

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

HERMAN WILLIAMS,

Appellant,

v.

NADINE WILLIAMS,

Respondent.

No. 83263

DOCKETING STATEMENT  
CIVIL APPEALS

Electronically Filed  
Aug 27 2021 02:45 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department I  
County Clark Judge Sunny Bailey  
District Ct. Case No. D-19-586291-D

**2. Attorney filing this docketing statement:**

Attorney F. Peter James Telephone 702-256-0087  
Firm Law Offices of F. Peter James, Esq.  
Address 3821 West Charleston Boulevard, Suite 250  
Las Vegas, Nevada 89102

Client(s) Appellant, Herman Williams

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Frank J. Toti, Esq. Telephone 702-517-5687  
Firm Law Offices of Frank J. Toti  
Address 6900 Westcliff Drive, Suite 500  
Las Vegas, Nevada 89145

Client(s) Respondent, Nadine Williams

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal:  |
| <input type="checkbox"/> Judgment after jury verdict           | <input type="checkbox"/> Lack of jurisdiction                                      |
| <input type="checkbox"/> Summary judgment                      | <input type="checkbox"/> Failure to state a claim                                  |
| <input type="checkbox"/> Default judgment                      | <input type="checkbox"/> Failure to prosecute                                      |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief     | <input type="checkbox"/> Other (specify): _____                                    |
| <input type="checkbox"/> Grant/Denial of injunction            | <input type="checkbox"/> Divorce Decree:   |
| <input type="checkbox"/> Grant/Denial of declaratory relief    | <input checked="" type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination        | <input checked="" type="checkbox"/> Other disposition (specify): <u>Rehearing</u>  |

**5. Does this appeal raise issues concerning any of the following?**

- ☒ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

N/A

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

Divorce with child custody action. District court awarded joint legal custody and awarded the mother (Respondent) primary physical custody over father's (Appellant's) requests for sole legal and primary physical custody. Court determined child support (with an incorrect income for Appellant). Court determined assets and debts (though Appellant alleges error here as well). Court ordered no alimony to Appellant.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the district court erred as to its custody award (joint legal and primary physical to Respondent);

Whether the district court erred in calculating Appellant's income;

Whether the district court erred in the asset / debt division;

Whether the district court erred in failing to award alimony to Appellant.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None known

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Pursuant to NRAP 17(b)(10), the matter is presumptively assigned to the Court of Appeals as this is a matter in family court that does not involve NRS 432B or termination of parental rights.

Appellant sees no cause at this point to request that the Supreme Court retain the case.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 1

Was it a bench or jury trial? Bench

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?  
N/A

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** Feb 26, 2021

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**17. Date written notice of entry of judgment or order was served** Apr 1, 2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing,

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☒ NRCP 52(b)      Date of filing Apr 15, 2021

☒ NRCP 59      Date of filing Apr 15, 2019

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion Jun 30, 2021

(c) Date written notice of entry of order resolving tolling motion was served Jul 12, 2021

Was service by:

☒ Delivery

☐ Mail

**19. Date notice of appeal filed** Jul 15, 2021

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a); AA Primo Builders v. Washington, 126 Nev. 578, 245 P.3d 578 (2017)

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☒ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) \_\_\_\_\_

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRAP 3A(b)(1) as the order on appeal is the decree of divorce--a final order.

NRSP 3A(b)(2) as the district court denied a motion for a new trial.



**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Appellant, Herman Williams (the Defendant in the district court).

Respondent, Nadine Williams (the Plaintiff in the district court).

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

N/A

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Both parties filed essentially reciprocal actions for divorce, child custody, asset / debt division, and alimony.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

**27. Attach file-stamped copies of the following documents:**

- é The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- é Any tolling motion(s) and order(s) resolving tolling motion(s)
- é Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- é Any other order challenged on appeal
- é Notices of entry for each attached order

## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Herman Williams  
Name of appellant

F. Peter James  
Name of counsel of record

Aug 27, 2021  
Date

/s/ F. Peter James  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

Frank Toti, Esq.  
Counsel for Respondent

Ishi Kunin, Esq.  
Settlement Judge

THIS FORM CANNOT BE ELECTRONICALLY SIGNED.

Once you complete the form, you must print it out and sign it. Your original signature must appear on the document that is filed with the court.

COMD

Your Name: Nadine Williams  
Address: 10116 Desert Trails St  
City, State, Zip: Las Vegas NV 89141  
Phone: 702 646 3169  
Email: nodgail@yahoo.com  
Self-Represented Plaintiff

Electronically Filed  
03/19/2019

Herman Williams Jr.  
CLERK OF THE COURT

DISTRICT COURT  
CLARK COUNTY, NEVADA

Nadine Williams

Plaintiff,

vs.

Herman Williams Jr.

Defendant.

CASE NO.: **D-19-586291-C**

DEPT: **Dept: E**

COMPLAINT FOR DIVORCE AND UCCJEA DECLARATION (With Children)

Plaintiff (your name) Nadine Williams respectfully states:

1. **Residency.** The following spouse has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint and intends to make Nevada his/her home for an indefinite period of time: (name of Nevada resident) Herman Williams Jr.

2. **Marriage.** The parties were married on (date) March 02, 2004 in (city) Bronx, (state) New York. The parties are incompatible.

3. **Pregnancy.** (☒ check one)

☒ Neither spouse is pregnant.

☐ The following spouse is pregnant: (name of pregnant spouse) \_\_\_\_\_.

The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (date): \_\_\_\_\_.

☐ It is unknown whether either spouse is currently pregnant.

4. **Children.** There are (number) 4 minor children in common born to or adopted by the parties. The name(s) and information is listed below:

Child's Name	Date of Birth	State of Residence	How long child lived in the state	Disability
Abigail Williams	10/27/09	NV	3 y	No
Herman Williams III	08/24/08	NV	3 y	No
Matthew Williams	05/13/10	NV	3 y	No
Elisha Williams	04/24/13	NV	3 y	No
				No <u>up</u>

5. **UCCJEA Declaration.** (☒ check one)

- ☒ The child(ren) have lived in Nevada for the past six months, or since birth.  
☐ The child(ren) have NOT lived in Nevada for the past six months or since birth.

- a. **Living Arrangements Last 5 Years.** The children have lived with the following persons in the following places within the last five years:

Time Period (mo/yr – mo/yr)	Name of Person the Child(ren) Lived With	City and State	Child's Name (if not all children)
_____ - present			
_____ - _____			
_____ - _____			
_____ - _____			
_____ - _____			

The names and current addresses of each non-parent the children lived with during the last five years are:

b. **Participation in Other Cases:** (☒ check one)

I ☐ have ~~/~~ ☒ have not participated as a party or witness or in some other capacity in any other case involving the child(ren): (if you have, provide all specifics including the state, the court, children involved, the case number and the date of the child custody order, if any):

**c. Knowledge of Other Cases:** (☒ check one)

I ☐ do / ☒ do not know of a different case that could affect the current case: *(if you do, provide all specifics including the state, the court, parties involved, the case number and the nature of the proceeding):*

**d. Person(s) Who Claim Custody / Visitation:** (☒ check one)

I ☐ do / ☒ do not know of anyone other than the parents who has physical custody of the child(ren) or who claims custody/visitation rights to the child(ren). *(if so, list names and addresses of anyone who claims custody/visitation rights)*

**6. Legal Custody.** *Legal custody refers to the ability to make major decisions about the child, such as medical care, education, and religious upbringing.* (☒ check one)

- ☒ The parties should share joint legal custody of the child(ren).
- ☐ Plaintiff should have sole legal custody of the child(ren).
- ☐ Defendant should have sole legal custody of the child(ren).
- ☐ Nevada is not the "home state" of the child(ren) and cannot enter custody orders.

**7. Physical Custody.** *Physical custody refers to the amount of time the child spends with each parent.* (☒ check one)

- ☒ The parties should share joint physical custody of the child(ren) (each parent must have the child(ren) at least 40% of the time, or 146 days per year). A proposed parenting timeshare and holiday schedule is attached as Exhibit 1.
- ☒ The (☒ check one) ☒ Plaintiff / ☐ Defendant should have primary physical custody of the child(ren). A proposed parenting timeshare and holiday schedule is attached as Exhibit 1.
- ☐ The (☒ check one) ☐ Plaintiff / ☐ Defendant should have sole physical custody of the child(ren).
- ☐ Nevada is not the "home state" of the child(ren) and cannot enter custody orders.

**8. Other Considerations.** The Court should consider the following issues in determining custody: (☒ check all that apply)

☐ Domestic Violence

☐ State of Residency

☒ CPS Involvement

☐ Other: \_\_\_\_\_

☐ Military Deployment

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

☒ None of the parties in this case have ever received state assistance or welfare.

☐ State assistance or welfare has been or is being provided to parties in this case.

**10. Child Support.** Complete the attached Child Support Worksheet that applies to your custody arrangement before you complete this section. (☒ check one)

☐ Child support should be paid by (name of parent who should pay child support)

\_\_\_\_\_ in the amount of (amount) \$ \_\_\_\_\_ per

month. This is based on: (☒ check one)

☐ The statutory minimum of \$100/month per child.

☐ The calculation from the attached Child Support Worksheet.

☐ The amount already established by the District Attorney, Family Support Division, case (insert case number) R. \_\_\_\_\_.

☒ No child support is requested. (Explain why not): Both parties can provide for children

☒ I'm not sure how much child support should be paid, and ask the court to set support.

**11. Child Support Arrears.** (☒ check one)

☒ No back child support or arrears are requested.

☐ Child support arrears are being handled by the District Attorney, Family Support Division, case (insert case number) R. \_\_\_\_\_ and should continue as ordered in that case.

☐ Back child support should be paid by (name of parent who should pay back child support) \_\_\_\_\_ from (date back child support should begin) \_\_\_\_\_ to present.

**12. Wage Withholding.** (☒ check one)

☐ A wage withholding order should be entered to secure payment of any support owed.

☒ A wage withholding order should NOT be entered.



**13. Health Insurance.** (☒ *check all that apply*)

- ☒ Both parties should provide future health insurance for the minor child(ren) if available.
- ☐ Future health insurance for the minor child(ren) should be provided by (name of parent) \_\_\_\_\_ if available.

**14. Unreimbursed Medical Expenses.** (☒ *check one*)

- ☒ Any expenses not covered by insurance should be paid equally by both parties.
- ☐ Any expenses not covered by insurance should be paid by (name of parent) \_\_\_\_\_ due to the following extraordinary circumstances:  
(explain) \_\_\_\_\_

**15. "30/30 Rule."** (☒ *check one*)

- ☒ The Court should order the 30/30 Rule for payment of all unreimbursed medical / dental expenses.<sup>1</sup> (*see below for explanation*)
- ☐ The Court should NOT order the 30/30 Rule for payment of unreimbursed medical / dental expenses.

**16. Tax Deduction.** *IRS rules state that the custodial parent usually has the right to claim the child on their taxes. The custodial parent can waive this right by filling out IRS Form 8332. Talk to a tax professional if you are not sure what to do.* (☒ *check all that apply*)

- ☐ Plaintiff should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): \_\_\_\_\_
- ☐ Defendant should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): \_\_\_\_\_
- ☒ The tax deduction should alternate, with Plaintiff claiming the child(ren) in (☒ *check one*) ☐ even / ☒ odd years, and Defendant claiming the child(ren) the other years.
- ☐ The tax deduction should be allocated per federal law.

<sup>1</sup> The "30/30 Rule." If a parent pays a medical or dental expense for a child that is not paid by insurance, that parent must send proof of the expense to the other parent within 30 days of incurring the expense. The other parent then has 30 days to reimburse the paying parent ½ the cost.

**17. Community Property.** (☒ check one)

- ☐ There is no community property to divide.
- ☐ Any community property has already been divided.
- ☐ I do not know the full extent of the community property.
- ☒ The community property should be divided as follows:

**Property to Plaintiff:**

1. 2015 Chevy Silverado
2. 2019 Chevy Traverse
3. \_\_\_\_\_
4. \_\_\_\_\_

**Property to Defendant:**

1. 2004 Chevy Silverado
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**18. Community Debt.** (☒ check one)

- ☐ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ I do not know the full extent of the community debt.
- ☒ The community debt should be divided as follows:

**Debts to Plaintiff:**

1. Continue to pay for traverse + Silverado
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Debts to Defendant:**

1. combined debt portion of loan
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**19. Alimony.** (☒ *check one*)

☒ No spousal support is requested.

☐ Plaintiff should pay \$ \_\_\_\_\_ per month in spousal support for the next (*number*) \_\_\_\_\_ years.

☐ Defendant should pay \$ \_\_\_\_\_ per month in spousal support for the next (*number*) \_\_\_\_\_ years.

**20. Name Change.** (☒ *check one*)

☐ Plaintiff does not request a name change.

☒ Plaintiff would like to be restored to his/her former name of (*insert former name you would like to go back to*) Nadine Gayle.

**21. If Plaintiff is able to hire counsel, attorney's fees and costs are requested.**

**Plaintiff requests:**

1. That the marriage existing between Plaintiff and Defendant be dissolved and that Plaintiff be granted an absolute Decree of Divorce and that each of the parties be restored to the status of a single, unmarried person;
2. That the Court grant the relief requested in this Complaint; and
3. For such other relief as the Court finds to be just and proper.

DATED this (*day*) 19 day of (*month*) March, 2019.

Submitted By: (*your signature*) ▶

(*print your name*)

Nadine Williams

Nadine Williams

**VERIFICATION**

Under penalty of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

DATED this (day) 19 day of (month) March, 2019.

Submitted By: (your signature) ▶

Nadine Williams

(print your name)

Nadine Williams

## EXHIBIT 1: Parenting Timeshare and Holiday Schedule

☐ No Visitation Requested Because: (explain) \_\_\_\_\_

<b>Regular Schedule:</b> <i>Be very specific. Include the times and days of the week for each parent's timeshare.</i> (ex.: Mom: Saturday 7pm – Wednesday 3pm, Dad: Wednesday 3pm – Saturday 7pm)	Mom: Saturday 8am – 8pm Dad: Sunday 8am – 8pm Dad: Monday – Wed Mom Monday: Wednesday 3pm – Saturday 8pm Dad Sunday – Wednesday 8am – 3pm
<b>Summer Schedule:</b>	<input checked="" type="checkbox"/> Same as the regular schedule. <input type="checkbox"/> Other: _____
<b>Mother's Day and Mother's Birthday:</b> 11/21/82	<input checked="" type="checkbox"/> Mother every year from 9am – 7pm. <input type="checkbox"/> Other: _____
<b>Father's Day and Father's Birthday:</b> 08/05/69	<input checked="" type="checkbox"/> Father every year from 9am – 7pm. <input type="checkbox"/> Other: _____
<b>Child's Birthday:</b> 10/24/04 08/24/08 J/	<input checked="" type="checkbox"/> Even years with (parent) Herman Williams Odd years with (parent) Nadine Williams *Time shall be from 9am – 7pm.* <input type="checkbox"/> Other: _____
<b>3 Day Weekends:</b>	<input type="checkbox"/> Even Years: MLK Jr. Day, Memorial Day, Labor Day with (parent) Herman Williams, President's Day, Independence Day, Nevada Admissions Day with the other parent. Odd Years: MLK Jr. Day, Memorial Day, Labor Day with (parent) Nadine Williams, President's Day, Independence Day, Nevada Admissions Day with the other parent. *Time begins when school lets out the day before the holiday weekend (or 3pm if no school), and ends the day following the holiday weekend when school resumes (or 9am).* **If Independence Day falls on a Tuesday, Wednesday, or Thursday, the time shall be from July 3 at 9am until July 5 at 9am.** <input type="checkbox"/> Other: _____

Easter / Spring Break:	<input checked="" type="checkbox"/> Even years with (parent) <u>Herman Williams</u> Odd years with the other parent. *Time shall begin the day school lets out until noon the day before school resumes.* <input type="checkbox"/> Other: _____
Thanksgiving:	<input checked="" type="checkbox"/> Odd years with (parent) <u>Nadine Williams</u> Even years with the other parent. *Time shall begin the day school lets out until noon the day before school resumes.* <input type="checkbox"/> Other: _____
Winter Break / Christmas:	<input checked="" type="checkbox"/> Segment 1 (Christmas) consists of the day school lets out until December 26 at noon. Segment 2 (New Year's) consists of December 26 at noon until noon the day before school resumes. <u>Even years:</u> segment 1 with (parent) <u>Herman Williams</u> segment 2 with the other parent. <u>Odd years:</u> segment 1 with (parent) <u>Nadine Williams</u> segment 2 with the other parent. <input type="checkbox"/> Other: _____
Other Holidays:	
Vacation:	<input type="checkbox"/> The parents will not establish a formal vacation plan, and will instead mutually agree on vacation days and times with the child(ren). <input checked="" type="checkbox"/> Each parent may have up to (number) <u>32</u> <del>10</del> vacation days per year with the child(ren). The parent shall notify the other parent of the vacation and provide a general vacation itinerary at least (number) <u>10</u> days before the planned vacation. <b>Vacation time is not allowed during a holiday allotted to the other parent.</b>

*Herman Williams*  
CLERK OF THE COURT

ACDAS  
Your Name: Herman Williams  
Address: 10116 Desert Tree St  
City, State, Zip: LAS Vegas NV 89115 8941  
Phone: 702 720 9581  
Email: HermanWilliams002@gmail.com  
Self-Represented Defendant

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Nadine Williams  
Plaintiff,  
  
vs.  
Herman Williams  
Defendant.

CASE NO.: D-19-586291-B  
DEPT: Dept I

**ANSWER AND COUNTERCLAIM FOR DIVORCE  
AND UCCJEA DECLARATION  
(With Children)**

Defendant (your name) Herman Williams, respectfully states:

1. Defendant admits the following allegations: (write the paragraph numbers from the Complaint you agree with) 1, 2, 4, 5, 20.
2. Defendant denies the following allegations: (write the paragraph numbers from the Complaint you disagree with) 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 19 Plaintiff.
3. Defendant is without sufficient knowledge to admit or deny the following allegations: (write the paragraph numbers you are unsure about) \_\_\_\_\_.

### AFFIRMATIVE DEFENSES

- ☐ Neither party is a Nevada resident.
- ☐ Nevada is not the home state of the child(ren).
- ☐ There is another case concerning these parties in another state.
- ☐ Other: Adultery.

### COUNTERCLAIM FOR DIVORCE

1. **Residency.** The following spouse has been a resident of the State of Nevada for at least six weeks prior to filing this Counterclaim and intends to make Nevada his/her home for an indefinite period of time: (name of Nevada resident) HERMAN WILLIAMS.
2. **Marriage.** The parties were married on (date) March 2, 2004 in (city) New York, (state) New York. The parties are incompatible.
3. **Pregnancy.** (☒ check one)
  - ☒ Neither spouse is pregnant.
  - ☐ The following spouse is pregnant: (name of pregnant spouse) \_\_\_\_\_.  
The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (date): \_\_\_\_\_.
  - ☐ It is unknown whether either spouse is currently pregnant.
4. **Children.** There are (number) 4 minor children in common born to or adopted by the parties.

Child's Name	Date of Birth	State of Residence	How long child lived in the state	Disability
Abigail Williams	10-27-04	Nevada	4	NO.
Herman III Williams	8-24-08	Nevada	4	No
Matthew Williams	5-10-10	Nevada	4	NO.
Elisha Williams	4-26-13	Nevada	4	NO.



**5. UCCJEA Declaration.** (☒ *check all that apply*)

- ☒ The child(ren) have lived in Nevada for the past six months, or since birth.  
☐ The child(ren) have NOT lived in Nevada for the past six months.

**a. Living Arrangements Last 5 Years.** The children have lived with the following persons in the following places within the last five years:

Time Period (mo/yr – mo/yr)	Name of Person the Child(ren) Lived With:	City and State	Child's Name (if not all children)
3/8/19- present	Herman Williams	LAS Vegas, NV	
11/2005 - 3/2019	Herman & Nadine Williams	Las Vegas, NV	
____ - ____			
____ - ____			
____ - ____			

The names and current addresses of each non-parent the children lived with during the last five years are: \_\_\_\_\_  
\_\_\_\_\_

**b. Participation in Other Cases:** (☒ *check one*)

I ☐ have / ☒ have not participated as a party or witness or in some other capacity in any other case involving the child(ren): *(if you have, provide all specifics including the state, the court, children involved, the case number and the date of the child custody order, if any):* \_\_\_\_\_  
\_\_\_\_\_

**c. Knowledge of Other Cases:** (☒ *check one*)

I ☐ do / ☒ do not know of a different case that could affect the current case: *(if you do, provide all specifics including the state, the court, parties involved, the case number and the nature of the proceeding):* \_\_\_\_\_  
\_\_\_\_\_

**d. Person(s) Who Claim Custody / Visitation:** (☒ *check one*)

I ☐ do / ☒ do not know of anyone other than the parents who has physical custody of the child(ren) or who claims custody/visitation rights to the child(ren). (if so, list names and addresses of anyone who claims custody/visitation rights) \_\_\_\_\_

---

**6. Legal Custody.** *Legal custody refers to the ability to make major decisions about the child, such as medical care, education, and religious upbringing.* (☒ *check one*)

- ☐ The parties should share joint legal custody of the child(ren).
- ☐ Plaintiff should have sole legal custody of the child(ren).
- ☒ Defendant should have sole legal custody of the child(ren).
- ☐ Nevada is not the "home state" of the child(ren) and cannot enter custody orders.

**7. Physical Custody.** *Physical custody refers to the amount of time the child spends with each parent.* (☒ *check one*)

- ☐ The parties should share joint physical custody of the child(ren) (each parent must have the child(ren) at least 40% of the time, or 146 days per year). A proposed parenting timeshare and holiday schedule is attached as Exhibit 1.
- ☐ The (☒ *check one*) ☐ Plaintiff / ☐ Defendant should have primary physical custody of the child(ren). A proposed parenting timeshare and holiday schedule is attached as Exhibit 1.
- ☒ The (☒ *check one*) ☐ Plaintiff / ☒ Defendant should have sole physical custody of the child(ren).
- ☐ Nevada is not the "home state" of the child(ren) and cannot enter custody orders.

**8. Other Considerations.** The Court should consider the following issues in determining custody: (☒ *check all that apply*)

- |   |   |
|---|---|
| <input type="checkbox"/> Domestic Violence          | <input type="checkbox"/> State of Residency |
| <input checked="" type="checkbox"/> CPS Involvement | <input type="checkbox"/> Other: _____       |
| <input type="checkbox"/> Military Deployment        |   |

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

- ☐ None of the parties in this case have ever received state assistance or welfare.
- ☒ State assistance or welfare has been or is being provided to parties in this case. Medicaid

**10. Child Support.** Complete the attached Child Support Worksheet that applies to your custody arrangement before you complete this section. (☒ check one)

- ☒ Child support should be paid by (name of parent who should pay child support) Nadine Williams in the amount of (amount) \$ 3100 per month. This is based on: (☒ check one)

- ☐ The statutory minimum of \$100/month per child.
- ☐ The calculation from the attached Child Support Worksheet.
- ☐ The amount already established by the District Attorney, Family Support Division, case (insert case number) R\_\_\_\_\_.  
☐ No child support is requested. (Explain why not): \_\_\_\_\_
- ☐ I'm not sure how much child support should be paid, and ask the court to set support.

**11. Child Support Arrears.** (☒ check one)

- ☐ No back child support or arrears are requested.
- ☐ Child support arrears are being handled by the District Attorney, Family Support Division, case (insert case number) R\_\_\_\_\_ and should continue as ordered in that case.
- ☒ Back child support should be paid by (name of parent who should pay back child support) Nadine Williams from (date back child support should begin) 3/8/2019 to present.

**12. Wage Withholding.** (☒ check one)

- ☒ A wage withholding order should be entered to secure payment of any support owed.
- ☐ A wage withholding order should NOT be entered.

**13. Health Insurance.** (☒ check all that apply)

- ☐ Both parties should provide future health insurance for the minor child(ren) if available.
- ☐ Future health insurance for the minor child(ren) should be provided by (name of parent) \_\_\_\_\_ if available. Medicaid

**14. Unreimbursed Medical Expenses.** (☒ check all that apply)

- ☐ Any expenses not covered by insurance should be paid equally by both parties.
- ☐ Any expenses not covered by insurance should be paid by (name of parent) Nadine Williams due to the following extraordinary circumstances:  
(explain) She never had insurance on any of us, the 4 children or myself and she makes more money than I do.

**15. "30/30 Rule."** (☒ check one)

- ☐ The Court should order the 30/30 Rule for payment of all unreimbursed medical / dental expenses.<sup>1</sup> (see below for explanation)
- ☒ The Court should NOT order the 30/30 Rule for payment of unreimbursed medical / dental expenses.

**16. Tax Deduction.** IRS rules state that the custodial parent usually has the right to claim the child on their taxes. The custodial parent can waive this right by filling out IRS Form 8332. Talk to a tax professional if you are not sure what to do. (☒ check all that apply)

- ☐ The Plaintiff should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): \_\_\_\_\_
- ☒ The Defendant should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): Abigail, Herman III, Matthew, Elisha Williams
- ☐ The tax deduction should alternate, with Plaintiff claiming the child(ren) in (☒ check one) ☐ even / ☐ odd years, and Defendant claiming the child(ren) the other years.
- ☐ The tax deduction should be allocated per federal law.

<sup>1</sup> The "30/30 Rule:" If a parent pays a medical or dental expense for a child that is not paid by insurance, that parent must send proof of the expense to the other parent within 30 days of incurring the expense. The other parent then has 30 days to reimburse the paying parent ½ the cost.

**17. Community Property.** (☒ check one)

- ☐ There is no community property to divide.
- ☐ Any community property has already been divided.
- ☐ I do not know the full extent of the community property.
- ☒ The community property should be divided as follows:

**Property to Plaintiff:**

1. 2019 Traverse
2. 2008 Kia plate #398 LND.
3. \_\_\_\_\_
4. \_\_\_\_\_

**Property to Defendant:**

1. 2015 Chevy Silverado 8500 HD.
2. Scaffolds, Black Bar B-Q grill
3. Tile Cutter. ORANGE Shop vac
4. Trampoline

**18. Community Debt.** (☒ check one)

- ☐ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ I do not know the full extent of the community debt.
- ☒ The community debt should be divided as follows:

**Debts to Plaintiff:**

1. Continue to pay for traverse + Silverado.
2. pay off medical bills over 68,000.
3. \_\_\_\_\_
4. \_\_\_\_\_

**Debts to Defendant:**

1. Silverado 2015
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**19. Alimony.** (☒ *check one*)

☐ No spousal support is requested.

☒ Plaintiff should pay \$ 1500 per month in spousal support for the next (*number*) 20 years.

☐ Defendant should pay \$ \_\_\_\_\_ per month in spousal support for the next (*number*) \_\_\_\_\_ years.

**20. Name Change.** (☒ *check one*)

☒ Defendant does not request a name change.

☐ Defendant would like to be restored to his/her former name of (*insert former name you would like to go back to*) \_\_\_\_\_.

**21.** If Defendant is able to hire counsel, attorney's fees and costs are requested.

**Defendant requests:**

1. That the marriage existing between Plaintiff and Defendant be dissolved and that Defendant be granted an absolute Decree of Divorce and that each of the parties be restored to the status of a single, unmarried person;
2. That the Court grant the relief requested in this Counterclaim; and
3. For such other relief as the Court finds to be just and proper.

DATED this (*day*) 29 day of (*month*) 4, 2019.

Submitted By: (*your signature*)

Herman Williams

(*print your name*)

Herman Williams

**VERIFICATION**

Under penalties of perjury, I declare that I am the Defendant in the above-entitled action; that I have read the foregoing Answer and Counterclaim and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

DATED this (day) 29 day of (month) 4, 20 19.

Submitted By: (your signature) ▶ Herman Williams  
(print your name) Herman Williams

## EXHIBIT 1: Parenting Timeshare and Holiday Schedule

☒ No Visitation Requested Because: (explain) SEEKING SOLE CUSTODY

<p><b>Regular Schedule:</b>  <i>Be very specific. Include the times and days of the week for each parent's timeshare.</i>          (ex.: Mom: Saturday 7pm – Wednesday 3pm,          Dad: Wednesday 3pm – Saturday 7pm)</p>	<p><u>Any visitation for the mother I want it to be supervised.</u>  <u>Mom - Sunday 8am - 8pm</u>  <u>mom - Mon - Thur - 4pm - 8pm</u></p>
<p><b>Summer Schedule:</b></p>	<p><input type="checkbox"/> Same as the regular schedule.  <input checked="" type="checkbox"/> Other: <u>NO over nights.</u></p>
<p><b>Mother's Day and Mother's Birthday:</b> <u>11/21/82</u></p>	<p><input type="checkbox"/> Mother every year from 9am – 7pm.  <input type="checkbox"/> Other: <u>if in school 4pm - 8pm</u>  <u>if Sat or Sun the Holiday falls 9am - 7pm</u></p>
<p><b>Father's Day and Father's Birthday:</b> <u>08/05/69</u></p>	<p><input type="checkbox"/> Father every year from 9am – 7pm.  <input type="checkbox"/> Other: _____</p>
<p><b>Child's Birthday:</b>  <u>Abigail 10/27/2004</u>  <u>Herman III 8/24/2008</u>  <u>matthew 5/13/2010</u>  <u>Elisha 4/26/2013</u></p>	<p><input checked="" type="checkbox"/> <u>Even years</u> with (parent) <u>Herman Williams</u>.  <u>Odd years</u> with (parent) <u>Nadine Williams</u>.          *Time shall be from 9am – 7pm.*  <input type="checkbox"/> Other: <u>Supervised times with Mother.</u></p>
<p><b>3 Day Weekends:</b></p> <p><u>NO over</u>  <u>Nights with</u>  <u>Mother.</u></p>	<p><input type="checkbox"/> <u>Even Years:</u> MLK Jr. Day, Memorial Day, Labor Day with (parent) <u>Herman Williams</u>, President's Day, Independence Day, Nevada Admissions Day with the other parent.  <u>Odd Years:</u> MLK Jr. Day, Memorial Day, Labor Day with (parent) <u>Nadine Williams</u>, President's Day, Independence Day, Nevada Admissions Day with the other parent.          *Time begins when school lets out the day before the holiday weekend (or 3pm if no school), and ends the day following the holiday weekend when school resumes (or 9am).*          **If Independence Day falls on a Tuesday, Wednesday, or Thursday, the time shall be from July 3 at 9am until July 5 at 9am.**  <input type="checkbox"/> Other: _____</p>



<p>Easter / Spring Break:</p>	<p><input type="checkbox"/> Even years with (parent) <u>Herman Williams</u>.          Odd years with the other parent.          *Time shall begin the day school lets out until noon the day before school resumes.*  <input type="checkbox"/> Other: _____</p>
<p>Thanksgiving:</p> <p><u>12pm - 5pm</u></p>	<p><input type="checkbox"/> Odd years with (parent) <u>Nadine Williams</u>.          Even years with the other parent.          *Time shall begin the day school lets out until noon the day before school resumes.*  <input type="checkbox"/> Other: _____</p>
<p>Winter Break / Christmas:</p> <p><u>No over nights with Mother</u></p>	<p><input type="checkbox"/> Segment 1 (Christmas) consists of the day school lets out until December 26 at noon.          Segment 2 (New Year's) consists of December 26 at noon until noon the day before school resumes.  <u>Even years:</u> segment 1 with (parent) <u>Herman Williams</u>, segment 2 with the other parent.  <u>Odd years:</u> segment 1 with (parent) <u>Nadine Williams</u>, segment 2 with the other parent.  <input type="checkbox"/> Other: _____</p>
<p>Other Holidays:</p> <p><u>NO over nights with mother.</u></p>	<p><u>mother works from Mon-Sun from 8am-5pm. She can visit with the children from 6pm-8pm with supervision.</u></p>
<p>Vacation:</p> <p><u>NO vacation. over night times. with the mother. She can visit But still with supervision.</u></p>	<p><input type="checkbox"/> The parents will not establish a formal vacation plan, and will instead mutually agree on vacation days and times with the child(ren).  <input type="checkbox"/> Each parent may have up to (number) _____ vacation days per year with the child(ren). The parent shall notify the other parent of the vacation and provide a general vacation itinerary at least (number) _____ days before the planned vacation.  <b>Vacation time is not allowed during a holiday allotted to the other parent.</b></p>

## Worksheet A - Primary Physical Custody Child Support Calculation Worksheet

If you are asking for primary physical custody, fill out this worksheet and attach it to the document you are filing. Primary physical custody exists when one parent has the child more than 60% (219 days) of the time calculated over a one year period.

### ① Determine the Gross Monthly Income (GMI) of the non-custodial parent (estimate if unknown).

*Gross monthly income is the income received from all sources. If you do not know the parent's gross monthly income, you can calculate the number with the formula on the last page.*

### ② Determine Child Support Obligation.

GMI \$ <u>12,000</u>
-------------------------

.18 (for 1 Child)  
X .25 (for 2 Children)  
.29 (for 3 Children)  
.31 (for 4 Children)  
Add .02 for each additional child

=

<b>Monthly Child Support:</b> \$ <u>3100</u> OR \$100 per child \$ _____ (write the higher amount) Higher Amount: \$ _____
---

### ③ Apply the Presumptive Maximum (*rarely applicable*).

Usually, this is the maximum amount a parent may be required to pay per month per child (and can *reduce* – not increase – the amount that would be owed under step ②). This amount changes every year on July 1<sup>st</sup> and can be found by going to <http://nvcourts.gov> and searching the phrase “presumptive maximum.” Make sure you are using the most current chart.

Presumptive Maximum Reduction to: \$ _____ Or <input type="checkbox"/> not applicable
--

### ④ Deviations. You may request an amount of child support that is lower or higher than the amount in ② or ③, but your reason(s) must be based upon one of the following factors. (☒ check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> The cost of health insurance                       | <input type="checkbox"/> Expenses reasonably related to the mother's pregnancy and confinement                       |
| <input type="checkbox"/> The cost of childcare                              | <input type="checkbox"/> Cost of transportation for visitation if the custodial parent moved out of the jurisdiction |
| <input type="checkbox"/> Special educational needs                          | <input type="checkbox"/> The amount of time the child spends with each parent  |
| <input type="checkbox"/> Age of the child                                   | <input checked="" type="checkbox"/> Any other necessary expenses for the benefit of the child                        |
| <input type="checkbox"/> Parent's legal responsibility to support others    | <input type="checkbox"/> The relative income of both parents   |
| <input type="checkbox"/> The value of services contributed by either parent |  |
| <input type="checkbox"/> Public assistance paid to support the child        |  |

◆ Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Total Child Support:</b> \$ <u>3100</u>
---

## Worksheet B - Joint Physical Custody Child Support Calculation Worksheet

If you are asking for joint physical custody, fill out this worksheet and attach it to the document you are filing. A joint physical custody arrangement exists when each parent has the child at least 40% (146 days) of the time calculated over a one year period.

Parent 1's Name:  Parent 2's Name:

### ① Determine Each Parent's Gross Monthly Income (GMI) (estimate other parent's income if unknown).

*Gross monthly income is the income received from all sources. If you do not know a parent's gross monthly income, you can calculate the number with the formula on the last page.*

### ② Determine Each Parent's Child Support Obligation.

Parent 1 GMI \$ <input type="text"/>	X	.18 (for 1 Child) .25 (for 2 Children) .29 (for 3 Children) .31 (for 4 Children) Add .02 for each additional child	=
Parent 2 GMI \$ <input type="text"/>			

Parent 1's Monthly Child Support:  
\$  OR \$100 per child \$   
(write the higher amount and use in step 3)  
Higher Amount: \$

Parent 2's Monthly Child Support:  
\$  OR \$100 per child \$   
(write the higher amount and use in step 3)  
Higher Amount: \$

### ③ Subtract the lower earning parent's amount of child support in ② from the higher earning parent's amount.

Higher \$ <input type="text"/>	-	Lower \$ <input type="text"/>	=	Child Support Obligation \$ <input type="text"/>	paid by	Name of higher income parent: <input type="text"/>
-----------------------------------	---	----------------------------------	---	---	---------	---

### ④ Apply the Presumptive Maximum (rarely applicable).

Usually, this is the maximum amount a parent may be required to pay per month per child (and can *reduce* – not increase – the amount that would be owed under step ③). This amount changes every year on July 1<sup>st</sup> and can be found by going to <http://nvcourts.gov> and searching the phrase “presumptive maximum.” Make sure you are using the most current chart.

Presumptive Maximum  
Reduction to:  
\$   
Or ☐ not applicable

### ⑤ Deviations. You may request an amount of child support that is lower or higher than the amount in ③ or ④, but your reason(s) must be based upon one of the following factors. (✓ check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> The cost of health insurance                       | <input type="checkbox"/> Expenses reasonably related to the mother's pregnancy and confinement                       |
| <input type="checkbox"/> The cost of childcare                              | <input type="checkbox"/> Cost of transportation for visitation if the custodial parent moved out of the jurisdiction |
| <input type="checkbox"/> Special educational needs                          | <input type="checkbox"/> The amount of time the child spends with each parent  |
| <input type="checkbox"/> Age of the child                                   | <input type="checkbox"/> Any other necessary expenses for the benefit of the child                                   |
| <input type="checkbox"/> Parent's legal responsibility to support others    | <input type="checkbox"/> The relative income of both parents   |
| <input type="checkbox"/> The value of services contributed by either parent |  |
| <input type="checkbox"/> Public assistance paid to support the child        |  |

Explain:

Total Child Support:  
\$

**To Determine a Parent's Gross Monthly Income:**

Gross monthly income is a parent's income from all sources before taxes. To find this number, calculate the following:

	Parent 1	Parent 2
*Monthly Wages from Employment (before taxes)	\$	\$ 3000
Monthly Tip Income	\$	\$ 0
Monthly Self-Employment Income (after business expenses)	\$	\$ 0
Monthly Unemployment Benefits	\$	\$ 0
Social Security	\$	\$ 0
Social Security Disability	\$	\$ 0
Retirement / Pension	\$	\$ 0
Other: _____	\$	\$ 0
<b>TOTAL INCOME</b>	<b>\$</b>	<b>\$ 3000</b>

**\*To Determine a Parent's Employment Income:**

If you do not know a parent's gross monthly income from employment, you can calculate the number if you know the 1) hourly wage, 2) weekly income, or 3) annual income.

Gross Monthly Income Based on Annual Income:

Annual Income \$ \_\_\_\_\_ ÷ 12 = \$ \_\_\_\_\_

Gross Monthly Income Based on Weekly Income:

Weekly Income \$ \_\_\_\_\_ x 52 = Annual Income \$ \_\_\_\_\_

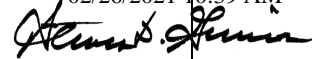
Annual Income \$ \_\_\_\_\_ ÷ 12 = \$ \_\_\_\_\_

Gross Monthly Income Based on Hourly Wage:

Hourly Wage \$ \_\_\_\_\_ x # of Hours Worked per week \_\_\_\_\_ = Weekly Income \$ \_\_\_\_\_

Weekly Income \$ \_\_\_\_\_ x 52 = Annual Income \$ \_\_\_\_\_

Annual Income \$ \_\_\_\_\_ ÷ 12 = \$ \_\_\_\_\_



CLERK OF THE COURT

1 **DAO**

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

4 \*\*\*\*\*

5 NADINE ALECIA WILLIAMS,

CASE NO.: D-19-586291-D

6 Plaintiff,

DEPT: I

7  
8 vs.

DATE OF HEARING: 02/11/2021

9 HERMAN GEORGE  
10 WILLIAMS,

TIME OF HEARING: 9:00 A.M.

11 Defendant.

12  
13 **DECISION AND ORDER**

14 THIS MATTER came before the Court for Non-Jury Trial on February  
15 11, 2021. Plaintiff, Nadine Alecia Williams (“Nadine”), appeared with her  
16 attorney, Frank Toti, Esq., over the *Blue Jeans* video application and  
17 Defendant, Herman George Williams (“Herman”), appeared with his  
18 unbundled attorney, Kenneth Robbins, Esq., over the *Blue Jeans* video  
19 application. The Court heard the testimony from the parties. The Court, after  
20 a review of the pleadings and papers on file herein, considering and weighing  
21 the credibility of the parties, and good cause appearing issues the following  
22  
23

24 *Findings of Fact, Conclusions of Law, and Orders:*

25  
26 ///

27  
28 ///

## SUMMARY OF TESTIMONY

1. Nadine lives at 284 Harper Ferry Avenue in Las Vegas, Nevada. She has been a resident of Nevada for more than six (6) weeks prior to filing this action. She intends to remain in Nevada. She is not pregnant.

2. The parties were married March 2, 2004 in New York. Nadine testified that their interests are no longer compatible and they are not likely to reconcile. She requests her former name be restored to Nadine Gayle. She relocated to Clark County in September of 2015 with the Elisha and her mother. Herman brought the three older children three weeks later. Herman was absent from Clark County at various times until November 2018.

3. The parties have four (4) children (collectively referenced as “minor children”):

Abigail Williams (16) born on October 27, 2004.

Herman Williams III (12) born on August 24, 2008.

Matthew Williams (11) born on May 13, 2010

Elisha Williams (7) born on April 26, 2013.

4. Herman also has an adult daughter from a different relationship.

///

///

///

1           5.       Abigail currently attends Nevada State High School. Nadine  
2 enrolled Abigail for the current school year without consulting with Herman.  
3  
4 Nadine stated that Herman is listed as a parent and can obtain information from  
5 the school.

6           6.       Elisha and Matthew attend Gwendolyn Elementary School and  
7  
8 Herman II attends Cram. Nadine would like the boys to attend Doral Academy  
9 for the 2021-2022 school year. There is a location approximately ten miles  
10 from him and fifteen miles from her. Herman does not oppose the boys  
11 attending Doral Academy.  
12

13          7.       Herman runs his own tow truck company. He can set his own  
14 schedule. It is a Limited Liability Company (LLC) and he works as an  
15 independent contractor. Nadine is not a member of the LLC, nor does she  
16 have an objection to the award of the LLC to Herman. It is currently in default  
17 status.  
18

19  
20          8.       Nadine is a registered nurse with Advanced Health Care. Her  
21 usual schedule is Monday through Friday.

22          9.       Herman vacated the marital residence which was a rental.  
23  
24 Nadine came home March 8, 2019, to a U-Haul in the driveway and Herman  
25 and his friends emptying the house. They removed approximately 90% of the  
26 furniture. There was not a conversation about him leaving.  
27

28 ///

1           10.     Herman took the children with him because he showed her  
2 paperwork from CPS that appeared he was to have the minor children. She  
3 later learned the paperwork was false. He moved approximately twenty-five  
4 minutes away from her.  
5

6           11.     Herman made multiple reports to CPS. One report alleged  
7 Nadine hit Abigail in the head with a PVC pipe. Nadine claimed all reports  
8 were unsubstantiated and that Abigail was coached by her father and  
9 grandmother.  
10

11           12.     Nadine tried to reach out to the children through Herman but  
12 he denied her access or contact. She only had contact with the children once  
13 before the court hearing in July of 2019. Herman took the children to meet her  
14 once for lunch before the court date.  
15

16           13.     After the July, 2019 hearing, the Court awarded Nadine  
17 visitations every Saturday between 10:00 a.m. – 6:00 p.m. The Court  
18 expanded her visitation to Friday to Monday visits after a review of the child  
19 interviews. They exchange the boys on Mondays between 7:30 a.m. – 7:40  
20 a.m. She prepares breakfast for them but they usually prefer to wait until  
21 Herman picks them up because he will take them to McDonalds.  
22

23           14.     Abigail ended up moving in with Nadine in October of 2019.  
24 This schedule has been in place for over a year.  
25

26  
27  
28 ///



1           15. Herman was to engage in reunification therapy with Abigail  
2 but he has not started it. Herman was to have visitation with Abigail on  
3 weekends. Abigail did not have teen discretion but Herman has only exercised  
4 visitation with her once since October of 2019. There was an issue where  
5 Herman took away Abigail's vape pen during that visit. Nadine does not allow  
6 Abigail to smoke marijuana in her home. She has grounded Abigail by turning  
7 off her phone.  
8

9  
10           16. Abigail has tried to reach out to Herman but he has not  
11 responded. She reached out to his family and they also have not responded.  
12

13           17. Herman has not attempted to communicate with Abigail.  
14 Nadine has not dropped off Abigail for visits with Herman.  
15

16           18. Nadine has not spoken to Herman since June of 2019. First,  
17 Herman blocked her number and then he changed his number. Despite a court  
18 order to utilize a parenting app, he has yet to do so.  
19

20           19. Although Nadine would not prevent a relationship with  
21 children, Herman prevents her from having a relationship with the children.  
22 He undermines her authority with the minor children and tells them that they  
23 do not have listen to her and that they can call 911.  
24

25           20. After July 2019, Herman still prevented contact. He would  
26 communicate the children were not feeling well, or they just did not show up  
27 for exchanges.  
28

1           21.     Nadine describes the level of conflict between herself and  
2 Herman as very high. If Herman feels someone has wronged him, he will do  
3 whatever he can to hurt you. He refuses to communicate with her at all.  
4

5           22.     Her (Nadine stated?) relationship with Abigail has approved  
6 drastically since she moved in with her. She and the boys have a good time  
7 during their visits, but it is difficult to co-parent with Herman.  
8

9           23.     An incident occurred on January 22, 2020. Nadine went to  
10 Herman's apartment to pick up Elisha. Herman reported to her that Elisha was  
11 sick and had been home all week. Herman refused to allow Elisha to leave  
12 with Nadine. As a result, she blocked the exit to the complex and refused to  
13 allow Herman to leave the complex. Abigail was present with Nadine during  
14 this incident.  
15  
16

17           24.     Nadine filed her Financial Disclosure Form (FDF). She earns  
18 \$9,583.00 every month. Her previous FDF reported an annual income of  
19 \$159,265.55 for 2019. However, her company restructured and her position  
20 became salaried and not per diem.  
21

22           25.     When Nadine resided with Herman, he earned approximately  
23 \$6,000.00 - \$10,000.00 a month. Herman filed an FDF that claimed \$5,666.00  
24 a month but \$11,300.00 a month for the total. She believes the \$11,300.00.00  
25 is the more accurate number. He also did not list any assets. She and Herman  
26 do not share bank accounts and neither possesses a retirement fund or stocks.  
27  
28

1           26.     The Court previously granted Herman the 2015 Silverado to  
2 use in his tow business. Nadine had canceled registration of Silverado because  
3 she felt he was lying to obtain the vehicle. She did not notify him because she  
4 did not have a way to contact him. Herman has paid the 2021 registration on  
5 the Silverado. He dropped off a check to her attorney's office.  
6

7           27.     She was to pay for the registration and Herman was to pay the  
8 monthly payment on the loan and insurance, but he has not. Nadine made all  
9 the payments and requests reimbursement. In addition to the 2015 Silverado,  
10 she believes he is in possession of three more vehicles. Two other Silverado  
11 vehicles are utilized in his tow business.  
12

13           28.     Nadine also reported a break in to the police. She had two  
14 rings of a three piece ring set valued at \$3,500.00 stolen during the break in.  
15 The police investigated and discovered that Herman had pawned the two rings.  
16

17           29.     In regards to debt, the community debt consists of a tax serve  
18 debt from Bridgeport for the taxes on the vehicles and a consolidation loan.  
19

20           30.     Nadine testified that Herman also possesses tools (wrenches,  
21 electric drills, saws, compressor, screwdrivers, etc.) that were purchased at a  
22 cost of approximately \$15,000.00. The tools were purchased for a body shop  
23 they owned.  
24

25  
26 ///

27  
28 ///

1           31.     At one point, Herman requested items previously left in the  
2 home. The items included a BBQ grill and a freezer. They communicated  
3 through attorneys in regards to the time to pick up the items. Herman did not  
4 retrieve the items.  
5

6           32.     In regards to the trampoline he requested, Nadine stated it was  
7 broken. She refused to give him the scaffold because she claims she purchased  
8 it.  
9

10          33.     Nadine purchased a printing machine. She obtained a loan of  
11 \$35,000.00 (although she called it a lease). The machine is currently in a  
12 business in Jamaica where it was intended to be a secondary source of income  
13 for them. Nadine paid \$1,500.00.00 a month until December of 2019. She  
14 does not own a business in Jamaica.  
15  
16

17          34.     Herman Williams testified that he also requests the Court grant  
18 the divorce.  
19

20          35.     He would like to have a relationship with Abigail. The Court  
21 ordered that Nadine was responsible for payment of reunification therapy with  
22 Abigail. However, once Abigail moved back in with her, she cancelled the  
23 therapist.  
24

25 ///

26 ///

27 ///

28 ///

1           36.     His last visitation with Abigail was in January of 2020. It  
2 was a weekend and he was supposed to have her until Monday. She locked  
3 herself in her room. Herman went to sleep and when he woke up, the patio  
4 door was open and Abigail was gone. He called the police and Nadine who  
5 told him that Abigail had not run away. However, Herman did not learn that  
6 Abigail was with Nadine until the boys returned home on Monday.  
7

9           37.     Herman does not know Abigail's phone number. He had  
10 purchased a phone for her but Nadine gave her a different phone so the phone  
11 he purchased was turned off.  
12

13           38.     Nadine does not drop off Abigail at exchanges. Herman  
14 chooses not to get out of his car at exchanges to avoid conflict and contact with  
15 Nadine. The Court ordered a talking app for the parties to communicate. He  
16 signed up on his one phone but Nadine did not accept him. His phone was  
17 stolen (he believes Abigail took it) and he did not have a phone with the ability  
18 to download an app until Christmas of 2020. Herman is now willing to install  
19 the app to communicate.  
20  
21

22           39.     He never personally witnessed Nadine being violent towards  
23 the children but Abigail did call him about the incident in 2018. He personally  
24 does not use physical discipline with the children. He yells and screams at  
25 them.  
26

27  
28     ///

1           40.     Herman prefers the current schedule. He describes his  
2 relationship with the boys as great. However, he has issues with the Monday  
3 exchanges. He requests a Sunday evening drop off due to the fact that Nadine  
4 is often late and the boys are hungry and their faces are dirty at the exchanges.  
5 They request McDonalds, although they only get McDonalds on Fridays.  
6

7           41.     There was an incident at his apartment complex on January 22,  
8 2020 with Nadine. Her attorney contacted him that Nadine wanted visitation  
9 with Elisha. He was at work at the time and Elisha was ill and was on  
10 medication. She showed up with Abigail and knocked on the door. Herman  
11 attempted to leave in his vehicle but she blocked the exit. He eventually had to  
12 sneak out a side gate. As a result, he had to move out of the apartment  
13 complex.  
14

15           42.     Herman drives a tow truck. He is an independent contractor.  
16 He receives six calls a day via an app. He is paid by zone.  
17

18           43.     He mostly uses the 2015 Silverado to tow vehicles because it  
19 has a universal tow system. The 2004 Silverado is used but it is an  
20 undercarriage tow. If Nadine is awarded the 2015 Silverado, he will be unable  
21 to work.  
22

23 ///

24 ///

25 ///

1           44.     He prepared his FDF a week before the trial. He left town to  
2 visit his sick father. He forgot to add expenses and assets. Herman initially  
3 testified that he did earn the \$11,300.00 a month but then corrected himself to  
4 state the \$5,667.00 was more accurate.  
5

6           45.     Herman testified that he makes cash payments for the 2004  
7 Silverado at \$250.00 a month but that he does not have receipts. He pays  
8 approximately \$2,000.00 a month for fuel for his vehicles. He drives them  
9 both for work and personal business.  
10

11           46.     He also pays \$349.00 for his cell phone and the cell phone for  
12 the boys. Herman estimated he spends approximately \$300.00 a month for his  
13 clothes.  
14

15           47.     Herman claims he does not own a single asset but when further  
16 questioned, he stated he estimates the 2015 Silverado to be worth \$20,000.00  
17 the 2004 Silverado to be worth \$3,500.00 (although he still owes \$1,000.00),  
18 and the 2001 Silver Chevy but he did not state the value. Herman was  
19 adamant that Nadine is not entitled to one half of the value of the vehicles.  
20

21           48.     Herman also has a hospital bill of over \$68,000.00 to Dignity  
22 Health. However, he has not received a bill since April of 2019, and has not  
23 made any payments towards it. He does not know if Dignity Health has  
24 written it off or not.  
25

26  
27  
28     ///

1           49.     In regards to the debt consolidation, Nadine handled finances.  
2 Herman would be willing to pay half the debt if she brings back the machine  
3 that went to Jamaica. He was aware of the purchase at the time it was made  
4 but stated Nadine did not consult him prior to the purchase. Herman testified  
5 he gave her \$6,000.00 to buy machine but did not provide receipts. He is  
6 unaware of the loan but believes it to be worth \$34,000.00.  
7  
8

9           50.     In regards to the compressor, tools and frame machine  
10 requested by Nadine, many items were thrown away before the move from  
11 New York to Las Vegas. Herman has purchased approximately \$1,000.00 in  
12 tools since the two separated.  
13

14           51.     Phyllis Gayle testified that she is the mother of Nadine. She  
15 resided with Nadine and Herman in Connecticut and also moved to Las Vegas  
16 with them.  
17

18           52.     Phyllis currently resides with Herman and pays him rent.  
19

20           53.     Phyllis and Nadine were involved in an argument in February  
21 of 2019 when she told Nadine's boyfriend to get out of the house. Nadine  
22 grabbed her by the throat. She also pulled her outside, but due to her  
23 screaming, Nadine pulled her back into the house. The children were present  
24 during the incident. As a result, Phyllis injured her arm. The police were  
25 called and a report was taken but Phyllis stated she did not follow up. Nadine  
26 kicked her out of the house after the incident.  
27  
28



1           54.     Phyllis stated she witnessed Nadine become physical with the  
2 children on more than one occasion. She was present when Nadine struck  
3 Abigail with a piece of PVC pipe and cut her forehead.  
4

5           55.     Phyllis never called the police in regards to Nadine becoming  
6 violent with the children.  
7

8           56.     The FMC interviewed the children twice. The first interview  
9 occurred on August 19, 2019. The children noted that Nadine resorts to  
10 physical discipline using extension cords, gauge wires, belts, rubber insulation  
11 from the window and a pipe on one occasion. The result is that it sometimes  
12 leaves marks, or in the case of the pipe, a scar.  
13

14           57.     During this initial interview, Matthew rated his relationship  
15 with Nadine as a nine and with Herman, a ten. Abigail rated her relationship  
16 with Nadine a one and a ten with Herman. Herman III rated his relationship  
17 with Nadine a five and a nine with Herman. Elisha was too young to  
18 comprehend the scale, but when asked to describe his mother, he stated she  
19 beat him when he was asleep.  
20

21           58.     The second interview occurred on January 29, 2020. Matthew  
22 refused to participate. During the secondary interview, Herman III rated his  
23 relationship with Nadine as an eight and his relationship with Herman a ten.  
24 Elisha rated his relationships with both Herman and Nadine a ten. Elisha  
25 disclosed that Herman states that Nadine is very mean and calls her the 'F'  
26 word.  
27  
28

59. Abigail rated her relationship with Nadine a nine and her relationship with Herman a one. Abigail stated she will not go back to Herman's house. She reported that Herman is very angry and vengeful and constantly trying to ruin Nadine.

60. The children reported that Herman lives with his “home girl” Kim. Nadine also has a significant other in her life, Stephen.

## CONCLUSIONS

Nadine requests this Court grant her a divorce from Herman, joint legal custody and primary physical custody of the minor children. She does not request spousal support but that community debt is divided equally. Herman also requests this Court grant the divorce but requests sole legal and sole physical custody of Herman, Matthew and Elisha and joint legal custody of Abigail. He requests that the Court grant Nadine primary physical custody of Abigail. He also seeks child support and alimony in the amount of \$1,000.00 a month. Both Nadine and Herman requests the Court grant them attorney's fees.

Both parties filed Motions for Orders to Show Cause, which were granted. However, neither party filed the Orders to Show Cause, or served the Orders on the appropriate parties. Therefore, the Orders to Show Cause are denied.

///

1           **I.           CUSTODY**

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

3  
4           1. When a court is making a determination regarding the legal  
5 custody of a child, there is a presumption, affecting the burden of  
6 proof, that joint legal custody would be in the best interest of a minor  
7 child if:

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

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

14           2. The court may award joint legal custody without awarding joint  
15 physical custody.

16           The evidence established that both Nadine and Herman have frustrated  
17 the efforts of the noncustodial parent to establish a meaningful relationship  
18 with the minor children. As further discussed below, Herman refused to either  
19 communicate at all or sign up for the parenting app. He blocked Nadine's  
20 number and later changed his number without notice to her. He failed to  
21 appear for exchanges. Additionally, communication between the parties had to  
22 go through the attorneys for the parties.

23           Nadine frustrated Herman's attempts to maintain a meaningful  
24 relationship with Abigail. When he communicated with Nadine, when Abigail  
25 ran away, she never told him that Abigail was with her. Additionally, she did  
26 not enroll Abigail in reunification therapy or encourage Abigail to maintain her  
27 relationship with Herman.  
28

1 Both parents attempted to frustrate the noncustodial parent's  
2 relationship with the children.

3  
4 **THEREFORE, IT IS ORDERED** that Nadine and Herman shall  
5 share Joint Legal Custody of the minor children.

6 The Court must next consider presumptions against joint physical  
7 custody pursuant to NRS 125C.003 which states in relevant part:  
8

9 ***Best interests of child: Primary physical custody;***  
10 ***presumptions; child born out of wedlock.***

11 1. A court may award primary physical custody to a parent if  
12 the court determines that joint physical custody is not in the  
13 best interest of a child. An award of joint physical custody is  
14 presumed not to be in the best interest of the child if:

15 (a) The court determines by substantial evidence that a  
16 parent is unable to adequately care for a minor child for at  
17 least 146 days of the year;

18 (b) A child is born out of wedlock and the provisions of  
19 subsection 2 are applicable; or

20 (c) Except as otherwise provided in subsection 6 of NRS  
21 125C.0035 or NRS 125C.210, there has been a determination  
22 by the court after an evidentiary hearing and finding by clear  
23 and convincing evidence that a parent has engaged in one or  
24 more acts of domestic violence against the child, a parent of  
25 the child or any other person residing with the child. The  
26 presumption created by this paragraph is a rebuttable  
27 presumption.

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

(a) The mother of the child if:

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

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

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

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

4                    (II) *Has never acknowledged paternity pursuant to*  
5                    NRS 126.053; or

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

8                   There was evidence that Herman has not cared for Abigail at least 146  
9                   days of the year. There was also evidence that Nadine has not cared for  
10                  Herman III, Matthew and Elisha for at least 146 days of the year. Therefore,  
11                  Nadine has established a presumption that primary physical custody for  
12                  Abigail is in her best interest. Herman has established a presumption that  
13                  primary physical custody for Herman III, Matthew and Elisha is in their best  
14                  interest. However, as further outlined below, primary physical custody by  
15                  either Nadine or Herman is not in the best interest of the minor children.  
16

17                The Court now turns its attention to NRS 125C.0035(5) which states:

18                Except as otherwise provided in subsection 6 or [NRS 125C.210](#),  
19                a determination by the court after an evidentiary hearing and  
20                finding by clear and convincing evidence that either parent or any  
21                other person seeking physical custody has engaged in one or  
22                more acts of domestic violence against the child, a parent of the  
23                child or any other person residing with the child creates a  
24                rebuttable presumption that sole or joint physical custody of the  
25                child by the perpetrator of the domestic violence is not in the best  
26                interest of the child. Upon making such a determination, the court  
27                shall set forth:  
28

///

///

1 (a) Findings of fact that support the determination that one or  
2 more acts of domestic violence occurred; and

3 The Court finds by clear and convincing evidence that Nadine  
4 has committed two incidents of domestic violence. The first incident was  
5 between herself and Abigail, and the second incident occurred between  
6 herself and her mother.  
7

8 (a) *All prior acts of domestic violence involving either party;*  
9

10 The Court heard evidence of two incidents of domestic violence  
11 that involved Nadine.

12 Phyllis stated she witnessed Nadine become physical with the children  
13 on more than one occasion. She was present when Nadine struck Abigail with  
14 a piece of PVC pipe and cut her forehead. Abigail also reported the incident  
15 during the FMC interview.  
16

17 The second incident Phyllis and Nadine were involved in an argument  
18 in February of 2019 when she told Nadine's boyfriend to get out of the house.  
19 Nadine grabbed her by the throat. She also pulled her outside, but due to her  
20 screaming, Nadine pulled her back into the house. The children were present  
21 during the incident. As a result, Phyllis injured her arm. The police were  
22 called and a report was taken but Phyllis stated she did not follow up. Nadine  
23 kicked her out of the house after the incident. The Court finds Phyllis  
24 credible.  
25  
26  
27  
28

1           (b) *The relative severity of the injuries, if any, inflicted upon the*  
2           *persons involved in those prior acts of domestic violence;*

3           The Court heard testimony that Abigail suffered a cut to her forehead  
4 and as a result, still has a scar. Phyllis testified she suffered an injury to her  
5 arm after the incident.  
6

7           (c) *The likelihood of future injury;*

8           The Court did not receive credible evidence that there was a likelihood  
9 of future injury. The Court previously ordered that neither parent was allowed  
10 to use corporal punishment on the children. The evidence the Court received  
11 after the order was in place expressed a change in Nadine's punishment of the  
12 children. During the second interview with FMC, they expressed positive  
13 relations with Nadine with no other incidents of physical discipline.  
14  
15

16           The evidence presented supports a finding that the incident with her  
17 mother was a one-time occurrence. Phyllis reports that she no longer lives  
18 with Nadine and that she and Nadine are not in communication with each other  
19 at this time. Therefore, the likelihood of future injury is minimal.  
20  
21

22           (d) *Whether, during the prior acts, one of the parties acted in self-*  
23           *defense; and*

24           The Court did not receive any evidence on this factor.  
25

26       ///

27       ///

28       ///

1 (e) *Any other factors which the court deems relevant to the*  
2 *determination.*

3 The Court finds substantial evidence to establish by clear and  
4 convincing evidence that Nadine committed two acts of domestic violence.  
5 However, the Court subsequently ordered that she not utilize corporal  
6 punishment on the children. The evidence presented established through the  
7 FMC interviews that Nadine no longer utilizes corporal punishment on the  
8 children. She also no longer lives with her mother. Additionally, each child  
9 rated an improved relationship with Nadine after the initial FMC interview.  
10 Therefore, the Court finds that Nadine overcame the presumption that sole or  
11 joint physical custody of the child by the perpetrator of the domestic violence  
12 was not in the best interest of the minor children.  
13

14 The Court must also consider the best interests of the parties' children  
15 by considering the factors established under NRS 125C.0035(4):  
16

17 *4. In determining the best interest of the child, the court shall*  
18 *consider and set forth its specific findings concerning, among*  
19 *other things:*  
20

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



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

4           At 16 years of age, Abigail is of sufficient age and capacity to form an  
5           intelligent preference as to her physical custody. Abigail rated her  
6           relationship with her dad as a one and her relationship with her mother as a  
7           nine. This is the direct opposite of her initial interview with FMC. Abigail  
8           described her relationship with her father as “horrible” and that they are not  
9           even on speaking terms. She does not wish to have anything to do with him.  
10          

11          Elisha rated his relationship with his mother as a ten and his  
12          relationship with his father as a ten. Elisha described the current scheduled as  
13          “fine.” Herman rated his relationship with this mother as an eight, and his  
14          father a ten. Herman rated the current schedule as a five.  
15          

16          However, all three children related that Herman speaks negatively  
17          about Nadine. Herman tells the children that Nadine is “mean and calls her  
18          the ‘F’ word” and that she abused the children. Abigail reported her mother  
19          says Herman is vengeful. Elisha and Herman denied that Nadine speaks  
20          negatively about Herman.  
21          

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

23           Nomination of guardianship is not relevant in these proceedings  
24           between two parents and not involving a third party.  
25

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

4           The Court does not find in favor of either parent. The evidence  
5 established that both Nadine and Herman have frustrated the efforts of the  
6 noncustodial parent to establish a meaningful relationship with the minor  
7 children.  
8

9           As further discussed below, Herman refused to either communicate at  
10 all or sign up for the parenting app. The Court did not find him credible when  
11 he testified that he did not have the ability to download the app because of his  
12 phone, especially when he later testified he used an app for his tow business.  
13 He also blocked Nadine's number and later changed his number without notice  
14 to her. He failed to appear for exchanges. His refusal to communicate resulted  
15 in the only communication between the parties available was through the  
16 attorneys. The children all revealed during the FC interview that Herman  
17 spoke in a disparaging manner about Nadine.  
18

19           Nadine frustrated Herman's attempts to maintain a meaningful  
20 relationship with Abigail. When he did communicate with her when Abigail  
21 ran away, she never told him that Abigail was with her. Additionally, she did  
22 not enroll Abigail in reunification therapy or encourage Abigail to maintain her  
23 relationship with Herman.  
24

25 ///  
26  
27  
28

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

2           The Court finds Nadine's favor. Both Nadine and Herman  
3  
4 acknowledge the high level of conflict between them. The Court notes that  
5 Herman could not contain his anger at the notion that Nadine was entitled to  
6 community assets. His reaction supported the reports of Nadine and the  
7 children that he harbors extreme hostility towards Nadine. It further reflects  
8 his complete lack of ability to co-parent.  
9

10           Herman III reported that his parents do not like each other at all.  
11  
12 "They only talk if there's a problem and then it usually ends up in an  
13 argument. They just don't like each other, well, my dad doesn't like my  
14 mom." Abigail stated that Nadine "has tried, but my dad isn't having it. My  
15 father does things to create conflict." Nadine reported that Herman has  
16 blocked Nadine from calling him, changed his number and not told Nadine and  
17 doesn't follow the Court order for time between Abigail and her siblings.  
18  
19

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

21           The Court did not receive testimonial evidence in regards to this  
22 factor. However, Herman admitted his Dignity Health hospital records from  
23 November 24, 2018, when he was detained on a Legal 2000 for suicidal  
24 ideation. He was admitted.  
25  
26

27 ///

28 ///

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

3           The Court did not receive evidence in regards to this factor.

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

5           The Court finds this factor to be neutral between Nadine and Herman.

6           Despite their efforts to damage the noncustodial parent's relationship with the  
7  
8           minor children, they appear to be balancing the high conflict custody situation  
9  
10          better than their parents. Matthew did not participate in the second interview  
11  
12          but both Elisha and Herman III rate their relationships with both Nadine and  
13          Herman favorably.

14                 Abigail has changed her ratings of her relationship with Nadine and  
15  
16          Herman from a one to a nine to a nine to a one. At the age of 16 years, the  
17          Court is unclear as to whether she is manipulating one parent against the other  
18          for her own gain. However, it is clear to this Court, that Herman must repair  
19          his relationship with Abigail, which he has expressed a desire to do.

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

23           The Court finds this factor neutral. The minor children are able to  
24  
25          maintain their relationships with each other. The boys are together at all times  
26          and see Abigail at their mother's house.

27          ///  
28

1       (j) Any history of parental abuse or neglect of the child or a sibling of  
2       the child.

3       The Court addressed the issue of parental abuse in its analysis above.

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

8       The Court addressed this issue in more detail above.

9       (l) Whether either parent or any other person seeking physical  
10      custody has committed any act of abduction against the child or  
11      any other child.

12      There was no credible evidence in regards to this factor.

13      **THE COURT CONCLUDES** that neither Nadine nor Herman met  
14      their burden to establish that an award of primary physical custody is in the  
15      minor children's best interest. The Court is extremely concerned about the  
16      effect of the separation, divorce proceedings and the antics of the parties on  
17      Abigail. The Court is disheartened that the counseling previously ordered did  
18      not occur. The Court will not reward either parent in their attempts to gain  
19      primary custody of the minor children through pathogenic parenting.  
20      The Court is disheartened that the counseling previously ordered did  
21      not occur. The Court will not reward either parent in their attempts to gain  
22      primary custody of the minor children through pathogenic parenting.

23      The Court is persuaded by the positive relationship described by the  
24      children supports joint custody. Additionally, the Court finds that both parents  
25      would benefit from the UNLV Cooperative Parenting Class, which the Court is  
26      ordering at this time.  
27      ordering at this time.  
28      ordering at this time.

1           **THE COURT FINDS** that Joint Physical Custody is in the minor  
2 children's best interest.

3  
4           In regards to child support, NAC 425.115 states:

5           *Determination of child support obligation in accordance with*  
6 *guidelines if no stipulation; adjustment of obligation based upon type*  
7 *of custody held by parent.*

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

11           2. *If a party has primary physical custody of a child, he or she is*  
12 *deemed to be the obligee and the other party is deemed to be the*  
13 *obligor, and the child support obligation of the obligor must be*  
14 *determined.*

15           Both parties filed FDFs, however, Herman's did not include any  
16 assets. Additionally, Herman only included three pay sheets that do not  
17 adequately demonstrate his monthly income.

18           Herman is not paid hourly, he is paid as a tow truck driver per job.  
19 However, his invoice does not reflect the correct numbers of days. The Court  
20 is unsure if it is due to the holidays or other reasons undisclosed.

21           The Court does not find Herman credible in regards to his income.  
22 He testified he works at least five days a week and utilizes an app for six  
23 tows a day. Based upon his invoice, the tow rate varies from as low as  
24 \$34.00 (which made up the majority) to up to \$56.00 (on only one occasion).  
25 At six tows per day, Herman would earn \$204.00 minimum per day. This  
26 calculation is not supported by the evidence provided to the Court.  
27  
28

1       The Court's analysis is further supported by a review of Herman's  
2 bank statements. *See* HGW303 – 345. His lowest payment received was on  
3 October 2, 2020, for \$870.00. His highest compensation was \$1,788.00  
4 received on September 4, 2020. The Court did not receive bank statements  
5 from January, April, May or June. His yearly compensation for the  
6 remaining months was \$73,322.00 for thirty –two weeks of work. That  
7 averages to \$2,291.31 per week. The yearly wage for Herman is actually  
8 \$114,566.00 (factoring in two unpaid weeks for vacation, etc.), which  
9 equates to \$9,547.00 a month, the amount the Court now imputes as income  
10 to Herman. Additionally, Herman receives \$700.00 a month rent from his  
11 mother-in-law, which increases his gross income to \$10,247.00 a month.  
12

13       Nadine's gross income on her FDF is listed as \$9,583.00. However,  
14 her pay stubs reflect a biweekly salary of \$4,791.67, which would equate to  
15 gross income of \$145,583.00 per year, or \$10,382.00 per month.  
16

17       Therefore, Herman's monthly obligation comes to \$9.45 a month.  
18 The Court finds the disparity of income between the parties to be negligible  
19 and therefore, pursuant to NAC 425.100, the Court will not order child  
20 support. However, Nadine also provides health insurance for the children in  
21 the amount of \$417.00 a month. Herman is responsible for one half of that  
22 amount, or \$208.50. Therefore Herman's total obligation is therefore  
23 \$208.50 due on the first of every month.  
24  
25  
26  
27  
28

1       **II.     DIVISION OF PROPERTY AND DEBT**

2               ***A. Community Property***

3  
4       NRS 125.150(1)(b) provides that:

5               In granting a divorce, the court . . . [s]hall, to the extent  
6               practicable, make an equal disposition of the community  
7               property of the parties, except that the court may make an  
8               unequal disposition of the community property in such  
9               proportions as it deems just if the court finds a compelling  
10              reason to do so and sets forth in writing the reasons for making  
11              the unequal disposition.

12              Under NRS 125.150(1), the Court is required to make an equal  
13              division of community property (the exact portion of which is unknown)  
14              absent a compelling reason to make an unequal distribution.

15              In regards to other community assets and debts, the Court finds the  
16              following:

17  
18                      ***a) Bank Accounts***

19              The Court did not receive any credible evidence of the value of the  
20              parties' bank accounts, leaving the only method of dividing the account to  
21              equally divide the balances. In this regard, however, it makes sense for each  
22              party to identify and keep any bank accounts in their individual names. If a  
23              joint bank account exists, it is to be equally divided.  
24  
25

26              ///

27              ///



1                   ***b) Vehicles***

2                   It is undisputed that the 2015 Silverado, 2001 Chevy and 2004  
3 Silverado are community property. Additionally, Nadine's insurance  
4 statements list a 2010 GMC Acadia and a 2019 Chevy Traverse, however,  
5 other than the \$150.00 a month listed on Nadine's FDF for car loan/lease, the  
6 Court did not receive any evidence related to these vehicles, or the value of  
7 each. *See* Plaintiff's Exhibit 2. Herman testified that although he failed to list  
8 it on his FDF, he pays per month \$250.00 cash for the 2004 Silverado.  
9 Herman did not state the value of the 2001 Chevy.  
10

11                   Nadine requested the Court award her the 2015 Silverado. Nadine did  
12 not give a basis for her request for the 2015 Silverado, other than she made  
13 payments on it and she pays for insurance. The payments made for the  
14 Silverado were made from community assets even if the funds came from her  
15 separate account. It is undisputed that this vehicle and the 2004 Silverado are  
16 utilized in Herman's tow business which causes the Court to find Nadine not  
17 credible as to her request for the 2015 Silverado. It appears the request was  
18 based on spite, which is further supported by the evidence the Court heard in  
19 regards to the relationship between Herman and Nadine. As outlined in her  
20 FDF and insurance paperwork, Nadine possesses one or two vehicles. The  
21 Court does not find it credible that she needs the 2015 Silverado as her third  
22 vehicle.  
23  
24  
25  
26  
27  
28

1           The Court does not have sufficient evidence to determine the value of  
2 any vehicles in Nadine's possession. The Court awards each party the  
3 vehicles in their possessions. Nadine is to receive one half the value of the  
4 2015 Silverado, 2001 Chevy and the 2004 Silverado from Herman based upon  
5 the Bluebook average value for a private sale of each vehicle. This will be  
6 completed within thirty (30) days of the entry of this Order.  
7  
8

9           ***c) Retirement***

10           Neither party testified as to retirement accounts. Therefore, the Court  
11 did not consider retirement accounts in its analysis.  
12

13           ***d) Life Insurance***

14           The Court did not receive competent testimony that either party has a  
15 life insurance policy, therefore, it was not considered in its analysis.  
16

17           ***e) Credit Cards***

18           Nadine listed extensive debt in her FDF. She included debt for  
19 credit cards in the amount of \$16,634.00. It was not disputed that the debt  
20 was accumulated during the marriage. Each party shall be responsible for one  
21 half the debts for the credit cards.  
22

23  
24       ///

25       ///

26       ///

27       ///  
28

1                    *f) Other debt*

2                    Nadine listed additional debt to Freedom Financial for \$22,486.00,  
3  
4                    Consolidation Plus loan of \$21,617.00, Equiant Financial Services for  
5                    \$7,641.00, Tax Serv for Bridgeport of \$8,270.78, Global Finance for  
6                    \$29,800.00, and student loans for \$76,195.00. The Court did not receive any  
7  
8                    evidence that any property was the separate property of either Herman or  
9                    Nadine, therefore, the Court will treat the debts as community property.

10                    Herman failed to properly prepare his FDF. The Court was able to  
11  
12                    determine debts to Midland Credit Management statement in the amount of  
13                    \$729.00 (HGW 007), Wakefield and Associates in the amount of \$1,348.22  
14                    (HGW 011), and Americollect in the amount of \$1,872.00. It is undisputed  
15  
16                    that the debts were community debt.

17                    Herman submitted documents from the IRS that outlines an  
18  
19                    outstanding balance and a payment agreement (HGM 279-302). The Court  
20  
21                    did not receive any evidence, other than the exhibits, in order to determine the  
22                    extent of the debt, if any. The Court orders that the parties will equally divide  
23                    any tax debt, if any, incurred during the marriage.

24                    Herman also provided medical bills from Dignity Health totaling  
25                    \$75,627.30 (HGM 001, 009), Emergency Physician Statement in the amount  
26                    of \$1,300.00 (HGM 002), Digestive Associates for \$677.00, and Bessler MD  
27                    for \$663.43. It is undisputed that the debts were community debt.  
28

Each party shall be responsible for one half of the other debt with Herman assuming the Dignity Health debt and Nadine assuming the student loan debt as follows with Herman taking an additional amount of debt to offset the \$5,126.59 owed for the 2015 Silverado reimbursement outlined in subsection B below:

<b>OTHER DEBT</b>	<b>Nadine</b>	<b>Herman</b>
Freedom Financial	\$ 22,480.00	
Equiant Financial Services	\$ 7,641.00	
Consolidation Plus		\$ 21,617.00
TaxServe for Bridgeport		\$ 6,270.78
Midland Credit management		\$ 729.00
Global Finance	\$ 14,900.00	\$ 14,900.00
Wakefield and Associates		\$ 1,349.00
Americollect		\$ 1,872.00
Emergency Physician		\$ 1,300.00
Digestive Associates		\$ 677.00
Bessler MD		\$ 604.00
	\$ 45,027.00	\$ 51,378.78

*(f) anything else?*

Nadine had two rings stolen from the house. It was undisputed that the rings were Nadine's separate property (wedding rings). Herman pawned the rings for \$3,500.00. The Court orders that Herman will reimburse Nadine the value of the two rings pawned.

///

///

///

1           Nadine requested one half of the value of the tools in Herman's  
2 possession. Herman stated most of the tools were sold prior to the move to Las  
3 Vegas but tools in his possession were purchased for \$1,000.00. Herman  
4 requested the return of numerous items, including scaffolding and other items.  
5 The Court orders that each party will retain the personal tools and other  
6 equipment currently in their possession which appear to be roughly equal in  
7 value.  
8  
9

10                   ***B. Business debts and assets***  
11

12           Herman runs his own company, Exquisite Towing Roadside  
13 Assistance. The Court only received information in regards to private  
14 vehicles utilized for the company as the only assets of the company, along  
15 with a bank account that appears to be utilized for Herman's private expenses  
16 as well.  
17

18           It is undisputed the company was started during the marriage.  
19 However, Nadine expressly testified that the business be awarded to Herman.  
20 As a business valuation was not completed, the Court did not receive  
21 competent testimony in order to divide assets or debts, if any.  
22  
23

24           However, pursuant to the December 16, 2019 orders of Judge Steel,  
25 Herman was to pay all expenses related to the 2015 Silverado, with the  
26 exception of the registration. Therefore, Herman is ordered to reimburse  
27

28       ///

1 Nadine for the insurance paid on the vehicle from December 16, 2019 to  
2 present in the amount of \$3, 265.00 (\$1,361.00 + \$1,104.00 + \$800.00).  
3  
4 (Exhibit 2). Additionally, Herman is ordered to pay for the finance payments  
5 to Chase Auto in the amount of \$1,861.59. (Exhibit 3). The Court has  
6 compensated for the amount owed to Nadine by allocating additional debt to  
7 Herman for the \$5,127.00.  
8

9 The Court awards Exquisite Towing Roadside Assistance to Herman  
10 along with any assets or debts in its name.  
11

## 12 **ALIMONY**

13 Herman is seeking alimony in the amount of \$1,000.00 per month.  
14 NRS 125.150(1)(a) provides that in granting a divorce, the Court “[m]ay  
15 award such alimony to either spouse, in a specified principal sum or as  
16 specified periodic payments, as appears just and equitable.” Alimony may be  
17 awarded to narrow the gap between the parties’ respective financial  
18 circumstances after divorce and to help maintain the marital standard of living  
19 to the lower income spouse. Kogod v. Cioffi-Kogod, 439 P.2d 397 (April 25,  
20 2019) citing Wright v. Osburn, 112 Nev, 1367, 970 P.2d 1071 (1998). His  
21 request is unreasonable and not supported by any of the evidence presented,  
22 especially in light of the fact his monthly income exceeds that of Nadine’s  
23 income.  
24  
25  
26  
27

28 ///

1 In making a “just and equitable” determination, the Court is required to  
2 apply NRS 125.150(9) which provides as follows:

3  
4 *(a) The financial condition of each spouse;*

5 The community has substantial debt of approximately \$248,229.00.  
6 Nadine and Herman will split this substantial debt. That debt includes  
7 vehicles, business debt, medical debt and personal debt. The assets are  
8 limited. A total of possibly four vehicles, personal and business bank  
9 accounts of an unknown accumulated value, and whatever furniture and  
10 personal effects are currently in their possessions. The Court did not receive  
11 competent evidence as to the furniture and personal effects in the possession  
12 of each party, nor their value.  
13  
14  
15

16 Herman claimed he cannot pay his monthly bills and that he is deeply  
17 in debt. However, the Court calculated his monthly actual income of  
18 approximately \$9,547.00, plus the \$700.00 a month rent paid by his mother in  
19 law for a total of \$10,247.00. Herman’s monthly expenses, pursuant to his  
20 FDF and testimony, equal approximately \$8,106.00. This leaves Herman with  
21 a balance of \$2,829.00. Nadine’s balance after expenses is \$1,465.00.  
22  
23

24 Herman has the superior financial position on a monthly basis.

25 ///

26 ///

27 ///

28 ///

1           ***(b) The nature and value of the respective property of each***  
2 ***spouse;***

3           The Court did not receive evidence in regards to the value of furniture  
4 or personal belongs of each party. Therefore, the analysis is based on the  
5 evidence that was provided to the Court. In regards to physical property,  
6 Herman has property, consisting of vehicles, valued substantially higher than  
7 Nadine's property.  
8  
9

10           ***(c) The contribution of each spouse to any property held by the***  
11 ***spouses pursuant to NRS 123.030;***

12           This factor is not relevant.  
13

14           ***(d) The duration of the marriage;***

15           This is a marriage of almost seventeen (17) years.  
16

17           ***(e) The income, earning capacity, age and health of each***  
18 ***spouse***

19           Herman and Nadine are both healthy. There is no reason why either  
20 party cannot continue to earn an income.  
21

22           ***(f) The standard of living during the marriage;***

23           There was little information concerning the standard of living during  
24 the marriage. However, the parties have amassed a significant debt of over  
25 \$200,000.00 that will be divided equally between them.  
26

27       ///

28       ///



1           ***(g) The career before the marriage of the spouse who would***  
2 ***receive the alimony;***

3           There was no evidence provided to the Court in regards to this  
4 factor.  
5

6           ***(h) The existence of specialized education or training or the***  
7 ***level of marketable skills attained by each spouse during the***  
8 ***marriage;***

9           There was no evidence that either party obtain specialized education  
10 or training during the marriage.  
11

12           ***(i) The contribution of either spouse as homemaker;***

13           The Court did not receive any competent, reliable evidence that either  
14 party sacrificed a career in order to stay at home.  
15

16           ***(j) The award of property granted by the court in the divorce,***  
17 ***other than child support and alimony, to the spouse who would***  
18 ***receive the alimony; and***

19           Herman will receive significantly more property than Nadine, subject  
20 to an equalization payment of the value of the three vehicles in his possession.  
21

22           ***(k) The physical and mental condition of each party as it***  
23 ***relates to the financial condition, health and ability to work of that***  
24 ***spouse.***

25           There is no evidence that either party suffers physical or mental  
26 impediments to maintaining their current careers.  
27

28           The Court concludes that based upon the financial conditions of the  
party an award of alimony to Herman would not be fair and equitable.

1           **THE COURT FINDS** that Nadine is now and has been an actual  
2 bona fide resident of the State of Nevada and has been actually domiciled in  
3 the State of Nevada for more than six weeks immediately prior to the  
4 commencement of this action.  
5

6           **THE COURT FURTHER FINDS** that Nadine and Herman were  
7 married on March 2, 2004 and have since remained married. The parties have  
8 become, and continue to be, incompatible in marriage, and no reconciliation is  
9 possible.  
10

11           **NOW, THEREFORE, IT IS HEREBY ORDERED** that Nadine  
12 shall assume, indemnify and hold Herman harmless from any debts and  
13 obligations in her individual names.  
14

15           **IT IS FURTHER ORDERED** that Herman shall assume, indemnify  
16 and hold Nadine harmless from any debts and obligations in his individual  
17 names.  
18

19           **IT IS FURTHER ORDERED** that Nadine shall retain any bank  
20 accounts or property in her individual name.  
21

22           **IT IS FURTHER ORDERED** that Herman shall retain any bank  
23 accounts or property in his individual name.  
24

25           **IT IS FURTHER ORDERED** that neither party shall be awarded  
26 alimony.  
27

28 ///

1           **IT IS FURTHER ORDERED** that Herman will pay Nadine an asset  
2 equalization of one half the Bluebook value (for a private sale) of the 2015  
3 Silverado, 2001 Chevy and the 2004 Silverado. Said sum is reduced to  
4 judgment with a stay of execution and interest contingent upon timely payment  
5 in the amount of \$150.00 a month due before the 15<sup>th</sup> day of each month  
6 commencing on April 15, 2021. If Herman fails to make a payment by the  
7 assigned monthly date, the stay on said sum is lifted and becomes immediately  
8 due and payable with any interest that has accrued.

9           **IT IS FURTHER ORDERED** that Herman will pay Nadine an asset  
10 equalization of \$3,500.00 for the sale of the rings. Said sum is reduced to  
11 judgment with a stay of execution and interest contingent upon timely payment  
12 in the amount of \$50.00 a month due before the 15<sup>th</sup> day of each month  
13 commencing on April 15, 2021. If Herman fails to make a payment by the  
14 assigned monthly date, the stay on said sum is lifted and becomes immediately  
15 due and payable with any interest that has accrued.

16           NOW, THEREFORE, based upon the foregoing *Findings of Fact and*  
17 *Conclusions of Law* and good cause appearing therefore:  
18

19           **IT IS HEREBY ORDERED** that the bonds of matrimony now  
20 existing between the parties are hereby wholly dissolved, and an absolute  
21 Decree of Divorce is hereby granted to the parties, and each of the parties are  
22 hereby restored to the status of a single, unmarried person.  
23

1                                   **CHILD CUSTODY AND CHILD SUPPORT ORDER**

2                                   **NOW, THEREFORE, IT IS FURTHER ORDERED** that Herman  
3  
4 and Nadine shall exercise Joint Legal Custody of the minor children and that  
5 the parties shall abide by the following joint legal custody provisions:

6                   A.       The parties shall consult and cooperate with each other in  
7  
8 substantial questions relating to religious upbringing, educational  
9  
10 programs, significant changes in social environment, and health care of  
11 the child.

12                  B.       The parties shall have access to medical and school records  
13  
14 pertaining to the child and be permitted to independently consult with  
15 any and all professionals involved with the child.

16                  C.       The parties shall participate in decisions regarding all schools  
17  
18 attended, and all providers of child care of the parties' minor child.

19                  D.       Each party shall be empowered to obtain emergency health  
20  
21 care for the child without the consent of the other party. Each party is  
22 to notify the other party as soon as reasonably practicable of any illness  
23 requiring medical attention, or any emergency involving the child.

24                  E.       Each party is to provide the other party, upon receipt,  
25  
26 information concerning the well-being of the child, including, but not  
27 limited to, copies of report cards; school meeting notices; vacation  
28

1 schedules; class programs; requests for conferences; results of  
2 standardized or diagnostic tests; notices of activities involving the  
3 child; samples of school work; order forms for school pictures; all  
4 communications from health care providers; the names, addresses, and  
5 telephone numbers of all schools, health care providers, regular day  
6 care providers and counselors.  
7

8  
9 F. Each party is to advise the other party of the school, athletic,  
10 and social events in which the child participates. Both parties may  
11 participate in activities for the child, such as open house, attendance at  
12 an athletic event, etc.  
13

14 G. Each party is to provide the other party with the address and  
15 telephone number at which the minor child resides, and to notify the  
16 other party prior to any change of address and provide the telephone  
17 number as soon as it is assigned.  
18

19  
20 H. Each party is to provide the other party with a travel itinerary  
21 and, whenever reasonably possible, telephone numbers and addresses  
22 at which the child can be reached whenever the child will be away  
23 from the parties' home for a period of two (2) nights or more.  
24

25 I. Each party shall be entitled to reasonable telephone  
26 communication with the child. Each party is restrained from  
27  
28

1 unreasonably interfering with the child's right to privacy during such  
2 telephone conversation. Telephone conversations shall be initiated  
3 either by the child or parent and are to occur during reasonable  
4 household hours.  
5

6 **IT IS FURTHER ORDERED** that Nadine and Herman shall exercise  
7 Joint Physical Custody of the minor children.  
8

9 **IT IS FURTHER ORDERED** that due to the negligible disparity of  
10 income between the parties, the Court, pursuant to NAC 425.100, does not  
11 order child support.  
12

13 **IT IS FURTHER ORDERED** that Herman is responsible for one half  
14 of the amount for insurance provided by Nadine, or \$208.50, payable on the  
15 first of every month.  
16

17 **IT IS FURTHER ORDERED** that Nadine shall secure and pay for  
18 reunification counseling for Herman and Abigail and transition Abigail into the  
19 joint physical custody.  
20

21 **IT IS FURTHER ORDERED** that reunification counseling will  
22 begin no less than thirty (30) days from the entry of this order.  
23

24 **IT IS FURTHER ORDERED** that Abigail's timeshare will follow  
25 the recommendation of the reunification counselor until the time schedule  
26 matches the schedule for the other minor children (week on/week off), or June  
27 1, 2021, whichever occurs first.  
28

1           **IT IS FURTHER ORDERED** that Herman III, Matthew and Elisha's  
2 (and Abigail's after June 1, 2021) timeshare shall be as follows:  
3

4           **Week 1 (Nadine): Sunday 6:00 p.m. to the following Sunday 6:00**  
5 **p.m.**

6           **Week 2 (Herman): Sunday at 6:00 p.m. to the following Sunday**  
7 **6:00 p.m.**

9           **IT IS FURTHER ORDERED** that the receiving parent shall provide  
10 the transportation for the child custody exchange. All exchanges are to occur  
11 in a mutually agreed upon public location. Should the parties not agree to a  
12 public location, exchanges will occur at Donna's House located at 601 N.  
13 Pecos, Las Vegas, NV. Upon request an order will be issued for the supervised  
14 exchanges with the parties equally dividing the costs.  
15

16           **IT IS FURTHER ORDERED** that neither party shall make any  
17 negative comments about the other party.  
18

19           **IT IS FURTHER ORDERED** that the non-custodial parent shall have  
20 unsupervised daily communication with the minor children by phone or video  
21 each evening between 7:00 p.m. and 7:30 p.m.  
22

23           **IT IS FURTHER ORDERED** that the parties will follow the  
24 Department I Holiday Schedule outlined in Exhibit 1.  
25

26 ///

27 ///

1           **IT IS FURTHER ORDERED** that the parties shall utilize a parenting  
2 app which, absent an emergency, shall be the exclusive means of  
3 communication between the parties. The parties shall engage in polite,  
4 respectful communications concerning the minor children.  
5

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

16           **IT IS FURTHER ORDERED** that Herman’s monthly child support  
17 obligation comes to \$9.45 a month. The Court finds the disparity of income  
18 between the parties to be negligible and therefore, pursuant to NAC 425.100,  
19 the Court will not order child support.  
20  
21

22           **IT IS FURTHER ORDERED** that any unreimbursed medical, dental,  
23 optical, orthodontic or other health related expenses incurred for the minor  
24 child shall be divided equally between the parties. Either party incurring an  
25 out-of-pocket health care expense shall provide a copy of the paid invoice/  
26 receipt to the other party within 30 days of incurring such expense. If the  
27  
28



1 invoice/receipt is not tendered within the thirty day period, the Court may  
2 consider it as a waiver of reimbursement. The other party will then have 30  
3 days from receipt within which to dispute the expense in writing or reimburse  
4 the incurring party for one-half of the expense. If not disputed or paid within  
5 the 30 day period, the party may be subject to a finding of contempt and  
6 appropriate sanctions.  
7  
8

9 **IT IS FURTHER ORDERED** that for the tax year 2020 forward,  
10 Herman shall be entitled to claim as tax dependents Herman III and Elisha in  
11 all years, and Nadine shall be entitled to claim as tax dependents Abigail and  
12 Matthew. As each minor child emancipates, if one of the parties can claim  
13 only one minor child while the other party claims two, then Herman shall be  
14 entitled to claim Elisha as a tax dependent on even years and Nadine shall be  
15 entitled to claim Elisha as a tax dependent on odd years. Once all the minor  
16 children except Elisha emancipates, Herman shall be entitled to claim Elisha as  
17 a tax dependent on even years and Nadine shall be entitled to claim Elisha as a  
18 tax dependent on odd years.  
19  
20  
21

22 **IT IS FURTHER ORDERED** that the parties shall exchange their  
23 tax returns, together with all schedules and forms, no later than April 30  
24 annually for the purpose of determining whether there has been a change in  
25 circumstance justifying revisiting the child support obligation.  
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PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

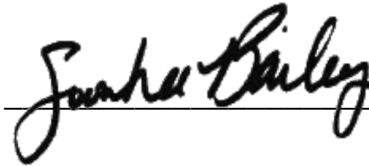
28 ///

1 who is subject to this order is still in high school when he or she reaches 18  
2 years of age, when the child graduates from high school or reaches 19 years of  
3 age, whichever comes first. Unless the parties agree otherwise in a stipulation,  
4 any modification made pursuant to a motion to modify the order will be  
5 effective as of the date the motion was filed.  
6

7  
8 **IT IS FURTHER ORDERED** that each party shall assume their  
9 own attorney fees and costs.

10 **IT IS FURTHER ORDERED** Attorney Frank Toti shall file the  
11 Notice of Entry of Order of this Decision and Order.  
12

13  
14 Dated this 26th day of February, 2021

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20 District Court Judge  
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## **EXHIBIT 1**

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

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

***Precedence:***

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

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

***Weekend Holidays***

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

	<u>Odd Year</u>	<u>Even Year</u>
Martin Luther King Day Weekend	MOM	DAD
President's Day Weekend	DAD	MOM
Mother's Day Weekend	MOM	MOM
Memorial Day Weekend	MOM	DAD
Father's Day Weekend	DAD	DAD
Independence Day <sup>1</sup>	DAD	MOM
Labor Day Weekend	MOM	DAD
Nevada Admission Day Weekend	DAD	MOM
Halloween Day <sup>2</sup>	DAD	MOM
Veterans' Day Weekend <sup>3</sup>	MOM	DAD

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

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

***Birthdays***

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

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

***Easter/Spring Break***

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

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

***Thanksgiving***

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

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

***Winter Break***

The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the school calendar releases for the break and shall continue until December 26<sup>th</sup> at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break.

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

***Religious Holidays***

When parents do not share the same religious beliefs, each parent shall have the right to provide religious instruction of their choosing to the child(ren). When both parents are of the same faith, both parents shall have the opportunity to enjoy the right to celebrate a religious holiday with the child(ren) on an alternating year basis. The following sample religious holiday schedules are intended to provide examples of shared holiday schedules

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



for religious holidays and apply *only if* one or both parents have traditionally celebrated such holidays with the parties' child(ren):

***Sample Jewish Holiday***

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

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

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

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

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

***Summer/Track Vacation***

Each parent shall have on fourteen (14) day uninterrupted summer timeshare with the child(ren) per year during the period of summer or track release for the Clark County School District. The fourteen (14) day period may not be added to regular timeshare dates

1 to extend a parent's summer vacation beyond fourteen (14) days without the written  
2 consent of the other party.

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

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

10 ***Year-Round School***

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

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

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

17 ***Transportation***

18 The receiving parent shall be responsible for providing transportation, unless otherwise  
19 ordered by the Court.  
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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Nadine Alecia Williams, Plaintiff | CASE NO: d-19-586291-d  
7 vs. | DEPT. NO. Department I  
8 Herman George Williams,  
9 Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

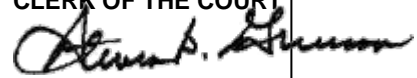
12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Decision and Order was served via the court's electronic eFile system  
to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/26/2021

15 Frank Toti frank@fjtesq.com  
16 Kenneth Robbins, Esq. FamilyFirst@HalfPriceLawyers.com  
17 David Barragan david@fjtesq.com  
18

19 If indicated below, a copy of the above mentioned filings were also served by mail  
20 via United States Postal Service, postage prepaid, to the parties listed below at their last  
21 known addresses on 3/1/2021

22 Kenneth Robbins 9205 W Russell RD STE 240  
23 Las Vegas, NV, 89148  
24  
25  
26  
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28



1 **NEOJ**  
2 **KENNETH M. ROBBINS, ESQ.**

3 Nevada Bar No. 13572

4 **JASON ONELLO, ESQ.**

5 Nevada Bar No. 14411

6 **ROBBINS & ONELLO LLP**

7 9205 W. Russell Rd., Suite 240

8 Las Vegas, Nevada 89148

9 (702) 608-2331 (Phone)

10 (702) 442-9971 (Fax)

11 Email: staff@onellolaw.com

12 Attorney for *Defendant*

13 **DISTRICT COURT - FAMILY DIVISION**

14 **CLARK COUNTY, NEVADA**

15 **NADINE ALECIA WILLIAMS**

16 Plaintiff,

17 v.

18 **HERMAN GEORGE WILLIAMS**

19 Defendant.

Case No.: **D-19-586291-D**

Dept. No.: **I**

**NOTICE OF ENTRY OF ORDER**

20 TO: Plaintiff, NADINE ALECIA WILLIAMS

21 PLEASE TAKE NOTICE that a Decision and Order was entered on February  
22 26, 2021. A copy of the Order is attached hereto.

23 Dated this 1<sup>st</sup> day of April 2021.

24 /s/ Kenneth M. Robbins, Esq.

25 **KENNETH M. ROBBINS, ESQ.**

26 Nevada Bar No. 13572

27 **ROBBINS & ONELLO LLP**

28 9205 W. Russell Rd., Suite 240

Las Vegas, Nevada 89148

(702) 608-2331 (Phone)

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Email: staff@onellolaw.com

Attorney for *Defendant*


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## 1. Notice of Entry of Order

  X   electronic filing on the date hereof and service through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Master Calendar Service List as follows:

\_\_\_\_email correspondence on the date of electronic filing at the following address:

\_\_\_\_\_/s/ Nicole Fasulo\_\_\_\_\_  
An Employee of Robbins & Onello, LLP

  
CLERK OF THE COURT

1 **DAO**

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

4 \*\*\*\*\*

5 NADINE ALECIA WILLIAMS,

CASE NO.: D-19-586291-D

6 Plaintiff,

DEPT: I

7  
8 vs.

DATE OF HEARING: 02/11/2021

9 HERMAN GEORGE  
10 WILLIAMS,

TIME OF HEARING: 9:00 A.M.

11 Defendant.

12  
13 **DECISION AND ORDER**

14 THIS MATTER came before the Court for Non-Jury Trial on February  
15 11, 2021. Plaintiff, Nadine Alecia Williams ("Nadine"), appeared with her  
16 attorney, Frank Toti, Esq., over the *Blue Jeans* video application and  
17 Defendant, Herman George Williams ("Herman"), appeared with his  
18 unbundled attorney, Kenneth Robbins, Esq., over the *Blue Jeans* video  
19 application. The Court heard the testimony from the parties. The Court, after  
20 a review of the pleadings and papers on file herein, considering and weighing  
21 the credibility of the parties, and good cause appearing issues the following  
22 *Findings of Fact, Conclusions of Law, and Orders:*  
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1           5.       Abigail currently attends Nevada State High School. Nadine  
2 enrolled Abigail for the current school year without consulting with Herman.  
3  
4 Nadine stated that Herman is listed as a parent and can obtain information from  
5 the school.

6           6.       Elisha and Matthew attend Gwendolyn Elementary School and  
7  
8 Herman II attends Cram. Nadine would like the boys to attend Doral Academy  
9 for the 2021-2022 school year. There is a location approximately ten miles  
10 from him and fifteen miles from her. Herman does not oppose the boys  
11 attending Doral Academy.  
12

13           7.       Herman runs his own tow truck company. He can set his own  
14 schedule. It is a Limited Liability Company (LLC) and he works as an  
15 independent contractor. Nadine is not a member of the LLC, nor does she  
16 have an objection to the award of the LLC to Herman. It is currently in default  
17 status.  
18  
19

20           8.       Nadine is a registered nurse with Advanced Health Care. Her  
21 usual schedule is Monday through Friday.

22           9.       Herman vacated the marital residence which was a rental.  
23  
24 Nadine came home March 8, 2019, to a U-Haul in the driveway and Herman  
25 and his friends emptying the house. They removed approximately 90% of the  
26 furniture. There was not a conversation about him leaving.  
27

28       ///



1           10. Herman took the children with him because he showed her  
2 paperwork from CPS that appeared he was to have the minor children. She  
3 later learned the paperwork was false. He moved approximately twenty-five  
4 minutes away from her.  
5

6           11. Herman made multiple reports to CPS. One report alleged  
7 Nadine hit Abigail in the head with a PVC pipe. Nadine claimed all reports  
8 were unsubstantiated and that Abigail was coached by her father and  
9 grandmother.  
10

11           12. Nadine tried to reach out to the children through Herman but  
12 he denied her access or contact. She only had contact with the children once  
13 before the court hearing in July of 2019. Herman took the children to meet her  
14 once for lunch before the court date.  
15

16           13. After the July, 2019 hearing, the Court awarded Nadine  
17 visitations every Saturday between 10:00 a.m. – 6:00 p.m. The Court  
18 expanded her visitation to Friday to Monday visits after a review of the child  
19 interviews. They exchange the boys on Mondays between 7:30 a.m. – 7:40  
20 a.m. She prepares breakfast for them but they usually prefer to wait until  
21 Herman picks them up because he will take them to McDonalds.  
22

23           14. Abigail ended up moving in with Nadine in October of 2019.  
24 This schedule has been in place for over a year.  
25

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1           15. Herman was to engage in reunification therapy with Abigail  
2 but he has not started it. Herman was to have visitation with Abigail on  
3 weekends. Abigail did not have teen discretion but Herman has only exercised  
4 visitation with her once since October of 2019. There was an issue where  
5 Herman took away Abigail's vape pen during that visit. Nadine does not allow  
6 Abigail to smoke marijuana in her home. She has grounded Abigail by turning  
7 off her phone.  
8

10           16. Abigail has tried to reach out to Herman but he has not  
11 responded. She reached out to his family and they also have not responded.  
12

13           17. Herman has not attempted to communicate with Abigail.  
14 Nadine has not dropped off Abigail for visits with Herman.  
15

16           18. Nadine has not spoken to Herman since June of 2019. First,  
17 Herman blocked her number and then he changed his number. Despite a court  
18 order to utilize a parenting app, he has yet to do so.  
19

20           19. Although Nadine would not prevent a relationship with  
21 children, Herman prevents her from having a relationship with the children.  
22 He undermines her authority with the minor children and tells them that they  
23 do not have listen to her and that they can call 911.  
24

25           20. After July 2019, Herman still prevented contact. He would  
26 communicate the children were not feeling well, or they just did not show up  
27 for exchanges.  
28

1           21.     Nadine describes the level of conflict between herself and  
2 Herman as very high. If Herman feels someone has wronged him, he will do  
3 whatever he can to hurt you. He refuses to communicate with her at all.  
4

5           22.     Her (Nadine stated?) relationship with Abigail has approved  
6 drastically since she moved in with her. She and the boys have a good time  
7 during their visits, but it is difficult to co-parent with Herman.  
8

9           23.     An incident occurred on January 22, 2020. Nadine went to  
10 Herman's apartment to pick up Elisha. Herman reported to her that Elisha was  
11 sick and had been home all week. Herman refused to allow Elisha to leave  
12 with Nadine. As a result, she blocked the exit to the complex and refused to  
13 allow Herman to leave the complex. Abigail was present with Nadine during  
14 this incident.  
15  
16

17           24.     Nadine filed her Financial Disclosure Form (FDF). She earns  
18 \$9,583.00 every month. Her previous FDF reported an annual income of  
19 \$159,265.55 for 2019. However, her company restructured and her position  
20 became salaried and not per diem.  
21

22           25.     When Nadine resided with Herman, he earned approximately  
23 \$6,000.00 - \$10,000.00 a month. Herman filed an FDF that claimed \$5,666.00  
24 a month but \$11,300.00 a month for the total. She believes the \$11,300.00.00  
25 is the more accurate number. He also did not list any assets. She and Herman  
26 do not share bank accounts and neither possesses a retirement fund or stocks.  
27  
28

1           26.     The Court previously granted Herman the 2015 Silverado to  
2 use in his tow business. Nadine had canceled registration of Silverado because  
3 she felt he was lying to obtain the vehicle. She did not notify him because she  
4 did not have a way to contact him. Herman has paid the 2021 registration on  
5 the Silverado. He dropped off a check to her attorney's office.  
6

7  
8           27.     She was to pay for the registration and Herman was to pay the  
9 monthly payment on the loan and insurance, but he has not. Nadine made all  
10 the payments and requests reimbursement. In addition to the 2015 Silverado,  
11 she believes he is in possession of three more vehicles. Two other Silverado  
12 vehicles are utilized in his tow business.  
13

14           28.     Nadine also reported a break in to the police. She had two  
15 rings of a three piece ring set valued at \$3,500.00 stolen during the break in.  
16 The police investigated and discovered that Herman had pawned the two rings.  
17

18           29.     In regards to debt, the community debt consists of a tax serve  
19 debt from Bridgeport for the taxes on the vehicles and a consolidation loan.  
20

21           30.     Nadine testified that Herman also possesses tools (wrenches,  
22 electric drills, saws, compressor, screwdrivers, etc.) that were purchased at a  
23 cost of approximately \$15,000.00. The tools were purchased for a body shop  
24 they owned.  
25

26 ///

27 ///

1           31.     At one point, Herman requested items previously left in the  
2 home. The items included a BBQ grill and a freezer. They communicated  
3 through attorneys in regards to the time to pick up the items. Herman did not  
4 retrieve the items.  
5

6           32.     In regards to the trampoline he requested, Nadine stated it was  
7 broken. She refused to give him the scaffold because she claims she purchased  
8 it.  
9

10          33.     Nadine purchased a printing machine. She obtained a loan of  
11 \$35,000.00 (although she called it a lease). The machine is currently in a  
12 business in Jamaica where it was intended to be a secondary source of income  
13 for them. Nadine paid \$1,500.00.00 a month until December of 2019. She  
14 does not own a business in Jamaica.  
15  
16

17          34.     Herman Williams testified that he also requests the Court grant  
18 the divorce.  
19

20          35.     He would like to have a relationship with Abigail. The Court  
21 ordered that Nadine was responsible for payment of reunification therapy with  
22 Abigail. However, once Abigail moved back in with her, she cancelled the  
23 therapist.  
24

25 ///

26 ///

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28 ///

1           36.     His last visitation with Abigail was in January of 2020. It  
2 was a weekend and he was supposed to have her until Monday. She locked  
3 herself in her room. Herman went to sleep and when he woke up, the patio  
4 door was open and Abigail was gone. He called the police and Nadine who  
5 told him that Abigail had not run away. However, Herman did not learn that  
6 Abigail was with Nadine until the boys returned home on Monday.  
7

8  
9           37.     Herman does not know Abigail's phone number. He had  
10 purchased a phone for her but Nadine gave her a different phone so the phone  
11 he purchased was turned off.  
12

13           38.     Nadine does not drop off Abigail at exchanges. Herman  
14 chooses not to get out of his car at exchanges to avoid conflict and contact with  
15 Nadine. The Court ordered a talking app for the parties to communicate. He  
16 signed up on his one phone but Nadine did not accept him. His phone was  
17 stolen (he believes Abigail took it) and he did not have a phone with the ability  
18 to download an app until Christmas of 2020. Herman is now willing to install  
19 the app to communicate.  
20  
21

22           39.     He never personally witnessed Nadine being violent towards  
23 the children but Abigail did call him about the incident in 2018. He personally  
24 does not use physical discipline with the children. He yells and screams at  
25 them.  
26

27  
28     ///

1           40.     Herman prefers the current schedule. He describes his  
2 relationship with the boys as great. However, he has issues with the Monday  
3 exchanges. He requests a Sunday evening drop off due to the fact that Nadine  
4 is often late and the boys are hungry and their faces are dirty at the exchanges.  
5 They request McDonalds, although they only get McDonalds on Fridays.  
6

7           41.     There was an incident at his apartment complex on January 22,  
8 2020 with Nadine. Her attorney contacted him that Nadine wanted visitation  
9 with Elisha. He was at work at the time and Elisha was ill and was on  
10 medication. She showed up with Abigail and knocked on the door. Herman  
11 attempted to leave in his vehicle but she blocked the exit. He eventually had to  
12 sneak out a side gate. As a result, he had to move out of the apartment  
13 complex.  
14

15           42.     Herman drives a tow truck. He is an independent contractor.  
16 He receives six calls a day via an app. He is paid by zone.  
17

18           43.     He mostly uses the 2015 Silverado to tow vehicles because it  
19 has a universal tow system. The 2004 Silverado is used but it is an  
20 undercarriage tow. If Nadine is awarded the 2015 Silverado, he will be unable  
21 to work.  
22

23 ///

24 ///

25 ///

1           44.     He prepared his FDF a week before the trial. He left town to  
2 visit his sick father. He forgot to add expenses and assets. Herman initially  
3 testified that he did earn the \$11,300.00 a month but then corrected himself to  
4 state the \$5,667.00 was more accurate.  
5

6           45.     Herman testified that he makes cash payments for the 2004  
7 Silverado at \$250.00 a month but that he does not have receipts. He pays  
8 approximately \$2,000.00 a month for fuel for his vehicles. He drives them  
9 both for work and personal business.  
10

11           46.     He also pays \$349.00 for his cell phone and the cell phone for  
12 the boys. Herman estimated he spends approximately \$300.00 a month for his  
13 clothes.  
14

15           47.     Herman claims he does not own a single asset but when further  
16 questioned, he stated he estimates the 2015 Silverado to be worth \$20,000.00  
17 the 2004 Silverado to be worth \$3,500.00 (although he still owes \$1,000.00),  
18 and the 2001 Silver Chevy but he did not state the value. Herman was  
19 adamant that Nadine is not entitled to one half of the value of the vehicles.  
20

21           48.     Herman also has a hospital bill of over \$68,000.00 to Dignity  
22 Health. However, he has not received a bill since April of 2019, and has not  
23 made any payments towards it. He does not know if Dignity Health has  
24 written it off or not.  
25

26  
27  
28     ///



1           49.     In regards to the debt consolidation, Nadine handled finances.  
2 Herman would be willing to pay half the debt if she brings back the machine  
3  
4 that went to Jamaica. He was aware of the purchase at the time it was made  
5 but stated Nadine did not consult him prior to the purchase. Herman testified  
6 he gave her \$6,000.00 to buy machine but did not provide receipts. He is  
7  
8 unaware of the loan but believes it to be worth \$34,000.00.

9           50.     In regards to the compressor, tools and frame machine  
10 requested by Nadine, many items were thrown away before the move from  
11  
12 New York to Las Vegas. Herman has purchased approximately \$1,000.00 in  
13 tools since the two separated.

14           51.     Phyllis Gayle testified that she is the mother of Nadine. She  
15  
16 resided with Nadine and Herman in Connecticut and also moved to Las Vegas  
17 with them.

18           52.     Phyllis currently resides with Herman and pays him rent.  
19

20           53.     Phyllis and Nadine were involved in an argument in February  
21 of 2019 when she told Nadine's boyfriend to get out of the house. Nadine  
22 grabbed her by the throat. She also pulled her outside, but due to her  
23 screaming, Nadine pulled her back into the house. The children were present  
24 during the incident. As a result, Phyllis injured her arm. The police were  
25 called and a report was taken but Phyllis stated she did not follow up. Nadine  
26  
27 kicked her out of the house after the incident.  
28

1           54.     Phyllis stated she witnessed Nadine become physical with the  
2 children on more than one occasion. She was present when Nadine struck  
3 Abigail with a piece of PVC pipe and cut her forehead.  
4

5           55.     Phyllis never called the police in regards to Nadine becoming  
6 violent with the children.  
7

8           56.     The FMC interviewed the children twice. The first interview  
9 occurred on August 19, 2019. The children noted that Nadine resorts to  
10 physical discipline using extension cords, gauge wires, belts, rubber insulation  
11 from the window and a pipe on one occasion. The result is that it sometimes  
12 leaves marks, or in the case of the pipe, a scar.  
13

14           57.     During this initial interview, Matthew rated his relationship  
15 with Nadine as a nine and with Herman, a ten. Abigail rated her relationship  
16 with Nadine a one and a ten with Herman. Herman III rated his relationship  
17 with Nadine a five and a nine with Herman. Elisha was too young to  
18 comprehend the scale, but when asked to describe his mother, he stated she  
19 beat him when he was asleep.  
20

21           58.     The second interview occurred on January 29, 2020. Matthew  
22 refused to participate. During the secondary interview, Herman III rated his  
23 relationship with Nadine as an eight and his relationship with Herman a ten.  
24 Elisha rated his relationships with both Herman and Nadine a ten. Elisha  
25 disclosed that Herman states that Nadine is very mean and calls her the 'F'  
26 word.  
27  
28

59. Abigail rated her relationship with Nadine a nine and her relationship with Herman a one. Abigail stated she will not go back to Herman's house. She reported that Herman is very angry and vengeful and constantly trying to ruin Nadine.

60. The children reported that Herman lives with his “home girl” Kim. Nadine also has a significant other in her life, Stephen.

## CONCLUSIONS

Nadine requests this Court grant her a divorce from Herman, joint legal custody and primary physical custody of the minor children. She does not request spousal support but that community debt is divided equally. Herman also requests this Court grant the divorce but requests sole legal and sole physical custody of Herman, Matthew and Elisha and joint legal custody of Abigail. He requests that the Court grant Nadine primary physical custody of Abigail. He also seeks child support and alimony in the amount of \$1,000.00 a month. Both Nadine and Herman requests the Court grant them attorney's fees.

Both parties filed Motions for Orders to Show Cause, which were granted. However, neither party filed the Orders to Show Cause, or served the Orders on the appropriate parties. Therefore, the Orders to Show Cause are denied.

/ / /

1           **I.       CUSTODY**

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

3  
4           1. When a court is making a determination regarding the legal  
5 custody of a child, there is a presumption, affecting the burden of  
6 proof, that joint legal custody would be in the best interest of a minor  
7 child if:

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

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

14           2. The court may award joint legal custody without awarding joint  
15 physical custody.

16           The evidence established that both Nadine and Herman have frustrated  
17 the efforts of the noncustodial parent to establish a meaningful relationship  
18 with the minor children. As further discussed below, Herman refused to either  
19 communicate at all or sign up for the parenting app. He blocked Nadine's  
20 number and later changed his number without notice to her. He failed to  
21 appear for exchanges. Additionally, communication between the parties had to  
22 go through the attorneys for the parties.

23           Nadine frustrated Herman's attempts to maintain a meaningful  
24 relationship with Abigail. When he communicated with Nadine, when Abigail  
25 ran away, she never told him that Abigail was with her. Additionally, she did  
26 not enroll Abigail in reunification therapy or encourage Abigail to maintain her  
27 relationship with Herman.

1 Both parents attempted to frustrate the noncustodial parent's  
2 relationship with the children.

3  
4 **THEREFORE, IT IS ORDERED** that Nadine and Herman shall  
5 share Joint Legal Custody of the minor children.

6 The Court must next consider presumptions against joint physical  
7 custody pursuant to NRS 125C.003 which states in relevant part:  
8

9 ***Best interests of child: Primary physical custody;***  
10 ***presumptions; child born out of wedlock.***

11 *1. A court may award primary physical custody to a parent if*  
12 *the court determines that joint physical custody is not in the*  
13 *best interest of a child. An award of joint physical custody is*  
14 *presumed not to be in the best interest of the child if:*

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

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

20 *(c) Except as otherwise provided in subsection 6 of NRS*  
21 *125C.0035 or NRS 125C.210, there has been a determination*  
22 *by the court after an evidentiary hearing and finding by clear*  
23 *and convincing evidence that a parent has engaged in one or*  
24 *more acts of domestic violence against the child, a parent of*  
25 *the child or any other person residing with the child. The*  
26 *presumption created by this paragraph is a rebuttable*  
27 *presumption.*

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

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

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

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

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

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

4                    (II) *Has never acknowledged paternity pursuant to*  
5                    NRS 126.053; or

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

8                   There was evidence that Herman has not cared for Abigail at least 146  
9                   days of the year. There was also evidence that Nadine has not cared for  
10                  Herman III, Matthew and Elisha for at least 146 days of the year. Therefore,  
11                  Nadine has established a presumption that primary physical custody for  
12                  Abigail is in her best interest. Herman has established a presumption that  
13                  primary physical custody for Herman III, Matthew and Elisha is in their best  
14                  interest. However, as further outlined below, primary physical custody by  
15                  either Nadine or Herman is not in the best interest of the minor children.  
16

17                  The Court now turns its attention to NRS 125C.0035(5) which states:

18                  Except as otherwise provided in subsection 6 or [NRS 125C.210](#),  
19                  a determination by the court after an evidentiary hearing and  
20                  finding by clear and convincing evidence that either parent or any  
21                  other person seeking physical custody has engaged in one or  
22                  more acts of domestic violence against the child, a parent of the  
23                  child or any other person residing with the child creates a  
24                  rebuttable presumption that sole or joint physical custody of the  
25                  child by the perpetrator of the domestic violence is not in the best  
26                  interest of the child. Upon making such a determination, the court  
27                  shall set forth:  
28

///

///

1 (a) Findings of fact that support the determination that one or  
2 more acts of domestic violence occurred; and

3 The Court finds by clear and convincing evidence that Nadine  
4 has committed two incidents of domestic violence. The first incident was  
5 between herself and Abigail, and the second incident occurred between  
6 herself and her mother.  
7

8 (a) *All prior acts of domestic violence involving either party;*  
9

10 The Court heard evidence of two incidents of domestic violence  
11 that involved Nadine.

12 Phyllis stated she witnessed Nadine become physical with the children  
13 on more than one occasion. She was present when Nadine struck Abigail with  
14 a piece of PVC pipe and cut her forehead. Abigail also reported the incident  
15 during the FMC interview.  
16

17 The second incident Phyllis and Nadine were involved in an argument  
18 in February of 2019 when she told Nadine's boyfriend to get out of the house.  
19 Nadine grabbed her by the throat. She also pulled her outside, but due to her  
20 screaming, Nadine pulled her back into the house. The children were present  
21 during the incident. As a result, Phyllis injured her arm. The police were  
22 called and a report was taken but Phyllis stated she did not follow up. Nadine  
23 kicked her out of the house after the incident. The Court finds Phyllis  
24 credible.  
25  
26  
27  
28

1           ***(b) The relative severity of the injuries, if any, inflicted upon the***  
2           ***persons involved in those prior acts of domestic violence;***

3           The Court heard testimony that Abigail suffered a cut to her forehead  
4 and as a result, still has a scar. Phyllis testified she suffered an injury to her  
5 arm after the incident.  
6

7           ***(c) The likelihood of future injury;***

8           The Court did not receive credible evidence that there was a likelihood  
9 of future injury. The Court previously ordered that neither parent was allowed  
10 to use corporal punishment on the children. The evidence the Court received  
11 after the order was in place expressed a change in Nadine's punishment of the  
12 children. During the second interview with FMC, they expressed positive  
13 relations with Nadine with no other incidents of physical discipline.  
14  
15

16           The evidence presented supports a finding that the incident with her  
17 mother was a one-time occurrence. Phyllis reports that she no longer lives  
18 with Nadine and that she and Nadine are not in communication with each other  
19 at this time. Therefore, the likelihood of future injury is minimal.  
20  
21

22           ***(d) Whether, during the prior acts, one of the parties acted in self-***  
23           ***defense; and***

24           The Court did not receive any evidence on this factor.  
25

26       ///

27       ///

28       ///



1 (e) Any other factors which the court deems relevant to the  
2 determination.

3 The Court finds substantial evidence to establish by clear and  
4 convincing evidence that Nadine committed two acts of domestic violence.  
5 However, the Court subsequently ordered that she not utilize corporal  
6 punishment on the children. The evidence presented established through the  
7 FMC interviews that Nadine no longer utilizes corporal punishment on the  
8 children. She also no longer lives with her mother. Additionally, each child  
9 rated an improved relationship with Nadine after the initial FMC interview.  
10 Therefore, the Court finds that Nadine overcame the presumption that sole or  
11 joint physical custody of the child by the perpetrator of the domestic violence  
12 was not in the best interest of the minor children.  
13

14 The Court must also consider the best interests of the parties' children  
15 by considering the factors established under NRS 125C.0035(4):  
16

17 4. In determining the best interest of the child, the court shall  
18 consider and set forth its specific findings concerning, among  
19 other things:  
20

21 ///

22 ///

23 ///

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28 ///

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

4           At 16 years of age, Abigail is of sufficient age and capacity to form an  
5           intelligent preference as to her physical custody. Abigail rated her  
6           relationship with her dad as a one and her relationship with her mother as a  
7           nine. This is the direct opposite of her initial interview with FMC. Abigail  
8           described her relationship with her father as “horrible” and that they are not  
9           even on speaking terms. She does not wish to have anything to do with him.  
10           

11           Elisha rated his relationship with his mother as a ten and his  
12           relationship with his father as a ten. Elisha described the current scheduled as  
13           “fine.” Herman rated his relationship with this mother as an eight, and his  
14           father a ten. Herman rated the current schedule as a five.  
15           

16           However, all three children related that Herman speaks negatively  
17           about Nadine. Herman tells the children that Nadine is “mean and calls her  
18           the ‘F’ word” and that she abused the children. Abigail reported her mother  
19           says Herman is vengeful. Elisha and Herman denied that Nadine speaks  
20           negatively about Herman.  
21           

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

23           Nomination of guardianship is not relevant in these proceedings  
24           between two parents and not involving a third party.  
25

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

The Court does not find in favor of either parent. The evidence established that both Nadine and Herman have frustrated the efforts of the noncustodial parent to establish a meaningful relationship with the minor children.

As further discussed below, Herman refused to either communicate at all or sign up for the parenting app. The Court did not find him credible when he testified that he did not have the ability to download the app because of his phone, especially when he later testified he used an app for his tow business. He also blocked Nadine's number and later changed his number without notice to her. He failed to appear for exchanges. His refusal to communicate resulted in the only communication between the parties available was through the attorneys. The children all revealed during the FC interview that Herman spoke in a disparaging manner about Nadine.

Nadine frustrated Herman's attempts to maintain a meaningful relationship with Abigail. When he did communicate with her when Abigail ran away, she never told him that Abigail was with her. Additionally, she did not enroll Abigail in reunification therapy or encourage Abigail to maintain her relationship with Herman.

///

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

2           The Court finds Nadine's favor. Both Nadine and Herman  
3  
4 acknowledge the high level of conflict between them. The Court notes that  
5 Herman could not contain his anger at the notion that Nadine was entitled to  
6 community assets. His reaction supported the reports of Nadine and the  
7 children that he harbors extreme hostility towards Nadine. It further reflects  
8 his complete lack of ability to co-parent.  
9

10           Herman III reported that his parents do not like each other at all.  
11  
12 "They only talk if there's a problem and then it usually ends up in an  
13 argument. They just don't like each other, well, my dad doesn't like my  
14 mom." Abigail stated that Nadine "has tried, but my dad isn't having it. My  
15 father does things to create conflict." Nadine reported that Herman has  
16 blocked Nadine from calling him, changed his number and not told Nadine and  
17 doesn't follow the Court order for time between Abigail and her siblings.  
18  
19

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

21           The Court did not receive testimonial evidence in regards to this  
22 factor. However, Herman admitted his Dignity Health hospital records from  
23 November 24, 2018, when he was detained on a Legal 2000 for suicidal  
24 ideation. He was admitted.  
25  
26

27 ///

28 ///

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

3       The Court did not receive evidence in regards to this factor. ]  
4

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

6       The Court finds this factor to be neutral between Nadine and Herman.  
7  
8       Despite their efforts to damage the noncustodial parent's relationship with the  
9       minor children, they appear to be balancing the high conflict custody situation  
10       better than their parents. Matthew did not participate in the second interview  
11       but both Elisha and Herman III rate their relationships with both Nadine and  
12       Herman favorably.  
13

14       Abigail has changed her ratings of her relationship with Nadine and  
15       Herman from a one to a nine to a nine to a one. At the age of 16 years, the  
16       Court is unclear as to whether she is manipulating one parent against the other  
17       for her own gain. However, it is clear to this Court, that Herman must repair  
18       his relationship with Abigail, which he has expressed a desire to do.  
19  
20

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

23       The Court finds this factor neutral. The minor children are able to  
24       maintain their relationships with each other. The boys are together at all times  
25       and see Abigail at their mother's house.  
26

27       ///  
28

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

3        The Court addressed the issue of parental abuse in its analysis above.

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

8        The Court addressed this issue in more detail above.

9        *(l) Whether either parent or any other person seeking physical*  
10       *custody has committed any act of abduction against the child or*  
11       *any other child.*

12       There was no credible evidence in regards to this factor.

13       **THE COURT CONCLUDES** that neither Nadine nor Herman met  
14  
15 their burden to establish that an award of primary physical custody is in the  
16  
17 minor children's best interest. The Court is extremely concerned about the  
18  
19 effect of the separation, divorce proceedings and the antics of the parties on  
20  
21 Abigail. The Court is disheartened that the counseling previously ordered did  
22  
23 not occur. The Court will not reward either parent in their attempts to gain  
24  
25 primary custody of the minor children through pathogenic parenting.

26       The Court is persuaded by the positive relationship described by the  
27  
28 children supports joint custody. Additionally, the Court finds that both parents  
would benefit from the UNLV Cooperative Parenting Class, which the Court is  
ordering at this time.

1           **THE COURT FINDS** that Joint Physical Custody is in the minor  
2 children's best interest.

3  
4           In regards to child support, NAC 425.115 states:

5           ***Determination of child support obligation in accordance with***  
6 ***guidelines if no stipulation; adjustment of obligation based upon type***  
7 ***of custody held by parent.***

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

11           2. *If a party has primary physical custody of a child, he or she is*  
12 *deemed to be the obligee and the other party is deemed to be the*  
13 *obligor, and the child support obligation of the obligor must be*  
14 *determined.*

15           Both parties filed FDFs, however, Herman's did not include any  
16 assets. Additionally, Herman only included three pay sheets that do not  
17 adequately demonstrate his monthly income.

18           Herman is not paid hourly, he is paid as a tow truck driver per job.  
19 However, his invoice does not reflect the correct numbers of days. The Court  
20 is unsure if it is due to the holidays or other reasons undisclosed.

21           The Court does not find Herman credible in regards to his income.  
22 He testified he works at least five days a week and utilizes an app for six  
23 tows a day. Based upon his invoice, the tow rate varies from as low as  
24 \$34.00 (which made up the majority) to up to \$56.00 (on only one occasion).  
25 At six tows per day, Herman would earn \$204.00 minimum per day. This  
26 calculation is not supported by the evidence provided to the Court.  
27  
28

1 The Court's analysis is further supported by a review of Herman's  
2 bank statements. See HGW303 – 345. His lowest payment received was on  
3 October 2, 2020, for \$870.00. His highest compensation was \$1,788.00  
4 received on September 4, 2020. The Court did not receive bank statements  
5 from January, April, May or June. His yearly compensation for the  
6 remaining months was \$73,322.00 for thirty –two weeks of work. That  
7 averages to \$2,291.31 per week. The yearly wage for Herman is actually  
8 \$114,566.00 (factoring in two unpaid weeks for vacation, etc.), which  
9 equates to \$9,547.00 a month, the amount the Court now imputes as income  
10 to Herman. Additionally, Herman receives \$700.00 a month rent from his  
11 mother-in-law, which increases his gross income to \$10,247.00 a month.  
12

13 Nadine's gross income on her FDF is listed as \$9,583.00. However,  
14 her pay stubs reflect a biweekly salary of \$4,791.67, which would equate to  
15 gross income of \$145,583.00 per year, or \$10,382.00 per month.  
16

17 Therefore, Herman's monthly obligation comes to \$9.45 a month.  
18 The Court finds the disparity of income between the parties to be negligible  
19 and therefore, pursuant to NAC 425.100, the Court will not order child  
20 support. However, Nadine also provides health insurance for the children in  
21 the amount of \$417.00 a month. Herman is responsible for one half of that  
22 amount, or \$208.50. Therefore Herman's total obligation is therefore  
23 \$208.50 due on the first of every month.  
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1       **II.     DIVISION OF PROPERTY AND DEBT**

2               ***A. Community Property***

3               NRS 125.150(1)(b) provides that:

4  
5               In granting a divorce, the court . . . [s]hall, to the extent  
6               practicable, make an equal disposition of the community  
7               property of the parties, except that the court may make an  
8               unequal disposition of the community property in such  
9               proportions as it deems just if the court finds a compelling  
10              reason to do so and sets forth in writing the reasons for making  
11              the unequal disposition.

12              Under NRS 125.150(1), the Court is required to make an equal  
13              division of community property (the exact portion of which is unknown)  
14              absent a compelling reason to make an unequal distribution.

15              In regards to other community assets and debts, the Court finds the  
16              following:

17                      ***a) Bank Accounts***

18              The Court did not receive any credible evidence of the value of the  
19              parties' bank accounts, leaving the only method of dividing the account to  
20              equally divide the balances. In this regard, however, it makes sense for each  
21              party to identify and keep any bank accounts in their individual names. If a  
22              joint bank account exists, it is to be equally divided.  
23  
24  
25

26              ///

27              ///

1                   ***b) Vehicles***

2                   It is undisputed that the 2015 Silverado, 2001 Chevy and 2004  
3 Silverado are community property. Additionally, Nadine's insurance  
4 statements list a 2010 GMC Acadia and a 2019 Chevy Traverse, however,  
5 other than the \$150.00 a month listed on Nadine's FDF for car loan/lease, the  
6 Court did not receive any evidence related to these vehicles, or the value of  
7 each. *See* Plaintiff's Exhibit 2. Herman testified that although he failed to list  
8 it on his FDF, he pays per month \$250.00 cash for the 2004 Silverado.  
9 Herman did not state the value of the 2001 Chevy.  
10

11                   Nadine requested the Court award her the 2015 Silverado. Nadine did  
12 not give a basis for her request for the 2015 Silverado, other than she made  
13 payments on it and she pays for insurance. The payments made for the  
14 Silverado were made from community assets even if the funds came from her  
15 separate account. It is undisputed that this vehicle and the 2004 Silverado are  
16 utilized in Herman's tow business which causes the Court to find Nadine not  
17 credible as to her request for the 2015 Silverado. It appears the request was  
18 based on spite, which is further supported by the evidence the Court heard in  
19 regards to the relationship between Herman and Nadine. As outlined in her  
20 FDF and insurance paperwork, Nadine possesses one or two vehicles. The  
21 Court does not find it credible that she needs the 2015 Silverado as her third  
22 vehicle.  
23  
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1 The Court does not have sufficient evidence to determine the value of  
2 any vehicles in Nadine's possession. The Court awards each party the  
3 vehicles in their possessions. Nadine is to receive one half the value of the  
4 2015 Silverado, 2001 Chevy and the 2004 Silverado from Herman based upon  
5 the Bluebook average value for a private sale of each vehicle. This will be  
6 completed within thirty (30) days of the entry of this Order.  
7

8  
9 *c) Retirement*

10 Neither party testified as to retirement accounts. Therefore, the Court  
11 did not consider retirement accounts in its analysis.  
12

13 *d) Life Insurance*

14 The Court did not receive competent testimony that either party has a  
15 life insurance policy, therefore, it was not considered in its analysis.  
16

17 *e) Credit Cards*

18 Nadine listed extensive debt in her FDF. She included debt for  
19 credit cards in the amount of \$16,634.00. It was not disputed that the debt  
20 was accumulated during the marriage. Each party shall be responsible for one  
21 half the debts for the credit cards.  
22

23  
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1                    *f) Other debt*

2                    Nadine listed additional debt to Freedom Financial for \$22,486.00,  
3  
4                    Consolidation Plus loan of \$21,617.00, Equiant Financial Services for  
5                    \$7,641.00, Tax Serv for Bridgeport of \$8,270.78, Global Finance for  
6                    \$29,800.00, and student loans for \$76,195.00. The Court did not receive any  
7  
8                    evidence that any property was the separate property of either Herman or  
9                    Nadine, therefore, the Court will treat the debts as community property.

10                    Herman failed to properly prepare his FDF. The Court was able to  
11  
12                    determine debts to Midland Credit Management statement in the amount of  
13                    \$729.00 (HGW 007), Wakefield and Associates in the amount of \$1,348.22  
14                    (HGW 011), and Americollect in the amount of \$1,872.00. It is undisputed  
15  
16                    that the debts were community debt.

17                    Herman submitted documents from the IRS that outlines an  
18  
19                    outstanding balance and a payment agreement (HGM 279-302). The Court  
20  
21                    did not receive any evidence, other than the exhibits, in order to determine the  
22                    extent of the debt, if any. The Court orders that the parties will equally divide  
23                    any tax debt, if any, incurred during the marriage.

24                    Herman also provided medical bills from Dignity Health totaling  
25                    \$75,627.30 (HGM 001, 009), Emergency Physician Statement in the amount  
26                    of \$1,300.00 (HGM 002), Digestive Associates for \$677.00, and Bessler MD  
27                    for \$663.43. It is undisputed that the debts were community debt.  
28

1 Each party shall be responsible for one half of the other debt with  
2 Herman assuming the Dignity Health debt and Nadine assuming the student  
3 loan debt as follows with Herman taking an additional amount of debt to  
4 offset the \$5,126.59 owed for the 2015 Silverado reimbursement outlined in  
5 subsection B below:  
6

7	OTHER DEBT	Nadine	Herman
8	Freedom Financial	\$ 22,486.00	
9	Equiant Financial Services	\$ 7,641.00	
10	Consolidation Plus		\$ 21,617.00
11	TaxServe for Bridgeport		\$ 8,270.78
12	Midland Credit management		\$ 729.00
13	Global Finance	\$ 14,900.00	\$ 14,900.00
14	Wakefield and Associates		\$ 1,349.00
15	Americollect		\$ 1,872.00
16	Emergency Physician		\$ 1,300.00
17	Digestive Associates		\$ 677.00
18	Bessler MD		\$ 664.00
19		\$ 45,027.00	\$ 51,378.78

20 (f) anything else?

21 Nadine had two rings stolen from the house. It was undisputed that the  
22 rings were Nadine's separate property (wedding rings). Herman pawned the  
23 rings for \$3,500.00. The Court orders that Herman will reimburse Nadine the  
24 value of the two rings pawned.

25 ///

26 ///

27 ///

1           Nadine requested one half of the value of the tools in Herman's  
2 possession. Herman stated most of the tools were sold prior to the move to Las  
3 Vegas but tools in his possession were purchased for \$1,000.00. Herman  
4 requested the return of numerous items, including scaffolding and other items.  
5 The Court orders that each party will retain the personal tools and other  
6 equipment currently in their possession which appear to be roughly equal in  
7 value.  
8

9  
10           ***B. Business debts and assets***

11  
12           Herman runs his own company, Exquisite Towing Roadside  
13 Assistance. The Court only received information in regards to private  
14 vehicles utilized for the company as the only assets of the company, along  
15 with a bank account that appears to be utilized for Herman's private expenses  
16 as well.  
17

18           It is undisputed the company was started during the marriage.  
19 However, Nadine expressly testified that the business be awarded to Herman.  
20 As a business valuation was not completed, the Court did not receive  
21 competent testimony in order to divide assets or debts, if any.  
22

23  
24           However, pursuant to the December 16, 2019 orders of Judge Steel,  
25 Herman was to pay all expenses related to the 2015 Silverado, with the  
26 exception of the registration. Therefore, Herman is ordered to reimburse  
27

28       ///

1 Nadine for the insurance paid on the vehicle from December 16, 2019 to  
2 present in the amount of \$3,265.00 (\$1,361.00 + \$1,104.00 + \$800.00).  
3  
4 (Exhibit 2). Additionally, Herman is ordered to pay for the finance payments  
5 to Chase Auto in the amount of \$1,861.59. (Exhibit 3). The Court has  
6 compensated for the amount owed to Nadine by allocating additional debt to  
7 Herman for the \$5,127.00.  
8

9 The Court awards Exquisite Towing Roadside Assistance to Herman  
10 along with any assets or debts in its name.  
11

## 12 ALIMONY

13 Herman is seeking alimony in the amount of \$1,000.00 per month.  
14 NRS 125.150(1)(a) provides that in granting a divorce, the Court "[m]ay  
15 award such alimony to either spouse, in a specified principal sum or as  
16 specified periodic payments, as appears just and equitable." Alimony may be  
17 awarded to narrow the gap between the parties' respective financial  
18 circumstances after divorce and to help maintain the marital standard of living  
19 to the lower income spouse. Kogod v. Cioffi-Kogod, 439 P.2d 397 (April 25,  
20 2019) citing Wright v. Osburn, 112 Nev, 1367, 970 P.2d 1071 (1998). His  
21 request is unreasonable and not supported by any of the evidence presented,  
22 especially in light of the fact his monthly income exceeds that of Nadine's  
23 income.  
24  
25  
26  
27

28 ///

1 In making a "just and equitable" determination, the Court is required to  
2 apply NRS 125.150(9) which provides as follows:

3  
4 *(a) The financial condition of each spouse;*

5 The community has substantial debt of approximately \$248,229.00.  
6  
7 Nadine and Herman will split this substantial debt. That debt includes  
8 vehicles, business debt, medical debt and personal debt. The assets are  
9 limited. A total of possibly four vehicles, personal and business bank  
10 accounts of an unknown accumulated value, and whatever furniture and  
11 personal effects are currently in their possessions. The Court did not receive  
12 competent evidence as to the furniture and personal effects in the possession  
13 of each party, nor their value.  
14  
15

16 Herman claimed he cannot pay his monthly bills and that he is deeply  
17 in debt. However, the Court calculated his monthly actual income of  
18 approximately \$9,547.00, plus the \$700.00 a month rent paid by his mother in  
19 law for a total of \$10,247.00. Herman's monthly expenses, pursuant to his  
20 FDF and testimony, equal approximately \$8,106.00. This leaves Herman with  
21 a balance of \$2,829.00. Nadine's balance after expenses is \$1,465.00.  
22  
23

24 Herman has the superior financial position on a monthly basis.

25 ///

26 ///

27 ///

28 ///



1           ***(b) The nature and value of the respective property of each***  
2 ***spouse;***

3           The Court did not receive evidence in regards to the value of furniture  
4 or personal belongs of each party. Therefore, the analysis is based on the  
5 evidence that was provided to the Court. In regards to physical property,  
6 Herman has property, consisting of vehicles, valued substantially higher than  
7 Nadine's property.  
8  
9

10           ***(c) The contribution of each spouse to any property held by the***  
11 ***spouses pursuant to NRS 123.030;***

12           This factor is not relevant.  
13

14           ***(d) The duration of the marriage;***

15           This is a marriage of almost seventeen (17) years.  
16

17           ***(e) The income, earning capacity, age and health of each***  
18 ***spouse***

19           Herman and Nadine are both healthy. There is no reason why either  
20 party cannot continue to earn an income.  
21

22           ***(f) The standard of living during the marriage;***

23           There was little information concerning the standard of living during  
24 the marriage. However, the parties have amassed a significant debt of over  
25 \$200,000.00 that will be divided equally between them.  
26

27       ///

28       ///

1           ***(g) The career before the marriage of the spouse who would***  
2           ***receive the alimony;***

3           There was no evidence provided to the Court in regards to this  
4           factor.  
5

6           ***(h) The existence of specialized education or training or the***  
7           ***level of marketable skills attained by each spouse during the***  
8           ***marriage;***

9           There was no evidence that either party obtain specialized education  
10          or training during the marriage.  
11

12          ***(i) The contribution of either spouse as homemaker;***

13          The Court did not receive any competent, reliable evidence that either  
14          party sacrificed a career in order to stay at home.  
15

16          ***(j) The award of property granted by the court in the divorce,***  
17          ***other than child support and alimony, to the spouse who would***  
18          ***receive the alimony; and***

19          Herman will receive significantly more property than Nadine, subject  
20          to an equalization payment of the value of the three vehicles in his possession.  
21

22          ***(k) The physical and mental condition of each party as it***  
23          ***relates to the financial condition, health and ability to work of that***  
24          ***spouse.***

25          There is no evidence that either party suffers physical or mental  
26          impediments to maintaining their current careers.  
27

28          The Court concludes that based upon the financial conditions of the  
party an award of alimony to Herman would not be fair and equitable.

1           **THE COURT FINDS** that Nadine is now and has been an actual  
2 bona fide resident of the State of Nevada and has been actually domiciled in  
3 the State of Nevada for more than six weeks immediately prior to the  
4 commencement of this action.

6           **THE COURT FURTHER FINDS** that Nadine and Herman were  
7 married on March 2, 2004 and have since remained married. The parties have  
8 become, and continue to be, incompatible in marriage, and no reconciliation is  
9 possible.

11           **NOW, THEREFORE, IT IS HEREBY ORDERED** that Nadine  
12 shall assume, indemnify and hold Herman harmless from any debts and  
13 obligations in her individual names.

15           **IT IS FURTHER ORDERED** that Herman shall assume, indemnify  
16 and hold Nadine harmless from any debts and obligations in his individual  
17 names.

19           **IT IS FURTHER ORDERED** that Nadine shall retain any bank  
20 accounts or property in her individual name.

22           **IT IS FURTHER ORDERED** that Herman shall retain any bank  
23 accounts or property in his individual name.

25           **IT IS FURTHER ORDERED** that neither party shall be awarded  
26 alimony.

27  
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1           **IT IS FURTHER ORDERED** that Herman will pay Nadine an asset  
2 equalization of one half the Bluebook value (for a private sale) of the 2015  
3 Silverado, 2001 Chevy and the 2004 Silverado. Said sum is reduced to  
4 judgment with a stay of execution and interest contingent upon timely payment  
5 in the amount of \$150.00 a month due before the 15<sup>th</sup> day of each month  
6 commencing on April 15, 2021. If Herman fails to make a payment by the  
7 assigned monthly date, the stay on said sum is lifted and becomes immediately  
8 due and payable with any interest that has accrued.

9           **IT IS FURTHER ORDERED** that Herman will pay Nadine an asset  
10 equalization of \$3,500.00 for the sale of the rings. Said sum is reduced to  
11 judgment with a stay of execution and interest contingent upon timely payment  
12 in the amount of \$50.00 a month due before the 15<sup>th</sup> day of each month  
13 commencing on April 15, 2021. If Herman fails to make a payment by the  
14 assigned monthly date, the stay on said sum is lifted and becomes immediately  
15 due and payable with any interest that has accrued.

16           NOW, THEREFORE, based upon the foregoing *Findings of Fact and*  
17 *Conclusions of Law* and good cause appearing therefore:  
18

19           **IT IS HEREBY ORDERED** that the bonds of matrimony now  
20 existing between the parties are hereby wholly dissolved, and an absolute  
21 Decree of Divorce is hereby granted to the parties, and each of the parties are  
22 hereby restored to the status of a single, unmarried person.  
23

1                                   **CHILD CUSTODY AND CHILD SUPPORT ORDER**

2                   **NOW, THEREFORE, IT IS FURTHER ORDERED** that Herman  
3  
4 and Nadine shall exercise Joint Legal Custody of the minor children and that  
5 the parties shall abide by the following joint legal custody provisions:

6           A.       The parties shall consult and cooperate with each other in  
7  
8 substantial questions relating to religious upbringing, educational  
9  
10 programs, significant changes in social environment, and health care of  
11 the child.

12          B.       The parties shall have access to medical and school records  
13  
14 pertaining to the child and be permitted to independently consult with  
15 any and all professionals involved with the child.

16          C.       The parties shall participate in decisions regarding all schools  
17  
18 attended, and all providers of child care of the parties' minor child.

19          D.       Each party shall be empowered to obtain emergency health  
20  
21 care for the child without the consent of the other party. Each party is  
22 to notify the other party as soon as reasonably practicable of any illness  
23 requiring medical attention, or any emergency involving the child.

24          E.       Each party is to provide the other party, upon receipt,  
25  
26 information concerning the well-being of the child, including, but not  
27 limited to, copies of report cards; school meeting notices; vacation  
28

1 schedules; class programs; requests for conferences; results of  
2 standardized or diagnostic tests; notices of activities involving the  
3 child; samples of school work; order forms for school pictures; all  
4 communications from health care providers; the names, addresses, and  
5 telephone numbers of all schools, health care providers, regular day  
6 care providers and counselors.  
7

8  
9 F. Each party is to advise the other party of the school, athletic,  
10 and social events in which the child participates. Both parties may  
11 participate in activities for the child, such as open house, attendance at  
12 an athletic event, etc.  
13

14 G. Each party is to provide the other party with the address and  
15 telephone number at which the minor child resides, and to notify the  
16 other party prior to any change of address and provide the telephone  
17 number as soon as it is assigned.  
18

19  
20 H. Each party is to provide the other party with a travel itinerary  
21 and, whenever reasonably possible, telephone numbers and addresses  
22 at which the child can be reached whenever the child will be away  
23 from the parties' home for a period of two (2) nights or more.  
24

25 I. Each party shall be entitled to reasonable telephone  
26 communication with the child. Each party is restrained from  
27  
28

1 unreasonably interfering with the child's right to privacy during such  
2 telephone conversation. Telephone conversations shall be initiated  
3 either by the child or parent and are to occur during reasonable  
4 household hours.  
5

6 **IT IS FURTHER ORDERED** that Nadine and Herman shall exercise  
7  
8 Joint Physical Custody of the minor children.

9 **IT IS FURTHER ORDERED** that due to the negligible disparity of  
10 income between the parties, the Court, pursuant to NAC 425.100, does not  
11 order child support.  
12

13 **IT IS FURTHER ORDERED** that Herman is responsible for one half  
14 of the amount for insurance provided by Nadine, or \$208.50, payable on the  
15 first of every month.  
16

17 **IT IS FURTHER ORDERED** that Nadine shall secure and pay for  
18 reunification counseling for Herman and Abigail and transition Abigail into the  
19 joint physical custody.  
20

21 **IT IS FURTHER ORDERED** that reunification counseling will  
22 begin no less than thirty (30) days from the entry of this order.  
23

24 **IT IS FURTHER ORDERED** that Abigail's timeshare will follow  
25 the recommendation of the reunification counselor until the time schedule  
26 matches the schedule for the other minor children (week on/week off), or June  
27 1, 2021, whichever occurs first.  
28

1           **IT IS FURTHER ORDERED** that Herman III, Matthew and Elisha's  
2 (and Abigail's after June 1, 2021) timeshare shall be as follows:  
3

4           **Week 1 (Nadine): Sunday 6:00 p.m. to the following Sunday 6:00**  
5 **p.m.**

6           **Week 2 (Herman): Sunday at 6:00 p.m. to the following Sunday**  
7  
8 **6:00 p.m.**

9           **IT IS FURTHER ORDERED** that the receiving parent shall provide  
10 the transportation for the child custody exchange. All exchanges are to occur  
11 in a mutually agreed upon public location. Should the parties not agree to a  
12 public location, exchanges will occur at Donna's House located at 601 N.  
13 Pecos, Las Vegas, NV. Upon request an order will be issued for the supervised  
14 exchanges with the parties equally dividing the costs.  
15  
16

17           **IT IS FURTHER ORDERED** that neither party shall make any  
18 negative comments about the other party.  
19

20           **IT IS FURTHER ORDERED** that the non-custodial parent shall have  
21 unsupervised daily communication with the minor children by phone or video  
22 each evening between 7:00 p.m. and 7:30 p.m.  
23

24           **IT IS FURTHER ORDERED** that the parties will follow the  
25 Department I Holiday Schedule outlined in Exhibit 1.  
26

27 ///

28 ///



1           **IT IS FURTHER ORDERED** that the parties shall utilize a parenting  
2 app which, absent an emergency, shall be the exclusive means of  
3  
4 communication between the parties. The parties shall engage in polite,  
5 respectful communications concerning the minor children.

6           **IT IS FURTHER ORDERED** that all significant others shall  
7  
8 remain in the background and shall not be allowed to interfere in  
9 communications between the parties. They shall not be permitted to  
10 participate in the kind of activities in which legal custody is required such as a  
11 health care appointment, a parent/teacher conference, etc. They shall,  
12 however, be permitted to attend public events such as a performance or school  
13 event. Neither parent may allow anyone else to share the title "mom,"  
14 "mother," "mommy," "dad," "father," "daddy," or anything else similar.  
15  
16

17           **IT IS FURTHER ORDERED** that Herman's monthly child support  
18 obligation comes to \$9.45 a month. The Court finds the disparity of income  
19 between the parties to be negligible and therefore, pursuant to NAC 425.100,  
20 the Court will not order child support.  
21

22           **IT IS FURTHER ORDERED** that any unreimbursed medical, dental,  
23 optical, orthodontic or other health related expenses incurred for the minor  
24 child shall be divided equally between the parties. Either party incurring an  
25 out-of-pocket health care expense shall provide a copy of the paid invoice/  
26 receipt to the other party within 30 days of incurring such expense. If the  
27  
28

1 invoice/receipt is not tendered within the thirty day period, the Court may  
2 consider it as a waiver of reimbursement. The other party will then have 30  
3 days from receipt within which to dispute the expense in writing or reimburse  
4 the incurring party for one-half of the expense. If not disputed or paid within  
5 the 30 day period, the party may be subject to a finding of contempt and  
6 appropriate sanctions.  
7

9 **IT IS FURTHER ORDERED** that for the tax year 2020 forward,  
10 Herman shall be entitled to claim as tax dependents Herman III and Elisha in  
11 all years, and Nadine shall be entitled to claim as tax dependents Abigail and  
12 Matthew. As each minor child emancipates, if one of the parties can claim  
13 only one minor child while the other party claims two, then Herman shall be  
14 entitled to claim Elisha as a tax dependent on even years and Nadine shall be  
15 entitled to claim Elisha as a tax dependent on odd years. Once all the minor  
16 children except Elisha emancipates, Herman shall be entitled to claim Elisha as  
17 a tax dependent on even years and Nadine shall be entitled to claim Elisha as a  
18 tax dependent on odd years.  
19  
20  
21

*Should start  
in 2021 year*

22 **IT IS FURTHER ORDERED** that the parties shall exchange their  
23 tax returns, together with all schedules and forms, no later than April 30  
24 annually for the purpose of determining whether there has been a change in  
25 circumstance justifying revisiting the child support obligation.  
26  
27

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## STATUTORY NOTICES

**NOTICE IS HEREBY GIVEN** that pursuant to NRS 125C.0045(6):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28    ///

1 who is subject to this order is still in high school when he or she reaches 18  
2 years of age, when the child graduates from high school or reaches 19 years of  
3 age, whichever comes first. Unless the parties agree otherwise in a stipulation,  
4 any modification made pursuant to a motion to modify the order will be  
5 effective as of the date the motion was filed.  
6

7  
8 **IT IS FURTHER ORDERED** that each party shall assume their  
9 own attorney fees and costs.

10 **IT IS FURTHER ORDERED** Attorney Frank Toti shall file the  
11 Notice of Entry of Order of this Decision and Order.  
12

13  
14 Dated this 26th day of February, 2021

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18 9B8 DD8 3F27 05F8  
19 Sunny Bailey  
20 District Court Judge  
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## EXHIBIT 1

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

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

***Precedence:***

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

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

***Weekend Holidays***

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

	<u>Odd Year</u>	<u>Even Year</u>
Martin Luther King Day Weekend	MOM	DAD
President's Day Weekend	DAD	MOM
Mother's Day Weekend	MOM	MOM
Memorial Day Weekend	MOM	DAD
Father's Day Weekend	DAD	DAD
Independence Day <sup>1</sup>	DAD	MOM
Labor Day Weekend	MOM	DAD
Nevada Admission Day Weekend	DAD	MOM
Halloween Day <sup>2</sup>	DAD	MOM
Veterans' Day Weekend <sup>3</sup>	MOM	DAD

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

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



***Birthdays***

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

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

***Easter/Spring Break***

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

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

***Thanksgiving***

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

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

***Winter Break***

The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the school calendar releases for the break and shall continue until December 26<sup>th</sup> at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break.

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

***Religious Holidays***

When parents do not share the same religious beliefs, each parent shall have the right to provide religious instruction of their choosing to the child(ren). When both parents are of the same faith, both parents shall have the opportunity to enjoy the right to celebrate a religious holiday with the child(ren) on an alternating year basis. The following sample religious holiday schedules are intended to provide examples of shared holiday schedules

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

for religious holidays and apply *only if* one or both parents have traditionally celebrated such holidays with the parties' child(ren):

***Sample Jewish Holiday***

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

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

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

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

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

***Summer/Track Vacation***

Each parent shall have on fourteen (14) day uninterrupted summer timeshare with the child(ren) per year during the period of summer or track release for the Clark County School District. The fourteen (14) day period may not be added to regular timeshare dates

1 to extend a parent's summer vacation beyond fourteen (14) days without the written  
2 consent of the other party.

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

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

12 ***Year-Round School***

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

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

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

22 ***Transportation***

23 The receiving parent shall be responsible for providing transportation, unless otherwise  
24 ordered by the Court.  
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1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Nadine Alecia Williams, Plaintiff | CASE NO: d-19-586291-d  
7 vs. | DEPT. NO. Department I  
8 Herman George Williams,  
9 Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 2/26/2021

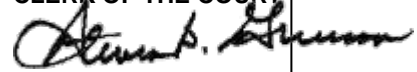
16 Frank Toti frank@fjtesq.com

17 Kenneth Robbins, Esq. FamilyFirst@HalfPriceLawyers.com

18 David Barragan david@fjtesq.com

19 If indicated below, a copy of the above mentioned filings were also served by mail  
20 via United States Postal Service, postage prepaid, to the parties listed below at their last  
21 known addresses on 3/1/2021

22 Kenneth Robbins 9205 W Russell RD STE 240  
23 Las Vegas, NV, 89148  
24  
25  
26  
27  
28



1 **MOT**

2 **KENNY ROBBINS, ESQ.**

3 Nevada Bar No. 13572

4 **JASON ONELLO, ESQ.**

5 Nevada Bar No. 14411

6 **ROBBINS & ONELLO**

7 9205 W. Russel Rd., Suite 240

8 Las Vegas, Nevada 89148

9 (702) 608-2331 (Phone)

10 (702) 442-9971 (Fax)

11 Email: staff@onellolaw.com

12 Attorney for *Defendant*

13 **DISTRICT COURT - FAMILY DIVISION**

14 **CLARK COUNTY, NEVADA**

15 **NADINE ALECIA WILLIAMS**

16 Plaintiff,

17 v

18 **HERMAN GEORGE WILLIAMS**

19 Defendant.

Case No.: **D-19-586291-D**

Dept. No.: **I**

Oral Argument Requested:

☒ Yes ☐ No

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

28 **DEFENDANT'S EDCR 5.513 MOTION FOR RECONSIDERATION OF THE**  
**DECISION AND ORDER ENTERED FEBRUARY 9, 2021, OR IN THE**  
**ALTERNATIVE FOR A NEW TRIAL PURSUANT TO NRCP 59, OR**  
**[ADDITIONALLY] IN THE ALTERNATIVE RELIEF FROM A JUDGMENT,**  
**AND FOR ATTORNEY FEES AND COSTS.**

1 COMES NOW, HERMAN GEORGE WILLIAMS by and through his attorney,  
2 KENNETH ROBBINS, ESQ., of ROBBINS & ONELLO, LLP and submits this Motion for  
3 Reconsideration.

4 This Motion is based upon all of the papers and pleadings on file herein, the  
5 following Memorandum of Points and Authorities, submitted herewith, and any  
6 argument which may adduced at the time of hearing.  
7

8  
9 DATED this 15<sup>th</sup> day of April, 2021.

10  
11 **ROBBINS & ONELLO**

12 /s/ Jason Onello, Esq.

13 **JASON ONELLO, ESQ.**

14 Nevada Bar No. 14411

15 9205 W. Russel Rd., Suite 240

16 Las Vegas, Nevada 89148

17 (702) 608-2331 (Phone)

18 (702) 442-9971 (Fax)

19 Email: staff@onellolaw.com

20 Attorney for *Defendant*  
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1                                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2           **I.     FACTUAL BACKGROUND**

3  
4           Plaintiff, Nadine Williams (“Nadine”), and Defendant, Herman Williams  
5 (“Herman”) were married March 2, 2004 in New York. The parties relocated to Clark  
6 County, NV in approximately 2015. The parties have four (4) minor children: Abigail  
7 (16), Herman III (12), Matthew (11), and Elisha (7). The Court held an evidentiary  
8 hearing on February 11, 2021 to resolve the following issues: (1) Custody (2) Assets  
9 and Debts (3) Child Support (4) Alimony and (5) Attorney Fees. William brings this  
10 motion requesting reconsideration of Orders that pertain to physical custody  
11 (specifically - presumptions that William believes should have been applied),  
12 reconsideration of marital property distribution (primarily “rings and student loans”),  
13 and child support calculation if the Court determines that custody shall be reconsidered.  
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17           **1) Custody**

18           Herman requested primary custody of the boys (Herman, Matthew and Elisha) at  
19 trial, based on a presumption derived from the domestic violence statute. As the Court  
20 found, on one occasion, Nadine had grabbed Phyllis, the maternal grandmother, by the  
21 throat in February 2019 during an argument;<sup>1</sup> Nadine did not deny the same. The  
22 children were also present during the altercation. Phyllis also witnessed Nadine strike  
23 Abigail with a piece of PVC pipe and cut her forehead, which is in the record. The CPS  
24 records corroborated this testimony. Both Phyllis and William testified to the incident  
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<sup>1</sup> See “Decision and Order” filed February 26, 2021; ¶ 53.

1 and CPS records and the court did not find that their testimony was not credible. The  
2 Court also noted that the child interviews revealed further physical discipline using  
3 extension cords, gauge wires, belts, rubber insulation and a pipe. This discipline leaves  
4 marks or in the case of the pipe, a scar.<sup>2</sup>

5  
6 The Court concluded that Phyllis (Nadine's mother) was credible in her  
7 testimony.<sup>3</sup> The Court found no "future likelihood" of injury on the basis that no  
8 incidents of physical discipline occurred after its temporary custody order, but the PVC  
9 incident goes beyond "discipline." The Court concluded that the evidence supports a  
10 finding that the incident with Phyllis was a onetime occurrence and is not likely to  
11 happen again, but did not consider other incidents that occurred with Nadine and the  
12 severity of those incidents; specifically, Phyllis testified that Nadine had injured the  
13 children more than once. The Court concluded that by substantial evidence, clear and  
14 convincing evidence had demonstrated that Nadine committed two (2) acts of Domestic  
15 Violence, but that the FMC interviews proved that Nadine no longer used corporal  
16 punishment. William objects to this finding on the basis that the FMC interviews were  
17 not admitted into evidence and not for consideration by the Court in reaching its  
18 decision. Additionally, William believes that the several incidents of Domestic  
19 Violence show that there is a higher likelihood of future injury. As a result, William  
20 believes that the presumption against her, had not been rebutted by Nadine. William  
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28 <sup>2</sup> See "Decision and Order" filed February 26, 2021; ¶ 56.

<sup>3</sup> See "Decision and Order" filed February 26, 2021; page 18; lines 27-28.



1 requests that this Court order that he be awarded primary physical custody of the parties'  
2 three (3) sons on the schedule requested by Herman and that the party file updated  
3 Financial Disclosure Forms to recalculate child support pursuant to the formulas found  
4 in NAC 425.  
5

6 **2) Assets / Debts – Rings, Student Debt & Herman’s Medical Bills.**

7 Regarding the wedding rings, the Court found that Nadine filed a police report  
8 regarding two (2) rings being stolen from the house, which Nadine valued at \$3,500.00  
9 each. The police investigated and discovered that Herman had pawned the two (2)  
10 rings.<sup>4</sup> As a result, the Court ordered that Herman pay Nadine \$7,000.00 for the value  
11 of the rings. Nadine never laid any foundation as to how she calculated the value of the  
12 rings, nor is she an expert for purposes of valuing the rings. For this reason, Herman  
13 believes that the Court should allow Herman to provide evidence of what amounts  
14 Herman actually received in return for the rings and reduce the offset by that amount.  
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18 Additionally, the Court concluded that Nadine’s \$76,195.00 debt in student loans  
19 was community property, rather than Nadine’s separate property, which prevailing case  
20 law indicates should “go with the Degree,” so to speak. As a result, the Court ordered  
21 Herman to take his medical bills through Dignity Health (approximately \$75,627.30) as  
22 his separate debt to offset the student loan debt. Herman requests that this Court  
23 specifically reconsider that order and divide his medical debt equally amongst the  
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<sup>4</sup> See “Decision and Order” filed February 26, 2021; ¶ 28.

1 parties, labeled as “community debt,” and that Nadine take her student loans as her  
2 separate debt.

3 In conclusion, Herman asks that the Court (1) permit admission of additional  
4 evidence of what he received for the two rings and reduce the award to Nadine  
5 accordingly, (2) award Nadine’s student loans as her sole and separate debt, and (3)  
6 reallocate the asset/debt division with one-half of the Dignity Health Medical bills to be  
7 allocated to Nadine’s side of the equation.  
8

### 9 **3) Incomes (For Child Support and Alimony Rulings)**

10 The Court found that there was not a substantial disparity of income based on the  
11 testimony and FDF’s.<sup>5</sup> As a result, child support was set at zero dollars and Herman  
12 was ordered to pay \$208.50 per month for purposes of health insurance provided by  
13 Nadine.  
14

15 Nadine’s FDF showed her income as \$159265.55 for 2019 but Nadine filed an  
16 updated FDF before trial that showed drastically reduced income, supported by some  
17 pay stubs. Herman filed an FDF that showed he earned \$5,666.00, but also showed that  
18 he earned \$11,300.00<sup>6</sup> and the Court acknowledged that Herman had incorrectly  
19 prepared his FDF.<sup>7</sup> A review of the FDF shows that the Court was correct and that  
20 Herman wrote “\$11,000.00” by combining “annual salary” and “hourly wage.”  
21 Herman’s testimony, as found by the Court, showed that he is not paid hourly, but is  
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27 <sup>5</sup> See “Decision and Order” filed February 26, 2021; Page 27; lines 20-28.

28 <sup>6</sup> See “Decision and Order” filed February 26, 2021; ¶ 24.

<sup>7</sup> See “Decision and Order” filed February 26, 2021; Page 31; lines 11-16.

1 paid “per job,” so obviously Herman is not an “hourly employee” and this was just a  
2 typo. Herman wishes the court to reconsider his income calculation and to use his salary  
3 of \$5,666.66 for purposes of calculating child support and alimony. Herman also  
4 believes that the Court should use Nadine’s 2019 income for purposes of calculating  
5 support because Nadine’s testimony regarding her financials was not credible.  
6

## 7 8 **II.**

### 9 **LEGAL ARGUMENT**

#### 10 **A. THE COURT MAY RECONSIDER ITS DECISION AND ORDER, AS** 11 **THIS MOTION WAS TIMELY FILED**

12  
13 EDCR 5.513(a) provides:

14 A party seeking reconsideration and/or rehearing of a ruling (other than an  
15 order that may be addressed by motion pursuant to NRCP 50(b), 52(b), 59, or 60),  
16 must file a motion for such relief not later than 14 days after service of notice of entry  
17 of the order unless the time is shortened or enlarged by order. When the period is  
18 stated in days or a longer unit of time:  
19

20  
21 (A) exclude the day of the event that triggers the period;

22  
23 (B) count every day, including intermediate Saturdays, Sundays,  
24 and legal holidays; and  
25  
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1 (C) include the last day of the period, but if the last day is a  
2 Saturday, Sunday, or legal holiday, the period continues to run until the end of the next  
3 day that is not a Saturday, Sunday, or legal holiday.  
4

5 If a motion for reconsideration and/or rehearing is granted, the court may make  
6 a final disposition without hearing, may set it for hearing or resubmission, or may  
7 make such other orders as are deemed appropriate under the circumstances. EDCR  
8  
9 5.513(b)  
10

11 A district court may reconsider a previously decided issue if substantially  
12 different evidence is subsequently introduced or if the prior decision was clearly  
13 erroneous. *Masonry & Tile Contractors Ass'n of Southc~m Nevada v. Jolley, Urga &*  
14 *Wirth, Ltd.*, 113 Nev. 737 (1976); *Moore v. City of Las Vegas*, 92 Nev. 402, 404 (1976).  
15 Points or contentions not raised in the first instance cannot be maintained or considered  
16 on rehearing. *Achrem v. Expressway Plaza, Ltd. P'ship*, 112 Nev. 737, 742 (1996).  
17 Further, a motion for reconsideration will be granted if "the District Court is presented  
18 with newly discovered evidence, committed clear error, or if there is an intervening  
19 change in the controlling law." *Kona Enterprises, Inc. v. Estate of Bishop*. 229 F.3d  
20 877, 890 (9th Cir. 2000).  
21  
22  
23

24 On a party's motion filed no later than 28 days after service of written notice of  
25 entry of judgment, the court may amend its findings — or make additional findings —  
26 and may amend the judgment accordingly. The time for filing the motion cannot be  
27 extended under Rule 6(b). The motion may accompany a motion for a new trial under  
28

1 Rule 59. A party may later question the sufficiency of the evidence supporting the  
2 findings, whether or not the party requested findings, objected to them, moved to  
3 amend them, or moved for partial findings. NRCP 52(a)(5)  
4

5 This motion was timely filed, as the Decision was entered on April 1, 2021.

6 This Court has the ability to modify its orders, if in agreement with Herman's position,  
7 or at least clarify its basis for making those orders in its Decision. Herman is  
8 requesting that the Court reconsider the custody ruling based on the non-admission of  
9 the child interviews on the date of trial and on the basis that the evidence was not clear  
10 and convincing that the presumption was rebutted. Herman requests that the  
11 assets/debts allocation be reallocated to assign Nadine the entirety of the student debt  
12 and that the value of the rings be reduced to what he sold them for, rather than the  
13 "estimated value" provided by Nadine. Additionally, Herman requests that the Court  
14 reconsider the domestic support calculations based upon the Court's finding that  
15 Herman incorrectly filled out his FDF and that his gross income is only \$5,666.67 per  
16 month.  
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20

21 i. **Student Debt is Separate Debt Unless Evidence Supports Otherwise;**  
22 **Nadine Provided No Evidence as to "Why" the Student Loans Should**  
23 **be Born Equally.**  
24

25 An educational degree, such as a law degree, is not marital property subject to  
26 division. Stevens v. Stevens (1986), 23 Ohio St.3d 115, syllabus." Webb v. Webb, No.  
27 CA97-09-167, at \*1 (Ohio Ct. App. Nov. 30, 1998) The degree and the future earning  
28

1 capacity arising from the degree, however, may be considered only when determining  
2 the amount and length of spousal support to be granted in a given case. Id. *Webb v.*  
3 *Webb*, No. CA97-09-167, at \*1 (Ohio Ct. App. Nov. 30, 1998) Historically, student-  
4 loan debt incurred during the marriage was often treated differently from other marital  
5 debt because of its unique nature [See Turner, *Division of Student Loans in Divorce*  
6 *Cases*, 13 No. 3 Divorce Litig. 52 (2001)] In Van Bussum v. Van Bussum (1987), 728  
7 S.W.2d 538, the Court of Appeals of Kentucky held that loans incurred in pursuit of an  
8 educational debt are borne entirely by the spouse taking out the loans. The court  
9 reasoned that the party taking out the loans would reap the benefits of the loans by  
10 obtaining the degree. The court believed that the loans should be separate property  
11 because the degree is separate property. Id. at 539. *Webb v. Webb*, No. CA97-09-167,  
12 at \*1 (Ohio Ct. App. Nov. 30, 1998)  
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17 Here, Nadine will reap the benefits of the student loan going forward and no  
18 alimony has been awarded to Herman; thus, Nadine should have to bear the entire cost  
19 of her student loans. As a result, the Court should reallocate the amount his medical  
20 bills equally and order that Nadine take her student loans as her sole and separate  
21 property.  
22  
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24 ii. **Nadine Did Not Rebut the Presumption Against Her for Committing**  
25 **Domestic Violence on Multiple Occasions.**  
26  
27  
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1 Pursuant to NRS 125C.230(1), except as otherwise provided in NRS  
2 125C.210 and 125C.220, a determination by the court after an evidentiary hearing and  
3 finding by clear and convincing evidence that either parent or any other person seeking  
4 custody of a child has engaged in one or more acts of domestic violence against the  
5 child, a parent of the child or any other person residing with the child creates a rebuttable  
6 presumption that sole or joint custody of the child by the perpetrator of the domestic  
7 violence is not in the best interest of the child. Upon making such a determination, the  
8 court shall set forth:  
9  
10

- 11 (a) Findings of fact that support the determination that one or more acts of  
12 domestic violence occurred; and
  - 13 (b) Findings that the custody or visitation arrangement ordered by the court  
14 adequately protects the child and the parent or other victim of domestic violence  
15 who resided with the child.
- 16

17 Additionally, NRS 125C.230(2) provides:  
18

19 If after an evidentiary hearing held pursuant to subsection 1 the court  
20 determines that more than one party has engaged in acts of domestic violence, it shall,  
21 if possible, determine which person was the primary physical aggressor. In  
22 determining which party was the primary physical aggressor for the purposes of this  
23 section, the court shall consider:  
24  
25

- 26 (a) All prior acts of domestic violence involving any of the parties;  
27  
28

1 (b) The relative severity of the injuries, if any, inflicted upon the persons  
2 involved in those prior acts of domestic violence;

3 (c) The likelihood of future injury;

4 (d) Whether, during the prior acts, one of the parties acted in self-defense;  
5 and

6 (e) Any other factors that the court deems relevant to the determination.

7 The Court conducted a NRS 125C.230(2) analysis which applies if there is a  
8 question as to the “primary aggressor,” but none of these incidents involved Herman  
9 and there was no question as to whether Nadine was the primary aggressor; the Court  
10 found expressly that Nadine committed domestic violence. The Court found that the  
11 child interviews provided the rebuttal to the presumption, but the child interviews were  
12 never admitted into evidence. As such, Nadine could no have rebutted the  
13 presumption and given the Court’s findings regarding domestic violence, the  
14 presumption certainly applies.  
15  
16  
17

## 18 **Rule 59. New Trials; Amendment of Judgments**

### 19 **(a) In General.**

20 (1) **Grounds for New Trial.** The court may, on motion, grant a new trial on  
21 all or some of the issues — and to any party — for any of the following causes or grounds  
22 materially affecting the substantial rights of the moving party:

23 (A) irregularity in the proceedings of the court, jury, master, or adverse  
24 party or in any order of the court or master, or any abuse of discretion by which either  
25 party was prevented from having a fair trial;

26 (B) misconduct of the jury or *prevailing party*;

27 (C) accident or surprise that ordinary prudence could not have guarded  
28 against;

(D) newly discovered evidence material for the party making the motion  
that the party could not, with reasonable diligence, have discovered and produced at the  
trial;

...



1 (G) error in law occurring at the trial and objected to by the party making  
2 the motion.

3 (2) **Further Action After a Nonjury Trial.** On a motion for a new trial in an  
4 action tried without a jury, the court may open the judgment if one has been entered,  
5 take additional testimony, amend findings of fact and conclusions of law or make new  
6 findings and conclusions, and direct the entry of a new judgment.

7 (b) **Time to File a Motion for a New Trial.** A motion for a new trial must be  
8 filed no later than 28 days after service of written notice of entry of judgment.

9 (c) **Time to Serve Affidavits.** When a motion for a new trial is based on  
10 affidavits, they must be filed with the motion. The opposing party has 14 days after  
11 being served to file opposing affidavits. The court may permit reply affidavits.

12 (d) **New Trial on the Court's Initiative or for Reasons Not in the Motion.** No  
13 later than 28 days after service of written notice of entry of judgment, the court, on its  
14 own, may issue an order to show cause why a new trial should not be granted for any  
15 reason that would justify granting one on a party's motion. After giving the parties notice  
16 and the opportunity to be heard, the court may grant a party's timely motion for a new  
17 trial for a reason not stated in the motion. In either event, the court must specify the  
18 reasons in its order.

19 (e) **Motion to Alter or Amend a Judgment.** A motion to alter or amend a  
20 judgment must be filed no later than 28 days after service of written notice of entry of  
21 judgment.

22 (f) **No Extensions of Time.** The 28-day time periods specified in this rule cannot  
23 be extended under Rule 6(b).

24 [Amended; effective March 1, 2019.]

25 The Court indisputably can order a new trial to take additional evidence; the  
26 Court can even take some testimony pursuant to NRCP 59(a)(2) and amend its  
27 judgment. Herman requests that if the Court reconsiders its custodial orders, the Court  
28 should take new FDF's from the parties for purposes of determining the parties'  
current income and recalculate child support pursuant to NAC 425.

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**III.**  
**CONCLUSION**

HERMAN WILLIAMS requests the following relief at the hearing on this matter:

1. The Court reconsider its custodial orders and award Herman primary physical custody of the three (3) sons because the child interviews were not admitted into evidence and not considerable for purposes of trial, thus the presumption against Nadine was not rebutted.
2. The Court reconsider its orders regarding asset / debt allocation and order that Nadine take her student loans as her separate debt, thereby reallocating one-half of Herman's medical debts to Nadine.
3. The Court reconsider its order regarding income of the parties and take new evidence (FDF's) to determine appropriate support orders.

DATED this 15<sup>th</sup> day of April 2021

**ROBBINS & ONELLO**

/s/ Jason Onello, Esq.

**JASON ONELLO, ESQ.**

Nevada Bar No. 14411

9205 W. Russel Rd., Suite 240

Las Vegas, Nevada 89148

(702) 608-2331 (Phone)

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Attorney for *Defendant*

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2. I have read the preceding document, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 USC § 1746), that the foregoing is true and correct.

Heinrich  
ID RHXwFJ6jKJ5iTqpR1LZog393

Herman Williams

## eSignature Details

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<b>Signer ID:</b>	<b>RHXwFJ6jKJ5iTqpR1LZog393</b>
Signed by:	Herman Williams
Sent to email:	hermanwilliams052@gmail.com
IP Address:	172.58.75.6
Signed at:	Apr 15 2021, 4:33 pm PDT

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*Herman S. Robbins*  
CLERK OF THE COURT

**ORDR**

FRANK J TOTI 005804  
6900 Westcliff Drive #500  
Las Vegas Nevada 89145  
p 702.364.1604 f 702.364.1603  
Attorney for N. Williams

**DISTRICT COURT  
CLARK COUNTY NEVADA**

NADINE WILLIAMS

Plaintiff,

v

HERMAN GEORGE WILLIAMS

Defendant

} Case D 19 586291 D  
} Dept I  
} Family Court

**ORDER**

This matter, having come on before the Court on this the tenth day of June, 2021, Plaintiff, Nadine Williams, appearing and represented by Frank J Toti Esquire (Plaintiff and Mr. Toti appearing via video conferencing) and Defendant, Herman Williams, appearing and represented by Kenneth M. Robbins (Defendant and Mr. Robbins appearing via video conferencing); the Court having reviewed the pleadings and papers previously on file herein, having considered the arguments of counsel and good cause appearing therefore:

**IT IS FURTHER ORDERED** that Plaintiff's Countermotion for Alternative Relief as to the Passports is also denied. Plaintiff will need to file a separate motion if Defendant will not sign off on the documents so the minor children can have their passports renewed.

Status check date of July 1, 2021 is hereby vacated and the case closed.

James Bailey

Submitted by:

Approved as to form and content by:

*Kenneth M. Robbins*  
ID rxhZv1QbwCokCYnhVbWrx8Rr

---

KENNETH M. ROBBINS 013572  
732 South Sixth Street #100  
Las Vegas Nevada 89101  
Attorney for G. Williams

## eSignature Details

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<b>Signer ID:</b>	<b>rxhZv1QbwCokCYnHvbWrx8Rr</b>
<b>Signed by:</b>	Kenny Robbins
<b>Sent to email:</b>	kenny@robbinsandonellolaw.com
<b>IP Address:</b>	174.71.230.114
<b>Signed at:</b>	Jun 30 2021, 3:47 pm PDT



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

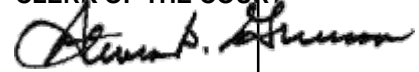
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6 Nadine Alecia Williams, Plaintiff | CASE NO: D-19-586291-D  
7 vs. | DEPT. NO. Department I  
8 Herman George Williams,  
9 Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/30/2021

15 F Peter James peter@peterjameslaw.com  
16 Frank Toti frank@fjtesq.com  
17 Marina Valdez Marina@fjtesq.com  
18 April Schultz April@PeterJamesLaw.com  
19 Eservice Email Eservice@robbinsandonellolaw.com  
20  
21  
22  
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**NEO**

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[frank@fftesq.com](mailto:frank@fftesq.com)  
Attorney for Plaintiff

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

NADINE WILLIAMS,  
Plaintiff,

v

HERMAN GEORGE WILLIAMS,  
Defendant.

Case No. D-19-586291-D  
Dept No. I

**NOTICE OF ENTRY OF ORDER**

**PLEASE TAKE NOTICE** that an **ORDER** was entered in the above-entitled action on the 30<sup>th</sup> day of JUNE, 2021 via the Court's E-Filing System and that a true and correct copy of this NEO and the Order was sent as follows:

Kenneth Robbins  
[familyfirst@halfpricelawyers.com](mailto:familyfirst@halfpricelawyers.com)

Peter James  
[peter@peterjameslaw.com](mailto:peter@peterjameslaw.com)

/S/FRANK J TOTI  
FRANK J. TOTI, ESQ. 005804  
6900 Westcliff Drive #500  
Las Vegas, Nevada 89145

**ORDR**

FRANK J TOTI 005804  
6900 Westcliff Drive #500  
Las Vegas Nevada 89145  
p 702.364.1604 f 702.364.1603  
Attorney for N. Williams

DISTRICT COURT  
CLARK COUNTY NEVADA

NADINE WILLIAMS

Plaintiff,

v

HERMAN GEORGE WILLIAMS

Defendant

} Case D 19 586291 D  
} Dept I  
} Family Court

**ORDER**

This matter, having come on before the Court on this the tenth day of June, 2021, Plaintiff, Nadine Williams, appearing and represented by Frank J Toti Esquire (Plaintiff and Mr. Toti appearing via video conferencing) and Defendant, Herman Williams, appearing and represented by Kenneth M. Robbins (Defendant and Mr. Robbins appearing via video conferencing); the Court having reviewed the pleadings and papers previously on file herein, having considered the arguments of counsel and good cause appearing therefore:

**IT IS HEREBY ORDERED** that Defendant's Motion for Reconsideration of the Decision and Order is denied.

**IT IS FURTHER ORDERED** that Plaintiff's Countermotion for Alternative Relief as to the Passports is also denied. Plaintiff will need to file a separate motion if Defendant will not sign off on the documents so the minor children can have their passports renewed.

**IT IS FURTHER ORDERED** that neither party shall be awarded attorney's fees.

Status check date of July 1, 2021 is hereby vacated and the case closed.

**Dated this 30th day of June, 2021**

James Bailey

**74B FE2 D7BF 5AFA**  
**Sunny Bailey**  
**District Court Judge**

Submitted by:

Submitted by: FCH

FRANK J TOTI 005804  
6900 Westcliff Drive #500  
Las Vegas Nevada 89145  
Attorney for N. Williams

Approved as to form and content by:

Kenneth M. Robbins

ID rxhZyfQbwCokCYnHybWrx5Rc

KENNETH M. ROBBINS 013572  
732 South Sixth Street #100  
Las Vegas Nevada 89101  
Attorney for G. Williams

## eSignature Details

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<b>Signer ID:</b>	<b>rxhZv1QbwCokCYnHvbWrx8Rr</b>
<b>Signed by:</b>	Kenny Robbins
<b>Sent to email:</b>	kenny@robbinsandonellolaw.com
<b>IP Address:</b>	174.71.230.114
<b>Signed at:</b>	Jun 30 2021, 3:47 pm PDT