27/2021  
Time of Hearing: 11:30 a.m.

ORDER FOR WITHDRAWAL OF COUNSEL OF RECORD

This matter coming on for hearing on the time and date above indicated on Motion brought by KENNETH M. ROBERTS, ESQ. of the law firm DEMPSEY, ROBERTS & SMITH, LTD., and the Court having reviewed all the papers, pleadings and records on file herein, together with argument of counsel and good cause appearing; the Court finds that:

1. The Plaintiff was properly and duly served with the above referenced motion;
2. The Plaintiff's last known address is 717 Count Ave., North Las Vegas, Nevada 89030; the Plaintiff's last known telephone number is (725) 400-8328.

The Court having been fully advised in the premises, and good cause appearing therefore;



1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that KENNETH M.  
2 ROBERTS, ESQ., and the law firm of DEMPSEY, ROBERTS & SMITH, LTD. be allowed  
3 to and are hereby ordered withdrawn as counsel of record for Plaintiff, BRIAN WHITTLE,  
4 in the case number D-19-591074-C;  
5

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, BRIAN  
7 WHITTLE , may be served with and all subsequent pleadings in this matter at the  
8 following last known address:  
9

10 Brian Whittle  
11 717 Count Avenue  
12 North Las Vegas, NV 89030  
13

14 Dated this \_\_\_\_ day of February, 2021.


Dated this 4th day of February, 2021

  
DISTRICT COURT JUDGE

17 Submitted by:

18 DEMPSEY, ROBERTS & SMITH, LTD.

83A 33C E6E0 FE32  
Sunny Bailey  
District Court Judge

19   
20 KENNETH M. ROBERTS, ESQ.  
21 Nevada Bar No. 004729  
22 1130 Wigwam Parkway  
23 Henderson, Nevada 89074  
24 Attorneys for Plaintiff  
25  
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1 CSERV

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Brian Lee Whittle, Plaintiff.

CASE NO: D-19-591074-C

7 vs.

DEPT. NO. Department I

8 Raven Morris, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 2/4/2021

15 Kenneth Roberts

KenRoberts@drsLtd.com

16 Kenneth Robbins, Esq.

FamilyFirst@HalfPriceLawyers.com

17 Caasandra Martinez

cmartinez@drsLtd.com  
18  
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1     **NORH**

2  
3                     **DISTRICT COURT**  
4                     **CLARK COUNTY, NEVADA**

5                     \*\*\*\*

6  
7     BRIAN LEE WHITTLE,  
8     PLAINTIFF.

D-19-591074-C

DEPT: I

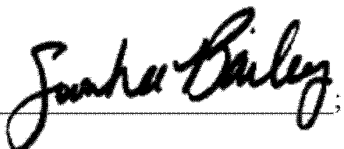
9     VS.

10     RAVEN MORRIS,  
11     DEFENDANT.

12  
13  
14                     **NOTICE OF RESCHEDULING OF HEARING**

15     Please be advised that the date and time of the *Evidentiary Hearing*,  
16     currently set for February 17, 2021, at 1:30 PM has been *rescheduled* to the  
17     **16<sup>th</sup> day of February, 2021, at the hour of 1:30 PM.** Matter will be heard  
18     by the **Honorable Sunny Bailey**, in Department I, at the Family Courts and  
19     Services Center, 601 N. Pecos Rd., Las Vegas, Nevada. YOUR PRESENCE  
20     IS NEDESSARY by VIDEO. Please use the following URL to attend  
21     hearing: Meeting URL: [http://bluejeans.com/224578181?src=join\\_info](http://bluejeans.com/224578181?src=join_info) .  
22     Meeting ID: 224 578 181, Passcode: 0158. Want to dial in from a phone?  
23     Dial 1.408.419.1715. Enter the meeting ID and passcode followed by #.

24                     Dated this 8th day of February, 2021

25  
26                       
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28                     66B 33C 68D4 38F3  
                      Sunny Bailey  
                      District Court Judge

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Brian Lee Whittle, Plaintiff.

CASE NO: D-19-591074-C

7 vs.

DEPT. NO. Department I

8 Raven Morris, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 2/8/2021

15 Kenneth Roberts

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17 Caasandra Martinez

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U.S. MAIL



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2 Kenneth Robbins, Esq.  
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8 Attorney for Defendant

6 DISTRICT COURT  
7 FAMILY DIVISION  
8 CLARK COUNTY, NEVADA

9 BRIAN WHITTLE )  
10 Plaintiff, ) Case No.: D-19-591074-C  
11 vs. ) Dept.: L  
12 RAVEN MORRIS, ) **Date of Evidentiary Hearing:**  
13 Defendant. ) **02/16/2021**  
 ) **Hearing Time: 1:30 p.m.**

14 **DEFENDANT'S PRETRIAL MEMORANDUM**

15 Defendant, Raven Morris, by and through her Attorney of Record, Kenneth  
16 Robbins Esq., hereby provides her Pre-trial Memorandum in this matter below.

17 **I. STATEMENT OF ESSENTIAL FACTS**

18 **1. Parties:**

- 19 a. Plaintiff, Brian Whittle, 49 years old.  
20 b. Defendant, Raven Morris, 26 years old.

21 **2. Minor children:**

- 22 a. Aeyani Morris, born September 16, 2012, currently 8 years old.

23 **3. Marriage:**  
24

- 1 a. The parties were never married.
- 2 4. Resolved Issues and Agreed Resolutions:
- 3 a. None.
- 4 5. Unresolved Issues:
- 5 a. Physical custody of the minor child;
- 6 b. Custody schedule;
- 7 c. Child Support;
- 8 d. Dependent minor tax credit;
- 9 e. Attorney's Fees and Costs.

## 10 II. CHILD CUSTODY

### 11 Statement of Relevant Facts:

- 12 1. The parties were never married. In fact, Raven learned that the Plaintiff was
- 13 married to another woman when the child was born.
- 14 2. For the first two years of the child's life, Plaintiff was minimally involved. Raven
- 15 had to beg Plaintiff to see the child, but he rarely did. Then, starting in 2014,
- 16 Plaintiff ceased all contact with the child and did not see her again until 2016, but
- 17 even when visitation resumed, it was only sparingly. He saw the child about twice
- 18 a year, for only a few hours each time.

## 19 LEGAL ARGUMENT

### 20 I. CUSTODY

21 NRS 125C.002 addresses the considerations of the Court with regards to legal

22 custody of a child. It provides, in pertinent part, that "When a court is making a

23 determination regarding the legal custody of a child, there is a presumption, affecting

24 the burden of proof, that joint legal custody would be in the best interest of a minor child

1 if: (a) The parents have agreed to an award of joint legal custody or so agree in open  
2 court at a hearing for the purpose of determining the legal custody of the minor child;  
3 or (b) a parent has demonstrated, or has attempted to demonstrate (except that the  
4 efforts are frustrated by the other parent) an intent to establish a meaningful  
5 relationship with the minor child. Here, the Plaintiff has not established much of a  
6 relationship with the child. He did not have contact with the Plaintiff from 2014 until  
7 2016. From 2016 until October of 2019 he only saw the child a handful of times each  
8 year, which was his choice. His lack of a relationship with the child should result in  
9 Raven being awarded sole legal custody of the child.

10 Under the new statutes promulgated by the Nevada Legislature, prior to making  
11 an award of Primary Physical Custody, the Court must first do an analysis as to whether  
12 it would be in a Child's best interests to grant Joint Physical Custody. However,  
13 pursuant to NRS 125C.003, there is a legal presumption that Joint Physical Custody is  
14 not in a Child's best interest if a parent has engaged in activities that are deemed  
15 detrimental to the safety and welfare of a child. Those factors include:

16 **a. Inability to Adequately Care for Child for at Least 146 Days of the**  
17 **Year.**

18 It is clear that Raven can adequately care for the minor child for at least 146 days  
19 per year as she has always done so. Raven has spacious and comfortable housing for  
20 the minor child. Currently she is living in a 3 bed-room residence. In the home is her  
21 fiancé, herself and her 3 children. Raven's two daughters share a bedroom, her son has  
22 his own bedroom and Raven and her fiancé share a room.

23 Plaintiff is the party that cannot provide stable enough housing to keep the child  
24 in his care for 146 days per year. Brian resides with his wife and her children. It is



1 believed that his wife has 4 or 5 children. The house is so crowded that their child is  
2 forced to sleep in the living room because there is not enough space for her to sleep in  
3 a bedroom. While Brian is employed he works too much to care for the child. He works  
4 as a barber full-time over the span of 5 days per week. Then on one of his off days he  
5 does landscaping. As a result, he only has one day off per week to spend quality time  
6 with the minor child.

7 **b. Abandonment.**

8 There have been numerous instances in which the Plaintiff has abandoned the  
9 minor child. Raven was completely shocked that the Plaintiff filed for custody, because  
10 he has not shown much of an interest in caring for the child. Despite living  
11 approximately 1.5 miles from each other the Plaintiff elected to not see the child at all  
12 from 2014 until 2016. Raven would have allowed the Plaintiff to see the child, but he did  
13 not ask to see the child. A reason has never been provided by the Plaintiff. His inability  
14 to care for the child consistently should prevent him from being awarded joint physical  
15 custody.

16 **c. Domestic Violence:**

17 When the parties were still dating Raven was a victim of domestic violence at the  
18 hands of the Plaintiff. However, Raven did not report the abuse to the police.

19 **NRS §125C.0035(4) provides: In determining the best interest of the child,**  
20 **the court shall consider, among other things:**

21 **(a) The wishes of the child if the child is of sufficient age and**  
22 **capacity to form an intelligent preference as to their custody.**

23 The minor child is only 7 years old, therefore they are not old enough to  
intelligently state their custody preference.

24 **(b) Any nomination by a parent or a guardian for the child.**

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This is not an issue.

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

It is clear that Raven will help foster a relationship between the child and the Plaintiff if she is awarded primary physical custody of the child. When the minor child was small the Plaintiff did not show much of an interest in being a father. In fact, Raven had to beg the Plaintiff to see the child. He then completely abandoned the minor child from 2014 until 2016. Despite these facts, Raven has always tried to help the Plaintiff be involved in the life of the child. From 2016 until October of 2019 Raven continually told the Plaintiff that he could see the child as he chose. He elected to pick up the child approximately twice per year for just a few hours. These were the only times that the Plaintiff requested to see the child. The only other times that the Plaintiff would see the child was when Raven contacted him and asked him to bring the child to the barbershop that he was working at. Raven has continued to try to keep the Plaintiff involved in the life of the child, despite the fact that he has not shown much interest in being involved in the life of the child. This supports Raven’s request for primary physical custody of the child.

**(d) The level of conflict between the parents.**

Raven is focused on raising the minor child to the best of her ability, she is not concerned with any personal conflicts with the Plaintiff. The Plaintiff cannot say the same. For years the Plaintiff refused to communicate with Raven or even give her his contact information. Raven would have to communicate with his wife for some reason.

1 Raven hopes that the Plaintiff can put his personal differences aside and focus on  
2 raising their minor child.

3 **(e) The ability of the parents to cooperate to meet the needs of the**  
4 **child.**

5 The parties have not been able to cooperate to meet the needs of the child  
6 because the Plaintiff refused to communicate with Raven until October of 2019. Prior  
7 to being ordered by the Court to communicate with Raven directly the Plaintiff refused  
8 to communicate with her. Rather, the only communication that Raven was allowed to  
9 have with the Plaintiff about their child was through his wife. In fact, there was a period  
10 of time that the Plaintiff refused to provide Raven with his contact information, he only  
11 gave her the contact information for his wife.

12 Now that the parties have been ordered to communicate with each other directly  
13 Raven has his phone number, but the Plaintiff still refuses to address issues of the child  
14 with her. For instance, the child is having a difficult time adjusting with spending so  
15 much time at the home of the Plaintiff. Raven thought it was a good idea to call the child  
16 periodically to ease the transition. Plaintiff continually refuses to answer the phone or  
17 when he does, he will claim that he is not home and busy with the child. On Christmas  
18 for example the child informed Raven that they were at home all day when the claim  
19 was that they were out of the home.

20 Additionally, when the child was in school, the Plaintiff was refusing to provide  
21 Raven with her homework. The child has a backpack that she is sent home with each  
22 day after school. She keeps her schoolwork and homework in her backpack. When the  
23 child is sent to Raven's home the backpack is void of her schoolwork and homework.  
24 Raven has mentioned this to the Plaintiff, but he refuses to send the child with her

1 homework. Thus, Raven was having to go to the teacher directly for the homework.  
2 Without any communication, Raven is simply guessing as to what work the child has  
3 completed while in the care of the Plaintiff. The Plaintiff's behavior is setting the child  
4 up to struggle in school. Since he cannot help the child succeed in school, he should not  
5 be allowed to care for the child during the school week.

6  
7 **(f) The mental and physical health of the parents.**

8 When the minor child was two years old the Plaintiff dropped her off to Raven  
9 while he was drunk and without a car seat. Recently Raven has not noticed any  
10 substance abuse issues with the Plaintiff, but it is something that should be monitored.

11 **(g) The physical, developmental and emotional needs of the child.**

12 Prior to October of 2019, Raven was able to meet the physical, developmental  
13 and emotional needs of the child on her own.

14 **(h) The nature of the relationship of the child with each parent.**

15 The minor child has a close and loving relationship with Raven. The child is  
16 constantly complaining that she does not want to be in the care of the Plaintiff. The child  
17 complains that she has a strained relationship with the Plaintiff because of his wife. The  
18 child claims that the Plaintiff's wife is mean to her and treats the other children in the  
19 home better.

20 **(i) The ability of the child to maintain a relationship with any**  
21 **sibling.**

22 Raven has two other children who are closely bonded with the Aeyani.

23 **(j) Any history of parental abuse or neglect of the child or a sibling**  
24 **of the child.**

1 This is not an issue. Plaintiff has falsely claimed that Raven has abused and  
2 neglected their child. Plaintiff has called CPS on Raven twice. Both complaints were  
3 investigated and CPS stated that both claims were unsubstantiated.  
4

5 **(k) Whether either parent or any other person seeking custody has**  
6 **engaged in an act of domestic violence against the child, a parent of**  
7 **the child or any other person residing with the child.**

8 This is not an issue.

9 Based on the foregoing, Raven is proposing the following schedule:

10 Plaintiff: Friday at 3:00 p.m. until Sunday at 9:00 a.m.

11 -Defendant: Sunday at 9:00 a.m. until Friday at 3:00 p.m.

12 -Parties should be able to contact the child via telephone at least once per day  
13 between the hours of 3:00 p.m. and 7:00 p.m.

14 **II. CHILD SUPPORT**

15 **NAC 425.140 Schedule for determining base child support obligation**  
16 **based on number of children and monthly gross income of obligor. (NRS**  
17 **425.620)**

18 Except as otherwise provided in NAC 425.145, the base child support obligation of an  
19 obligor must be determined according to the following schedule:

20 1. For one child, the sum of:

21 (a) For the first \$6,000 of an obligor's monthly gross income, 16 percent  
22 of such income;

23 (b) For any portion of an obligor's monthly gross income that is greater  
24 than \$6,000 and equal to or less than \$10,000, 8 percent of such a  
portion; and

(c) For any portion of an obligor's monthly gross income that is greater  
than \$10,000, 4 percent of such a portion.

2. For two children, the sum of:

(a) For the first \$6,000 of an obligor's monthly gross income, 22 percent  
of such income;

(b) For any portion of an obligor's monthly gross income that is greater  
than \$6,000 and equal to or less than \$10,000, 11 percent of such a  
portion; and

- 1 (c) For any portion of an obligor's monthly gross income that is greater  
2 than \$10,000, 6 percent of such a portion.
- 3 3. For three children, the sum of:  
4 (a) For the first \$6,000 of an obligor's monthly gross income, 26 percent  
5 of such income;  
6 (b) For any portion of an obligor's monthly gross income that is greater  
7 than \$6,000 and equal to or less than \$10,000, 13 percent of such a  
8 portion; and  
9 (c) For any portion of an obligor's monthly gross income that is greater  
10 than \$10,000, 6 percent of such a portion.
- 11 4. For four children, the sum of:  
12 (a) For the first \$6,000 of an obligor's monthly gross income, 28 percent  
13 of such income;  
14 (b) For any portion of an obligor's monthly gross income that is greater  
15 than \$6,000 and equal to or less than \$10,000, 14 percent of such a  
16 portion; and  
17 (c) For any portion of an obligor's monthly gross income that is greater  
18 than \$10,000, 7 percent of such a portion.
- 19 5. For each additional child, the sum of:  
20 (a) For the first \$6,000 of an obligor's monthly gross income, an  
21 additional 2 percent of such income;  
22 (b) For any portion of an obligor's monthly gross income that is greater  
23 than \$6,000 and equal to or less than \$10,000, an additional 1 percent of  
24 such a portion; and  
25 (c) For any portion of an obligor's monthly gross income that is greater  
26 than \$10,000, an additional 0.5 percent of such a portion.

27 The parties have one child, so child support should be set at 16 percent of  
28 Plaintiff's gross monthly income as it is believed that he makes less than \$6,000 per  
29 month.

### 30 **III. ATTORNEY'S FEES**

31 NRS 18.010 provides as follows:

32 2. In addition to the cases where an allowance is authorized by specific  
33 statute, the court may make an allowance of attorney's fees to a prevailing party:

- 34 (a) When he has not recovered more than \$20,000.00; or  
35 (b) Without regard to the recovery sought, when the court finds that the  
36 claim, counterclaim, cross-claim or third party complaint or defense of the opposing  
37 party was brought without reasonable ground or to harass the prevailing party.

38 NRS 125.150(3). Except as otherwise provided in NRS 125.141, whether or not  
39 application for suit money has been made under the provisions of NRS 125.040, the

1 court may award a reasonable attorney's fee to either party to an action for divorce if  
2 those fees are in issue under the pleadings.

3 Raven is entitled to attorney's fees. Plaintiff has forced Raven to incur  
4 additional fees by mailing his motion to the wrong address.

5 With specific reference to Family Law matters, the Supreme Court has recently  
6 adopted "well known basic elements," which in addition to hourly time schedules kept  
7 by the attorney, are to be considered in determining the reasonable value of an  
8 attorney's services, qualities, commonly known as the *Brunzell* factors.

9 In applying the *Brunzell* factors to the present case, we respectfully submit that  
10 the qualities of Raven's attorney have been shaped by his education and experience.  
11 More specifically, Raven's attorney holds a J.D. He is a licensed attorney in good  
12 standing with the State of Nevada. As to the character and quality of the work  
13 performed, we believe that all the filings submitted on behalf of our client by this  
14 office are adequate, both factually and legally.

## 15 **V. LIST OF WITNESSES**

16 RAVEN MORRIS  
17 c/o Kenneth M. Robbins  
18 HALF PRICE LAWYERS  
19 732 South 6<sup>th</sup> Street, Suite 100  
Las Vegas, Nevada 89101  
(702-400-0000)

20 Defendant, Raven Morris is anticipated to testify regarding the facts and  
21 circumstances of this case.

22 BRIAN LEE WHITTLE  
23 In Proper Person  
24 717 Count Avenue  
North Las Vegas, Nevada 89030  
(725-400-8328)

1 Plaintiff, Brian Lee Whittle is anticipated to testify regarding the facts and  
2 circumstances of this case.

3 PORSHAY MORRIS  
4 4730 East Craig Road  
5 Las Vegas Nevada 89115  
6 (702-782-3399)

7 Porshay Morris is Defendant's sister and is anticipated to testify  
8 regarding the facts and circumstances of this case.

9 ROBIN MORRIS  
10 4730 East Craig Road  
11 Las Vegas, Nevada 89115  
12 (702-782-3399)

13 Robin Morris is Defendant's mother and is anticipated to testify regarding  
14 the facts and circumstances of this case.

15 KIM HANNAH  
16 3924 Quiet Pine Street, Unit 202  
17 Las Vegas, Nevada 89108  
18 (702-824-1143)

19 Kim Hannah is Defendant's friend of over seven years and is anticipated  
20 to testify regarding the facts and circumstances of this case.

- 21 1. All witnesses listed by any other party to this litigation in its  
22 Disclosure of witnesses and exhibits or called at the time of trial.

## 23 VI. EXHIBITS

- 24 1. All documents previously disclosed

## VII. UNUSUAL LEGAL OR FACTUAL ISSUES

Raven was never properly served with Plaintiff's motion for temporary orders.  
Despite knowing Raven's correct address, he mailed his motion without including  
Raven's apartment number. This resulted in the Court making temporary orders by  
default. Because there was an evidentiary hearing set for soon after the hearing to set  
aside the temporary order hearing, Judge Gibson to not make any modifications. It is



1 extremely unlikely that Defendant would have been awarded temporary joint custody,  
2 but not for that circumstance.

3  
4 **VIII. LENGTH OF TRIAL**

- 5 1. This trial should take approximately 1/2 day.

6 **IX. RELIEF REQUESTED**

- 7 1. Plaintiff is requesting an Order that she has Primary Physical Custody of the  
8 minor child.  
9 2. Plaintiff is requesting an Order that child support be set in accordance with **NAC**  
10 **425**.  
11 3. Plaintiff is requesting an Order that the Defendant pay her Attorney's Fees.  
12 4. An Order granting the Plaintiff any further relief, this Court deems just and  
13 proper.

14 Respectfully submitted this 12th day of February, 2021.

15 /s/Kenneth M. Robbins

16 Kenneth Robbins, Esq.  
17 Nevada Bar No.: 13572  
18 Attorney for Defendant  
19  
20  
21  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the 12th day of February, 2021, the foregoing  
**DEFENDANT'S PRE TRIAL MEMORANDUM** was served upon the following  
persons via US Mail, and by electronic service via the Eighth Judicial District Court E-  
Filing System to the following at their last known addresses:

*BRIAN WHITTLE*  
*Whittle.bw@gmail.com*  
*Defendant in Proper Person*

Dated this 12th day of February, 2021.

/s/ Debbie Paice  
Legal Assistant

1 NORH

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5 \*\*\*\*\*

6  
7 BRIAN LEE WHITTLE,  
8 PLAINTIFF.

D-19-591074-C

DEPT: I

9 VS. RAVEN MORRIS,  
10 DEFENDANT.

11  
12 **NOTICE OF RESCHEDULING OF HEARING**

13 Please be advised that the date and time of the *Evidentiary Hearing*,  
14 currently set for February 16, 2021, at 1:30 PM has been *rescheduled* to the  
15 **18<sup>th</sup> day of February, 2021, at the hour of 9:00 AM.** Matter will be heard  
16 by the **Honorable Sunny Bailey**, in Department I, at the Family Courts and  
17 Services Center, 601 N. Pecos Rd., Las Vegas, Nevada. YOUR PRESENCE  
18 IS NEDESSARY by VIDEO. Please use the following URL to attend  
19 hearing: Meeting URL: [http://bluejeans.com/224578181?src=join\\_info](http://bluejeans.com/224578181?src=join_info) .  
20 Meeting ID: 224 578 181, Passcode: 0158. Want to dial in from a phone?  
21 Dial 1.408.419.1715. Enter the meeting ID and passcode followed by #.

22 Dated this 16th day of February, 2021

23  
24 

25  
26 83B 336 AC75 E118  
27 Sunny Bailey  
28 District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Brian Lee Whittle, Plaintiff.

CASE NO: D-19-591074-C

7 vs.

DEPT. NO. Department I

8 Raven Morris, Defendant.

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 2/16/2021

15 Kenneth Roberts

KenRoberts@drsLtd.com

16 Kenneth Robbins, Esq.

FamilyFirst@HalfPriceLawyers.com

17 Caasandra Martinez

cmartinez@drsLtd.com

18 Brian Whittle

Whittle.bw@gmail.com



1 CSERV  
Kenneth M. Robbins, Esq.  
2 Nevada Bar No.: 13572  
732 South 6<sup>th</sup> Street, Suite #100  
3 Las Vegas, NV 89101  
(702) 400-0000 Telephone  
4 FamilyFirst@HalfPriceLawyers.com  
"Unbundled" Attorney for Defendant

5  
6 DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA  
7

8 BRIAN WHITTLE,

9 Plaintiff,

10 vs.

11 RAVEN MORRIS,

12 Defendant.

)  
) Case No.: D-19-591074-C  
)  
) Dept.: I  
)

**CERTIFICATE OF SERVICE**

13 I hereby certify that on the 16<sup>th</sup> day of February, 2021, the foregoing  
14 **DEFENDANT'S TRIAL EXHIBITS** as served upon the following persons and  
15 entities entitled to notice, via e mail address.

16 *BRIAN WHITTLE*  
*Whittle.bw@gmail.com*  
17 *Defendant in Proper Person*

18 Dated this 17th day of February, 2021.

19  
20 /s/ Debbie Paice  
Legal Assistant

**ORDER**

**KENNETH M. ROBBINS, ESQ.**

Nevada Bar No. 13572

**JASON ONELLO, ESQ.**

Nevada Bar No. 14411

**ROBBINS & ONELLO LLP**

9205 W. Russell Rd., Suite 240

Las Vegas, Nevada 89148

(702) 608-2331 (Phone)

(702) 442-9971 (Fax)

staff@onellolaw.com

Attorney for *Defendant*

**DISTRICT COURT - FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

**BRIAN LEE WHITTLE,**

Plaintiff,

vs.

**RAVEN MORRIS,**

Defendant.

Case No.: **D-19-591074-C**

Dept. No.: **I**

**ORDER**

This matter having come for evidentiary hearing on February 18, 2021 at 9:00 AM and Defendant, RAVEN MORRIS, present with her attorney, KENNETH M. ROBBINS, ESQ., of ROBBINS & ONELLO, LLP, and Plaintiff, BRIAN WHITTLE, present with his attorney IN PROPER PERSON, and the Court finds and orders as follows:

COURT FINDS that the Court mistakenly signed an order changing the name of the minor child from Aeyani Natalia Morris to Aeyanie Natalia Whittle.

The Court hereby Orders the following:

**IT IS HEREBY ORDERED** that the minor child's name shall be changed from Aeyani Natalia Whittle to Aeyanie Natalie Morris-Whittle.

**IT IS FURTHER ORDERED** that Plaintiff Brian Whittle shall immediately have the birth certificate changed to reflect the new name.

**IT IS FURTHER ORDERED** that temporarily, the parties shall have joint legal and joint physical custody.

**IT IS FURTHER ORDERED** that temporarily, the parties shall continue to follow the time share that was previously ordered on October 3, 2019.

**IT IS FURTHER ORDERED** that both parents shall enroll in the TalkingParents program. All communication shall go through TalkingParents, unless it is an emergency.

**IT IS FURTHER ORDERED** that all communication shall be between the parents, Brian and Raven, not any significant others.

**IT IS FURTHER ORDERED** that Dad shall be present to conduct custody exchanges. 3<sup>rd</sup> parties shall not get involved.

**IT IS FURTHER ORDERED** that each parent shall be able to have a phone call with the minor child while she is in the other party's care from 7:00 PM until at least 7:15 PM every night. The phone calls shall not be monitored by the custodial parent.

### **NOTICES**

#### **IT IS FURTHER ORDERED AND THE PARTIES ARE PUT ON NOTICE**

that they are subject to the requirements of NRS 125C.0045(6) and NRS 125C.0045(7).

**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 193.190. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from 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.

**NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law apply if a parent abducts or wrongfully retains a child in a foreign country. The minor child is a habitual resident of Clark County, Nevada.

The parties are also placed on notice of the following provisions in NRS 125C.0045(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 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 one of the parties, the court may order the parent to post a bond if the court determines that the parent poses 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 the child to his or her 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.

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

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

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

(b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child;

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

- (a) Without having reasonable grounds for such refusal; or
- (b) For the purposes of harassing the custodial parent.

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

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

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

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

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

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

2. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child:(a) Without having reasonable grounds for such refusal; or(b) For the purposes of harassing the relocating parent.

3. A parent who relocates with a child pursuant to this section before the court enters an order granting the parent primary physical custody of the child and permission to relocate with the child is subject to the provisions of NRS 200.359.

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

The parties, and each of them, are hereby placed on notice that in the event either party is ordered to pay child support to the other, that, pursuant to NRS 125.450, a parent responsible for paying child support is subject to NRS 31A.010 through NRS 31 A.340, inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of wages and commissions for the delinquent payment of support, that these statutes and provisions require that, if a parent responsible for paying child support is delinquent in paying the support of a child that such person has been ordered to pay, then that person's wages or commissions shall immediately be subject to wage assignment and garnishment, pursuant to the provisions of the above-referenced statutes.

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

- (a) The welfare division of the department of human resources, its designated representative or the district attorney, if the welfare division or the district attorney has jurisdiction in the case; or
- (b) A parent or legal guardian of the child,
- be reviewed by the Court at least every 3 years pursuant to this section to determine whether the Order should be modified or adjusted. Further, if either of the parties is subject to an Order of child support, that party may request a review pursuant the terms of NRS 125B.145. An Order for the support of a child may be reviewed at any time on the basis of changed circumstances.

**IT IS SO ORDERED.**

DATED this    day of \_\_\_\_\_, 2021  
~~Dated this 23rd day of February, 2021~~

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

Submitted By:

E58 79D 1156 D5B6  
Sunny Bailey  
District Court Judge

Dated this 19<sup>th</sup> day of February 2021

/s/Kenneth M. Robbins

**KENNETH M. ROBBINS, ESQ.**

Nevada Bar No. 13572

**JASON ONELLO, ESQ.**

Nevada Bar No. 14411

9205 W. Russell Rd., Suite 240

Las Vegas, Nevada 89148

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staff@onellolaw.com

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Brian Lee Whittle, Plaintiff.

CASE NO: D-19-591074-C

7 vs.

DEPT. NO. Department I

8 Raven Morris, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 2/23/2021

15 Kenneth Robbins, Esq.

FamilyFirst@HalfPriceLawyers.com

16 Brian Whittle

Whittle.bw@gmail.com  
17  
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1 **DAO**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5 \*\*\*\*\*

6 BRIAN LEE WHITTLE,

CASE NO.: D-19-591074-C

7 Plaintiff,

DEPT: I

8  
9 vs.

DATE OF HEARING: 02/18/2021

10 RAVEN MORRIS,

TIME OF HEARING: 9:00 A.M

11 Defendant.  
12

13 **DECISION AND ORDER**

14  
15 THIS MATTER came before the Court for Evidentiary Hearing on  
16 February 18, 2021. Plaintiff, Brian Lee Whittle ("Brian"), appeared pro per  
17 over the *Blue Jeans* video application and Defendant, Raven Morris ("Raven")  
18 appeared represented by Kenneth Robbins, Esq., over the *Blue Jeans* video  
19 application. The Court heard the testimony from the parties. The Court after  
20 reviewing the pleadings and papers on file herein, and after considering and  
21 weighing the credibility of the parties, and good cause appearing issues its  
22 *Findings of Fact, Conclusions of Law, and Orders* as set forth herein.  
23  
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1           9.       Trina was upset when she was told about Aeyani but she has  
2 been supportive of his relationship with Aeyani. He describes their  
3 relationship as good at this time.  
4

5           10.      He loves his daughter and testified that they did everything  
6 together from day one until Aeyani finished kindergarten.  
7

8           11.      Raven's grandmother left town and Raven left as well. He lost  
9 contact with Raven and Aeyani.  
10

11           12.      Brian contacted Raven's brothers and cousins and left  
12 messages for her to call him. He claimed he did not have her phone number.  
13 He is not on social media so he could not contact her by that method.  
14

15           13.      Brian also went to the school but Aeyani was not there. The  
16 school refused to give him any information because he did not have legal  
17 documents.  
18

19           14.      He did not file anything with the courts because he figured he  
20 needed to find her to serve her with complaint and he could not locate her.  
21

22           15.      He found her once but she would not let him see Aeyani.  
23 Raven did give him Aeyani's phone number. He was able to visit her once at a  
24 McDonalds.  
25

26 ///

27 ///

28 ///



1           16.     He found her in 2017 at the end of the school year. He hired  
2 someone to serve her papers when she told him that he could not see Aeyani.  
3  
4 They went to mediation and were supposed to return to court. Raven did not  
5 appear because the notice was sent to an address that did not include her  
6 apartment number.  
7

8           17.     He and Raven used to get along well, but now she is against  
9 everything he presents to her. He signed up for the communication app, but  
10 she did not, although, the only communication between them is about school.  
11

12          18.     Brian wants Aeyani to get to know his side of the family and  
13 would like to be part of making decisions.  
14

15          19.     The current schedule is Sunday at 9:00 a.m. – Wednesday at  
16 6:00 p.m. Brian believes Aeyani is flourishing on the current schedule. When  
17 Aeyani is with his family, they do school work, go outside and ride bikes,  
18 movies and church.  
19

20          20.     Brian currently only works Thursdays, Fridays and Saturdays  
21 due to distance learning. He wants to be with Aeyani to make sure she gets to  
22 her classes. His stepdaughter is attending college virtually so she cannot watch  
23 Aeyani during school.  
24

25 ///

26 ///

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28 ///

1           21.     Brian is aware the school recommended an IEP for Aeyani.  
2 He does not know what IEP stands for but he is trying to get her tested further.  
3  
4 Brian also provides extra tutoring paid for by his mother. He figured if Aeyani  
5 had extra help she would not need an IEP. He was opposed to the IEP but told  
6 the Court he would get one if it was required.  
7

8           22.     Brian did not discuss the tutor with Raven because it was  
9 provided at his home. He claimed Aeyani was doing well in school thanks to  
10 his assistance, although the school still recommends an IEP.  
11

12           23.     He is a barber and pays \$200.00 a week for his chair rental.  
13 The owner of the barber shop did not reduce the rent based upon his current  
14 schedule. He reported a monthly income of \$1,800.00 on his most recent FDF.  
15  
16 Once Aeyani can attend school in person again, he can go back to the shop  
17 more.  
18

19           24.     He previously worked as a landscaper until he was injured in  
20 2018. He was unable to have surgery due to lack of insurance. He still does  
21 not have insurance for himself,  
22

23           25.     Raven has Aeyani insured under Medicaid. He does not have a  
24 copy of the card.  
25

26 ///

27 ///

28 ///

1           26.     There was a previous issue with Aeyani and her glasses she  
2 wears while on the computer or reading. Raven purchased the glasses but  
3 Aeyani was forgetting to take them back to her house. As a result, Aeyani now  
4 has a pair of glasses at each house.  
5

6           27.     Brian communicates with Raven about once a month. Trina  
7 communicates with her approximately once every other month. Either Brian,  
8 Trina or the two of them together drops off Aeyani.  
9

10          28.     Last summer, Trina was arrested for domestic violence. She  
11 would not calm down, so Brian called the police. Her children and Aeyani  
12 were present during the incident. He had his mother remove Aeyani from the  
13 house during the incident.  
14

15          29.     He obtained a protection order at that time on behalf of the  
16 children. However, he let Trina back in the house as soon as she was released  
17 from jail. . Brian is not concerned that another incident will occur again  
18 because he and Trina discussed it and it was smoothed out. Trina did not  
19 participate in any type of DV counseling.  
20

21          30.     Brian testified that Aeyani was with him on Christmas last  
22 year. Raven called and asked Aeyani what daddy got her for Christmas. Brian  
23 objected to the question and took the phone away from Aeyani and told Raven  
24 it was none of her business what Aeyani received for Christmas. When Raven  
25 asked Aeyani again what she got for Christmas, he hung up the phone.  
26  
27  
28

1           31.     Brian did not return Aeyani to Raven because he believed  
2 Aeyani could stay with him until Sunday due to a previous occasion when he  
3 let Aeyani stay with Raven a couple extra days.  
4

5           32.     Raven lives in a three bedroom, two bathroom house with  
6 Aeyoni and her other two children. Shamar (age 13) and Kayoni (age 5). Each  
7 child has a different father. She does not have a relationship with Shamar's  
8 father because of his drug issues. Her relationship with her former partner,  
9 Kayoni's mother Kim, is great.  
10

11           33.     Raven was laid off from her construction job in October of  
12 2020. She was earning \$14.00 an hour at that time. She currently receives  
13 foodstamps and Medicaid. Her fiancé works at the school district and assists  
14 with her bills although they do not live in the same house.  
15

16           34.     Raven testified that she met Brian while walking to the store  
17 when she was 16 years old. She believed he was in his 20s or 30s at the time.  
18 She discovered his real age during the course of this action. He is currently 42  
19 or 43 years old.  
20

21           35.     She did not know he was in a relationship until after she had  
22 Aeyani. His wife contacted her on Facebook and called her a homewrecker.  
23 She describes her relationship with Trina as poor.  
24

25  
26 ///

27  
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1           36.     Raven communicates through Trina multiple times each week.  
2 Trina told her to go through her and not Brian. She does not communicate  
3 with Brian because he talks to her like she is a kid and uses nasty slurs.  
4

5           37.     Brian had limited involvement with Aeyani for her first four  
6 years. He would see Aeyani for a couple hours once a month or every other  
7 month.  
8

9           38.     He became more involved when she started preschool, but then  
10 did not see her again until end of the second grade school year.  
11

12           39.     Raven maintained her same phone number. Brian was aware  
13 of her address when she moved because he showed up one day unannounced.  
14 He had a mean demeanor and demanded to see Aeyani. Raven told him no  
15 because he could not just pop up whenever he wanted.  
16

17           40.     She did not hear from him again until Brian filed the  
18 complaint. Brian then saw Aeyani approximately once a week until the Court  
19 expanded it to the current schedule.  
20

21           41.     Brian is rarely present for exchanges. Trina does most of the  
22 exchanges. When Raven asks Brian about it, Brian told her Trina goes because  
23 she is his wife.  
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1           42.     Raven stated she has communication issues with Brian. She  
2 did not have his number until he filed papers. She has to call the house phone  
3 or Brian's phone to talk to Aeyani. If she calls Brian's phone he does not  
4 answer and the house phone just rings. Brian never called Aeyani when she  
5 was in her care.  
6

7           43.     Brian changed Aeyani's name without her knowledge. She  
8 found out about it when she went to the school and was told no information  
9 would be provided until they had contacted Brian. The school later contacted  
10 her to tell her that Brian was trying to remove her from the contact list.  
11

12           44.     The school informed her that Aeyani has a learning disability  
13 and offered an IEP. She was in favor of the IEP but Brian and Trina refused to  
14 sign the papers. Brian believes that they could come together to take care of it  
15 instead.  
16

17           45.     Aeyani's grades have remained about the same. Aeyani has  
18 daily assignments she needs to complete. Raven helps her with her homework.  
19

20           46.     In regards to the glasses, she tried to share the glasses but  
21 Brian would not return the glasses at the exchanges. The glasses were at his  
22 house for over a month before he returned them.  
23

24           47.     Raven described an incident over this past Christmas when  
25 she called Aeyani. She asked her what Santa brought her for Christmas. Brian  
26 told her that it was none of her business and hung up the phone on her.  
27  
28

48. Raven requests the Court grant her primary custody with Aeyani in her care from Sunday to Friday after school.

49. Kim Hannah (“Kim”) testified that she shares a child, Keyoni, with Raven. She met Raven online. They are no longer in a relationship but they co-parent Keyoni together.

50. Kim witnessed the interactions between Brian and Raven. They did not communicate well. Brian would often talk over Raven and would not allow Raven to get her point across. Neither of them listened to the other.

51. Kim mediated communications between Brian, Raven and Trina. Kim also believes that Trina disliked Raven based upon her actions and words.

## CONCLUSIONS

Brian requests joint legal and joint physical custody of Aeyani. Raven requests joint legal and primary physical custody. The parties have a temporary custodial agreement pending resolution by the Court.

As to joint legal custody, NRS 125C.002 states:

1. When a court is making a determination regarding the legal custody of a child, there is a presumption, affecting the burden of proof, that joint legal custody would be in the best interest of a minor child if:

(a) The parents have agreed to an award of joint legal custody or so agree in open court at a hearing for the purpose of determining the legal custody of the minor child; or

/ / /

1 (b) A parent has demonstrated, or has attempted to demonstrate but  
2 has had his or her efforts frustrated by the other parent, an intent to  
3 establish a meaningful relationship with the minor child.

4 2. The court may award joint legal custody without awarding joint  
5 physical custody.

6 The parties agreed to an award of joint legal custody. However, the  
7 Court is extremely concerned about Brian's refusal to obtain the recommended  
8 IEP for Aeyani.

9 **THEREFORE, IT IS ORDERED** that both parties shall be awarded  
10 joint legal custody of the minor child, Aeyani.

11 **IT IS FURTHER ORDERED** that should Brian and Raven disagree  
12 in regards to Aeyani's educational needs, Raven shall have the discretion to  
13 make the final determination.  
14

15 The Court must next consider presumptions against joint physical  
16 custody pursuant to NRS 125C.003 which states in relevant part:  
17

18 ***Best interests of child: Primary physical custody;***  
19 ***presumptions; child born out of wedlock.***

20 1. *A court may award primary physical custody to a parent if*  
21 *the court determines that joint physical custody is not in the*  
22 *best interest of a child. An award of joint physical custody is*  
23 *presumed not to be in the best interest of the child if:*

24 *(a) The court determines by substantial evidence that a parent is*  
25 *unable to adequately care for a minor child for at least 146 days*  
26 *of the year;*

27 *(b) A child is born out of wedlock and the provisions of*  
28 *subsection 2 are applicable; or*

/ / /



1       (c) Except as otherwise provided in subsection 6 of NRS  
2       125C.0035 or NRS 125C.210, there has been a determination by  
3       the court after an evidentiary hearing and finding by clear and  
4       convincing evidence that a parent has engaged in one or more  
5       acts of domestic violence against the child, a parent of the child  
6       or any other person residing with the child. The presumption  
7       created by this paragraph is a rebuttable presumption.

8       2. A court may award primary physical custody of a child born  
9       out of wedlock to:

10      (a) The mother of the child if:

11      (1) The mother has not married the father of the child;

12      (2) A judgment or order of a court, or a judgment or order  
13      entered pursuant to an expedited process, determining the  
14      paternity of the child has not been entered; and

15      (3) The father of the child:

16      (I) Is not subject to any presumption of paternity under NRS  
17      126.051;

18      (II) Has never acknowledged paternity pursuant to NRS 126.053;  
19      or

20      (III) Has had actual knowledge of his paternity but has  
21      abandoned the child.

22       Prior to filing the present action, Brian had limited contact with  
23       Aeyani. He did not care for Aeyani at least 146 days of the year. After he  
24       filed the present action, the Court granted temporary Joint Legal and Joint  
25       Physical custody on October 3, 2019, when Raven did not appear at the  
26       hearing. It is undisputed that her failure to appear was due to Brian not  
27       including her apartment number when he mailed her the motion. The Court  
28       notes that Brian incorrectly included her apartment number on his certificate of  
29       service.

30       ///

31       ///

1 Since that time, Aeyani has been in Brian's care from Sunday at 9:00  
2 a.m. to Wednesday at 6:00 p.m. which constitutes of 146 days in the past year.  
3  
4 Therefore, Raven has not established primary physical custody for Aeyani.

5 However, joint physical custody is not automatically granted. As  
6 further outlined below, the Court does not find that joint physical custody is in  
7  
8 Aeyani's best interest. The Court must consider the best interests of the  
9 parties' children by considering the factors established under NRS  
10 125C.0035(4):  
11

12 *4. In determining the best interest of the child, the court shall*  
13 *consider and set forth its specific findings concerning, among*  
14 *other things:*

15 *(a) The wishes of the child if the child is of sufficient age and*  
16 *capacity to form an intelligent preference as to his or her*  
17 *physical custody.*

18 At 8 years of age, Aeyani is not of sufficient age and capacity to form  
19 an intelligent preference as to her physical custody.

20 *(b) Any nomination of a guardian for the child by a parent.*

21 Nomination of guardianship is not relevant in these proceedings  
22  
23 between two parents and not involving a third party.

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

4           This factor is in Raven's favor. Raven testified that she is unable to  
5           contact Aeyani when she is in Brian's care. She has to call the house phone,  
6           which usually just rings, or Brian's phone, which he usually does not answer.  
7           Additionally, on Christmas, when Raven asked Aeyani what she received for  
8           Christmas, Brian told Raven it was none of her business and hung up on her.  
9

10  
11           (d) *The level of conflict between the parents.*

12           The Court finds in favor of Raven. Kim testified that neither Brian nor  
13           Raven listen to each other. The Court questions Brian's ability to co-parent.  
14           Additionally, the Court does not find Brian credible in regards to his  
15           involvement with Aeyani.  
16

17  
18           First, the Court questions Brian's initial Motion and Notice of Motion  
19           for Temporary Custody filed on September 26, 2019. His Certificate of  
20           Service details service on Raven at her address and lists her apartment number.  
21           The Certificate of Mailing, however, left off her apartment number. When  
22           Raven failed to appear at the hearing, or file an opposition to the unserved  
23           motion, Brian obtained temporary joint legal, joint physical custody and  
24           adding his name to the birth certificate. Brian was instructed to prepare the  
25           Order, which was signed by the Court (prior to reassignment to this  
26           Order, which was signed by the Court (prior to reassignment to this  
27           Order, which was signed by the Court (prior to reassignment to this  
28

1 department). Brian then filed a separate order to change Aeyani's name with  
2 no notice to Raven and no motion to do so. Due to an oversight, the Order was  
3 signed. He never filed the Notice of Entry of Order for the name change,  
4 although he filed the Notice of Entry of Order from the October 3, 2019  
5 hearing.  
6

7  
8 Brian then took the Order for the name change, of which it is  
9 undisputed that Raven did not have notice of at this time, and changed  
10 Aeyani's name at the school because it was now important to him that she had  
11 his name. The Court is extremely concerned at the deceptive actions of Brian  
12 over both the motion and subsequent orders.  
13

14 The credible evidence presented to the Court demonstrates that Brian  
15 has passed over the majority of communications with Raven to his wife, Trina.  
16 Raven and Kim both testified as to the animosity of Trina towards Raven.  
17 Raven's first interaction with Trina was when she contacted her to call her a  
18 homewrecker after Aeyani was born. Trina is present for exchanges and even  
19 told Raven that all communications were to go through her. This unnecessarily  
20 creates additional conflict.  
21  
22

23  
24 *(f) The mental and physical health of the parents.*

25 The Court did not receive any credible evidence that suggests either  
26 party presently suffers any physical or mental health issues that prevent them  
27 from being able to parent the children.  
28

1           (g) *The physical, developmental and emotional needs of the*  
2           *child.*

3           The Court finds this factor to be in favor of Raven. The Court is  
4  
5 extremely concerned that Brian refused the recommendation of the school  
6 district for an IEP. He did not research the issue as evidenced by the fact that  
7 he was unsure what an IEP was or the purpose of an IEP. Raven testified that  
8 he and Trina decided that Aeyani should not have an IEP. This is not in the  
9 best interest of Aeyani's developmental needs.  
10

11           (h) *The nature of the relationship of the child with each parent.*  
12

13           The Court is persuaded from the evidence as a whole that both  
14 parents testified that they had a good relationship with Aeyani. This factor  
15 favors both parents.  
16

17           (i) *The ability of the child to maintain a relationship with any*  
18           *sibling.*

19           The Court finds this factor is neutral but leans slightly towards Raven.  
20  
21 She describes a good relationship between Aeyani and her other siblings.  
22 Brian has five stepchildren but he did not testify as to Aeyani's relationship  
23 with any of them.  
24

25           (j) *Any history of parental abuse or neglect of the child or a*  
26           *sibling of the child.*

27           The Court received competent evidence that Brian's refusal to approve  
28 an IEP for Aeyani could be considered educational neglect.

1       (k) Whether either parent or any other person seeking physical  
2 custody has engaged in an act of domestic violence against the  
3 child, a parent of the child or any other person residing with the  
4 child.

5       There was no credible evidence in regards to this factor. However, the  
6 Court is extremely concerned that after Trina was arrested on a domestic  
7 violence related charge, Brian obtained a Temporary Protection Order. Aeyani  
8 was present during the incident, and Brian had to call his mother to remove her  
9 from the situation. Brian found it necessary to obtain the temporary protection  
10 order, yet allowed Trina back into the same house, with the children, when she  
11 was released from custody after the incident.  
12

14       (l) Whether either parent or any other person seeking physical  
15 custody has committed any act of abduction against the child or  
16 any other child.

17       The Court did not find Brian credible when he testified that Raven left  
18 with Aeyani and he was unable to locate them. Brian claimed he did not have  
19 a social media account to try and locate her. Yet, his wife was able to contact  
20 her via Facebook to call her a homewrecker. The undisputed evidence  
21 presented to the Court demonstrated that Brian had contact with Raven prior to  
22 filing the present action.  
23

25       ///

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1           The Court found Raven credible that Brian located her two years prior  
2 to filing the present action. Brian did not dispute the fact that he approached  
3 her at her residence. The Court did not receive evidence that either parent  
4 committed any act of abduction.  
5

6           Based upon the totality of the evidence received and as outlined above,  
7 the Court concludes that an award of joint physical custody is not in Aeyani's  
8 best interest. The Court therefore, awards primary physical custody to Raven.  
9

10           In regards to child support, NAC 425.115 states:  
11

12           ***Determination of child support obligation in accordance with***  
13 ***guidelines if no stipulation; adjustment of obligation based upon type***  
14 ***of custody held by parent.***

15           1. *If the parties do not stipulate to a child support obligation pursuant*  
16 *to NAC 425.110, the court must determine the child support*  
17 *obligation in accordance with the guidelines set forth in this chapter.*

18           2. *If a party has primary physical custody of a child, he or she is*  
19 *deemed to be the obligee and the other party is deemed to be the*  
20 *obligor, and the child support obligation of the obligor must be*  
21 *determined.*

22           Brian filed a Financial Disclosure that outlined his current monthly  
23 income of \$1,800.00 per month. Therefore, Brian's monthly obligation is  
24 \$288.00 per month, payable on the first of every month.  
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**ORDER**

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Brian and Raven shall share Joint Legal Custody of Aeyani as follows:

- A. The parties shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child.
- B. The parties shall have access to medical and school records pertaining to the child and be permitted to independently consult with any and all professionals involved with the child.
- C. The parties shall participate in decisions regarding all schools attended, and all providers of child care of the parties' minor child.
- D. Each party shall be empowered to obtain emergency health care for the child 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 child.

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1 E. Each party is to provide the other party, upon receipt,  
2 information concerning the well-being of the child, including, but not  
3 limited to, copies of report cards; school meeting notices; vacation  
4 schedules; class programs; requests for conferences; results of  
5 standardized or diagnostic tests; notices of activities involving the  
6 child; samples of school work; order forms for school pictures; all  
7 communications from health care providers; the names, addresses, and  
8 telephone numbers of all schools, health care providers, regular day  
9 care providers and counselors.  
10

11  
12  
13 F. Each party is to advise the other party of the school, athletic,  
14 and social events in which the child participates. Both parties may  
15 participate in activities for the child, such as open house, attendance at  
16 an athletic event, etc.  
17

18 G. Each party is to provide the other party with the address and  
19 telephone number at which the minor child resides, and to notify the  
20 other party prior to any change of address and provide the telephone  
21 number as soon as it is assigned.  
22

23  
24 H. Each party is to provide the other party with a travel itinerary  
25 and, whenever reasonably possible, telephone numbers and addresses  
26 at which the child can be reached whenever the child will be away  
27 from the parties' home for a period of two (2) nights or more.  
28

1 I. Each party shall be entitled to reasonable telephone  
2 communication with the child. Each party is restrained from  
3 unreasonably interfering with the child's right to privacy during such  
4 telephone conversation. Telephone conversations shall be initiated  
5 either by the child or parent and are to occur during reasonable  
6 household hours.  
7

9 J. In the event the parties cannot reach an agreement in regards to  
10 Aeyani's educational needs, Raven shall have discretion to make the  
11 determination related to her education.  
12

13 **IT IS FURTHER ORDERED** that Raven shall exercise Primary  
14 Physical Custody of Aeyani.  
15

16 **IT IS FURTHER ORDERED** that Aeyani's timeshare shall be as  
17 follows:  
18

19 Aeyani shall reside with Brian from Saturday 6:00 p.m. to Monday  
20 after school or 6:00 p.m. if school not in session. Aeyani shall reside with  
21 Raven the remainder of the time.  
22

23 **IT IS FURTHER ORDERED** that the receiving parent shall provide  
24 the transportation for the child custody exchange. No other person shall be  
25 present at the child custody exchanges.  
26

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1           **IT IS FURTHER ORDERED** that the non-custodial parent shall have  
2 daily communication with Aeyani by phone or video each evening between  
3 7:00 p.m. and 7:30 p.m. unsupervised by the other parent.  
4

5           **IT IS FURTHER ORDERED** that the parties will follow the  
6 Department I Holiday Schedule outlined in Exhibit 1.  
7

8           **IT IS FURTHER ORDERED** that all significant others shall remain  
9 in the background and shall not be allowed to interfere in communications  
10 between the parties. They shall not be permitted to participate in the kind of  
11 activities in which legal custody is required such as a health care appointment,  
12 a parent/teacher conference, etc. They shall, however, be permitted to attend  
13 public events such as a performance or school event. Neither parent may allow  
14 anyone else to share the title “mom,” “mother,” “mommy,” “dad,” “father,”  
15 “daddy,” or anything else similar.  
16  
17

18           **IT IS FURTHER ORDERED** that Brian’s child support from the  
19 date of this Order forward shall be \$288.00 due the first of every month and  
20 shall continue until Aeyani reaches the age of majority or graduates high  
21 school whichever is later but only until age 19.  
22  
23

24           **IT IS FURTHER ORDERED** that Aeyani is currently on Medicaid.  
25 If health insurance becomes available for Aeyani, parents shall split the cost of  
26 the insurance.  
27

28     ///

1           **IT IS FURTHER ORDERED** that any unreimbursed medical, dental,  
2 optical, orthodontic or other health related expenses incurred for the minor  
3 child shall be divided equally between the parties. Either party incurring an  
4 out-of-pocket health care expense shall provide a copy of the paid invoice/  
5 receipt to the other party within 30 days of incurring such expense. If the  
6 invoice/receipt is not tendered within the thirty day period, the Court may  
7 consider it as a waiver of reimbursement. The other party will then have 30  
8 days from receipt within which to dispute the expense in writing or reimburse  
9 the incurring party for one-half of the expense. If not disputed or paid within  
10 the 30 day period, the party may be subject to a finding of contempt and  
11 appropriate sanctions.  
12

13           **IT IS FURTHER ORDERED** that for the tax year 2020 forward,  
14 Raven shall be entitled to claim Aeyani as a tax dependent.  
15

16           **IT IS FURTHER ORDERED** that the parties shall exchange their  
17 tax returns, together with all schedules and forms, no later than April 30  
18 annually for the purpose of determining whether there has been a change in  
19 circumstance justifying revisiting the child support obligation.  
20

21           **IT IS FURTHER ORDERED** that counsel shall submit requests for  
22 attorney's fees pursuant to NCP 54(b).  
23

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

**NOTICE IS HEREBY GIVEN** that pursuant to NRS  
25C.0045(7)(8): The terms of the Hague Convention of October 25, 1980,  
adopted by the 14th Session of the Hague Conference on Private International  
Law, apply if a parent abducts or wrongfully retains a child in a foreign  
country as follows:

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 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.

///
///

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

13 **NOTICE IS HEREBY GIVEN** that, pursuant to NRS  
14 125C.0065:

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

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

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

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

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

(b) For the purpose of harassing the relocating parent.

3. A parent who relocates with a child pursuant to this section  
before the court enters an order granting the parent primary  
physical custody of the child and permission to relocate with  
the child is subject to the provisions of NRS 200.359.

1           **NOTICE IS HEREBY GIVEN** that the non-custodial parent may  
2 be subject to the withholding of wages and commissions for delinquent  
3 payments of support pursuant to NRS 31A.010, *et. seq.* and NRS 125.007.  
4

5           **NOTICE IS HEREBY GIVEN** that pursuant to NRS 125B.145, the  
6 parties may request a review of child support every three years, or at any time  
7 upon changed circumstances.  
8

9           **NOTICE IS HEREBY GIVEN** that both parties shall submit the  
10 information required by NRS125B.055, NRS 125.30 and NRS 125.230 on a  
11 separate form to the Court and to the Welfare Division of the Department of  
12 Human Resources within ten days from the date this Order is filed. Such  
13 information shall be maintained by the Clerk in a confidential manner and not  
14 part of the public record. The parties shall update the information filed with  
15 the Court and the Welfare Division of the Department of Human Resources  
16 within ten days should any of that information become inaccurate.  
17  
18  
19

20           **NOTICE IS HEREBY GIVEN** that if you want to adjust the  
21 amount of child support established in this order, you **MUST** file a motion to  
22 modify the order with or submit a stipulation to the court. If a motion to  
23 modify the order is not filed or a stipulation is not submitted, the child support  
24 obligation established in this order will continue until such time as all children  
25 who are the subject of this order reach 18 years of age or, if the youngest child  
26 who is subject to this order is still in high school when he or she reaches 18  
27  
28

1 years of age, when the child graduates from high school or reaches 19 years of  
2 age, whichever comes first. Unless the parties agree otherwise in a stipulation,  
3 any modification made pursuant to a motion to modify the order will be  
4 effective as of the date the motion was filed.  
5

6 **IT IS FURTHER ORDERED** that counsel may submit requests for  
7 attorney's fees under NRCP 54(b).  
8

9 **IT IS FURTHER ORDERED** that Raven shall file the Notice of  
10 Entry of this Decision and Order with the Court upon receipt of the filed  
11 stamped document.  
12

13 Dated this 1st day of March, 2021

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15 \_\_\_\_\_  
16

17 AFA D90 38D9 BE2C  
18 Sunny Bailey  
19 District Court Judge  
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## **Exhibit 1**

***Eighth Judicial District Court  
Department I – Family Division  
Holiday and Vacation Plan***

This schedule shall remain in effect unless: (1) the parties agree in writing, signed by both parties, to an alternate schedule; or (2) by subsequent order of the Court.

***Precedence:***

The *holiday* schedule shall take precedence over *vacation* periods; and *vacation* periods shall take precedence over regular timeshare periods. Where there is an overlap of conflicting holidays, the following priority shall prevail:

	<u>Odd Year</u>	<u>Even Year</u>
Overlap Precedent	DAD	MOM

***Weekend Holidays***

The parents will share weekend holidays based on the following schedule. The holiday weekend begins upon the release of school for the holiday period and continues until the morning school resumes following the holiday, at the first morning bell, unless otherwise noted. In the event that school is not in session, the following holiday time will begin on Friday at 3:00 p.m., and continue until 9:00 a.m., on the first weekday following the holiday.

	<u>Odd Year</u>	<u>Even Year</u>
Martin Luther King Day Weekend	MOM	DAD
President's Day Weekend	DAD	MOM
Mother's Day Weekend	MOM	MOM
Memorial Day Weekend	MOM	DAD
Father's Day Weekend	DAD	DAD
Independence Day <sup>1</sup>	DAD	MOM
Labor Day Weekend	MOM	DAD
Nevada Admission Day Weekend	DAD	MOM

<sup>1</sup> Independence Day will include the weekend if the holiday occurs on a Friday, Saturday, Sunday or Monday of any given year. In the event the holiday occurs on Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on July 3<sup>rd</sup> and continue until July 5<sup>th</sup> at 9:00 a.m.

	<u>Odd Year</u>	<u>Even Year</u>
Halloween Day <sup>2</sup>	DAD	MOM
Veterans' Day Weekend <sup>3</sup>	MOM	DAD

#### ***Birthdays***

The parents will share birthdays based on the schedule set forth below. The birthday schedule will begin after school on the birthday (or if school is not in session, at 9:00 a.m.) and continue until the morning following the birthday at 9:00 a.m., or when school begins, at the first morning bell, if school is in session, when the regular residential schedule will resume. The designated parent shall be entitled to have ALL of the parties' children in his/her care during the birthday period.

	<u>Odd Year</u>	<u>Even Year</u>
Children's Birthdays	MOM	DAD

#### ***Easter/Spring Break***

The parents will share the Easter/Spring Break based on the following schedule, with the holiday period to begin upon the release of school for the holiday period and continue until school resumes following the Spring Break at the first morning bell.

	<u>Odd Year</u>	<u>Even Year</u>
Easter/Spring Break	DAD	MOM

#### ***Thanksgiving***

The parents will share the Thanksgiving Break based on the following schedule, with the holiday period to begin upon the release of school before Thanksgiving and shall continue until school resumes following the holiday.

	<u>Odd Year</u>	<u>Even Year</u>
Thanksgiving Break	MOM	DAD

#### ***Winter Break***

The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the

<sup>2</sup> Halloween will be celebrated as a one day holiday, beginning upon the release of school, or 9:00 a.m., if school is not in session, and continuing until the next morning when school resumes or 9:00 a.m., if school is not in session.

<sup>3</sup> Veterans' Day will include the weekend if it is attached to a weekend holiday period. In the event the holiday is celebrated as a one-day holiday by the school district, it shall begin at 9:00 a.m. on November 11<sup>th</sup> and continue until November 12<sup>th</sup> at 9:00 a.m. In the event the school district does not provide a release from school for Veterans' Day, neither party shall be entitled to a variance from the regular timeshare for this holiday period.

1 school calendar releases for the break and shall continue until December 26<sup>th</sup> at  
2 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue  
3 until school resumes following the Winter Break.

	<u>Odd Year</u>	<u>Even Year</u>
4 First Segment/Christmas	DAD	MOM
5 Second Segment/New Year's	MOM	DAD

6 ***Religious Holidays***

7 When parents do not share the same religious beliefs, each parent shall have  
8 the right to provide religious instruction of their choosing to the child(ren).  
9 When both parents are of the same faith, both parents shall have the  
10 opportunity to enjoy the right to celebrate a religious holiday with the  
11 child(ren) on an alternating year basis. The following sample religious holiday  
12 schedules are intended to provide examples of shared holiday schedules for  
13 religious holidays and apply *only if* one or both parents have traditionally  
14 celebrated such holidays with the parties' child(ren):

14 ***Sample Jewish Holiday***

15 The following holidays begin upon the release of school before the holiday  
16 period, or if school is not in session at 3:00 p.m., and continue as designated  
17 until school resumes the day after the holiday period, or if school is not in  
18 session at 9:00 a.m.:

	<u>Odd Year</u>	<u>Even Year</u>
18 Passover [1 <sup>st</sup> two nights]	DAD	MOM
19 Rosh Hashanah [2 day holiday]	MOM	DAD
20 Yom Kippur [One day holiday]	DAD	MOM
21 Purim [One day holiday]	MOM	DAD
22 Sukkot [1 <sup>st</sup> two nights]	DAD	MOM
23 Hanukkah [1 <sup>st</sup> two nights]	MOM	DAD

26 ....

***Sample Baha'i Holy Days and Commemorative Days***

The following holidays, when work is to be suspended, begin upon the release of school before the holiday period, or if school is not in session at 3:00 p.m., and continue as designated until school resumes the day after the holiday period, or if school is not in session at 9:00 a.m.:

	<u>Odd Year</u>	<u>Even Year</u>
Naw-Ruz March 21	DAD	MOM
Festival of Ridvan April 21	MOM	DAD
Declaration of the Bab May 23	DAD	MOM
Ascension of Baha'u'llah May 29	MOM	DAD
Martyrdom of Bab July 9	DAD	MOM
Birth of the Bab October 20	MOM	DAD
Birth of Baha'u'llah November 12	DAD	MOM

***Summer/Track Vacation***

Each parent shall have on fourteen (14) day uninterrupted summer timeshare with the child(ren) per year during the period of summer or track release for the Clark County School District. The fourteen (14) day period may not be added to regular timeshare dates to extend a parent's summer vacation beyond fourteen (14) days without the written consent of the other party.

The parent with selection priority shall provide notice of his/her summer vacation dates in writing via email by March 1<sup>st</sup> with the other parent providing notice of her/his summer vacation dates in writing via email by March 15<sup>th</sup>. Track vacation dates must be designated at least thirty (30) days before the track break begins. Failure to provide notice of summer/track vacation dates by deadline provided shall constitute a waiver of priority and the other party shall have the right to provide written notice of his/her summer/track vacations dates, which shall take precedence for that year only. If a party does not provide written notice of his or her vacation dates by May 1<sup>st</sup>, that party shall have waived his/her right to exercise a vacation period for that year only.

	<u>Odd Year</u>	<u>Even Year</u>
Vacation Selection Priority	DAD	MOM

1 ***Year-Round School***

2 In the event the parties' child(ren) attend year round school, the regular  
3 timeshare shall continue during all track breaks unless: (1) either party has  
4 designated a vacation period, as set forth above, or (2) otherwise agreed in a  
writing signed by both parties.

5 ***In-Service/Professional Development Days***

6 Undesignated school holidays shall follow the parties' regular timeshare  
7 schedule. However, in the event an in-service day is attached to a weekend or  
8 other holiday period, the undesignated holiday shall attach to the weekend or  
9 other holiday period and the parent assigned the weekend or holiday period  
(including any undesignated period) until school resumes following the  
weekend or other holiday period, at the first morning bell.

10 ***Transportation***

11 The receiving parent shall be responsible for providing transportation, unless  
12 otherwise ordered by the Court.

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Brian Lee Whittle, Plaintiff.

CASE NO: D-19-591074-C

7 vs.

DEPT. NO. Department I

8 Raven Morris, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/1/2021

15 Kenneth Robbins, Esq.

FamilyFirst@HalfPriceLawyers.com

16 Brian Whittle

Whittle.bw@gmail.com  
17  
18  
19  
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1 NEOJ  
Kenneth M. Robbins, Esq.  
2 Nevada Bar #13572  
732 South 6<sup>th</sup> Street, Suite #100  
3 Las Vegas, NV 89101  
(702) 400-0000 Telephone  
4 (702) 425-1156 Facsimile  
FamilyFirst@HalfPriceLawyers.com  
5 "Unbundled" Attorney for Defendant

6  
7 **DISTRICT COURT**  
**FAMILY DIVISION**  
8 **CLARK COUNTY, NEVADA**

9 BRIAN LEE WHITTLE,

10 Plaintiff,

11 vs.

12 RAVEN MORRIS,

13 Defendant

)  
) Case No.: D-19-591074-C  
)  
) Dept. No.: I  
)

) **NOTICE OF ENTRY OF DECISION**  
) **AND ORDER**  
)

14  
15 PLEASE TAKE NOTICE that the **Decision and Order** was entered in the above-  
16 entitled action on the 1<sup>st</sup> day of March, 2021; a copy of which is attached hereto and made  
17 apart hereof.

18  
19 Dated this 2<sup>nd</sup> day of March, 2021.

20 /s/Kenneth M. Robbins, Esq.

21 Kenneth M. Robbins, Esq.

22 Nevada Bar #13572

"Unbundled" Attorney for Defendant



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Raven Morris  
4980 E Owens Avenue  
Apartment 1E  
Las Vegas NV 89110  
*Defendant*

Dated this 2<sup>nd</sup> day of March, 2020.

/s/ Ariana Centeno  
Legal Assistant

1 **DAO**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5 \*\*\*\*\*

6 BRIAN LEE WHITTLE,

CASE NO.: D-19-591074-C

7 Plaintiff,

DEPT: I

8  
9 vs.

DATE OF HEARING: 02/18/2021

10 RAVEN MORRIS,

TIME OF HEARING: 9:00 A.M

11 Defendant.  
12

13 **DECISION AND ORDER**

14  
15 THIS MATTER came before the Court for Evidentiary Hearing on  
16 February 18, 2021. Plaintiff, Brian Lee Whittle ("Brian"), appeared pro per  
17 over the *Blue Jeans* video application and Defendant, Raven Morris ("Raven")  
18 appeared represented by Kenneth Robbins, Esq., over the *Blue Jeans* video  
19 application. The Court heard the testimony from the parties. The Court after  
20 reviewing the pleadings and papers on file herein, and after considering and  
21 weighing the credibility of the parties, and good cause appearing issues its  
22  
23 *Findings of Fact, Conclusions of Law, and Orders* as set forth herein.  
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1           9.       Trina was upset when she was told about Aeyani but she has  
2 been supportive of his relationship with Aeyani. He describes their  
3 relationship as good at this time.  
4

5           10.      He loves his daughter and testified that they did everything  
6 together from day one until Aeyani finished kindergarten.  
7

8           11.      Raven's grandmother left town and Raven left as well. He lost  
9 contact with Raven and Aeyani.  
10

11           12.      Brian contacted Raven's brothers and cousins and left  
12 messages for her to call him. He claimed he did not have her phone number.  
13 He is not on social media so he could not contact her by that method.  
14

15           13.      Brian also went to the school but Aeyani was not there. The  
16 school refused to give him any information because he did not have legal  
17 documents.  
18

19           14.      He did not file anything with the courts because he figured he  
20 needed to find her to serve her with complaint and he could not locate her.  
21

22           15.      He found her once but she would not let him see Aeyani.  
23 Raven did give him Aeyani's phone number. He was able to visit her once at a  
24 McDonalds.  
25

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1           16.     He found her in 2017 at the end of the school year. He hired  
2 someone to serve her papers when she told him that he could not see Aeyani.  
3  
4 They went to mediation and were supposed to return to court. Raven did not  
5 appear because the notice was sent to an address that did not include her  
6 apartment number.  
7

8           17.     He and Raven used to get along well, but now she is against  
9 everything he presents to her. He signed up for the communication app, but  
10 she did not, although, the only communication between them is about school.  
11

12           18.     Brian wants Aeyani to get to know his side of the family and  
13 would like to be part of making decisions.  
14

15           19.     The current schedule is Sunday at 9:00 a.m. – Wednesday at  
16 6:00 p.m. Brian believes Aeyani is flourishing on the current schedule. When  
17 Aeyani is with his family, they do school work, go outside and ride bikes,  
18 movies and church.  
19

20           20.     Brian currently only works Thursdays, Fridays and Saturdays  
21 due to distance learning. He wants to be with Aeyani to make sure she gets to  
22 her classes. His stepdaughter is attending college virtually so she cannot watch  
23 Aeyani during school.  
24

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1           21.     Brian is aware the school recommended an IEP for Aeyani.  
2 He does not know what IEP stands for but he is trying to get her tested further.  
3  
4 Brian also provides extra tutoring paid for by his mother. He figured if Aeyani  
5 had extra help she would not need an IEP. He was opposed to the IEP but told  
6 the Court he would get one if it was required.  
7

8           22.     Brian did not discuss the tutor with Raven because it was  
9 provided at his home. He claimed Aeyani was doing well in school thanks to  
10 his assistance, although the school still recommends an IEP.  
11

12           23.     He is a barber and pays \$200.00 a week for his chair rental.  
13 The owner of the barber shop did not reduce the rent based upon his current  
14 schedule. He reported a monthly income of \$1,800.00 on his most recent FDF.  
15  
16 Once Aeyani can attend school in person again, he can go back to the shop  
17 more.  
18

19           24.     He previously worked as a landscaper until he was injured in  
20 2018. He was unable to have surgery due to lack of insurance. He still does  
21 not have insurance for himself,  
22

23           25.     Raven has Aeyani insured under Medicaid. He does not have a  
24 copy of the card.  
25

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1           26.     There was a previous issue with Aeyani and her glasses she  
2 wears while on the computer or reading. Raven purchased the glasses but  
3 Aeyani was forgetting to take them back to her house. As a result, Aeyani now  
4 has a pair of glasses at each house.  
5

6           27.     Brian communicates with Raven about once a month. Trina  
7 communicates with her approximately once every other month. Either Brian,  
8 Trina or the two of them together drops off Aeyani.  
9

10          28.     Last summer, Trina was arrested for domestic violence. She  
11 would not calm down, so Brian called the police. Her children and Aeyani  
12 were present during the incident. He had his mother remove Aeyani from the  
13 house during the incident.  
14

15          29.     He obtained a protection order at that time on behalf of the  
16 children. However, he let Trina back in the house as soon as she was released  
17 from jail. . Brian is not concerned that another incident will occur again  
18 because he and Trina discussed it and it was smoothed out. Trina did not  
19 participate in any type of DV counseling.  
20

21          30.     Brian testified that Aeyani was with him on Christmas last  
22 year. Raven called and asked Aeyani what daddy got her for Christmas. Brian  
23 objected to the question and took the phone away from Aeyani and told Raven  
24 it was none of her business what Aeyani received for Christmas. When Raven  
25 asked Aeyani again what she got for Christmas, he hung up the phone.  
26  
27  
28

1           31.     Brian did not return Aeyani to Raven because he believed  
2 Aeyani could stay with him until Sunday due to a previous occasion when he  
3 let Aeyani stay with Raven a couple extra days.  
4

5           32.     Raven lives in a three bedroom, two bathroom house with  
6 Aeyoni and her other two children. Shamar (age 13) and Kayoni (age 5). Each  
7 child has a different father. She does not have a relationship with Shamar's  
8 father because of his drug issues. Her relationship with her former partner,  
9 Kayoni's mother Kim, is great.  
10

11           33.     Raven was laid off from her construction job in October of  
12 2020. She was earning \$14.00 an hour at that time. She currently receives  
13 foodstamps and Medicaid. Her fiancé works at the school district and assists  
14 with her bills although they do not live in the same house.  
15  
16

17           34.     Raven testified that she met Brian while walking to the store  
18 when she was 16 years old. She believed he was in his 20s or 30s at the time.  
19 She discovered his real age during the course of this action. He is currently 42  
20 or 43 years old.  
21

22           35.     She did not know he was in a relationship until after she had  
23 Aeyani. His wife contacted her on Facebook and called her a homewrecker.  
24 She describes her relationship with Trina as poor.  
25

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1           36.     Raven communicates through Trina multiple times each week.  
2 Trina told her to go through her and not Brian. She does not communicate  
3 with Brian because he talks to her like she is a kid and uses nasty slurs.  
4

5           37.     Brian had limited involvement with Aeyani for her first four  
6 years. He would see Aeyani for a couple hours once a month or every other  
7 month.  
8

9           38.     He became more involved when she started preschool, but then  
10 did not see her again until end of the second grade school year.  
11

12           39.     Raven maintained her same phone number. Brian was aware  
13 of her address when she moved because he showed up one day unannounced.  
14 He had a mean demeanor and demanded to see Aeyani. Raven told him no  
15 because he could not just pop up whenever he wanted.  
16

17           40.     She did not hear from him again until Brian filed the  
18 complaint. Brian then saw Aeyani approximately once a week until the Court  
19 expanded it to the current schedule.  
20

21           41.     Brian is rarely present for exchanges. Trina does most of the  
22 exchanges. When Raven asks Brian about it, Brian told her Trina goes because  
23 she is his wife.  
24

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1           42.     Raven stated she has communication issues with Brian. She  
2 did not have his number until he filed papers. She has to call the house phone  
3 or Brian's phone to talk to Aeyani. If she calls Brian's phone he does not  
4 answer and the house phone just rings. Brian never called Aeyani when she  
5 was in her care.  
6

7           43.     Brian changed Aeyani's name without her knowledge. She  
8 found out about it when she went to the school and was told no information  
9 would be provided until they had contacted Brian. The school later contacted  
10 her to tell her that Brian was trying to remove her from the contact list.  
11

12           44.     The school informed her that Aeyani has a learning disability  
13 and offered an IEP. She was in favor of the IEP but Brian and Trina refused to  
14 sign the papers. Brian believes that they could come together to take care of it  
15 instead.  
16

17           45.     Aeyani's grades have remained about the same. Aeyani has  
18 daily assignments she needs to complete. Raven helps her with her homework.  
19

20           46.     In regards to the glasses, she tried to share the glasses but  
21 Brian would not return the glasses at the exchanges. The glasses were at his  
22 house for over a month before he returned them.  
23

24           47.     Raven described an incident over this past Christmas when  
25 she called Aeyani. She asked her what Santa brought her for Christmas. Brian  
26 told her that it was none of her business and hung up the phone on her.  
27  
28

48. Raven requests the Court grant her primary custody with Aeyani in her care from Sunday to Friday after school.

49. Kim Hannah (“Kim”) testified that she shares a child, Keyoni, with Raven. She met Raven online. They are no longer in a relationship but they co-parent Keyoni together.

50. Kim witnessed the interactions between Brian and Raven. They did not communicate well. Brian would often talk over Raven and would not allow Raven to get her point across. Neither of them listened to the other.

51. Kim mediated communications between Brian, Raven and Trina. Kim also believes that Trina disliked Raven based upon her actions and words.

## CONCLUSIONS

Brian requests joint legal and joint physical custody of Aeyani. Raven requests joint legal and primary physical custody. The parties have a temporary custodial agreement pending resolution by the Court.

As to joint legal custody, NRS 125C.002 states:

1. When a court is making a determination regarding the legal custody of a child, there is a presumption, affecting the burden of proof, that joint legal custody would be in the best interest of a minor child if:

(a) The parents have agreed to an award of joint legal custody or so agree in open court at a hearing for the purpose of determining the legal custody of the minor child; or

/ / /

1 (b) A parent has demonstrated, or has attempted to demonstrate but  
2 has had his or her efforts frustrated by the other parent, an intent to  
3 establish a meaningful relationship with the minor child.

4 2. The court may award joint legal custody without awarding joint  
5 physical custody.

6 The parties agreed to an award of joint legal custody. However, the  
7 Court is extremely concerned about Brian's refusal to obtain the recommended  
8 IEP for Aeyani.

9 **THEREFORE, IT IS ORDERED** that both parties shall be awarded  
10 joint legal custody of the minor child, Aeyani.

11 **IT IS FURTHER ORDERED** that should Brian and Raven disagree  
12 in regards to Aeyani's educational needs, Raven shall have the discretion to  
13 make the final determination.  
14

15 The Court must next consider presumptions against joint physical  
16 custody pursuant to NRS 125C.003 which states in relevant part:  
17

18 ***Best interests of child: Primary physical custody;***  
19 ***presumptions; child born out of wedlock.***

20 1. *A court may award primary physical custody to a parent if*  
21 *the court determines that joint physical custody is not in the*  
22 *best interest of a child. An award of joint physical custody is*  
23 *presumed not to be in the best interest of the child if:*

24 *(a) The court determines by substantial evidence that a parent is*  
25 *unable to adequately care for a minor child for at least 146 days*  
26 *of the year;*

27 *(b) A child is born out of wedlock and the provisions of*  
28 *subsection 2 are applicable; or*

/ / /

1       (c) *Except as otherwise provided in subsection 6 of NRS*  
2       *125C.0035 or NRS 125C.210, there has been a determination by*  
3       *the court after an evidentiary hearing and finding by clear and*  
4       *convincing evidence that a parent has engaged in one or more*  
5       *acts of domestic violence against the child, a parent of the child*  
6       *or any other person residing with the child. The presumption*  
7       *created by this paragraph is a rebuttable presumption.*

8       2. *A court may award primary physical custody of a child born*  
9       *out of wedlock to:*

10      (a) *The mother of the child if:*

11      (1) *The mother has not married the father of the child;*

12      (2) *A judgment or order of a court, or a judgment or order*  
13      *entered pursuant to an expedited process, determining the*  
14      *paternity of the child has not been entered; and*

15      (3) *The father of the child:*

16      (I) *Is not subject to any presumption of paternity under NRS*  
17      *126.051;*

18      (II) *Has never acknowledged paternity pursuant to NRS 126.053;*  
19      *or*

20      (III) *Has had actual knowledge of his paternity but has*  
21      *abandoned the child.*

22       Prior to filing the present action, Brian had limited contact with  
23       Aeyani. He did not care for Aeyani at least 146 days of the year. After he  
24       filed the present action, the Court granted temporary Joint Legal and Joint  
25       Physical custody on October 3, 2019, when Raven did not appear at the  
26       hearing. It is undisputed that her failure to appear was due to Brian not  
27       including her apartment number when he mailed her the motion. The Court  
28       notes that Brian incorrectly included her apartment number on his certificate of  
service.

///

///

1 Since that time, Aeyani has been in Brian's care from Sunday at 9:00  
2 a.m. to Wednesday at 6:00 p.m. which constitutes of 146 days in the past year.  
3  
4 Therefore, Raven has not established primary physical custody for Aeyani.

5 However, joint physical custody is not automatically granted. As  
6 further outlined below, the Court does not find that joint physical custody is in  
7  
8 Aeyani's best interest. The Court must consider the best interests of the  
9 parties' children by considering the factors established under NRS  
10 125C.0035(4):  
11

12 *4. In determining the best interest of the child, the court shall*  
13 *consider and set forth its specific findings concerning, among*  
14 *other things:*

15 *(a) The wishes of the child if the child is of sufficient age and*  
16 *capacity to form an intelligent preference as to his or her*  
17 *physical custody.*

18 At 8 years of age, Aeyani is not of sufficient age and capacity to form  
19 an intelligent preference as to her physical custody.

20 *(b) Any nomination of a guardian for the child by a parent.*

21 Nomination of guardianship is not relevant in these proceedings  
22  
23 between two parents and not involving a third party.

24 ///

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

4       This factor is in Raven's favor. Raven testified that she is unable to  
5       contact Aeyani when she is in Brian's care. She has to call the house phone,  
6       which usually just rings, or Brian's phone, which he usually does not answer.  
7       Additionally, on Christmas, when Raven asked Aeyani what she received for  
8       Christmas, Brian told Raven it was none of her business and hung up on her.  
9

10  
11       (d) *The level of conflict between the parents.*

12       The Court finds in favor of Raven. Kim testified that neither Brian nor  
13       Raven listen to each other. The Court questions Brian's ability to co-parent.  
14       Additionally, the Court does not find Brian credible in regards to his  
15       involvement with Aeyani.  
16

17  
18       First, the Court questions Brian's initial Motion and Notice of Motion  
19       for Temporary Custody filed on September 26, 2019. His Certificate of  
20       Service details service on Raven at her address and lists her apartment number.  
21       The Certificate of Mailing, however, left off her apartment number. When  
22       Raven failed to appear at the hearing, or file an opposition to the unserved  
23       motion, Brian obtained temporary joint legal, joint physical custody and  
24       adding his name to the birth certificate. Brian was instructed to prepare the  
25       Order, which was signed by the Court (prior to reassignment to this  
26       Order, which was signed by the Court (prior to reassignment to this  
27       Order, which was signed by the Court (prior to reassignment to this  
28

1 department). Brian then filed a separate order to change Aeyani's name with  
2 no notice to Raven and no motion to do so. Due to an oversight, the Order was  
3 signed. He never filed the Notice of Entry of Order for the name change,  
4 although he filed the Notice of Entry of Order from the October 3, 2019  
5 hearing.  
6

7  
8 Brian then took the Order for the name change, of which it is  
9 undisputed that Raven did not have notice of at this time, and changed  
10 Aeyani's name at the school because it was now important to him that she had  
11 his name. The Court is extremely concerned at the deceptive actions of Brian  
12 over both the motion and subsequent orders.  
13

14 The credible evidence presented to the Court demonstrates that Brian  
15 has passed over the majority of communications with Raven to his wife, Trina.  
16 Raven and Kim both testified as to the animosity of Trina towards Raven.  
17 Raven's first interaction with Trina was when she contacted her to call her a  
18 homewrecker after Aeyani was born. Trina is present for exchanges and even  
19 told Raven that all communications were to go through her. This unnecessarily  
20 creates additional conflict.  
21  
22

23  
24 *(f) The mental and physical health of the parents.*

25 The Court did not receive any credible evidence that suggests either  
26 party presently suffers any physical or mental health issues that prevent them  
27 from being able to parent the children.  
28



1           (g) *The physical, developmental and emotional needs of the*  
2           *child.*

3           The Court finds this factor to be in favor of Raven. The Court is  
4  
5 extremely concerned that Brian refused the recommendation of the school  
6 district for an IEP. He did not research the issue as evidenced by the fact that  
7 he was unsure what an IEP was or the purpose of an IEP. Raven testified that  
8 he and Trina decided that Aeyani should not have an IEP. This is not in the  
9 best interest of Aeyani's developmental needs.  
10

11           (h) *The nature of the relationship of the child with each parent.*  
12

13           The Court is persuaded from the evidence as a whole that both  
14 parents testified that they had a good relationship with Aeyani. This factor  
15 favors both parents.  
16

17           (i) *The ability of the child to maintain a relationship with any*  
18           *sibling.*

19           The Court finds this factor is neutral but leans slightly towards Raven.  
20  
21 She describes a good relationship between Aeyani and her other siblings.  
22 Brian has five stepchildren but he did not testify as to Aeyani's relationship  
23 with any of them.  
24

25           (j) *Any history of parental abuse or neglect of the child or a*  
26           *sibling of the child.*

27           The Court received competent evidence that Brian's refusal to approve  
28 an IEP for Aeyani could be considered educational neglect.

1       (k) Whether either parent or any other person seeking physical  
2 custody has engaged in an act of domestic violence against the  
3 child, a parent of the child or any other person residing with the  
4 child.

5       There was no credible evidence in regards to this factor. However, the  
6 Court is extremely concerned that after Trina was arrested on a domestic  
7 violence related charge, Brian obtained a Temporary Protection Order. Aeyani  
8 was present during the incident, and Brian had to call his mother to remove her  
9 from the situation. Brian found it necessary to obtain the temporary protection  
10 order, yet allowed Trina back into the same house, with the children, when she  
11 was released from custody after the incident.  
12

14       (l) Whether either parent or any other person seeking physical  
15 custody has committed any act of abduction against the child or  
16 any other child.

17       The Court did not find Brian credible when he testified that Raven left  
18 with Aeyani and he was unable to locate them. Brian claimed he did not have  
19 a social media account to try and locate her. Yet, his wife was able to contact  
20 her via Facebook to call her a homewrecker. The undisputed evidence  
21 presented to the Court demonstrated that Brian had contact with Raven prior to  
22 filing the present action.  
23

25       ///

26       ///

27       ///

1           The Court found Raven credible that Brian located her two years prior  
2 to filing the present action. Brian did not dispute the fact that he approached  
3 her at her residence. The Court did not receive evidence that either parent  
4 committed any act of abduction.  
5

6           Based upon the totality of the evidence received and as outlined above,  
7 the Court concludes that an award of joint physical custody is not in Aeyani's  
8 best interest. The Court therefore, awards primary physical custody to Raven.  
9

10           In regards to child support, NAC 425.115 states:  
11

12           ***Determination of child support obligation in accordance with***  
13 ***guidelines if no stipulation; adjustment of obligation based upon type***  
14 ***of custody held by parent.***

15           1. *If the parties do not stipulate to a child support obligation pursuant*  
16 *to NAC 425.110, the court must determine the child support*  
17 *obligation in accordance with the guidelines set forth in this chapter.*

18           2. *If a party has primary physical custody of a child, he or she is*  
19 *deemed to be the obligee and the other party is deemed to be the*  
20 *obligor, and the child support obligation of the obligor must be*  
21 *determined.*

22           Brian filed a Financial Disclosure that outlined his current monthly  
23 income of \$1,800.00 per month. Therefore, Brian's monthly obligation is  
24 \$288.00 per month, payable on the first of every month.  
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**ORDER**

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Brian and Raven shall share Joint Legal Custody of Aeyani as follows:

- A. The parties shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child.
- B. The parties shall have access to medical and school records pertaining to the child and be permitted to independently consult with any and all professionals involved with the child.
- C. The parties shall participate in decisions regarding all schools attended, and all providers of child care of the parties' minor child.
- D. Each party shall be empowered to obtain emergency health care for the child 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 child.

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1 E. Each party is to provide the other party, upon receipt,  
2 information concerning the well-being of the child, including, but not  
3 limited to, copies of report cards; school meeting notices; vacation  
4 schedules; class programs; requests for conferences; results of  
5 standardized or diagnostic tests; notices of activities involving the  
6 child; samples of school work; order forms for school pictures; all  
7 communications from health care providers; the names, addresses, and  
8 telephone numbers of all schools, health care providers, regular day  
9 care providers and counselors.  
10

11  
12  
13 F. Each party is to advise the other party of the school, athletic,  
14 and social events in which the child participates. Both parties may  
15 participate in activities for the child, such as open house, attendance at  
16 an athletic event, etc.  
17

18 G. Each party is to provide the other party with the address and  
19 telephone number at which the minor child resides, and to notify the  
20 other party prior to any change of address and provide the telephone  
21 number as soon as it is assigned.  
22

23  
24 H. Each party is to provide the other party with a travel itinerary  
25 and, whenever reasonably possible, telephone numbers and addresses  
26 at which the child can be reached whenever the child will be away  
27 from the parties' home for a period of two (2) nights or more.  
28

1 I. Each party shall be entitled to reasonable telephone  
2 communication with the child. Each party is restrained from  
3 unreasonably interfering with the child's right to privacy during such  
4 telephone conversation. Telephone conversations shall be initiated  
5 either by the child or parent and are to occur during reasonable  
6 household hours.  
7

9 J. In the event the parties cannot reach an agreement in regards to  
10 Aeyani's educational needs, Raven shall have discretion to make the  
11 determination related to her education.  
12

13 **IT IS FURTHER ORDERED** that Raven shall exercise Primary  
14 Physical Custody of Aeyani.  
15

16 **IT IS FURTHER ORDERED** that Aeyani's timeshare shall be as  
17 follows:  
18

19 Aeyani shall reside with Brian from Saturday 6:00 p.m. to Monday  
20 after school or 6:00 p.m. if school not in session. Aeyani shall reside with  
21 Raven the remainder of the time.  
22

23 **IT IS FURTHER ORDERED** that the receiving parent shall provide  
24 the transportation for the child custody exchange. No other person shall be  
25 present at the child custody exchanges.  
26

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28 ///

1           **IT IS FURTHER ORDERED** that the non-custodial parent shall have  
2 daily communication with Aeyani by phone or video each evening between  
3 7:00 p.m. and 7:30 p.m. unsupervised by the other parent.  
4

5           **IT IS FURTHER ORDERED** that the parties will follow the  
6 Department I Holiday Schedule outlined in Exhibit 1.  
7

8           **IT IS FURTHER ORDERED** that all significant others shall remain  
9 in the background and shall not be allowed to interfere in communications  
10 between the parties. They shall not be permitted to participate in the kind of  
11 activities in which legal custody is required such as a health care appointment,  
12 a parent/teacher conference, etc. They shall, however, be permitted to attend  
13 public events such as a performance or school event. Neither parent may allow  
14 anyone else to share the title “mom,” “mother,” “mommy,” “dad,” “father,”  
15 “daddy,” or anything else similar.  
16  
17

18           **IT IS FURTHER ORDERED** that Brian’s child support from the  
19 date of this Order forward shall be \$288.00 due the first of every month and  
20 shall continue until Aeyani reaches the age of majority or graduates high  
21 school whichever is later but only until age 19.  
22  
23

24           **IT IS FURTHER ORDERED** that Aeyani is currently on Medicaid.  
25 If health insurance becomes available for Aeyani, parents shall split the cost of  
26 the insurance.  
27

28     ///

1           **IT IS FURTHER ORDERED** that any unreimbursed medical, dental,  
2 optical, orthodontic or other health related expenses incurred for the minor  
3 child shall be divided equally between the parties. Either party incurring an  
4 out-of-pocket health care expense shall provide a copy of the paid invoice/  
5 receipt to the other party within 30 days of incurring such expense. If the  
6 invoice/receipt is not tendered within the thirty day period, the Court may  
7 consider it as a waiver of reimbursement. The other party will then have 30  
8 days from receipt within which to dispute the expense in writing or reimburse  
9 the incurring party for one-half of the expense. If not disputed or paid within  
10 the 30 day period, the party may be subject to a finding of contempt and  
11 appropriate sanctions.  
12

13           **IT IS FURTHER ORDERED** that for the tax year 2020 forward,  
14 Raven shall be entitled to claim Aeyani as a tax dependent.  
15

16           **IT IS FURTHER ORDERED** that the parties shall exchange their  
17 tax returns, together with all schedules and forms, no later than April 30  
18 annually for the purpose of determining whether there has been a change in  
19 circumstance justifying revisiting the child support obligation.  
20

21           **IT IS FURTHER ORDERED** that counsel shall submit requests for  
22 attorney's fees pursuant to NCP 54(b).  
23

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

**NOTICE IS HEREBY GIVEN** that pursuant to NRS  
25C.0045(7)(8): The terms of the Hague Convention of October 25, 1980,  
adopted by the 14th Session of the Hague Conference on Private International  
Law, apply if a parent abducts or wrongfully retains a child in a foreign  
country as follows:

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 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.

///
///

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

13 **NOTICE IS HEREBY GIVEN** that, pursuant to NRS  
14 125C.0065:

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

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

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

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

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

(b) For the purpose of harassing the relocating parent.

3. A parent who relocates with a child pursuant to this section  
before the court enters an order granting the parent primary  
physical custody of the child and permission to relocate with  
the child is subject to the provisions of NRS 200.359.

1           **NOTICE IS HEREBY GIVEN** that the non-custodial parent may  
2 be subject to the withholding of wages and commissions for delinquent  
3 payments of support pursuant to NRS 31A.010, *et. seq.* and NRS 125.007.  
4

5           **NOTICE IS HEREBY GIVEN** that pursuant to NRS 125B.145, the  
6 parties may request a review of child support every three years, or at any time  
7 upon changed circumstances.  
8

9           **NOTICE IS HEREBY GIVEN** that both parties shall submit the  
10 information required by NRS125B.055, NRS 125.30 and NRS 125.230 on a  
11 separate form to the Court and to the Welfare Division of the Department of  
12 Human Resources within ten days from the date this Order is filed. Such  
13 information shall be maintained by the Clerk in a confidential manner and not  
14 part of the public record. The parties shall update the information filed with  
15 the Court and the Welfare Division of the Department of Human Resources  
16 within ten days should any of that information become inaccurate.  
17  
18  
19

20           **NOTICE IS HEREBY GIVEN** that if you want to adjust the  
21 amount of child support established in this order, you **MUST** file a motion to  
22 modify the order with or submit a stipulation to the court. If a motion to  
23 modify the order is not filed or a stipulation is not submitted, the child support  
24 obligation established in this order will continue until such time as all children  
25 who are the subject of this order reach 18 years of age or, if the youngest child  
26 who is subject to this order is still in high school when he or she reaches 18  
27  
28

1 years of age, when the child graduates from high school or reaches 19 years of  
2 age, whichever comes first. Unless the parties agree otherwise in a stipulation,  
3 any modification made pursuant to a motion to modify the order will be  
4 effective as of the date the motion was filed.  
5

6 **IT IS FURTHER ORDERED** that counsel may submit requests for  
7 attorney's fees under NRCP 54(b).  
8

9 **IT IS FURTHER ORDERED** that Raven shall file the Notice of  
10 Entry of this Decision and Order with the Court upon receipt of the filed  
11 stamped document.  
12

13 Dated this 1st day of March, 2021

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17 AFA D90 38D9 BE2C  
18 Sunny Bailey  
19 District Court Judge  
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## **Exhibit 1**

***Eighth Judicial District Court  
Department I – Family Division  
Holiday and Vacation Plan***

This schedule shall remain in effect unless: (1) the parties agree in writing, signed by both parties, to an alternate schedule; or (2) by subsequent order of the Court.

***Precedence:***

The *holiday* schedule shall take precedence over *vacation* periods; and *vacation* periods shall take precedence over regular timeshare periods. Where there is an overlap of conflicting holidays, the following priority shall prevail:

	<u>Odd Year</u>	<u>Even Year</u>
Overlap Precedent	DAD	MOM

***Weekend Holidays***

The parents will share weekend holidays based on the following schedule. The holiday weekend begins upon the release of school for the holiday period and continues until the morning school resumes following the holiday, at the first morning bell, unless otherwise noted. In the event that school is not in session, the following holiday time will begin on Friday at 3:00 p.m., and continue until 9:00 a.m., on the first weekday following the holiday.

	<u>Odd Year</u>	<u>Even Year</u>
Martin Luther King Day Weekend	MOM	DAD
President's Day Weekend	DAD	MOM
Mother's Day Weekend	MOM	MOM
Memorial Day Weekend	MOM	DAD
Father's Day Weekend	DAD	DAD
Independence Day <sup>1</sup>	DAD	MOM
Labor Day Weekend	MOM	DAD
Nevada Admission Day Weekend	DAD	MOM

<sup>1</sup> Independence Day will include the weekend if the holiday occurs on a Friday, Saturday, Sunday or Monday of any given year. In the event the holiday occurs on Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on July 3<sup>rd</sup> and continue until July 5<sup>th</sup> at 9:00 a.m.

	<u>Odd Year</u>	<u>Even Year</u>
Halloween Day <sup>2</sup>	DAD	MOM
Veterans' Day Weekend <sup>3</sup>	MOM	DAD

#### ***Birthdays***

The parents will share birthdays based on the schedule set forth below. The birthday schedule will begin after school on the birthday (or if school is not in session, at 9:00 a.m.) and continue until the morning following the birthday at 9:00 a.m., or when school begins, at the first morning bell, if school is in session, when the regular residential schedule will resume. The designated parent shall be entitled to have ALL of the parties' children in his/her care during the birthday period.

	<u>Odd Year</u>	<u>Even Year</u>
Children's Birthdays	MOM	DAD

#### ***Easter/Spring Break***

The parents will share the Easter/Spring Break based on the following schedule, with the holiday period to begin upon the release of school for the holiday period and continue until school resumes following the Spring Break at the first morning bell.

	<u>Odd Year</u>	<u>Even Year</u>
Easter/Spring Break	DAD	MOM

#### ***Thanksgiving***

The parents will share the Thanksgiving Break based on the following schedule, with the holiday period to begin upon the release of school before Thanksgiving and shall continue until school resumes following the holiday.

	<u>Odd Year</u>	<u>Even Year</u>
Thanksgiving Break	MOM	DAD

#### ***Winter Break***

The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the

<sup>2</sup> Halloween will be celebrated as a one day holiday, beginning upon the release of school, or 9:00 a.m., if school is not in session, and continuing until the next morning when school resumes or 9:00 a.m., if school is not in session.

<sup>3</sup> Veterans' Day will include the weekend if it is attached to a weekend holiday period. In the event the holiday is celebrated as a one-day holiday by the school district, it shall begin at 9:00 a.m. on November 11<sup>th</sup> and continue until November 12<sup>th</sup> at 9:00 a.m. In the event the school district does not provide a release from school for Veterans' Day, neither party shall be entitled to a variance from the regular timeshare for this holiday period.

1 school calendar releases for the break and shall continue until December 26<sup>th</sup> at  
2 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue  
3 until school resumes following the Winter Break.

	<u>Odd Year</u>	<u>Even Year</u>
4 First Segment/Christmas	DAD	MOM
5 Second Segment/New Year's	MOM	DAD

6 ***Religious Holidays***

7 When parents do not share the same religious beliefs, each parent shall have  
8 the right to provide religious instruction of their choosing to the child(ren).  
9 When both parents are of the same faith, both parents shall have the  
10 opportunity to enjoy the right to celebrate a religious holiday with the  
11 child(ren) on an alternating year basis. The following sample religious holiday  
12 schedules are intended to provide examples of shared holiday schedules for  
13 religious holidays and apply *only if* one or both parents have traditionally  
14 celebrated such holidays with the parties' child(ren):

14 ***Sample Jewish Holiday***

15 The following holidays begin upon the release of school before the holiday  
16 period, or if school is not in session at 3:00 p.m., and continue as designated  
17 until school resumes the day after the holiday period, or if school is not in  
18 session at 9:00 a.m.:

	<u>Odd Year</u>	<u>Even Year</u>
18 Passover [1 <sup>st</sup> two nights]	DAD	MOM
19		
20 Rosh Hashanah [2 day holiday]	MOM	DAD
21 Yom Kippur [One day holiday]	DAD	MOM
22		
23 Purim [One day holiday]	MOM	DAD
24		
24 Sukkot [1 <sup>st</sup> two nights]	DAD	MOM
25		
25 Hanukkah [1 <sup>st</sup> two nights]	MOM	DAD
26		

27 ....



***Sample Baha'i Holy Days and Commemorative Days***

The following holidays, when work is to be suspended, begin upon the release of school before the holiday period, or if school is not in session at 3:00 p.m., and continue as designated until school resumes the day after the holiday period, or if school is not in session at 9:00 a.m.:

	<u>Odd Year</u>	<u>Even Year</u>
Naw-Ruz March 21	DAD	MOM
Festival of Ridvan April 21	MOM	DAD
Declaration of the Bab May 23	DAD	MOM
Ascension of Baha'u'llah May 29	MOM	DAD
Martyrdom of Bab July 9	DAD	MOM
Birth of the Bab October 20	MOM	DAD
Birth of Baha'u'llah November 12	DAD	MOM

***Summer/Track Vacation***

Each parent shall have on fourteen (14) day uninterrupted summer timeshare with the child(ren) per year during the period of summer or track release for the Clark County School District. The fourteen (14) day period may not be added to regular timeshare dates to extend a parent's summer vacation beyond fourteen (14) days without the written consent of the other party.

The parent with selection priority shall provide notice of his/her summer vacation dates in writing via email by March 1<sup>st</sup> with the other parent providing notice of her/his summer vacation dates in writing via email by March 15<sup>th</sup>. Track vacation dates must be designated at least thirty (30) days before the track break begins. Failure to provide notice of summer/track vacation dates by deadline provided shall constitute a waiver of priority and the other party shall have the right to provide written notice of his/her summer/track vacations dates, which shall take precedence for that year only. If a party does not provide written notice of his or her vacation dates by May 1<sup>st</sup>, that party shall have waived his/her right to exercise a vacation period for that year only.

	<u>Odd Year</u>	<u>Even Year</u>
Vacation Selection Priority	DAD	MOM

1 ***Year-Round School***

2 In the event the parties' child(ren) attend year round school, the regular  
3 timeshare shall continue during all track breaks unless: (1) either party has  
4 designated a vacation period, as set forth above, or (2) otherwise agreed in a  
writing signed by both parties.

5 ***In-Service/Professional Development Days***

6 Undesignated school holidays shall follow the parties' regular timeshare  
7 schedule. However, in the event an in-service day is attached to a weekend or  
8 other holiday period, the undesignated holiday shall attach to the weekend or  
9 other holiday period and the parent assigned the weekend or holiday period  
(including any undesignated period) until school resumes following the  
weekend or other holiday period, at the first morning bell.

10 ***Transportation***

11 The receiving parent shall be responsible for providing transportation, unless  
12 otherwise ordered by the Court.

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Brian Lee Whittle, Plaintiff.

CASE NO: D-19-591074-C

7 vs.

DEPT. NO. Department I

8 Raven Morris, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/1/2021

15 Kenneth Robbins, Esq.

FamilyFirst@HalfPriceLawyers.com

16 Brian Whittle

Whittle.bw@gmail.com  
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1 NOW  
Kenneth M. Robbins, Esq.  
2 Nevada Bar #13572  
732 South 6<sup>th</sup> Street, Suite #100  
3 Las Vegas, NV 89101  
(702) 400-0000 Telephone  
4 [FamilyFirst@HalfPriceLawyers.com](mailto:FamilyFirst@HalfPriceLawyers.com)  
"Unbundled" Attorney for Defendant

6 DISTRICT COURT  
FAMILY DIVISION  
7 CLARK COUNTY, NEVADA

8 BRIAN LEE WHITTLE,

9 Plaintiff,

10 vs.

11 RAVEN MORRIS,

12 Defendant

)  
) Case No.: D-19-591074-C

)  
) Dept. No.: I

11 **NOTICE OF WITHDRAWAL OF**  
12 **ATTORNEY FOR DEFENDANT**

13  
14 TO: CLERK OF COURT;

15 TO: Brian Lee Whittle, Plaintiff;

16 TO: Raven Morris, Defendant;

17 COMES NOW, Rochelle Harding, Esq., who hereby withdraws as attorney for  
18 Defendant, in the above-entitled action, pursuant to EDCR 5.209 of the Supreme Court  
19 of the State of Nevada, in that the attorney was hired to perform a limited service and  
20 that work has been completed.

21 ///

22 ///

23 ///

1 Further, that the last known address of Defendant is:

2 4980 E Owens Avenue  
3 Apartment 1E  
4 Las Vegas NV 89110  
5 (702) 970-0366

Dated this 2<sup>nd</sup> day of March, 2021.

6 /s/Kenneth M. Robbins, Esq.  
7 Kenneth M. Robbins, Esq.  
8 Nevada Bar #13572

9 **CERTIFICATE OF SERVICE**

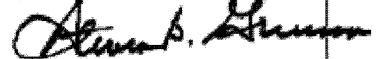
10  
11 I hereby certify that on the 2<sup>nd</sup> day of March, 2021, the foregoing **NOTICE OF**  
12 **WITHDRAWAL FOR DEFENDANT** was served upon the following persons and  
13 entities entitled to notice, by mailing a true and completed copy thereof, via US Mail,  
14 first class mail, postage prepaid, or by electronic service via the Eighth Judicial District  
15 Court E-Filing System to the following at their last known addresses:

16 Raven Morris  
17 4980 E Owens Avenue  
18 Apartment 1E  
19 Las Vegas NV 89110  
20 Defendant

Brian Lee Whittle  
E-SERVE ONLY:  
Whittle.bw@gmail.com  
Plaintiff

21 Dated this 2<sup>nd</sup> day of March, 2021.

22 /s/Ariana Centeno  
23 Legal Assistant  
24



1 BRIAN LEE WHITTLE  
2 717 Count Ave.  
3 N. Las Vegas, NV 89031  
4 (725) 400-8328  
5 Plaintiff in Proper Person

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA

8 BRIAN LEE WHITTLE,  
9 Plaintiff,

Case No. D-19-591074-C  
Dept No. I

10  
11 RAVEN MORRIS,  
12 Defendant.

13 SUPPLEMENTAL EXHIBITS

- 14  
15 1. Dismissal before Trial,  
16 City of North Las Vegas v. Katrina Whittle  
17 2. Email fro child's school showing an IEP was never applied for, in  
18 spite of Mom's allegations she alone got the child an IEP.

19 Dated this 16th day of March, 2021.

20 /s/ BRIAN LEE WHITTLE

21   
22 BRIAN LEE WHITTLE  
23 Plaintiff in Proper Person  
24  
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**CR002347-20 CITY OF NORTH LAS VEGAS VS. WHITTLE, KATRINA**

- Case Type:  
CRIMINAL NLV
- Case Status:  
CLOSED
- Case Judge:  
HOEFFGEN, SEAN
- Next Event:

All Information	Party	Charge	Ticket/Citation #	Event	Docket	Additional Fields
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**Party Information**

**WHITTLE, KATRINA**  
- DEFENDANT

- DOB  
08/18/1976
- Address  
717 COUNT  
NORTH LAS VEGAS, NV 89030
- Phone  
(602)505-6483

Alias  
AKA WHITTLE, KATRINA

Party Attorney

[More Party Information](#)

**Party Charge Information**

- **WHITTLE, KATRINA**  
- DEFENDANT

Charge # 1:  
**A12007M00NV - MISDEMEANOR BATTERY**

- Original Charge
- A12016M00NV DOM BATTERY, (1ST) (MISDEMEANOR)
- Indicted Charge
- Amended Charge
- A12007M00NV BATTERY (MISDEMEANOR)
- DV Related?
- Modifiers
- Stage Date

- Ticket #  
B00374016
- ATN #
- Tracking #
- Place of Offense  
CITY OF NORTH LAS VEGAS
- Offense Location
- Date of Offense  
07/06/2020
- Complainant

**Party Charge Disposition**

Disposition Date  
Disposition  
02/18/2021  
DISMISSED BEFORE TRIAL

[Sentencing Information](#)

**Ticket/Citation #**

Citation # : **B00374016 - CITY OF NORTH LAS VEGAS**

- **Offense Date**  
07/06/2020
- Agency  
NORTH LAS VEGAS POLICE DEPARTMENT
- Complainant

- Speed Cited
- Speed Limit  
0
- Location

Ex "I"

Mr. Whittle,

Your daughter Aeyani does not have an IEP nor has she been evaluated to receive special education services. There is no documentation because no IEP has been presented or academic evaluation performed.

Thank You,  
Edie (Edith) Tatlock, MS  
Elizondo Elementary School  
Special Education Instructional Facilitator (SEIF)  
ph 702-799-1730 ext. 4032  
fax 702-799-1722

Ex 2



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**CERTIFICATE OF SERVICE**

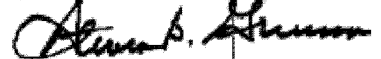
I hereby certify that on the 16th day of March, 2021, I served a copy of the  
SUPPLEMENTAL EXHIBITS upon the below-listed party by the below  
designated method:

- ☒ U.S. Mail, postage prepaid
- ☐ Electronic mail ( email)
- ☐ Hand Delivery
- ☐ Facsimile Transmission
- ☐ Certified Mail, Receipt No. \_\_\_\_\_, return receipt requested.

Address:

RAVEN MORRIS  
4980 E. Owens Ave #1E  
Las Vegas, NV 89110

  
\_\_\_\_\_  
Person Serving



1 BRIAN LEE WHITTLE  
2 717 Count Ave.  
3 N. Las Vegas, NV 89031  
4 (725) 400-8328  
5 Plaintiff in Proper Person

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA  
8

9 BRIAN LEE WHITTLE,  
10 Plaintiff,

} Case No. D-19-591074-C  
} Dept No. I

11 } NOTICE OF APPEAL  
12 }  
13 }

12 RAVEN MORRIS,  
13 Defendant.  
14

15 COMES NOW, BRIAN LEE WHITTLE, in Proper Person and gives notice  
16 that Plaintiff intends to file an Appeal in the above case, D-16-544626-S.

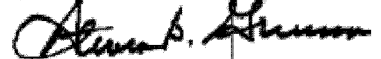
17 BRIAN LEE WHITTLE requests waiver of appeal bond in this matter, and  
18 authorization to proceed in Proper Person.

19 This notice pertains to the FINDINGS OF FACT, CONCLUSIONS OF  
20 LAW AND JUDGMENT, filed 12/29/2020; and NOTICE OF ENTRY OF  
21 ORDER filed 1/10/21, regarding characterization of bitcoin asset and parties  
22 divorce decree.

23 Dated this 16th day of March, 2021.

24 /s/ BRIAN LEE WHITTLE

25 BRIAN LEE WHITTLE  
26 Plaintiff In Proper Person  
27  
28



1 BRIAN LEE WHITTLE  
2 717 Count Ave.  
3 N. Las Vegas, NV 89031  
4 (725) 400-8328  
5 Plaintiff in Proper Person

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA

8 BRIAN LEE WHITTLE,  
9 Plaintiff,

Case No. D-19-591074-C  
Dept No. I

10  
11 RAVEN MORRIS,  
12 Defendant.

13  
14 **REQUEST FOR AUTHORIZATION TO PROCEED IN PROPER PERSON;  
15 WAIVER OF APPEAL BOND;  
16 AND TO TRANSMIT ENTIRE RECORD ON FILE**

17 COMES NOW, BRIAN LEE WHITTLE, and requests authorization of the  
18 court to proceed in Proper Person, and that the court submit the entire record on  
19 file.

20 Plaintiff also requests the court waive the bond in this matter.

21 Dated this 16th day of March, 2021.

22 /s/ BRIAN LEE WHITTLE

23   
24 BRIAN LEE WHITTLE  
25 In Proper Person  
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Alvin B. Garrison

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CLERK OF THE COURT

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

BRIAN LEE WHITTLE,

Plaintiff(s)

vs.

RAVEN MORRIS,

Defendant(s),

Case No: D-19-591074-C

Dept No: I

**CASE APPEAL STATEMENT**

1. Appellant(s): Brian Lee Whittle

2. Judge: Sunny Bailey

3. Appellant(s): Brian Lee Whittle

Counsel:

Brian Lee Whittle  
717 Count Ave.  
North Las Vegas, NV 89031

4. Respondent (s): Raven Morris

Counsel:

Raven Morris  
4980 E. Owens Ave., #1E  
Las Vegas, NV 89110

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5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
Permission Granted: N/A
- Respondent(s)'s Attorney Licensed in Nevada: N/A  
Permission Granted: N/A
6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No
7. Appellant Represented by Appointed Counsel On Appeal: N/A
8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A  
Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A
9. Date Commenced in District Court: June 12, 2019
10. Brief Description of the Nature of the Action: DOMESTIC - Child Custody  
Type of Judgment or Order Being Appealed: Unknown
11. Previous Appeal: No  
Supreme Court Docket Number(s): N/A
12. Case involves Child Custody and/or Visitation: Custody  
Appeal involves Child Custody and/or Visitation: N/A
13. Possibility of Settlement: Unknown

Dated This 18 day of March 2021.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann  
Heather Ungermann, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Brian Lee Whittle



MEMO  
KENNETH M. ROBBINS, ESQ.  
Nevada Bar No. 13572  
JASON ONELLO, ESQ.  
Nevada Bar No. 14411  
ROBBINS & ONELLO, LLP  
9205 W. Russel Rd., Suite 240  
Las Vegas, Nevada 89148  
(702) 608-2331 (Phone)  
(702) 442-9971 (Fax)  
Email: staff@onellolaw.com  
Attorney for *Defendant*

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

BRIAN LEE WHITTLE,

Plaintiff,

vs.

RAVEN MORRIS,

Defendant.

Case No.: D-19-591074-C

Dept. No.: I

**DEFENDANT'S MEMORANDUM OF ATTORNEY'S FEES AND COSTS**

STATE OF NEVADA     )  
  ) ss.  
COUNT OF CLARK     )

Defendant, RAVEN MORRIS, by and through her attorney of record, KENNETH M. ROBBINS, ESQ., of ROBBINS & ONELLO, LLP., hereby certifies that reasonable attorney's

1 fees and costs have been incurred and were necessary to the prosecution of this action, to  
2 wit:

3 TOTAL FEES<sup>1</sup> ..... \$3,750.00

4 TOTAL COSTS ..... \$100

5  
6 TOTAL PAID.....\$3,850.00

7 particularly described therein the invoices attached hereto.

8 The billing statements detail the attorney's fees and costs that have been incurred  
9 by Defendant in her representation by KENNETH M. ROBBINS, ESQ. In reaching its  
10 decision to award Defendant Primary Physical Custody, the Court found that the previous  
11 temporary order was entered after Raven failed to appear at the initial motion hearing.  
12 The Court found that Raven's failure to appear was due to Plaintiff not including her  
13 apartment number when he mailed her motion. Plaintiff was instructed to prepare an  
14 Order after the hearing which added his name to the birth certificate. Without it being  
15 ordered, Plaintiff filed an order to change the child's name with no notice to Raven and  
16 no motion to do so. He never filed the Notice of Entry of Order for the name change,  
17 although he filed the Notice of Entry of Order from the October 3, 2019 hearing. He then  
18 took the name change order and changed the child's name at her school. The Court  
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24 <sup>1</sup> See Exhibit 1



1 expressed extreme concern regarding Plaintiff's deceptive actions. In its Order, the Court  
2 instructed counsel to submit requests for attorney's fees.

3 **Rule 7.60 Sanctions**

4 (b) The court may, after notice and an opportunity to be heard, impose upon an  
5 attorney or a party any and all sanctions which may, under the facts of the case, be  
6 reasonable, including the imposition of fines, costs or attorney's fees when an  
attorney or a party without just cause:

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

12 **NRS 18.010 AWARD OF ATTORNEY'S FEES**

13 1. The compensation of an attorney and counselor for his or her services is  
governed by agreement, express or implied, which is not restrained by law.

14 2. In addition to the cases where an allowance is authorized by specific statute, the  
15 court may make an allowance of attorney's fees to a prevailing party:

16 (a) When the prevailing party has not recovered more than \$20,000; or

17 (b) Without regard to the recovery sought, when the court finds that the  
18 claim, counterclaim, cross-claim or third-party complaint or defense of the  
opposing party was brought or maintained without reasonable ground or to harass  
the prevailing party. The court shall liberally construe the provisions of this  
19 paragraph in favor of awarding attorney's fees in all appropriate situations. It is the  
intent of the Legislature that the court award attorney's fees pursuant to this  
20 paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil  
Procedure in all appropriate situations to punish for and deter frivolous or  
21 vexatious claims and defenses because such claims and defenses overburden  
limited judicial resources, hinder the timely resolution of meritorious claims and  
22 increase the costs of engaging in business and providing professional services to  
the public.  
23  
24

1       3. In awarding attorney's fees, the court may pronounce its decision on the fees at  
2       the conclusion of the trial or special proceeding without written motion and with  
3       or without presentation of additional evidence.

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

7       As stated above, the Court found that Plaintiff acted deceptively throughout this  
8       litigation and ordered counsel to submit a motion for fees.

9                   **DECLARATION OF KENNETH M. ROBBINS, ESQ.**

10       I, Kenneth M. Robbins, Esq., declare under penalty of perjury that the following is  
11       true and correct: that I am the attorney for Defendant in the above-entitled action; that I  
12       have personal knowledge of the above attorney's fees and costs expended; that the items  
13       contained in the above Memorandum are true and correct to the best of my knowledge and  
14       belief; and that said costs have been necessarily incurred and paid in this action.

15       Under *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345 (1969), when courts  
16       determine the appropriate fee to award in civil cases, they must consider various factors  
17       including: 1) the quality of the advocate; 2) the character and difficulty of the work  
18       performed; 3) the work actually performed by the attorney; and 4) the result obtained.

19       In the instant matter, the representing attorney, Kenneth M. Robbins, Esq. is  
20       licensed to practice law in the state of Nevada since 2014. In that time, Mr. Robbins has  
21       handled hundreds (very possibly thousands) of family law cases, many of which included  
22       evidentiary hearings. Mr. Robbins was previously the managing partner of Law Office of  
23       Kenneth M. Robbins, at which he managed the family law department of Half Price  
24

1 Lawyers, an extremely high volume law practice. Since 2021, Mr. Robbins has been a  
2 managing partner of Robbins & Onello, LLP. Mr. Robbins' billing rate is \$350.00 / hr.,  
3 which is reasonable and the average rate for work conducted by an attorney of similar  
4 experience and qualifications, however Mr. Robbins billed Plaintiff on a flat fee basis,  
5 which was far below what the hourly rate total would have been. The cost of the appearance  
6 for the evidentiary hearing alone close to equals the total fees billed after the motion stage.

7  
8 The character and difficulty of the actual work performed in this matter is provided  
9 consisted primarily of the drafting of the pleadings and motions filed with the court and  
10 related activities, and appearances. The attorney flat fee rate and rate is billed as consistent  
11 or lower with the rates of comparable attorneys in this practice area, region of the country,  
12 and attorneys with comparable years of experience and credentials.

13 The attorney was successful in their representation with the client receiving  
14 significant benefit as a result of the representation provided, as the client successfully  
15 defended Plaintiff's Complaint for relief related to custody.

16 DATED this 18<sup>th</sup> day of March, 2021.

17 **ROBBINS & ONELLO, LLP**

18 /s/ Kenneth M. Robbins, Esq.

19 **KENNETH M. ROBBINS, ESQ.**

20 Nevada Bar No. 13572

**JASON ONELLO, ESQ.**

21 Nevada Bar No. 14411

9205 W. Russell Rd., Suite 240

22 Las Vegas, NV 89148

(702) 608-2331 (Phone)

23 Email: staff@onellolaw.com

24 Attorney for *Plaintiff*

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**CERTIFICATE OF SERVICE**

The undersigned, an employee of Robbins & Onello, LLP., hereby certifies that on this 19<sup>th</sup> day of March, 2021 served a true and correct copy of Defendant’s Memorandum of Attorney’s

Fees and Costs:

\_\_\_ by United States mail in Las Vegas, Nevada, with First-Class postage prepaid and addressed as follows:

\_\_\_\_\_ by facsimile transmission, pursuant to NRCP 5(b) and EDCR 7.26, to the following fax number:

\_\_\_\_\_ by email transmission, pursuant to NRCP 5(b) and EDCR 7.26, to the following email address:

\_\_\_X\_\_\_ via mandatory electronic service by using the Eighth Judicial District Court’s E-file and E-service System to the following:

**Brian Whittle – Whittle.bw@gmail.com**

/s/ Nicole Fasulo  
Employee of Robbins & Onello

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Legal Services  
732 S. 6th Street, Suite 100  
Las Vegas, NV 89101

## Statement

Date
3/18/2021

To:
Raven L Morris 370 Casa Norte Dr #2064 Las Vegas NV 89031

					Amount Due	Amount Enc.
					\$0.00	
Date		Transaction			Amount	Balance
09/30/2019		Balance forward				0.00
10/21/2019		INV #1657157. MOTION TO SET ASIDE/OPPOSITION, 1 HEARING --- CUSTODY ONLY \$1,750.00			1,750.00	1,750.00
10/21/2019		PMT #Cash.			-750.00	1,000.00
11/01/2019		PMT #LP-019169.			-500.00	500.00
11/08/2019		PMT #LP-095933.			-500.00	0.00
01/29/2020		INV #1659034. MOTION TO CONTINUE/OR STIP TO CONTINUE/W-LIST/EXHIBIT/PRE-TRIAL MEMO --- TRIAL \$2,000.00 --- HPL- FAMILY - FILING FEES \$100.00			2,100.00	2,100.00
02/12/2020		PMT #Cash.			-500.00	1,600.00
02/27/2020		PMT #Cash.			-1,500.00	100.00
05/15/2020		PMT #LP-114021.			-100.00	0.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due	
0.00	0.00	0.00	0.00	0.00	\$0.00	

Payments can be made via telephone (702)382-2000 with credit/debit card,  
or at <https://secure.lawpay.com/pages/legalservices/legal>



1 NOW  
Kenneth M. Robbins, Esq.  
2 Nevada Bar #13572  
732 South 6<sup>th</sup> Street, Suite #100  
3 Las Vegas, NV 89101  
(702) 400-0000 Telephone  
4 FamilyFirst@HalfPriceLawyers.com  
"Unbundled" Attorney for Defendant

6 DISTRICT COURT  
FAMILY DIVISION  
7 CLARK COUNTY, NEVADA

8 BRIAN LEE WHITTLE,

9 Plaintiff,

10 vs.

11 RAVEN MORRIS,

12 Defendant

)  
) Case No.: D-19-591074-C

)  
) Dept. No.: I

)  
) **AMENDED NOTICE OF**  
) **WITHDRAWAL OF ATTORNEY FOR**  
) **DEFENDANT**

13  
14 TO: CLERK OF COURT;

15 TO: Brian Lee Whittle, Plaintiff;

16 TO: Raven Morris, Defendant;

17 COMES NOW, Kenneth M. Robbins, Esq., who hereby withdraws as attorney for  
18 Defendant, in the above-entitled action, pursuant to EDCR 5.209 of the Supreme Court  
19 of the State of Nevada, in that the attorney was hired to perform a limited service and  
20 that work has been completed.

21 ///

22 ///

23 ///

1 Further, that the last known address of Defendant is:

2 4980 E Owens Avenue  
3 Apartment 1E  
4 Las Vegas NV 89110  
5 (702) 970-0366

6 Dated this 30<sup>th</sup> day of March, 2021.

7 /s/Kenneth M. Robbins, Esq.  
8 Kenneth M. Robbins, Esq.  
9 Nevada Bar #13572

10 **CERTIFICATE OF SERVICE**

11 I hereby certify that on the 30<sup>th</sup> day of March, 2021, the foregoing **AMENDED**  
12 **NOTICE OF WITHDRAWAL FOR DEFENDANT** was served upon the following  
13 persons and entities entitled to notice, by mailing a true and completed copy thereof,  
14 via US Mail, first class mail, postage prepaid, or by electronic service via the Eighth  
15 Judicial District Court E-Filing System to the following at their last known addresses:

16 Raven Morris  
17 4980 E Owens Avenue  
18 Apartment 1E  
19 Las Vegas NV 89110  
20 Defendant

Brian Lee Whittle  
E-SERVE ONLY:  
Whittle.bw@gmail.com  
Plaintiff

21 Dated this 30<sup>th</sup> day of March, 2021.

22 /s/Ariana Centeno  
23 Legal Assistant  
24





BRIAN LEE WHITTLE  
717 Count Ave.  
N. Las Vegas, NV 89031  
(725) 400-8328  
Plaintiff in Proper Person

DISTRICT COURT  
CLARK COUNTY, NEVADA

BRIAN LEE WHITTLE,  
Plaintiff,

Case No. D-19-591074-C  
Dept No. I

RAVEN MORRIS,  
Defendant.

**AMENDED NOTICE OF  
APPEAL**

COMES NOW, BRIAN LEE WHITTLE, in Proper Person and gives notice  
that Plaintiff intends to file an Appeal in the above case, D-16-544626-S.

BRIAN LEE WHITTLE requests waiver of appeal bond in this matter, and  
authorization to proceed in Proper Person.

This notice pertains to the DECISION AND ORDER, filed 3/1/21; and  
Notice of Entry of Order filed 3/2/21 to address custody issues in this matter.

Dated this 7th day of May, 2021.

/s/ BRIAN LEE WHITTLE

BRIAN LEE WHITTLE  
Plaintiff In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Child Custody Complaint

## COURT MINUTES

October 03, 2019

D-19-591074-C                      Brian Lee Whittle, Plaintiff.  
vs.  
Raven Morris, Defendant.

**October 03, 2019      11:00 AM      All Pending Motions**

HEARD BY: Gibson, David, Jr.

**COURTROOM:** Courtroom 06

**COURT CLERK:** April Graham

**PARTIES:**

Aeyani Morris, Subject Minor, not present	
Brian Whittle, Plaintiff, Counter Defendant,	Pro Se
present	
Raven Morris, Defendant, Counter Claimant,	Pro Se
not present	

## JOURNAL ENTRIES

- RETURN HEARING FROM FAMILY MEDIATION CENTER... CASE MANAGEMENT  
CONFERENCE... PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR ORDERS FOR  
TEMPORARY CUSTODY, VISITATION, AND/OR CHILD SUPPORT

Court noted Plaintiff (Dad) filed a motion that is currently set for 11/6/19, service was properly effectuate on Defendant (Mom) and Mom had adequate notice of today's hearing. Court further noted Mom failed to appear and participate in today's hearing. Court further noted Dad is requesting joint legal and joint physical custody, the parties did not reach an agreement at mediation, Mom has not filed an opposition to Dad's motion and Mom's pleadings admit that Dad is the father of the minor child.

COURT ORDERED as follows:

Matter is set for an EVIDENTIARY HEARING on 3/5/20 at 1:30 PM (half day; stack 1). A CALENDAR CALL is set for 2/18/20 at 11:00 AM. Court will issue a scheduling order.

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Dad's Motion and Notice of Motion for Orders for Temporary Custody, Visitation, and/or Child Support set for 11/6/19 at 10:00 AM is RESET to be heard in conjunction with today's matters. Further, Dad's Motion is GRANTED. The parties shall have TEMPORARY JOINT LEGAL CUSTODY and JOINT PHYSICAL CUSTODY of the minor children as outlined in his motion.

Dad name shall be added to the minor child's birth certificate.

Dad shall prepare the Order granting his Motion and he shall prepare an Order adding himself to the minor child's birth certificate.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:** Feb 18, 2020 11:00AM Calendar Call  
Courtroom 06 Gibson, David, Jr.

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Child Custody Complaint

## COURT MINUTES

February 18, 2020

D-19-591074-C                      Brian Lee Whittle, Plaintiff.  
vs.  
Raven Morris, Defendant.

**February 18, 2020      11:00 AM      All Pending Motions**

HEARD BY: Gibson, David, Jr.

**COURTROOM:** Courtroom 06

**COURT CLERK:** April Graham

**PARTIES:**

Aeyani Morris, Subject Minor, not present	
Brian Whittle, Plaintiff, Counter Defendant, present	Pro Se
Kenneth Robbins, Unbundled Attorney, present	
Raven Morris, Defendant, Counter Claimant, present	Pro Se

## JOURNAL ENTRIES

- CALENDAR CALL... DEFENDANT'S MOTION TO SET ASIDE ORDER FOR CUSTODY;  
ATTORNEY'S FEES AND RELATED RELIEF... DEFENDANT'S OPPOSITION AND  
COUNTERMOTION... DEFENDANT'S NOTICE AND MOTION FOR CONTINUANCE

Court noted this matter is currently set for an Evidentiary Hearing on 3/5/20 at 1:30 PM (half day; stack 1), Defendant (Mom) filed a Motion for a Continuance that is currently set for 3/19/20 at 9:00 AM and a Motion to Set Aside Custody set for 2/25/20 at 9:00 AM. Court informed the parties it will address the pending motions today. Court noted the temporary orders give the parties joint legal and joint physical custody giving Plaintiff (Dad) custody Sunday to Wednesday and Mom having Wednesday to Sunday. Court stated it will allow Mom an opportunity to file an opposition; however, it is likely to address it at the trial. Mr. Robbins advised an opposition has already been filed.

COURT ORDERED as follows:

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Mom's Motions shall be RESET and heard in conjunction with today's hearing. Mom's Opposition and Countermotion is MOOT and shall be addressed at trial. Further, Mom's Motion for a Continuance is GRANTED. Today's CALENDAR CALL shall be CONTINUED to 5/28/20 at 11:00 AM and the EVIDENTIARY HEARING set for 3/5/20 at 1:30 PM (half day; stack 1) shall be CONTINUED to 6/8/20 at 9:00 AM (half day; stack 2). Discovery is RE-OPENED. Court will issue a new scheduling order. As Dad does not have an Attorney, Court encouraged him to seek assistance through the Self Help Center.

Parties shall maintain the STATUS QUO wherein they have TEMPORARY JOINT LEGAL CUSTODY and TEMPORARY JOINT PHYSICAL CUSTODY of the minor child.

Mr. Robbins shall prepare the Order from today's hearing.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Child Custody Complaint

## COURT MINUTES

May 29, 2020

D-19-591074-C                      Brian Lee Whittle, Plaintiff.  
vs.  
Raven Morris, Defendant.

**May 29, 2020                      11:00 AM                      Calendar Call**

**HEARD BY:** Hardcastle, Gerald W. **COURTROOM:** Courtroom 23

**COURT CLERK:** April Graham;

**PARTIES:**

Aeyani Morris, Subject Minor, not present	
Brian Whittle, Plaintiff, Counter Defendant, present	Pro Se
Kenneth Robbins, Unbundled Attorney, present	
Raven Morris, Defendant, Counter Claimant, present	Pro Se

## JOURNAL ENTRIES

- Defendant and Attorney Kenneth Robbins present via VIDEO CONFERENCE through the Blue Jeans application.

Court attempted to contact Plaintiff's attorney via telephone; however, there was no answer. Mr. Robbins advised Plaintiff retained counsel on 4/9/20 and requested the matter be continued as the parties are still conducting discovery. Mr. Robbins represented a Stipulation and Order to Continue was submitted to the Department. Matter TRAILED. Matter RECALLED. Matter TRAILED. Matter RECALLED. Matter TRAILED. Matter RECALLED.

COURT ORDERED, matter is CONTINUED to 7/23/20 at 11:00 AM and the Evidentiary Hearing set for 6/8/20 at 9:00 AM shall be RESET to 8/7/20 at 9:00 AM. Parties may physically appear for the Evidentiary Hearing so long as proper social distancing can be accommodated.

Mr. Robbins shall prepare the Order from today's hearing.

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D-19-591074-C

CLERK'S NOTE: Following the hearing, the Law Clerk notified Plaintiff's counsel of the new hearing dates. (ag)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Child Custody Complaint**

**COURT MINUTES**

**January 27, 2021**

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D-19-591074-C      Brian Lee Whittle, Plaintiff.  
vs.  
Raven Morris, Defendant.

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**January 27, 2021      11:30 AM      All Pending Motions**

**HEARD BY:** Bailey, Sunny

**COURTROOM:** Courtroom 06

**COURT CLERK:** Tiffany Skaggs

**PARTIES:**

Aeyani Morris, Subject Minor, not present

Brian Whittle, Plaintiff, Counter Defendant,      Pro Se  
present

Kenneth Robbins, Unbundled Attorney,      Kenneth Roberts, Attorney, present  
present

Raven Morris, Defendant, Counter Claimant,      Pro Se  
present

<b>JOURNAL ENTRIES</b>
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- PLTF'S ATTY'S MOTION TO WITHDRAW AS COUNSEL OF RECORD...CALENDAR CALL

The Court, counsel and parties appeared via BLUEJEANS.

Attorney Robbins stated there are no objections, to Attorney Roberts withdrawing, as long as there are no continuances.

Court reviewed the history, of the case and pleadings on file.

Defendant stated the parties have been following the timeshare.

**COURT ORDERED:**

1. Attorney Robert's MOTION shall be GRANTED.

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2. Plaintiff and Attorney Robbins shall MEET and CONFER.
3. The EVIDENTIARY HEARING, currently SET, for 2/17/21, STANDS (half day).
4. The PRE TRIAL MEMORANDUM and EXHIBIT LISTS shall be DUE, by 2/10/21, by 5:00pm.
5. EXHIBITS shall be UPLOADED, to the FCEVIDENCE LINK, by 2/10/21.
6. WITNESS LIST shall be DISCLOSED and FILED, by 2/10/21.
7. ALL ORDERS STAND.
8. Parties shall FILE current FINANCIAL DISCLOSURE FORMS (FDF's), which INCLUDE their LAST three (3) PAY STUBS, by 2/10/21.

Attorney Roberts to prepare an Order to Withdraw

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Child Custody Complaint

## COURT MINUTES

February 18, 2021

D-19-591074-C                      Brian Lee Whittle, Plaintiff.  
vs.  
Raven Morris, Defendant.

**February 18, 2021      9:00 AM      Evidentiary Hearing**

**HEARD BY:** Bailey, Sunny

**COURTROOM:** Courtroom 06

**COURT CLERK:** Helen Green

**PARTIES:**

Aeyani Morris, Subject Minor, not present	
Brian Whittle, Plaintiff, Counter Defendant,	Pro Se
present	
Raven Morris, Defendant, Counter Claimant,	Pro Se
present	

## JOURNAL ENTRIES

- EVIDENTIARY HEARING: RE: CUSTODY

Plaintiff appeared by Bluejeans video IN PROPER PERSON.  
Kenneth Robbins, Esq., #13572, appeared by Bluejeans video in an unbundled capacity for Defendant.  
Defendant appeared by Bluejeans video IN PROPER PERSON.

Upon the Court's inquiry, counsel and Plaintiff both confirmed that paternity was not an issue. Discussion regarding the child's name being changed. Opening statements by counsel and Defendant.

The Court invoked the exclusionary rule.

Witnesses and Exhibits per worksheets.

COURT ORDERED:

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Per STIPULATION, the child's name shall be changed to Aeyani Natalia Morris-Whittle. Plaintiff is responsible for filing and changing the name on the child's birth certificate.

Per STIPULATION, the parties shall have JOINT LEGAL CUSTODY.

Trina shall NOT have any part in exchanges or be allowed to be involved at all in parenting.

Parties shall electronically COMMUNICATE through TALKING PARENTS and shall sign up by TODAY. All communication shall be through Talking Parents and Trina shall NOT be involved.

Parties shall CONTINUE with the current CUSTODY schedule.

The Court directed Mr. Robbins to submit a Brunzell Affidavit and Memorandum of Fees and Costs leaving a blank in the order for the Court to enter an amount.

The NON-CUSTODIAL parent shall get one phone call from 7:00 PM to 7:15 PM (at least), unmonitored and private.

The Court took the matter UNDER ADVISEMENT and shall issue a written decision forthwith.

The Court set the matter on In Chamber's calendar for 03/03/2021.

Mr. Robbins shall prepare the Interim Orders from today's hearing.

CLERK'S NOTE: Relief was done at 12:43 pm for lunch coverage (Jamilé Vazquez). Minutes prepared by Helen Green and Jamile Vazquez (hg).

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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# Certification of Copy and Transmittal of Record

State of Nevada }  
County of Clark } SS:

Pursuant to the Supreme Court order dated July 28, 2021, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises two volumes with pages numbered 1 through 380.

BRIAN LEE WHITTLE,

Plaintiff(s),

vs.

RAVEN MORRIS,

Defendant(s),

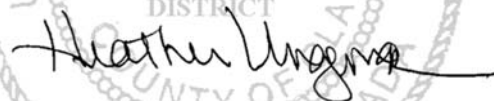
Case No: D-19-591074-C

Dept. No: I

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 9 day of August 2021.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

