

**KAINEN LAW GROUP, PLLC**  
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**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**

- Volume I - (Bates Stamps APPX0001 - APPX0250)
- Volume II - (Bates Stamps APPX0251 - APPX0471)
- Volume III - (Bates Stamps APPX0472 - APPX0670)
- Volume IV - (Bates Stamps APPX0671 - APPX0767)
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- Volume VII - (Bates Stamps APPX01177 - APPX01391)
- Volume VIII - (Bates Stamps APPX01392 - APPX01599)
- Volume IX - (Bates Stamps APPX01600 - APPX01842)
- Volume X - (Bates Stamps APPX01843 - APPX01921)

RACHEAL H. MASTEL, ESQ. Nevada Bar No. 11646 Kainen Law Group, PLLC 3303 Novat Street, Suite 200 Las Vegas, Nevada 89129 Tel: (702) 823-4900 Fax: (702) 823-4488 Email: <a href="mailto:service@kainenlawgroup.com">service@kainenlawgroup.com</a>	SHELLEY LUBRITZ, ESQ. Nevada Bar No. 5410 Law Office Of Shelly Lubritz, PLLC 375 E. Warm Springs Road, #104 Las Vegas, Nevada 89119 Tel: (702)833-1300 Fax: (702) 442-9400 Email: <a href="mailto:shelley@lubritzlawoffice.com">shelley@lubritzlawoffice.com</a>
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ATTORNEY FOR APPELLANT      ATTORNEY FOR RESPONDENT

**LIST OF APPENDIX DOCUMENTS**

<u>Title of Document</u>	<u>Filing Date</u>	<u>Volume</u>	<u>Bates Stamp</u>
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AFFIRMATION

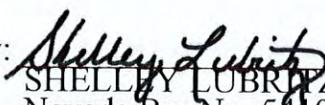
(Pursuant to NRS 239B.030)

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**

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

3  
4        BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to  
5 be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid  
6 thereon, addressed as follows:

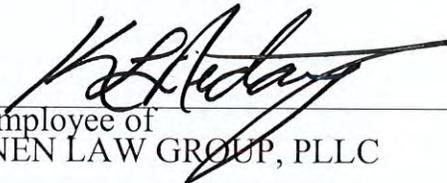
7        BY CERTIFIED MAIL: I caused a true copy thereof to be placed  
8 in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt  
9 requested, postage fully paid thereon, addressed as follows:

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

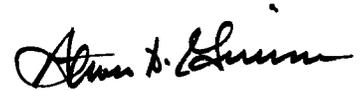
12   X   BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR  
13 Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet,  
14 to the following e-mail address(es):

15 shelley@lubritzlawoffice.com

16 daverose08@gmail.com

17   
18 An Employee of  
19 KAINEN LAW GROUP, PLLC

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CLERK OF THE COURT

1 **COMD**

2 REGINA M. McCONNELL, ESQ.  
3 Nevada State Bar No. 8029  
4 McCONNELL LAW, LTD.  
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6 Henderson, Nevada 89074  
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9 E-mail: Regina@MLVegas.com  
10 *Attorney for Plaintiff, David Rose*

7 **DISTRICT COURT, FAMILY DIVISION**

8 **CLARK COUNTY, NEVADA**

9 DAVID ROSE,  
10 Plaintiff,  
11 vs.

12 SARAH ROSE,  
13 Defendant.

CASE NO: D- 17 - 547250 - D

DEPT NO: I

14 **COMPLAINT FOR DIVORCE**

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

19 **I.**

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

25 **II.**

26 Plaintiff and Defendant were married on June 17, 2006 in Las Vegas, Nevada, and ever since have  
27 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.



VERIFICATION

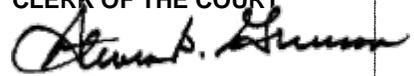
1  
2 I, DAVID ROSE, swear under penalty of perjury that the following statements are true and  
3 correct:

4 That I am the Plaintiff in the above-entitled action; that I have read the above and foregoing  
5 COMPLAINT FOR DIVORCE and know the contents thereof and that the same is true of my own  
6 knowledge, except as to those matters therein stated on information and belief, and as to those matters,  
7 I believe them to be true.  
8

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

10 Executed this 22 day of February, 2017

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13 DAVID ROSE  
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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**

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

DAVID ROSE,  
Plaintiff/Counterdefendant,

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

vs.

SARAH ROSE,  
Defendant/Counterclaimant.

**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.



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**II.**

That SARAH ROSE and DAVID ROSE were married on or about the 17<sup>th</sup> day of June, 2006, in the City of Las Vegas, County of Clark, State of Nevada, and ever since have been husband and wife.

**III.**

That there are three (3) minor children of this marriage: DAVID JAMES ROSE, date of birth: 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/2007; and, LILY PAIGE ROSE, date of birth: 05/24/2011. There are no minor children adopted by the parties, SARAH ROSE is not now pregnant, and the parties are not now Intended Parents.

**IV.**

The children's state of habitual residence is Nevada.

**V.**

That the parties should be awarded joint legal custody of the minor children.

**VI.**

That the parties should be awarded joint physical custody of the minor children.

**VII.**

That the Court should establish Orders for the support of the minor children pursuant NRS 125B.070, NRS 125B.080, Wright v. Osborn, 114 Nev. 1367 (1998), and Wesley v. Foster, 119 Nev. 110 (2003).

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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 That SARAH ROSE should be awarded spousal support.  
7

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

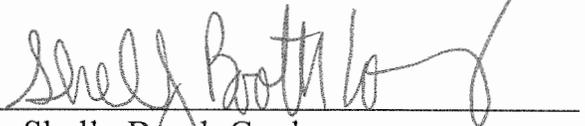
1 of Divorce, and that the parties hereto be released from all the  
2 obligations thereof and restored to the status of single persons;  
3

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

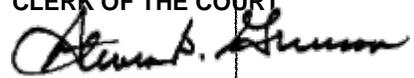
10 THE COOLEY LAW FIRM

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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Las Vegas, Nevada 89145  
Telephone Number: (702) 265-4505  
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E-mail: scooley@cooleylawlv.com  
Attorney for Defendant,  
SARAH ROSE

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

DAVID ROSE,  
  
Plaintiff,  
  
vs.  
  
SARAH ROSE,  
  
Defendant.

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

**STIPULATED PARENTING AGREEMENT**

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

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

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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
<u>Martin Luther King, Jr.'s Birthday:</u> 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
<u>Presidents' Day:</u> 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
<u>Easter Sunday:</u> 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
<u>Mother's Day:</u> 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
<u>Memorial Day:</u> This holiday shall be defined as the last Monday in May and shall begin at 3:00 p.m.	Mother	Father

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(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.		
<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
<u>Independence Day:</u> This holiday shall be defined as July 4 <sup>th</sup> 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 <sup>th</sup> and continue until July 5 <sup>th</sup> at 9:00 a.m.	Mother	Father
<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
<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
<u>Halloween:</u> Halloween shall be defined as beginning on October 31 <sup>st</sup> at 9:00 a.m. and concludes November 1 <sup>st</sup> at 9:00 a.m.	Father	Mother
<u>Veterans' Day:</u> This holiday shall be defined as November 11 <sup>th</sup> 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 <sup>th</sup> and continue until November 12 <sup>th</sup> at 9:00 a.m.	Father	Mother
<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
<u>Winter Break:</u> Winter Break shall be divided into two (2) periods with the first period commencing		

1 2 3 4 5	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 <sup>th</sup> , the parties shall exchange the children on December 26 <sup>th</sup> 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).		
6	<u>First Period/Christmas Day (December 25th)</u>	Mother	Father
7			
8	<u>Second Period/New Year's Day (January 1<sup>st</sup>)</u>	Father	Mother
9	<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
10			
11	<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 <sup>th</sup> . Mother's birthday is August 17 <sup>th</sup> .		
12			
13			
14	<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.		
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20 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and  
 21 DECREED that any holiday, break or special occasion not specifically mentioned  
 22 in this Decree shall be celebrated with the parent who is regularly scheduled to be  
 23 with the minor children on that day.

24 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and  
 25 DECREED that if either parent is required to work during their designated holiday  
 26 visitation time, the other parent will be entitled to have the children during the time  
 27 the other parent is working, without penalty to the working parent.  
 28

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  
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.

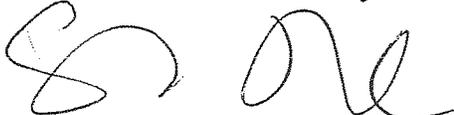
19 The above STIPULATED PARENTING AGREEMENT reflects the rights  
20 and obligations of each parent as they pertain to the legal and physical custody of  
21 the parents' minor children. The parents hereby agree to fully comply with the same;  
22 and in witness whereof, the parents hereto have hereunto 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

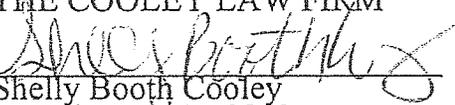
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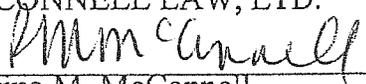
1 and ratify the same, and to enter the said STIPULATED PARENTING  
2 AGREEMENT as the Order of this Court in any divorce proceeding filed to  
3 terminate the parties' marriage.

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

5   
6 SARAH ROSE  
7 Defendant

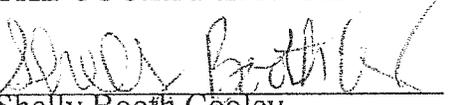
  
8 DAVID ROSE  
9 Plaintiff

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

18 McCONNELL LAW, LTD.  
19   
20 Regina M. McConnell  
21 Nevada Bar No. 8029  
22 9017 S. Pecos Road, Suite 4445  
23 Henderson, Nevada 89074  
24 Attorneys for Plaintiff,  
25 DAVID ROSE

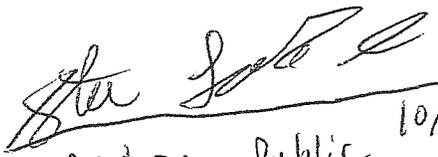
26 IT IS SO ORDERED this \_\_\_\_\_ day of OCT 25 2017, 2017.

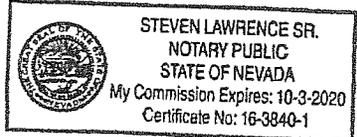
27   
28 District Court Judge

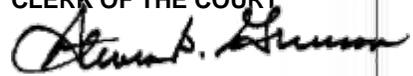
29 Respectfully Submitted:  
30 THE COOLEY LAW FIRM  
31   
32 Shelly Booth Cooley  
33 Nevada Bar No. 8992  
34 10161 Park Run Drive, Suite 150  
35 Las Vegas, Nevada 89145  
36 Attorneys for Defendant,  
37 SARAH ROSE

38 State of Nevada  
39 County of Clark

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

43   
44 Notary Public 10/11/17





1 **RPLY**

2 REGINA M. McCONNELL, ESQ.  
3 Nevada State Bar No. 8029  
4 McCONNELL LAW, LTD.  
5 9017 S. Pecos Road, Suite 4445  
6 Henderson, Nevada 89074  
7 Telephone: (702) 487-3100  
8 E-mail: Regina@MLVegas.com  
9 *Attorney for Plaintiff, David Rose*

10 **DISTRICT COURT, FAMILY DIVISION**

11 **CLARK COUNTY, NEVADA**

12 DAVID ROSE,

13 Plaintiff,

14 vs.

15 SARAH ROSE,

16 Defendant.

CASE NO: D-17-547250-D

DEPT NO: J

17 **REPLY TO COUNTERCLAIM FOR DIVORCE**

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

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

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

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

27 4. Answering Paragraph 4 of Counterclaimant's Counterclaim, Plaintiff admits each and  
28 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.

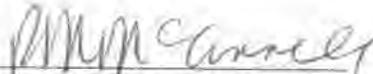
2. Answering Paragraph 2 of Counterclaimant's Prayer for Relief, Plaintiff agrees with each and every request contained therein.

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 15<sup>th</sup> day of December, 2017

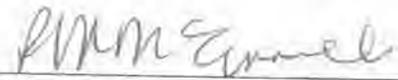
McCONNELL LAW, LTD.

  
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

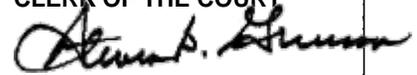
I, the undersigned, hereby certify that on 15<sup>th</sup> day of December, 2017, a true and correct copy of the foregoing REPLY TO COUNTERCLAIM, was served by electronic mail, pursuant to Clark County District Court Administrative Order 14-2 as identified in Rule 9 of the NEFCR to the following:

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



An employee of  
McCONNELL LAW, LTD.

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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,**

Case No. D-17-547250-D

Dept No. I

17 Plaintiff,

18 vs.

Date of Hearing: N/a

Time of Hearing: N/a

19 **SARAH JANEEN ROSE,**

20 Defendant.

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 17<sup>th</sup> 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 DAVID JOHN ROSE's current address is 8059 Torremolinos  
17 Avenue, Las Vegas, Nevada. SARAH JANEEN ROSE's current address  
18 is 63 Wyoming Avenue, Henderson, Nevada.  
19

20 The Court FINDS that DAVID JOHN ROSE is age 32, and is  
21 employed on a full-time basis with Las Vegas Metropolitan Police  
22 Department as a Sergeant. SARAH JANEEN ROSE is age 29, and is  
23 employed on a full-time basis with Academica-Doral Academy Pebble  
24 Campus.  
25  
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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  
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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  
7 THE COURT FINDS that there are three (3) minor children born  
8 the issue of this marriage: DAVID JAMES ROSE, date of birth:  
9 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/2007; and, LILY  
10 PAIGE ROSE, date of birth: 05/24/2011. The parties have no adopted  
11 children, SARAH JANEEN ROSE is not now pregnant and the parties are  
12 not Intended Parents.  
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 The Court FINDS that there is community property and community  
24 debt to be adjudicated by this Court.  
25

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

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.

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

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

2. The court may award reasonable attorney's fees and costs to the 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

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  
6 non-relocating parent to relocate with the child; and

7 (b) If the non-relocating parent refuses to give that consent,  
8 petition the court for primary physical custody for the purpose  
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  
10 Twenty-nine percent of DAVID JOHN ROSE's gross monthly income  
11 (\$2,514) minus twenty-nine percent of SARAH JANEEN ROSE's gross  
12 monthly income (\$628) is \$1,886.  
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  
7 Coverage for health care under a plan of insurance is "accessible" if  
8 the plan: (1) Is not limited to coverage within a geographical area; or (2)  
9 Is limited to coverage within a geographical area and the child resides  
10 within that geographical area.  
11

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

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

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

e. Reimbursement For Out-of-Pocket Expenses: A party who receives a written request for contribution for an out-of-pocket health care expense incurred by the other party must pay his or her share of the out-of-pocket expense to the paying party within thirty (30) days of receipt of 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.  
21  
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28

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 4) Pursuant to **NRS 125.450(2)**, the wages and commissions  
28 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 **C. Community Property:**

18 **1. Awarded to Plaintiff, DAVID JOHN ROSE:**

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

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

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  
27  
28

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  
12

13 c) All right, title and interest in the furniture and  
14 furnishings in his possession.  
15

16 d) All right, title and interest in the 2015 Dodge Challenger  
17 automobile in her possession, if any, subject to any  
18 encumbrances thereon. Both parties names are associated with  
19 the loan on said automobile. As such, DAVID JOHN ROSE  
20 shall have six (6) months to refinance said loan, removing  
21 SARAH JANEEN ROSE's name from said loan obligation.  
22  
23

24 e) Any and all bank or financial institution accounts in his  
25 name alone.  
26

27 g) All personal property and jewelry in his possession.  
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 sole and separate property, free of any claims of DAVID JOHN ROSE, sole  
7 ownership of the following:  
8

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  
26  
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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  
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 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  
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  
17  
18

19 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,  
20 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE  
21 hereby elect to have the division of their marital estate treated as a  
22 non-taxable transfer between spouses.  
23  
24

25 NOTICE IS FURTHER GIVEN that under Circular 230 Disclosure:  
26 To ensure compliance with United States Treasury Department  
27 Regulations, the parties are advised that, unless otherwise expressly  
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  
14 AND DECREED that the parties further admit and agree that each of  
15 them has had the opportunity to discuss with independent tax counselors,  
16 other than the attorney of record in the divorce action filed pertaining to  
17 the parties, concerning the income tax and estate tax implications and  
18 consequences with respect to the agreed upon division of properties and  
19 indebtedness, and SHELLY BOOTH COOLEY, and THE COOLEY LAW  
20 FIRM and REGINA M. MCCONNELL and MCCONNELL LAW, LTD.,  
21 were not expected to provide and, in fact, did not provide tax advice  
22 concerning this Decree of Divorce.  
23  
24  
25

26 . . .

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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

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

14 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,  
15 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE  
16 shall each have an immediate right to dispose of or bequeath by will his  
17 or her respective interests in and to any and all property belonging to him  
18 or her from and after the date hereof, and that such right shall extend to  
19 all of the aforesaid future acquisitions of property as well as to all  
20 property set over to either of the parties hereto under this Decree of  
21 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  
6 except as hereinafter provided, each hereby waive any and all right to the  
7  
8 estate of the other left at his or her death and forever quitclaim any and  
9  
10 all right to share in the estate of the other by the laws of succession, and  
11  
12 said parties hereby release one to the other all rights to inherit from the  
13  
14 other. Furthermore, said parties hereby renounce, one to the other, all  
15  
16 right to be administrator or administratrix, executor or executrix, of the  
17  
18 estate of the other, and said parties hereby waive any and all right to the  
19  
20 estate or any interest in the estate of the other by way of inheritance, or  
21  
22 otherwise, for family allowance therein or therefrom, to a probate or other  
23  
24 homestead upon any property of the other, and to have set aside to him or  
25  
26 her any property of the other exempt from execution, and from the date  
27  
28 of this Decree of Divorce to the end of the world, said waiver by each in  
the estate of the other party shall be effective, and said parties shall have  
all the rights of single persons and maintain the relationship of such  
toward each other.

...

...

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.

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

24 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED  
25 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE  
26 agree that they each have had a reasonable opportunity to seek the advice  
27  
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  
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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  
10  
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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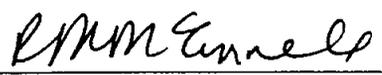
parties unless (a) made in writing and signed by both parties, or (b) contained in an order of a Court of competent jurisdiction.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
SARAH JANEEN ROSE

  
\_\_\_\_\_  
DAVID JOHN ROSE

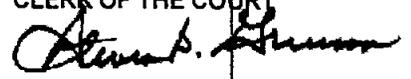
THE COOLEY LAW FIRM  
  
\_\_\_\_\_  
Shelly Booth Cooley  
Nevada Bar No. 8992  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Attorneys for Defendant,  
SARAH JANEEN ROSE

MCCONNELL LAW , LTD.  
  
\_\_\_\_\_  
Regina M. McConnell  
Nevada Bar No. 4445  
9017 S. Pecos Road, 4445  
Henderson, Nevada 89074  
Attorneys for Plaintiff,  
DAVID JOHN ROSE

IT IS SO ORDERED this \_\_\_\_ day of APR 09 2018, 2018.

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

# Exhibit “A”



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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 ROSE

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

DAVID ROSE,  
  
Plaintiff,  
  
vs.  
  
SARAH ROSE,  
  
Defendant.

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

**STIPULATED PARENTING AGREEMENT**

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

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

15

HOLIDAY	ODD YEAR	EVEN YEAR
<p>16 <u>Martin Luther King, Jr.'s Birthday:</u> 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.</p>	Father	Mother
<p>17 <u>Presidents' Day:</u> 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.</p>	Mother	Father
<p>18 <u>Easter Sunday:</u> 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.</p>	Father	Mother
<p>19 <u>Mother's Day:</u> 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).</p>	Mother	Mother
<p>20 <u>Memorial Day:</u> This holiday shall be defined as the last Monday in May and shall begin at 3:00 p.m.</p>	Mother	Father

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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 <sup>th</sup> 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 <sup>th</sup>		
15	and continue until July 5 <sup>th</sup> 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
29	beginning on October 31 <sup>st</sup> at 9:00 a.m. and		
30	concludes November 1 <sup>st</sup> at 9:00 a.m.		
31	<u>Veterans' Day:</u> This holiday shall be defined as	Father	Mother
32	November 11 <sup>th</sup> and the holiday will include the		
33	weekend if the holiday occurs on a Friday,		
34	Saturday, Sunday or Monday of any given year. In		
35	the event the holiday occurs on a Tuesday,		
36	Wednesday or Thursday, it will be treated as a one		
37	day holiday and shall begin at 9:00 a.m. on		
38	November 11 <sup>th</sup> and continue until November 12 <sup>th</sup>		
39	at 9:00 a.m.		
40	<u>Thanksgiving and Family Day:</u> This holiday shall	Mother	Father
41	be defined as the fourth Thursday in November		
42	and the Friday following the fourth Thursday in		
43	November and shall begin at 3:00 p.m. on the day		
44	school recesses preceding the holiday and		
45	concludes at 9:00 a.m. (or return to school) on the		
46	first weekday following the holiday.		
47	<u>Winter Break:</u> Winter Break shall be divided into		
48	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 <sup>th</sup> , the parties shall exchange		
5	the children on December 26 <sup>th</sup> 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 1<sup>st</sup>)</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 <sup>th</sup> . Mother's birthday is August		
21	17 <sup>th</sup> .		
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.		

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

24 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and  
 25 DECREED that if either parent is required to work during their designated holiday  
 26 visitation time, the other parent will be entitled to have the children during the time  
 27 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.

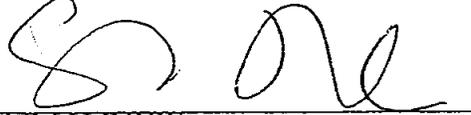
19 The above STIPULATED PARENTING AGREEMENT reflects the rights  
20 and obligations of each parent as they pertain to the legal and physical custody of  
21 the parents' minor children. The parents hereby agree to fully comply with the same;  
22 and in witness whereof, the parents hereto have hereunto 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

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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



8 DAVID ROSE  
9 Plaintiff

10 THE COOLEY LAW FIRM

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

18 McCONNELL LAW, LTD.

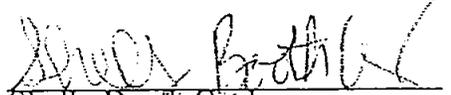
19   
20 Regina M. McConnell  
21 Nevada Bar No. 8029  
22 9017 S. Pecos Road, Suite 4445  
23 Henderson, Nevada 89074  
24 Attorneys for Plaintiff,  
25 DAVID ROSE

26 IT IS SO ORDERED this \_\_\_\_\_ day of OCT 25 2017, 2017.

27   
28 District Court Judge *alw*

Respectfully Submitted:

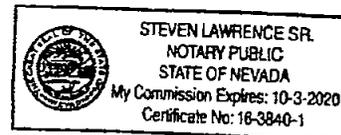
THE COOLEY LAW FIRM

  
Shelly Booth Cooley  
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

  
Notary Public 10/11/17



# 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.

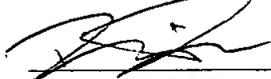
6. The parties shall follow and be subject to Department I's Behavior Order.

7. Sarah is waiving her community waste claim.

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

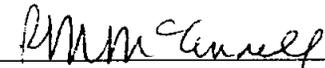
9. Each party acknowledges that they have been represented by counsel in the negotiation and preparation of this agreement, and voluntarily enters the agreement with full understanding of its terms. This agreement may be executed in counterparts.

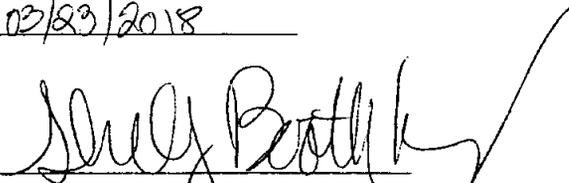
AFFIRMED AND AGREED

  
\_\_\_\_\_  
DAVID ROSE  
Dated: 3-23-18

  
\_\_\_\_\_  
SARAH ROSE  
Dated: 03/23/2018

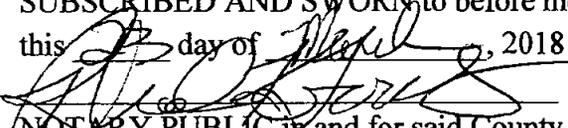
Approved as to Form and Content:

  
\_\_\_\_\_  
REGINA M. McConnell, ESQ.  
Counsel for David Rose

  
\_\_\_\_\_  
SHELLY BOOTH COOLEY, ESQ.  
Counsel for Sarah Rose

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK        )

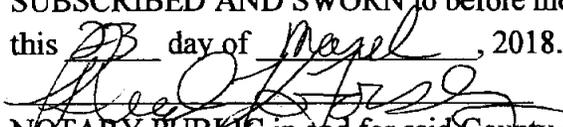
DAVID ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

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 March, 2018.

  
NOTARY PUBLIC in and for said County and State



# Exhibit “C”

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

\_\_\_\_\_

Plaintiff,

Case No: \_\_\_\_\_

vs.

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).

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

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

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

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

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

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

10. Neither party shall interfere with the other party's contact with the minor children, including but not limited to telephone, email, social networking contacts, etc.; where telephone/video conferencing is part of your parent contact you may not take a smart phone or iPad from a child as a means of discipline when a child uses this technology to contact the non-residential parent. You must maintain a device accessible to the child(ren) charged or with accessible charger at all times, absent a Court Order otherwise.

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11. Neither party shall threaten to commit or actually commit an act of violence upon the other party, upon the child(ren) in common of the parties, upon child(ren) not in common of a party, or upon the significant other, friend, relative, employer, employee, neighbor, etc. of a party.

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

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

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

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15. There shall be no invasion of the electronic devices, email accounts, social media accounts, separate bank accounts, safe deposit boxes, separate 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.

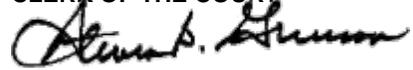
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CHERYL B. MOSS**  
DISTRICT COURT JUDGE  
FAMILY DIVISION DEPT. I

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> <p style="text-align: center;"><b>Plaintiff,</b></p> <p><b>vs.</b></p> <u>SARAH ROSE</u> <p style="text-align: center;"><b>Defendant.</b></p>	<p><b>Case No.</b> <u>D-17-547250-D</u></p> <p><b>Dept.</b> <u>I</u></p>
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**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

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

Annual Salary

	$\div$	$12$	$=$	$\$0.00$
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
<b>Total Average Other Income Received</b>			<b>\$1,383.00</b>

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

### 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) _____	
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>1,705.00</b>

### 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:			
<b>Total Average Business Expenses</b>			<b>0.00</b>

### 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:				
<b>Total Monthly Expenses</b>	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 <sup>st</sup>	David Rose	4-12-07	Both	Yes	No
2 <sup>nd</sup>	Carson Rose	4-12-07	Both	Yes	No
3 <sup>rd</sup>	Lily Rose	5-24-11	Both	Yes	No
4 <sup>th</sup>					

- 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 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> 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:				
<b>Total Monthly Expenses</b>	<b>305.00</b>	<b>255.00</b>	<b>200.00</b>	<b>0.00</b>

- 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	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$ 85,959.95</b>	-	<b>\$ 43,000.00</b>	=	<b>\$ 42,959.95</b>	

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.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 18,064.00</b>	





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:	3000180010	Check 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	2,906.88
YTD:	104,060.87	95,593.46		9,536.14	1,015.62	85,064.17

Earnings Summary			Deductions Summary		
	Unit	Current		Current	YTD
Regular	80.00	3,002.40	<b>Pre-Tax Deductions</b>		
Grave Shift 6%	80.00	213.98	LVMPD Trust EE Pre-T	120.70	0,216.00
A-2 8%	80.00	264.19	Deferred Comp	250.00	3,500.00
			LVMEBT - Rnd	66.46	1,727.96
			<b>Post-Tax Deductions</b>		
			PMBA Dues	42.93	1,015.62
			<b>Taxes</b>		
			TX Withholding Tax	337.55	9,074.23
			TX EE Medicare Tax	53.02	1,461.01

Leave Summary			Payments Information		
Quota	Earned	Balance	Quota	Earned	Balance
Vacation	4.62	133.20	Bonus Hour	0.00	20.00
Sick Leave	4.00	330.00			

Direct Deposit \*\*\*\*8874 2906.88



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		
	Unit	Current
Regular	70.00	2,776.20
Vacation	10.00	396.60
Call Back - Actual (DE)	0.50	29.97
Overtime	27.00	1,617.98

Deductions Summary		
	Current	YTD
<b>Pre-Tax Deductions</b>		
LVMPD Trust EE Pre-T	123.73	2,598.33
Deferred Comp	250.00	2,250.00
LVMEBT - RHS	66.46	1,395.66
<b>Post-Tax Deductions</b>		
PMSA Dues	42.93	800.97
<b>Taxes</b>		
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
Vacation	4.62	150.10	Bonus Hour	0.00	20.00		3885.13
Sick Leave	4.00	330.00					



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
YTD	76,584.24	70,757.97		5,826.57	5,803.80	758.04

Earnings Summary		
	Unit	Current
Regular	50.00-	1,983.00-R
Regular	80.00	3,172.80
Professional Leave	20.00	793.20 R
Bonus Leave	30.00	1,189.80 R

Deductions Summary		
	Current	YTD
<b>Pre-Tax Deductions</b>		
LVMPD Trust EE Pre-T	123.73	2,474.60
Deferred Comp	100.00	2,000.00
LVMEBT - RHS	66.46	1,329.20
<b>Post-Tax Deductions</b>		
PMSA Dues		758.04
<b>Taxes</b>		
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
Vacation	4.62	155.48	Bonus Hour	0.00	20.00		2678.70
Sick Leave	4.00	326.00					



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		
	Unit	Current
Regular	80.00	3,172.80
Holiday Pay for Work	10.00	428.30
FTEP 8%	80.00	253.82
Overtime	2.75	177.87

Deductions Summary		
	Current	YTD
<b>Pre-Tax Deductions</b>		
LVMPD Trust EE Pre-T	123.73	2,350.87
Deferred Comp	100.00	1,900.00
LVMEBT - RHS	66.46	1,262.74
<b>Post-Tax Deductions</b>		
PMSA Dues	42.93	758.04
<b>Taxes</b>		
TX Withholding Tax	288.70	4,592.61
TX EE Medicare Tax	56.68	1,030.05

Leave Summary					
Quota	Earned	Balance	Quota	Earned	Balance
Vacation	4.62	150.86	Bonus Hour	0.00	20.00
Sick Leave	4.00	322.00			

Payment Information		
Direct Deposit	****8874	3354.29



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
Regular	80.00	3,172.80	<b>Pre-Tax Deductions</b>		
Swing Shift	80.00	137.06	LVMPD Trust EE Pre-T	123.73	2,227.14
FTEP 8%	80.00	253.82	Deferred Comp	100.00	1,800.00
			LVMEBT - RHS	66.46	1,196.28
			<b>Post-Tax Deductions</b>		
			PMSA Dues	42.93	715.11
			<b>Taxes</b>		
			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		
Vacation	4.62	146.24	Bonus Hour	0.00	30.00	Direct Deposit ****8874	2962.35
Sick Leave	4.00	318.00					



## 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

Annual Income	÷	12	=	Gross Monthly Income
		Months		

### 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	<b>Varies</b>	<b>Varies</b>	<b>Varies</b>
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Workman's Compensation			
Other: _____			
<b>Total Other Income Received</b>			

**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		
<b>Total Monthly Expenses</b>	<b>\$3,873</b>			

- 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.

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

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

<b>Type of Expense</b>	<b>1<sup>st</sup> Child</b>	<b>2<sup>nd</sup> Child</b>	<b>3<sup>rd</sup> Child</b>	<b>4<sup>th</sup> Child</b>
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				
<b>Total Monthly Expenses</b>	\$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.

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



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
<b>YTD Gross:</b>		<b>957.60</b>				<b>Total Taxes:</b>		<b>41.92</b>
						<b>YTD Taxable</b>		<b>1859.95</b>

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

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

<b>Check Amount :</b>
<b>744.52</b>

**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
<b>YTD Gross:</b>		<b>905.40</b>				<b>Total Taxes:</b>		<b>35.95</b>
						<b>YTD Taxable</b>		<b>2765.35</b>

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

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

<b>Check Amount :</b>
<b>698.29</b>

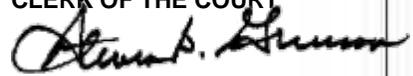
**DORAL PEBBLE**

Form W-2 Wage and Tax Statement 2017				7 Social security tips	1 Wages, tips, other comp.	2 Federal income tax withheld
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	4 Social security tax withheld
				9 Verification Code	5 Medicare wages and tips	6 Medicare tax withheld
				10 Dependent care benefits	11 Nonqualified plans	12a Code - See inst. for box 12
						DD 2730.08
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 <input checked="" type="checkbox"/>	14 Other           12b - 12d Codes	
				b Employer ID number 61-1441996		
				a Employee's social security number		
15 State Employer's state ID no.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

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

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

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



1 **AFFR**

2 McCONNELL LAW, LTD.  
3 REGINA M. McCONNELL, ESQ.  
4 Nevada State Bar No. 8029  
5 9017 S. Pecos Road, Suite 4445  
6 Henderson, Nevada 89074  
7 Telephone: (702) 487-3100  
8 E-mail: Regina@MLVegas.com  
9 *Attorney for Plaintiff, David Rose*

6 **DISTRICT COURT, FAMILY DIVISION**

7 **CLARK COUNTY, NEVADA**

9 DAVID ROSE,

10 Plaintiff,

11 vs.

12 SARAH ROSE,

13 Defendant.

CASE NO: D-17-547250-D

DEPT NO: I

14 **AFFIDAVIT OF RESIDENT WITNESS**

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

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

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

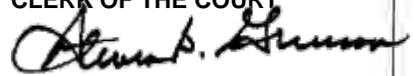
20 3. I have lived in Clark County, Nevada since 1990 and it is my intent to remain a resident  
21 of the State of Nevada for the foreseeable future.

22 4. I am the mother of the Petitioner, DAVID ROSE; I have been personally acquainted with  
23 him since birth; and I can personally verify that he currently lives at 8059 Torremolinos Avenue, Las  
24 Vegas, Nevada and has been a resident of Clark County, Nevada more than six weeks prior to the filing  
25 of this action.  
26  
27

28 ///

APPX0118





1 **RSD**

2 McCONNELL LAW, LTD.  
3 REGINA M. McCONNELL, ESQ.  
4 Nevada State Bar No. 8029  
5 9017 S. Pecos Road, Suite 4445  
6 Henderson, Nevada 89074  
7 Telephone: (702) 487-3100  
8 E-mail: Regina@MLVegas.com  
9 Attorney for Plaintiff, David Rose

6 **DISTRICT COURT, FAMILY DIVISION**

7 **CLARK COUNTY, NEVADA**

9 DAVID ROSE,

10 Plaintiff,

11 vs.

12 SARAH ROSE,

13 Defendant.

CASE NO: D-17-547250-D

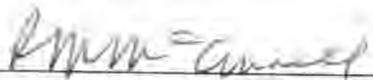
DEPT NO: 1

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

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

19 DATED this 23 day of March, 2018.

22 McCONNELL LAW, LTD.

23  
24   
25 REGINA M. McCONNELL, ESQ.  
26 Nevada State Bar No. 8029  
27 9017 S. Pecos Road, Suite 4445  
28 Henderson, Nevada 89074  
Attorney for Plaintiff, David Rose

APPX0120

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

1  
2 I, DAVID ROSE, depose and state as follows:

3 1. That I am the Plaintiff in this matter.

4  
5 2. That I have personal knowledge about the facts contained in this affidavit, save those  
6 stated upon information and belief, and as to those matters, I believe them to be true.

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

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

10  
11 5. That I have lived in Clark County, Nevada for more than six (6) weeks prior to the filing  
12 of the Complaint in this action.

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

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

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

18  
19 9. That I wish the Court to enter an absolute Decree of Divorce without a Hearing.

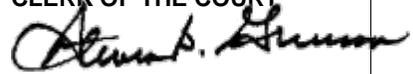
20 10. That there are three minor children born the issue of this marriage, to wit: DAVID ROSE,  
21 born April 12, 2007; CARSON ROSE, born April 12, 2007; and LILY ROSE, born May 24, 2011.

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

24 12. That the parties have entered into and filed an agreement as to the care, custody, control  
25 and support of the minor children, as outlined in the Stipulated Parenting Plan, which the parties agree  
26 is in the best interests of the children.  
27

28 ///





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 JANEEN ROSE

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

14 DAVID JOHN ROSE,  
15  
16 Plaintiff,

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

17 vs.

18 SARAH JANEEN ROSE,  
19  
20 Defendant.

21 **NOTICE OF ENTRY OF DECREE**

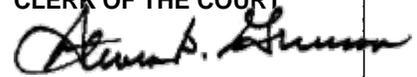
22 PLEASE TAKE NOTICE that a STIPULATED DECREE OF  
23 DIVORCE entered in the above-entitled matter on 04/11/2018. A copy of  
24 said Decree is attached hereto.

25 DATED this 9th day of April, 2018.

THE COOLEY LAW FIRM

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





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,**

Case No. D-17-547250-D

Dept No. I

17 Plaintiff,

18 vs.

Date of Hearing: N/a

Time of Hearing: N/a

19 **SARAH JANEEN ROSE,**

20 Defendant.

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 17<sup>th</sup> 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 DAVID JOHN ROSE's current address is 8059 Torremolinos  
18 Avenue, Las Vegas, Nevada. SARAH JANEEN ROSE's current address  
19 is 63 Wyoming Avenue, Henderson, Nevada.  
20

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  
7 THE COURT FINDS that there are three (3) minor children born  
8 the issue of this marriage: DAVID JAMES ROSE, date of birth:  
9 04/12/2007; CARSON DAVID ROSE, date of birth: 04/12/2007; and, LILY  
10 PAIGE ROSE, date of birth: 05/24/2011. The parties have no adopted  
11 children, SARAH JANEEN ROSE is not now pregnant and the parties are  
12 not Intended Parents.  
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 The Court FINDS that there is community property and community  
24 debt to be adjudicated by this Court.  
25

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

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.

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

1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent shall, before relocating:
  - (a) Attempt to obtain the written consent of the noncustodial parent to relocate with the child; and
  - (b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child.
  
2. The court may award reasonable attorney's fees and costs to the 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

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  
6 non-relocating parent to relocate with the child; and

7 (b) If the non-relocating parent refuses to give that consent,  
8 petition the court for primary physical custody for the purpose  
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  
10 Twenty-nine percent of DAVID JOHN ROSE's gross monthly income  
11 (\$2,514) minus twenty-nine percent of SARAH JANEEN ROSE's gross  
12 monthly income (\$628) is \$1,886.  
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       medical support for the child, if available as a benefit of employment and  
14       is reasonable in cost and accessible. Medical support includes, without  
15       limitation, coverage for health care under a plan of insurance that is  
16       reasonable in cost and accessible, including, without limitation, the  
17       payment of any premium, co-payment or deductible and the payment of  
18       medical expenses.  
19  
20  
21

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

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  
7 Coverage for health care under a plan of insurance is "accessible" if  
8 the plan: (1) Is not limited to coverage within a geographical area; or (2)  
9 Is limited to coverage within a geographical area and the child resides  
10 within that geographical area.  
11

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

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

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

e. Reimbursement For Out-of-Pocket Expenses: A party who receives a written request for contribution for an out-of-pocket health care expense incurred by the other party must pay his or her share of the out-of-pocket expense to the paying party within thirty (30) days of receipt of 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.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the  
22 parties shall alternate the dependent child tax deduction such that  
23 DAVID JOHN ROSE will claim the dependent child tax deduction for the  
24 child DAVID JAMES ROSE on his income taxes beginning with 2018, and  
25 every year thereafter, and SARAH JANEEN ROSE will claim the  
26 dependent child tax deduction for the child CARSON DAVID ROSE on  
27 her income taxes beginning with 2018, and every year thereafter. The  
28 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 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 4) Pursuant to **NRS 125.450(2)**, the wages and commissions  
28 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 **C. Community Property:**

18 **1. Awarded to Plaintiff, DAVID JOHN ROSE:**

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

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

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  
27  
28

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  
12  
13

14 c) All right, title and interest in the furniture and  
15 furnishings in his possession.

16 d) All right, title and interest in the 2015 Dodge Challenger  
17 automobile in her possession, if any, subject to any  
18 encumbrances thereon. Both parties names are associated with  
19 the loan on said automobile. As such, DAVID JOHN ROSE  
20 shall have six (6) months to refinance said loan, removing  
21 SARAH JANEEN ROSE's name from said loan obligation.  
22  
23

24 e) Any and all bank or financial institution accounts in his  
25 name alone.  
26

27 g) All personal property and jewelry in his possession.  
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.  
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 **D. Community Debt:**

13  
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 b) Any and all debts in his name alone.

24  
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 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  
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  
3 married name: SARAH JANEEN ROSE.

4 **H. Tax Provisions:**

5 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,  
6  
7 AND DECREED that SARAH JANEEN ROSE and DAVID JOHN ROSE  
8 shall file separate tax returns beginning with the calendar year of 2018.  
9  
10 Each party will report their own individual employment earnings, income,  
11 gains and/or deductions arising from the assets and debts awarded to  
12 them herein, and the parties agree to indemnify and hold harmless the  
13 other from any tax penalties or interest related to their individual tax  
14 obligation. Should there be any corrections to any previous tax returns,  
15 then each respective party shall be solely responsible for any portion of  
16  
17 any liability resulting from that party's respective income.  
18

19 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,  
20  
21 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE  
22 hereby elect to have the division of their marital estate treated as a  
23 non-taxable transfer between spouses.  
24

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

26 . . .

27 . . .  
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  
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16 **J. RIGHT TO DISPOSE OF PROPERTY BY WILL**

17 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED,  
18 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE  
19 shall each have an immediate right to dispose of or bequeath by will his  
20 or her respective interests in and to any and all property belonging to him  
21 or her from and after the date hereof, and that such right shall extend to  
22 all of the aforesaid future acquisitions of property as well as to all  
23 property set over to either of the parties hereto under this Decree of  
24 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  
6 except as hereinafter provided, each hereby waive any and all right to the  
7  
8 estate of the other left at his or her death and forever quitclaim any and  
9  
10 all right to share in the estate of the other by the laws of succession, and  
11  
12 said parties hereby release one to the other all rights to inherit from the  
13  
14 other. Furthermore, said parties hereby renounce, one to the other, all  
15  
16 right to be administrator or administratrix, executor or executrix, of the  
17  
18 estate of the other, and said parties hereby waive any and all right to the  
19  
20 estate or any interest in the estate of the other by way of inheritance, or  
21  
22 otherwise, for family allowance therein or therefrom, to a probate or other  
23  
24 homestead upon any property of the other, and to have set aside to him or  
25  
26 her any property of the other exempt from execution, and from the date  
27  
28 of this Decree of Divorce to the end of the world, said waiver by each in  
the estate of the other party shall be effective, and said parties shall have  
all the rights of single persons and maintain the relationship of such  
toward each other.

...

...

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.

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

24 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED  
25 AND DECREED that DAVID JOHN ROSE and SARAH JANEEN ROSE  
26 agree that they each have had a reasonable opportunity to seek the advice  
27  
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.  
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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  
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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  
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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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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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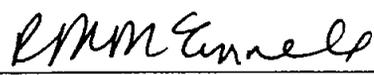
parties unless (a) made in writing and signed by both parties, or (b) contained in an order of a Court of competent jurisdiction.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
SARAH JANEEN ROSE

  
\_\_\_\_\_  
DAVID JOHN ROSE

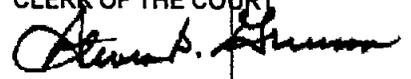
THE COOLEY LAW FIRM  
  
\_\_\_\_\_  
Shelly Booth Cooley  
Nevada Bar No. 8992  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Attorneys for Defendant,  
SARAH JANEEN ROSE

MCCONNELL LAW , LTD.  
  
\_\_\_\_\_  
Regina M. McConnell  
Nevada Bar No. 4445  
9017 S. Pecos Road, 4445  
Henderson, Nevada 89074  
Attorneys for Plaintiff,  
DAVID JOHN ROSE

IT IS SO ORDERED this \_\_\_\_\_ day of APR 09 2018, 2018.

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

# Exhibit “A”



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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 ROSE

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

DAVID ROSE,  
  
Plaintiff,  
  
vs.  
  
SARAH ROSE,  
  
Defendant.

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

**STIPULATED PARENTING AGREEMENT**

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

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

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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
<u>Martin Luther King, Jr.'s Birthday:</u> 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
<u>Presidents' Day:</u> 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
<u>Easter Sunday:</u> 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
<u>Mother's Day:</u> 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
<u>Memorial Day:</u> 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 <sup>th</sup> 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 <sup>th</sup>		
15	and continue until July 5 <sup>th</sup> 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
29	beginning on October 31 <sup>st</sup> at 9:00 a.m. and		
30	concludes November 1 <sup>st</sup> at 9:00 a.m.		
31	<u>Veterans' Day:</u> This holiday shall be defined as	Father	Mother
32	November 11 <sup>th</sup> and the holiday will include the		
33	weekend if the holiday occurs on a Friday,		
34	Saturday, Sunday or Monday of any given year. In		
35	the event the holiday occurs on a Tuesday,		
36	Wednesday or Thursday, it will be treated as a one		
37	day holiday and shall begin at 9:00 a.m. on		
38	November 11 <sup>th</sup> and continue until November 12 <sup>th</sup>		
39	at 9:00 a.m.		
40	<u>Thanksgiving and Family Day:</u> This holiday shall	Mother	Father
41	be defined as the fourth Thursday in November		
42	and the Friday following the fourth Thursday in		
43	November and shall begin at 3:00 p.m. on the day		
44	school recesses preceding the holiday and		
45	concludes at 9:00 a.m. (or return to school) on the		
46	first weekday following the holiday.		
47	<u>Winter Break:</u> Winter Break shall be divided into		
48	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 <sup>th</sup> , the parties shall exchange		
5	the children on December 26 <sup>th</sup> 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 1<sup>st</sup>)</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 <sup>th</sup> . Mother's birthday is August		
21	17 <sup>th</sup> .		
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.		

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

24 IT IS STIPULATED AND THEREFORE ORDERED, ADJUDGED and  
25 DECREED that if either parent is required to work during their designated holiday  
26 visitation time, the other parent will be entitled to have the children during the time  
27 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.

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

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

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

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

IT IS STIPULATED and THEREFORE ORDERED, ADJUDGED AND DECREED that, by and between the parties hereto, that the above and foregoing STIPULATED PARENTING AGREEMENT is acceptable to the parents, is fair, is 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.

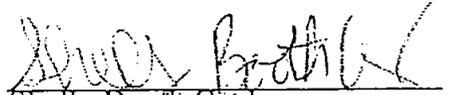
13   
14 Regina M. McConnell  
15 Nevada Bar No. 8029  
16 9017 S. Pecos Road, Suite 4445  
17 Henderson, Nevada 89074  
18 Attorneys for Plaintiff,  
19 DAVID ROSE

20 IT IS SO ORDERED this \_\_\_\_ day of OCT 25 2017, 2017.

21   
District Court Judge

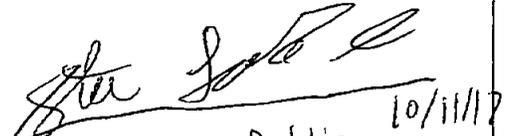
22 Respectfully Submitted:

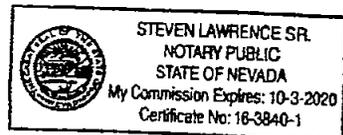
23 THE COOLEY LAW FIRM

24   
25 Shelly Booth Cooley  
26 Nevada Bar No. 8992  
27 10161 Park Run Drive, Suite 150  
28 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

  
Notary Public 10/11/17



# 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.

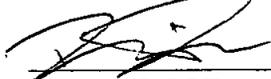
6. The parties shall follow and be subject to Department I's Behavior Order.

7. Sarah is waiving her community waste claim.

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

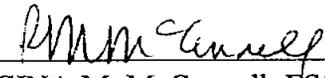
9. Each party acknowledges that they have been represented by counsel in the negotiation and preparation of this agreement, and voluntarily enters the agreement with full understanding of its terms. This agreement may be executed in counterparts.

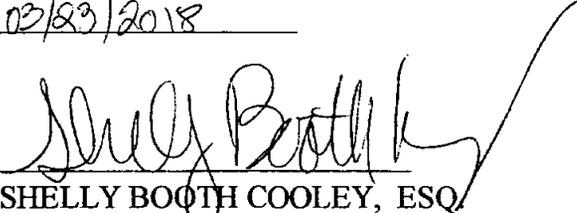
AFFIRMED AND AGREED

  
\_\_\_\_\_  
DAVID ROSE  
Dated: 3-23-18

  
\_\_\_\_\_  
SARAH ROSE  
Dated: 03/23/2018

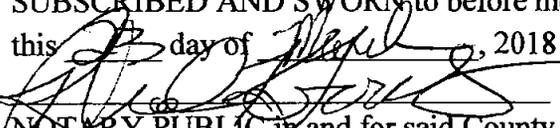
Approved as to Form and Content:

  
\_\_\_\_\_  
REGINA M. McConnell, ESQ.  
Counsel for David Rose

  
\_\_\_\_\_  
SHELLY BOOTH COOLEY, ESQ.  
Counsel for Sarah Rose

STATE OF NEVADA        )  
  ) ss:  
COUNTY OF CLARK        )

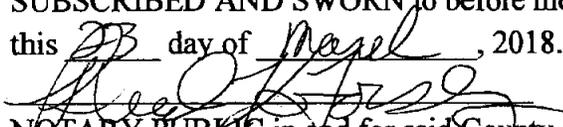
DAVID ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

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 March, 2018.

  
NOTARY PUBLIC in and for said County and State



# Exhibit “C”

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

\_\_\_\_\_

Plaintiff,

Case No: \_\_\_\_\_

vs.

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).

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

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

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

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

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

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

10. Neither party shall interfere with the other party's contact with the minor children, including but not limited to telephone, email, social networking contacts, etc.; where telephone/video conferencing is part of your parent contact you may not take a smart phone or iPad from a child as a means of discipline when a child uses this technology to contact the non-residential parent. You must maintain a device accessible to the child(ren) charged or with accessible charger at all times, absent a Court Order otherwise.

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3 11. Neither party shall threaten to commit or actually commit an act of  
4 violence upon the other party, upon the child(ren) in common of the parties, upon  
5 child(ren) not in common of a party, or upon the significant other, friend,  
6 relative, employer, employee, neighbor, etc. of a party.

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

13  
14 13. In the event of an emergency or unforeseen circumstance that could  
15 affect an exchange of the child or the time of the exchange, the party  
16 experiencing the emergency shall contact the other party as soon as reasonably  
17 possible.  
18

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

24  
25 15. There shall be no invasion of the electronic devices, email accounts,  
26 social media accounts, separate bank accounts, safe deposit boxes, separate  
27 residences or separate vehicles, etc. of the other party.  
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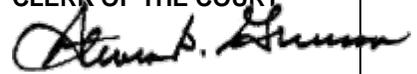
16. Except as modified herein, all other court orders remain in full force and effect.

**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.

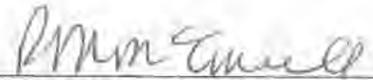
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1 This Motion is based on all pleadings, exhibits, points, and authorities, Affidavit of DAVID  
2 ROSE and any arguments at the time of said hearing.

3 DATED this 25<sup>th</sup> 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**

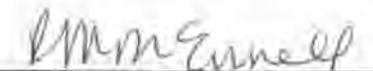
13 TO: SARAH ROSE, Defendant; and

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 25<sup>th</sup> 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

### L. STATEMENT OF FACTS

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2  
3 Plaintiff ("David") and Defendant ("Sarah") were ordered to attend mediation with an  
4 attorney settlement master on November 1, 2017 at the Case Management Conference. As a result,  
5 the parties attended mediation with Rhonda K. Forsberg on March 23, 2018 and the parties reached an  
6 agreement. At the outset of the mediation, when all parties were sitting together, Ms. Forsberg  
7 discussed how the process would work and the issues that would be addressed to try to get the case  
8 settled. The parties both actively participated in the mediation and it and the parties agreed that  
9 David's Nevada PERS pension would be divided per Gemma, that David would pay Sarah a lump  
10 sum payment from his share of the house proceeds as taxable alimony and they agreed upon child  
11 support arrears. Defendant's counsel began working on a Decree during the mediation but  
12 unfortunately, her computer ran out of battery. As such, a Memorandum of Understanding  
13 ("Memorandum") was drafted setting forth the full terms of the agreement. (See Memorandum of  
14 Understanding, Exhibit 1, attached to Plaintiff's Appendix of Exhibits.) The Memorandum, which  
15 was attached to the Decree, did not specify that Sarah would receive any survivor benefits from  
16 David's pension because David did not agree to any such term. Further, there was no agreement that  
17 David would be solely responsible for the children's healthcare premiums. After leaving the  
18 mediation, Sarah's counsel was able to get to a computer locally (near the mediator's office) so as to  
19 get the Decree finalized and signed. Unfortunately, upon a later reading of the Decree, it came to  
20 undersigned counsel's attention that Sarah had included an award of the PERS survivor benefit  
21 option, even though it was never agreed upon. To this end, the Decree has indicated that David will  
22 be responsible for providing insurance for the children, without giving him the benefit of the cost,  
23 which was not in the Memorandum. Further, the Decree states that David is awarded one-half of the  
24 community portion of his LVMPD pension pursuant to Gemma v Gemma and Fondi v Fondi and  
25  
26  
27  
28

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 7 IL. LEGAL ARGUMENT

### 8 A. THE DECREE MUST BE SET ASIDE BASED UPON MISTAKE BECAUSE THE PARTIES 9 DID NOT AGREE

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. Dunt*,  
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 P.2d 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 93% 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.  
27  
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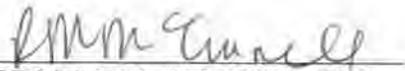
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III. CONCLUSION

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 25<sup>th</sup> 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

1  
2 I, DAVID ROSE, declare under penalty of perjury that the following statements are true and  
3 correct:

- 4 1. That I am the Plaintiff in the above-entitled matter.  
5 2. That I have read the above and foregoing Motion and know the contents thereof and  
6 that the same is true of my own knowledge, except as to those matters therein stated on information  
7 and belief, and as to those matters, I believe them to be true.  
8

9 3. That I attended mediation and the agreed upon terms were set forth in a Memorandum  
10 of Understanding.

11 4. That I never agreed to give Sarah any portion of my survivor benefits from my  
12 pension.  
13

14 Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and  
15 correct to the best of my knowledge and belief.

16 Executed this 25 day of April, 2018.

17  
18   
19 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.

<input type="checkbox"/> <b>\$25</b>	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
<input checked="" type="checkbox"/> <b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input checked="" type="checkbox"/>	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 <u>4/11/2018</u> .
<input type="checkbox"/>	Other Excluded Motion (must specify) _____.

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

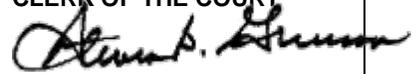
<input checked="" type="checkbox"/> <b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
<input type="checkbox"/> <b>\$129</b>	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-	
<input type="checkbox"/> <b>\$57</b>	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:	
<input checked="" type="checkbox"/> <b>\$0</b>	<input type="checkbox"/> <b>\$25</b> <input type="checkbox"/> <b>\$57</b> <input type="checkbox"/> <b>\$82</b> <input type="checkbox"/> <b>\$129</b> <input type="checkbox"/> <b>\$154</b>

Party filing Motion/Opposition: Plaintiff Date April 25, 2018

Signature of Party or Preparer *pmcConnell*



**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.

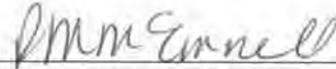
Exhibit No	Description	Bates No
1	Memorandum of Understanding	PLA 001 - PLA 003

///  
  
///  
  
///  
  
///

1 This Appendix is filed pursuant to EDCR 5.205(d).

2 DATED this 25<sup>th</sup> 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*

10  
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# 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.

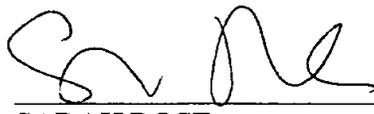
7. Sarah is waiving her community waste claim.

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.

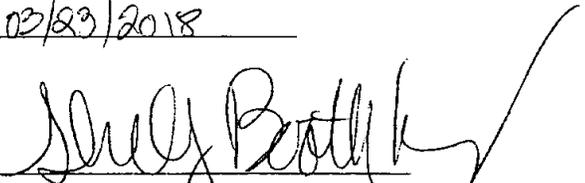
AFFIRMED AND AGREED

  
\_\_\_\_\_  
DAVID ROSE  
Dated: 3-23-18

  
\_\_\_\_\_  
SARAH ROSE  
Dated: 03/23/2018

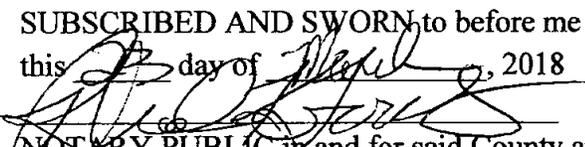
Approved as to Form and Content:

  
\_\_\_\_\_  
REGINA M. McConnell, ESQ.  
Counsel for David Rose

  
\_\_\_\_\_  
SHELLY BOOTH COOLEY, ESQ.  
Counsel for Sarah Rose

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK     )

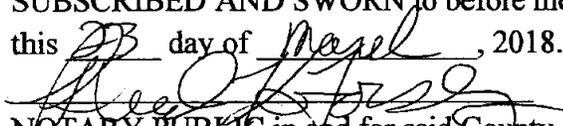
DAVID ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

SUBSCRIBED AND SWORN to before me  
this 23 day of March, 2018  
  
\_\_\_\_\_  
NOTARY PUBLIC in and for said County and State

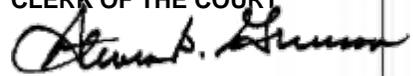


SARAH ROSE did appear before me on the date set forth below, provided appropriate identification, and did sign the foregoing Marital Settlement Agreement as acknowledgement and agreement with its terms.

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

  
NOTARY PUBLIC in and for said County and State





1 COS  
2 REGINA M. McCONNELL, ESQ.  
3 Nevada Bar No. 8029  
4 MCCONNELL LAW, LTD.  
5 9017 S. Pecos Road, Suite 4445  
6 Henderson, Nevada 89074  
7 Telephone: (702) 487-3100  
8 Regina@MLVegas.com  
9 Attorneys for Plaintiff, David Rose

6 DISTRICT COURT, FAMILY DIVISION  
7 CLARK COUNTY, NEVADA

9 DAVID ROSE,  
10 Plaintiff,  
11 vs.  
12 SARAH ROSE,  
13 Defendant.

CASE NO: D-17-547250-D  
DEPT NO: I

14 CERTIFICATE OF SERVICE

15 I, the undersigned, hereby certify that on 26<sup>th</sup> day of April, 2018, a true and correct copy of the  
16 PLAINTIFF'S MOTION TO SET ASIDE THE PARAGRAPH REGARDING SURVIVOR BENEFITS IN  
17 THE DECREE OF DIVORCE BASED UPON MISTAKE and PLAINTIFF'S APPENDIX OF EXHIBITS IN  
18 SUPPORT OF PLAINTIFF'S MOTION TO SET SIDE THE PARAGRAPH REGARDING SURVIVOR  
19 BENEFITS IN THE DECREE OF DIVORCE BASED UPON MISTAKE, was served by electronic mail,  
20 pursuant to Clark County District Court Administrative Order 14-2 as identified in Rule 9 of the  
21 NEFCR, and addressed to the following:

23 Shelly Booth Cooley, Esq.  
24 THE COOLEY LAW FIRM  
25 E-mail: Scooley@cooleylawlv.com  
26 Attorney for Defendant

27   
28 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	
<b>Case Number</b>	D-17-547250-D
<b>Case Style</b>	David Rose, Plaintiffvs.Sarah Rose, Defendant.
<b>Date/Time Submitted</b>	4/25/2018 7:25 PM PST
<b>Filing Type</b>	Motion - MOT (FAM)
<b>Filing Description</b>	Motion to Set Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce Based upon Mistake
<b>Filed By</b>	Regina McConnell
<b>Service Contacts</b>	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	
<b>Served Document</b>	<a href="#">Download Document</a>
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## Regina McConnell

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**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



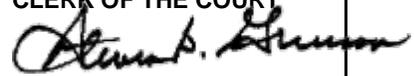
## Notification of Service

Case Number: D-17-547250-D  
Case Style: David Rose, Plaintiffvs.Sarah Rose, Defendant.  
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Filing Details	
<b>Case Number</b>	D-17-547250-D
<b>Case Style</b>	David Rose, Plaintiffvs.Sarah Rose, Defendant.
<b>Date/Time Submitted</b>	4/25/2018 7:25 PM PST
<b>Filing Type</b>	Exhibits - EXHS (FAM)
<b>Filing Description</b>	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
<b>Filed By</b>	Regina McConnell
<b>Service Contacts</b>	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	
<b>Served Document</b>	<a href="#">Download Document</a>
This link is active for 7 days.	



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 JANEEN ROSE

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

9 DAVID JOHN ROSE,  
10 Plaintiff,  
11 vs.  
12 SARAH JANEEN ROSE,  
13 Defendant.

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

Date of Hearing: 07/23/2018  
Time of Hearing: 10:30 a.m.

16 **DEFENDANT'S OPPOSITION TO MOTION TO SET ASIDE THE**  
17 **PARAGRAPH REGARDING SURVIVOR BENEFITS IN THE**  
18 **DECREE OF DIVORCE BASED ON MISTAKE**  
19 **AND**  
20 **COUNTER-MOTION FOR ATTORNEYS' FEES AND COSTS**

DATE OF HEARING: 07/23/2018  
TIME OF HEARING: 10:30 a.m.  
ORAL ARGUMENT REQUESTED: YES

21 Defendant, SARAH JANEEN ROSE, by and through her attorney  
22 of record, Shelly Booth Cooley, and The Cooley Law Firm, hereby files her  
23 Opposition to Motion to Set Aside the Paragraph Regarding Survivor  
24 Benefits in the Decree of Divorce Based on Mistake and Counter-motion  
25 for Attorneys' Fees and Costs. By this Opposition and Counter-Motion,  
26 SARAH JANEEN ROSE seeks the following specific relief:

- 27 1. That this Court deny DAVID JOHN ROSE's Motion in its  
28 entirety;

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- 2. For an award of attorneys' fees and costs; and,
- 3. For such additional relief as the Court deems appropriate.

This Opposition and Counter-Motion is made and based upon the attached Points and Authorities and Exhibits, the supporting Short Form Declaration of SARAH JANEEN ROSE, the papers and pleadings on file herein, and any oral argument and evidence to be adduced at the hearing of this matter.

Dated this 10 day of May, 2018.

THE COOLEY LAW FIRM

By: /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 JANEEN ROSE

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**NOTICE OF COUNTER-MOTION**

**TO: ALL INTERESTED PARTIES:**

Please take notice that the hearing on the DEFENDANT’S COUNTER-MOTION FOR ATTORNEYS’ FEES AND COSTS will be heard in Department L of the Eighth Judicial District Court located at ☒ Family Courts & Services Center, 601 North Pecos Road, Las Vegas, Nevada, or ☐ Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, on the 23<sup>RD</sup> day of July, 2018, at the hour of 10:30 a.m., or as soon thereafter as counsel can be heard.

Dated this 10 day of May, 2018.

**THE COOLEY LAW FIRM**

By /s/ Shelly Booth Cooley  
Shelly Booth Cooley  
Nevada State Bar No. 8992  
10161 Park Run Drive, Suite 150  
Attorney for Defendant,  
**SARAH JANEEN ROSE**

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 contract's 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.

As stated in David's Motion, the parties specifically discussed and  
agreed during the settlement conference that David wanted the children  
to receive the benefit of his survivor benefits. Given that:

- (1) One hundred percent (100%) of David's employment and  
pension occurred during the parties' almost 12 year marriage;

...

- 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 NRC  
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  
12 and character of the parties where they affect the importance  
13 of the litigation; (3) the work actually performed by the lawyer:  
14 the skill, time and attention given to the work; (4) the result:  
15 whether the attorney was successful and what benefits were  
16 derived. Furthermore, good judgment would dictate that each  
17 of these factors be given consideration by the trier of fact and  
18 that no one element should predominate or be given undue  
19 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,

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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

MOFI

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:

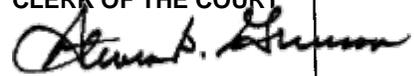
- \$0**    **\$25**    **\$57**    **\$82**    **\$129**    **\$154**

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  
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-D  
Dept No. I

11 vs.

12 SARAH ROSE,  
13 Defendant.

DATE OF HEARING: 08/28/2018  
TIME OF HEARING: 10:30 a.m.

14 **ORDER**

15 This matter having come before the Honorable Kathy A. Hardcastle  
16 and this Court on August 28, 2018, regarding Plaintiff's Motion to Set  
17 Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce  
18 Based on Mistake and Defendant's Opposition and Counter-Motion for  
19 Attorneys' Fees and Costs; Plaintiff, DAVID ROSE, present and  
20 represented by his counsel of record, Regina M. McConnell and McConnell  
21 Law Group; Defendant, SARAH ROSE, present and represented by her  
22 counsel of record, Shelly Booth Cooley, and The Cooley Law Firm; the  
23 Court having considered the papers and pleadings on file herein, as well  
24 as the argument of counsel and the parties, the Court hereby FINDS and  
25 ORDERS as follows:

26 The Court FINDS that the Stipulated Decree of Divorce was filed on  
27 or about April 11, 2018.  
28

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

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24 04/11/2018. (Video Record at 11:06:41-44)

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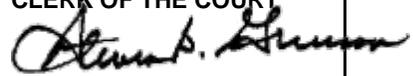
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12 32)

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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 1<sup>st</sup> 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

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that on the 1 day of October,  
3 2018, a true and correct copy of the foregoing NOTICE OF ENTRY OF  
4 ORDER AND WITHDRAWAL OF COUNSEL was served upon each of  
5 the parties:

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

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

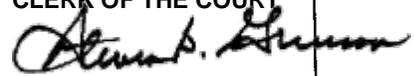
14   x   **BY ELECTRONIC SERVICE:** Pursuant to EDCR 7.26(a)(4), via  
15 electronic transmission through the Court's electronic filing  
16 system.

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

21 Regina M. McConnell  
22 McConnell Law Group  
23 9017 S. Pecos Road, Suite 4445  
24 Henderson, Nevada 89074  
25 Attorney for Plaintiff,  
26 DAVID ROSE

27 SARAH ROSE  
28 5087 Penryn Court  
Las Vegas, Nevada 89139  
Defendant in Proper Person

/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  
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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-D  
Dept No. I

DATE OF HEARING: 08/28/2018  
TIME OF HEARING: 10:30 a.m.

14 **ORDER**

15 This matter having come before the Honorable Kathy A. Hardcastle  
16 and this Court on August 28, 2018, regarding Plaintiff's Motion to Set  
17 Aside the Paragraph Regarding Survivor Benefits in the Decree of Divorce  
18 Based on Mistake and Defendant's Opposition and Counter-Motion for  
19 Attorneys' Fees and Costs; Plaintiff, DAVID ROSE, present and  
20 represented by his counsel of record, Regina M. McConnell and McConnell  
21 Law Group; Defendant, SARAH ROSE, present and represented by her  
22 counsel of record, Shelly Booth Cooley, and The Cooley Law Firm; the  
23 Court having considered the papers and pleadings on file herein, as well  
24 as the argument of counsel and the parties, the Court hereby FINDS and  
25 ORDERS as follows:

26 The Court FINDS that the Stipulated Decree of Divorce was filed on  
27 or about April 11, 2018.  
28

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

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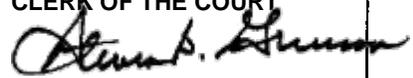
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1 MTN  
2 EDWARD L. KAINEN, ESQ.  
3 Nevada Bar No. 5029  
4 RACHEAL H. MASTEL, ESQ.  
5 Nevada Bar No. 11646  
6 KAINEN LAW GROUP, PLLC  
7 3303 Novat Street, Suite 200  
8 Las Vegas, Nevada 89129  
9 (702) 823-4900  
10 (702) 823-4488 (Fax)  
11 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

11 DAVID ROSE,  
12  
13 Plaintiff,

14 vs.

15 SARAH ROSE,  
16  
17 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:     

18 **NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO**  
19 **FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF**  
20 **THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY OF**  
21 **YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS**  
22 **MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK**  
23 **OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS**  
24 **MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED**  
25 **BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED**  
26 **HEARING DATE.**

24 **DEFENDANT'S MOTION TO ALTER OR AMEND JUDGEMENT,**  
25 **OR IN THE ALTERNATIVE FOR NEW TRIAL**  
26 **PURSUANT TO NRCP 59(a)(7)**  
27 **AND**  
28 **FOR ATTORNEY'S FEES AND COSTS**

27 COMES NOW, Defendant, SARAH ROSE, by and through her attorney,  
28 RACHEAL H. MASTEL, ESQ., of the law firm of KAINEN LAW GROUP, PLLC,  
and moves this Court for the following relief:



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.

24 ...

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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.”<sup>1</sup>

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 <sup>1</sup> 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.<sup>2</sup> 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

27 \_\_\_\_\_  
28 <sup>2</sup> 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  
discovered in time . . . under Rule 59(b);
- 15 (3) fraud . . . of an adverse party;
- 16 (4) the judgment is void; or,
- (5) the judgment has been satisfied . . .

17 NRCP 60(b).

18 It is immediately clear that there is no newly discovered evidence, the judgement is not  
19 void, nor has it been "satisfied." Although Husband makes some reference to the idea that  
20 Wife committed "fraud," by including the option 2 election and awarding her survivor  
21 benefits, the reality is there can be no fraud because Husband was given an opportunity  
22 to review and sign the Decree, as was his counsel.

23 Therefore, Husband's only "ground" for pursuing a set aside is NRCP  
24 60(b)(1) - mistake and excusable neglect. The idea that the dereliction of a party's duty  
25 to read a document they intend to sign (to say nothing of counsel's even higher duty to  
26 do so) somehow becomes a justifiable "mistake," which can be a basis for setting aside  
27 a judgment is not only nonsensical, its insulting. *See Cohen v. Wedbush, Noble, Cooke,*  
28 *Inc.*, 841 F.2d 282, 287-288 (9<sup>th</sup> 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.

It is clear from the language in *Miller v. Wilfong*, that it is appropriate to  
award a party fees when that party has been represented *Pro Bono*. Although the Court  
is also to consider the *Brunzell* factors (which will be addressed below), in *Pro Bono*  
cases there are also further equitable considerations, as delineated above, to wit: that *pro*  
*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 8<sup>th</sup> 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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2. The Character of the Work Done

Under the circumstances of this case the character of the work completed certainly justifies the fees incurred in this matter. Wife’s counsel was required to complete legal research and draft a brief to this Court addressing the present state of the law as it relates to pension division and community property, as well as what constitutes a “mistake,” under which it is proper to grant a set aside.

3. The Work Actually Performed

Wife’s attorney has made every effort to be as efficient as possible in completing the necessary work to obtain favorable results for her. The amount of fees and costs accurately reflects the actual work done in this matter. The work was completed in the most cost efficient manner to minimize the over all fees and costs incurred. A copy of such redacted billing as reflects the work actually performed can be provided after the hearing on this matter, if requested by the Court.

4. The Results

The final factor adopted in Brunzell, is whether the attorney was successful and what benefits were derived. It is anticipated that Wife will be successful at the 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

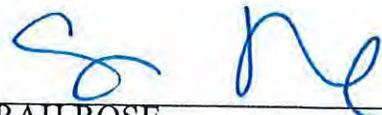
KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
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**DECLARATION OF SARAH ROSE IN SUPPORT OF MOTION**

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 9<sup>th</sup> 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 \_\_\_\_ day of October, 2018.

\_\_\_\_\_  
SHELLY BOOTH COOLEY, ESQ.

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1                    **DECLARATION OF SARAH ROSE IN SUPPORT OF MOTION**

2                    I, SARAH ROSE declare under penalty of perjury that I am the Defendant  
3 herein and that I have read the foregoing *Defendant's Motion to Alter or Amend*  
4 *Judgement, or in the Alternative for New Trial Pursuant to Nrcp 59(a)(7) and for*  
5 *Attorney's Fees and Costs* and the same is true and correct of my own knowledge, except  
6 for those matters which are therein stated upon information and belief, and as to those  
7 matters, I believe them to be true.

8                    EXECUTED this \_\_\_\_ day of October, 2018.

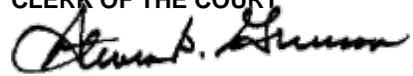
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11                    SARAH ROSE \_\_\_\_\_

12                    **DECLARATION OF SHELLY BOOTH COOLEY, ESQ**

13                    I, SHELLY BOOTH COOLEY, ESQ., declare under penalty of perjury that  
14 I am the former attorney for Defendant herein and in that capacity, I negotiated the  
15 Decree of Divorce and drafted and argued the Opposition to Plaintiff's Motion to Set Aside,  
16 referenced herein. That I have read the foregoing *Defendant's Motion to Alter or Amend*  
17 *Judgement, or in the Alternative for New Trial Pursuant to Nrcp 59(a)(7) and for*  
18 *Attorney's Fees and Costs* and the same is true and correct of my own knowledge, except  
19 for those matters which are therein stated upon information and belief, and as to those  
20 matters, I believe them to be true.

21                    EXECUTED this 8 day of October, 2018.

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25                      
26                    SHELLY BOOTH COOLEY, ESQ. \_\_\_\_\_



**SOLA**  
RACHEAL H. MASTEL, ESQ.  
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*Attorney for the Defendant*  
*In conjunction with Legal Aid Center of Southern Nevada Pro Bono Project*

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

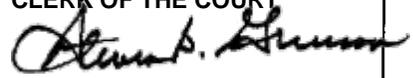
SARAH ROSE, has qualified and has been accepted for placement as a Pro Bono client or as a direct client of LEGAL AID CENTER OF SOUTHERN NEVADA, a nonprofit organization providing free legal assistance to indigents, and is entitled to pursue or defend this action without costs, including filing fees 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. /s/ Barbara E. Buckley  
Legal Aid Center of Southern Nevada Preparer Signature of Legal Aid Center of Southern Nevada Preparer  
Nevada Bar No.: 3918

Submitted by:

Racheal H. Mastel, Esq.  
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1 **COS**  
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*

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 DAVID ROSE,

17 Plaintiff,

18 vs.

19 SARAH ROSE,

20 Defendant.

21 CASE NO. D-17-547250-D  
22 DEPT NO. I

23 Date of Hearing: 11/6/2018  
24 Time of Hearing: 9:30 a.m.

25 **CERTIFICATE OF SERVICE**

26 I HEREBY CERTIFY that on the 10<sup>th</sup> day of October, 2018, I caused to be  
27 served the *Defendant's Motion to Alter or Amend Judgement, or in the Alternative for*  
28 *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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