

IN THE SUPREME COURT OF THE STATE OF NEVADA

SARAH JANEEN ROSE,
Appellant,
vs.
DAVID JOHN ROSE,
Respondent.

Electronically Filed
Jul 13 2022 05:23 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
CASE NO. 84295
District Court Case No:
D547250

JOINT APPENDIX

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ATTORNEY FOR RESPONDENT

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AFFIRMATION

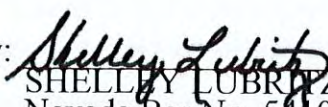
(Pursuant to NRS 239B.030)


The undersigned does hereby affirm that the preceding documents filed in the above-referenced matter does not contain the social security number of any person.

DATED this 13 day of July, 2022.

Law Office of Shelley Lubritz,
PLLC

Kainen Law Group, PLLC

By: 
SHELLEY LUBRITZ, ESQ.
Nevada Bar No. 5410
Attorney for Respondent

By: 
RACHEAL H. MASTEL, ESQ.
Nevada Bar No. 11646
Attorney for Appellant

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of July, 2022, I caused to be served the *Joint Appendix* to all interested parties as follows:

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


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

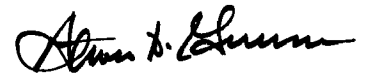
___ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

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

shelley@lubritzlawoffice.com

daverose08@gmail.com


An Employee of
KAINEN LAW GROUP, PLLC



CLERK OF THE COURT

COMD

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Attorney for Plaintiff, David Rose

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO: **D- 17 - 547250 - D**

DEPT NO: **I**

COMPLAINT FOR DIVORCE

COMES NOW the Plaintiff, DAVID ROSE, by and through his attorney of record, REGINA M. McCONNELL, ESQ. of McCONNELL LAW, LTD., and for his cause of action against Defendant, complains and alleges as follows:

I.

For more than six (6) weeks immediately preceding the commencement of this action, Plaintiff has been and now is a bona fide and actual resident and domiciliary of the State of Nevada, County of Clark, and has been actually present in the State and County for more than six (6) weeks prior to the commencement of this action.

II.

Plaintiff and Defendant were married on June 17, 2006 in Las Vegas, Nevada, and ever since have been and now are husband and wife.

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III.

There are three (3) minor children born the issue of this marriage, to wit: DAVID ROSE, born April 12, 2007; CARSON ROSE, born April 12, 2007; and LILY ROSE, born May 24, 2011; there were no minor children born before the parties' marriage; there were no children adopted during the parties' marriage and to the best of Plaintiff's knowledge, Defendant is not now pregnant.

IV.

The parties are fit and property persons to be awarded joint legal custody with Plaintiff being awarded primary physical custody of the minor children.

V.

That Plaintiff shall maintain medical insurance for the minor children. The parties shall equally divide the cost of any and all out-of-pocket expenses, including but not limited to the monthly premiums, deductibles, co-pays and/or prescriptions incurred thereby, and any and all reasonable medical expenses incurred on behalf of the minor children not covered by insurance pursuant to the 30/30 rule.

VI.

That the child support shall be set pursuant to NRS 125B.070, and shall be set at twenty nine percent (29%) of the Defendant's gross monthly income, subject to the presumptive maximum amount. This obligation shall be for the support and maintenance of the minor children, and shall continue until the children attain the age of eighteen (18), or if still enrolled in high school, when the children graduate from high school, reach the age of 19, or otherwise become emancipated, whichever occurs first.

VII.

That the parties shall equally split any and all costs for education and extracurricular activities for the minor children.

VIII.

That the Plaintiff shall be entitled to claim the minor children for any and all tax purposes.

IX.

That the parties be put on notice, pursuant to NRS 125B.140(1)(a), if an order issued by a court provides for the payment of support of a child, that order is a judgment by operation of law and may not be retroactively modified or adjusted.

X.

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

XI.

That notice is hereby given that pursuant to NRS 125.007, the parties, and each of them, are hereby placed on notice that the wages and commissions of the parent responsible for paying support will be subject to assignment or withholding for the purpose of payment of the obligation of support as provided in NRS 31A.025 through 31A.240, inclusive, unless the parties demonstrate or the court finds good cause to postpone the withholding or assignment.

XII.

That pursuant to NRS 125C.0045(7), both parties are subject to the terms imposed by the HAGUE CONVENTION of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, which apply if a parent abducts or wrongfully retains a child in a foreign country. The minor child's habitual residence is located in the United States of America, in accordance with NRS 125C.0045(8).

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XIII.

That there is community property belonging to the parties to be adjudicated by the Court, the exact amounts and descriptions of which are unknown to Plaintiff at this time. Plaintiff prays leave of this Court to amend this Complaint to insert the same when they have become known to Plaintiff or at the time of trial.

XIV.

That there are community debts of the parties to be adjudicated by the Court, the exact amounts and descriptions of which are unknown to Plaintiff at this time. Plaintiff prays leave of this Court to amend this Complaint to insert the same when they have become known to Plaintiff or at the time of trial.

XV.

That both parties are able bodied and capable of providing for their own support and maintenance and neither party should be required to pay support to the other.

XVI.

Defendant shall be entitled to maintain her married name if she wishes, to wit: "ROSE."

XVII.

The parties shall be jointly restrained from incurring additional community debt or encumbering community property, in accordance with the terms of the Joint Preliminary Injunction issued herewith.

XVIII.

Each party shall be responsible for their own attorney's fees and costs.

XIX.

The tastes, mental dispositions, views and likes and dislikes of Plaintiff and Defendant have become so widely separated and divergent that the parties are incompatible to such an extent that it is impossible for them to live together as husband and wife; the incompatibility between Plaintiff and Defendant is so great that there is no possibility of reconciliation between them.

WHEREFORE, Plaintiff prays as judgment:

1. That the contract of marriage now and heretofore existing between Plaintiff and Defendant be dissolved and that Plaintiff be granted an absolute Decree of Divorce;

2. That the parties be awarded joint legal custody with Plaintiff being awarded primary physical custody of their minor children;

3. That the parties receive notice of the applicability of the above-referenced statutes relating to the custody and support and maintenance of the minor children;

4. That child support be set according to statute;

5. That the Plaintiff continue to maintain health insurance for the minor children so long as it is available from his employer with the parties equally splitting any and all uncovered expenses pursuant to the 30/30 rule;

6. That the Court make an equitable division of the community assets;

7. That the Court make an equitable division of community obligations;

8. That neither party be awarded spousal support;

9. That this Court issue its Joint Preliminary Injunction enjoining the parties pursuant to the terms stated therein;

10. That each party be responsible for their own attorney's fees and costs; and

11. That Plaintiff be awarded such other and further relief as the Court may deem just and proper in the premises.

DATED this 22nd day of February, 2017.

McCONNELL LAW, LTD.

LMM Carol

REGINA M. McCONNELL, ESQ.

Nevada State Bar No. 8029

9017 S. Pecos Road, Suite 4445

Henderson, Nevada 89074

Telephone: (702) 487-3100

Attorney for Plaintiff


VERIFICATION

I, DAVID ROSE, swear under penalty of perjury that the following statements are true and correct:

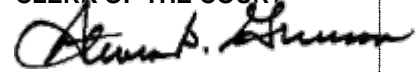
That I am the Plaintiff in the above-entitled action; that I have read the above and foregoing COMPLAINT FOR DIVORCE and know the contents thereof and that the same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22 day of February, 2017



DAVID ROSE



THE COOLEY LAW FIRM

Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Defendant,
SARAH ROSE

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

DAVID ROSE,

Plaintiff/Counterdefendant,

vs.

SARAH ROSE,

Defendant/Counterclaimant.

Case No. D-17-547250-D
Dept No. I

ANSWER AND COUNTERCLAIM FOR DIVORCE

Defendant/Counterclaimant, SARAH ROSE, by and through her attorney of record, Shelly Booth Cooley, and The Cooley Law Firm, hereby files her Answer and Counterclaim for Divorce as follows:

ANSWER

1. SARAH ROSE has made an effort to respond to each and every allegation. However, to the extent any allegation was not responded to, SARAH ROSE denies said allegations.

1 2. SARAH ROSE admits the allegations contained in Paragraphs 1, 2, 3,
2
3 5, 13, 14, 16, 17, and 19 of the Complaint.

4 3. SARAH ROSE denies the allegations contained in Paragraphs 6, 7, 8,
5
6 15, and 18 of the Complaint.

7 4. In answering paragraph 4 of the Complaint, SARAH ROSE admits that
8 the parties are fit and proper to be awarded joint legal custody of the minor children.
9 As to the remaining allegations set forth in said paragraph, SARAH ROSE denies the
10 same.

11
12 5. In answering paragraphs 9, 10, 11, and 12 of the Complaint, the
13 allegations are statements of law; therefore, no answer is necessary. In the event that
14 an answer is required, SARAH ROSE neither admits nor denies the allegations.

15
16 **COUNTERCLAIM FOR DIVORCE**

17
18 SARAH ROSE, as and for a Counterclaim for Divorce against DAVID ROSE,
19 alleges as follows:

20 **I.**

21
22 That SARAH ROSE, for a period of more than six (6) weeks immediately
23 preceding the filing of this action, has been and now is an actual, bona fide resident
24 of the State of Nevada, County of Clark, and has been actually physically present and
25 domiciled in Nevada for more than six (6) weeks prior to the filing of this action.

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VIII.

That the minor children are entitled to the provision of medical insurance by DAVID ROSE, including psychological, psychiatric, dental and optical insurance, as well as hospitalization insurance; and SARAH ROSE and DAVID ROSE should equally bear all unreimbursed medical expenses, including vision, dental and orthodontic expenses, which are not covered by said insurance.

IX.

That there is community property to be adjudicated by the Court, the exact amounts and descriptions of which are presently unknown to SARAH ROSE. SARAH ROSE will seek leave of this Court to amend this Complaint for Divorce to provide this information when it becomes known to her or at the time of trial.

X.

That there is community debt to be adjudicated by the Court, the exact amount and description of which is presently unknown to SARAH ROSE. SARAH ROSE asks permission of this Court to amend this Complaint for Divorce to insert this information when it becomes known to her or at the time of trial.

XI.

That pursuant to NRS 125.150(1), Putterman v. Putterman, 113 Nev. 606, 939 P.2d 1047 (1997), and Lofgren v. Lofgren, 112 Nev. 1282, 926 P.2d 296 (1996), compelling circumstances exist which may support an unequal division of the community and jointly owned property and community debts of the parties. Such

1 compelling circumstances include, but are not limited to DAVID ROSE's
2 waste/dissipation of community and jointly owned property and DAVID ROSE's
3 incurring community debts for non-legitimate purposes.
4

5 **XII.**

6
7 That SARAH ROSE should be awarded spousal support.

8 **XIII.**

9 It has been necessary for SARAH ROSE to retain the services of attorneys to
10 represent her in this divorce action and DAVID ROSE should be ordered to pay
11 SARAH ROSE's attorneys' fees and costs incurred in this matter pursuant to Sargent
12 v. Sargent, 88 Nev. 223, 495 P2d 6128 (1972).
13
14

15 **XIV.**

16 That SARAH ROSE should be permitted to either restore her maiden name:
17 SARAH JANEEN WOODALL, and/or retain her married name: SARAH JANEEN
18 ROSE.
19

20 **XV.**

21 That since said marriage, the parties have become and are incompatible.
22

23 WHEREFORE, SARAH ROSE prays for a Judgment as follows:
24

- 25 1. That DAVID ROSE take nothing by virtue of his Complaint.
- 26 2. That the bonds of matrimony now and heretofore existing between the
27 parties be dissolved, that SARAH ROSE be granted an absolute Decree
28

1 of Divorce, and that the parties hereto be released from all the
2 obligations thereof and restored to the status of single persons;
3

4 3. That the Court grant the relief requested in this Answer and
5 Counterclaim; and
6

7 4. For such other relief as the Court finds to be just and proper.

8 Dated this 8 day of September, 2017.
9

10 THE COOLEY LAW FIRM


11
12 By: 

13 Shelly Booth Cooley
14 Nevada State Bar No. 8992
15 10161 Park Run Drive, Suite 150
16 Las Vegas, Nevada 89145
17 Attorney for Defendant,
18 SARAH ROSE
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SARAH ROSE, being first duly sworn, deposes and says:

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


SARAH ROSE

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_____ **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

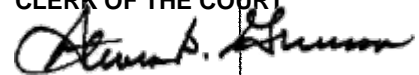
_____ **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

X **BY ELECTRONIC SERVICE:** Pursuant to EDCR 7.26(a)(4), via electronic transmission through the Court's electronic filing system.

BY MAIL AND ELECTRONIC MEANS: Pursuant to NRCP 5(b), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada and via electronic mail.

Regina M. McConnell
McConnell Law Group
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorney for Plaintiff,
DAVID ROSE

/s/ Shelly Booth Cooley
An Employee of The Cooley Law Firm



1 **THE COOLEY LAW FIRM**
2 Shelly Booth Cooley
3 Nevada State Bar No. 8992
4 10161 Park Run Drive, Suite 150
5 Las Vegas, Nevada 89145
6 Telephone Number: (702) 265-4505
7 Facsimile Number: (702) 645-9924
8 E-mail: scooley@cooleylawlv.com
9 Attorney for Defendant,
10 SARAH ROSE

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

9 DAVID ROSE,

10 Plaintiff,

11 vs.

12 SARAH ROSE,

13 Defendant.

Case No. D-17-547250
Dept No. I

14
15
16 **STIPULATED PARENTING AGREEMENT**

17 COME NOW the parents, SARAH ROSE ("MOTHER") and DAVID ROSE
18 ("FATHER") (hereinafter collectively sometimes referred to as the "parents" or the
19 "parties," and individually sometimes referred to as a "parent" or a "party"),
20 personally, and hereby stipulate and agree as follows:

21 The parents have discussed between themselves and have agreed to this
22 Parenting Agreement. The parents further recognize that it may be necessary for the
23 terms and conditions of this Parenting Agreement to be supplemented or revised as
24 the needs of the children and/or the circumstances of the parents change. The
25 parents agree that any such revisions shall be in writing, signed, and dated by both
26 parents. However, the parents understand that such agreed upon revisions and
27 changes do not modify this Court Order. In the event a controversy arises, and until
28 this Order is modified by the Court, this Order of the Court shall remain in full force

APPX0015

1 and effect, and the parents are encouraged to resolve the controversy themselves or
2 seek mediation prior to initiating further Court proceedings and hearings.

3 It is the intent of the parents, SARAH ROSE, the natural mother, and DAVID
4 ROSE, the natural father, to make every effort to maintain free access and
5 unhampered contact between their minor children, DAVID JAMES ROSE, date of
6 birth: 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/20017; and LILY
7 PAIGE ROSE, date of birth: 05/24/2011, and the other parent. Neither parent shall
8 do anything which may estrange the children from the other parent or impair the
9 natural development of the children's love and respect for the other parent. Both
10 parents understand that parenting requires the acceptance of mutual responsibilities
11 and rights insofar as the children are concerned. Each parent agrees to communicate
12 and cooperate with the other parent with respect to all matters relating to their
13 children. The parents understand and agree that the best interests of their children
14 will be served by the parents continuing to openly and freely communicate with each
15 other in a civil manner and to cooperate with each other in raising their children.

16 The parents further agree that it is their intent to be and serve as "co-parents"
17 insofar as the raising of their children are concerned. In establishing such a co-
18 parenting arrangement, the parents acknowledge and agree to comply with and abide
19 by the following key principles of co-parenting:

20 1. Both parents will continue to be fully involved in making major
21 decisions about their children's health, education, welfare, and religion.

22 2. The parents will not place their children between them and their
23 conflicts. The children are to be raised jointly by the parents and the parents agree
24 to do so as two business-like partners. As such business partners, when it comes to
25 the children, they agree to be cordial with each other and work out their differences
26 in a fair and equitable manner.

27 . . .

28 . . .

1 3. Both parents view themselves as having a family. Neither shall be
2 deemed to have a lesser relationship with the children due to any labels this
3 Agreement may establish concerning custody and visitation. Each has a family
4 home and each is entitled to make decisions and have a lifestyle of which the
5 children will be a part when they are in that home. Neither parent shall interfere
6 with the other parent's lifestyle and home life, and to the contrary, each parent
7 agrees to support the other in relation to the children.

8 4. The parents agree that the children shall never be put between the two
9 parents in making a joint decision. Decisions shall be made by the parents together
10 and handed down to the children. The children shall not be permitted to play one
11 parent against the other.

12 5. The parents agree that communication between them regarding their
13 children is essential. The parents will regularly discuss their children's needs,
14 activities and conditions. The parents also will keep each other fully informed about
15 significant events in their children's lives.

16 6. The parents will be jointly responsible for raising their children and
17 will work together to share fairly in their children's expenses (which does not
18 necessarily mean 50-50), living arrangements (which does not necessarily mean 50-
19 50), and care. Both parents will take part in school conferences, doctor's
20 appointments, religious education, etc.

21 7. Both parents acknowledge that they each value and respect the other
22 parent as a co-parent, regardless of their other differences. Each parent also agrees
23 that it is essential for the children to have access to and involvement with both
24 parents.

25 8. Finally, both parents agree that should differences arise between them,
26 every attempt will be made to work such differences out in a fair and equitable
27 manner, before resorting to legal action.

28 ...

1 **I. LEGAL CUSTODY PROVISIONS:**

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
3 DECREED that the parents shall have joint legal custody of the minor children,
4 which, in addition to the "co-parenting" principles set forth above, entails the
5 following:

6 The parents shall consult and cooperate with each other in substantial
7 questions relating to educational programs, significant changes in social
8 environment, and health care of the children.

9 The parents shall have access to medical and school records pertaining to the
10 children and be permitted to independently consult with any and all professionals
11 involved with them.

12 All schools, health care providers, day care providers, and counselors shall
13 be selected by the parents jointly. In the event that the parents cannot agree to the
14 selection of a school, the children shall be maintained in the present school pending
15 mediation and/or further Order of the Court.

16 Each parent shall be empowered to obtain emergency health care for the
17 children without the consent of the other parent. Each parent is to notify the other
18 parent as soon as reasonably possible of any illness requiring medical attention, or
19 any emergency involving the children.

20 Each parent shall be responsible for keeping themselves apprised with
21 information of the well-being of the children, including, but not limited to copies of
22 report cards, school meeting notices, vacation schedules, class programs, requests
23 for conferences, results of standardized or diagnostic tests, notices of activities
24 involving the children, samples of school work, order forms for school pictures, all
25 communications from health care providers, the names, addresses and telephone
26 numbers of all schools, health care providers, regular day care providers and
27 counselors.

28 . . .

1 Each parent shall be responsible for keeping themselves apprised of school,
2 athletic, and social events in which the children participate. Neither parent shall
3 prevent the children's participation in extra-curricular activities. Both parents may
4 participate in school activities for the children such as open house, attendance at an
5 athletic event, etc.

6 Each parent is to provide the other parent with the address and telephone
7 number at which the minor children reside, and to notify the other parent within 30
8 days prior to any change of address and provide the telephone number as soon as it
9 is assigned.

10 Each parent is to provide the other parent with a travel itinerary and telephone
11 numbers at which the children can be reached whenever they will be away from the
12 parent's home for a period of 48 hours or more.

13 Each parent shall be entitled to daily, reasonable telephone communication
14 with the children on any day that the parent does not have custody of the children.
15 Said calls shall be initiated by the parent seeking to contact the children. Each
16 parent is restrained from unreasonably interfering with the children's right to
17 privacy during such telephone conversations. Moreover, during each parent's
18 custodial time periods, the minor children may initiate and shall have unhampered
19 contact and access to the other parent and all extended family members, including
20 but not limited to telephone calls, correspondence and notices.

21 The parents will consult with each other before enrolling the minor children
22 in any extracurricular activities. For those activities that would require the minor
23 children to participate in them during the other parent's custodial time, those
24 activities must be agreed to in advance by the parents, before enrolling the children
25 in the extra-curricular activity.

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1 **II. PHYSICAL CUSTODY PROVISIONS:**

2 **PHYSICAL CUSTODY:** IT IS STIPULATED and THEREFORE
3 ORDERED, ADJUDGED AND DECREED that the parties shall share Joint
4 Physical Custody of the children. MOTHER shall have custody of the children
5 from Wednesday after school (or at 3:00 p.m. if school is no in session) through
6 Sunday at 11:00 a.m. FATHER shall have custody of the children from Sunday at
7 11:00 a.m. through Wednesday after school (or at 3:00 p.m. if school is not in
8 session). The parents agree to be flexible and to cooperate in good faith with each
9 other with regard to their custodial time with the children.

10 **III. HOLIDAY PROVISIONS:**

11 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
12 DECREED that the parents shall abide by the following holiday visitation schedule,
13 which shall take precedence over, but not break the continuity of, the regular
14 visitation schedule and shall be defined as follows:

HOLIDAY	ODD YEAR	EVEN YEAR
Martin Luther King, Jr.'s Birthday: This holiday shall be defined as the third Monday in January and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
Presidents' Day: This holiday shall be defined as the third Monday in February and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Mother	Father
Easter Sunday: This holiday shall be begin the Saturday prior to Easter Sunday at 7:00 p.m. and shall conclude the following Monday at 9:00 a.m.	Father	Mother
Mother's Day: Mother's Day shall be defined as the second Sunday in May and shall begin Sunday at 9:00 a.m. and conclude the morning following Mother's Day at 9:00 a.m. (or return to school).	Mother	Mother
Memorial Day: This holiday shall be defined as the last Monday in May and shall begin at 3:00 p.m.	Mother	Father

1	(or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.		
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4	<u>Father's Day:</u> Father's Day shall be defined as the third Sunday in June and shall begin Sunday at 9:00 a.m. and conclude the morning following Father's Day at 9:00 a.m. (or return to school).	Father	Father
5			
6	<u>Independence Day:</u> This holiday shall be defined as July 4 th and the holiday 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 a Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on July 4 th and continue until July 5 th at 9:00 a.m.	Mother	Father
7			
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10	<u>Labor Day:</u> This holiday shall be defined as the first Monday in September and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
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13			
14	<u>Nevada Day:</u> This holiday shall be defined as the last Friday in October and shall begin at 3:00 p.m. (or recess of school) on the Thursday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
15			
16			
17	<u>Halloween:</u> Halloween shall be defined as beginning on October 31 st at 9:00 a.m. and concludes November 1 st at 9:00 a.m.	Father	Mother
18			
19	<u>Veterans' Day:</u> This holiday shall be defined as November 11 th and the holiday 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 a Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on November 11 th and continue until November 12 th at 9:00 a.m.	Father	Mother
20			
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24	<u>Thanksgiving and Family Day:</u> This holiday shall be defined as the fourth Thursday in November and the Friday following the fourth Thursday in November and shall begin at 3:00 p.m. on the day school recesses preceding the holiday and concludes at 9:00 a.m. (or return to school) on the first weekday following the holiday.	Mother	Father
25			
26			
27			
28	<u>Winter Break:</u> Winter Break shall be divided into two (2) periods with the first period commencing		

when school recesses for Winter Break (or 3:00 p.m. if the children are not in school) and continue until the midpoint of Winter Break. If the midpoint falls on December 25 th , the parties shall exchange the children on December 26 th at 10:00 a.m. The second period shall commence on the midpoint of Winter Break at 10:00 a.m. and continues until school is scheduled to resume (or 9:00 a.m. if the children are not in school).		
<u>First Period/Christmas Day (December 25th)</u>	Mother	Father
<u>Second Period/New Year's Day (January 1st)</u>	Father	Mother
<u>Children's Birthdays:</u> The children's birthdays shall be defined as beginning on the day of the birthday at 9:00 a.m. and concludes the following day at 9:00 a.m.	Mother	Father
<u>Parents' Birthdays:</u> The children shall reside with each parent on his/her birthday on the individual day at 9:00 a.m. and concludes the morning following the individual day at 9:00 a.m. Father's birthday is May 26 th . Mother's birthday is August 17 th .		
<u>Vacations:</u> Each parent shall be entitled to 14 days of vacation time annually, upon 30 days written notice to the other parent. In the event that the parents' schedule conflicting vacations with the minor child, Mother's plans shall be given priority in even-numbered years and Father's plans shall be given priority in odd-numbered years. Neither parent shall schedule vacation time during the other parent's holiday time or during time the child is scheduled to be in school.		

IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and DECREED that any holiday, break or special occasion not specifically mentioned in this Decree shall be celebrated with the parent who is regularly scheduled to be with the minor children on that day.

IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and DECREED that if either parent is required to work during their designated holiday visitation time, the other parent will be entitled to have the children during the time the other parent is working, without penalty to the working parent.

1 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and
2 DECREED that the parents shall be flexible and act in good faith so that the
3 children may participate in social activities (i.e., weddings, funerals, family
4 reunions, birthday parties, etc.) during the other parent's custodial time.

5 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
6 DECREED that the parents understand and agree that the custody and holiday
7 visitation schedule may be modified at any time by mutual agreement of the parents,
8 and the parents will endeavor to work together with respect to custody of the minor
9 children in a manner which best serves the children's interests. Such revisions shall
10 be in writing, signed and dated by both parents. However, both parents understand
11 that the agreed upon changes do not modify this Court Order. In the event of
12 controversy, this Order of the Court will remain in full force and effect until
13 modified by the Court.

14 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
15 DECREED that the parties understand and agree that the children shall continue to
16 be able to participate in all extra curricular and sports activities in which they have
17 already been participating. The parents will cooperate regarding transportation to
18 ensure that their children will continue to participate in all extra curricular and
19 sports activities in which they have already been participating.

20 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
21 DECREED that neither parent will sign the children up for any new extra-curricular
22 activities that will infringe upon the other parent's scheduled time with the children,
23 without the written consent of the other parent, before enrolling the children in the
24 extra-curricular activity.

25 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
26 DECREED that the parents agree that they will consider the children's wishes and
27 input with regard to the children's participation in extra-curricular activities.

28 . . .

1 NOTICE IS HEREBY GIVEN that the following statutory notices relating
2 to custody are applicable to FATHER and MOTHER:

3 A. Pursuant to EDCR 5.301, the parties, and each of them, are hereby
4 placed on notice of the following:

5 All lawyers and litigants possessing knowledge of matters being
6 heard by the family division are prohibited from:

7 (a) Discussing the issues, proceedings, pleadings, or papers on
8 file with the court with any minor child;

9 (b) Allowing any minor child to review any such proceedings,
10 pleadings, or papers or the record of the proceedings before the court,
11 whether in the form of transcripts, audio, or video recordings, or
12 otherwise;

13 (c) Leaving such materials in a place where it is likely or
14 foreseeable that any child will access those materials; or

15 (d) Knowingly permitting any other person to do any of the things
16 enumerated in this rule, without written consent of the parties or the
17 permission of the court.

18 B. Pursuant to NRS 125C.006, the parties, and each of them, are hereby
19 placed on notice of the following:

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

27 (a) Attempt to obtain the written consent of the noncustodial parent
28 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
custodial parent if the court finds that the noncustodial parent refused
to consent to the custodial parent's relocation with the child:

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

(b) For the purpose 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.

C. Pursuant to NRS 125C.0065, the parties, and each of them, are hereby
placed on notice of the following:

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

1 State that is at such a distance that would substantially impair the
2 ability of the other parent to maintain a meaningful relationship with
3 the child, and the relocating parent desires to take the child with him
4 or her, the relocating parent shall, before relocating:

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

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

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

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

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

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

18 D. Pursuant to chapters 125A of NRS and NRS 125C.0601 to 125C.0693,
19 the parties, and each of them, are hereby placed on notice of the following:

20 PENALTY FOR VIOLATION OF ORDER: THE
21 ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN
22 VIOLATION OF THIS ORDER IS PUNISHABLE AS A
23 CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS
24 200.359 provides that every person having a limited right of custody
25 to a child or any parent having no right of custody to the child who
26 willfully detains, conceals, or removes the child from a parent,
27 guardian or other person having lawful custody or a right of visitation
28 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.

E. Pursuant to provisions of NRS 125C.0045(7), the parties, and each of
them, are hereby placed on notice 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 as follows:

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

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

11 F. The parents understand and acknowledge that, pursuant to the terms of
12 the Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and the Uniform Child
13 Custody Jurisdiction and Enforcement Act, NRS 125A.005, et seq., the courts of
14 Nevada have exclusive modification jurisdiction of the custody, visitation, and child
15 support terms relating to the child at issue in this case so long as either of the
16 parents, or the child, continue to reside in Nevada.

17 G. The parents acknowledge that the United States is the country and
18 Nevada is the State of habitual residence of the minor child herein.

19 The above STIPULATED PARENTING AGREEMENT reflects the rights
20 and obligations of each parent as they pertain to the legal and physical custody of
21 the parents' minor children. The parents hereby agree to fully comply with the same;
22 and in witness whereof, the parents hereto have hereunto set their hands to this
23 STIPULATED PARENTING AGREEMENT the year and date written below each
24 parents' respective signature.

25 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
26 DECREED that, by and between the parties hereto, that the above and foregoing
27 STIPULATED PARENTING AGREEMENT is acceptable to the parents, is fair, is
28 in the children's best interest; and the parents respectfully request the Court to adopt

...

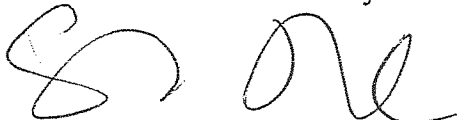
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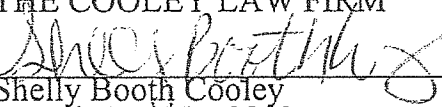
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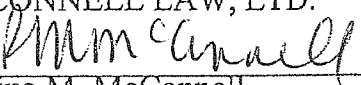
1 and ratify the same, and to enter the said STIPULATED PARENTING
2 AGREEMENT as the Order of this Court in any divorce proceeding filed to
3 terminate the parties' marriage.

4 IT IS SO AGREED by the undersigned this _____ day of July, 2017.

5 
6 SARAH ROSE
7 Defendant


DAVID ROSE
Plaintiff

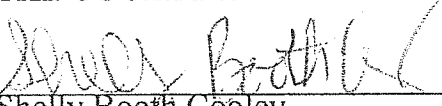
8 THE COOLEY LAW FIRM
9 
10 Shelly Booth Cooley
11 Nevada Bar No. 8992
12 10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant,
SARAH ROSE

McCONNELL LAW, LTD.

Regina M. McConnell
Nevada Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorneys for Plaintiff,
DAVID ROSE

13
14
15 IT IS SO ORDERED this _____ day of OCT 25 2017, 2017.

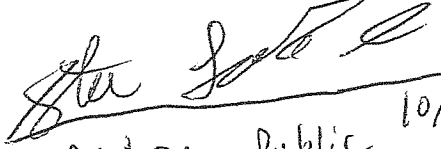
16
17 
18 District Court Judge
19 

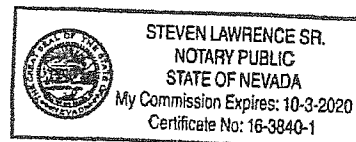
20 Respectfully Submitted:

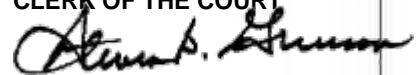
21 THE COOLEY LAW FIRM
22 
23 Shelly Booth Cooley
24 Nevada Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant,
SARAH ROSE

State of Nevada
County of Clark

Signed and sworn to (or affirmed)
before me on Oct 11, 2017 by
Sarah Rose

25
26 
27 Notary Public 10/11/17
28





RPLY

REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
McCONNELL LAW, LTD.
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
E-mail: Regina@MLVegas.com
Attorney for Plaintiff, David Rose

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO: D-17-547250-D

DEPT NO: J

REPLY TO COUNTERCLAIM FOR DIVORCE

COMES NOW the Plaintiff, DAVID ROSE, by and through his attorney of record, REGINA M. McCONNELL, ESQ. of McCONNELL LAW, LTD., and replies to Defendant SARAH ROSE's Counterclaim as follows:

1. Answering Paragraph 1 of Counterclaimant's Counterclaim, Plaintiff admits each and every allegation contained therein.

2. Answering Paragraph 2 of Counterclaimant's Counterclaim, Plaintiff admits each and every allegation contained therein.

3. Answering Paragraph 3 of Counterclaimant's Counterclaim, Plaintiff admits each and every allegation contained therein.

4. Answering Paragraph 4 of Counterclaimant's Counterclaim, Plaintiff admits each and every allegation contained therein.

1 5. Answering Paragraph 5 of Counterclaimant's Counterclaim, Plaintiff admits each and
2 every allegation contained therein.

3 6. Answering Paragraph 6 of Counterclaimant's Counterclaim, Plaintiff denies each and
4 every allegation contained therein.

5 7. Answering Paragraph 7 of Counterclaimant's Counterclaim, Plaintiff denies each and
6 every allegation contained therein.

7 8. Answering Paragraph 8 of Counterclaimant's Counterclaim, Plaintiff denies each and
8 every allegation contained therein.

9 9. Answering Paragraph 9 of Counterclaimant's Counterclaim, Plaintiff admits each and
10 every allegation contained therein.

11 10. Answering Paragraph 10 of Counterclaimant's Counterclaim, Plaintiff admits each and
12 every allegation contained therein.

13 11. Answering Paragraph 11 of Counterclaimant's Counterclaim, Plaintiff denies each and
14 every allegation contained therein.

15 12. Answering Paragraph 12 of Counterclaimant's Counterclaim, Plaintiff denies each and
16 every allegation contained therein.

17 13. Answering Paragraph 13 of Counterclaimant's Counterclaim, Plaintiff denies each and
18 every allegation contained therein.

19 14. Answering Paragraph 14 of Counterclaimant's Counterclaim, Plaintiff admits each and
20 every allegation contained therein.

21 15. Answering Paragraph 15 of Counterclaimant's Counterclaim, Plaintiff admits each and
22 every allegation contained therein.

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FURTHER RESPONSE AND GENERAL DENIAL

As for the Defendants' further response to Plaintiff's Complaint, Defendant denies each and every, all and singular allegations contained therein not hereinbefore expressly admitted, denied or otherwise qualified.

PRAYER FOR RELIEF

1. Answering Paragraph 1 of Counterclaimant's Prayer for Relief, Plaintiff disagrees with each and every request contained therein.

2. Answering Paragraph 2 of Counterclaimant's Prayer for Relief, Plaintiff agrees with each and every request contained therein.

3. Answering Paragraph 3 of Counterclaimant's Prayer for Relief, Plaintiff disagrees with each and every request contained therein.

4. Answering Paragraph 4 of Counterclaimant's Prayer for Relief, Plaintiff is without knowledge as to this request and therefore disagrees with each and every request contained therein.

DATED this 15th day of December, 2017

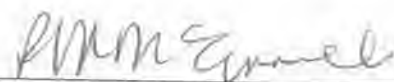
McCONNELL LAW, LTD.


REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
Attorney for Plaintiff/Counterdefendant

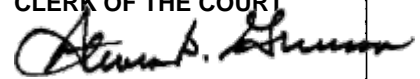
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on 15th day of December, 2017, a true and correct copy of the foregoing REPLY TO COUNTERCLAIM, was served by electronic mail, pursuant to Clark County District Court Administrative Order 14-2 as identified in Rule 9 of the NEFCR to the following:

Shelly Booth Cooley, Esq.
THE COOLEY LAW FIRM
E-mail: scooley@cooleylawlv.com
Attorney for Defendant/Counterclaimant



An employee of
McCONNELL LAW, LTD.



1 **DECD**
2 **THE COOLEY LAW FIRM**
3 Shelly Booth Cooley
4 Nevada State Bar No. 8992
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone Number: (702) 265-4505
8 Facsimile Number: (702) 645-9924
9 E-mail: scooley@cooleylawlv.com
10 Attorney for Defendant,
11 **SARAH JANEEN ROSE**

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

16 **DAVID JOHN ROSE,**

17 Plaintiff,

18 vs.

19 **SARAH JANEEN ROSE,**

20 Defendant.

Case No. D-17-547250-D
Dept No. I

Date of Hearing: N/a
Time of Hearing: N/a

21
22 **STIPULATED DECREE OF DIVORCE**

23 The above captioned matter having come before this Honorable
24 Court upon the Complaint for Divorce of the Plaintiff, DAVID JOHN
25 ROSE, represented by his counsel of record, Regina M. McConnell, and
26 McConnell Law Group, Ltd., and Defendant, SARAH JANEEN ROSE,
27
28

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

1 represented by her counsel of record, Shelly Booth Cooley, and The Cooley
2 Law Firm, and having filed her Answer in the time allotted by law; and
3 the Court having considered the Stipulation of the parties and being fully
4 advised in the premises FINDS, ORDERS and DECREES as follows:
5

6
7 **I. FACTS OF CASE**

8 DAVID JOHN ROSE and SARAH JANEEN ROSE were married on
9 the 17th day of June, 2006, in the City of Las Vegas, County of Clark, State
10 of Nevada. A Complaint for Divorce was filed by Plaintiff, DAVID JOHN
11 ROSE, in this action on 02/22/2017. Defendant, SARAH JANEEN ROSE,
12 filed her Answer and Counterclaim for Divorce on 09/26/2017. Plaintiff,
13 DAVID JOHN ROSE, filed an Affidavit in support his residency on
14 03/23/2018.
15
16
17

18 DAVID JOHN ROSE's current address is 8059 Torremolinos
19 Avenue, Las Vegas, Nevada. SARAH JANEEN ROSE's current address
20 is 63 Wyoming Avenue, Henderson, Nevada.
21

22 The Court FINDS that DAVID JOHN ROSE is age 32, and is
23 employed on a full-time basis with Las Vegas Metropolitan Police
24 Department as a Sergeant. SARAH JANEEN ROSE is age 29, and is
25 employed on a full-time basis with Academica-Doral Academy Pebble
26 Campus.
27
28

1 The parties have three (3) minor children born the issue of this
2 marriage: DAVID JAMES ROSE, date of birth: 04/12/2007; CARSON
3 DAVID ROSE, date of birth: 04/12/2007; and, LILY PAIGE ROSE, date of
4 birth: 05/24/2011. The parties have no adopted children, SARAH JANEEN
5 ROSE is not now pregnant and the parties are not Intended Parents.
6
7

8 **II. FINDINGS OF FACT, CONCLUSIONS OF LAW**
9 **AND ORDERS OF THE COURT**

10 The Court FINDS that it has both personal jurisdiction over the
11 parties and subject matter jurisdiction over this divorce action.
12

13 The Court FINDS that DAVID JOHN ROSE and SARAH JANEEN
14 ROSE are incompatible in their tastes, natures, views, likes and dislikes,
15 which have become so widely separate and divergent that the parties have
16 been and are now incompatible to such an extent that it now appears that
17 there is no possibility of reconciliation between DAVID JOHN ROSE
18 and SARAH JANEEN ROSE, and there remains such an incompatible
19 temperament between the DAVID JOHN ROSE and SARAH JANEEN
20 ROSE that a happy marital relationship and status can no longer exist.
21 The parties are entitled to a Decree of Divorce on the grounds of
22 incompatibility.
23
24
25
26

27 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
28 DECREED that the bonds of matrimony now and heretofore existing

1 between DAVID JOHN ROSE and SARAH JANEEN ROSE be dissolved;
2 that DAVID JOHN ROSE is granted an absolute Decree of Divorce; and
3 that each of the parties hereto be restored to the status of a single,
4 unmarried person.
5

6 THE COURT FINDS that there are three (3) minor children born
7 the issue of this marriage: DAVID JAMES ROSE, date of birth:
8 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/2007; and, LILY
9 PAIGE ROSE, date of birth: 05/24/2011. The parties have no adopted
10 children, SARAH JANEEN ROSE is not now pregnant and the parties are
11 not Intended Parents.
12
13
14

15 The Court FINDS that the parties' have resolved their child custody
16 issues by its entry of the Stipulated Parenting Agreement filed
17 10/30/2017, a copy of which is attached hereto as **Exhibit "A"** the terms
18 of the Stipulated Parenting Agreement are ratified, confirmed, and
19 approved by the Court at this time, and the same is incorporated into this
20 Decree of Divorce as though the same were set forth in this Decree in full.
21
22
23

24 The Court FINDS that there is community property and community
25 debt to be adjudicated by this Court.
26

27 The Court FINDS that the parties' have resolved all other issues,
28 including, but not limited to, child support, division of assets and debts,

1 marital waste claims, alimony and attorneys's fees and costs as is
2 memorialized by the Memorandum of Understanding, a copy of which is
3 attached hereto as **Exhibit "B."**

4
5 **A. Child Custody**

6
7 The parties' have resolved their child custody issues by its entry of
8 the Stipulated Parenting Agreement filed 10/30/2017, a copy of which is
9 attached hereto as **Exhibit "A."** The terms of the Stipulated Parenting
10 Agreement are ratified, confirmed, and approved by the Court at this
11 time, and the same is incorporated into this Decree of Divorce as though
12 the same were set forth in this Decree in full.
13
14

15 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
16 AND DECREED that the parties shall abide by Judge Moss' Mutual
17 Behavior Order, a copy of which is attached hereto as **Exhibit "C,"** the
18 terms of which are ratified, confirmed, and approved by the Court at this
19 time, and the same is incorporated into this Decree of Divorce as though
20 the same were set forth in this Decree in full.
21
22

23 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
24 AND DECREED that the family dog, Abby, shall travel with the children
25 between homes, once SARAH JANEEN ROSE has her own residence. If
26
27

28 . . .

1 either party no longer wants the dog, there shall be a "free" right of first
2 refusal to the other party.
3

4 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
5 AND DECREED that the Court retains jurisdiction of the parties and the
6 subject matter hereof for the purpose of making such other and further
7 orders as relates to the care and custody of the minor children of the
8 parties as to the Court may seem meet and proper from time to time
9 hereafter during the minority of said children.
10

11 NOTICE IS HEREBY GIVEN that the following statutory notices
12 relating to custody are applicable to DAVID JOHN ROSE and SARAH
13 JANEEN ROSE:
14

15 1) Pursuant to EDCR 5.301, the parties, and each of them, are
16 hereby placed on notice of the following:
17

18 All lawyers and litigants possessing knowledge of
19 matters being heard by the family division are prohibited
20 from:
21

22 (a) Discussing the issues, proceedings, pleadings, or
23 papers on file with the court with any minor child;

24 (b) Allowing any minor child to review any such
25 proceedings, pleadings, or papers or the record of the
26 proceedings before the court, whether in the form of
27 transcripts, audio, or video recordings, or otherwise;

28 (c) Leaving such materials in a place where it is likely or
foreseeable that any child will access those materials; or

(d) Knowingly permitting any other person to do any of the
things enumerated in this rule, without written consent of the
parties or the permission of the court.

1
2
3 B. Pursuant to NRS 125C.006, the parties, and each of them, are
4 hereby placed on notice of the following:

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

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

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

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

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

22 (b) For the purpose of harassing the custodial parent.

23 3. A parent who relocates with a child pursuant to this section
24 without the written consent of the noncustodial parent or the
25 permission of the court is subject to the provisions of NRS
26 200.359.

27 C. Pursuant to NRS 125C.0065, the parties, and each of them, are
28 hereby placed on notice of the following:

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

1 to a place within this State that is at such a distance that
2 would substantially impair the ability of the other parent to
3 maintain a meaningful relationship with the child, and the
4 relocating parent desires to take the child with him or her, the
relocating parent shall, before relocating:

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

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

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

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

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

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

17 D. Pursuant to chapters 125A of NRS and NRS 125C.0601 to
18 125C.0693, the parties, and each of them, are hereby placed on notice of
19 the following:
20

21 PENALTY FOR VIOLATION OF ORDER: THE
22 ABDUCTION, CONCEALMENT OR DETENTION OF A
23 CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE
24 AS A CATEGORY D FELONY AS PROVIDED IN NRS
25 193.130. NRS 200.359 provides that every person having a
26 limited right of custody to a child or any parent having no
27 right of custody to the child who willfully detains, conceals, or
removes the child from a parent, guardian or other person
28 having lawful custody or a right of visitation of the child in
violation of an order of this court, or removes the child from

1 the jurisdiction of the court without the consent of either the
2 court or all persons who have the right to custody or visitation
3 is subject to being punished for a category D felony as provided
4 in NRS 193.130.

5 E. Pursuant to provisions of NRS 125C.0045(7), the parties, and
6 each of them, are hereby placed on notice that the terms of the Hague
7 Convention of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country as follows:
10
11

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

14 (a) The parties may agree, and the court shall include in the
15 order for custody of the child, that the United States is the
16 country of habitual residence of the child for the purposes of
17 applying the terms of the Hague Convention as set forth in
18 Subsection 7.

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

F. The parents understand and acknowledge that, pursuant to the

1 terms of the Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and
2 the Uniform Child Custody Jurisdiction and Enforcement Act, NRS
3 125A.005, et seq., the courts of Nevada have exclusive modification
4 jurisdiction of the custody, visitation, and child support terms relating to
5 the child at issue in this case so long as either of the parents, or the child,
6 continue to reside in Nevada.
7

8
9 G. The parents acknowledge that the United States is the country
10 and Nevada is the State of habitual residence of the minor child(ren)
11 herein.
12

13
14 **B. Child Support:**

15 The Court FINDS that DAVID JOHN ROSE's gross monthly income
16 is \$8,671. Twenty-nine percent (29%) of DAVID JOHN ROSE's gross
17 monthly income is \$2,514.59. DAVID JOHN ROSE's gross monthly income
18 falls into the fourth tier of the Presumptive Maximum Amounts of Child
19 Support (NRS 125B.070) effective July 1, 2017, through June 30, 2018,
20 and the presumptive maximum amount DAVID JOHN ROSE may be
21 required to pay per month per child is \$905 (or \$2,715 for three (3)
22 children).
23
24
25

26 The Court FINDS that SARAH JANEEN ROSE's imputed gross
27 monthly income is \$2,166. Twenty-nine percent (29%) of SARAH
28

1 JANEEN ROSE's gross monthly income is \$628.14. SARAH JANEEN
2 ROSE's gross monthly income falls into the first tier of the Presumptive
3 Maximum Amounts of Child Support (NRS 125B.070) effective July 1,
4 2017, through June 30, 2018, and the presumptive maximum amount
5 SARAH JANEEN ROSE may be required to pay per month per child is
6 \$696 (or \$2,088 for three (3) children).
7

8
9 Twenty-nine percent of DAVID JOHN ROSE's gross monthly income
10 (\$2,514) minus twenty-nine percent of SARAH JANEEN ROSE's gross
11 monthly income (\$628) is \$1,886.
12

13
14 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
15 and DECREED that DAVID JOHN ROSE shall pay child support to
16 SARAH JANEEN ROSE at the rate of \$1,886 per month, commencing
17 April 1, 2017, pursuant to NRS 125B.070, NRS 125B.080, Wright v.
18 Osborn, 114 Nev. 1367 (1998), and Wesley v. Foster, 119 Nev. 110 (2003),
19
20 DAVID JOHN ROSE's child support payment will be due on the first day
21 of each month. These provisions shall continue until such time as the
22 children attain the age of eighteen (18) years, unless the children are still
23 attending high school, and in such event until said children graduate from
24 high school or attain the age of nineteen (19), or until such children are
25 otherwise emancipated pursuant to the Nevada Revised Statutes,
26
27
28

1 whichever occurs first.

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
3
4 AND DECREED that DAVID JOHN ROSE shall pay SARAH JANEEN
5 ROSE the sum of \$13,000 (Thirteen Thousand Dollars) as and for
6
7 constructive child support arrears. Said constructive child support arrears
8 shall be payable in monthly payments of \$270.00 for a period of 48 months
9
10 commencing April 1, 2018.

11 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
12 and DECREED that DAVID JOHN ROSE shall continue to provide
13
14 medical support for the child, if available as a benefit of employment and
15 is reasonable in cost and accessible. Medical support includes, without
16
17 limitation, coverage for health care under a plan of insurance that is
18 reasonable in cost and accessible, including, without limitation, the
19 payment of any premium, co-payment or deductible and the payment of
20
21 medical expenses.

22 Payments of cash for medical support or the costs of coverage for
23
24 health care under a plan of insurance are "reasonable in cost" if: (1) In the
25 case of payments of cash for medical support, the cost to each parent who
26 is responsible for providing medical support is not more than 5 percent of
27
28 the gross monthly income of the parent; or (2) In the case of the costs of

1 coverage for health care under a plan of insurance, the cost of adding a
2 dependent child to any existing coverage for health care or the difference
3 between individual and family coverage, whichever is less, is not more
4 than 5 percent of the gross monthly income of the parent.
5

6 Coverage for health care under a plan of insurance is "accessible" if
7 the plan: (1) Is not limited to coverage within a geographical area; or (2)
8 Is limited to coverage within a geographical area and the child resides
9 within that geographical area.
10

11 These provisions shall continue until such time as the child attains
12 the age of eighteen (18) years, unless the child is still attending high
13 school, and in such event until said child graduates from high school or
14 attains the age of nineteen (19), or until such child is otherwise
15 emancipated pursuant to the Nevada Revised Statutes, whichever occurs
16 first.
17

18 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
19 and DECREED that, pursuant to NRS 125B.080(7), the parties shall
20 equally bear all of the children's unreimbursed medical expenses,
21 including psychiatric, orthodontic, dental and optical costs, which are not
22 covered by said insurance. The parties will abide by the "30/30" rule for
23 unreimbursed medical expenses as follows:
24
25
26
27
28

- 1 a. Documentation of Out-of-Pocket Expenses
2 Required: A party who incurs an out-of-pocket
3 expense for medical care is required to document
4 that expense and proof of payment of that expense.
5 A receipt from the health care provider is sufficient
6 to prove the expense so long as it has the name of
7 the child on it and shows an actual payment by the
8 party.
- 9 b. Proof of Payment Required: A party who has paid
10 a health expense for the minor child of the parties
11 must provide a copy of the proof of payment to the
12 other party and the insurance company within
13 thirty (30) days of the payment being made and in
14 no event later than the expense could have been
15 submitted to insurance for reimbursement. The
16 failure of a party to comply with this provision in a
17 timely manner which causes the claim for
18 insurance reimbursement to be denied by the
19 insurance company as untimely will result in that
20 party being required to pay the entire amount
21 which would have been paid by the insurance
22 company as well as one-half (½) of the expense
23 which would not have been paid by insurance if the
24 claim had been timely filed.
- 25 c. Mitigation of Health Expenses Required; Use of
26 Covered Insurance Providers: Each party has a
27 duty to mitigate medical expenses for the minor
28 child. Absent compelling circumstances, a party
should take the minor child to a health care
provider covered by the insurance in effect and use
preferred providers if available in order to
minimize the cost of health care as much as
possible. The burden is on the party using a non-
covered health care provider to demonstrate that
the choice not to use a covered provider or the
lowest cost option was reasonably necessary in the
particular circumstances of that case. If the court

1 finds the choice of a non-covered or more expensive
2 covered provider was not reasonably necessary,
3 then the court may impose a greater portion of
4 financial responsibility for the cost of that health
5 care to the party who incurred that expense up to
6 the full amount which would have been provided by
7 the lowest cost insurance choice.

8 d. Sharing of Insurance Information Required: The
9 party providing insurance coverage for the child
10 has a continuing obligation to provide insurance
11 information including, but not limited to, copies of
12 policies and changes thereto as they are received,
13 claim forms, preferred provider lists (as modified
14 from time to time), and identification card. The
15 failure of the insuring party to timely supply any of
16 the above items to the other party which results in
17 the claim for treatment being denied by the
18 insurance company in whole or in part will result
19 in the amount which would have been paid by the
20 insurance policy being paid by the insuring party.

21 e. Reimbursement For Out-of-Pocket Expenses: A
22 party who receives a written request for
23 contribution for an out-of-pocket health care
24 expense incurred by the other party must pay his
25 or her share of the out-of-pocket expense to the
26 paying party within thirty (30) days of receipt of
27 the written request for contribution. The court
28 encourages as much informal written
documentation as possible such as a handwritten
note with copies of the bills and proof of payment
attached. The requesting party shall make a copy
of all papers submitted to the other party and
substantiation for the request. The party receiving
the request for contribution must raise questions
about the correctness of the request for
contribution within the thirty (30) day period after
the request for contribution is received. Any

1 objection to the request for contribution must be
2 made in writing with a copy made for later
3 reference by the court. The parties have stipulated
4 that if the party receiving a request for
5 contribution does not respond to the request within
6 the thirty (30) day period, that party may be
7 assessed attorney's fees if a contempt proceeding or
8 court action is required as a result of the party's
9 failure to pay or timely objection. If the party who
10 owes contribution for a health care expense of the
11 minor child of the parties does not pay the amount
12 due within the thirty (30) day period and fails to
13 respond to the request within the thirty (30) days
14 and if that party is the recipient of periodic
15 payments for child support (if such an obligation
16 arises in the future), the requesting party is
17 authorized to deduct the amount due from the
18 other party from any periodic payments due and
19 payable thirty (30) days after the request for
20 contribution was made in writing subject to the
21 limitation that the maximum recovery by deduction
22 from monthly periodic payments will be no more
23 than two hundred dollars (\$200.00) per month.

18 f Sharing Insurance Reimbursement: If either
19 party receives a payment from an insurance
20 company or medical provider which reimburses
21 payments made out-of-pocket previously by both
22 parties or the other party only, the party receiving
23 the payment must give the other party's share of
the payment to the other party within seven (7)
days of receipt of the payment.

24 g. Timely Submission of Claims to Insurance
25 Company: If either party is permitted under the
26 insurance contract to submit a claim for payment
27 to the insurance company directly, that party must
28 do so in a timely manner. If the claim must be
submitted only by one party, that party must

1 submit the claim in a timely manner. Failure of a
2 party to comply with this timely submission
3 requirement will result in that party being
4 required to pay the entire amount of the claim
5 which would have been paid by insurance if timely
6 submitted and one-half of that amount which
7 would have been paid by insurance.

- 8 h. Effect of Not Obtaining or Maintaining Required
9 Health Insurance Coverage: If a party is required
10 to provide health insurance for a child of the
11 parties and fails to do so when such insurance is
12 available, that party shall be responsible for that
13 portion of any medical expense that would have
14 been paid by a reasonably priced insurance policy
15 available at the time. Should both parties, who are
16 obligated to provide health insurance for the minor
17 child, lose that ability, the parties shall jointly
18 choose and pay for an alternative policy. The court
19 shall reserve jurisdiction to resolve any dispute
20 relating to alternative insurance.
21
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
parties shall alternate the dependent child tax deduction such that
DAVID JOHN ROSE will claim the dependent child tax deduction for the
child DAVID JAMES ROSE on his income taxes beginning with 2018, and
every year thereafter, and SARAH JANEEN ROSE will claim the
dependent child tax deduction for the child CARSON DAVID ROSE on
her income taxes beginning with 2018, and every year thereafter. The
parties shall alternate the dependent child tax deduction for the child

1 LILY PAIGE ROSE, such that DAVID JOHN ROSE will claim LILY
2 PAIGE ROSE in odd years and SARAH JANEEN ROSE will claim LILY
3 PAIGE ROSE in even years.
4

5 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
6 AND DECREED that the Court shall retain jurisdiction of the parties and
7 the subject matter hereof for the purpose of making such other and
8 further orders as relates to the support and maintenance of the minor
9 children of the parties as to the Court may seem meet and proper from
10 time to time hereafter during the minority of said children.
11
12

13 NOTICE IS HEREBY GIVEN that the following statutory notices
14 relating to child support are applicable to DAVID JOHN ROSE and
15 SARAH JANEEN ROSE:
16
17

18 1) Pursuant to **NRS 125B.095**, if an installment of an
19 obligation to pay support for a child becomes delinquent in the amount
20 owed for 1 month's support, a 10% per annum penalty must be added to
21 the delinquent amount.
22

23 2) Pursuant to **NRS 125B.140**, if an installment of an
24 obligation to pay support for a child becomes delinquent, the court shall
25 determine interest upon the arrearages at a rate established pursuant to
26 **NRS 99.040**, from the time each amount became due. Interest shall
27
28

1 continue to accrue on the amount ordered until it is paid, and additional
2 attorney's fees must be allowed if required for collection.
3

4 3) Pursuant to **NRS 125B.145**, an award of child support
5 shall be reviewed by the court at least every three (3) years to determine
6 whether the award should be modified. The review will be conducted upon
7 the filing of a request by a (1) parent or legal guardian of the child; or (2)
8 the Nevada State Welfare Division or the District Attorney's Office, if the
9 Division of the District Attorney has jurisdiction over the case.
10
11

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

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

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

24 . . .
25 4. An order for the support of a child may be reviewed at any
26 time upon the basis of changed circumstances.
27

28 4) Pursuant to **NRS 125.450(2)**, the wages and commissions
of the parent responsible for paying support shall be subject to assignment
or withholding for the purpose of payment of the foregoing obligation of
support as provided in **NRS 31A.020** through **31A.240**, inclusive.

1 5) Pursuant to **NRS 125B.055(3)**, each party must, within
2
3 ten (10) days after the entry of this Order, file with the Eighth Judicial
4 District Court, Family Division, 601 North Pecos Road, Las Vegas,
5 Nevada 89101, and with the State of Nevada, Department of Human
6 Resources, Welfare Division, a Child Support and Welfare Party
7 Identification Sheet setting forth:
8

- 9
10 (a) The names, dates of birth, social security numbers
11 and driver's license numbers of the parents of the child;
12 (b) The name and social security number of the child;
13 (c) The case identification number assigned by the court; and
14 (d) Such other information as the welfare department
15 determines is necessary to carry out the provisions of 42
16 U.S.C. Section 654a.

17
18 **C. Community Property:**

19
20 **1. Awarded to Plaintiff, DAVID JOHN ROSE:**

21
22 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
23 AND DECREED that DAVID JOHN ROSE is hereby awarded as her sole
24 and separate property, free of any claims of SARAH JANEEN ROSE, sole
25 ownership of the following:
26

- 27 a) The sum of \$5,000 (Five Thousand Dollars) from the
28 approximate \$55,585.95 (Fifty-five Thousand Five Hundred
Eighty-Five Dollars and Ninety-Five Cents) from the proceeds
from the sale of the Marital Residence located at 7705 Young

1 Harbor Drive, Las Vegas, Nevada, within five (5) days of
2
3 executing the Decree of Divorce. The parties acknowledge that
4 the proceeds from the sale of the Marital Residence are
5 currently being held in the trust account of Regina M.
6 McConnell.
7

8 b) One-half of the community portion, as defined within
9 Nevada law as articulated in Gemma v. Gemma, 105 Nev. 458
10 (1989), and Fondi v. Fondi, 106 Nev. 856 (1990), in DAVID
11 JOHN ROSE's Las Vegas Metropolitan Police Department
12 Public Employees' Retirement System of Nevada Pension
13 benefits, said pension benefits to be divided pursuant to a
14 Qualified Domestic Relations Order ("QDRO"), based upon a
15 selection of Option 2 being made at the time of retirement so
16 as to name SARAH JANEEN ROSE as the irrevocable
17 survivor beneficiary of DAVID JOHN ROSE' pension benefits
18 upon death, to divide said retirement account. The parties
19 shall engage the services of Shann D. Winesett, of Las Vegas
20 QDRO, located at 8925 South Pecos Road, Suite 14C,
21 Henderson, Nevada 89074, Telephone: (702) 263-8438, E-Mail:
22 customerservice@lasvegasqdro.com, for the preparation of the
23
24
25
26
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1 QDRO immediately after both parties and their respective
2 counsel duly execute the Stipulated Decree of Divorce. SARAH
3 JANEEN ROSE and DAVID JOHN ROSE shall equally bear
4 the cost associated with preparing said QDRO (approximately
5 \$800.00). Both parties are authorized to communicate with the
6 preparer of the QDRO with regard to preparation of the
7 QDRO. Both parties understand that The Cooley Law Firm
8 and McConnell Law Group, Ltd. are not responsible for the
9 preparation of the QDRO.
10

11 c) All right, title and interest in the furniture and
12 furnishings in his possession.
13

14 d) All right, title and interest in the 2015 Dodge Challenger
15 automobile in her possession, if any, subject to any
16 encumbrances thereon. Both parties names are associated with
17 the loan on said automobile. As such, DAVID JOHN ROSE
18 shall have six (6) months to refinance said loan, removing
19 SARAH JANEEN ROSE's name from said loan obligation.
20

21 e) Any and all bank or financial institution accounts in his
22 name alone.
23

24 g) All personal property and jewelry in his possession.
25
26
27
28

1 h) All of his personalities.

2 2. Awarded to Defendant, SARAH JANEEN ROSE:

3
4 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
5 AND DECREED that SARAH JANEEN ROSE is hereby awarded as her
6
7 sole and separate property, free of any claims of DAVID JOHN ROSE, sole
8 ownership of the following:

9 a) The sum of \$27,792.98 (Twenty-seven Thousand Seven
10 Hundred Ninety-Two Dollars and Ninety-Eight Cents) from
11 the approximate \$55,585.95 (Fifty-five Thousand Five
12 Hundred Eighty-Five Dollars and Ninety-Five Cents) from the
13 proceeds from the sale of the Marital Residence located at 7705
14 Young Harbor Drive, Las Vegas, Nevada, to be paid within
15 five (5) days of executing the Decree of Divorce. The parties
16 acknowledge that the proceeds from the sale of the Marital
17 Residence are currently being held in the trust account of
18 Regina M. McConnell.
19

20 b) One-half of the community portion, as defined within
21 Nevada law as articulated in Gemma v. Gemma, 105 Nev. 458
22 (1989), and Fondi v. Fondi, 106 Nev. 856 (1990), in DAVID
23 JOHN ROSE's Las Vegas Metropolitan Police Department
24
25
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28

1 Public Employees' Retirement System of Nevada Pension
2 benefits, said pension benefits to be divided pursuant to a
3 Qualified Domestic Relations Order ("QDRO"), based upon a
4 selection of Option 2 being made at the time of retirement so
5 as to name SARAH JANEEN ROSE as the irrevocable
6 survivor beneficiary of DAVID JOHN ROSE' pension benefits
7 upon death, to divide said retirement account. The parties
8 shall engage the services of Shann D. Winesett, of Las Vegas
9 QDRO, located at 8925 South Pecos Road, Suite 14C,
10 Henderson, Nevada 89074, Telephone: (702) 263-8438, E-Mail:
11 customerservice@lasvegasqdro.com, for the preparation of the
12 QDRO immediately after both parties and their respective
13 counsel duly execute the Stipulated Decree of Divorce. SARAH
14 JANEEN ROSE and DAVID JOHN ROSE shall equally bear
15 the cost associated with preparing said QDRO (approximately
16 \$800.00). Both parties are authorized to communicate with the
17 preparer of the QDRO with regard to preparation of the
18 QDRO. Both parties understand that The Cooley Law Firm
19 and McConnell Law Group, Ltd. are not responsible for the
20 preparation of the QDRO.
21
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1 c) All right, title and interest in the 2012 Scion XB
2 automobile, subject to the encumbrance thereon.
3

4 d) All right, title and interest in the furniture and
5 furnishings in her possession.
6

7 e) Any and all bank or financial institution accounts in her
8 name alone.
9

10 f) All personal property and jewelry in her possession.

11 gh) All of her personalties.
12

13 **D. Community Debt:**

14 **1. To be Paid by Plaintiff, DAVID JOHN ROSE:**

15 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
16 AND DECREED that DAVID JOHN ROSE shall assume and pay the
17 following debts, and he shall further indemnify and hold SARAH JANEEN
18 ROSE harmless therefrom:
19

20
21 a) Any and all debts associated with the assets awarded to
22 him herein.
23

24 b) Any and all debts in his name alone.

25 c) Any and all credit cards in his name alone.

26 d) Any and all debts incurred solely by DAVID JOHN ROSE
27 as of the parties separation, which occurred on 02/21/2017.
28

1 **2. To be Paid by Defendant, SARAH JANEEN ROSE:**

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
3
4 AND DECREED that SARAH JANEEN ROSE shall assume and pay the
5 following debts, and she shall further indemnify and hold DAVID JOHN
6 ROSE harmless therefrom:
7

- 8 a) Any and all debts associated with the assets awarded to
9 her.
10
11 b) Any and all debts in her name alone.
12
13 c) Any and all credit cards in her name alone.
14
15 d) Any and all debts incurred solely by SARAH JANEEN
16 ROSE as of the parties separation, which occurred on
17 02/21/2017.

18 **E. Alimony:**

19 The Court FINDS that DAVID JOHN ROSE is age 32, and is
20 employed on a full-time basis with Las Vegas Metropolitan Police
21 Department as a Sergeant. SARAH JANEEN ROSE is age 29, and is
22 employed on a full-time basis with Academica-Doral Academy Pebble
23 Campus.
24
25

26 The Court FURTHER FINDS that DAVID JOHN ROSE and SARAH
27 JANEEN ROSE have been married for 11 years 9 months.
28

1 Accordingly, IT IS STIPULATED and THEREFORE ORDERED,
2
3 ADJUDGED AND DECREED that David shall pay SARAH JANEEN
4 ROSE the sum of \$22,792.97 (Twenty-two Thousand Seven Hundred
5 Ninety-Two Dollars and Ninety-Seven Cents) as and for lump sum, non-
6
7 modifiable alimony, to be paid within five (5) days of executing the Decree
8 of Divorce. The parties acknowledge that DAVID JOHN ROSE shall be
9
10 utilizing his share of the proceeds from the Marital Residence, currently
11 held in trust with Regina M. McConnell, to satisfy the alimony obligation.

12 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
13
14 AND DECREED that said lump sum alimony payment received by
15 SARAH JANEEN ROSE shall be included as income to SARAH JANEEN
16 ROSE and deductible to DAVID JOHN ROSE on the parties' respective
17 federal income tax returns.

18
19 **F. Attorneys' Fees:**

20
21 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
22 and DECREED that each party shall bear their own attorneys' fees and
23 costs incurred relative to this matter.

24
25 **G. Change of Name of Defendant, SARAH JANEEN ROSE:**

26 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
27 AND DECREED that SARAH JANEEN ROSE shall be permitted to either
28

1 restore her maiden name: SARAH JANEEN WOODALL, and/or retain her
2 married name: SARAH JANEEN ROSE.
3

4 **H. Tax Provisions:**

5 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
6 AND DECREED that SARAH JANEEN ROSE and DAVID JOHN ROSE
7 shall file separate tax returns beginning with the calendar year of 2018.
8 Each party will report their own individual employment earnings, income,
9 gains and/or deductions arising from the assets and debts awarded to
10 them herein, and the parties agree to indemnify and hold harmless the
11 other from any tax penalties or interest related to their individual tax
12 obligation. Should there be any corrections to any previous tax returns,
13 then each respective party shall be solely responsible for any portion of
14 any liability resulting from that party's respective income.
15

16 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
17 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
18 hereby elect to have the division of their marital estate treated as a
19 non-taxable transfer between spouses.
20

21 NOTICE IS FURTHER GIVEN that under Circular 230 Disclosure:
22 To ensure compliance with United States Treasury Department
23 Regulations, the parties are advised that, unless otherwise expressly
24
25
26
27
28

1 indicated, any federal tax advice that may be in this Decree of Divorce, or
2 which otherwise may pertain to this Decree of Divorce and/or any issue
3 that may be incident to the parties' divorce or their marriage to each
4 other, including any documents attached to this Decree of Divorce, is not
5 intended or written to be used, and cannot be used, by anyone for the
6 purpose of avoiding penalties under the Internal Revenue Code or
7 promoting, marketing or recommending to another party any tax-related
8 matters that may be addressed in this Decree of Divorce or otherwise.
9

12 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
13 AND DECREED that the parties further admit and agree that each of
14 them has had the opportunity to discuss with independent tax counselors,
15 other than the attorney of record in the divorce action filed pertaining to
16 the parties, concerning the income tax and estate tax implications and
17 consequences with respect to the agreed upon division of properties and
18 indebtedness, and SHELLY BOOTH COOLEY, and THE COOLEY LAW
19 FIRM and REGINA M. MCCONNELL and MCCONNELL LAW, LTD.,
20 were not expected to provide and, in fact, did not provide tax advice
21 concerning this Decree of Divorce.
22

26 . . .

28 . . .

1 **I. PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE**
2 **PROPERTY**

3 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
4 AND DECREED that except as otherwise specified herein, any and all
5 property acquired, income received or liabilities incurred by either of the
6 parties hereto, shall be the sole and separate property of the one so
7 acquiring the same, or the sole liability of the one so incurring the same.
8 Each of the parties hereto respectively grants to the other all such future
9 acquisitions of property as the sole and separate property of the one so
10 acquiring the same and holds harmless and agrees to indemnify the other
11 party from any and all liabilities incurred.

12 **J. RIGHT TO DISPOSE OF PROPERTY BY WILL**

13 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
14 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
15 shall each have an immediate right to dispose of or bequeath by will his
16 or her respective interests in and to any and all property belonging to him
17 or her from and after the date hereof, and that such right shall extend to
18 all of the aforesaid future acquisitions of property as well as to all
19 property set over to either of the parties hereto under this Decree of
20 Divorce.

1 **K. WAIVER OF INHERITANCE RIGHTS**

2 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
3
4 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE,
5 except as hereinafter provided, each hereby waive any and all right to the
6 estate of the other left at his or her death and forever quitclaim any and
7 all right to share in the estate of the other by the laws of succession, and
8 said parties hereby release one to the other all rights to inherit from the
9 other. Furthermore, said parties hereby renounce, one to the other, all
10 right to be administrator or administratrix, executor or executrix, of the
11 estate of the other, and said parties hereby waive any and all right to the
12 estate or any interest in the estate of the other by way of inheritance, or
13 otherwise, for family allowance therein or therefrom, to a probate or other
14 homestead upon any property of the other, and to have set aside to him or
15 her any property of the other exempt from execution, and from the date
16 of this Decree of Divorce to the end of the world, said waiver by each in
17 the estate of the other party shall be effective, and said parties shall have
18 all the rights of single persons and maintain the relationship of such
19 toward each other.
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1 **L. MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES**

2 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
3
4 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
5 understand and agree that this Decree of Divorce is deemed to be a final
6 and conclusive and integrated agreement between the parties, and that
7 except as herein specified, each party hereto is hereby released and
8 absolved from any and all liabilities and obligations for the future acts and
9 duties of the other, and that each of said parties hereby releases the other
10 from any and all liabilities, future accounts, alimony and support or
11 otherwise, or debts or obligations of any kind or character incurred by the
12 other except as hereinbefore provided, it being understood that this
13 instrument is intended to settle finally and conclusively the rights of the
14 parties hereto in all respects arising out of their marital relationship
15 except as hereinbefore provided.
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21 **M. EXECUTION OF NECESSARY DOCUMENTS**

22 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
23
24 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
25 shall execute any and all legal documents, certificates of title, bills of sale,
26 stock transfers, deeds or other instruments or documents necessary in
27 order to effectuate transfer of any and all interest either may have in and
28

1 to the said property hereby conveyed and/or transferred to the other as
2 herein above specified in this Decree of Divorce within ten (10) days of
3 presentation of same for such signature. Should either party fail to
4 execute any of said documents to transfer interest to other, then it is
5 agreed that this Decree of Divorce shall constitute a full and complete
6 transfer of the interest of one to the other, as herein above provided, it is
7 further agreed that pursuant to NRCP 70, the Clerk of the Court, shall
8 be deemed to have hereby been appointed and empowered to sign, on
9 behalf of the non-signing party, any of the said documents of transfer
10 which have not been executed by the party otherwise responsible for such,
11 and it is further agreed that this Agreement shall constitute and operate
12 as such properly executed document and the County Assessor and County
13 Recorder and any and all other public and private officials are hereby
14 authorized and directed to accept this Decree of Divorce, or a properly
15 certified copy thereof, in lieu of the document regularly required for such
16 conveyance or transfer.

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23 **N. ACCEPTANCE OF DECREE AND ADVICE OF COUNSEL**

24
25 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
26 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
27 agree that they each have had a reasonable opportunity to seek the advice
28

1 of independent counsel and to obtain adequate and sufficient knowledge
2 of the extent and approximate present value of the community property
3 and separate property of the other, and to the extent of having declined
4 to examine and/or investigate further, have thereby waived and do hereby
5 waive and relinquish the right to do so.
6
7

8 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
9 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
10 further acknowledge that each party has become sufficiently acquainted
11 with the other's earnings, property and financial obligations listed herein,
12 and, to the extent requested, have had a reasonable opportunity to obtain
13 knowledge of the property and financial obligations of the community
14 and/or of the other party, and to the extent that they have not availed
15 themselves of the opportunity to obtain such knowledge, each party
16 expressly waives the right to further disclosure thereof; that they each
17 have ascertained and weighed all of the facts, conditions and
18 circumstances likely to influence their judgement herein; that all matter
19 embodied herein, as well as all questions pertinent hereto have been
20 satisfactorily explained; they that have individually given due
21 consideration to such matters and questions; that, individually, each party
22 clearly understands and consents to all of the provisions herein; that each
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1 party freely, voluntarily, without duress, and with full knowledge of the
2 consequences thereof, have waived their rights as described herein; and
3 that each party voluntarily and expressly waives any right to further
4 disclosure of the property, earnings and financial obligation of the
5 community or the other party beyond the disclosures already provided and
6 contained herein.
7
8

9 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
10 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
11 further acknowledge that the parties' counsel have undertaken neither
12 discovery nor investigation to determine or confirm the nature, extent, or
13 valuation of the assets and obligations of the community and/or of each
14 party. DAVID JOHN ROSE and SARAH JANEEN ROSE agree to
15 indemnify and hold Counsel harmless from liability relating to the
16 valuation of community and/or separate property, debts and/or the herein
17 division of property and debts. DAVID JOHN ROSE and SARAH
18 JANEEN ROSE also acknowledge and agree that each of them has
19 independently obtained sufficient information necessary for them to
20 individually determine, to their satisfaction, the nature, extent, and/or
21 valuation of the subject property and debts. SARAH JANEEN ROSE
22 further acknowledges and agrees that he has not relied on any
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1 representation by Counsel as to the nature, extent, and/or valuation of the
2 subject property and debts and/or with respect to the division of the
3 property and debts herein.
4

5 **O. OMITTED PROPERTY:**
6

7 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
8 AND DECREED that in the event any community property has been
9 omitted from this Decree of Divorce that would have been community
10 property or otherwise jointly-held property under the law applicable as of
11 the date hereof, the concealing or possessory party will transfer or convey
12 to the other party, at the other party's election: (a) the full market value
13 of the other party's interest on the date of this Decree of Divorce, plus
14 statutory interest through and including the date of transfer or
15 conveyance; (b) the full market value of the other party's interest at the
16 time that party discovers that he or she has an interest in such property,
17 plus statutory interest through and including the date of transfer or
18 conveyance; or (c) an amount of the omitted property equal to the other
19 party's interest therein, if it is reasonably susceptible to division.
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25 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
26 AND DECREED that if any claim, action or proceeding is brought seeking
27 to hold the one of the parties hereto liable on account of any debt,
28

1 obligation, liability, act or omission assumed by the other party, the
2 responsible party will, at his or her sole expense, defend the innocent
3 party against any such claim or demand, and he or she will indemnify,
4 defend and hold harmless the innocent party.
5

6
7 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
8 AND DECREED that if any joint debt, obligation, liability, act or omission
9 creating such liability has been omitted from this Decree of Divorce and
10 is subsequently discovered, either party may petition the Court for an
11 allocation of that debt, obligation, liability, or liability arising from such
12 act or omission.
13
14

15 **P. KNOWLEDGE AND DISCLOSURE**

16 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
17 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
18 each acknowledge that he or she has full knowledge of the assets, financial
19 status and possibilities of inheritance of the other at the time of this
20 Decree of Divorce.
21
22

23 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
24 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
25 each warrant that he or she has made full disclosure of all the assets of
26 the parties hereto. Should it be found that there exist other community
27
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1 assets which have not been disclosed and stated in this Decree of Divorce,
2 either party may move the court for a partition of such asset(s) at any
3 time hereafter. With respect to this paragraph, each party hereto
4 specifically waives any and all limitation periods for the bringing of an
5 action to partition such undisclosed asset(s) and further specifically
6 stipulates that the failure to disclose such asset(s) constitutes extrinsic
7 fraud, which will invoke the jurisdiction of the court to partition such
8 undisclosed asset(s) at any future time.
9
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11

12 **Q. ENTIRE AGREEMENT**
13


14 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
15 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
16 expressly agree that this Decree of Divorce constitutes a just and equal
17 distribution of the community assets and liabilities as they are known
18 today and amply addresses the contingencies should there exist assets
19 omitted herefrom. DAVID JOHN ROSE and SARAH JANEEN ROSE
20 further expressly agree that this Decree of Divorce contains the entire
21 agreement of the parties on these matters, superseding any previous
22 agreement between them. No other agreement, statement, or promise
23 made on or before the effective date of this Decree of Divorce by or to
24 either party or his or her agent or representative will be binding on the
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1 parties unless (a) made in writing and signed by both parties, or (b)
2 contained in an order of a Court of competent jurisdiction.
3

4 DATED this ____ day of _____, 2018.

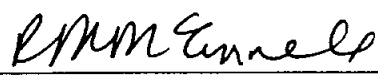
5 
6
7 SARAH JANEEN ROSE

8 THE COOLEY LAW FIRM

9
10 
11 Shelly Booth Cooley
12 Nevada Bar No. 8992
13 10161 Park Run Drive, Suite 150
14 Las Vegas, Nevada 89145
15 Attorneys for Defendant,
16 SARAH JANEEN ROSE

7 
8 DAVID JOHN ROSE

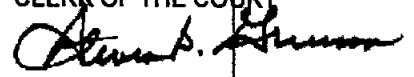
9 MCCONNELL LAW , LTD.

10 
11 Regina M. McConnell
12 Nevada Bar No. 4445
13 9017 S. Pecos Road, 4445
14 Henderson, Nevada 89074
15 Attorneys for Plaintiff,
16 DAVID JOHN ROSE

17
18 IT IS SO ORDERED this ____ day of APR 09 2018, 2018.

19
20 
21 DISTRICT COURT JUDGE @

Exhibit “A”



1 **THE COOLEY LAW FIRM**
2 Shelly Booth Cooley
3 Nevada State Bar No. 8992
4 10161 Park Run Drive, Suite 150
5 Las Vegas, Nevada 89145
6 Telephone Number: (702) 265-4505
7 Facsimile Number: (702) 645-9924
8 E-mail: scooley@cooleylawlv.com
9 Attorney for Defendant,
10 SARAH ROSE

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

9 DAVID ROSE,
10 Plaintiff,

Case No. D-17-547250
Dept No. I

11 vs.

12 SARAH ROSE,
13 Defendant.

14
15
16 **STIPULATED PARENTING AGREEMENT**

17 COME NOW the parents, SARAH ROSE ("MOTHER") and DAVID ROSE
18 ("FATHER") (hereinafter collectively sometimes referred to as the "parents" or the
19 "parties," and individually sometimes referred to as a "parent" or a "party"),
20 personally, and hereby stipulate and agree as follows:

21 The parents have discussed between themselves and have agreed to this
22 Parenting Agreement. The parents further recognize that it may be necessary for the
23 terms and conditions of this Parenting Agreement to be supplemented or revised as
24 the needs of the children and/or the circumstances of the parents change. The
25 parents agree that any such revisions shall be in writing, signed, and dated by both
26 parents. However, the parents understand that such agreed upon revisions and
27 changes do not modify this Court Order. In the event a controversy arises, and until
28 this Order is modified by the Court, this Order of the Court shall remain in full force.

1 and effect, and the parents are encouraged to resolve the controversy themselves or
2 seek mediation prior to initiating further Court proceedings and hearings.

3 It is the intent of the parents, SARAH ROSE, the natural mother, and DAVID
4 ROSE, the natural father, to make every effort to maintain free access and
5 unhampered contact between their minor children, DAVID JAMES ROSE, date of
6 birth: 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/20017; and LILY
7 PAIGE ROSE, date of birth: 05/24/2011, and the other parent. Neither parent shall
8 do anything which may estrange the children from the other parent or impair the
9 natural development of the children's love and respect for the other parent. Both
10 parents understand that parenting requires the acceptance of mutual responsibilities
11 and rights insofar as the children are concerned. Each parent agrees to communicate
12 and cooperate with the other parent with respect to all matters relating to their
13 children. The parents understand and agree that the best interests of their children
14 will be served by the parents continuing to openly and freely communicate with each
15 other in a civil manner and to cooperate with each other in raising their children.

16 The parents further agree that it is their intent to be and serve as "co-parents"
17 insofar as the raising of their children are concerned. In establishing such a co-
18 parenting arrangement, the parents acknowledge and agree to comply with and abide
19 by the following key principles of co-parenting:

20 1. Both parents will continue to be fully involved in making major
21 decisions about their children's health, education, welfare, and religion.

22 2. The parents will not place their children between them and their
23 conflicts. The children are to be raised jointly by the parents and the parents agree
24 to do so as two business-like partners. As such business partners, when it comes to
25 the children, they agree to be cordial with each other and work out their differences
26 in a fair and equitable manner.

27 . . .

28 . . .

1 3. Both parents view themselves as having a family. Neither shall be
2 deemed to have a lesser relationship with the children due to any labels this
3 Agreement may establish concerning custody and visitation. Each has a family
4 home and each is entitled to make decisions and have a lifestyle of which the
5 children will be a part when they are in that home. Neither parent shall interfere
6 with the other parent's lifestyle and home life, and to the contrary, each parent
7 agrees to support the other in relation to the children.

8 4. The parents agree that the children shall never be put between the two
9 parents in making a joint decision. Decisions shall be made by the parents together
10 and handed down to the children. The children shall not be permitted to play one
11 parent against the other.

12 5. The parents agree that communication between them regarding their
13 children is essential. The parents will regularly discuss their children's needs,
14 activities and conditions. The parents also will keep each other fully informed about
15 significant events in their children's lives.

16 6. The parents will be jointly responsible for raising their children and
17 will work together to share fairly in their children's expenses (which does not
18 necessarily mean 50-50), living arrangements (which does not necessarily mean 50-
19 50), and care. Both parents will take part in school conferences, doctor's
20 appointments, religious education, etc.

21 7. Both parents acknowledge that they each value and respect the other
22 parent as a co-parent, regardless of their other differences. Each parent also agrees
23 that it is essential for the children to have access to and involvement with both
24 parents.

25 8. Finally, both parents agree that should differences arise between them,
26 every attempt will be made to work such differences out in a fair and equitable
27 manner, before resorting to legal action.

28 ...

1 **I. LEGAL CUSTODY PROVISIONS:**

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
3 DECREED that the parents shall have joint legal custody of the minor children,
4 which, in addition to the "co-parenting" principles set forth above, entails the
5 following:

6 The parents shall consult and cooperate with each other in substantial
7 questions relating to educational programs, significant changes in social
8 environment, and health care of the children.

9 The parents shall have access to medical and school records pertaining to the
10 children and be permitted to independently consult with any and all professionals
11 involved with them.

12 All schools, health care providers, day care providers, and counselors shall
13 be selected by the parents jointly. In the event that the parents cannot agree to the
14 selection of a school, the children shall be maintained in the present school pending
15 mediation and/or further Order of the Court.

16 Each parent shall be empowered to obtain emergency health care for the
17 children without the consent of the other parent. Each parent is to notify the other
18 parent as soon as reasonably possible of any illness requiring medical attention, or
19 any emergency involving the children.

20 Each parent shall be responsible for keeping themselves apprised with
21 information of the well-being of the children, including, but not limited to copies of
22 report cards, school meeting notices, vacation schedules, class programs, requests
23 for conferences, results of standardized or diagnostic tests, notices of activities
24 involving the children, samples of school work, order forms for school pictures, all
25 communications from health care providers, the names, addresses and telephone
26 numbers of all schools, health care providers, regular day care providers and
27 counselors.

28 . . .

1 Each parent shall be responsible for keeping themselves apprised of school,
2 athletic, and social events in which the children participate. Neither parent shall
3 prevent the children's participation in extra-curricular activities. Both parents may
4 participate in school activities for the children such as open house, attendance at an
5 athletic event, etc.

6 Each parent is to provide the other parent with the address and telephone
7 number at which the minor children reside, and to notify the other parent within 30
8 days prior to any change of address and provide the telephone number as soon as it
9 is assigned.

10 Each parent is to provide the other parent with a travel itinerary and telephone
11 numbers at which the children can be reached whenever they will be away from the
12 parent's home for a period of 48 hours or more.

13 Each parent shall be entitled to daily, reasonable telephone communication
14 with the children on any day that the parent does not have custody of the children.
15 Said calls shall be initiated by the parent seeking to contact the children. Each
16 parent is restrained from unreasonably interfering with the children's right to
17 privacy during such telephone conversations. Moreover, during each parent's
18 custodial time periods, the minor children may initiate and shall have unhampered
19 contact and access to the other parent and all extended family members, including
20 but not limited to telephone calls, correspondence and notices.

21 The parents will consult with each other before enrolling the minor children
22 in any extracurricular activities. For those activities that would require the minor
23 children to participate in them during the other parent's custodial time, those
24 activities must be agreed to in advance by the parents, before enrolling the children
25 in the extra-curricular activity.

26 . . .

27 . .

28 . . .

1 **II. PHYSICAL CUSTODY PROVISIONS:**

2 **PHYSICAL CUSTODY:** IT IS STIPULATED and THEREFORE
3 ORDERED, ADJUDGED AND DECREED that the parties shall share Joint
4 Physical Custody of the children. MOTHER shall have custody of the children
5 from Wednesday after school (or at 3:00 p.m. if school is no in session) through
6 Sunday at 11:00 a.m. FATHER shall have custody of the children from Sunday at
7 11:00 a.m. through Wednesday after school (or at 3:00 p.m. if school is not in
8 session). The parents agree to be flexible and to cooperate in good faith with each
9 other with regard to their custodial time with the children.

10 **III. HOLIDAY PROVISIONS:**

11 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
12 DECREED that the parents shall abide by the following holiday visitation schedule,
13 which shall take precedence over, but not break the continuity of, the regular
14 visitation schedule and shall be defined as follows:

HOLIDAY	ODD YEAR	EVEN YEAR
Martin Luther King, Jr.'s Birthday: This holiday shall be defined as the third Monday in January and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
Presidents' Day: This holiday shall be defined as the third Monday in February and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Mother	Father
Easter Sunday: This holiday shall be begin the Saturday prior to Easter Sunday at 7:00 p.m. and shall conclude the following Monday at 9:00 a.m.	Father	Mother
Mother's Day: Mother's Day shall be defined as the second Sunday in May and shall begin Sunday at 9:00 a.m. and conclude the morning following Mother's Day at 9:00 a.m. (or return to school).	Mother	Mother
Memorial Day: This holiday shall be defined as the last Monday in May and shall begin at 3:00 p.m.	Mother	Father

1	(or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or		
2	return to school) on the first weekday following the holiday.		
3			
4	<u>Father's Day:</u> Father's Day shall be defined as the third Sunday in June and shall begin Sunday at 9:00 a.m. and conclude the morning following Father's Day at 9:00 a.m. (or return to school).	Father	Father
5			
6	<u>Independence Day:</u> This holiday shall be defined as July 4 th and the holiday 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 a Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on July 4 th and continue until July 5 th at 9:00 a.m.	Mother	Father
7			
8			
9			
10	<u>Labor Day:</u> This holiday shall be defined as the first Monday in September and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
11			
12			
13			
14	<u>Nevada Day:</u> This holiday shall be defined as the last Friday in October and shall begin at 3:00 p.m. (or recess of school) on the Thursday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
15			
16			
17	<u>Halloween:</u> Halloween shall be defined as beginning on October 31 st at 9:00 a.m. and concludes November 1 st at 9:00 a.m.	Father	Mother
18			
19	<u>Veterans' Day:</u> This holiday shall be defined as November 11 th and the holiday 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 a Tuesday, Wednesday or Thursday, it will be treated as a one day holiday and shall begin at 9:00 a.m. on November 11 th and continue until November 12 th at 9:00 a.m.	Father	Mother
20			
21			
22			
23			
24	<u>Thanksgiving and Family Day:</u> This holiday shall be defined as the fourth Thursday in November and the Friday following the fourth Thursday in November and shall begin at 3:00 p.m. on the day school recesses preceding the holiday and concludes at 9:00 a.m. (or return to school) on the first weekday following the holiday.	Mother	Father
25			
26			
27			
28	<u>Winter Break:</u> Winter Break shall be divided into two (2) periods with the first period commencing		

1	when school recesses for Winter Break (or 3:00		
2	p.m. if the children are not in school) and continue		
3	until the midpoint of Winter Break. If the midpoint		
4	falls on December 25 th , the parties shall exchange		
5	the children on December 26 th at 10:00 a.m. The		
6	second period shall commence on the midpoint of		
7	Winter Break at 10:00 a.m. and continues until		
8	school is scheduled to resume (or 9:00 a.m. if the		
9	children are not in school).		
10	<u>First Period/Christmas Day (December 25th)</u>	Mother	Father
11	<u>Second Period/New Year's Day (January 1st)</u>	Father	Mother
12	<u>Children's Birthdays:</u> The children's birthdays	Mother	Father
13	shall be defined as beginning on the day of the		
14	birthday at 9:00 a.m. and concludes the following		
15	day at 9:00 a.m.		
16	<u>Parents' Birthdays:</u> The children shall reside with		
17	each parent on his/her birthday on the individual		
18	day at 9:00 a.m. and concludes the morning		
19	following the individual day at 9:00 a.m. Father's		
20	birthday is May 26 th . Mother's birthday is August		
21	17 th .		
22	<u>Vacations:</u> Each parent shall be entitled to 14 days		
23	of vacation time annually, upon 30 days written		
24	notice to the other parent. In the event that the		
25	parents' schedule conflicting vacations with the		
26	minor child, Mother's plans shall be given priority		
27	in even-numbered years and Father's plans shall be		
28	given priority in odd-numbered years. Neither		
	parent shall schedule vacation time during the		
	other parent's holiday time or during time the child		
	is scheduled to be in school.		

IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and DECREED that any holiday, break or special occasion not specifically mentioned in this Decree shall be celebrated with the parent who is regularly scheduled to be with the minor children on that day.

IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and DECREED that if either parent is required to work during their designated holiday visitation time, the other parent will be entitled to have the children during the time the other parent is working, without penalty to the working parent.

1 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and
2 DECREED that the parents shall be flexible and act in good faith so that the
3 children may participate in social activities (i.e., weddings, funerals, family
4 reunions, birthday parties, etc.) during the other parent's custodial time.

5 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
6 DECREED that the parents understand and agree that the custody and holiday
7 visitation schedule may be modified at any time by mutual agreement of the parents,
8 and the parents will endeavor to work together with respect to custody of the minor
9 children in a manner which best serves the children's interests. Such revisions shall
10 be in writing, signed and dated by both parents. However, both parents understand
11 that the agreed upon changes do not modify this Court Order. In the event of
12 controversy, this Order of the Court will remain in full force and effect until
13 modified by the Court.

14 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
15 DECREED that the parties understand and agree that the children shall continue to
16 be able to participate in all extra curricular and sports activities in which they have
17 already been participating. The parents will cooperate regarding transportation to
18 ensure that their children will continue to participate in all extra curricular and
19 sports activities in which they have already been participating.

20 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
21 DECREED that neither parent will sign the children up for any new extra-curricular
22 activities that will infringe upon the other parent's scheduled time with the children,
23 without the written consent of the other parent, before enrolling the children in the
24 extra-curricular activity.

25 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
26 DECREED that the parents agree that they will consider the children's wishes and
27 input with regard to the children's participation in extra-curricular activities.

28 . . .

1 NOTICE IS HEREBY GIVEN that the following statutory notices relating
2 to custody are applicable to FATHER and MOTHER:

3 A. Pursuant to EDCR 5.301, the parties, and each of them, are hereby
4 placed on notice of the following:

5 All lawyers and litigants possessing knowledge of matters being
6 heard by the family division are prohibited from:

7 (a) Discussing the issues, proceedings, pleadings, or papers on
8 file with the court with any minor child;

9 (b) Allowing any minor child to review any such proceedings,
10 pleadings, or papers or the record of the proceedings before the court,
11 whether in the form of transcripts, audio, or video recordings, or
12 otherwise;

13 (c) Leaving such materials in a place where it is likely or
14 foreseeable that any child will access those materials; or

15 (d) Knowingly permitting any other person to do any of the things
16 enumerated in this rule, without written consent of the parties or the
17 permission of the court.

18 B. Pursuant to NRS 125C.006, the parties, and each of them, are hereby
19 placed on notice of the following:

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

27 (a) Attempt to obtain the written consent of the noncustodial parent
28 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
custodial parent if the court finds that the noncustodial parent refused
to consent to the custodial parent's relocation with the child:

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

(b) For the purpose 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.

25 C. Pursuant to NRS 125C.0065, the parties, and each of them, are hereby
26 placed on notice of the following:

27 1. If joint physical custody has been established pursuant to an order,
28 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

1 State that is at such a distance that would substantially impair the
2 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:

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

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

5
6 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:

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

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

9 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.

10
11 D. Pursuant to chapters 125A of NRS and NRS 125C.0601 to 125C.0693,
12 the parties, and each of them, are hereby placed on notice of the following:

13 PENALTY FOR VIOLATION OF ORDER: THE
14 ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN
VIOLATION OF THIS ORDER IS PUNISHABLE AS A
15 CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS
200.359 provides that every person having a limited right of custody
16 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,
17 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
18 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.

19
20 E. Pursuant to provisions of NRS 125C.0045(7), the parties, and each of
21 them, are hereby placed on notice that the terms of the Hague Convention of
22 October 25, 1980, adopted by the 14th Session of the Hague Conference on Private
23 International Law apply if a parent abducts or wrongfully retains a child in a foreign
24 country as follows:

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

26 (a) The parties may agree, and the court shall include in the order for
27 custody of the child, that the United States is the country of habitual
28 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 the parties, the court may order the parent to post
2 a bond if the court determines that the parent poses an imminent risk
3 of wrongfully removing or concealing the child outside the country of
4 habitual residence. The bond must be in an amount determined by the
5 court and may be used only to pay for the cost of locating the child and
6 returning him to his habitual residence if the child is wrongfully
7 removed from or concealed outside the country of habitual residence.
8 The fact that a parent has significant commitments in a foreign country
9 does not create a presumption that the parent poses an imminent risk
10 of wrongfully removing or concealing the child.

11 F. The parents understand and acknowledge that, pursuant to the terms of
12 the Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and the Uniform Child
13 Custody Jurisdiction and Enforcement Act, NRS 125A.005, et seq., the courts of
14 Nevada have exclusive modification jurisdiction of the custody, visitation, and child
15 support terms relating to the child at issue in this case so long as either of the
16 parents, or the child, continue to reside in Nevada.

17 G. The parents acknowledge that the United States is the country and
18 Nevada is the State of habitual residence of the minor child herein.

19 The above STIPULATED PARENTING AGREEMENT reflects the rights
20 and obligations of each parent as they pertain to the legal and physical custody of
21 the parents' minor children. The parents hereby agree to fully comply with the same;
22 and in witness whereof, the parents hereto have hereunto set their hands to this
23 STIPULATED PARENTING AGREEMENT the year and date written below each
24 parents' respective signature.

25 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
26 DECREED that, by and between the parties hereto, that the above and foregoing
27 STIPULATED PARENTING AGREEMENT is acceptable to the parents, is fair, is
28 in the children's best interest; and the parents respectfully request the Court to adopt

...

...

...

...

1 and ratify the same, and to enter the said STIPULATED PARENTING
2 AGREEMENT as the Order of this Court in any divorce proceeding filed to
3 terminate the parties' marriage.

4 IT IS SO AGREED by the undersigned this ____ day of July, 2017.


5 

6 SARAH ROSE
7 Defendant




DAVID ROSE
Plaintiff

8 THE COOLEY LAW FIRM

9 
10 Shelly Booth Cooley
11 Nevada Bar No. 8992
12 10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant,
SARAH ROSE

McCONNELL LAW, LTD.

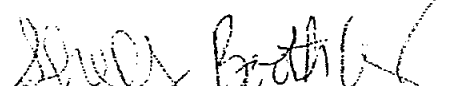

Regina M. McConnell
Nevada Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorneys for Plaintiff,
DAVID ROSE

13
14
15 IT IS SO ORDERED this ____ day of OCT 25 2017, 2017.

16
17 
18 District Court Judge

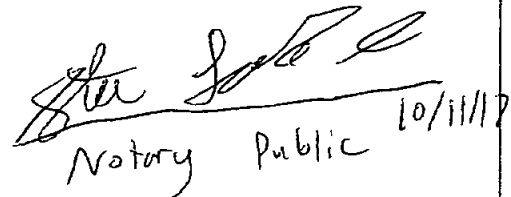
19 Respectfully Submitted:

20 THE COOLEY LAW FIRM

21 
22 Shelly Booth Cooley
23 Nevada Bar No. 8992
24 10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant,
SARAH ROSE

State of Nevada
County of Clark

Signed and sworn to (or affirmed)
before me on Oct 11, 2017 by
Sarah Rose

25
26 
27 Notary Public 10/11/17
28

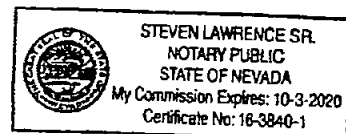


Exhibit “B”

MEMORANDUM OF UNDERSTANDING

The parties, David Rose ("David") and Sarah Rose ("Sarah"), have met in mediation to resolve certain disputes and entered into an agreement in case Number D-17-547250-D in Dept. I of the Eighth Judicial District Court, Clark County, Nevada, on March 23, 2018. By this memorandum, the parties desire to memorialize their agreement resolving all issues in the above referenced case. The memorandum addresses the material terms of the agreement, and is intended to bind the parties to those terms. The parties agree, however, that counsel for Sarah shall draft a final formal agreement incorporating the terms herein. That agreement shall be ratified by the Court, but shall not merge and shall retain its separate nature as a contract.

1. The parties agree to the following:

SARAH shall receive as her sole and separate property, free of all claims of David, the following:

- (1) 2012 Scion;
- (2) Any and all furniture and furnishings in her possession;
- (3) Her interest in his Nevada PERS pursuant to *Gemma v. Gemma*;
- (4) All bank accounts in her name;

David shall receive as his sole and separate property, free of all claims of Sarah, the following:

- (1) 2015 Dodge Challenger;
- (2) Any and all furniture and furnishings in his possession;
- (3) His interest in his Nevada PERS pursuant to *Gemma v. Gemma*;
- (4) All bank accounts in his name;

2. David shall receive \$5,000 from the approximate \$54,868.45 in proceeds of the marital home and Sarah shall receive the remainder. Of the remainder of the sale proceeds, \$22,434.22 shall be as and for lump sum non-modifiable alimony. The parties agree that the alimony amount shall be tax deductible to David and taxed as income to Sarah.

3. David shall pay \$1,886.00 per month for child support effective April 1, 2018. David Shall also pay \$13,000 in constructive child support arrears. The arrears shall be payable in monthly payments of \$270.00 for 48 months commencing April 1, 2018.

4. The parties dog shall travel with the children between homes once Sarah has her own home. If either party no longer wants the dog there is a "free" right of first refusal to the other party.

5. Each party shall be responsible for their separate debt including the debt on their respective vehicles and any and all credit card debt.

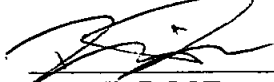
6. The parties shall follow and be subject to Department I's Behavior Order.

7. Sarah is waiving her community waste claim.


8. Each party shall be responsible for their own respective attorney's fees.

9. Each party acknowledges that they have been represented by counsel in the negotiation and preparation of this agreement, and voluntarily enters the agreement with full understanding of its terms. This agreement may be executed in counterparts.

AFFIRMED AND AGREED




DAVID ROSE
Dated: 3-23-18

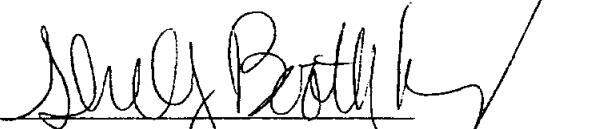


SARAH ROSE
Dated: 03/23/2018

Approved as to Form and Content:



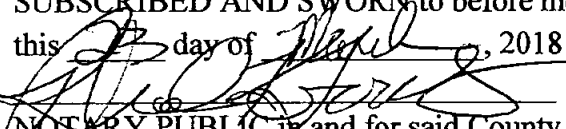
REGINA M. McConnell, ESQ.
Counsel for David Rose



SHELLY BOOTH COOLEY, ESQ.
Counsel for Sarah Rose

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

DAVID ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

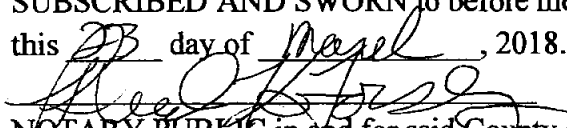
SUBSCRIBED AND SWORN to before me
this 23 day of March, 2018


NOTARY PUBLIC in and for said County and State



SARAH ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

SUBSCRIBED AND SWORN to before me
this 23 day of April, 2018.


NOTARY PUBLIC in and for said County and State

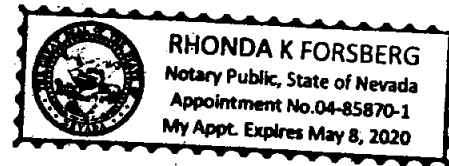


Exhibit “C”

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

Plaintiff,
vs.

Case No: _____
Dept No: I

Defendant.

BEHAVIOR ORDER

The parties are hereby ORDERED to do, or not to do the following, as stated in this Order:

1. No abusive contact (foul language, name calling, etc.) including telephone calls, voicemails, letters, email, texts, all forms of social media, etc., to the other party or to the child(ren).
2. Avoid any unnecessary contact with the other party's "significant other" and friends not in common with you and do not initiate conflicts with them.
3. No unnecessary contact with other people associated with or to the other party for purposes of discussing court proceedings or making negative/disparaging allegations against the other party (this includes all forms of social media).

1 4. You will advise all of your friends, relatives and "significant other" not
2
3 to disparage, criticize or harass the other party, and that co-parenting requires
4 facilitating a positive relationship with the other party; that you could have your
5 parenting time limited if you are unable to stop their negative behavior, and that
6 you may be sanctioned if the Court finds that you are knowingly allowing them
7 to violate the Behavior Order.
8

9 5. No harassment at the other party's place(s) of employment, including
10 contacting the employer to make negative or disparaging allegations; or to send
11 or drop off evidence as it relates to these court proceedings that appears
12 reasonably designed to put them, or likely to put them in a bad light or to get
13 them fired, or to have them suffer negative consequences as a result.
14

15 6. No providing copies of unsolicited documents (personal letters, court
16 pleadings, emails, texts, etc.) to anyone associated with a party (significant
17 others, family members, neighbors, employers, etc.) for the intended purpose of
18 shedding the other party in a negative light.
19

20 7. Neither party shall post, nor shall you allow significant others or family
21 members on social media to post, including, but not limited to, FaceBook,
22 Twitter, YouTube, Instagram, LinkedIn, Tumblr, and Google+, any negative or
23 disparaging allegation against or negative image of the other party or anyone
24 associated with the other party.
25
26
27
28

1 8. Pursuant to EDCR 5.301, you will not discuss any of the court issues or
2
3 proceedings with the minor children; this includes showing them any part of the
4 pleadings or attachments/exhibits (including audio and video) thereto; you will
5 take every precaution to secure copies of pleadings safely away from the eyes of
6 the children at all times. This means all evidence of litigation generated *on your*
7 *side* and from the other party's side.
8

9 9. Neither party shall interrogate the child(ren) as to the activities or
10 events at the other parent's residence, etc., and shall try to respect and not
11 interfere with the child(ren)'s privacy and relationship with the other parent; do
12 not place your child(ren) in a loyalty bind between yourself and the other parent;
13 your child(ren) need to be able to love both of you freely in both of your homes
14 for healthy child development.
15

16 10. Neither party shall interfere with the other party's contact with the
17 minor children, including but not limited to telephone, email, social networking
18 contacts, etc.; where telephone/video conferencing is part of your parent contact
19 you may not take a smart phone or iPad from a child as a means of discipline
20 when a child uses this technology to contact the non-residential parent. You must
21 maintain a device accessible to the child(ren) charged or with accessible charger
22 at all times, absent a Court Order otherwise.
23
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1 11. Neither party shall threaten to commit or actually commit an act of
2 violence upon the other party, upon the child(ren) in common of the parties, upon
3 child(ren) not in common of a party, or upon the significant other, friend,
4 relative, employer, employee, neighbor, etc. of a party.
5

6 12. Child custody exchanges, visitations, etc., shall be done in a civil, law
7 abiding manner and reasonably close to the times specified by the Court. In the
8 event of an emergency or unforeseen circumstance that could affect an exchange
9 of the child or the time of the exchange, a party shall call or contact the other
10 party as soon as is reasonably possible.
11

12 13. In the event of an emergency or unforeseen circumstance that could
13 affect an exchange of the child or the time of the exchange, the party
14 experiencing the emergency shall contact the other party as soon as reasonably
15 possible.
16

17 14. There shall be no spoliation, destruction, alteration or modification of
18 electronic evidence such as emails, texts, social media of all forms, or voicemails,
19 audio recordings, video recordings, or phones, iPads, etc., with any information
20 that either party or the Court may deem relevant to the current court proceedings.
21

22 15. There shall be no invasion of the electronic devices, email accounts,
23 social media accounts, separate bank accounts, safe deposit boxes, separate
24 residences or separate vehicles, etc. of the other party.
25
26
27
28

16. Except as modified herein, all other court orders remain in full force and effect.

POSSIBLE SANCTIONS

The parties are HEREBY PUT ON NOTICE THAT EACH AND EVERY VIOLATION of this order, if admitted to, or if found after evidentiary hearing to have committed an act that violates this Order, may result in the party being held in contempt of court pursuant to NRS Ch. 22, which could result in a fine of \$500.00 and/or up to 25 days in jail and/or attorneys fees for EACH VIOLATION.

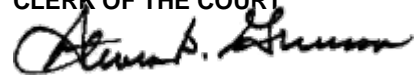
DATED this _____ day of _____, 20____.

CHERYL B. MOSS
DISTRICT COURT JUDGE
FAMILY DIVISION DEPT. I

FDF

Name: Regina M. McConnell, Esq.
Address: 9017 S. Pecos Road, Ste 4445
Henderson, Nevada 89074
Phone: 702-487-3100
Email: Regina@MLVegas.com
Attorney for Plaintiff, David Rose
Nevada State Bar No. 8029

Electronically Filed
3/22/2018 3:13 PM
Steven D. Grierson
CLERK OF THE COURT



EIGHTH Judicial District Court
CLARK COUNTY, Nevada

<u>DAVID ROSE</u> Plaintiff, vs. <u>SARAH ROSE</u> Defendant.	Case No. <u>D-17-547250-D</u> Dept. <u>I</u>
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) David John Rose
2. How old are you? 32
3. What is your date of birth? 5/26/1985
4. What is your highest level of education? Associate Degree

B. Employment Information:

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
8/6/08	LVMPD	Police Sergeant	Wed - Sat	1900 - 0500

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

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

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

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 12/15/2017 my gross year to date pay is 95593.

B. Determine your Gross Monthly Income.

Hourly Wage

\$41.28	×	40.00	=	\$1,651.20	×	52	=	\$85,862.40	÷	12	=	\$7,155.20
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay	varies	\$9,731.00	\$811.00
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other: <u>A-2 - 8%</u>	every other week	\$264.00	\$572.00
Total Average Other Income Received			\$1,383.00

Total Average Gross Monthly Income (add totals from B and C above)	\$8,538.20
---	-------------------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	795.00
4.	Health Insurance Amount for you: \$64.00 For Opposing Party: _____ For your Child(ren): \$80.00	144.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	121.00
7.	Retirement, Pension, IRA, or 401(k)	560.00
8.	Savings	
9.	Social Security	
10.	Union Dues	85.00
11.	Other: (Type of Deduction) _____	
Total Monthly Deductions (Lines 1-11)		1,705.00

Business/Self-Employment Income & Expense Schedule

A. Business Income:

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

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

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

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me ✍	Other Party ✍	For Both ✍
Alimony/Spousal Support				
Auto Insurance	169.00	✓		
Car Loan/Lease Payment	820.00	✓		
Cell Phone	268.00			✓
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	200.00			✓
Credit Card Payments (minimum due)	126.00	✓		
Dry Cleaning	60.00	✓		
Electric	124.00	✓		
Food (groceries & restaurants)	800.00	✓		
Fuel	400.00	✓		
Gas (for home)	40.00	✓		
Health Insurance (not deducted from pay)	132.92			✓
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	88.00	✓		
Lawn Care	40.00	✓		
Membership Fees	137.00	✓		
Mortgage/Rent/Lease	2,035.00	✓		
Pest Control	25.00	✓		
Pets	100.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security	80.00	✓		
Sewer	47.00	✓		
Student Loans				
Unreimbursed Medical Expense				
Water	28.00	✓		
Other:				
Total Monthly Expenses	5,719.92			

Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	David Rose	4-12-07	Both	Yes	No
2 nd	Carson Rose	4-12-07	Both	Yes	No
3 rd	Lily Rose	5-24-11	Both	Yes	No
4 th					

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	55.00	55.00		
Child Care				
Clothing	40.00	40.00	40.00	
Education	40.00	40.00	40.00	
Entertainment	100.00	100.00	100.00	
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	50.00			
Transportation Costs for Visitation	20.00	20.00	20.00	
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	305.00	255.00	200.00	0.00

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

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

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Funds from Sale of MR	\$ 55,585.95	-	\$ 0.00	=	\$ 55,585.95	Husband
2.	Dodge Challenger	\$ 30,000.00	-	\$ 43,000.00	=	\$ -13,000.00	Husband
3.	Vehicle	\$	-	\$	=	\$ 0.00	Wife
4.	US Bank Checking	\$ 206.00	-	\$	=	\$ 206.00	Husband
5.	PERS	\$	-	\$	=	\$ 0.00	Husband
6.	PERS	\$	-	\$	=	\$ 0.00	Wife
7.	Deferred Comp	\$	-	\$	=	\$ 0.00	Husband
8.	Bank Account(s)	\$	-	\$	=	\$ 0.00	Wife
9.	Stash Investment Account	\$ 168.00	-	\$	=	\$ 168.00	Husband
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 85,959.95	-	\$ 43,000.00	=	\$ 42,959.95	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Capital One CC	\$ 4,500.00	Husband
2.	Barclay CC	\$ 400.00	Husband
3.	USAA MC CC	\$ 1,200.00	Husband
4.	Jared	\$ 5,214.00	Husband
5.	Shriley Rose	\$ 6,750.00	Husband
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 18,064.00	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I have/ have not have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ on my behalf.
3. I have a credit with my attorney in the amount of \$.
4. I currently owe my attorney a total of \$ 4,200.
5. I owe my prior attorney a total of \$.

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

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


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

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

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



Date _____

	Name: ROSE DAVID JOHN	Personnel No: 13527	Base Rate: 41.28
	Pers Area: 2003	Period Begin: 12/02/2017	Tax Status: Single
	LVMPD	Period End: 12/15/2017	Exemptions: 08
	Cost Cntr: 8000180010	Chek Date: 12/22/2017	Add Withheld: 0.00

	Gross Earnings	Taxable Earnings	Taxes	Pre-Tax Deductions	Post-Tax Deductions	Net Pay
Current:	3,780.57	3,340.38	390.57	440.19	42.93	2,906.88
YTD:	104,060.87	95,593.46	9,536.14	8,444.94	1,015.62	86,064.17

Earnings Summary			Deductions Summary		
	Unit	Current		Current	YTD
Regular	80.00	3,002.40	Pre-Tax Deductions		
Grave Shift 6%	80.00	213.98	LVMPD Trust EE Pre-T	123.73	3,216.98
A-2 8%	80.00	264.19	Deferred Comp	250.00	3,500.00
			LVMEBT - RRS	66.46	1,727.96
			Post-Tax Deductions		
			PMSA Dues	42.93	1,015.62
			Taxes		
			TX Withholding Tax	337.55	9,074.23
			TX EE Medicare Tax	53.02	1,461.91

Leave Summary						Payment Information	
Quota	Earned	Balance	Quota	Earned	Balance		
Vacation	4.62	133.20	Bonus Hour	0.00	20.00	Direct Deposit ****8874	2906.88
Sick Leave	4.00	330.00					



Name:	ROSE DAVID JOHN	Personnel No:	13527	Base Rate:	39.66
Pers Area:	2003	Period Begin:	09/23/2017	Tax Status:	Married
	LVMPD	Period End:	10/06/2017	Exemptions:	08
Cost Cntr:	5000181000	Check Date:	10/13/2017	Addl Withhold:	0.00

	Gross Earnings	Taxable Earnings	Taxes	Pre-Tax Deductions	Post-Tax Deductions	Net Pay
Current	4,820.75	4,380.56	452.50	440.19	42.93	3,885.13
YTD	81,404.99	75,138.53	6,279.07	6,243.99	800.97	68,080.96

Earnings Summary			Deductions Summary		
	Unit	Current		Current	YTD
Pre-Tax Deductions					
Regular	70.00	2,776.20	LVMPD Trust EE Pre-T	123.73	2,598.33
Vacation	10.00	396.60	Deferred Comp	250.00	2,250.00
Call Back - Actual (DE)	0.50	29.97	LVMEBT - RHS	66.46	1,395.66
Overtime	27.00	1,617.98	Post-Tax Deductions		
			PMSA Dues	42.93	800.97
Taxes					
			TX Withholding Tax	384.39	5,136.70
			TX EE Medicare Tax	68.11	1,142.37

Leave Summary						Payment Information	
Quota	Earned	Balance	Quota	Earned	Balance	Direct Deposit	****8874 3885.13
Vacation	4.62	150.10	Bonus Hour	0.00	20.00		
Sick Leave	4.00	330.00					

APPX0103



Name: ROSE DAVID JOHN	Personnel No: 13527	Base Rate: 39.66
Pers Area: 2003	Period Begin: 09/09/2017	Tax Status: Married
LVMPD	Period End: 09/22/2017	Exemptions: 08
Cost Cntr: 5000181000	Check Date: 09/29/2017	Addl Withhold: 0.00

	Gross Earnings	Taxable Earnings	Taxes	Pre-Tax Deductions	Post-Tax Deductions	Net Pay
Current	3,172.80	2,882.61	203.91	290.19	0.00	2,678.70
YTD	76,584.24	70,757.97	5,826.57	5,803.80	758.04	64,195.83

Earnings Summary			Deductions Summary		
	Unit	Current		Current	YTD
Pre-Tax Deductions					
Regular	50.00-	1,983.00-R	LVMPD Trust EE Pre-T	123.73	2,474.60
Regular	80.00	3,172.80	Deferred Comp	100.00	2,000.00
Professional Leave	20.00	793.20 R	LVMEBT - RHS	66.46	1,329.20
Bonus Leave	30.00	1,189.80 R	Post-Tax Deductions		
			PMSA Dues		758.04
Taxes					
			TX Withholding Tax	159.70	4,752.31
			TX EE Medicare Tax	44.21	1,074.26

Leave Summary						Payment Information	
Quota	Earned	Balance	Quota	Earned	Balance	Direct Deposit	****8874 2678.70
Vacation	4.62	155.48	Bonus Hour	0.00	20.00		
Sick Leave	4.00	326.00					

APPX0104



Name:	ROSE DAVID JOHN	Personnel No:	13527	Base Rate:	39.66
Pers Area:	2003	Period Begin:	08/26/2017	Tax Status:	Married
	LVMPD	Period End:	09/08/2017	Exemptions:	08
Cost Cntr:	5000189000	Check Date:	09/15/2017	Addl Withhold:	0.00

	Gross Earnings	Taxable Earnings	Taxes	Pre-Tax Deductions	Post-Tax Deductions	Net Pay
Current	4,032.79	3,742.60	345.38	290.19	42.93	3,354.29
YTD	73,411.44	67,875.36	5,622.66	5,513.61	758.04	61,517.13

Earnings Summary			Deductions Summary		
	Unit	Current		Current	YTD
Pre-Tax Deductions					
Regular	80.00	3,172.80	LVMPD Trust EE Pre-T	123.73	2,350.87
Holiday Pay for Work	10.00	428.30	Deferred Comp	100.00	1,900.00
FTEP 8%	80.00	253.82	LVMEBT - RHS	66.46	1,262.74
Overtime	2.75	177.87	Post-Tax Deductions		
			PMSA Dues	42.93	758.04
Taxes					
			TX Withholding Tax	288.70	4,592.61
			TX EE Medicare Tax	56.68	1,030.05

Leave Summary						Payment Information	
Quota	Earned	Balance	Quota	Earned	Balance	Direct Deposit	****8874 3354.29
Vacation	4.62	150.86	Bonus Hour	0.00	20.00		
Sick Leave	4.00	322.00					

APPX0105



Name:	ROSE DAVID JOHN	Personnel No:	13527	Base Rate:	39.66
Pers Area:	2003	Period Begin:	08/12/2017	Tax Status:	Married
	LVMPD	Period End:	08/25/2017	Exemptions:	08
Cost Cntr:	5000183000	Check Date:	09/01/2017	Addl Withhold:	0.00

	Gross Earnings	Taxable Earnings	Taxes	Pre-Tax Deductions	Post-Tax Deductions	Net Pay
Current	3,563.68	3,273.49	268.21	290.19	42.93	2,962.35
YTD	69,378.65	64,132.76	5,277.28	5,223.42	715.11	58,162.84

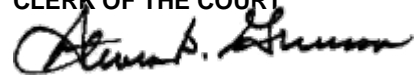
Earnings Summary			Deductions Summary		
	Unit	Current		Current	YTD
Pre-Tax Deductions					
Regular	80.00	3,172.80	LVMPD Trust EE Pre-T	123.73	2,227.14
Swing Shift	80.00	137.06	Deferred Comp	100.00	1,800.00
FTEP 8%	80.00	253.82	LVMEBT - RHS	66.46	1,196.28
Post-Tax Deductions					
			PMSA Dues	42.93	715.11
Taxes					
			TX Withholding Tax	218.33	4,303.91
			TX EE Medicare Tax	49.88	973.37

Leave Summary						Payment Information	
Quota	Earned	Balance	Quota	Earned	Balance	Direct Deposit	****8874 2962.35
Vacation	4.62	146.24	Bonus Hour	0.00	30.00		
Sick Leave	4.00	318.00					

APPX0106

MISC
THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone: (702) 265-4505/Facsimile: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Defendant

Electronically Filed
3/22/2018 1:27 PM
Steven D. Grierson
CLERK OF THE COURT



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

DAVID ROSE, Plaintiff, vs. SARAH ROSE, Defendant.	Case No. D-17-547250-D Dept. I
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) SARAH JANEEN ROSE
2. How old are you? 29 3. What is your date of birth? 08/17/1988
4. What is your highest level of education? High School Diploma

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)

☐ No

☐ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
08/01/17	Academica-Doral Pebble	Receptionist	M-F	7a-3:30p

2. Are you disabled? (☒ check one)

☐ X No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

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

Prior Employer: N/a-SAHM Date of Hire: _____ Date of Termination: _____

Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 3/15/18 my gross year to date pay is \$3,471.35.

B. Determine your Gross Monthly Income.

Hourly Wage

\$10.00	×	40.0	=	400	×	52	=	20,800	÷	12	=	1,733
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

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

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	24.10
4.	Health Insurance	342.32
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	14.94
7.	Other: (Type of Deduction) _____	
8.	Retirement, Pension, IRA, or 401(k)	
9.	Savings	
10.	Social Security	0
11.	Union Dues	
Total Monthly Deductions (Lines 1-11)		381.36

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross monthly income/revenue from self-employment or businesses? \$ N/a

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

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

Personal Expense Schedule (Monthly)*

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony Spousal Support				
Auto Insurance	\$100	X		
Car Loan/Lease Payment	\$298	X		
Cell Phone	\$100	X		
Child Support				
Clothing, Shoes, Etc...	\$293	X		
Credit Card Payments	\$60	X		
Dry Cleaning				
Electric (Includes Gas)	\$232	X		
Food (groceries & restaurants)	\$845	X		
Fuel	\$150	X		
Gas				
Health Insurance				
HOA				
Home Insurance				
Home Phone				
Internet/Cable	\$100	X		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	\$1,300	X		
Other: Miscellaneous	\$370	X		
Pest Control				
Pets				
Pool Service				
Property Taxes				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	\$25	X		
Total Monthly Expenses	\$3,873			

- Estimated, anticipated post-divorce expenses.

Personal Expense Schedule
Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	David Rose	4/12/07	Mom	Yes	
2 nd	Carson Rose	4/12/17	Mom	Yes	
3 rd	Lily Rose	5/24/11	Mom	Yes	
4 th					

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

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Child Care/Education	110	110	160	
Clothing	30	30	30	
Entertainment	70	70	65	
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	50	50	55	
Vehicle				
Total Monthly Expenses	\$260	\$260	\$310.00	

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

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Glenn Woodall	68	Father	\$1,800
Carol Woodall	70	Mother	

Personal Asset and Debt Chart

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

Line #	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	2012 Scion XB	7,362	-	14,105.44	=	0	Sarah
2.	2015 Dodge Challenger	Unknown	-	\$17,000	=	Unknown	Both
3.	Proceeds from sale of Marital Residence	54,868.45	-	0	=	54,868.45	RMM Trust Account
4.			-		=		
5.			-		=		
6.			-		=		
7.			-		=		
8.			-		=		
9.			-		=		
10.			-		=		
11.			-		=		
Total Value of Assets (add lines 1-15)			-		=		

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	U.S. Bank Platinum	\$550.00	Sarah
2.	U.S. Bank Secure	\$350.00	Sarah
3.	PayPal Loan	\$850.00	Sarah
4.			
Total Unsecured Debt (add lines 1-5)		\$1,750.00	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I (*have/have not*) HAVE retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$5,754 on my behalf.
3. I have a credit with my attorney in the amount of \$ -0-.
4. I currently owe my attorney a total of \$2,754.
5. I owe my prior attorney a total of \$ N/a.

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

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

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

/s/ Sarah Janeen Rose
Signature

3/22/2018
Date

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 22 day of March, 2018, a true and correct copy of the foregoing GENERAL FINANCIAL DISCLOSURE FORM was served upon each of the parties:

_____ **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

_____ **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

X **BY ELECTRONIC SERVICE:** Pursuant to EDCR 7.26(a)(4), via electronic transmission through the Court's electronic filing system.

_____ **BY MAIL AND ELECTRONIC MEANS:** Pursuant to NRCP 5(b), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada and via electronic mail.

Regina M. McConnell
McConnell Law Group
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorney for Plaintiff,
DAVID ROSE

/s/ Shelly Booth Cooley
An Employee of The Cooley Law Firm

Pay Check Detail

Page 1 of 1

Feb. 28, 2018

0610749

Empl No	Employee Name	Social Security No	Department	Reg Rate	O.T Rate	Prem Rate	Per End Date
01015540040	SARAH ROSE	XXX-XX-6084	G ADM	10	15	5	02/28/2018

Earning & Benefits			Deduction & Benefits			Taxes		
Description	Hours	Amount	Description	Per Pay Day	Year to Date	Type	Per Pay Day	Year to Date
Regular	64.00	640.00	EE Ins.	171.16	855.80	Federal	5.36	61.18
Overtime	4.40	66.00				FICA - OASDI	0.00	0.00
						FICA - Medicare	7.76	37.93
						Nevada	0.00	0.00
						Total Taxes:		13.12
						YTD Taxable		3471.35

YTD Gross:	706.00
-------------------	---------------

Total Earnings :	706.00
Total Year to Date :	3471.35

Total Deductions :	171.16
Total YTD Benefits :	855.80

Check Date :	Check Number :
03/15/2018	0610749

Check Amount :
521.72

DORAL PEBBLE

March 15, 2018

EMPLOYER OF RECORD		WORKSITE LOCATION		EMPLOYEE NAME		FEDERAL STATUS	DEPT	CHECK #	CHECK DATE
PAY PROS INC 9089 S Pecos Rd #3400 Henderson, NV 89074		DORAL PEBBLE 6435 W PEBBLE LAS VEGAS, NV 89138		SARAH ROSE		M00 +0.00	G ADM	0610749	03/15/18
EMPLOYEE ID		ALTERNATE ID		STATE STATUS		PAY RATE		PAY PERIOD	
01015540040		6084		NV 00 +0.00		10.000		02/01/2018 - 02/28/2018	

EARNINGS AND REIMBURSEMENTS				TAXES WITHHELD			DEDUCTIONS AND DIRECT DEPOSITS			BENEFITS AND INSURANCE		
DESCRIPTION	RATE	HOURS	AMOUNT	DESCRIPTION	AMOUNT	YTD	DESCRIPTION	AMOUNT	YTD	DESCRIPTION	AMOUNT	YTD
Regular	10.00	64.00	640.00	Federal	5.36	61.18				SIERRA PPO	156.08	780.40
Overtime	15.00	4.40	66.00	FICA - OASDI	0.00	0.00				UHC DENTAL	10.60	53.00
				FICA - Medicare	7.76	37.93				UHC LIFE	1.00	5.00
				Nevada	0.00	0.00				UHC VISION	3.48	17.40
										*EE benefits	143.58	717.90
										*PERS CONTRIB	179.20	929.34

TOTAL EARNINGS:				706.00			TOTAL TAXES:			13.12			TOTAL DEDUCTIONS:			0.00			TOTAL BENEFITS:			171.16		
MEMO:							GROSS YTD			3471.35			NET YTD			2516.44			TAKE HOME PAY			\$521.72		
EE MEMO:																								

APPX0115

3/20/2018

Jan. 31, 2018

0603779

Empl No	Employee Name	Social Security No	Department	Reg Rate	O.T Rate	Prem Rate	Per End Date
01015540040	SARAH ROSE	XXX-XX-6084	G ADM	10	15	5	01/31/2018

Earning & Benefits			Deduction & Benefits			Taxes		
Description	Hours	Amount	Description	Per Pay Day	Year to Date	Type	Per Pay Day	Year to Date
Regular	93.51	935.10	EE Ins.	171.16	513.48	Federal	30.52	30.52
Overtime	1.50	22.50				FICA - OASDI	0.00	0.00
						FICA - Medicare	11.40	19.52
						Nevada	0.00	0.00
						Total Taxes:		41.92
						YTD Taxable		1859.95

YTD Gross:	957.60
-------------------	---------------

Total Earnings :	957.60	Total Deductions :	171.16	Check Date :	Check Number :
Total Year to Date :	1859.95	Total YTD Benefits :	513.48	02/15/2018	0603779

Vac Taken : 0.00	Left : 0.00
Sick Taken : 0.00	Left : 0.00

Check Amount :
744.52

DORAL PEBBLE

Feb. 15, 2018

0607393

Empl No	Employee Name	Social Security No	Department	Reg Rate	O.T Rate	Prem Rate	Per End Date
01015540040	SARAH ROSE	XXX-XX-6084	G ADM	10	15	5	02/15/2018

Earning & Benefits			Deduction & Benefits			Taxes		
Description	Hours	Amount	Description	Per Pay Day	Year to Date	Type	Per Pay Day	Year to Date
Regular	87.54	875.40	EE Ins.	171.16	684.64	Federal	25.30	55.82
Overtime	2.00	30.00				FICA - OASDI	0.00	0.00
						FICA - Medicare	10.65	30.17
						Nevada	0.00	0.00
						Total Taxes:		35.95
						YTD Taxable		2765.35

YTD Gross:	905.40
-------------------	---------------

Total Earnings :	905.40	Total Deductions :	171.16	Check Date :	Check Number :
Total Year to Date :	2765.35	Total YTD Benefits :	684.64	02/28/2018	0607393

Vac Taken : 0.00	Left : 0.00
Sick Taken : 0.00	Left : 0.00

Check Amount :
698.29

DORAL PEBBLE

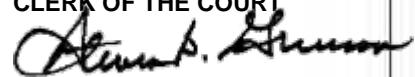
Form W-2 Wage and Tax Statement 2017				7 Social security tips	1 Wages, tips, other comp. 5683.59	2 Federal income tax withheld 238.82
c Employer's name, address and ZIP code PAYPROS INC 9089 S. PECOS RD STE 3400 HENDERSON NV 89074				8 Allocated tips	3 Social security wages .00	4 Social security tax withheld .00
				9 Verification Code	5 Medicare wages and tips 5683.59	6 Medicare tax withheld 82.41
				10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12 DD 2730.08
				12b - 12d Codes		
e Employee's name, address and ZIP code SARAH ROSE 63 WYOMING AVE HENDERSON NV 89015-7256				13 Statutory Retirement Third-Party Employee Plan Sick Pay X	14 Other	15 State Employer's state ID no.
				b Employer ID number 61-1441996		
				a Employee's social security number		
16 State wages, tips, etc.				17 State income tax	18 Local wages, tips, etc.	19 Local income tax
						20 Locality name

OMB No. 1545-0008 12/10/2014 rev 2

Copy B to be filed with employee's FEDERAL Tax Return

Form W-2 Wage and Tax Statement 2017				7 Social security tips	1 Wages, tips, other comp. 5683.59	2 Federal income tax withheld 238.82
c Employer's name, address and ZIP code PAYPROS INC 9089 S. PECOS RD STE 3400				8 Allocated tips	3 Social security wages .00	4 Social security tax withheld .00
				9 Verification Code	5 Medicare wages and tips 5683.59	6 Medicare tax withheld 82.41

APPX0117



AFFR

McCONNELL LAW, LTD.
REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
E-mail: Regina@MLVegas.com
Attorney for Plaintiff, David Rose

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

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO: D-17-547250-D

DEPT NO: I

AFFIDAVIT OF RESIDENT WITNESS

I, SHIRLEY ROSE, first duly sworn, depose and say:

1. That I am over the age of eighteen, competent to testify to the following facts and has personal knowledge of the same.

2. That I am a resident of Clark County, Nevada, presently residing at 8166 Crimson Creek Court, Las Vegas, Nevada.

3. I have lived in Clark County, Nevada since 1990 and it is my intent to remain a resident of the State of Nevada for the foreseeable future.

4. I am the mother of the Petitioner, DAVID ROSE; I have been personally acquainted with him since birth; and I can personally verify that he currently lives at 8059 Torremolinos Avenue, Las Vegas, Nevada and has been a resident of Clark County, Nevada more than six weeks prior to the filing of this action.

///

APPX0118

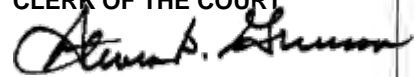
5 I have seen Plaintiff DAVID ROGE, physically present in Clark County, Nevada
approximately four to five times per week since 1990.

6 I know of my own personal knowledge that the Plaintiff, DAVID ROSE, is a bona fide resident of Clark County, Nevada.

Figure 1. Amino acid sequence of the 100 kDa subunit of the 20S proteasome from *Brassica napus*. The sequence is shown in the format of a single-letter code. The amino acid residues are numbered from 1 to 200. The sequence is identical to the one reported by [10].

Executed on this _____ day of March, 2018.

Shirley Rose
SHIRLEY ROSE



RSD

McCONNELL LAW, LTD.
REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
E-mail: Regina@MLVegas.com
Attorney for Plaintiff, David Rose

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO: D-17-547250-D

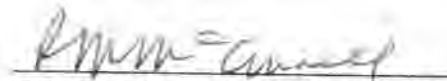
DEPT NO: 1

**AFFIDAVIT IN SUPPORT OF AND REQUEST FOR SUMMARY DISPOSITION
OF DECREE OF DIVORCE**

COMES NOW Plaintiff, DAVID ROSE, by and through his attorney of record, Regina M. McConnell, Esq. of McConnell Law, Ltd. and requests this Court for a summary disposition of the Decree of Divorce without a Hearing, pursuant to the following Affidavit.

DATED this 23 day of March, 2018.

McCONNELL LAW, LTD.



REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorney for Plaintiff, David Rose

APPX0120

**AFFIDAVIT OF PLAINTIFF, DAVID ROSE, IN SUPPORT OF
REQUEST FOR SUMMARY DISPOSITION**

1, DAVID ROSE, depose and state as follows:

1. That I am the Plaintiff in this matter.

2. That I have personal knowledge about the facts contained in this affidavit, save those stated upon information and belief, and as to those matters, I believe them to be true.

3. That I am competent and willing to testify in a court of law as to the facts contained in this affidavit.

4. That my address is 8059 Torremolinos Avenue, Las Vegas, Nevada 89178.

5. That I have lived in Clark County, Nevada for more than six (6) weeks prior to the filing of the Complaint in this action.

6. That Clark County, Nevada is the proper venue for this action.

7. That the Defendant and I were married on June 17, 2006 in Las Vegas, Nevada.

8. That Defendant and I are incompatible in this marriage. Our likes and dislikes have become so divergent that we can no longer live together as a married couple and reconciliation is not possible.

9. That I wish the Court to enter an absolute Decree of Divorce without a Hearing.

10. That there are three minor children born the issue of this marriage, to wit: DAVID ROSE, born April 12, 2007; CARSON ROSE, born April 12, 2007; and LILY ROSE, born May 24, 2011.

11. That there are no adopted children of the marriage and that to the best of my knowledge Defendant is not currently pregnant.

12. That the parties have entered into and filed an agreement as to the care, custody, control and support of the minor children, as outlined in the Stipulated Parenting Plan, which the parties agree is in the best interests of the children.

///

1 12. That the community property and division in the Decree of Divorce is a fair and equal
2 distribution to the extent practicable.

3 13. That the community debt division in the Decree of Divorce is a fair and equal
4 distribution to the extent practicable.

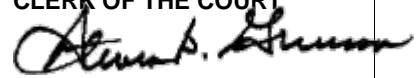
5 14. That the parties have entered into and executed an equitable agreement settling all
6 issues regarding spousal support.

7 15. That I agree to all terms listed in the Decree of Divorce.

8 Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

9 Executed this 23 day of March, 2018.

10
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13 
14 DAVID ROSE
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THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Defendant,
SARAH JANEEN ROSE

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

DAVID JOHN ROSE,

Plaintiff,

Case No. D-17-547250-D
Dept No. I

vs.

SARAH JANEEN ROSE,

Defendant.

NOTICE OF ENTRY OF DECREE

PLEASE TAKE NOTICE that a STIPULATED DECREE OF
DIVORCE entered in the above-entitled matter on 04/11/2018. A copy of
said Decree is attached hereto.

DATED this 9th day of April, 2018.

THE COOLEY LAW FIRM

By: /s/ Shelly Booth Cooley
Shelly Booth Cooley
Nevada Bar No. 8992
Attorney for Defendant
SARAH JANEEN ROSE

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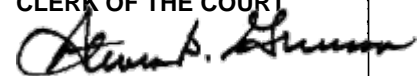
 BY MAIL: Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

 BY FACSIMILE TRANSMISSION: Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

 BY ELECTRONIC SERVICE: Pursuant to EDCR 7.26(a)(4), via electronic transmission through the Court's electronic filing system.

 X **BY ELECTRONIC MEANS:** Pursuant to NRCP 5(b), via electronic mail.

/s/ Shelly Booth Cooley
An Employee of The Cooley Law Firm



1 **DECD**
2 **THE COOLEY LAW FIRM**
3 Shelly Booth Cooley
4 Nevada State Bar No. 8992
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone Number: (702) 265-4505
8 Facsimile Number: (702) 645-9924
9 E-mail: scooley@cooleylawlv.com
10 Attorney for Defendant,
11 **SARAH JANEEN ROSE**

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

16 **DAVID JOHN ROSE,**

17 Plaintiff,

18 vs.

19 **SARAH JANEEN ROSE,**

20 Defendant.

Case No. D-17-547250-D
Dept No. I

Date of Hearing: N/a
Time of Hearing: N/a

21
22 **STIPULATED DECREE OF DIVORCE**

23 The above captioned matter having come before this Honorable
24 Court upon the Complaint for Divorce of the Plaintiff, DAVID JOHN
25 ROSE, represented by his counsel of record, Regina M. McConnell, and
26 McConnell Law Group, Ltd., and Defendant, SARAH JANEEN ROSE,
27
28

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

1 represented by her counsel of record, Shelly Booth Cooley, and The Cooley
2 Law Firm, and having filed her Answer in the time allotted by law; and
3 the Court having considered the Stipulation of the parties and being fully
4 advised in the premises FINDS, ORDERS and DECREES as follows:
5

6
7 **I. FACTS OF CASE**

8 DAVID JOHN ROSE and SARAH JANEEN ROSE were married on
9 the 17th day of June, 2006, in the City of Las Vegas, County of Clark, State
10 of Nevada. A Complaint for Divorce was filed by Plaintiff, DAVID JOHN
11 ROSE, in this action on 02/22/2017. Defendant, SARAH JANEEN ROSE,
12 filed her Answer and Counterclaim for Divorce on 09/26/2017. Plaintiff,
13 DAVID JOHN ROSE, filed an Affidavit in support his residency on
14 03/23/2018.
15
16
17

18 DAVID JOHN ROSE's current address is 8059 Torremolinos
19 Avenue, Las Vegas, Nevada. SARAH JANEEN ROSE's current address
20 is 63 Wyoming Avenue, Henderson, Nevada.
21

22 The Court FINDS that DAVID JOHN ROSE is age 32, and is
23 employed on a full-time basis with Las Vegas Metropolitan Police
24 Department as a Sergeant. SARAH JANEEN ROSE is age 29, and is
25 employed on a full-time basis with Academica-Doral Academy Pebble
26 Campus.
27
28

1 The parties have three (3) minor children born the issue of this
2 marriage: DAVID JAMES ROSE, date of birth: 04/12/2007; CARSON
3 DAVID ROSE, date of birth: 04/12/2007; and, LILY PAIGE ROSE, date of
4 birth: 05/24/2011. The parties have no adopted children, SARAH JANEEN
5 ROSE is not now pregnant and the parties are not Intended Parents.
6
7

8 **II. FINDINGS OF FACT, CONCLUSIONS OF LAW**
9 **AND ORDERS OF THE COURT**

10 The Court FINDS that it has both personal jurisdiction over the
11 parties and subject matter jurisdiction over this divorce action.
12

13 The Court FINDS that DAVID JOHN ROSE and SARAH JANEEN
14 ROSE are incompatible in their tastes, natures, views, likes and dislikes,
15 which have become so widely separate and divergent that the parties have
16 been and are now incompatible to such an extent that it now appears that
17 there is no possibility of reconciliation between DAVID JOHN ROSE
18 and SARAH JANEEN ROSE, and there remains such an incompatible
19 temperament between the DAVID JOHN ROSE and SARAH JANEEN
20 ROSE that a happy marital relationship and status can no longer exist.
21 The parties are entitled to a Decree of Divorce on the grounds of
22 incompatibility.
23
24
25
26

27 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
28 DECREED that the bonds of matrimony now and heretofore existing

1 between DAVID JOHN ROSE and SARAH JANEEN ROSE be dissolved;
2 that DAVID JOHN ROSE is granted an absolute Decree of Divorce; and
3 that each of the parties hereto be restored to the status of a single,
4 unmarried person.
5

6 THE COURT FINDS that there are three (3) minor children born
7 the issue of this marriage: DAVID JAMES ROSE, date of birth:
8 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/2007; and, LILY
9 PAIGE ROSE, date of birth: 05/24/2011. The parties have no adopted
10 children, SARAH JANEEN ROSE is not now pregnant and the parties are
11 not Intended Parents.
12
13
14

15 The Court FINDS that the parties' have resolved their child custody
16 issues by its entry of the Stipulated Parenting Agreement filed
17 10/30/2017, a copy of which is attached hereto as **Exhibit "A"** the terms
18 of the Stipulated Parenting Agreement are ratified, confirmed, and
19 approved by the Court at this time, and the same is incorporated into this
20 Decree of Divorce as though the same were set forth in this Decree in full.
21
22
23

24 The Court FINDS that there is community property and community
25 debt to be adjudicated by this Court.
26

27 The Court FINDS that the parties' have resolved all other issues,
28 including, but not limited to, child support, division of assets and debts,

1 marital waste claims, alimony and attorneys's fees and costs as is
2 memorialized by the Memorandum of Understanding, a copy of which is
3 attached hereto as **Exhibit "B."**

4
5 **A. Child Custody**

6
7 The parties' have resolved their child custody issues by its entry of
8 the Stipulated Parenting Agreement filed 10/30/2017, a copy of which is
9 attached hereto as **Exhibit "A."** The terms of the Stipulated Parenting
10 Agreement are ratified, confirmed, and approved by the Court at this
11 time, and the same is incorporated into this Decree of Divorce as though
12 the same were set forth in this Decree in full.
13
14

15 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
16 AND DECREED that the parties shall abide by Judge Moss' Mutual
17 Behavior Order, a copy of which is attached hereto as **Exhibit "C,"** the
18 terms of which are ratified, confirmed, and approved by the Court at this
19 time, and the same is incorporated into this Decree of Divorce as though
20 the same were set forth in this Decree in full.
21
22

23 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
24 AND DECREED that the family dog, Abby, shall travel with the children
25 between homes, once SARAH JANEEN ROSE has her own residence. If
26
27

28 . . .

1 either party no longer wants the dog, there shall be a "free" right of first
2 refusal to the other party.
3

4 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
5 AND DECREED that the Court retains jurisdiction of the parties and the
6 subject matter hereof for the purpose of making such other and further
7 orders as relates to the care and custody of the minor children of the
8 parties as to the Court may seem meet and proper from time to time
9 hereafter during the minority of said children.
10

11 NOTICE IS HEREBY GIVEN that the following statutory notices
12 relating to custody are applicable to DAVID JOHN ROSE and SARAH
13 JANEEN ROSE:
14

15 1) Pursuant to EDCR 5.301, the parties, and each of them, are
16 hereby placed on notice of the following:
17

18 All lawyers and litigants possessing knowledge of
19 matters being heard by the family division are prohibited
20 from:
21

22 (a) Discussing the issues, proceedings, pleadings, or
23 papers on file with the court with any minor child;

24 (b) Allowing any minor child to review any such
25 proceedings, pleadings, or papers or the record of the
26 proceedings before the court, whether in the form of
27 transcripts, audio, or video recordings, or otherwise;

28 (c) Leaving such materials in a place where it is likely or
foreseeable that any child will access those materials; or

(d) Knowingly permitting any other person to do any of the
things enumerated in this rule, without written consent of the
parties or the permission of the court.

1
2
3 B. Pursuant to NRS 125C.006, the parties, and each of them, are
4 hereby placed on notice of the following:

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

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

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

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

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

22 (b) For the purpose of harassing the custodial parent.

23 3. A parent who relocates with a child pursuant to this section
24 without the written consent of the noncustodial parent or the
25 permission of the court is subject to the provisions of NRS
26 200.359.

27 C. Pursuant to NRS 125C.0065, the parties, and each of them, are
28 hereby placed on notice of the following:

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

1 to a place within this State that is at such a distance that
2 would substantially impair the ability of the other parent to
3 maintain a meaningful relationship with the child, and the
4 relocating parent desires to take the child with him or her, the
relocating parent shall, before relocating:

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

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

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

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

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

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

17 D. Pursuant to chapters 125A of NRS and NRS 125C.0601 to
18 125C.0693, the parties, and each of them, are hereby placed on notice of
19 the following:
20

21 PENALTY FOR VIOLATION OF ORDER: THE
22 ABDUCTION, CONCEALMENT OR DETENTION OF A
23 CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE
24 AS A CATEGORY D FELONY AS PROVIDED IN NRS
25 193.130. NRS 200.359 provides that every person having a
26 limited right of custody to a child or any parent having no
27 right of custody to the child who willfully detains, conceals, or
removes the child from a parent, guardian or other person
28 having lawful custody or a right of visitation of the child in
violation of an order of this court, or removes the child from

1 the jurisdiction of the court without the consent of either the
2 court or all persons who have the right to custody or visitation
3 is subject to being punished for a category D felony as provided
4 in NRS 193.130.

5 E. Pursuant to provisions of NRS 125C.0045(7), the parties, and
6 each of them, are hereby placed on notice that the terms of the Hague
7 Convention of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country as follows:
10
11

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

14 (a) The parties may agree, and the court shall include in the
15 order for custody of the child, that the United States is the
16 country of habitual residence of the child for the purposes of
17 applying the terms of the Hague Convention as set forth in
18 Subsection 7.

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

F. The parents understand and acknowledge that, pursuant to the

1 terms of the Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and
2 the Uniform Child Custody Jurisdiction and Enforcement Act, NRS
3 125A.005, et seq., the courts of Nevada have exclusive modification
4 jurisdiction of the custody, visitation, and child support terms relating to
5 the child at issue in this case so long as either of the parents, or the child,
6 continue to reside in Nevada.
7

8
9 G. The parents acknowledge that the United States is the country
10 and Nevada is the State of habitual residence of the minor child(ren)
11 herein.
12

13
14 **B. Child Support:**

15 The Court FINDS that DAVID JOHN ROSE's gross monthly income
16 is \$8,671. Twenty-nine percent (29%) of DAVID JOHN ROSE's gross
17 monthly income is \$2,514.59. DAVID JOHN ROSE's gross monthly income
18 falls into the fourth tier of the Presumptive Maximum Amounts of Child
19 Support (NRS 125B.070) effective July 1, 2017, through June 30, 2018,
20 and the presumptive maximum amount DAVID JOHN ROSE may be
21 required to pay per month per child is \$905 (or \$2,715 for three (3)
22 children).
23
24
25

26 The Court FINDS that SARAH JANEEN ROSE's imputed gross
27 monthly income is \$2,166. Twenty-nine percent (29%) of SARAH
28

1 JANEEN ROSE's gross monthly income is \$628.14. SARAH JANEEN
2 ROSE's gross monthly income falls into the first tier of the Presumptive
3 Maximum Amounts of Child Support (NRS 125B.070) effective July 1,
4 2017, through June 30, 2018, and the presumptive maximum amount
5 SARAH JANEEN ROSE may be required to pay per month per child is
6 \$696 (or \$2,088 for three (3) children).
7

8
9 Twenty-nine percent of DAVID JOHN ROSE's gross monthly income
10 (\$2,514) minus twenty-nine percent of SARAH JANEEN ROSE's gross
11 monthly income (\$628) is \$1,886.
12

13
14 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
15 and DECREED that DAVID JOHN ROSE shall pay child support to
16 SARAH JANEEN ROSE at the rate of \$1,886 per month, commencing
17 April 1, 2017, pursuant to NRS 125B.070, NRS 125B.080, Wright v.
18 Osborn, 114 Nev. 1367 (1998), and Wesley v. Foster, 119 Nev. 110 (2003),
19
20 DAVID JOHN ROSE's child support payment will be due on the first day
21 of each month. These provisions shall continue until such time as the
22 children attain the age of eighteen (18) years, unless the children are still
23 attending high school, and in such event until said children graduate from
24 high school or attain the age of nineteen (19), or until such children are
25 otherwise emancipated pursuant to the Nevada Revised Statutes,
26
27
28

1 whichever occurs first.

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
3
4 AND DECREED that DAVID JOHN ROSE shall pay SARAH JANEEN
5 ROSE the sum of \$13,000 (Thirteen Thousand Dollars) as and for
6
7 constructive child support arrears. Said constructive child support arrears
8 shall be payable in monthly payments of \$270.00 for a period of 48 months
9
10 commencing April 1, 2018.

11 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
12 and DECREED that DAVID JOHN ROSE shall continue to provide
13
14 medical support for the child, if available as a benefit of employment and
15 is reasonable in cost and accessible. Medical support includes, without
16
17 limitation, coverage for health care under a plan of insurance that is
18 reasonable in cost and accessible, including, without limitation, the
19 payment of any premium, co-payment or deductible and the payment of
20
21 medical expenses.

22 Payments of cash for medical support or the costs of coverage for
23
24 health care under a plan of insurance are "reasonable in cost" if: (1) In the
25 case of payments of cash for medical support, the cost to each parent who
26 is responsible for providing medical support is not more than 5 percent of
27
28 the gross monthly income of the parent; or (2) In the case of the costs of

1 coverage for health care under a plan of insurance, the cost of adding a
2 dependent child to any existing coverage for health care or the difference
3 between individual and family coverage, whichever is less, is not more
4 than 5 percent of the gross monthly income of the parent.
5

6 Coverage for health care under a plan of insurance is "accessible" if
7 the plan: (1) Is not limited to coverage within a geographical area; or (2)
8 Is limited to coverage within a geographical area and the child resides
9 within that geographical area.
10

11 These provisions shall continue until such time as the child attains
12 the age of eighteen (18) years, unless the child is still attending high
13 school, and in such event until said child graduates from high school or
14 attains the age of nineteen (19), or until such child is otherwise
15 emancipated pursuant to the Nevada Revised Statutes, whichever occurs
16 first.
17

18 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
19 and DECREED that, pursuant to NRS 125B.080(7), the parties shall
20 equally bear all of the children's unreimbursed medical expenses,
21 including psychiatric, orthodontic, dental and optical costs, which are not
22 covered by said insurance. The parties will abide by the "30/30" rule for
23 unreimbursed medical expenses as follows:
24
25
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- 1 a. Documentation of Out-of-Pocket Expenses
2 Required: A party who incurs an out-of-pocket
3 expense for medical care is required to document
4 that expense and proof of payment of that expense.
5 A receipt from the health care provider is sufficient
6 to prove the expense so long as it has the name of
7 the child on it and shows an actual payment by the
8 party.
- 9 b. Proof of Payment Required: A party who has paid
10 a health expense for the minor child of the parties
11 must provide a copy of the proof of payment to the
12 other party and the insurance company within
13 thirty (30) days of the payment being made and in
14 no event later than the expense could have been
15 submitted to insurance for reimbursement. The
16 failure of a party to comply with this provision in a
17 timely manner which causes the claim for
18 insurance reimbursement to be denied by the
19 insurance company as untimely will result in that
20 party being required to pay the entire amount
21 which would have been paid by the insurance
22 company as well as one-half ($\frac{1}{2}$) of the expense
23 which would not have been paid by insurance if the
24 claim had been timely filed.
- 25 c. Mitigation of Health Expenses Required; Use of
26 Covered Insurance Providers: Each party has a
27 duty to mitigate medical expenses for the minor
28 child. Absent compelling circumstances, a party
should take the minor child to a health care
provider covered by the insurance in effect and use
preferred providers if available in order to
minimize the cost of health care as much as
possible. The burden is on the party using a non-
covered health care provider to demonstrate that
the choice not to use a covered provider or the
lowest cost option was reasonably necessary in the
particular circumstances of that case. If the court

1 finds the choice of a non-covered or more expensive
2 covered provider was not reasonably necessary,
3 then the court may impose a greater portion of
4 financial responsibility for the cost of that health
5 care to the party who incurred that expense up to
6 the full amount which would have been provided by
7 the lowest cost insurance choice.

8
9 d. Sharing of Insurance Information Required: The
10 party providing insurance coverage for the child
11 has a continuing obligation to provide insurance
12 information including, but not limited to, copies of
13 policies and changes thereto as they are received,
14 claim forms, preferred provider lists (as modified
15 from time to time), and identification card. The
16 failure of the insuring party to timely supply any of
17 the above items to the other party which results in
18 the claim for treatment being denied by the
19 insurance company in whole or in part will result
20 in the amount which would have been paid by the
21 insurance policy being paid by the insuring party.

22 e. Reimbursement For Out-of-Pocket Expenses: A
23 party who receives a written request for
24 contribution for an out-of-pocket health care
25 expense incurred by the other party must pay his
26 or her share of the out-of-pocket expense to the
27 paying party within thirty (30) days of receipt of
28 the written request for contribution. The court
encourages as much informal written
documentation as possible such as a handwritten
note with copies of the bills and proof of payment
attached. The requesting party shall make a copy
of all papers submitted to the other party and
substantiation for the request. The party receiving
the request for contribution must raise questions
about the correctness of the request for
contribution within the thirty (30) day period after
the request for contribution is received. Any

1 objection to the request for contribution must be
2 made in writing with a copy made for later
3 reference by the court. The parties have stipulated
4 that if the party receiving a request for
5 contribution does not respond to the request within
6 the thirty (30) day period, that party may be
7 assessed attorney's fees if a contempt proceeding or
8 court action is required as a result of the party's
9 failure to pay or timely objection. If the party who
10 owes contribution for a health care expense of the
11 minor child of the parties does not pay the amount
12 due within the thirty (30) day period and fails to
13 respond to the request within the thirty (30) days
14 and if that party is the recipient of periodic
15 payments for child support (if such an obligation
16 arises in the future), the requesting party is
17 authorized to deduct the amount due from the
18 other party from any periodic payments due and
19 payable thirty (30) days after the request for
20 contribution was made in writing subject to the
21 limitation that the maximum recovery by deduction
22 from monthly periodic payments will be no more
23 than two hundred dollars (\$200.00) per month.

18 f Sharing Insurance Reimbursement: If either
19 party receives a payment from an insurance
20 company or medical provider which reimburses
21 payments made out-of-pocket previously by both
22 parties or the other party only, the party receiving
23 the payment must give the other party's share of
24 the payment to the other party within seven (7)
25 days of receipt of the payment.

24 g. Timely Submission of Claims to Insurance
25 Company: If either party is permitted under the
26 insurance contract to submit a claim for payment
27 to the insurance company directly, that party must
28 do so in a timely manner. If the claim must be
submitted only by one party, that party must

1 submit the claim in a timely manner. Failure of a
2 party to comply with this timely submission
3 requirement will result in that party being
4 required to pay the entire amount of the claim
5 which would have been paid by insurance if timely
6 submitted and one-half of that amount which
7 would have been paid by insurance.

- 8 h. Effect of Not Obtaining or Maintaining Required
9 Health Insurance Coverage: If a party is required
10 to provide health insurance for a child of the
11 parties and fails to do so when such insurance is
12 available, that party shall be responsible for that
13 portion of any medical expense that would have
14 been paid by a reasonably priced insurance policy
15 available at the time. Should both parties, who are
16 obligated to provide health insurance for the minor
17 child, lose that ability, the parties shall jointly
18 choose and pay for an alternative policy. The court
19 shall reserve jurisdiction to resolve any dispute
20 relating to alternative insurance.
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
parties shall alternate the dependent child tax deduction such that
DAVID JOHN ROSE will claim the dependent child tax deduction for the
child DAVID JAMES ROSE on his income taxes beginning with 2018, and
every year thereafter, and SARAH JANEEN ROSE will claim the
dependent child tax deduction for the child CARSON DAVID ROSE on
her income taxes beginning with 2018, and every year thereafter. The
parties shall alternate the dependent child tax deduction for the child

1 LILY PAIGE ROSE, such that DAVID JOHN ROSE will claim LILY
2 PAIGE ROSE in odd years and SARAH JANEEN ROSE will claim LILY
3 PAIGE ROSE in even years.
4

5 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
6 AND DECREED that the Court shall retain jurisdiction of the parties and
7 the subject matter hereof for the purpose of making such other and
8 further orders as relates to the support and maintenance of the minor
9 children of the parties as to the Court may seem meet and proper from
10 time to time hereafter during the minority of said children.
11

12 NOTICE IS HEREBY GIVEN that the following statutory notices
13 relating to child support are applicable to DAVID JOHN ROSE and
14 SARAH JANEEN ROSE:
15

16 1) Pursuant to **NRS 125B.095**, if an installment of an
17 obligation to pay support for a child becomes delinquent in the amount
18 owed for 1 month's support, a 10% per annum penalty must be added to
19 the delinquent amount.
20

21 2) Pursuant to **NRS 125B.140**, if an installment of an
22 obligation to pay support for a child becomes delinquent, the court shall
23 determine interest upon the arrearages at a rate established pursuant to
24 **NRS 99.040**, from the time each amount became due. Interest shall
25
26
27
28

1 continue to accrue on the amount ordered until it is paid, and additional
2 attorney's fees must be allowed if required for collection.
3

4 3) Pursuant to **NRS 125B.145**, an award of child support
5 shall be reviewed by the court at least every three (3) years to determine
6 whether the award should be modified. The review will be conducted upon
7 the filing of a request by a (1) parent or legal guardian of the child; or (2)
8 the Nevada State Welfare Division or the District Attorney's Office, if the
9 the Nevada State Welfare Division or the District Attorney's Office, if the
10 Division of the District Attorney has jurisdiction over the case.
11

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

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

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

24 . . .
25 4. An order for the support of a child may be reviewed at any
26 time upon the basis of changed circumstances.
27

28 4) Pursuant to **NRS 125.450(2)**, the wages and commissions
of the parent responsible for paying support shall be subject to assignment
or withholding for the purpose of payment of the foregoing obligation of
support as provided in **NRS 31A.020** through **31A.240**, inclusive.

1 5) Pursuant to **NRS 125B.055(3)**, each party must, within
2
3 ten (10) days after the entry of this Order, file with the Eighth Judicial
4 District Court, Family Division, 601 North Pecos Road, Las Vegas,
5 Nevada 89101, and with the State of Nevada, Department of Human
6 Resources, Welfare Division, a Child Support and Welfare Party
7 Identification Sheet setting forth:
8

- 9
10 (a) The names, dates of birth, social security numbers
11 and driver's license numbers of the parents of the child;
12 (b) The name and social security number of the child;
13 (c) The case identification number assigned by the court; and
14 (d) Such other information as the welfare department
determines is necessary to carry out the provisions of 42
U.S.C. Section 654a.

15 **C. Community Property:**

16
17 **1. Awarded to Plaintiff, DAVID JOHN ROSE:**

18 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
19 AND DECREED that DAVID JOHN ROSE is hereby awarded as her sole
20 and separate property, free of any claims of SARAH JANEEN ROSE, sole
21 ownership of the following:
22

- 23 a) The sum of \$5,000 (Five Thousand Dollars) from the
24
25 approximate \$55,585.95 (Fifty-five Thousand Five Hundred
26 Eighty-Five Dollars and Ninety-Five Cents) from the proceeds
27
28 from the sale of the Marital Residence located at 7705 Young

1 Harbor Drive, Las Vegas, Nevada, within five (5) days of
2
3 executing the Decree of Divorce. The parties acknowledge that
4 the proceeds from the sale of the Marital Residence are
5 currently being held in the trust account of Regina M.
6 McConnell.
7

8 b) One-half of the community portion, as defined within
9 Nevada law as articulated in Gemma v. Gemma, 105 Nev. 458
10 (1989), and Fondi v. Fondi, 106 Nev. 856 (1990), in DAVID
11 JOHN ROSE's Las Vegas Metropolitan Police Department
12 Public Employees' Retirement System of Nevada Pension
13 benefits, said pension benefits to be divided pursuant to a
14 Qualified Domestic Relations Order ("QDRO"), based upon a
15 selection of Option 2 being made at the time of retirement so
16 as to name SARAH JANEEN ROSE as the irrevocable
17 survivor beneficiary of DAVID JOHN ROSE' pension benefits
18 upon death, to divide said retirement account. The parties
19 shall engage the services of Shann D. Winesett, of Las Vegas
20 QDRO, located at 8925 South Pecos Road, Suite 14C,
21 Henderson, Nevada 89074, Telephone: (702) 263-8438, E-Mail:
22 customerservice@lasvegasqdro.com, for the preparation of the
23
24
25
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1 QDRO immediately after both parties and their respective
2 counsel duly execute the Stipulated Decree of Divorce. SARAH
3 JANEEN ROSE and DAVID JOHN ROSE shall equally bear
4 the cost associated with preparing said QDRO (approximately
5 \$800.00). Both parties are authorized to communicate with the
6 preparer of the QDRO with regard to preparation of the
7 QDRO. Both parties understand that The Cooley Law Firm
8 and McConnell Law Group, Ltd. are not responsible for the
9 preparation of the QDRO.
10

11 c) All right, title and interest in the furniture and
12 furnishings in his possession.
13

14 d) All right, title and interest in the 2015 Dodge Challenger
15 automobile in her possession, if any, subject to any
16 encumbrances thereon. Both parties names are associated with
17 the loan on said automobile. As such, DAVID JOHN ROSE
18 shall have six (6) months to refinance said loan, removing
19 SARAH JANEEN ROSE's name from said loan obligation.
20

21 e) Any and all bank or financial institution accounts in his
22 name alone.
23

24 g) All personal property and jewelry in his possession.
25
26
27
28

1 h) All of his personalities.

2 2. Awarded to Defendant, SARAH JANEEN ROSE:

3
4 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
5 AND DECREED that SARAH JANEEN ROSE is hereby awarded as her
6
7 sole and separate property, free of any claims of DAVID JOHN ROSE, sole
8 ownership of the following:

9 a) The sum of \$27,792.98 (Twenty-seven Thousand Seven
10
11 Hundred Ninety-Two Dollars and Ninety-Eight Cents) from
12
13 the approximate \$55,585.95 (Fifty-five Thousand Five
14
15 Hundred Eighty-Five Dollars and Ninety-Five Cents) from the
16
17 proceeds from the sale of the Marital Residence located at 7705
18
19 Young Harbor Drive, Las Vegas, Nevada, to be paid within
20
21 five (5) days of executing the Decree of Divorce. The parties
22
23 acknowledge that the proceeds from the sale of the Marital
24
25 Residence are currently being held in the trust account of
26
27 Regina M. McConnell.

28 b) One-half of the community portion, as defined within
Nevada law as articulated in Gemma v. Gemma, 105 Nev. 458
(1989), and Fondi v. Fondi, 106 Nev. 856 (1990), in DAVID
JOHN ROSE's Las Vegas Metropolitan Police Department

1 Public Employees' Retirement System of Nevada Pension
2 benefits, said pension benefits to be divided pursuant to a
3 Qualified Domestic Relations Order ("QDRO"), based upon a
4 selection of Option 2 being made at the time of retirement so
5 as to name SARAH JANEEN ROSE as the irrevocable
6 survivor beneficiary of DAVID JOHN ROSE' pension benefits
7 upon death, to divide said retirement account. The parties
8 shall engage the services of Shann D. Winesett, of Las Vegas
9 QDRO, located at 8925 South Pecos Road, Suite 14C,
10 Henderson, Nevada 89074, Telephone: (702) 263-8438, E-Mail:
11 customerservice@lasvegasqdro.com, for the preparation of the
12 QDRO immediately after both parties and their respective
13 counsel duly execute the Stipulated Decree of Divorce. SARAH
14 JANEEN ROSE and DAVID JOHN ROSE shall equally bear
15 the cost associated with preparing said QDRO (approximately
16 \$800.00). Both parties are authorized to communicate with the
17 preparer of the QDRO with regard to preparation of the
18 QDRO. Both parties understand that The Cooley Law Firm
19 and McConnell Law Group, Ltd. are not responsible for the
20 preparation of the QDRO.
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1 c) All right, title and interest in the 2012 Scion XB
2 automobile, subject to the encumbrance thereon.
3

4 d) All right, title and interest in the furniture and
5 furnishings in her possession.
6

7 e) Any and all bank or financial institution accounts in her
8 name alone.
9

10 f) All personal property and jewelry in her possession.

11 gh) All of her personalties.
12

13 **D. Community Debt:**

14 **1. To be Paid by Plaintiff, DAVID JOHN ROSE:**

15 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
16 AND DECREED that DAVID JOHN ROSE shall assume and pay the
17 following debts, and he shall further indemnify and hold SARAH JANEEN
18 ROSE harmless therefrom:
19

20
21 a) Any and all debts associated with the assets awarded to
22 him herein.
23

24 b) Any and all debts in his name alone.

25 c) Any and all credit cards in his name alone.

26 d) Any and all debts incurred solely by DAVID JOHN ROSE
27 as of the parties separation, which occurred on 02/21/2017.
28

1 **2. To be Paid by Defendant, SARAH JANEEN ROSE:**

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
3
4 AND DECREED that SARAH JANEEN ROSE shall assume and pay the
5 following debts, and she shall further indemnify and hold DAVID JOHN
6 ROSE harmless therefrom:
7

- 8 a) Any and all debts associated with the assets awarded to
9 her.
10
11 b) Any and all debts in her name alone.
12
13 c) Any and all credit cards in her name alone.
14
15 d) Any and all debts incurred solely by SARAH JANEEN
16 ROSE as of the parties separation, which occurred on
17 02/21/2017.

18 **E. Alimony:**

19 The Court FINDS that DAVID JOHN ROSE is age 32, and is
20 employed on a full-time basis with Las Vegas Metropolitan Police
21 Department as a Sergeant. SARAH JANEEN ROSE is age 29, and is
22 employed on a full-time basis with Academica-Doral Academy Pebble
23 Campus.
24
25

26 The Court FURTHER FINDS that DAVID JOHN ROSE and SARAH
27 JANEEN ROSE have been married for 11 years 9 months.
28

1 Accordingly, IT IS STIPULATED and THEREFORE ORDERED,
2
3 ADJUDGED AND DECREED that David shall pay SARAH JANEEN
4 ROSE the sum of \$22,792.97 (Twenty-two Thousand Seven Hundred
5 Ninety-Two Dollars and Ninety-Seven Cents) as and for lump sum, non-
6
7 modifiable alimony, to be paid within five (5) days of executing the Decree
8 of Divorce. The parties acknowledge that DAVID JOHN ROSE shall be
9
10 utilizing his share of the proceeds from the Marital Residence, currently
11 held in trust with Regina M. McConnell, to satisfy the alimony obligation.

12 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
13
14 AND DECREED that said lump sum alimony payment received by
15 SARAH JANEEN ROSE shall be included as income to SARAH JANEEN
16 ROSE and deductible to DAVID JOHN ROSE on the parties' respective
17
18 federal income tax returns.

19 **F. Attorneys' Fees:**

20
21 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
22 and DECREED that each party shall bear their own attorneys' fees and
23
24 costs incurred relative to this matter.

25 **G. Change of Name of Defendant, SARAH JANEEN ROSE:**

26 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED
27
28 AND DECREED that SARAH JANEEN ROSE shall be permitted to either

1 restore her maiden name: SARAH JANEEN WOODALL, and/or retain her
2 married name: SARAH JANEEN ROSE.
3

4 **H. Tax Provisions:**

5 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
6 AND DECREED that SARAH JANEEN ROSE and DAVID JOHN ROSE
7 shall file separate tax returns beginning with the calendar year of 2018.
8 Each party will report their own individual employment earnings, income,
9 gains and/or deductions arising from the assets and debts awarded to
10 them herein, and the parties agree to indemnify and hold harmless the
11 other from any tax penalties or interest related to their individual tax
12 obligation. Should there be any corrections to any previous tax returns,
13 then each respective party shall be solely responsible for any portion of
14 any liability resulting from that party's respective income.
15

16 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
17 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
18 hereby elect to have the division of their marital estate treated as a
19 non-taxable transfer between spouses.
20

21 NOTICE IS FURTHER GIVEN that under Circular 230 Disclosure:
22 To ensure compliance with United States Treasury Department
23 Regulations, the parties are advised that, unless otherwise expressly
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1 indicated, any federal tax advice that may be in this Decree of Divorce, or
2 which otherwise may pertain to this Decree of Divorce and/or any issue
3 that may be incident to the parties' divorce or their marriage to each
4 other, including any documents attached to this Decree of Divorce, is not
5 intended or written to be used, and cannot be used, by anyone for the
6 purpose of avoiding penalties under the Internal Revenue Code or
7 promoting, marketing or recommending to another party any tax-related
8 matters that may be addressed in this Decree of Divorce or otherwise.
9

12 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
13 AND DECREED that the parties further admit and agree that each of
14 them has had the opportunity to discuss with independent tax counselors,
15 other than the attorney of record in the divorce action filed pertaining to
16 the parties, concerning the income tax and estate tax implications and
17 consequences with respect to the agreed upon division of properties and
18 indebtedness, and SHELLY BOOTH COOLEY, and THE COOLEY LAW
19 FIRM and REGINA M. MCCONNELL and MCCONNELL LAW, LTD.,
20 were not expected to provide and, in fact, did not provide tax advice
21 concerning this Decree of Divorce.
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1 **I. PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE**
2 **PROPERTY**

3 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
4 AND DECREED that except as otherwise specified herein, any and all
5 property acquired, income received or liabilities incurred by either of the
6 parties hereto, shall be the sole and separate property of the one so
7 acquiring the same, or the sole liability of the one so incurring the same.
8 Each of the parties hereto respectively grants to the other all such future
9 acquisitions of property as the sole and separate property of the one so
10 acquiring the same and holds harmless and agrees to indemnify the other
11 party from any and all liabilities incurred.

12 **J. RIGHT TO DISPOSE OF PROPERTY BY WILL**

13 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
14 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
15 shall each have an immediate right to dispose of or bequeath by will his
16 or her respective interests in and to any and all property belonging to him
17 or her from and after the date hereof, and that such right shall extend to
18 all of the aforesaid future acquisitions of property as well as to all
19 property set over to either of the parties hereto under this Decree of
20 Divorce.
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1 **K. WAIVER OF INHERITANCE RIGHTS**

2 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
3
4 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE,
5 except as hereinafter provided, each hereby waive any and all right to the
6 estate of the other left at his or her death and forever quitclaim any and
7 all right to share in the estate of the other by the laws of succession, and
8 said parties hereby release one to the other all rights to inherit from the
9 other. Furthermore, said parties hereby renounce, one to the other, all
10 right to be administrator or administratrix, executor or executrix, of the
11 estate of the other, and said parties hereby waive any and all right to the
12 estate or any interest in the estate of the other by way of inheritance, or
13 otherwise, for family allowance therein or therefrom, to a probate or other
14 homestead upon any property of the other, and to have set aside to him or
15 her any property of the other exempt from execution, and from the date
16 of this Decree of Divorce to the end of the world, said waiver by each in
17 the estate of the other party shall be effective, and said parties shall have
18 all the rights of single persons and maintain the relationship of such
19 toward each other.
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1 **L. MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES**

2 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
3
4 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
5 understand and agree that this Decree of Divorce is deemed to be a final
6 and conclusive and integrated agreement between the parties, and that
7 except as herein specified, each party hereto is hereby released and
8 absolved from any and all liabilities and obligations for the future acts and
9 duties of the other, and that each of said parties hereby releases the other
10 from any and all liabilities, future accounts, alimony and support or
11 otherwise, or debts or obligations of any kind or character incurred by the
12 other except as hereinbefore provided, it being understood that this
13 instrument is intended to settle finally and conclusively the rights of the
14 parties hereto in all respects arising out of their marital relationship
15 except as hereinbefore provided.
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21 **M. EXECUTION OF NECESSARY DOCUMENTS**

22 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
23
24 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
25 shall execute any and all legal documents, certificates of title, bills of sale,
26 stock transfers, deeds or other instruments or documents necessary in
27 order to effectuate transfer of any and all interest either may have in and
28

1 to the said property hereby conveyed and/or transferred to the other as
2 herein above specified in this Decree of Divorce within ten (10) days of
3 presentation of same for such signature. Should either party fail to
4 execute any of said documents to transfer interest to other, then it is
5 agreed that this Decree of Divorce shall constitute a full and complete
6 transfer of the interest of one to the other, as herein above provided, it is
7 further agreed that pursuant to NRCP 70, the Clerk of the Court, shall
8 be deemed to have hereby been appointed and empowered to sign, on
9 behalf of the non-signing party, any of the said documents of transfer
10 which have not been executed by the party otherwise responsible for such,
11 and it is further agreed that this Agreement shall constitute and operate
12 as such properly executed document and the County Assessor and County
13 Recorder and any and all other public and private officials are hereby
14 authorized and directed to accept this Decree of Divorce, or a properly
15 certified copy thereof, in lieu of the document regularly required for such
16 conveyance or transfer.

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23 **N. ACCEPTANCE OF DECREE AND ADVICE OF COUNSEL**

24
25 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
26 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
27 agree that they each have had a reasonable opportunity to seek the advice
28

1 of independent counsel and to obtain adequate and sufficient knowledge
2 of the extent and approximate present value of the community property
3 and separate property of the other, and to the extent of having declined
4 to examine and/or investigate further, have thereby waived and do hereby
5 waive and relinquish the right to do so.
6

7
8 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED
9 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
10 further acknowledge that each party has become sufficiently acquainted
11 with the other's earnings, property and financial obligations listed herein,
12 and, to the extent requested, have had a reasonable opportunity to obtain
13 knowledge of the property and financial obligations of the community
14 and/or of the other party, and to the extent that they have not availed
15 themselves of the opportunity to obtain such knowledge, each party
16 expressly waives the right to further disclosure thereof; that they each
17 have ascertained and weighed all of the facts, conditions and
18 circumstances likely to influence their judgement herein; that all matter
19 embodied herein, as well as all questions pertinent hereto have been
20 satisfactorily explained; they that have individually given due
21 consideration to such matters and questions; that, individually, each party
22 clearly understands and consents to all of the provisions herein; that each
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1 party freely, voluntarily, without duress, and with full knowledge of the
2 consequences thereof, have waived their rights as described herein; and
3 that each party voluntarily and expressly waives any right to further
4 disclosure of the property, earnings and financial obligation of the
5 community or the other party beyond the disclosures already provided and
6 contained herein.
7
8

9 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
10 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
11 further acknowledge that the parties' counsel have undertaken neither
12 discovery nor investigation to determine or confirm the nature, extent, or
13 valuation of the assets and obligations of the community and/or of each
14 party. DAVID JOHN ROSE and SARAH JANEEN ROSE agree to
15 indemnify and hold Counsel harmless from liability relating to the
16 valuation of community and/or separate property, debts and/or the herein
17 division of property and debts. DAVID JOHN ROSE and SARAH
18 JANEEN ROSE also acknowledge and agree that each of them has
19 independently obtained sufficient information necessary for them to
20 individually determine, to their satisfaction, the nature, extent, and/or
21 valuation of the subject property and debts. SARAH JANEEN ROSE
22 further acknowledges and agrees that he has not relied on any
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1 representation by Counsel as to the nature, extent, and/or valuation of the
2 subject property and debts and/or with respect to the division of the
3 property and debts herein.
4

5 **O. OMITTED PROPERTY:**
6

7 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
8 AND DECREED that in the event any community property has been
9 omitted from this Decree of Divorce that would have been community
10 property or otherwise jointly-held property under the law applicable as of
11 the date hereof, the concealing or possessory party will transfer or convey
12 to the other party, at the other party's election: (a) the full market value
13 of the other party's interest on the date of this Decree of Divorce, plus
14 statutory interest through and including the date of transfer or
15 conveyance; (b) the full market value of the other party's interest at the
16 time that party discovers that he or she has an interest in such property,
17 plus statutory interest through and including the date of transfer or
18 conveyance; or (c) an amount of the omitted property equal to the other
19 party's interest therein, if it is reasonably susceptible to division.
20
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25 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
26 AND DECREED that if any claim, action or proceeding is brought seeking
27 to hold the one of the parties hereto liable on account of any debt,
28

1 obligation, liability, act or omission assumed by the other party, the
2 responsible party will, at his or her sole expense, defend the innocent
3 party against any such claim or demand, and he or she will indemnify,
4 defend and hold harmless the innocent party.
5

6
7 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
8 AND DECREED that if any joint debt, obligation, liability, act or omission
9 creating such liability has been omitted from this Decree of Divorce and
10 is subsequently discovered, either party may petition the Court for an
11 allocation of that debt, obligation, liability, or liability arising from such
12 act or omission.
13
14

15 **P. KNOWLEDGE AND DISCLOSURE**

16 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
17 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
18 each acknowledge that he or she has full knowledge of the assets, financial
19 status and possibilities of inheritance of the other at the time of this
20 Decree of Divorce.
21
22

23 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
24 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
25 each warrant that he or she has made full disclosure of all the assets of
26 the parties hereto. Should it be found that there exist other community
27
28

1 assets which have not been disclosed and stated in this Decree of Divorce,
2 either party may move the court for a partition of such asset(s) at any
3 time hereafter. With respect to this paragraph, each party hereto
4 specifically waives any and all limitation periods for the bringing of an
5 action to partition such undisclosed asset(s) and further specifically
6 stipulates that the failure to disclose such asset(s) constitutes extrinsic
7 fraud, which will invoke the jurisdiction of the court to partition such
8 undisclosed asset(s) at any future time.


12 **Q. ENTIRE AGREEMENT**

14 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,
15 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE
16 expressly agree that this Decree of Divorce constitutes a just and equal
17 distribution of the community assets and liabilities as they are known
18 today and amply addresses the contingencies should there exist assets
19 omitted herefrom. DAVID JOHN ROSE and SARAH JANEEN ROSE
20 further expressly agree that this Decree of Divorce contains the entire
21 agreement of the parties on these matters, superseding any previous
22 agreement between them. No other agreement, statement, or promise
23 made on or before the effective date of this Decree of Divorce by or to
24 either party or his or her agent or representative will be binding on the
25
26
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1 parties unless (a) made in writing and signed by both parties, or (b)
2 contained in an order of a Court of competent jurisdiction.
3


4 DATED this ____ day of ____, 2018.

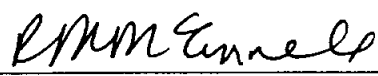
5 
6
7 SARAH JANEEN ROSE


8 DAVID JOHN ROSE

9 THE COOLEY LAW FIRM

MCCONNELL LAW , LTD.

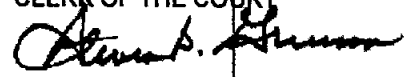
10 
11 Shelly Booth Cooley
12 Nevada Bar No. 8992
13 10161 Park Run Drive, Suite 150
14 Las Vegas, Nevada 89145
15 Attorneys for Defendant,
16 SARAH JANEEN ROSE


17 Regina M. McConnell
18 Nevada Bar No. 4445
19 9017 S. Pecos Road, 4445
20 Henderson, Nevada 89074
21 Attorneys for Plaintiff,
22 DAVID JOHN ROSE

23
24
25
26
27
28
IT IS SO ORDERED this ____ day of APR 09 2018, 2018.


DISTRICT COURT JUDGE @

Exhibit “A”



1 **THE COOLEY LAW FIRM**
2 Shelly Booth Cooley
3 Nevada State Bar No. 8992
4 10161 Park Run Drive, Suite 150
5 Las Vegas, Nevada 89145
6 Telephone Number: (702) 265-4505
7 Facsimile Number: (702) 645-9924
8 E-mail: scooley@cooleylawlv.com
9 Attorney for Defendant,
10 SARAH ROSE

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

9 DAVID ROSE,
10 Plaintiff,

Case No. D-17-547250
Dept No. I

11 vs.

12 SARAH ROSE,
13 Defendant.

14
15
16 **STIPULATED PARENTING AGREEMENT**

17 COME NOW the parents, SARAH ROSE ("MOTHER") and DAVID ROSE
18 ("FATHER") (hereinafter collectively sometimes referred to as the "parents" or the
19 "parties," and individually sometimes referred to as a "parent" or a "party"),
20 personally, and hereby stipulate and agree as follows:

21 The parents have discussed between themselves and have agreed to this
22 Parenting Agreement. The parents further recognize that it may be necessary for the
23 terms and conditions of this Parenting Agreement to be supplemented or revised as
24 the needs of the children and/or the circumstances of the parents change. The
25 parents agree that any such revisions shall be in writing, signed, and dated by both
26 parents. However, the parents understand that such agreed upon revisions and
27 changes do not modify this Court Order. In the event a controversy arises, and until
28 this Order is modified by the Court, this Order of the Court shall remain in full force.

1 and effect, and the parents are encouraged to resolve the controversy themselves or
2 seek mediation prior to initiating further Court proceedings and hearings.

3 It is the intent of the parents, SARAH ROSE, the natural mother, and DAVID
4 ROSE, the natural father, to make every effort to maintain free access and
5 unhampered contact between their minor children, DAVID JAMES ROSE, date of
6 birth: 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/20017; and LILY
7 PAIGE ROSE, date of birth: 05/24/2011, and the other parent. Neither parent shall
8 do anything which may estrange the children from the other parent or impair the
9 natural development of the children's love and respect for the other parent. Both
10 parents understand that parenting requires the acceptance of mutual responsibilities
11 and rights insofar as the children are concerned. Each parent agrees to communicate
12 and cooperate with the other parent with respect to all matters relating to their
13 children. The parents understand and agree that the best interests of their children
14 will be served by the parents continuing to openly and freely communicate with each
15 other in a civil manner and to cooperate with each other in raising their children.

16 The parents further agree that it is their intent to be and serve as "co-parents"
17 insofar as the raising of their children are concerned. In establishing such a co-
18 parenting arrangement, the parents acknowledge and agree to comply with and abide
19 by the following key principles of co-parenting:

20 1. Both parents will continue to be fully involved in making major
21 decisions about their children's health, education, welfare, and religion.

22 2. The parents will not place their children between them and their
23 conflicts. The children are to be raised jointly by the parents and the parents agree
24 to do so as two business-like partners. As such business partners, when it comes to
25 the children, they agree to be cordial with each other and work out their differences
26 in a fair and equitable manner.

27 . . .

28 . . .

1 3. Both parents view themselves as having a family. Neither shall be
2 deemed to have a lesser relationship with the children due to any labels this
3 Agreement may establish concerning custody and visitation. Each has a family
4 home and each is entitled to make decisions and have a lifestyle of which the
5 children will be a part when they are in that home. Neither parent shall interfere
6 with the other parent's lifestyle and home life, and to the contrary, each parent
7 agrees to support the other in relation to the children.

8 4. The parents agree that the children shall never be put between the two
9 parents in making a joint decision. Decisions shall be made by the parents together
10 and handed down to the children. The children shall not be permitted to play one
11 parent against the other.

12 5. The parents agree that communication between them regarding their
13 children is essential. The parents will regularly discuss their children's needs,
14 activities and conditions. The parents also will keep each other fully informed about
15 significant events in their children's lives.

16 6. The parents will be jointly responsible for raising their children and
17 will work together to share fairly in their children's expenses (which does not
18 necessarily mean 50-50), living arrangements (which does not necessarily mean 50-
19 50), and care. Both parents will take part in school conferences, doctor's
20 appointments, religious education, etc.

21 7. Both parents acknowledge that they each value and respect the other
22 parent as a co-parent, regardless of their other differences. Each parent also agrees
23 that it is essential for the children to have access to and involvement with both
24 parents.

25 8. Finally, both parents agree that should differences arise between them,
26 every attempt will be made to work such differences out in a fair and equitable
27 manner, before resorting to legal action.

28 ...

1 **I. LEGAL CUSTODY PROVISIONS:**

2 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
3 DECREED that the parents shall have joint legal custody of the minor children,
4 which, in addition to the "co-parenting" principles set forth above, entails the
5 following:

6 The parents shall consult and cooperate with each other in substantial
7 questions relating to educational programs, significant changes in social
8 environment, and health care of the children.

9 The parents shall have access to medical and school records pertaining to the
10 children and be permitted to independently consult with any and all professionals
11 involved with them.

12 All schools, health care providers, day care providers, and counselors shall
13 be selected by the parents jointly. In the event that the parents cannot agree to the
14 selection of a school, the children shall be maintained in the present school pending
15 mediation and/or further Order of the Court.

16 Each parent shall be empowered to obtain emergency health care for the
17 children without the consent of the other parent. Each parent is to notify the other
18 parent as soon as reasonably possible of any illness requiring medical attention, or
19 any emergency involving the children.

20 Each parent shall be responsible for keeping themselves apprised with
21 information of the well-being of the children, including, but not limited to copies of
22 report cards, school meeting notices, vacation schedules, class programs, requests
23 for conferences, results of standardized or diagnostic tests, notices of activities
24 involving the children, samples of school work, order forms for school pictures, all
25 communications from health care providers, the names, addresses and telephone
26 numbers of all schools, health care providers, regular day care providers and
27 counselors.

28 . . .

1 Each parent shall be responsible for keeping themselves apprised of school,
2 athletic, and social events in which the children participate. Neither parent shall
3 prevent the children's participation in extra-curricular activities. Both parents may
4 participate in school activities for the children such as open house, attendance at an
5 athletic event, etc.

6 Each parent is to provide the other parent with the address and telephone
7 number at which the minor children reside, and to notify the other parent within 30
8 days prior to any change of address and provide the telephone number as soon as it
9 is assigned.

10 Each parent is to provide the other parent with a travel itinerary and telephone
11 numbers at which the children can be reached whenever they will be away from the
12 parent's home for a period of 48 hours or more.

13 Each parent shall be entitled to daily, reasonable telephone communication
14 with the children on any day that the parent does not have custody of the children.
15 Said calls shall be initiated by the parent seeking to contact the children. Each
16 parent is restrained from unreasonably interfering with the children's right to
17 privacy during such telephone conversations. Moreover, during each parent's
18 custodial time periods, the minor children may initiate and shall have unhampered
19 contact and access to the other parent and all extended family members, including
20 but not limited to telephone calls, correspondence and notices.

21 The parents will consult with each other before enrolling the minor children
22 in any extracurricular activities. For those activities that would require the minor
23 children to participate in them during the other parent's custodial time, those
24 activities must be agreed to in advance by the parents, before enrolling the children
25 in the extra-curricular activity.

26 ...

27 ..

28 ...

1 **II. PHYSICAL CUSTODY PROVISIONS:**

2 **PHYSICAL CUSTODY:** IT IS STIPULATED and THEREFORE
3 ORDERED, ADJUDGED AND DECREED that the parties shall share Joint
4 Physical Custody of the children. MOTHER shall have custody of the children
5 from Wednesday after school (or at 3:00 p.m. if school is no in session) through
6 Sunday at 11:00 a.m. FATHER shall have custody of the children from Sunday at
7 11:00 a.m. through Wednesday after school (or at 3:00 p.m. if school is not in
8 session). The parents agree to be flexible and to cooperate in good faith with each
9 other with regard to their custodial time with the children.

10 **III. HOLIDAY PROVISIONS:**

11 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
12 DECREED that the parents shall abide by the following holiday visitation schedule,
13 which shall take precedence over, but not break the continuity of, the regular
14 visitation schedule and shall be defined as follows:

HOLIDAY	ODD YEAR	EVEN YEAR
Martin Luther King, Jr.'s Birthday: This holiday shall be defined as the third Monday in January and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Father	Mother
Presidents' Day: This holiday shall be defined as the third Monday in February and shall begin at 3:00 p.m. (or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or return to school) on the first weekday following the holiday.	Mother	Father
Easter Sunday: This holiday shall be begin the Saturday prior to Easter Sunday at 7:00 p.m. and shall conclude the following Monday at 9:00 a.m.	Father	Mother
Mother's Day: Mother's Day shall be defined as the second Sunday in May and shall begin Sunday at 9:00 a.m. and conclude the morning following Mother's Day at 9:00 a.m. (or return to school).	Mother	Mother
Memorial Day: This holiday shall be defined as the last Monday in May and shall begin at 3:00 p.m.	Mother	Father

1	(or recess of school) on the Friday preceding the holiday weekend and continues until 9:00 a.m. (or		
2	return to school) on the first weekday following		
3	the holiday.		
4	<u>Father's Day:</u> Father's Day shall be defined as the	Father	Father
5	third Sunday in June and shall begin Sunday at		
6	9:00 a.m. and conclude the morning following		
7	Father's Day at 9:00 a.m. (or return to school).		
8	<u>Independence Day:</u> This holiday shall be defined	Mother	Father
9	as July 4 th and the holiday will include the		
10	weekend if the holiday occurs on a Friday,		
11	Saturday, Sunday or Monday of any given year. In		
12	the event the holiday occurs on a Tuesday,		
13	Wednesday or Thursday, it will be treated as a one		
14	day holiday and shall begin at 9:00 a.m. on July 4 th		
15	and continue until July 5 th at 9:00 a.m.		
16	<u>Labor Day:</u> This holiday shall be defined as the	Father	Mother
17	first Monday in September and shall begin at 3:00		
18	p.m. (or recess of school) on the Friday preceding		
19	the holiday weekend and continues until 9:00 a.m.		
20	(or return to school) on the first weekday		
21	following the holiday.		
22	<u>Nevada Day:</u> This holiday shall be defined as the	Father	Mother
23	last Friday in October and shall begin at 3:00 p.m.		
24	(or recess of school) on the Thursday preceding		
25	the holiday weekend and continues until 9:00 a.m.		
26	(or return to school) on the first weekday		
27	following the holiday.		
28	<u>Halloween:</u> Halloween shall be defined as	Father	Mother
	beginning on October 31 st at 9:00 a.m. and		
	concludes November 1 st at 9:00 a.m.		
	<u>Veterans' Day:</u> This holiday shall be defined as	Father	Mother
	November 11 th and the holiday 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 a Tuesday,		
	Wednesday or Thursday, it will be treated as a one		
	day holiday and shall begin at 9:00 a.m. on		
	November 11 th and continue until November 12 th		
	at 9:00 a.m.		
	<u>Thanksgiving and Family Day:</u> This holiday shall	Mother	Father
	be defined as the fourth Thursday in November		
	and the Friday following the fourth Thursday in		
	November and shall begin at 3:00 p.m. on the day		
	school recesses preceding the holiday and		
	concludes at 9:00 a.m. (or return to school) on the		
	first weekday following the holiday.		
	<u>Winter Break:</u> Winter Break shall be divided into		
	two (2) periods with the first period commencing		

1	when school recesses for Winter Break (or 3:00		
2	p.m. if the children are not in school) and continue		
3	until the midpoint of Winter Break. If the midpoint		
4	falls on December 25 th , the parties shall exchange		
5	the children on December 26 th at 10:00 a.m. The		
6	second period shall commence on the midpoint of		
7	Winter Break at 10:00 a.m. and continues until		
8	school is scheduled to resume (or 9:00 a.m. if the		
9	children are not in school).		
10	<u>First Period/Christmas Day (December 25th)</u>	Mother	Father
11	<u>Second Period/New Year's Day (January 1st)</u>	Father	Mother
12	<u>Children's Birthdays:</u> The children's birthdays	Mother	Father
13	shall be defined as beginning on the day of the		
14	birthday at 9:00 a.m. and concludes the following		
15	day at 9:00 a.m.		
16	<u>Parents' Birthdays:</u> The children shall reside with		
17	each parent on his/her birthday on the individual		
18	day at 9:00 a.m. and concludes the morning		
19	following the individual day at 9:00 a.m. Father's		
20	birthday is May 26 th . Mother's birthday is August		
21	17 th .		
22	<u>Vacations:</u> Each parent shall be entitled to 14 days		
23	of vacation time annually, upon 30 days written		
24	notice to the other parent. In the event that the		
25	parents' schedule conflicting vacations with the		
26	minor child, Mother's plans shall be given priority		
27	in even-numbered years and Father's plans shall be		
28	given priority in odd-numbered years. Neither		
	parent shall schedule vacation time during the		
	other parent's holiday time or during time the child		
	is scheduled to be in school.		

IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and DECREED that any holiday, break or special occasion not specifically mentioned in this Decree shall be celebrated with the parent who is regularly scheduled to be with the minor children on that day.

IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and DECREED that if either parent is required to work during their designated holiday visitation time, the other parent will be entitled to have the children during the time the other parent is working, without penalty to the working parent.

1 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and
2 DECREED that the parents shall be flexible and act in good faith so that the
3 children may participate in social activities (i.e., weddings, funerals, family
4 reunions, birthday parties, etc.) during the other parent's custodial time.

5 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
6 DECREED that the parents understand and agree that the custody and holiday
7 visitation schedule may be modified at any time by mutual agreement of the parents,
8 and the parents will endeavor to work together with respect to custody of the minor
9 children in a manner which best serves the children's interests. Such revisions shall
10 be in writing, signed and dated by both parents. However, both parents understand
11 that the agreed upon changes do not modify this Court Order. In the event of
12 controversy, this Order of the Court will remain in full force and effect until
13 modified by the Court.

14 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
15 DECREED that the parties understand and agree that the children shall continue to
16 be able to participate in all extra curricular and sports activities in which they have
17 already been participating. The parents will cooperate regarding transportation to
18 ensure that their children will continue to participate in all extra curricular and
19 sports activities in which they have already been participating.

20 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
21 DECREED that neither parent will sign the children up for any new extra-curricular
22 activities that will infringe upon the other parent's scheduled time with the children,
23 without the written consent of the other parent, before enrolling the children in the
24 extra-curricular activity.

25 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
26 DECREED that the parents agree that they will consider the children's wishes and
27 input with regard to the children's participation in extra-curricular activities.

28 . . .

1 NOTICE IS HEREBY GIVEN that the following statutory notices relating
2 to custody are applicable to FATHER and MOTHER:

3 A. Pursuant to EDCR 5.301, the parties, and each of them, are hereby
4 placed on notice of the following:

5 All lawyers and litigants possessing knowledge of matters being
6 heard by the family division are prohibited from:

7 (a) Discussing the issues, proceedings, pleadings, or papers on
8 file with the court with any minor child;

9 (b) Allowing any minor child to review any such proceedings,
10 pleadings, or papers or the record of the proceedings before the court,
11 whether in the form of transcripts, audio, or video recordings, or
12 otherwise;

13 (c) Leaving such materials in a place where it is likely or
14 foreseeable that any child will access those materials; or

15 (d) Knowingly permitting any other person to do any of the things
16 enumerated in this rule, without written consent of the parties or the
17 permission of the court.

18 B. Pursuant to NRS 125C.006, the parties, and each of them, are hereby
19 placed on notice of the following:

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

27 (a) Attempt to obtain the written consent of the noncustodial parent
28 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
custodial parent if the court finds that the noncustodial parent refused
to consent to the custodial parent's relocation with the child:

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

(b) For the purpose 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.

25 C. Pursuant to NRS 125C.0065, the parties, and each of them, are hereby
26 placed on notice of the following:

27 1. If joint physical custody has been established pursuant to an order,
28 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

1 State that is at such a distance that would substantially impair the
2 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:

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

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

5
6 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:

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

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

9 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.

10
11 D. Pursuant to chapters 125A of NRS and NRS 125C.0601 to 125C.0693,
12 the parties, and each of them, are hereby placed on notice of the following:

13 PENALTY FOR VIOLATION OF ORDER: THE
14 ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN
VIOLATION OF THIS ORDER IS PUNISHABLE AS A
15 CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS
200.359 provides that every person having a limited right of custody
16 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
17 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
18 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.

19
20 E. Pursuant to provisions of NRS 125C.0045(7), the parties, and each of
21 them, are hereby placed on notice that the terms of the Hague Convention of
22 October 25, 1980, adopted by the 14th Session of the Hague Conference on Private
23 International Law apply if a parent abducts or wrongfully retains a child in a foreign
24 country as follows:

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

26 (a) The parties may agree, and the court shall include in the order for
27 custody of the child, that the United States is the country of habitual
28 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 the parties, the court may order the parent to post
2 a bond if the court determines that the parent poses an imminent risk
3 of wrongfully removing or concealing the child outside the country of
4 habitual residence. The bond must be in an amount determined by the
5 court and may be used only to pay for the cost of locating the child and
6 returning him to his habitual residence if the child is wrongfully
7 removed from or concealed outside the country of habitual residence.
8 The fact that a parent has significant commitments in a foreign country
9 does not create a presumption that the parent poses an imminent risk
10 of wrongfully removing or concealing the child.

11 F. The parents understand and acknowledge that, pursuant to the terms of
12 the Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and the Uniform Child
13 Custody Jurisdiction and Enforcement Act, NRS 125A.005, et seq., the courts of
14 Nevada have exclusive modification jurisdiction of the custody, visitation, and child
15 support terms relating to the child at issue in this case so long as either of the
16 parents, or the child, continue to reside in Nevada.

17 G. The parents acknowledge that the United States is the country and
18 Nevada is the State of habitual residence of the minor child herein.

19 The above STIPULATED PARENTING AGREEMENT reflects the rights
20 and obligations of each parent as they pertain to the legal and physical custody of
21 the parents' minor children. The parents hereby agree to fully comply with the same;
22 and in witness whereof, the parents hereto have hereunto set their hands to this
23 STIPULATED PARENTING AGREEMENT the year and date written below each
24 parents' respective signature.

25 IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND
26 DECREED that, by and between the parties hereto, that the above and foregoing
27 STIPULATED PARENTING AGREEMENT is acceptable to the parents, is fair, is
28 in the children's best interest; and the parents respectfully request the Court to adopt

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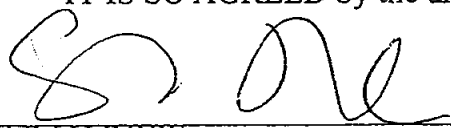
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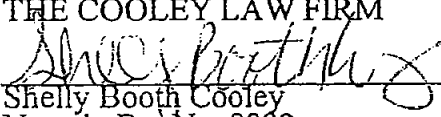
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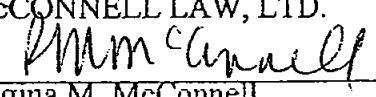
1 and ratify the same, and to enter the said STIPULATED PARENTING
2 AGREEMENT as the Order of this Court in any divorce proceeding filed to
3 terminate the parties' marriage.

4 IT IS SO AGREED by the undersigned this ____ day of July, 2017.

5
6 
7 SARAH ROSE
Defendant

8 
9 DAVID ROSE
Plaintiff

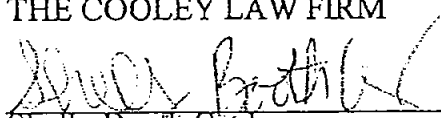
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Attorneys for Defendant,
SARAH ROSE

McCONNELL LAW, LTD.
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Nevada Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorneys for Plaintiff,
DAVID ROSE

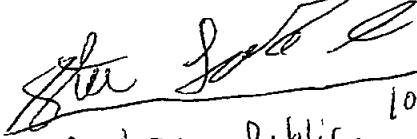
15 IT IS SO ORDERED this ____ day of OCT 25 2017, 2017.

16
17 
18 District Court Judge
19 

20 Respectfully Submitted:

21 THE COOLEY LAW FIRM
22 
23 Shelly Booth Cooley
Nevada Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant,
SARAH ROSE

24 State of Nevada
County of Clark
25 Signed and sworn to (or affirmed)
before me on Oct 11, 2017 by
Sarah Rose

26 
27 Notary Public 10/11/17
28

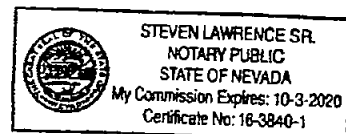


Exhibit “B”

MEMORANDUM OF UNDERSTANDING

The parties, David Rose ("David") and Sarah Rose ("Sarah"), have met in mediation to resolve certain disputes and entered into an agreement in case Number D-17-547250-D in Dept. I of the Eighth Judicial District Court, Clark County, Nevada, on March 23, 2018. By this memorandum, the parties desire to memorialize their agreement resolving all issues in the above referenced case. The memorandum addresses the material terms of the agreement, and is intended to bind the parties to those terms. The parties agree, however, that counsel for Sarah shall draft a final formal agreement incorporating the terms herein. That agreement shall be ratified by the Court, but shall not merge and shall retain its separate nature as a contract.

1. The parties agree to the following:

SARAH shall receive as her sole and separate property, free of all claims of David, the following:

- (1) 2012 Scion;
- (2) Any and all furniture and furnishings in her possession;
- (3) Her interest in his Nevada PERS pursuant to *Gemma v. Gemma*;
- (4) All bank accounts in her name;

David shall receive as his sole and separate property, free of all claims of Sarah, the following:

- (1) 2015 Dodge Challenger;
- (2) Any and all furniture and furnishings in his possession;
- (3) His interest in his Nevada PERS pursuant to *Gemma v. Gemma*;
- (4) All bank accounts in his name;

2. David shall receive \$5,000 from the approximate \$54,868.45 in proceeds of the marital home and Sarah shall receive the remainder. Of the remainder of the sale proceeds, \$22,434.22 shall be as and for lump sum non-modifiable alimony. The parties agree that the alimony amount shall be tax deductible to David and taxed as income to Sarah.

3. David shall pay \$1,886.00 per month for child support effective April 1, 2018. David Shall also pay \$13,000 in constructive child support arrears. The arrears shall be payable in monthly payments of \$270.00 for 48 months commencing April 1, 2018.

4. The parties dog shall travel with the children between homes once Sarah has her own home. If either party no longer wants the dog there is a "free" right of first refusal to the other party.

5. Each party shall be responsible for their separate debt including the debt on their respective vehicles and any and all credit card debt.

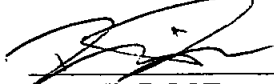
6. The parties shall follow and be subject to Department I's Behavior Order.

7. Sarah is waiving her community waste claim.

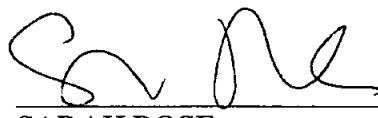
8. Each party shall be responsible for their own respective attorney's fees.

9. Each party acknowledges that they have been represented by counsel in the negotiation and preparation of this agreement, and voluntarily enters the agreement with full understanding of its terms. This agreement may be executed in counterparts.

AFFIRMED AND AGREED

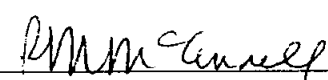


DAVID ROSE
Dated: 3-23-18

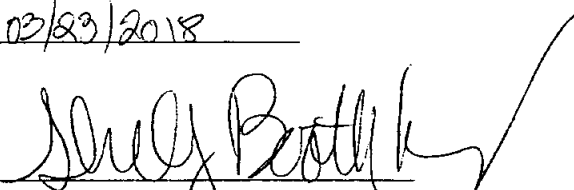


SARAH ROSE
Dated: 03/23/2018

Approved as to Form and Content:



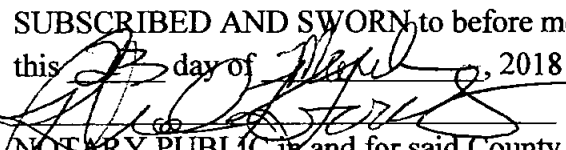
REGINA M. McConnell, ESQ.
Counsel for David Rose



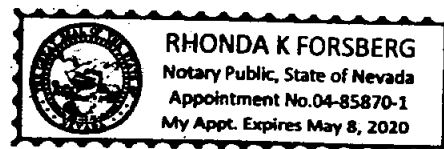
SHELLY BOOTH COOLEY, ESQ.
Counsel for Sarah Rose

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

DAVID ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

SUBSCRIBED AND SWORN to before me
this 23 day of March, 2018


NOTARY PUBLIC in and for said County and State



SARAH ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

SUBSCRIBED AND SWORN to before me

this 23 day of April, 2018.

Rhonda K Forsberg
NOTARY PUBLIC in and for said County and State



Exhibit “C”

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

Plaintiff,
vs.

Case No: _____
Dept No: I

Defendant.

BEHAVIOR ORDER

The parties are hereby ORDERED to do, or not to do the following, as stated in this Order:

1. No abusive contact (foul language, name calling, etc.) including telephone calls, voicemails, letters, email, texts, all forms of social media, etc., to the other party or to the child(ren).
2. Avoid any unnecessary contact with the other party's "significant other" and friends not in common with you and do not initiate conflicts with them.
3. No unnecessary contact with other people associated with or to the other party for purposes of discussing court proceedings or making negative/disparaging allegations against the other party (this includes all forms of social media).

1 4. You will advise all of your friends, relatives and "significant other" not
2
3 to disparage, criticize or harass the other party, and that co-parenting requires
4 facilitating a positive relationship with the other party; that you could have your
5 parenting time limited if you are unable to stop their negative behavior, and that
6 you may be sanctioned if the Court finds that you are knowingly allowing them
7 to violate the Behavior Order.
8

9 5. No harassment at the other party's place(s) of employment, including
10 contacting the employer to make negative or disparaging allegations; or to send
11 or drop off evidence as it relates to these court proceedings that appears
12 reasonably designed to put them, or likely to put them in a bad light or to get
13 them fired, or to have them suffer negative consequences as a result.
14

15 6. No providing copies of unsolicited documents (personal letters, court
16 pleadings, emails, texts, etc.) to anyone associated with a party (significant
17 others, family members, neighbors, employers, etc.) for the intended purpose of
18 shedding the other party in a negative light.
19

20 7. Neither party shall post, nor shall you allow significant others or family
21 members on social media to post, including, but not limited to, FaceBook,
22 Twitter, YouTube, Instagram, LinkedIn, Tumblr, and Google+, any negative or
23 disparaging allegation against or negative image of the other party or anyone
24 associated with the other party.
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1 8. Pursuant to EDCR 5.301, you will not discuss any of the court issues or
2
3 proceedings with the minor children; this includes showing them any part of the
4 pleadings or attachments/exhibits (including audio and video) thereto; you will
5 take every precaution to secure copies of pleadings safely away from the eyes of
6 the children at all times. This means all evidence of litigation generated *on your*
7 *side* and from the other party's side.
8

9 9. Neither party shall interrogate the child(ren) as to the activities or
10 events at the other parent's residence, etc., and shall try to respect and not
11 interfere with the child(ren)'s privacy and relationship with the other parent; do
12 not place your child(ren) in a loyalty bind between yourself and the other parent;
13 your child(ren) need to be able to love both of you freely in both of your homes
14 for healthy child development.
15

16 10. Neither party shall interfere with the other party's contact with the
17 minor children, including but not limited to telephone, email, social networking
18 contacts, etc.; where telephone/video conferencing is part of your parent contact
19 you may not take a smart phone or iPad from a child as a means of discipline
20 when a child uses this technology to contact the non-residential parent. You must
21 maintain a device accessible to the child(ren) charged or with accessible charger
22 at all times, absent a Court Order otherwise.
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1 11. Neither party shall threaten to commit or actually commit an act of
2 violence upon the other party, upon the child(ren) in common of the parties, upon
3 child(ren) not in common of a party, or upon the significant other, friend,
4 relative, employer, employee, neighbor, etc. of a party.
5

6 12. Child custody exchanges, visitations, etc., shall be done in a civil, law
7 abiding manner and reasonably close to the times specified by the Court. In the
8 event of an emergency or unforeseen circumstance that could affect an exchange
9 of the child or the time of the exchange, a party shall call or contact the other
10 party as soon as is reasonably possible.
11

12 13. In the event of an emergency or unforeseen circumstance that could
13 affect an exchange of the child or the time of the exchange, the party
14 experiencing the emergency shall contact the other party as soon as reasonably
15 possible.
16

17 14. There shall be no spoliation, destruction, alteration or modification of
18 electronic evidence such as emails, texts, social media of all forms, or voicemails,
19 audio recordings, video recordings, or phones, iPads, etc., with any information
20 that either party or the Court may deem relevant to the current court proceedings.
21

22 15. There shall be no invasion of the electronic devices, email accounts,
23 social media accounts, separate bank accounts, safe deposit boxes, separate
24 residences or separate vehicles, etc. of the other party.
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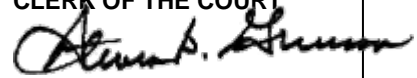
16. Except as modified herein, all other court orders remain in full force and effect.

POSSIBLE SANCTIONS

The parties are HEREBY PUT ON NOTICE THAT EACH AND EVERY VIOLATION of this order, if admitted to, or if found after evidentiary hearing to have committed an act that violates this Order, may result in the party being held in contempt of court pursuant to NRS Ch. 22, which could result in a fine of \$500.00 and/or up to 25 days in jail and/or attorneys fees for EACH VIOLATION.

DATED this _____ day of _____, 20____.

CHERYL B. MOSS
DISTRICT COURT JUDGE
FAMILY DIVISION DEPT. I



MOT

REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
McCONNELL LAW, LTD.
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
E-mail: Regina@MLVegas.com
Attorney for Plaintiff, David Rose

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO: D-17-547250-D

DEPT NO: I

Date of Hearing: 07/23/2018

Time of Hearing: 10:30 am

ORAL ARGUMENT REQUESTED: YES

**MOTION TO SET ASIDE THE PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE
DECREE OF DIVORCE BASED UPON MISTAKE**

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

COMES NOW, Plaintiff, DAVID ROSE, by and through his attorney of record, REGINA M. McCONNELL, ESQ., of McCONNELL LAW, LTD., and hereby files this Motion to Set Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce Based Upon Mistake. Plaintiff seeks the following relief: 1) that the Court grants Plaintiff's motion in its entirety and order the survivor beneficiary language be removed from the Decree of Divorce based upon mistake; 2) that Plaintiff be awarded attorney's fees; and 3) any and all additional relief the Court deems necessary.

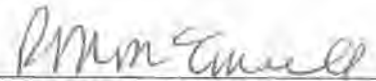
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1 This Motion is based on all pleadings, exhibits, points, and authorities, Affidavit of DAVID
2 ROSE and any arguments at the time of said hearing.

3 DATED this 25th day of April, 2018.

4 McCONNELL LAW, LTD.

5
6 
7 REGINA M. McCONNELL, ESQ.
8 Nevada Bar No. 8029
9 9017 S. Pecos Road, Suite 4445
10 Henderson, Nevada 89074
11 *Attorneys for Plaintiff*

12 NOTICE OF MOTION

13 TO: SARAH ROSE, Defendant; and

14 TO: SHELLY BOOTH COOLEY, ESQ., her Attorney.

15 YOU WILL PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing
16 Motion on for hearing on the 23 day of July, 2018, at the hour of 10:30 o'clock a m. in
17 Dept. I of the Family Court Division of District Court, which is located at 601 N. Pecos Road, Las
18 Vegas, Nevada or as soon thereafter as Counsel may be heard.

19 DATED this 25th day of April, 2018.

20 McCONNELL LAW, LTD.

21
22 
23 REGINA M. McCONNELL, ESQ.
24 Nevada Bar No. 8029
25 9017 S. Pecos Road, Suite 4445
26 Henderson, Nevada 89074
27 *Attorneys for Plaintiff*

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

Plaintiff ("David") and Defendant ("Sarah") were ordered to attend mediation with an attorney settlement master on November 1, 2017 at the Case Management Conference. As a result, the parties attended mediation with Rhonda K. Forsberg on March 23, 2018 and the parties reached an agreement. At the outset of the mediation, when all parties were sitting together, Ms. Forsberg discussed how the process would work and the issues that would be addressed to try to get the case settled. The parties both actively participated in the mediation and it and the parties agreed that David's Nevada PERS pension would be divided per Gemma, that David would pay Sarah a lump sum payment from his share of the house proceeds as taxable alimony and they agreed upon child support arrears. Defendant's counsel began working on a Decree during the mediation but unfortunately, her computer ran out of battery. As such, a Memorandum of Understanding ("Memorandum") was drafted setting forth the full terms of the agreement. (See Memorandum of Understanding, Exhibit 1, attached to Plaintiff's Appendix of Exhibits.) The Memorandum, which was attached to the Decree, did not specify that Sarah would receive any survivor benefits from David's pension because David did not agree to any such term. Further, there was no agreement that David would be solely responsible for the children's healthcare premiums. After leaving the mediation, Sarah's counsel was able to get to a computer locally (near the mediator's office) so as to get the Decree finalized and signed. Unfortunately, upon a later reading of the Decree, it came to undersigned counsel's attention that Sarah had included an award of the PERS survivor benefit option, even though it was never agreed upon. To this end, the Decree has indicated that David will be responsible for providing insurance for the children, without giving him the benefit of the cost, which was not in the Memorandum. Further, the Decree states that David is awarded one-half of the community portion of his LVMPD pension pursuant to Gemma v Gemma and Fondi v Fondi and

1 based upon a selection of Option 2 being made at the time of retirement so as to name Sarah as the
2 irrevocable survivor beneficiary. This was not included in the Memorandum because it was not
3 agreed upon by the parties at the time of the mediation. Therefore, David requests that this
4 paragraph be set aside as it was not agreed upon and it was mistakenly included and not noticed
5 upon signing.

6 IL. LEGAL ARGUMENT

7 A. THE DECREE MUST BE SET ASIDE BASED UPON MISTAKE BECAUSE THE PARTIES 8 DID NOT AGREE

9
10 As discussed above, the agreements that were made at the mediation were reflected in a fully
11 signed and notarized Memorandum but were not correctly reflected in the Decree of Divorce. The
12 Decree was signed by mistake according to NRCP 60 (b) which states in pertinent part as follows:

13 **NRCP 60 (b) Mistakes; Inadvertence; Excusable Neglect; Newly**
14 **Discovered Evidence; Fraud, Etc.** On motion and upon such terms as are
15 just, the court may relieve a party or a party's legal representative from a
16 final judgment, order, or proceeding, for the following reasons: (1)
17 mistake, inadvertence, surprise, or excusable neglect; (2) newly
18 discovered evidence which by due diligence could not have been
19 discovered in time to move for a new trial under Rule 59(b); (3) fraud
20 (whether, heretofore denominated intrinsic or extrinsic),
21 misrepresentation or other misconduct of an adverse party; (4) the
22 judgment is void; or, (5) the judgment has been satisfied, released, or
23 discharged, or a prior judgment upon which it is based has been reversed
24 or otherwise vacated, or it is no longer equitable that an injunction should
25 have prospective application. The motion shall be made within a
26 reasonable time, and for reasons (1), (2), and (3) not more than 6 months
27 after the proceeding was taken or **the date that written notice of entry of**
28 **the judgment or order was served.** A motion under this subdivision (b)
does not affect finality of a judgment or suspend its operation. This rule
does not limit the power of a court to entertain an independent action to
relieve a party from a judgment, order, or proceeding, or to set aside a
judgment for fraud upon the court. Writs of coram nobis, coram vobis,
audita querela, and bills of review and bills in the nature of a bill of
review, are abolished, and the procedure for obtaining any relief from a
judgment shall be by motion as prescribed in these rules or by an
independent action. (Emphasis added).

1 As this court is aware, the Nevada Supreme Court in *Carlson v. Carlson*, 108 Nev. 358, 832 P.2d
2 380 (1992); which noted that the purpose of Rule 60 (b) was to redress any injustices that may have
3 resulted because of excusable neglect or the wrongs of an opposing party, and should be liberally
4 construed to do so, citing to *Nevada Indus. Dev. v. Benedetti*, 103 Nev. 360, 741 P.2d 802 (1987). *Lesley v.*
5 *Lesley*, 113 Nev. 727, 941 P.2d 451 (1997), the Nevada court reiterated that under NRCP 60(b), the
6 district court has "wide discretion in deciding whether to grant or deny a motion to set aside a
7 judgment," but added that "this legal discretion cannot be sustained where there is no competent
8 evidence to justify the court's action." The factors to be applied by the court in an NRCP 60(b)(1)
9 motion are "whether the movant: (1) promptly applied to remove the judgment; (2) lacked intent to
10 delay the proceedings; (3) demonstrated good faith; (4) lacked knowledge of procedural
11 requirements; and (5) tendered a meritorious defense to the claim for relief." *Id.* at 732, citing to
12 *Bauwens v. Evans*, 109 Nev. 537, 853 P.2d 121 (1993).

13
14
15 The Court announced that when it reviewed district court decisions on NRCP 60(b) motions, it
16 also examined whether the case "should be tried on the merits for policy reasons," *Id.* at 734 citing to
17 *Kahn v. Orme*, 108 Nev. 510, 835 P.2d 790 (1992). The Court expanded on that holding, stating that:
18 "This court has held that Nevada has a basic underlying policy that cases should be decided on the
19 merits. . . . Our policy is heightened in cases involving domestic relations matters," *Id.* at 734 to citing
20 *Hotel Last Frontier Corp. v. Frontier Properties, Inc.*, 79 Nev. 150, 380 P.2d 293 (1963), and *Price v. Dunn*,
21 106 Nev. 100, 787 (1990).

22
23 The Decree of Divorce that was entered by this Court warrants a set aside only as it relates to
24 the particular portion regarding the award of David's survivor benefit to Sarah. As stated above, the
25 terms of the parties' agreement at mediation were put in writing in the Memorandum and signed by
26 the parties. Sarah knew that the parties did not agree that she was to receive his survivor benefits and
27 she is only basing it on the fact that he had indicated that he wanted his children taken care of in the
28

1 future - this does not translate into giving her any survivor benefits. In total disregard of what was
2 agreed upon and set forth in the Memorandum, the Decree awarded Sarah David's survivor benefits.

3 Unfortunately, when reviewing the Decree, counsel inadvertently did not see that the option
4 for survivor benefits was listed and awarded to Sarah. Further, David believed, and had no reason
5 not to believe, that the Decree was going to mirror the Memorandum, since that is what the parties
6 agreed to at the mediation. He would not have signed the Decree, had he realized the survivor
7 benefits were now being awarded to Sarah. This is a "bait and switch" because the intent as set forth
8 in the Memorandum was that there was no award of survivor benefits. However, that was stripped
9 away during the drafting of the Decree; which sadly, and by mistake, David had missed. In Nevada,
10 unless the parties specifically agree to an award of survivor benefits, it is not considered a part of the
11 pension. In the case at hand, David did not specifically agree to the award of survivor benefits and it
12 was mistakenly placed in the Decree in complete disregard to the terms agreed upon and set forth in
13 the Memorandum.
14

15
16 David's request is certainly timely made to this court. David believed that the parties were still
17 under the considerations of mediation, again, under the intent of waiving the survivor benefit option.
18 It seems rather questionable that Defendant's attorney would disregard the agreements made, then
19 enter into an agreement with the decisions dismissed.
20

21 **B. DAVID SHOULD BE AWARDED ATTORNEY'S FEES FOR HAVING TO BRING THIS**
22 **MOTION**

23 David respectfully requests an award of attorney's fees for having to bring this motion. To
24 this end, NRS 18.010 states in pertinent part:

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

27 (a) When he has not recovered more than \$20,000; or
28

1 (b) Without regard to the recovery sought, when the court find that the
2 claim, counterclaim, cross-claim or third party complaint or defense of the
3 opposing party was brought without reasonable ground or to harass the
4 prevailing party.

5 Further, in *Halbrook v Halbrook*, 114 Nev. 1455, 971 P.2d 1262 (1998), the Nevada Supreme
6 Court held that the power of the court to award attorney fees in divorce actions remain parts of the
7 continuing jurisdiction of the court in appropriate post-judgment motions relating to support and
8 child custody. Moreover, in *Love v Love*, 114 Nev. 572, 959 P.2d 523 (1998), the court reaffirmed NRS
9 18.010(2)(b) and NRS 125.150(3), holding that the district court can award fees in a post-judgment
10 motion in a divorce case, citing with approval *Leeming v Leeming*, 87 Nev. 530, 490 P.2d 342 (1971);
11 *Korbel v Korbel*, 101 Nev. 140, 696 P2d 993 (1985); *Fletcher v Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973).

12 Finally, David respectfully requests the Court award him attorney's fees and costs incurred in
13 having to file this motion. Sarah knows that David did not agree to give her any survivor benefits to
14 his pension and it was not included in the Memorandum, but she refused to agree to make the
15 change. Under *Brunzell v Golden Gate National Bank*, 85 Nev. 345 (1969), the Court should take into
16 consideration the following factors when determining an award of attorney's fees: (1) the qualities of
17 the advocate, (2) the character and difficulty of the work performed; (3) the work actually performed
18 by the attorney; and (4) the result obtained. The undersigned has been practicing law over fifteen
19 years, with approximately 95% of her practice dedicated to all aspects of family law for over ten years.
20 The character and difficulty of the work performed in this matter is moderate, with the main issues
21 being Sarah's actions in including language in the Decree awarding her survivor benefits to David's
22 pension when it was not agreed upon nor included in the Memorandum because it was not agreed
23 upon between the parties. To date, the work performed on this matter includes researching the issue
24 of survivor benefits when not agreed upon, trying to resolve the issue, reviewing e-mails, drafting the
25 Motion and conversations with the client regarding the motion. Counsel will provide an Affidavit of
26 Fees upon request by the Court, following the hearing.
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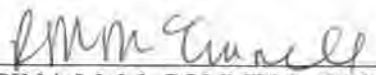
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III. CONCLUSION

WHEREFORE, based upon the foregoing, David requests that this Court grant his Motion in its entirety and order that the paragraph awarding Sarah any survivor benefits to David's pension be removed and that she not be awarded any benefits from his pension. Finally, David requests that he be awarded his attorney's fees in having to file this Motion.

DATED this 25th day of April, 2018.

McCONNELL LAW, LTD.


REGINA M. McCONNELL, ESQ.
Nevada Bar No. 8029
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
E-mail: Regina@MLVegas.com
Attorneys for Plaintiff

DECLARATION OF DAVID ROSE

I, DAVID ROSE, declare under penalty of perjury that the following statements are true and correct:

1. That I am the Plaintiff in the above-entitled matter.
2. That I have read the above and foregoing Motion and know the contents thereof and that the same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.
3. That I attended mediation and the agreed upon terms were set forth in a Memorandum of Understanding.
4. That I never agreed to give Sarah any portion of my survivor benefits from my pension.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 25 day of April, 2018.


DAVID ROSE

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DAVID ROSE
Plaintiff/Petitioner

vs.

SARAH ROSE
Defendant/Respondent

Case No. D-17-547250-D

Dept. I

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-
☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
☒ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on 4/11/2018.
☐ Other Excluded Motion (must specify) _____.

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

- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-
☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-
☐ **\$57** The Motion/Opposition being filed with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

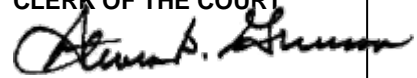
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: Plaintiff Date April 25, 2018

Signature of Party or Preparer *pmcneill*

APPX0197



EXHS

REGINA M. McCONNELL, ESQ.
Nevada State Bar No. 8029
McCONNELL LAW, LTD.
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
E-mail: Regina@MLVegas.com
Attorney for Plaintiff, David Rose

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO: D-17-547250-D

DEPT NO: I

**APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION TO SET ASIDE THE
PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE DECREE OF DIVORCE BASED
UPON MISTAKE**

COMES NOW, Plaintiff, DAVID ROSE, by and through his attorney of record, Regina M. McConnell, Esq. of McConnell Law, Ltd. and respectfully submits his Appendix of Exhibits to his Motion to Set Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce Based Upon Mistake.

Exhibit No	Description	Bates No
1	Memorandum of Understanding	PLA 001 - PLA 003

/ / /

/ / /

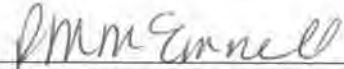
/ / /

/ / /

1 This Appendix is filed pursuant to EDCR 5.205(d).

2 DATED this 25th day of April, 2018.

3 MCCONNELL LAW, LTD.

4 

5 REGINA M. MCCONNELL, ESQ.

6 Nevada Bar No. 8029

7 9017 S. Pecos Road, Suite 4445

8 Henderson, Nevada 89074

9 *Attorney for Plaintiff, David Rose*

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

The parties, David Rose ("David") and Sarah Rose ("Sarah"), have met in mediation to resolve certain disputes and entered into an agreement in case Number D-17-547250-D in Dept. I of the Eighth Judicial District Court, Clark County, Nevada, on March 23, 2018. By this memorandum, the parties desire to memorialize their agreement resolving all issues in the above referenced case. The memorandum addresses the material terms of the agreement, and is intended to bind the parties to those terms. The parties agree, however, that counsel for Sarah shall draft a final formal agreement incorporating the terms herein. That agreement shall be ratified by the Court, but shall not merge and shall retain its separate nature as a contract.

1. The parties agree to the following:

SARAH shall receive as her sole and separate property, free of all claims of David, the following:

- (1) 2012 Scion;
- (2) Any and all furniture and furnishings in her possession;
- (3) Her interest in his Nevada PERS pursuant to *Gemma v. Gemma*;
- (4) All bank accounts in her name;

David shall receive as his sole and separate property, free of all claims of Sarah, the following:

- (1) 2015 Dodge Challenger;
- (2) Any and all furniture and furnishings in his possession;
- (3) His interest in his Nevada PERS pursuant to *Gemma v. Gemma*;
- (4) All bank accounts in his name;

2. David shall receive \$5,000 from the approximate \$54,868.45 in proceeds of the marital home and Sarah shall receive the remainder. Of the remainder of the sale proceeds, \$22,434.22 shall be as and for lump sum non-modifiable alimony. The parties agree that the alimony amount shall be tax deductible to David and taxed as income to Sarah.

3. David shall pay \$1,886.00 per month for child support effective April 1, 2018. David Shall also pay \$13,000 in constructive child support arrears. The arrears shall be payable in monthly payments of \$270.00 for 48 months commencing April 1, 2018.

4. The parties dog shall travel with the children between homes once Sarah has her own home. If either party no longer wants the dog there is a "free" right of first refusal to the other party.

5. Each party shall be responsible for their separate debt including the debt on their respective vehicles and any and all credit card debt.

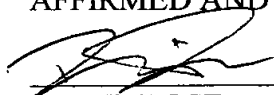
6. The parties shall follow and be subject to Department I's Behavior Order.

7. Sarah is waiving her community waste claim.

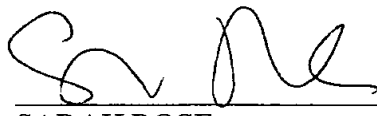
8. Each party shall be responsible for their own respective attorney's fees.

9. Each party acknowledges that they have been represented by counsel in the negotiation and preparation of this agreement, and voluntarily enters the agreement with full understanding of its terms. This agreement may be executed in counterparts.

AFFIRMED AND AGREED




DAVID ROSE
Dated: 3-23-18




SARAH ROSE
Dated: 03/23/2018

Approved as to Form and Content:



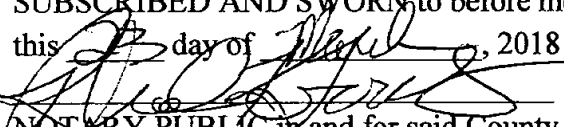
REGINA M. McConnell, ESQ.
Counsel for David Rose



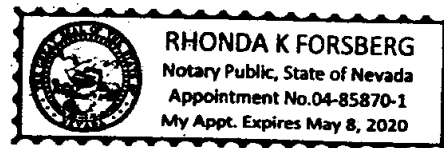
SHELLY BOOTH COOLEY, ESQ.
Counsel for Sarah Rose

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

DAVID ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

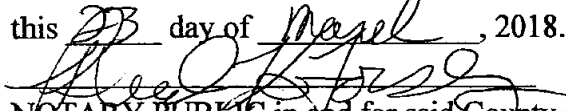
SUBSCRIBED AND SWORN to before me
this 23 day of March, 2018


NOTARY PUBLIC in and for said County and State

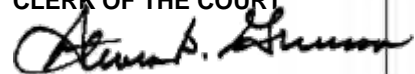


SARAH ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

SUBSCRIBED AND SWORN to before me
this 23 day of April, 2018.


NOTARY PUBLIC in and for said County and State





COS
REGINA M. McCONNELL, ESQ.
Nevada Bar No. 8029
MCCONNELL LAW, LTD.
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Telephone: (702) 487-3100
Regina@MLVegas.com
Attorneys for Plaintiff, David Rose

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA


DAVID ROSE,
Plaintiff,
vs.
SARAH ROSE,
Defendant.

CASE NO: D-17-547250-D
DEPT NO: I

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on 26th day of April, 2018, a true and correct copy of the PLAINTIFF'S MOTION TO SET ASIDE THE PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE DECREE OF DIVORCE BASED UPON MISTAKE and PLAINTIFF'S APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION TO SET SIDE THE PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE DECREE OF DIVORCE BASED UPON MISTAKE, was served by electronic mail, pursuant to Clark County District Court Administrative Order 14-2 as identified in Rule 9 of the NEFCR, and addressed to the following:

Shelly Booth Cooley, Esq.
THE COOLEY LAW FIRM
E-mail: Scooley@cooleylawlv.com
Attorney for Defendant


An employee of
MCCONNELL LAW, LTD.

APPX0204

Regina McConnell

From: efilimgmail@tylerhost.net
Sent: Thursday, April 26, 2018 8:29 AM
To: Regina McConnell
Subject: Notification of Service for Case: D-17-547250-D, David Rose, Plaintiffvs.Sarah Rose, Defendant. for filing Motion - MOT (FAM), Envelope Number: 2475228



Notification of Service

Case Number: D-17-547250-D
Case Style: David Rose, Plaintiffvs.Sarah Rose, Defendant.
Envelope Number: 2475228

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	D-17-547250-D
Case Style	David Rose, Plaintiffvs.Sarah Rose, Defendant.
Date/Time Submitted	4/25/2018 7:25 PM PST
Filing Type	Motion - MOT (FAM)
Filing Description	Motion to Set Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce Based upon Mistake
Filed By	Regina McConnell
Service Contacts	Other Service Contacts not associated with a party on the case: "Regina M. McConnell, Esq." . (Regina@MLVegas.com) Shelly Booth Cooley . (scooley@cooleylawlv.com)

Document Details	
Served Document	Download Document
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Regina McConnell

From: efilimgmail@tylerhost.net
Sent: Thursday, April 26, 2018 8:29 AM
To: Regina McConnell
Subject: Notification of Service for Case: D-17-547250-D, David Rose, Plaintiffvs.Sarah Rose, Defendant, for filing Exhibits - EXHS (FAM), Envelope Number: 2475228



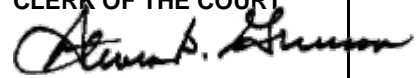
Notification of Service

Case Number: D-17-547250-D
Case Style: David Rose, Plaintiffvs.Sarah Rose, Defendant.
Envelope Number: 2475228

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	D-17-547250-D
Case Style	David Rose, Plaintiffvs.Sarah Rose, Defendant.
Date/Time Submitted	4/25/2018 7:25 PM PST
Filing Type	Exhibits - EXHS (FAM)
Filing Description	Appendix of Exhibits in Support of Plaintiff's Motion to Set Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce Based upon Mistake
Filed By	Regina McConnell
Service Contacts	Other Service Contacts not associated with a party on the case: "Regina M. McConnell, Esq.".. (Regina@MLVegas.com) Shelly Booth Cooley . (scooley@cooleylawlv.com)

Document Details	
Served Document	Download Document
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THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Defendant,
SARAH JANEEN ROSE

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

DAVID JOHN ROSE,
Plaintiff,

vs.

SARAH JANEEN ROSE,
Defendant.

Case No. D-17-547250-D
Dept No. I

Date of Hearing: 07/23/2018
Time of Hearing: 10:30 a.m.

**DEFENDANT'S OPPOSITION TO MOTION TO SET ASIDE THE
PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE
DECREE OF DIVORCE BASED ON MISTAKE
AND
COUNTER-MOTION FOR ATTORNEYS' FEES AND COSTS**

DATE OF HEARING: 07/23/2018
TIME OF HEARING: 10:30 a.m.
ORAL ARGUMENT REQUESTED: YES

Defendant, SARAH JANEEN ROSE, by and through her attorney of record, Shelly Booth Cooley, and The Cooley Law Firm, hereby files her Opposition to Motion to Set Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce Based on Mistake and Counter-motion for Attorneys' Fees and Costs. By this Opposition and Counter-Motion, SARAH JANEEN ROSE seeks the following specific relief:

1. That this Court deny DAVID JOHN ROSE's Motion in its entirety;

1 2. For an award of attorneys' fees and costs; and,

2 3. For such additional relief as the Court deems appropriate.

3 This Opposition and Counter-Motion is made and based upon the
4 attached Points and Authorities and Exhibits, the supporting Short Form
5 Declaration of SARAH JANEEN ROSE, the papers and pleadings on file
6 herein, and any oral argument and evidence to be adduced at the hearing
7 of this matter.

8 Dated this 10 day of May, 2018.

9 THE COOLEY LAW FIRM

10
11 By: /s/ Shelly Booth Cooley
12 Shelly Booth Cooley
13 Nevada Bar No. 8992
14 10161 Park Run Drive, Suite 150
15 Las Vegas, Nevada 89145
16 Attorney for Defendant,
17 SARAH JANEEN ROSE
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. FACTUAL BACKGROUND:**

3 This matter commenced when David filed his Complaint for divorce
4 on or about February 22, 2017. Sarah filed her Answer and Counterclaim
5 for Divorce on or about September 26, 2017. There are three (3) minor
6 children born the issue of the marriage, twins, David James Rose and
7 Carson David Rose, date of birth: 04/12/2007, age 11, and Lily Paige Rose,
8 date of birth: 05/24/2011, age 6.

9 On or about October 30, 2017, the Stipulated Parenting Agreement
10 was filed, resolving Parent-Child Issues (EDCR 5.204). It is worthy to note
11 that David has not kept the children over night on any school nights since
12 August 14, 2017 – David has had them for only a few nights during school
13 breaks and holidays. Sarah continues to have them every night
14 throughout the week.

15 The parties attended the Case Management Conference on or about
16 November 1, 2017. This Court advised that child support should be set
17 retroactively, effective March 1, 2017. Additionally, given the fact that
18 Sarah was a stay at home mother prior to her employment as a
19 receptionist with Doral Academy - Pebble Campus as of August, 2017, it
20 would be inclined to award Sarah rehabilitative alimony. Additionally,
21 the parties agreed to participate in a settlement conference with Rhonda
22 K. Forsberg.

23 On or about March 23, 2018, after approximately six (6) hours of
24 settlement negotiations, a Global Settlement was reached resolving the
25 entire matter. During the settlement negotiations, Ms. Cooley began
26 working on a draft Stipulated Decree of Divorce, in the event of resolution
27 of all issues. Fortunately, the matter resolved. Unfortunately, Ms. Cooley
28 neglected to bring her charger to the settlement conference and was

1 unable to incorporate the final terms into the Decree as her computer
2 battery died. So as to memorialize the basic terms of the settlement, Ms.
3 Forsberg prepared a Memorandum of Understanding, a copy of which is
4 attached to the Decree of Divorce as Exhibit "B."

5 Thereafter, Ms. Cooley was able to utilize a colleague's computer at
6 Pecos Law Group, located near Ms. Forsberg's (and Ms. McConnell's) office
7 to finish drafting the Decree. While Ms. Cooley was drafting the Decree,
8 Ms. McConnell and David arrived at Pecos Law Group. As Ms. Cooley was
9 drafting and finalizing the final terms of the Decree, Ms. McConnell was
10 standing behind Ms. Cooley, reviewing the Decree, suggesting terms,
11 wording, etc. In fact, Ms. Cooley and Ms. McConnell reviewed the entire
12 document several times before the Decree was printed so that the parties
13 could sign. Once the Decree was printed, Ms. McConnell reviewed the
14 Decree with David, prior to signing said Decree. Thereafter, Sarah, David
15 and their respective attorneys duly executed the Stipulated Decree of
16 Divorce, which was filed on or about April 11, 2018.

17 **II. LEGAL ARGUMENT:**

18 **A. David's Motion Should Be Denied:**

19 **1. David Should be Held to the Terms of the**
20 **Stipulated Decree of Divorce filed 04/11/2018:**

21 Pursuant to the Stipulated Decree of Divorce filed 04/11/2018, which
22 was signed by the parties and counsel on or about March 23, 2018, the
23 parties settled their all issues relative to their divorce. David's and
24 Sarah's signatures appear on their signature blocks, Ms. Cooley's and Ms.
25 McConnell's signatures appear on their respective signature blocks,
26 authenticating assent to the Stipulated Decree of Divorce.

27 EDCR 7.50 provides, "No agreement or stipulation between the
28 parties or their attorneys will be effective unless the same shall, by

1 consent, be entered in the minutes in the form of an order, or unless the
2 same is in writing subscribed by the party against whom the same shall
3 be alleged, or by the party's attorney." The Agreement complies with the
4 terms of EDCR 7.50 as the agreement is in writing signed by David and
5 Sarah, as well as their respective attorneys. Sarah and David entered
6 into a contract (the Stipulated Decree of Divorce), which is subject to
7 general principles of contract law. As stated herein above, the Stipulated
8 Decree of Divorce complies with the procedural requirements of EDCR
9 7.50.

10 In addition to satisfying this requirement, a stipulated settlement
11 agreement requires mutual assent or a meeting of the minds on the
12 contracts essential terms. The Stipulated Decree of Divorce provides:

13 **Q. ENTIRE AGREEMENT**

14 IT IS STIPULATED AND THEREFORE ORDERED,
15 ADJUDGED, AND DECREED that DAVID JOHN ROSE and
16 SARAH JANEEN ROSE expressly agree that this Decree of
17 Divorce constitutes a just and equal distribution of the
18 community assets and liabilities as they are known today and
19 amply addresses the contingencies should there exist assets
20 omitted herefrom. DAVID JOHN ROSE and SARAH JANEEN
21 ROSE further expressly agree that this Decree of Divorce
22 contains the entire agreement of the parties on these matters,
superseding any previous agreement between them. No other
agreement, statement, or promise made on or before the
effective date of this Decree of Divorce by or to either party or
his or her agent or representative will be binding on the
parties unless (a) made in writing and signed by both parties,
or (b) contained in an order of a Court of competent
jurisdiction.

23 See Stipulated Decree of Divorce filed 04/11/2018 at 38:12-39:3. The
24 parties "expressly" agreed that the terms provided for in the Stipulated
25 Decree of Divorce "constitutes a just and equal distribution of the
26 community assets and liabilities as they are known today and amply
27 addresses the contingencies should there exist assets omitted herefrom."

28 Id. at 38:17-21. The parties "further expressly agree that this Decree of

1 Divorce contains the entire agreement of the parties on these matters,
2 *superseding* any previous agreement between them.” (Emphasis added.)
3 Id. at 38:22-25. Thus, by the very terms of the Decree, the Stipulated
4 Decree of Divorce supercedes the Memorandum of Understanding
5 prepared by Ms. Forsberg.

6 Thus, the parties agreed to the terms contained in the Stipulated
7 Divorce of Divorce filed 04/11/2018. Lastly, the terms of the Stipulated
8 Divorce of Divorce filed 04/11/2018, contain material terms that are
9 sufficiently certain and definite for the Court to ascertain what is required
10 of the respective parties and to compel compliance, if necessary.
11 Accordingly, pursuant to Grisham v. Grisham, 128 Nev. Adv. Op. 60
12 (December 6, 2012), the Stipulated Divorce of Divorce filed 04/11/2018, is
13 a valid, binding contract, which should be enforced by the Court.

14 The Nevada Supreme Court further recognized that settlement
15 agreements are contracts and that their enforcement is governed by the
16 principles of contract. May v. Anderson, 26 121 Nev. 668, 672, 119 P.3d
17 1254, 1257 (Nev. 2005). An enforceable contract requires an offer and
18 acceptance, meeting of the minds and consideration. See id. (Citing Keddie
19 v. Beneficial Insurance, Inc., 94 Nev. 418, 421, 580 P.2d 955, 956 (Nev.
20 1978)). When the parties have agreed on the essential terms of a
21 settlement, an enforceable settlement agreement exists. May, 121 Nev. at
22 674. Furthermore, every agreement contains an implied covenant of good
23 faith and fair dealing. Frantz v. Johnson, 116 Nev. 455, 465 n. 4, 999 P.2d
24 351, 358 n. 4 (Nev. 2000).

25 In this case, the Stipulated Decree of Divorce is an enforceable
26 contract. As the Stipulated Decree of Divorce demonstrates, the parties
27 entered into a binding agreement, pursuant to EDCR 7.50. Sarah

28 . . .

1 respectfully requests that the District Court enforce the terms of the
2 Stipulated Decree of Divorce.

3 **2. The Stipulated Decree of Divorce Should Not be Set**
4 **Aside:**

5 Sarah respectfully requests that David's request to set aside the
6 portion of the Decree awarding David's survivor benefit to Sarah be
7 denied. Nevada Rules of Civil Procedure Rules 60(b), provides as follows:

8 **RULE 60. RELIEF FROM JUDGMENT OR ORDER**

9 (b) *Mistakes; Inadvertence; Excusable Neglect; Newly*
10 *Discovered Evidence; Fraud, Etc.* On motion and upon such
11 terms as are just, the court may relieve a party or a party's
12 legal representative from a final judgment, order, or
13 proceeding for the following reasons: (1) mistake, inadvertence,
14 surprise, or excusable neglect; (2) newly discovered evidence
15 which by due diligence could not have been discovered in time
16 to move for a new trial under Rule 59(b); (3) fraud (whether
17 heretofore denominated intrinsic or extrinsic),
18 misrepresentation or other misconduct of an adverse party; (4)
19 the judgment is void; or, (5) the judgment has been satisfied,
20 released, or discharged, or a prior judgment upon which it is
21 based has been reversed or otherwise vacated, or it is no longer
22 equitable that an injunction should have prospective
23 application. The motion shall be made within a reasonable
24 time, and for reasons (1), (2), and (3) not more than 6 months
25 after the proceeding was taken or the date that written notice
26 of entry of the judgment or order was served. A motion under
27 this subdivision (b) does not affect the finality of a judgment or
28 suspend its operation. This rule does not limit the power of a
court to entertain an independent action to relieve a party
from a judgment, order, or proceeding, or to set aside a
judgment for fraud upon the court. Writs of coram nobis,
coram vobis, audita querela, and bills of review and bills in the
nature of a bill of review, are abolished, and the procedure for
obtaining any relief from a judgment shall be by motion as
prescribed in these rules or by an independent action.

23 As stated in David's Motion, the parties specifically discussed and
24 agreed during the settlement conference that David wanted the children
25 to receive the benefit of his survivor benefits. Given that:

- 26 (1) One hundred percent (100%) of David's employment and
27 pension occurred during the parties' almost 12 year marriage;

28 ...

1 (2) David obtained greater job skills and education during the
2 marriage;
3 (3) Sarah provided financial support while David obtained job
4 skills and education;
5 (4) As Ms. Cooley was drafting and finalizing the terms of the
6 Decree, Ms. McConnell was standing behind Ms. Cooley,
7 reviewing the Decree, suggesting terms, wording, etc.;
8 (5) Ms. Cooley and Ms. McConnell reviewed the entire Decree
9 several times before the document was printed so that the
10 parties could sign;
11 (6) Once the Decree was printed, Ms. McConnell reviewed the
12 Decree with David, prior to signing said Decree; and,
13 (7) Sarah, David and their respective attorneys duly executed the
14 Stipulated Decree of Divorce, which was filed on or about
15 April 11, 2018,
16 there is **no** competent evidence to justify setting aside that provision of
17 the Stipulated Decree of Divorce filed 04/11/2018. The purpose of NRCP
18 60(b) is to redress any injustices that may have resulted because of
19 excusable neglect or the wrongs of an opposing party. Carlson v. Carlson,
20 108 Nev. 358 (1992). Contrary to David's claims, Sarah did not know that
21 David allegedly did not agree that she was to receive his survivor benefits.
22 There was no "bait and switch" – both parties' attorneys contributed
23 substantially and materially to the preparation of the Stipulated Decree
24 of Divorce, the Stipulated Decree of Divorce that was signed by all parties
25 and counsel on or about March 23, 2018, is the same Stipulated Decree of
26 Divorce that Ms. Cooley and Ms. McConnell finished drafting on March
27 23, 2018, and Ms. McConnell and David reviewed the terms of the
28 Stipulated Decree of Divorce prior to signing.

1 Accordingly, David's request to set aside the survivor benefit term
2 of the Stipulated Decree of Divorce must be denied.

3 **2. Attorney's Fees and Costs:**

4 Sarah respectfully requests that David's request for attorneys' fees
5 and costs be denied. David has filed a Motion that is completely
6 unwarranted. Additionally, David failed to file a Financial Disclosure
7 Form in violation of EDCR 5.506. As such, Sarah is respectfully
8 requesting that David's request be denied.

9 **B. Sarah's Counter-Motion: Attorney's Fees and Costs:**

10 Sarah should be awarded the attorneys' fees she is incurring for the
11 necessity of opposing David's Motion.

12 There are multiple authorities for this Court to award attorneys'
13 fees. NRS 18.010(2)(b) provides that the court may award attorneys' fees
14 to the prevailing party in such circumstances. As demonstrated above,
15 David filed his Motion which is completed unwarranted, and designed to
16 multiple the proceedings in order to increase the costs to Sarah. Pursuant
17 to NRS 18.010, this Court should liberally construe the provisions of NRS
18 18.010 "in favor of awarding attorney's fees in all appropriate situations."
19 David's unwarranted Motion, coupled with the relevant authority,
20 demonstrate that an award of attorneys' fees is appropriate.

21 Attorneys' fees are also appropriate pursuant to EDCR 7.60(b)(3)
22 and (5). David has failed to comply with Court Orders. And David does
23 not have reasonable grounds to file his pending Motion. It is David who
24 has multiplied these proceedings so as "to increase costs unreasonably and
25 vexatiously" and has failed to comply with the Court's Orders. See EDCR
26 7.60(b)(3) and (5).

27 In Brunzell v. Golden Gate National Bank, 455 P.2d 31, 85 Nev. 345
28 (1969), the Nevada Supreme Court outlined the factors the trial court

1 must consider in determining the reasonable value of an attorney's
2 services. The Court stated as follows:

3 Before discussing the separate counts, it seems advisable that
4 we state the well known basic elements to be considered in
5 determining the reasonable value of an attorneys' services.
6 From a study of the authorities it would appear such factors
7 may be classified under four general headings (1) the qualities
8 of the advocate: his ability, his training, education, experience,
9 professional standing and skill; (2) the character of the work
10 to be done: its difficulty, its intricacy, its importance, time and
11 skill required, the responsibility imposed and the prominence
and character of the parties where they affect the importance
of the litigation; (3) the work actually performed by the lawyer:
the skill, time and attention given to the work; (4) the result:
whether the attorney was successful and what benefits were
derived. Furthermore, good judgment would dictate that each
of these factors be given consideration by the trier of fact and
that no one element should predominate or be given undue
weight.

12 **The Qualities of the Advocate:**

13 Shelly Booth Cooley has practiced law in the State of Nevada since
14 2004, and has a reputation for competency in litigation. Ms. Cooley was
15 an associate in a mid-sized law firm from 2004 through March, 2009.
16 Thereafter, in March, 2009, Ms. Cooley founded The Cooley Law Firm,
17 and she is the sole owner. Ms. Cooley graduated from the William S. Boyd
18 School of Law. She does not have any State Bar Complaints and she has
19 never been sued for legal malpractice. Ms. Cooley practices exclusively in
20 the area of family law, she is certified by the State Bar of Nevada as a
21 Family Law Specialist, and she is rated "AV Preeminent" by
22 Martindale-Hubbell Peer Review Ratings. Ms. Cooley is Chair of the
23 State Bar of Nevada, Family Law Section, Executive Council (and was
24 elected to the Council in 2010), Chair of the Board of Certified Family Law
25 Specialists, she was Vice Chair of the State Bar of Nevada, Family Law
26 Section, Executive Council from 2015-2017, and Editor of the Nevada
27 Family Law Report from 2010 to 2015. She has been involved in state
28 court hearings, participated in mediation and bench trials. Ms. Cooley

1 has been selected to serve as a Settlement Hearing Master, Parenting
2 Coordinator and Guardian *ad Litem* through the Eighth Judicial District
3 Court. Ms. Cooley has filed appeals and participated in the Supreme
4 Court Settlement programs.

5 **2) The Character of the Work to be Done:**

6 The character of the work to be done in this matter was and is
7 complex, time consuming and very important.

8 **3) The Work Actually Performed by the Lawyer:**

9 Ms. Cooley drafted the instant Opposition and Counter-Motion,
10 performed all of the work on this matter, and will be attending any and
11 all hearings on this matter.

12 **4) The Result:**

13 If the Court grants any significant issue in Sarah's Opposition and
14 Counter-Motion, she will be the prevailing party.

15 As such, reasonable attorneys' fees in the sum of \$3,500 should be
16 awarded to Sarah's counsel.

17 **III. CONCLUSION:**

18 Based upon the aforementioned considerations, Sarah would
19 respectfully request the following relief:

- 20 1. That this Court deny DAVID JOHN ROSE's Motion in its
21 entirety;
- 22 2. For an award of attorneys' fees and costs; and,

23 . . .

24 . . .

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28 . . .

1 3. For such additional relief as the Court deems appropriate.
2 RESPECTFULLY SUBMITTED this 10 day of May, 2018.

3
4 THE COOLEY LAW FIRM

5 By: /s/ Shelly Booth Cooley
6 Shelly Booth Cooley
7 Nevada Bar No. 8992
8 Attorney for Defendant,
9 SARAH JANEEN ROSE
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DECLARATION OF DEFENDANT

I, SARAH JANEEN ROSE KLOSS, declare as follows:

1. I am the Defendant in the above matter. I am making this Declaration in Support of the foregoing OPPOSITION AND COUNTER-MOTION.

2. That I read the foregoing Opposition and Counter-Motion, including the points and authorities and any exhibits attached hereto, and the factual averments contained therein are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the preceding Opposition and Counter-Motion are incorporated herein as if set forth in full.

3. That I am competent to testify to the matters stated herein. All such matters are based upon my own personal knowledge, except for those matters stated upon information and belief, and as to the matters, I believe them to be true.

4. It is for these reasons that I am requesting that the Court grant me the relief sought in my Opposition and Counter-Motion. I appreciate the Court's time and attention to this matter.

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

Executed 10 day of May, 2018.

/s/ Sarah Janeen Rose
SARAH JANEEN ROSE

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 10 day of May, 2018, a true and correct copy of the foregoing DEFENDANT'S OPPOSITION TO MOTION TO SET ASIDE THE PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE DECREE OF DIVORCE BASED ON MISTAKE AND COUNTER-MOTION FOR ATTORNEYS' FEES AND COSTS was served upon each of the parties:

— **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

— **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

X **BY ELECTRONIC SERVICE:** Pursuant to EDCR 7.26(a)(4), via electronic transmission through the Court's electronic filing system.

— **BY MAIL AND ELECTRONIC MEANS:** Pursuant to NRCP 5(b), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada and via electronic mail.

Regina M. McConnell
McConnell Law Group
9017 S. Pecos Road, Suite 4445
Henderson, Nevada 89074
Attorney for Plaintiff,
DAVID ROSE

/s/ Shelly Booth Cooley
An Employee Of The Cooley Law Firm

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

DAVID JOHN ROSE,

Plaintiff,

vs.

SARAH JANEEN ROSE,

Defendant.

Case No. D-17-547250-D

Dept No. I

MOTION/OPPOSITION
FEE INFORMATION SHEET

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

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

- ☒ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
- OR-
- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☐ Other Excluded Motion (must specify) _____.

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

- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
- ☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- OR-
- ☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

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

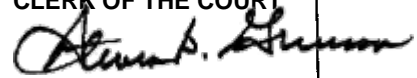
☐ **\$0** ☒ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Plaintiff

Date: 05/10/2018

Signature of Party or Preparer: /s/ Shelly Booth Cooley, Nevada Bar No. 8992

APPX0222



1 THE COOLEY LAW FIRM
2 Shelly Booth Cooley
3 Nevada State Bar No. 8992
4 10161 Park Run Drive, Suite 150
5 Las Vegas, Nevada 89145
6 Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Defendant,
SARAH ROSE

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

10 DAVID ROSE,
11 Plaintiff,

12 vs.

13 SARAH ROSE,
14 Defendant.

Case No. D-17-547250-D
Dept No. I

DATE OF HEARING: 08/28/2018
TIME OF HEARING: 10:30 a.m.

15 **ORDER**

16 This matter having come before the Honorable Kathy A. Hardcastle
17 and this Court on August 28, 2018, regarding Plaintiff's Motion to Set
18 Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce
19 Based on Mistake and Defendant's Opposition and Counter-Motion for
20 Attorneys' Fees and Costs; Plaintiff, DAVID ROSE, present and
21 represented by his counsel of record, Regina M. McConnell and McConnell
22 Law Group; Defendant, SARAH ROSE, present and represented by her
23 counsel of record, Shelly Booth Cooley, and The Cooley Law Firm; the
24 Court having considered the papers and pleadings on file herein, as well
25 as the argument of counsel and the parties, the Court hereby FINDS and
26 ORDERS as follows:

27 The Court FINDS that the Stipulated Decree of Divorce was filed on
28 or about April 11, 2018.

1 The Stipulated Decree of Divorce provides that SARAH JANEEN
2 ROSE shall be entitled to "one-half of the community portion, as defined
3 within Nevada law as articulated in Gemma v. Gemma, 105 Nev. 458
4 (1989), and Fondi v. Fondi, 106 Nev. 856 (1990), in DAVID JOHN ROSE's
5 Las Vegas Metropolitan Police Department Public Employees' Retirement
6 System of Nevada Pension benefits, said pension benefits to be divided
7 pursuant to a Qualified Domestic Relations Order ("QDRO"), based upon
8 a selection of Option 2 being made at the time of retirement so as to name
9 SARAH JANEEN ROSE as the irrevocable survivor beneficiary of DAVID
10 JOHN ROSE' pension benefits upon death, to divide said retirement
11 account." Stipulated Decree of Divorce filed 04/11/2018 at 23:24-24:10.

12 The Court FURTHER FINDS that the parties and counsel
13 participated in a settlement conference and there is a question regarding
14 the paragraph on survivor benefits on a Public Employees' Retirement
15 System of Nevada (PERS) Pension account. (Video Record at 11:06:16-25)

16 The Court FURTHER FINDS that there are usually not survivor
17 benefits provided when dividing a pension under a Qualified Domestic
18 Relations Order(QDRO). (Video Record at 11:06:29-38)

19 The Court FURTHER FINDS that PERS will tell parties what
20 benefits SARAH ROSE is entitled to based on the time rule and that's all
21 SARAH ROSE is entitled to. (Video Record at 11:06:38-40)

22 The Court FURTHER FINDS that the survivor benefit option
23 language must be removed from the Stipulated Decree of Divorce filed
24 04/11/2018. (Video Record at 11:06:41-44)

25 The Court FURTHER FINDS that the parties should submit the
26 QDRO to PERS and PERS will make a determination based on the time
27 rule as to what SARAH ROSE is entitled to and that's what SARAH
28 ROSE will receive. (Video Record at 11:06:46-56)

1 The Court FURTHER FINDS that the survivor benefit option is not
2 selected until the person who is entitled to the PERS benefits retires.
3 (Video Record at 11:07:06-14)

4 The Court FURTHER FINDS that there has never been a case that
5 the Court is aware of where the Court has forced that person to agree that
6 years down the road that person is going to select one option. (Video
7 Record at 11:07:14-21)

8 The Court FURTHER FINDS that SARAH ROSE is entitled to a
9 certain portion of DAVID ROSE's pension benefits based on the time rule
10 so the survivor benefit option language must be removed from the
11 Stipulated Decree of Divorce filed 04/11/2018. (Video Record at 11:07:22-
12 32)

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1 Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND
2 DECREED that the survivor benefit option must be removed from the
3 Stipulated Decree of Divorce filed 04/11/2018, and the Decree of Divorce
4 must be re-submitted to the Court. (Video Record at 11:07:37-38)

5
6 IT IS SO ORDERED this ____ day of SEP 25 2018, 2018.


7
8  an
9 DISTRICT COURT JUDGE

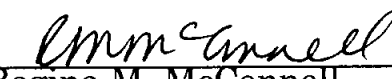
10 Respectfully submitted by:

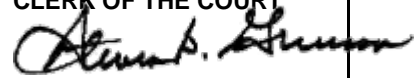
Approved as to form and content:

11
12 THE COOLEY LAW FIRM

McConnell Law Group

13 
14 Shelly Booth Cooley
15 Nevada Bar No. 8992
16 10161 Park Run Drive, Suite 150
17 Las Vegas, Nevada 89145
18 Attorney for Defendant,
19 SARAH ROSE

20 
21 Regina M. McConnell
22 Nevada Bar No.
23 9017 S. Pecos Road, Suite 4445
24 Henderson, Nevada 89074
25 Attorney for Plaintiff,
26 DAVID ROSE
27
28



1 **NEO**
2 **THE COOLEY LAW FIRM**
3 Shelly Booth Cooley
4 Nevada State Bar No. 8992
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone Number: (702) 265-4505
8 Facsimile Number: (702) 645-9924
9 E-mail: scooley@cooleylawlv.com
10 Attorney for Defendant,
11 **SARAH ROSE**

7
8 **DISTRICT COURT**
9 **FAMILY DIVISION**
10 **CLARK COUNTY, NEVADA**

10 **DAVID ROSE,**

11 Plaintiff,

12 vs.

13 **SARAH ROSE,**

14 Defendant.

Case No. D-17-547250-D
Dept No. I

Date of Hearing: 08/28/2018
Time of Hearing: 10:30 a.m.

15
16 **NOTICE OF ENTRY OF ORDER AND**
17 **WITHDRAWAL OF COUNSEL**

18 PLEASE TAKE NOTICE that an ORDER was entered in the
19 above-entitled matter on 09/25/2018. A copy of said Order is attached
20 hereto.

21 Furthermore, PLEASE TAKE NOTICE that, pursuant to SCR 46
22 and EDCR 7.40(b)(2)(I), NOTICE IS HEREBY GIVEN that THE
23 COOLEY LAW FIRM withdraws as attorney of record for the Defendant,
24 SARAH ROSE, the final determination in this case having been made.

25 Defendant's last known address and telephone number at which
26 she may be served with notice of further proceedings taken in the case
27 are:
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SARAH ROSE
5087 Penryn Court
Las Vegas, Nevada 89139
E-mail: yellowchucks17@gmail.com
Telephone Number: (702) 557-9050

DATED this 1st day of October, 2018.

THE COOLEY LAW FIRM

/s/ Shelly Booth Cooley
Shelly Booth Cooley
Nevada Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorney for Defendant,
SARAH ROSE

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— **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

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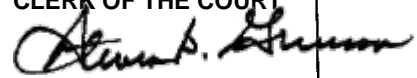
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2 Shelly Booth Cooley
3 Nevada State Bar No. 8992
4 10161 Park Run Drive, Suite 150
5 Las Vegas, Nevada 89145
6 Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Defendant,
SARAH ROSE

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

10 DAVID ROSE,
11 Plaintiff,

12 vs.

13 SARAH ROSE,
14 Defendant.

Case No. D-17-547250-D
Dept No. I

DATE OF HEARING: 08/28/2018
TIME OF HEARING: 10:30 a.m.

15 **ORDER**

16 This matter having come before the Honorable Kathy A. Hardcastle
17 and this Court on August 28, 2018, regarding Plaintiff's Motion to Set
18 Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce
19 Based on Mistake and Defendant's Opposition and Counter-Motion for
20 Attorneys' Fees and Costs; Plaintiff, DAVID ROSE, present and
21 represented by his counsel of record, Regina M. McConnell and McConnell
22 Law Group; Defendant, SARAH ROSE, present and represented by her
23 counsel of record, Shelly Booth Cooley, and The Cooley Law Firm; the
24 Court having considered the papers and pleadings on file herein, as well
25 as the argument of counsel and the parties, the Court hereby FINDS and
26 ORDERS as follows:

27 The Court FINDS that the Stipulated Decree of Divorce was filed on
28 or about April 11, 2018.

1 The Stipulated Decree of Divorce provides that SARAH JANEEN
2 ROSE shall be entitled to "one-half of the community portion, as defined
3 within Nevada law as articulated in Gemma v. Gemma, 105 Nev. 458
4 (1989), and Fondi v. Fondi, 106 Nev. 856 (1990), in DAVID JOHN ROSE's
5 Las Vegas Metropolitan Police Department Public Employees' Retirement
6 System of Nevada Pension benefits, said pension benefits to be divided
7 pursuant to a Qualified Domestic Relations Order ("QDRO"), based upon
8 a selection of Option 2 being made at the time of retirement so as to name
9 SARAH JANEEN ROSE as the irrevocable survivor beneficiary of DAVID
10 JOHN ROSE' pension benefits upon death, to divide said retirement
11 account." Stipulated Decree of Divorce filed 04/11/2018 at 23:24-24:10.

12 The Court FURTHER FINDS that the parties and counsel
13 participated in a settlement conference and there is a question regarding
14 the paragraph on survivor benefits on a Public Employees' Retirement
15 System of Nevada (PERS) Pension account. (Video Record at 11:06:16-25)

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18 Relations Order(QDRO). (Video Record at 11:06:29-38)

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22 The Court FURTHER FINDS that the survivor benefit option
23 language must be removed from the Stipulated Decree of Divorce filed
24 04/11/2018. (Video Record at 11:06:41-44)

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26 QDRO to PERS and PERS will make a determination based on the time
27 rule as to what SARAH ROSE is entitled to and that's what SARAH
28 ROSE will receive. (Video Record at 11:06:46-56)

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2 selected until the person who is entitled to the PERS benefits retires.
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5 the Court is aware of where the Court has forced that person to agree that
6 years down the road that person is going to select one option. (Video
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8 The Court FURTHER FINDS that SARAH ROSE is entitled to a
9 certain portion of DAVID ROSE's pension benefits based on the time rule
10 so the survivor benefit option language must be removed from the
11 Stipulated Decree of Divorce filed 04/11/2018. (Video Record at 11:07:22-
12 32)

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1 Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND
2 DECREED that the survivor benefit option must be removed from the
3 Stipulated Decree of Divorce filed 04/11/2018, and the Decree of Divorce
4 must be re-submitted to the Court. (Video Record at 11:07:37-38)

5
6 IT IS SO ORDERED this ____ day of SEP 25 2018, 2018.


7
8 
9 ~~DISTRICT COURT JUDGE~~ *an*


10 Respectfully submitted by:

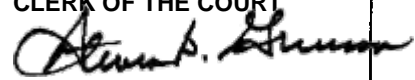
Approved as to form and content:

11
12 THE COOLEY LAW FIRM

McConnell Law Group

13 
14 Shelly Booth Cooley
15 Nevada Bar No. 8992
16 10161 Park Run Drive, Suite 150
17 Las Vegas, Nevada 89145
18 Attorney for Defendant,
19 SARAH ROSE

20 
21 Regina M. McConnell
22 Nevada Bar No.
23 9017 S. Pecos Road, Suite 4445
24 Henderson, Nevada 89074
25 Attorney for Plaintiff,
26 DAVID ROSE



1 MTN
2 EDWARD L. KAINEN, ESQ.
3 Nevada Bar No. 5029
4 RACHEAL H. MASTEL, ESQ.
5 Nevada Bar No. 11646
6 KAINEN LAW GROUP, PLLC
7 3303 Novat Street, Suite 200
8 Las Vegas, Nevada 89129
9 (702) 823-4900
10 (702) 823-4488 (Fax)
11 Service@KainenLawGroup.com
12 Attorneys for Defendant
13 *in conjunction with the Legal Aid Center of Southern Nevada*

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA
10

11 DAVID ROSE,

12 Plaintiff,

13 vs.

14 SARAH ROSE,

15 Defendant.

CASE NO. D-17-547250-D
DEPT NO. I

Date of Hearing: 11/06/18
Time of Hearing: 9:30 AM

ORAL ARGUMENT REQUESTED:

YES: XX NO:

16 **NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO**
17 **FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF**
18 **THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY OF**
19 **YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS**
20 **MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK**
21 **OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS**
22 **MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED**
23 **BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED**
24 **HEARING DATE.**

25 **DEFENDANT'S MOTION TO ALTER OR AMEND JUDGEMENT,**
26 **OR IN THE ALTERNATIVE FOR NEW TRIAL**
27 **PURSUANT TO NRCP 59(a)(7)**
28 **AND**
29 **FOR ATTORNEY'S FEES AND COSTS**

30 COMES NOW, Defendant, SARAH ROSE, by and through her attorney,
31 RACHEAL H. MASTEL, ESQ., of the law firm of KAINEN LAW GROUP, PLLC,
32 and moves this Court for the following relief:

APPX0234

1. For the Court to Alter and Amend the Findings and Judgement made at the hearing on August 28, 2018; or
2. For the Court to set a trial on the matter of the survivor benefits awarded in the Decree of Divorce
3. For an Order awarding Defendant Attorney's Fees and Costs on this matter; and
4. For such other and further relief as the Court deems just and proper in the premises.

This Motion is made and based upon the papers and pleadings on file herein, the Points and Authorities submitted herewith, Defendant's Declaration attached hereto, and oral argument of counsel at the time of the hearing of this matter.

DATED this 9 day of October, 2018.

KAINEN LAW GROUP, PLLC

By: 

RACHEAL H. MASTEL, ESQ.
Nevada Bar No. 11646
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorney for Defendant

NOTICE OF MOTION

TO: DAVID ROSE, Plaintiff:

TO: REGINA McCONNELL, Attorney for Plaintiff:

PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for hearing before the above-entitled Court on the following setting or as soon thereafter as the same may be heard: **November 6th, 2018 @ 9:30 AM**

DATED this 9 day of October, 2018.

KAINEN LAW GROUP, PLLC

By: 

RACHEAL H. MASTEL, ESQ., #11646
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129

I.

POINTS AND AUTHORITIES AND ARGUMENT

A. Background

Plaintiff, DAVID ROSE (hereinafter “Husband”), and Defendant, SARAH ROSE (hereinafter “Wife”), were married on June 17, 2006, and divorced by a Stipulated Decree of Divorce filed on April 11, 2018. The Decree was the result of several hours of negotiation between the parties with the assistance of their counsel and with Rhonda Forsberg, Esq., acting as mediator. Within the Decree of Divorce, the parties stipulated that Husband would select Option 2 with regard to his PERS retirement plan. The details of the division, including the selection of Option 2 (which will provide that Wife will receive the Survivor Benefit) is spelled out, in detail on Page 21, line 8 - Page 22, line 12 and Page 23, line 24 - Page 24, line 28, of the Decree of Divorce. The Decree was signed by both parties and both attorneys.

Thereafter, on April 25, 2018, Husband filed a Motion to Set Aside the Decree, pursuant to NRCP 60(b), claiming that neither he, nor his counsel, actually reviewed the Decree, and therefore they did not realize he had agreed to provide Wife with survivor benefits. According to Husband’s Motion, the neglect to read the Decree before signing it constituted a “mistake.” Wife opposed the Motion. A hearing was thereafter held on August 28, 2018, before the Honorable Kathy Hardcastle, sitting for the Honorable Cheryl Moss.

During the hearing, the Court did not make findings as to Husband’s theory that there was a “mistake,” rather the Court focused on the inclusion of a survivorship benefit. The Court ruled, without citation to the law, that a Decree of Divorce cannot include a determination on a survivorship benefit; rather it was the Court’s determination that only PERS could decide what Wife was entitled to, pursuant to the “time rule.” The Court further found that “there has never been a case” where the Court ordered a party to select a benefit option “years” before retirement. (Emphasis added). As a result, the Court ordered that the survivor benefit (option 2) be removed.

1 **B. Argument**

2 1. NRCP 59 and NRCP 60

3 Pursuant to NRCP 59, amendment of a judgment is appropriate where the
4 judgment entered does not comport with the existing law, or the evidence which exists.
5 The Court in this matter erred in determining that the Court was unable to enter a Decree
6 which required Husband to select the option that provided Wife with survivor benefits.
7 The law clearly permits the Court to grant to a former spouse survivor benefits, in fact,
8 many cases have done so; the plan is part and parcel of the retirement plan itself, and a
9 community asset which can be divided.

10 Beyond that, the parties can certainly contract for that division. Hereto,
11 numerous parties in numerous cases have done so. To the extent the Court believed that
12 the parties had different intent with regard to that division, a new trial was warranted in
13 order for the Court to take evidence and make findings regarding both the parties intent
14 and the appropriate division of that asset under NRS 125.

15 Finally, the Decree of Divorce is a final judgment. In order to grant a set
16 aside the same pursuant to Husband's Motion, the Court should have entered findings
17 under NRCP 60(b) as to whether or not a failure to review a document prior to signing
18 the same constitutes a valid "mistake." It does not. Nor does it constitute any other basis
19 for setting aside the Decree.

20 2. Survivor Benefit Are Clearly a Valid Asset for Division

21 Survivor benefits are an entitlement which exist as part of the Nevada PERS
22 pension system. See NRS 286.67675. The entitlement options may be altered by a
23 member only upon specific circumstances.

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1 The need for, and ability of the Court to issue, such an Order is supported
2 by NRS 125.155(3), which permits the court specifically *to order* that a retirement benefit
3 in PERS be continued past the death of the PERS participant by virtue of the selection of
4 “an alternative to an unmodified service retirement allowance.”¹

5 The impact of that statute on the ability of the Court to award survivor
6 benefits in a Divorce has not been fully tested in Nevada. *Nicholson v. Eighth Judicial*
7 *Dist. Ct.*, 72657 (Nev. App. April 20, 2018). Although the majority opinion and the
8 dissent disagree as to whether or not the Court can award the survivor benefit option, the
9 dissent focuses on NRS 286.545 and *Hanson v. Hanson*, 130 Nev. 814, 334 P.3d 933
10 (2014), in determining that the District Court cannot award survivor benefits. Even there,
11 the dissent indicates that some “equalization,” can be made using community property
12 principles, if the survivor benefit option is not selected. The majority opinion indicates
13 that NRS 125.155 would allow for the same, and denied the requested *Writ* so that legal
14 briefing to the District Court could be done regarding that statute.

15 Payment for survivor benefits are taken out of the total of the monthly
16 allotment once the retirement begins to pay out. In other words, before the division to
17 each party, that cost of the survivor benefits is deducted. Therefore, if the Court does not
18 Order a division which addresses survivor benefits, the member could potentially decide
19 to select that Option and grant it to someone else. Doing so is irrevocable after retirement
20 and potentially diminishes the non-member former spouse’s interest for the benefit of a
21 third party, without their consent. Doing so creates an unintended unequal division of
22 property.

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28 ¹ NRS 125.155(3) also allows the parties to agree to the same.

1 While Nevada has not concretely addressed this matter, California has done
2 so. In fact, the California Code contains a more explicit statement, in section 2610 of the
3 California Family Code specifically directing that survivor and death benefit plans be
4 addressed to “ensure that each party receives the full community property share in any
5 retirement plan.” Cal. Fam. Code ss 2610(a). Although the California code is more
6 explicit, the inclusion of NRS 125.155 in the chapter addressing dissolution of marriage,
7 and immediately after the section which addresses the division of property can be no
8 accident. The plain reading of those statutes and the clear intention of the legislature in
9 coupling them together can only be read one way: to intend to allow this Court to Order
10 selection of Option two in PERS and to allow the Court to Order survivor benefits for
11 their former spouse as part of the division of property in a divorce.

12 The Court erred under the law if setting aside the Order that Husband select
13 Option two upon divorce and grant Wife survivor benefits.

14 3. In the Alternative, Wife is Entitled to A New Trial

15 Parties are permitted to contract to any terms that are not inimical to the law.
16 A Stipulated Decree is inherently a settlement agreement, which is a contract entered into
17 by the parties. *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254, 1257. There is no law
18 which states that the parties *cannot* agree to an award of survivor benefits.² Therefore, if
19 the Court believes that the Decree should be readdressed with regard to the survivor
20 benefits, the only open question is what to do with the option for survivor benefits, as the
21 same is an asset to be divided. The Court must move forward (assuming there is a proper
22 basis to set the Decree aside with regard to that provision) on two basis. The Court can
23 hold a trial to determine the parties intent. However, even if the Court determines that the
24 parties had differing intent the entire time (in other words that both parties are telling the
25 truth), then the survivor benefits become an omitted asset. In light of the fact that the
26 survivor benefits is an entitlement attached to PERS, and the fact that the cost of the same

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28 ² In fact, as addressed above, the law very clearly allows the parties to address the same.

1 will be equally born by both parties if the same is selected (regardless of who is named
2 as beneficiary) it is an asset to the community which must be addressed. Therefore, if it
3 was not addressed at the time of the divorce, and the parties are not in agreement
4 regarding the same, the Court must hold an Evidentiary Hearing in order to determine
5 how the survivor benefits should be divided under Nevada law.

6 Pursuant to NRCP 59, the Court may take additional testimony, amend the
7 findings of fact and conclusions of law, and make new ones. If the Court believes there
8 is a genuine issue with regard to whether or not the parties intended to award Wife the
9 survivor benefits, then the Court must hold a trial to determine the appropriate division
10 of the same.

11 4. Husband's Motion to Set Aside Should have been Denied

12 NRCP 60(b) directs how and when a Judgement may be set aside. To wit:

- 13 (1) mistake, inadvertence, surprise, or excusable neglect;
14 (2) newly discovered evidence which . . . could not have been
15 discovered in time . . . under Rule 59(b);
16 (3) fraud . . . of an adverse party;
17 (4) the judgment is void; or,
18 (5) the judgment has been satisfied . . .

19 NRCP 60(b).

20 It is immediately clear that there is no newly discovered evidence, the judgement is not
21 void, nor has it been "satisfied." Although Husband makes some reference to the idea that
22 Wife committed "fraud," by including the option 2 election and awarding her survivor
23 benefits, the reality is there can be no fraud because Husband was given an opportunity
24 to review and sign the Decree, as was his counsel.

25 Therefore, Husband's only "ground" for pursuing a set aside is NRCP
26 60(b)(1) - mistake and excusable neglect. The idea that the dereliction of a party's duty
27 to read a document they intend to sign (to say nothing of counsel's even higher duty to
28 do so) somehow becomes a justifiable "mistake," which can be a basis for setting aside
a judgment is not only nonsensical, its insulting. *See Cohen v. Wedbush, Noble, Cooke,*
Inc., 841 F.2d 282, 287-288 (9th Cir. 9188), stating, "We see no unfairness in expecting

1 parties to read contracts before they sign them.” There is nothing excusable in failing to
2 do even the ordinary diligence of reading the full Decree. The language was clearly
3 written in two separate spots in the Decree. There was other added language from the
4 Memorandum of Understanding to the Decree as well, such as the waivers and
5 disclosures. There is every expectation that Husband (and his counsel) would read and
6 review the Decree. It is their duty to do so.

7 Where the defaulting party discloses, in the case presented by
8 him for an order to set aside such judgment, a degree of
9 negligence, carelessness, and lack of diligence not to be
10 predicated of a prudent business man in a matter of material
11 concern to him, this court will not, on appeal, disturb the order
12 of the court below denying such application.

13 *Bryant v. Gibbs*, 69 Nev. 167, 243 P.2d 1050, 1051 (1952).

14 There is no excuse for failing to read a document before signing the same. There is no
15 “mistake,” which entitles a party to overturn a Decree where that “mistake,” is based
16 upon a complete failure of ordinary diligence. There is no basis to grant Husband’s
17 Motion to Set Aside, and there is no basis to modify the Decree.

18 5. Attorney’s Fees

19 Husband’s underlying Motion was improper and without legal merit. There
20 was no basis to set aside the Decree, and without that Motion, the error of law committed
21 by the Court would never have occurred. As a result, Wife has been forced to incur
22 expenses for the original Opposition this matter. Although Wife is no *pro bono*, there is
23 still a time value undertaken by counsel to correct the Judgment as well, for which an
24 award of attorney’s fees is appropriate under NRCP 11, NRS 7.085, EDCR 7.60, and
25 NRS 18.010.

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1 Further, although it may be compelling to suggest that since Wife is ably
2 represented in *pro bono* capacity, no award of fees is necessary, the case law does not
3 support that conclusion. The initial premise of *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d
4 727 (2005) articulated at page 729 - 730 states:

5 Initially, we conclude that a party is not precluded from
6 recovering attorney fees solely because his or her counsel
7 served in a *pro bono* capacity. While Nevada law has been
8 silent on this issue, many courts have concluded that an award
9 of attorney fees is proper, even when a party is represented
10 without fee by a nonprofit legal services organization.

11 In addition to the various state courts, the United States
12 Supreme Court has concluded that an award of attorney fees to
13 a nonprofit legal services organization is to be calculated
14 according to the prevailing market rate, stating that "Congress
15 did not intend the calculation of fee awards to vary depending
16 on whether plaintiff was represented by private counsel or by
17 a nonprofit legal services organization."

18 We agree with these courts and conclude that significant
19 public policy rationales support awarding fees to counsel,
20 regardless of counsel's service in a *pro bono* capacity. First, the
21 fact that a government institution or private charity has
22 provided legal assistance should not absolve other responsible
23 parties of their financial obligations. For example, when *pro*
24 *bono* counsel assist a parent in a custody or child support
25 dispute, the wealthier parent should not be relieved of an
26 obligation to pay attorney fees. Further, in domestic matters,
27 one partner has often created or contributed to the other
28 partner's limited financial means by leaving the household,
failing to remit child support, drawing funds from a shared
account, or other similar conduct. In those cases, if fees are not
awarded to *pro bono* counsel, a wealthier litigant would benefit
from creating conditions that force the other party to seek legal
aid. In addition, *pro bono* counsel serve an important role in
the legal system's attempt to address the unmet needs of
indigent and low-income litigants within our state. To impose
the burden of the cost of litigation on those who volunteer their
services, when the other party has the means to pay attorney
fees, would be unjust.

29 It is clear from the language in *Miller v. Wilfong*, that it is appropriate to
30 award a party fees when that party has been represented *Pro Bono*. Although the Court
31 is also to consider the *Brunzell* factors (which will be addressed below), in *Pro Bono*
32 cases there are also further equitable considerations, as delineated above, to wit: that *pro*
33 *bono* services do not absolve responsible parties of their financial obligations (such as

1 those due under *Sargeant v. Sargeant*, 88 Nev. 223, 495 P.2d 618 (1972); *Leeming v.*
2 *Leeming*, 87 Nev. 530, 490 P.2d 342 (1971); *Halbrook v. Halbrook*, 114 Nev. 1455, 971
3 P.2d 1262 (1998).) that “when pro bono counsel assist a parent in a custody or child
4 support dispute, the wealthier parent should not be relieved of an obligation to pay
5 attorney fees;” and finally, “to impose the burden of the cost of litigation on those who
6 volunteer their services, when the other party has the means to pay attorney’s fees, would
7 be unjust.”

8 Pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 455 P.2d 31
9 (1969), in the case at bar, the Court should consider the following factors in awarding
10 attorney's fees:

11 1. Qualities of Wife’s Advocates

12 The qualities of Wife’s attorney are excellent. Ms. Mastel has been involved
13 with the Las Vegas family law community since 2004, including internships with Judge
14 William O. Voy, the Juvenile Delinquency Court Judge for the 8th Judicial District Court
15 and the Legal Aid Center of Southern Nevada’s Domestic Violence section and a
16 clerkship in 2009 with the Chief Judge of the District Court, Family Court Department
17 H Judge T. Arthur Ritchie. She has been appointed by the Nevada Supreme Court to
18 serve on the Committee to Revise the Nevada Rules of Civil Procedure. She has been
19 engaged in the exclusive practice of family law for over six years. Ms. Mastel graduated
20 from Washburn University School of Law with a certification in Family Law and is also
21 a Nevada Board Certified Family Law Specialist and a partner at Kainen Law Group,
22 PLLC.

23 Clearly, Wife’s attorney is experienced, well trained and qualified in relation
24 to the fees charged for there services in this matter. Ms. Mastel's hourly rate is \$375.

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1 2. The Character of the Work Done

2 Under the circumstances of this case the character of the work completed
3 certainly justifies the fees incurred in this matter. Wife's counsel was required to
4 complete legal research and draft a brief to this Court addressing the present state of the
5 law as it relates to pension division and community property, as well as what constitutes
6 a "mistake," under which it is proper to grant a set aside.

7 3. The Work Actually Performed

8 Wife's attorney has made every effort to be as efficient as possible in
9 completing the necessary work to obtain favorable results for her. The amount of fees
10 and costs accurately reflects the actual work done in this matter. The work was
11 completed in the most cost efficient manner to minimize the over all fees and costs
12 incurred. A copy of such redacted billing as reflects the work actually performed can be
13 provided after the hearing on this matter, if requested by the Court.

14 4. The Results

15 The final factor adopted in Brunzell, is whether the attorney was successful
16 and what benefits were derived. It is anticipated that Wife will be successful at the
17 hearing on this matter, as the law supports the requests made herein.

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II.

CONCLUSION

Based on the forgoing, Wife requests the following relief:

1. For the Court to Alter and Amend the Findings and Judgement made at the hearing on August 28, 2018; or
2. For the Court to set a trial on the matter of the survivor benefits awarded in the Decree of Divorce
3. For an Order awarding Defendant Attorney's Fees and Costs on this matter; and
4. For such other and further relief as the Court deems just and proper in the premises.

DATED this 9 day of October, 2018.

KAINEN LAW GROUP, PLLC

By: 

RACHEAL H. MASTEL, ESQ., #11646
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorneys for Defendant

I, SARAH ROSE declare under penalty of perjury that I am the Defendant herein and that I have read the foregoing *Defendant's Motion to Alter or Amend Judgement, or in the Alternative for New Trial Pursuant to Nrcp 59(a)(7) and for Attorney's Fees and Costs* and the same is true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

SARAH ROSE

I, SHELLY BOOTH COOLEY, ESQ., declare under penalty of perjury that I am the former attorney for Defendant herein and in that capacity, I negotiated the Decree of Divorce and drafted and argued the Opposition to Plaintiff's Motion to Set Aside, referenced herein. That I have read the foregoing ***Defendant's Motion to Alter or Amend Judgement, or in the Alternative for New Trial Pursuant to Nrcp 59(a)(7) and for Attorney's Fees and Costs*** and the same is true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

SHELLY BOOTH COOLEY, ESQ.

DECLARATION OF SARAH ROSE IN SUPPORT OF MOTION

I, SARAH ROSE declare under penalty of perjury that I am the Defendant herein and that I have read the foregoing *Defendant's Motion to Alter or Amend Judgement, or in the Alternative for New Trial Pursuant to Nrcp 59(a)(7) and for Attorney's Fees and Costs* and the same is true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

EXECUTED this ____ day of October, 2018.

SARAH ROSE

DECLARATION OF SHELLY BOOTH COOLEY, ESQ

I, SHELLY BOOTH COOLEY, ESQ., declare under penalty of perjury that I am the former attorney for Defendant herein and in that capacity, I negotiated the Decree of Divorce and drafted and argued the Opposition to Plaintiff's Motion to Set Aside, referenced herein. That I have read the foregoing *Defendant's Motion to Alter or Amend Judgement, or in the Alternative for New Trial Pursuant to Nrcp 59(a)(7) and for Attorney's Fees and Costs* and the same is true and correct of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

EXECUTED this 8 day of October, 2018.


SHELLY BOOTH COOLEY, ESQ.

SOLA

RACHEAL H. MASTEL, ESQ.

Nevada Bar No.: 11646

Kainen Law Group

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Las Vegas, Nevada 89129

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Attorney for the Defendant

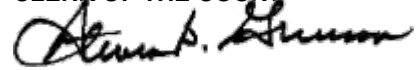
In conjunction with Legal Aid Center of Southern Nevada Pro Bono Project

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Steven D. Grierson

CLERK OF THE COURT



DISTRICT COURT

CLARK COUNTY, NEVADA

DAVID ROSE,

Plaintiff,

vs.

SARAH ROSE,

Defendant.

CASE NO. D-17-547250-D

DEPT. I

**STATEMENT OF LEGAL AID
REPRESENTATION
(PURSUANT TO NRS 12.015)**

Party Filing Statement:

☐ Plaintiff/Petitioner

☒ Defendant/Respondent

STATEMENT

SARAH ROSE, has qualified and has been accepted for placement as a Pro Bono client or as a direct client of LEGAL AID CENTER OF SOUTHERN NEVADA, a nonprofit organization providing free legal assistance to indigents, and is entitled to pursue or defend this action without costs, including filing fees and fees for service of writ, process, pleading or paper without charge, as set forth in NRS 12.015.

Dated: September 28, 2018.

BARBARA BUCKLEY, ESQ.

Legal Aid Center of Southern Nevada Preparer

Nevada Bar No.: 3918

/s/ Barbara E. Buckley

Signature of Legal Aid Center of Southern Nevada Preparer

Submitted by:

Racheal H. Mastel, Esq.

Kainen Law Group

3303 Novat Street, Suite 200

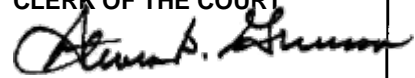
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APPX0248



1 **COS**
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12 Attorneys for Defendant
13 in conjunction with the Legal Aid Center of Southern Nevada

14
15 DISTRICT COURT
16 CLARK COUNTY, NEVADA
17

18
19 DAVID ROSE,

20 Plaintiff,

21 vs.

22 SARAH ROSE,

23 Defendant.

CASE NO. D-17-547250-D
DEPT NO. I

Date of Hearing: 11/6/2018
Time of Hearing: 9:30 a.m.

24
25 **CERTIFICATE OF SERVICE**
26

27 I HEREBY CERTIFY that on the 10th day of October, 2018, I caused to be
28 served the *Defendant's Motion to Alter or Amend Judgement, or in the Alternative for
New Trial Pursuant to NRCP 59(a)(7) and For Attorney's Fees and Costs* to all
interested parties as follows:

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

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


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APPX0249

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

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

6 *Attorney for Plaintiff*
7 Regina@MLVegas.com

8
9 
10 An Employee of
11 KAINEN LAW GROUP, PLLC