IN THE SUPREME COURT OF THE STATE OF NEVADA

DEANN WIESNER,
Appellant(s),
vs.

DANIEL A. WIESNER,
Respondent(s),

Case No: D345508

SC Case No: 66100

RECORD ON APPEAL
VOLUME
2

ATTORNEY FOR APPELLANT
DEANN WIESNER #1111383,
PROPER PERSON
4370 SMILEY ROAD
LAS VEGAS, NV 89115

ATTORNEY FOR RESPONDENT
DANIEL A. WIESNER,
PROPER PERSON
CONFIDENTIAL

D345508 DANIEL A. WIESNER vs. DEANN WIESNER

I N D E X

VOLUME:	PAGE NUMBER:
1	1 - 200
2	201 - 400
3	401 - 600
4	601 - 800
5	801 - 1000
6	1001 - 1200
7	1201 - 1400
8	1401 - 1600
9	1601 - 1800
10	1801 - 2000
11	2001 - 2200
12	2201 - 2400
13	2401 - 2600
14	2601 - 2800
15	2801 - 3000
16	3001 - 3200
17	3201 - 3400
18	3401 - 3600
19	3601 - 3608

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
13	12/26/2008	ADDENDUM	2486 - 2580
2	10/04/2006	AFFIDAVIT OF BONNIE R. HUGHES, HOSKIN LAW OFFICE RECEPTIONIST	364 - 369
2	10/04/2006	AFFIDAVIT OF CHARLES J. HOSKIN	370 - 374
9	07/24/2008	AFFIDAVIT OF DANIEL WIESNER	1723 - 1724
4	03/14/2007	AFFIDAVIT OF FEES AND COSTS	684 - 697
1	12/30/2005	AFFIDAVIT OF FINANCIAL CONDITION	33 - 39
3	10/11/2006	AFFIDAVIT OF FINANCIAL CONDITION	413 - 419
3	11/17/2006	AFFIDAVIT OF LINDA ISOM, SECRETARY TO CHARLES J. HOSKIN, ESQ.	504 - 507
2	08/31/2006	AFFIDAVIT OF PLAINTIFF, DANIEL A. WIESNER, IN SUPPORT OF OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY TO CONTESTED ISSUES; AND REQUEST FOR ATTORNEY'S FEES AND COUNTERMOTION TO COMPEL DISCOVERY AND ATTORNEY'S FEES	244 - 247
18	02/21/2013	AFFIDAVIT OF RENEWAL OF JUDGMENT	3409 - 3412
18	02/26/2013	AFFIDAVIT OF RENEWAL OF JUDGMENT	3413 - 3416
18	03/19/2013	AFFIDAVIT OF RENEWAL OF JUDGMENT	3417 - 3420
18	03/19/2013	AFFIDAVIT OF RENEWAL OF JUDGMENT	3421 - 3424
9	07/01/2008	AFFIDAVIT OF SERVICE	1707 - 1710
9	09/24/2008	AFFIDAVIT OF SERVICE	1796 - 1797
17	04/01/2012	AFFIDAVIT OF SERVICE	3267 - 3268
17	04/09/2012	AFFIDAVIT OF SERVICE	3269 - 3275
17	06/05/2012	AFFIDAVIT OF SERVICE	3335 - 3335
17	06/21/2012	AFFIDAVIT OF SERVICE	3367 - 3368
18	08/14/2012	AFFIDAVIT OF SERVICE	3403 - 3404
17	05/09/2012	AFFIDAVIT OF SERVICE OF SEVEN ORDERS ORDERED BY	3289 - 3296

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
		SR. JUDGE BRENNAN	
2	10/04/2006	AFFIDAVIT OF TERI HOSKIN, HOSKIN LAW OFFICE MANAGER	375 - 377
4	03/02/2007	AFFIDAVIT OF VENUGOPAL VEERAMACHANENI, RESIDENT WITNESS	639 - 640
6	11/20/2007	AFFIRMATION - REQUEST TO WAIVE FEES PURSUANT NRS 239.030	1147 - 1147
3	02/09/2007	AMENDED ORDER SETTING TRIAL	564 - 565
1	01/18/2006	ANSWER AND COUNTERCLAIM FOR DIVORCE	68 - 74
14	01/27/2009	ANSWER TO DEANN WIESNER'S AFFIDAVIT PURSUANT TO NRS 1.235	2611 - 2619
18	10/25/2012	APPLICATION AND AFFIDAVIT TO PROCEED IN FORMA PAUPERIS	3406 - 3408
9	09/18/2008	APPLICATION FOR ORDER SHORTENING TIME	1788 - 1789
17	04/25/2012	APPLICATION FOR TELEPHONIC COMMUNICATION HEARINGS	3279 - 3280
16	03/06/2012	APPLICATION FOR WRIT OF MANDAMUS	3061 - 3131
6	11/20/2007	APPLICATION TO PROCEED IN FORMA PAUPERIS	1148 - 1156
6	09/25/2007	CASE APPEAL STATEMENT	1062 - 1063
6	12/12/2007	CASE APPEAL STATEMENT	1161 - 1162
13	12/02/2008	CASE APPEAL STATEMENT	2446 - 2448
18	07/16/2014	CASE APPEAL STATEMENT	3435 - 3436
1	01/18/2006	CERTIFICATE OF MAILING	75 - 75
1	03/06/2006	CERTIFICATE OF MAILING	98 - 98
1	05/04/2006	CERTIFICATE OF MAILING	101 - 101
1	06/07/2006	CERTIFICATE OF MAILING	121 - 121
1	07/27/2006	CERTIFICATE OF MAILING	155 - 155
1	08/02/2006	CERTIFICATE OF MAILING	156 - 156
1	08/08/2006	CERTIFICATE OF MAILING	190 - 190

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
2	09/05/2006	CERTIFICATE OF MAILING	355 - 355
2	10/05/2006	CERTIFICATE OF MAILING	378 - 378
3	10/10/2006	CERTIFICATE OF MAILING	412 - 412
3	11/20/2006	CERTIFICATE OF MAILING	528 - 528
3	02/13/2007	CERTIFICATE OF MAILING	581 - 582
4	03/06/2007	CERTIFICATE OF MAILING	641 - 641
4	04/05/2007	CERTIFICATE OF MAILING	796 - 796
5	04/14/2007	CERTIFICATE OF MAILING	860 - 860
5	05/21/2007	CERTIFICATE OF MAILING	928 - 928
5	05/24/2007	CERTIFICATE OF MAILING	929 - 929
6	06/29/2007	CERTIFICATE OF MAILING	1015 - 1015
6	07/24/2007	CERTIFICATE OF MAILING	1020 - 1020
7	02/25/2008	CERTIFICATE OF MAILING	1249 - 1250
7	03/06/2008	CERTIFICATE OF MAILING	1255 - 1255
9	07/24/2008	CERTIFICATE OF MAILING	1721 - 1721
9	09/19/2008	CERTIFICATE OF MAILING	1790 - 1791
13	12/30/2008	CERTIFICATE OF MAILING	2582 - 2582
14	01/27/2009	CERTIFICATE OF MAILING	2610 - 2610
14	01/29/2009	CERTIFICATE OF MAILING	2626 - 2626
14	02/13/2009	CERTIFICATE OF MAILING	2645 - 2645
14	05/12/2009	CERTIFICATE OF MAILING	2720 - 2720
14	06/10/2009	CERTIFICATE OF MAILING	2737 - 2737
15	09/24/2009	CERTIFICATE OF MAILING	2860 - 2860
15	01/21/2011	CERTIFICATE OF MAILING	2889 - 2889
15	01/21/2011	CERTIFICATE OF MAILING	2890 - 2890
15	04/22/2011	CERTIFICATE OF MAILING	2954 - 2954
15	08/26/2011	CERTIFICATE OF MAILING	2958 - 2958

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
18	03/21/2013	CERTIFICATE OF MAILING	3425 - 3425
18	09/02/2014	CERTIFICATE OF MAILING	3443 - 3443
13	11/12/2008	CERTIFICATE OF SERVICE	2441 - 2441
15	04/02/2011	CERTIFICATE OF SERVICE	2945 - 2945
19	10/24/2014	CERTIFICATION OF COPY AND TRANSMITTAL OR RECORD	
7	03/06/2008	CERTIFICATION OF TRANSCRIPTS	1253 - 1253
1	05/02/2006	CHILD SUPPORT AND WELFARE PARTY IDENTIFICATION SHEET (SEALED) (UNFILED)	99 - 99
6	01/03/2008	CHILD SUPPORT AND WELFARE PARTY IDENTIFICATION SHEET (SEALED) (UNFILED)	1177 - 1177
9	08/22/2008	CHILD SUPPORT AND WELFARE PARTY IDENTIFICATION SHEET (SEALED) (UNFILED)	1745 - 1761
17	04/17/2012	CIVIL SUBPOENA (DUCES TECUM)	3276 - 3278
15	09/26/2011	CLERK OF THE COURTS NOTICE OF CHANGE OF HEARING	2968 - 2968
1	10/18/2005	COMPLAINT FOR DIVORCE	1 - 5
13	01/23/2009	COMPLAINT; EMERGENCY HEARING REQUESTED; ORAL ARGUMENTS REQUESTED (CONTINUED)	2599 - 2600
14	01/23/2009	COMPLAINT; EMERGENCY HEARING REQUESTED; ORAL ARGUMENTS REQUESTED (CONTINUATION)	2601 - 2607
17	06/13/2012	COUNTERMOTION TO TERMINATE PARENTAL RIGHTS DUE TO CONTEMPT OF COURT	3352 - 3364
5	06/01/2007	DEANN WIESNER'S OPPOSITION TO PLAINTIFF'S MOTION FOR MODIFICATION OF CUSTODY, FOR AN ADJUSTMENTS OF CHILD SUPPORT, FOR AN ORDER TO SHOW CAUSE, FOR DEFENDANT'S PSYCHOLOGICAL EVALUATION, FOR RELOCATION WITH THE MINOR CHILD, FOR AN AWARD OF ATTORNEY'S FEES, AND RELATED ISSUES AND COUNTERMOTION TO STRIKE AND FOR ATTORNEY'S FEES	934 - 956
13	01/21/2009	DECISION AND ORDER	2589 - 2596

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
14	02/25/2009	DECISION AND ORDER	2689 - 2699
4	03/14/2007	DECREE OF DIVORCE	698 - 717
15	04/06/2011	DECREE OR ORDER PURSUANT TO NRS 239.030	2946 - 2946
3	02/20/2007	DEFENDANT'S PRE-TRIAL MEMORANDUM (CONTINUED)	583 - 600
4	02/20/2007	DEFENDANT'S PRE-TRIAL MEMORANDUM (CONTINUATION)	601 - 634
14	02/25/2009	DEFENDANT'S EX PARTE COMMUNICATION (2/18/2009)	2652 - 2667
1	11/23/2005	DEFENDANT'S INSTANT MOTION FOR CHILD SUPPORT, EXTENSION OF RESPONSE DATE TO COMPLAINT FOR DIVORCE AND SUMMONS, AND ATTORNEY'S FEES	10 - 29
3	12/15/2006	DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR NRCP 37 SANCTIONS AND DEFENDANT'S COUNTERMOTION TO SET PLAINTIFF'S CHILD SUPPORT IN ACCORDANCE WITH NRS 125B.070; FOR A CONTINUANCE OF THE TRIAL DATE SET FOR JANUARY 23, 2007; FOR HER ATTORNEY'S FEES AND COSTS INCURRED HEREIN; AND RELATED MATTERS	529 - 552
6	06/20/2007	DEPOSITION SUBPOENA	1009 - 1010
15	08/19/2009	DISCLOSURE OF EX PARTE COMMUNICATIONS AND ORDER	2809 - 2839
13	12/23/2008	DISQUALIFICATION OF JUDGE	2462 - 2481
18	10/24/2014	DISTRICT COURT MINUTES (CONTINUED)	3447 - 3600
19	10/24/2014	DISTRICT COURT MINUTES (CONTINUATION)	3601 - 3608
15	08/19/2011	DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE	2957 - 2957
15	11/16/2011	DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE	2969 - 2969
18	07/31/2012	DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE	3401 - 3401
18	09/27/2012	DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE	3405 - 3405
14	02/25/2009	DONNA'S HOUSE CENTRAL REPORT (2/20/2009)	2668 - 2680
14	02/25/2009	DONNA'S HOUSE CENTRAL REPORT (2/24/2009)	2646 - 2651
14	07/09/2009	EMERGENCY CHALLENGE, EMERGENCY	2752 - 2774

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
		DISQUALIFICATION OF EIGHTH JUDICIARY, EMERGENCY MOTION TO CONDENSE, AND EMERGENCY RE-MOTIONS OF TERMINATION OF PARENTAL RIGHTS, SOLE CUSTODY, BACK CHILD SUPPORT, CHILD SUPPORT, BACK ALIMONY, ALIMONY, SANCTIONS AND DAMAGES	
17	06/11/2012	EMERGENCY MOTION FOR CONTINUANCE DUE TO VIOLATION OF EDCR; REQUEST FOR TELEPHONIC HEARING; AND AFFIDAVIT	3336 - 3351
15	08/25/2009	EMERGENCY MOTION FOR DISQUALIFICATION OF STATE OF NEVADA SUPREME COURT JUSTICES, EIGHTH JUDICIARY JUDGES THOMAS ARTHUR RITCHIE, JUNIOR, DOUG SMITH, JOHN JENSEN, AND MARTIN HASTINGS; FAMILY DIVISION JUDGES GLORIA SANCHEZ, CHARLES HOSKIN, AND FRANK SULLIVAN; HEARING MASTERS JENNIFER HENRY, PATRICIA DONINGER, AND CHRISTINE KELLEHER; AND EIGHTH JUDICIARY PRO TEMPORE JUDGES PAUL KIRSCH AND LYNN CONANT DUE TO ACTS OF BIAS, PREJUDICE, AND ABUSE OF DISCRETION AND EMERGENCY MOTION FOR EVIDENTIARY HEARING ON EMERGENCY PROTECTION ORDER FOR DEFENDANT AND DEFENDANT'S MINOR DAUGHTER, TERMINATION OF PLAINTIFF'S RIGHTS, RESTORATION OF ELDER DEFENDANT'S RIGHTS, CLASS ACTION STATUS, AND COURT CONDUCTING DUE DILIGENCE	2840 - 2845
17	04/30/2012	EMERGENCY MOTION FOR FULL DISCLOSURE BY ALL COURTS TO ALL COURTS	3284 - 3288
17	05/31/2012	EMERGENCY MOTION FOR OPPOSITION TO CUSTODY ORDERS; ORDER FOR MAJORAL PLAINTIFF FOR PRIMARY PHYSICAL AND LEGAL CUSTODY; TO INJUNCT RESPONDENTS; FOR DAMAGES; FOR ENFORCEMENT OF DISQUALIFICATION OF EIGHTH JUDICIARY; FOR DISQUALIFICATION OF SENIOR JUDGES; AND, A NEW VENUE ALL FOR CAUSE	3308 - 3334
17	06/21/2012	EMERGENCY MOTION FOR PARTIAL SUMMARY JUDGMENT DUE TO CONTEMPT OF COURT	3369 - 3374

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
16	03/22/2012	EMERGENCY MOTION FOR PARTIAL SUMMARY JUDGMENT DUE TO CONTEMPT OF COURT BY DEFENDANTS' AND RESPONDENT (CONTINUED)	3187 - 3200
17	03/22/2012	EMERGENCY MOTION FOR PARTIAL SUMMARY JUDGMENT DUE TO CONTEMPT OF COURT BY DEFENDANTS' AND RESPONDENT (CONTINUATION)	3201 - 3262
17	07/25/2012	EMERGENCY MOTION FOR PARTIAL SUMMARY JUDGMENT TO DISQUALIFY NEVADA SUPREME COURT, NEVADA ADMINISTRATION OF COURTS, EIGHTH JUDICIARY DEPARTMENTS A THROUGH T, DEPARTMENTS I THROUGH XXXII, DEPARTMENT SENIOR JUDGES, AND CLARK COUNTY JUSTICE COURTS ALL FOR CONTEMPT OF COURT; AND EMERGENCY MOTION FOR DAMAGES	3375 - 3400
17	04/30/2012	EMERGENCY MOTION FOR TELEPHONIC COMMUNICATION HEARINGS DUE TO VIOLENT HISTORY OF RESPONDENTS	3281 - 3283
6	11/01/2007	ESTIMATED COST OF TRANSCRIPTS	1135 - 1135
5	04/20/2007	EX PARTE APPLICATION FOR ORDER SHORTENING TIME	865 - 867
12	10/21/2008	EX PARTE APPLICATION FOR ORDER SHORTENING TIME	2228 - 2229
2	08/31/2006	EX PARTE APPLICATION FOR ORDER SHORTENING TIME AND ORDER SHORTENING TIME ON MOTION TO WITHDRAW	248 - 251
12	10/16/2008	EX PARTE MOTION FOR AN ORDER SHORTENING TIME	2201 - 2202
13	12/05/2008	EX PARTE MOTION FOR ORDER ALLOWING EXAMINATION OF JUDGMENT DEBTOR	2453 - 2454
15	10/01/2009	EX PARTE MOTION FOR SUBPOENA	2861 - 2863
18	07/24/2013	EX PARTE PETITION FOR ORDER TO OBTAIN CASE EVIDENCE	3426 - 3427
11	10/15/2008	EX PARTE SUPPLEMENT	2104 - 2134
12	10/17/2008	EX- PARTE MOTION FOR RETURN OF CHILDREN	2205 - 2221
3	02/06/2007	EX-PARTE APPLICATION FOR ORDER SHORTENING TIME	555 - 557

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
11	10/15/2008	EX-PARTE MOTION TO APPEAL ATTORNEY'S LIEN FOR ATTORNEY FEES ON ORDER SHORTENING TIME	2102 - 2103
14	02/25/2009	EX-PARTE MOTION TO CONTINUE SUBPOENA	2683 - 2688
14	02/25/2009	EX-PARTE ORDER	2681 - 2682
16	03/09/2012	EXHIBITS 1 THROUGH 8	3132 - 3156
16	03/09/2012	EXHIBITS 9 THROUGH 13	3157 - 3186
1	11/23/2005	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	30 - 30
1	12/30/2005	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	40 - 40
1	06/06/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	102 - 102
1	07/21/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	122 - 122
1	08/04/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	174 - 174
1	08/22/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	197 - 197
2	10/09/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	384 - 384
3	11/17/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	508 - 508
3	12/15/2006	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	553 - 553
4	03/12/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	642 - 642
4	03/28/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	747 - 747
4	04/05/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	795 - 795
5	04/12/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION	859 - 859

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
		SHEET (NRS 19.0312)	
5	04/20/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	868 - 868
5	05/21/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	927 - 927
5	06/01/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	957 - 957
6	08/10/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1031 - 1031
6	08/29/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1053 - 1053
6	09/27/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1074 - 1074
6	10/25/2007	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1134 - 1134
6	01/03/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1176 - 1176
7	01/29/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1246 - 1246
9	06/20/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1706 - 1706
9	07/24/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	1722 - 1722
11	10/16/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2149 - 2149
12	10/21/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2230 - 2230
12	10/23/2008	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2260 - 2260
13	01/14/2009	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2588 - 2588

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
14	01/28/2009	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2625 - 2625
14	06/10/2009	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2736 - 2736
15	09/01/2009	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2848 - 2848
15	09/24/2009	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2858 - 2858
15	01/21/2011	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2887 - 2887
15	01/21/2011	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)	2888 - 2888
7	03/06/2008	FINAL BILLING FOR TRANSCRIPTS	1254 - 1254
10	10/07/2008	FINAL BILLING FOR TRANSCRIPTS	1802 - 1802
12	10/23/2008	FINAL BILLING FOR TRANSCRIPTS	2261 - 2261
1	02/03/2006	INDIVIDUAL CASE CONFERENCE REPORT	95 - 97
1	11/07/2005	JOINT PRELIMINARY INJUNCTION	6 - 7
4	04/09/2007	JUDICIAL ORDER	799 - 800
14	08/17/2009	MEDIA REQUEST AND ORDER FOR CAMERA ACCESS TO COURT PROCEEDINGS	2792 - 2793
1	06/06/2006	MOTION AND AFFIDAVIT FOR EXPEDITED HEARING TO ENTER THE "STIPULATED PARENTING AGREEMENT" FROM MARCH 14, 2006 HEARING OR ENTER CUSTODY ORDERS AND TO AWARD ATTORNEY'S FEES	103 - 120
2	10/09/2006	MOTION AND ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT ORDERS, TO ENFORCE SANCTIONS, TO CONTINUE TRIAL, FOR ATTORNEY FEES AND COSTS AND FOR FURTHER RELIEF (CONTINUED)	385 - 400
3	10/09/2006	MOTION AND ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT ORDERS, TO ENFORCE SANCTIONS, TO CONTINUE TRIAL, FOR	401 - 404

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
		ATTORNEY FEES AND COSTS AND FOR FURTHER RELIEF (CONTINUATION)	
6	01/03/2008	MOTION FOR AN EMERGENCY HEARING TO ENFORCE CHILD CUSTODY AND/OR VISITATION ORDER ON AN ORDER SHORTENING TIME	1169 - 1175
9	06/20/2008	MOTION FOR AN EMERGENCY HEARING TO ENFORCE CHILD CUSTODY AND/OR VISITATION ORDER ON AN ORDER SHORTENING TIME	1699 - 1705
13	12/18/2008	MOTION FOR CAUSE FOR CHALLENGE	2456 - 2460
15	01/21/2011	MOTION FOR CHANGE IN THE PROPERTY DISPOSITION OF FORMER MARITAL RESIDENCE	2873 - 2876
15	03/17/2011	MOTION FOR DISQUALIFICATION OF JUDGES RITCHIE, POTTER AND SANCHEZ AND MOTION TO STAY ALL ORDERS	2937 - 2940
4	03/12/2007	MOTION FOR DIVORCE GRANTED, MOTION TO SET ASIDE CONDITIONS PUT FORTH IN PLAINTIFF'S DIVORCE DECREE, MOTION TO AWARD DEFENDANT'S ATTORNEY'S FEES, AND MOTION FOR SHORTENING TIME	643 - 681
7	02/25/2008	MOTION FOR EXTENSION OF TIME TO PREPARE TRANSCRIPTS	1248 - 1248
12	10/23/2008	MOTION FOR NEW TRIAL RECONSIDERATION, ENLARGEMENT OF VISITATION, REQUEST FOR COURT APPOINTED SPECIAL ADVOCATE ON BEHALF OF MINOR CHILD, ALTER OR AMEND ORDER, AND MOTION TO SET ASIDE JUDGMENT	2231 - 2255
15	09/24/2009	MOTION FOR NOTICE OF LIS PENDENS OF ACTION CONTEMPT OF COURT FOR FAILURE TO COMPLY WITH VERBAL ORDER CONTEMPT OF COURT FOR FRAUDULENTLY CHANGING TITLE OF RESIDENCE WITH ORDER PENDING REQUEST FOR REDUCTION TO JUDGEMENT REQUEST FOR SHERIFF'S SALE ACTION AWARD OF INTERST	2849 - 2855
3	11/17/2006	MOTION FOR NRCP 37 SANCTIONS	509 - 527

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
1	08/04/2006	MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY TO CONTESTED ISSUES; AND REQUEST FOR ATTORNEY'S FEES	175 - 189
4	03/28/2007	MOTION FOR RECONSIDERATION AND/OR CLARIFICATION	740 - 746
6	09/27/2007	MOTION FOR SHORTENING OF TIME, MOTION TO CONSIDER WELFARE MINOR CHILD, MOTION TO AMEND VISITATION HOURS, MOTION TO REQUIRE MEDIATION FOR PARENTING AGREEMENT, MOTION FOR ATTORNEY'S FEES	1064 - 1073
11	10/16/2008	MOTION FOR SOLE PHYSICAL CUSTODY AND SOLE LEGAL CUSTODY AND RELOCATION	2145 - 2146
18	10/16/2014	MOTION TO AMEND COURT MINUTE FEBRUARY 10, 2011 DUE TO CONTEMPT	3444 - 3446
13	10/30/2008	MOTION TO APPEAL NOTICE OF ENTRY OF ORDER FILED 10-23-08	2430 - 2430
13	10/30/2008	MOTION TO APPEAL ORDER SIGNED 10/17/08 AND NEW TRIAL	2431 - 2433
14	08/19/2009	MOTION TO CHALLENGE DUE TO DEPARTMENT H ERRORS RESULTING IN REPEATED DOMESTIC VIOLENCE (CONTINUED)	2796 - 2800
15	08/19/2009	MOTION TO CHALLENGE DUE TO DEPARTMENT H ERRORS RESULTING IN REPEATED DOMESTIC VIOLENCE (CONTINUATION)	2801 - 2801
1	07/21/2006	MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND ANSWERS TO INTERROGATORIES (UNFILED)	123 - 154
15	02/08/2011	MOTION TO DISQUALIFY EIGHTH JUDICIARY	2907 - 2911
15	01/21/2011	MOTION TO MODIFY CUSTODY	2878 - 2885
15	08/26/2011	MOTION TO MODIFY MARITAL RESIDENCE DISPOSITION	2959 - 2965
6	10/08/2007	MOTION TO REVISIT CHILD SCHOOLING ISSUES AND CHILD SUPPORT OBLIGATION AND REIMBURSEMENT FOR TAX DEDUCTION VIOLATION	1095 - 1101

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
6	08/10/2007	MOTION TO SET ASIDE PORTIONS OF DECREE OF DIVORCE AND OTHER ORDERS PURSUANT TO NRS 60(B)	1021 - 1030
17	05/15/2012	MOTION TO TERMINATE PARENTAL RIGHTS	3297 - 3307
5	04/20/2007	MOTION TO WITHDRAW	861 - 864
9	09/18/2008	MOTION TO WITHDRAW AND ADJUDICATE ATTORNEY'S LIEN	1781 - 1786
1	08/21/2006	MOTION TO WITHDRAW AS ATTORNEY OF RECORD	191 - 196
12	10/21/2008	MOTION TO WITHDRAW AS COUNSEL	2224 - 2227
13	12/02/2008	MOTION TO WITHDRAW AS COUNSEL	2449 - 2452
3	02/06/2007	MOTION TO WITHDRAW AS COUNSEL FOR THE PLAINTIFF IN THE ABOVE-ENTITLED ACTION	558 - 563
11	10/14/2008	MOTION TO WITHDRAW ATTORNEY WILLIAM KAPALKA	2100 - 2100
9	09/03/2008	MOTION TO WITHDRAW REPRESENTATION	1778 - 1778
14	07/02/2009	NEVADA SUPREME COURT CLERK'S CERTIFICATE JUDGMENT - AFFIRMED	2742 - 2751
6	09/19/2007	NOTICE OF APPEAL	1060 - 1061
13	11/13/2008	NOTICE OF APPEAL	2442 - 2443
18	07/15/2014	NOTICE OF APPEAL	3434 - 3434
6	11/21/2007	NOTICE OF APPEAL TO INCLUDE CUSTODY	1157 - 1158
9	05/19/2008	NOTICE OF APPEARANCE	1697 - 1698
7	03/06/2008	NOTICE OF APPEARANCE OF COUNSEL	1251 - 1252
9	09/18/2008	NOTICE OF ATTORNEY'S LIEN	1787 - 1787
13	12/26/2008	NOTICE OF CHANGE OF ADDRESS	2581 - 2581
15	09/24/2009	NOTICE OF CHANGE OF ADDRESS	2859 - 2859
15	02/08/2011	NOTICE OF CHANGE OF ADDRESS	2898 - 2898
18	02/25/2014	NOTICE OF CHANGE OF ADDRESS	3430 - 3430
4	02/21/2007	NOTICE OF CHANGE OF FIRM NAME AND ADDRESS	635 - 636
15	02/17/2011	NOTICE OF DEPARTMENT REASSIGNMENT	2912 - 2913

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
15	05/04/2011	NOTICE OF DEPARTMENT REASSIGNMENT	2955 - 2956
1	01/18/2006	NOTICE OF EARLY CASE CONFERENCE	76 - 81
14	02/26/2009	NOTICE OF ENTRY OF DECISION AND ORDER	2700 - 2712
4	04/09/2007	NOTICE OF ENTRY OF JUDICIAL ORDER	797 - 798
13	01/21/2009	NOTICE OF ENTRY OF JUDICIAL ORDER	2597 - 2598
15	10/06/2009	NOTICE OF ENTRY OF JUDICIAL ORDER	2864 - 2865
1	01/30/2006	NOTICE OF ENTRY OF ORDER	89 - 94
2	10/02/2006	NOTICE OF ENTRY OF ORDER	359 - 363
3	10/09/2006	NOTICE OF ENTRY OF ORDER	405 - 411
3	11/02/2006	NOTICE OF ENTRY OF ORDER	499 - 503
4	03/16/2007	NOTICE OF ENTRY OF ORDER	718 - 739
5	05/15/2007	NOTICE OF ENTRY OF ORDER	875 - 878
5	05/16/2007	NOTICE OF ENTRY OF ORDER	881 - 884
6	06/15/2007	NOTICE OF ENTRY OF ORDER	1003 - 1006
6	06/20/2007	NOTICE OF ENTRY OF ORDER	1011 - 1014
6	08/13/2007	NOTICE OF ENTRY OF ORDER	1034 - 1037
6	09/07/2007	NOTICE OF ENTRY OF ORDER	1056 - 1059
6	10/05/2007	NOTICE OF ENTRY OF ORDER	1084 - 1094
6	11/06/2007	NOTICE OF ENTRY OF ORDER	1139 - 1142
6	01/02/2008	NOTICE OF ENTRY OF ORDER	1165 - 1168
7	03/18/2008	NOTICE OF ENTRY OF ORDER	1396 - 1399
11	10/15/2008	NOTICE OF ENTRY OF ORDER	2137 - 2144
12	10/17/2008	NOTICE OF ENTRY OF ORDER	2203 - 2204
12	10/23/2008	NOTICE OF ENTRY OF ORDER	2256 - 2259
13	11/12/2008	NOTICE OF ENTRY OF ORDER	2435 - 2438
14	02/06/2009	NOTICE OF ENTRY OF ORDER	2627 - 2631
14	04/03/2009	NOTICE OF ENTRY OF ORDER	2715 - 2718

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
15	04/22/2011	NOTICE OF ENTRY OF ORDER	2950 - 2953
15	03/22/2011	NOTICE OF HEARING	2941 - 2941
17	03/22/2012	NOTICE OF HEARING	3263 - 3266
18	08/06/2012	NOTICE OF HEARING	3402 - 3402
4	03/12/2007	NOTICE OF MOTION	682 - 683
11	10/14/2008	NOTICE OF MOTION	2101 - 2101
11	10/16/2008	NOTICE OF MOTION	2147 - 2148
13	12/18/2008	NOTICE OF MOTION	2461 - 2461
14	08/17/2009	NOTICE OF MOTION	2789 - 2791
15	08/19/2009	NOTICE OF MOTION	2802 - 2808
15	09/01/2009	NOTICE OF MOTION	2846 - 2846
15	09/01/2009	NOTICE OF MOTION	2847 - 2847
15	09/24/2009	NOTICE OF MOTION	2856 - 2857
15	01/21/2011	NOTICE OF MOTION	2877 - 2877
15	01/21/2011	NOTICE OF MOTION	2886 - 2886
15	08/26/2011	NOTICE OF MOTION	2966 - 2967
14	01/28/2009	NOTICE OF MOTION FOR AN ORDER OF LIS PENDENS OF ACTION	2620 - 2624
14	06/10/2009	NOTICE OF MOTION FOR AN ORDER TO SHOW CAUSE	2721 - 2735
14	06/12/2009	NOTICE OF OPPOSITION AND COUNTERCOMPLAINT DUE TO RESPONDENT'S PERJURY CONTEMPT, DOMESTIC VIOLENCE, ABUSE, AND NEGLECT	2738 - 2738
14	02/10/2009	NOTICE OF RESCHEDULING OF HEARING	2639 - 2640
14	02/10/2009	NOTICE OF RESCHEDULING OF HEARING	2641 - 2642
15	10/09/2009	NOTICE OF RESCHEDULING OF HEARING	2869 - 2870
1	05/02/2006	NOTICE OF SEMINAR COMPLETION EDCR 5.07	100 - 100
17	06/17/2012	NOTICE OF TELEPHONIC HEARING	3365 - 3366
11	10/15/2008	NOTICE OF WITHDRAWAL	2135 - 2136

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
5	05/15/2007	NOTICE OF WITHDRAWAL OF ATTORNEY	879 - 880
6	11/08/2007	NOTICE OF WITHDRAWAL OF ATTORNEY	1143 - 1144
6	11/16/2007	NOTICE OF WITHDRAWAL OF COUNSEL	1145 - 1146
14	06/12/2009	NOTICE TO CEASE AND DESIST TO EIGHTH JUDICIAL DISTRICT ATTORNEY ED FRIEDLAND FOR EX PARTE ORDERS RESULTING IN DOMESTIC VIOLENCE, ABUSE, NEGLECT, AND WRONGFUL DEATH TO PETITIONERS	2739 - 2741
6	01/29/2008	OPPOSITION TO AND CLARIFICATION OF MOTION FOR EMERGENCY HEARING TO ENFORCE CHILD CUSTODY AND/OR VISITATION ORDER ON AN ORDER SHORTENING TIME AND COUNTERMOTION TO ENFORCE PARENTING AGREEMENT, CONFIRM PLAINTIFF'S DOMESTIC VIOLENCE, AND ENFORCE NO THIRD PARTY CORPORAL PUNISHMENT (CONTINUED)	1179 - 1200
7	01/29/2008	OPPOSITION TO AND CLARIFICATION OF MOTION FOR EMERGENCY HEARING TO ENFORCE CHILD CUSTODY AND/OR VISITATION ORDER ON AN ORDER SHORTENING TIME AND COUNTERMOTION TO ENFORCE PARENTING AGREEMENT, CONFIRM PLAINTIFF'S DOMESTIC VIOLENCE, AND ENFORCE NO THIRD PARTY CORPORAL PUNISHMENT (CONTINUATION)	1201 - 1245
1	12/30/2005	OPPOSITION TO DEFENDANT'S INSTANT MOTION FOR CHILD SUPPORT, EXTENSION OF RESPONSE DATE TO COMPLAINT FOR DIVORCE AND SUMMONS, AND ATTORNEY'S FEES AND COUNTERMOTION FOR JOINT LEGAL AND PHYSICAL CUSTODY, AN ASSIGNMENT OF CHILD SUPPORT PURSUANT TO NRS 125B.070, FOR SALE OF MARITAL RESIDENCE AND ATTORNEY'S FEES	41 - 66
6	10/25/2007	OPPOSITION TO DEFENDANT'S MOTION AND COUNTERMOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT; TO MODIFY CUSTODY; TO MODIFY CHILD SUPPORT; TO DISCLOSE MEDICAL INFORMATION; AND FOR ATTORNEY'S FEES	1102 - 1133

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
15	03/01/2011	OPPOSITION TO HEARING IN CHAMBERS AND COUNTERMOTION FOR ORAL STATEMENTS WITH COMMUNICATION EQUIPMENT ON ORDER SHORTENING TIME	2926 - 2936
9	07/24/2008	OPPOSITION TO MOTION FOR AN EMERGENCY HEARING TO ENFORCE CHILD CUSTODY AND/OR VISITATION ORDER ON AN ORDER SHORTENING TIME AND COUNTERMOTION FOR SOLE LEGAL AND PHYSICAL CUSTODY, FOR SUPERVISED VISITATION, A PSYCHIATRIC EVALUATION ATTORNEY'S FEES AND SANCTIONS	1711 - 1720
1	08/22/2006	OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY OF CONTESTED ISSUES; AND REQUEST FOR ATTORNEY'S FEES AND COUNTERMOTION TO COMPEL DISCOVERY AND ATTORNEY'S FEES (CONTINUED)	198 - 200
2	08/22/2006	OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY OF CONTESTED ISSUES; AND REQUEST FOR ATTORNEY'S FEES AND COUNTERMOTION TO COMPEL DISCOVERY AND ATTORNEY'S FEES (CONTINUATION)	201 - 243
1	08/02/2006	OPPOSITION TO MOTION TO COMPEL	157 - 173
15	02/21/2011	OPPOSITION TO MOTION TO MODIFY CUSTODY, OPPOSITION TO MOTION FOR CHANGE IN PROPERTY, OPPOSITION TO EX PARTE TEMPORARY PROTECTIVE ORDER, COUNTERMOTION FOR TERMINATION OF PLAINTIFF'S PARENTAL RIGHTS, COUNTERMOTION FOR SOLE CUSTODY OF MINOR WIESNER, MOTION FOR PEREMPTORY CHALLENGE, MOTION FOR DISQUALIFICATION EIGHTH JUDICIAL DISTRICT, MOTION FOR ORAL ARGUMENTS IN COURTROOM WITH COMMUNICATION EQUIPMENT, MOTION TO AMEND MOTION ALL ON ORDER SHORTENING TIME	2914 - 2925
2	09/01/2006	OPPOSITION TO MOTION TO WITHDRAW AS ATTORNEY OF RECORD AND OPPOSITION TO MOTION FOR SHORTENING OF TIME	254 - 262

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
1	01/26/2006	ORDER	82 - 85
2	09/27/2006	ORDER	356 - 358
3	10/30/2006	ORDER	496 - 498
4	02/22/2007	ORDER	637 - 638
5	05/14/2007	ORDER	871 - 872
6	06/13/2007	ORDER	1001 - 1002
6	08/10/2007	ORDER	1032 - 1033
6	09/05/2007	ORDER	1054 - 1055
6	10/04/2007	ORDER	1075 - 1083
6	12/28/2007	ORDER	1163 - 1164
7	03/07/2008	ORDER	1394 - 1395
9	09/22/2008	ORDER	1794 - 1795
11	10/09/2008	ORDER	2092 - 2097
11	10/13/2008	ORDER	2098 - 2099
12	10/17/2008	ORDER	2222 - 2223
14	03/25/2009	ORDER	2713 - 2714
15	10/06/2009	ORDER	2866 - 2868
15	03/16/2010	ORDER	2871 - 2872
15	04/06/2011	ORDER	2947 - 2949
5	05/14/2007	ORDER & JUDGMENT	873 - 874
6	11/01/2007	ORDER CERTIFYING ISSUES	1136 - 1137
15	03/25/2011	ORDER DENYING DEFENDANT'S MOTION TO DISQUALIFY EIGHTH JUDICIARY AND OPPOSITION TO HEARING IN CHAMBERS	2942 - 2944
14	02/06/2009	ORDER DENYING DEFENDANT'S REQUEST FOR DISQUALIFICATION OF JUDGE RITCHIE	2632 - 2635
13	12/24/2008	ORDER FOR EXAMINATION OF JUDGMENT DEBTOR	2482 - 2485
1	01/10/2006	ORDER FOR FAMILY MEDIATION CENTER SERVICES	67 - 67

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
7	02/04/2008	ORDER FOR SUPERVISED EXCHANGE	1247 - 1247
9	09/16/2008	ORDER FOR SUPERVISED VISITATION	1780 - 1780
13	12/16/2008	ORDER FOR SUPERVISED VISITATION	2455 - 2455
13	11/12/2008	ORDER GRANTING WITHDRAW OF COUNSEL	2439 - 2440
2	08/31/2006	ORDER SETTING TRIAL	252 - 253
3	02/09/2007	ORDER SHORTENING TIME	566 - 567
5	04/25/2007	ORDER SHORTENING TIME	869 - 869
5	05/24/2007	ORDER SHORTENING TIME	930 - 933
9	09/19/2008	ORDER SHORTENING TIME	1792 - 1793
13	11/06/2008	ORDER SHORTENING TIME	2434 - 2434
6	12/04/2007	ORDER TO PROCEED IN FORMA PAUPERIS	1159 - 1160
6	06/19/2007	ORDER TO SHOW CAUSE	1007 - 1008
14	02/12/2009	ORDER TO SHOW CAUSE	2643 - 2644
18	08/19/2014	PETITION FOR RENEWAL OF FORMA PAUPERIS	3437 - 3442
5	05/21/2007	PLAINTIFF'S MOTION FOR MODIFICATION OF CUSTODY, FOR AN ADJUSTMENT OF CHILD SUPPORT, FOR AN ORDER TO SHOW CAUSE, FOR DEFENDANT'S PSYCHOLOGICAL EVALUATION, FOR RELOCATION WITH THE MINOR CHILD, FOR AN AWARD OF ATTORNEY'S FEES, AND RELATED ISSUES	885 - 926
4	04/05/2007	PLAINTIFF'S OPPOSITION TO MOTION AND COUNTERMOTION TO FOR RESOLUTION OF OUTSTANDING BUYOUT ISSUE AND AN AWARD OF ATTORNEY'S FEES	748 - 794
5	04/12/2007	PLAINTIFF'S OPPOSITION TO MOTION FOR RECONSIDERATION AND/OR CLARIFICATION AND RENOTICE OF COUNTERMOTION TO FOR RESOLUTION OF OUTSTANDING BUYOUT ISSUE AND AN AWARD OF ATTORNEY'S FEES	801 - 858
6	08/29/2007	PLAINTIFF'S OPPOSITION TO MOTION TO SET ASIDE PORTIONS OF DECREE OF DIVORCE AND OTHER ORDERS	1038 - 1052

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
		PURSUANT TO NRS 60(B) AND COUNTERMOTION FOR ATTORNEY'S FEES AND SANCTIONS	
3	02/12/2007	PLAINTIFF'S PRETRIAL MEMORANDUM	568 - 580
14	01/27/2009	RE-NOTICE OF MOTION	2608 - 2609
13	01/14/2009	RE-NOTICE OF MOTION AND MOTION TO SET ASIDE ORDER OR JUDGMENT	2583 - 2587
14	07/20/2009	RE: NOTICE OF MOTION	2785 - 2786
14	08/19/2009	RE: NOTICE OF MOTION	2794 - 2795
3	01/08/2007	RECEIPT OF COPY	554 - 554
5	05/01/2007	RECEIPT OF COPY	870 - 870
6	01/24/2008	RECEIPT OF COPY	1178 - 1178
9	08/15/2008	RECEIPT OF COPY	1738 - 1738
9	08/19/2008	RECEIPT OF COPY	1739 - 1739
9	08/26/2008	RECEIPT OF COPY	1762 - 1762
9	09/25/2008	RECEIPT OF COPY	1798 - 1798
7	03/26/2008	RECEIPT OF COPY OF TRANSCRIPTS	1400 - 1400
6	11/05/2007	RECEIPT OF ORIGINAL FILE	1138 - 1138
1	01/27/2006	REPLY TO COUNTERCLAIM	86 - 88
9	08/05/2008	REPLY TO COUNTERMOTION	1725 - 1737
5	06/08/2007	REPLY TO DEFENDANT'S OPPOSITION AND OPPOSITION TO DEFENDANT'S COUNTERMOTION TO STRIKE AND FOR ATTORNEY'S FEES	958 - 1000
2	10/05/2006	REPORT & RECOMMENDATIONS	379 - 383
9	09/04/2008	REQUEST FOR CHILD PROTECTION SERVICE APPEARANCE AND RECORDS	1779 - 1779
18	02/25/2014	REQUEST TO PROCEED ON APPEAL IN FORMA PAUPERIS	3431 - 3433
13	12/01/2008	RESPONSE & COUNTERCLAIM FOR PLAINTIFF'S CONTEMPT OF COURT, SANCTIONS, VACATE ALL ORDERS EXCEPT JANUARY 2006 AND SOLE CUSTODY	2444 - 2445

05D345508 Daniel A Wiesner, Plaintiff
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
		AND RELOCATION	
3	10/24/2006	RESPONSE TO MOTION AND ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT AND MOTION TO ORDER PLAINTIFF TO SUBMIT GOOD FAITH RESPONSE TO DEFENDANT'S INTERROGATORIES AND DOCUMENT REQUESTS	420 - 495
2	09/01/2006	RESPONSE TO OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY OF CONTESTED ISSUES; AND REQUEST FOR ATTORNEY'S FEES AND COUNTERMOTION TO COMPEL DISCOVERY AND ATTORNEY'S FEES	263 - 354
15	02/01/2011	RESPONSE TO PLAINTIFF'S MOTION FOR CHANGE IN PROPERTY	2891 - 2897
15	02/08/2011	RESPONSE TO PLAINTIFF'S MOTION TO MODIFY CUSTODY	2899 - 2906
14	07/24/2009	SANCTIONS & DAMAGES ORAL ARGUMENTS REQUESTED DUE TO CORRUPTED ELECTRONIC DATA AND JUDICIAL FRAUD	2787 - 2788
14	05/08/2009	SATISFACTION OF JUDGMENT	2719 - 2719
9	08/19/2008	SUBPOENA	1740 - 1744
9	08/27/2008	SUBPOENA	1763 - 1767
9	08/27/2008	SUBPOENA	1768 - 1772
9	08/28/2008	SUBPOENA	1773 - 1777
6	07/23/2007	SUBPOENA DUCES TECUM	1016 - 1017
6	07/23/2007	SUBPOENA DUCES TECUM	1018 - 1019
18	07/24/2013	SUBPOENA OF RECORDS	3428 - 3429
14	02/09/2009	SUBPOENA; EMERGENCY HEARING REQUESTED; ORAL ARGUMENTS REQUESTED	2636 - 2638
9	10/02/2008	SUBSTITUTION OF ATTORNEYS (CONTINUED)	1799 - 1800
10	10/02/2008	SUBSTITUTION OF ATTORNEYS (CONTINUATION)	1801 - 1801
1	11/07/2005	SUMMONS	8 - 9

05D345508 **Daniel A Wiesner, Plaintiff**
vs.
Deann Wiesner, Defendant.

I N D E X

VOL	DATE	PLEADING	PAGE NUMBER:
11	10/16/2008	SUPPLEMENT TO MOTION FOR SOLE PHYSICAL CUSTODY AND SOLE LEGAL CUSTODY AND RELOCATION	2150 - 2200
1	11/23/2005	THREE DAY NOTICE OF INTENT TO TAKE DEFAULT	31 - 32
10	10/07/2008	TRANSCRIPT OF HEARING HELD ON SEPTEMBER 11, 2008 (CONTINUED)	1963 - 2000
11	10/07/2008	TRANSCRIPT OF HEARING HELD ON SEPTEMBER 11, 2008 (CONTINUATION)	2001 - 2091
8	04/24/2008	TRANSCRIPT OF HEARING HELD ON AUGUST 10, 2007 (CONTINUED)	1511 - 1600
9	04/24/2008	TRANSCRIPT OF HEARING HELD ON AUGUST 10, 2007 (CONTINUATION)	1601 - 1696
8	04/24/2008	TRANSCRIPT OF HEARING HELD ON AUGUST 15, 2007	1401 - 1510
7	03/06/2008	TRANSCRIPT OF HEARING HELD ON FEBRUARY 22, 2007	1256 - 1393
12	10/23/2008	TRANSCRIPT OF HEARING HELD ON SEPTEMBER 15, 2008	2262 - 2376
12	10/23/2008	TRANSCRIPT OF HEARING HELD ON SEPTEMBER 16, 2008 (CONTINUED)	2377 - 2400
13	10/23/2008	TRANSCRIPT OF HEARING HELD ON SEPTEMBER 16, 2008 (CONTINUATION)	2401 - 2429
10	10/07/2008	TRANSCRIPT OF HEARING HELD ON SEPTEMBER 4, 2008	1803 - 1962
14	07/10/2009	WRIT OF EXECUTION	2775 - 2784
15	03/03/2012	WRIT OF MANDAMUS	2970 - 2989
15	03/03/2012	WRIT OF PROHIBITION (CONTINUED)	2990 - 3000
16	03/03/2012	WRIT OF PROHIBITION (CONTINUATION)	3001 - 3060

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

> There may be additional community assets of the Plaintiff which are presently unknown to DeAnn. DeAnn asks permission of this Court to amend this Counterclaim to insert this information when it becomes known to DeAnn or at the time of trial.

Interestingly, DeAnn filed a second Joint Preliminary Injunction in the case. Such was done **after** she liquidated community assets to pay off the community residence, in direct violation of the Joint Preliminary Injunction previously served upon her.

On or about May 2, 2006, "Plaintiff's First Request for Production of Documents" and "Plaintiff's First Set of Interrogatories" were served upon DeAnn. As a result, the due date for those responses was June 5, 2006. That due date came and went without response. Correspondence was then sent to DeAnn's then counsel, Robert C. Graham, Esq., dated June 8, 2006, offering a one-week extension to June 15, 2006. Shortly thereafter, an additional one-week extension to June 22, 2006 was granted telephonically. That date also came and went without response.

On or about July 5, 2006, responses to the discovery requests were received. However, they were severely lacking. *(Copies of those responses, with the documentation removed, are attached hereto as Exhibit 1.)* Many of the responses were "Not Applicable" or objected to based upon the existence of the purported Statement.

After reviewing those responses, correspondence was sent to DeAnn's counsel pursuant to EDCR 2.34, requesting additional supplementation on or before July 12, 2006. *(A copy of that correspondence is attached hereto as Exhibit 2.)* However, no supplemental responses were ever received.

As a result, on July 21, 2006, Daniel filed a "Motion to Compel Production of Documents and Answers to Interrogatories." Subsequently, DeAnn filed an "Objection to the Motion to Compel" as well as her instant Motion.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 259-4740

At the August 11, 2006 discovery hearing, DeAnn's counsel argued that the Statement precludes much of the discovery propounded by Daniel. As a result, the Discovery Commissioner ordered DeAnn to respond to those requests dealing with child support and pension and await this Court's determination on the remaining discovery issues. *Although the "Report and Recommendation" has not yet been signed, a copy of the draft is attached hereto as Exhibit 3.)*

II.

OPPOSITION

A. Summary Judgment is Inapplicable in the Instant Situation.

Summary judgment is based upon Nevada Rules of Civil Procedure 56(c). That rule establishes two basic substantive requirements for the entry of summary judgment: that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Shapro v. Forsythe,* 103 Nev. 666, 747 P.2d 241 (1987).

It appears as though DeAnn is requesting that this Court enter summary judgment that the Statement is a binding agreement. Daniel has no objection to that finding; however, DeAnn exceeds her legal rights in indicating that "the agreement has properly divided the community and marital property in this case, save those items expressly stated as not being included."

The Nevada Supreme Court has indicated that where there is ambiguity in a written contract or document and extrinsic evidence is required to ascertain the intent of the parties, summary judgment should **not** be entered in the face of contradictory or conflicting evidence. *Mullis v. Nevada National Bank*, 98 Nev. 510, 654 P.2d 533 (1982). The Supreme Court went on to indicate that the intent of the parties is a question of fact. *Parman v. Petricciani*, 70 Nev. 427, 272 P.2d 492 (1954).

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1335 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

It appears as though DeAnn is attempting to get all the benefits from the Statement without any attached detriment. She agreed to pay Daniel $20,000.00 upon the sale of the marital residence; however, rather than selling that residence, she liquidated all other assets and paid off the mortgage. As a result, she has not followed through on her portion of that Statement.

Further, nowhere within the Statement does it indicate that the parties were distributing the totality of the community property in this case. As a result, while the Court may find that it is a binding agreement on its face, such does not obviate the need to distribute any and all remaining community property as part of the divorce action in this case.

Trial judges should exercise great care in granting motions for summary judgment. *Charles v. J. Steven Lemons & Associates*, 104 Nev. 388, 760 P.2d 118 (1988).

The Nevada Supreme Court has gone on to indicate that summary judgment may not be used as a shortcut to the resolution of disputes upon facts material to the determination of the legal rights of the parties. *Collins v. Union Federal Savings & Loan Association*, 99 Nev. 284, 662 P.2d 610 (1983). Such is exactly what DeAnn is attempting to do in the current situation. Thus, summary judgment is inappropriate in the instant circumstance.

B. Plaintiff Is Not Opposing That the Statement is a Binding Agreement.

No one is doubting that the parties have the ability to contract. Further, Daniel has never, at any point in the litigation, argued that the Statement is not a valid agreement. However, the parties are certainly entitled to a divorce. And, as part of that divorce, all community assets and debts need to be discovered and divided. Further, the parties need to follow the rules of law in obtaining that resolution.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

If the Statement is found to be a binding agreement, it is binding against both parties. DeAnn has failed to sell the house, has failed to pay Daniel the agreed-upon $20,000.00, and has violated the Joint Preliminary Injunction numerous times, including obtaining funds to pay off the residence.

Nowhere within the Statement does it indicate that it is a total and complete distribution of all community assets and obligations. DeAnn admitted, same within her Answer and Counterclaim, that there very well may be additional assets and debts which were not covered within that Statement. Indeed, DeAnn's subsequent unilateral actions regarding specific items of community property speak louder than her words of protestations;

1. DeAnn pawned all the weapons which the parties had agreed belonged to Daniel and pocketed the approximate $2,000.00 cash. Although she advised Daniel after the fact of her actions, she waited until a mere 24 hours before the expiration of the pawn tickets to give them to Daniel, who was then forced to pay off not only the face value of the pawn tickets but also the additional finance charges in order to retrieve the weapons.

2. Just prior to a stock split and the December 2005 dividend of 7%, DeAnn sold the IIBK.OB stock–an over-the-counter for Idaho Independent Bank; she later repurchased 264 shares at a reduced rate of $50.00 per share and gave them to Daniel. Had she not unilaterally sold those stocks when she did, the split would have yielded approximately 400 shares and the December dividend, approximately $1,000.00.

3. Tax information, provided to Daniel by DeAnn, indicated that in March 2005, DeAnn held two stocks–CDIC worth $4,547.00 (0purchased on 03/02/05) and CVX worth $12,127.00 (purchased on 03/21/05–totaling $16,674.00–which were not included in the Statement.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

Daniel strenuously objects to the statement within DeAnn's instant motion that

> All of Plaintiff's efforts and the legal costs which Defendant has been compelled to bear have been in an effort to ignore and/or hopefuly convince the courts to set aside the agreement which was freely executed by the parties.

Daniel would defy DeAnn to demonstrate that any of his efforts have been to that end. To the contrary, this case should have been settled long ago; however, DeAnn refuses to negotiate this matter in good faith and she continues to take unilateral actions–especially regarding community assets.

Contrary to DeAnn's assertions, even if this Court finds that the Statement is a binding agreement, it does not change the face of this litigation. DeAnn is still bound by the Joint Preliminary Injunction; she is still bound by the discovery requests for which appropriate objections were not timely lodged; she is still bound to demonstrate that an equitable distribution of community assets and obligations can be had by a full disclosure of any and all community assets and obligations.

C. The Court Cannot Limit the Issues in This Case.

DeAnn is requesting that, because of an August 31, 2005, Statement drafted by the parties, the only issues remaining in this case are pension distribution and child support. Again, the Statement is not comprehensive. It distributes **some** of the community assets; it does **not** resolve the divorce action.

DeAnn's own language, within her moving papers, explains the circumstances which face the parties. She states:

> The issue of support will be one that can either be resolved by mutual consent, now that the attorneys are involved in the case, or at trial **after a full determination of assets has been made by the parties of the assets and income of the other.** (Emphasis added).

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

A full determination of assets and income of both parties is mandatory; however, DeAnn is attempting to escape that obligation by alleging statements which are simply untrue.

Other than custody and visitation, which have been resolved via Parenting Plan, all issues are still pending in this case. This Court still needs to make an equitable distribution of the assets and liabilities of the parties and award child support. Discovery is necessary in order to complete that task so that both parties can present an accurate picture to the Court for determination. As a result, the issues cannot be limited at this point.

D. Defendant Is Not Entitled to Attorney's Fees.

Defendant has the nerve to come before this Court requesting attorney's fees. This Court will recall that, upon a return from mediation hearing on March 13, 2006, both parties agreed that a resolution in the custody and visitation issue had been achieved. The Court gave directives that counsel should resolve the final issues and submit a stipulated order. Daniel's counsel prepared that order and submitted the same to DeAnn's counsel on March 23, 2006.

After sending that "Stipulated Parenting Agreement," notwithstanding numerous attempts by Daniel's attorney, only one phone call was had between counsel, in mid-April 2006, wherein DeAnn's counsel indicated he was having a difficult time encouraging her to sign the Agreement. Daniel's counsel continued to try and resolve the custody issues by constantly calling the office of DeAnn's counsel; however, based upon DeAnn's refusal to cooperate with her attorney, the case could not move forward.

As such, it was necessary, on June 6, 2006, that Daniel file a "Motion...to Enter the 'Stipulated Parenting Agreement'...and to Award Attorney's Fees." However, prior to the scheduled hearing date of July 19, 2006 occurring, the parties finalized a stipulated order through mediation. As a result, the motion was taken off calendar.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

DeAnn has expanded the litigation in this case from the outset. Rather than simply filing an Answer to the Complaint, she filed a motion to grant her an extension of time to answer the Complaint. That motion was attached to a motion for custody. DeAnn simply refuses to stipulate to any issue.

The matter of discovery is more evidence of DeAnn's intent to expand the litigation costs in this case. She did not timely respond to the discovery requests. When extensions were granted, she requested additional extensions. Further she did not meet those extended dates and finally submitted incomplete discovery responses full of objections (which were not timely made) and indications that the answers were "Not Applicable." Such necessitated the filing of the "Motion to Compel" and another hearing. And now yet another hearing is set simply because DeAnn refuses to adequately respond to discovery requests.

DeAnn then has the nerve to come before this Court asking that she be granted attorney's fees. Such a granting of fees is unsupported and would be counterproductive. As a result, her request should be denied.

III

COUNTERMOTION

A. This Court Should Compel Full and Complete Discovery Responses from Defendant.

As stated hereinabove, discovery was propounded and not timely produced. Even when responses were received, they were incomplete. DeAnn has yet to adequately respond to the discovery requests.

NRCP 33 deals with Interrogatories. It indicates that Interrogatories are to be responded to within thirty (30) days. As a result, DeAnn's responses to the Interrogatories

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4746

should have been received, by Daniel's counsel, on or before June 5, 2006. However, when DeAnn failed to timely respond, Daniel graciously offered an extension through and including June 15, 2006, in order to obtain the discoverable materials. However, that extension was not good enough, and DeAnn requested an additional extension to June 22, 2006, which request was granted. Notwithstanding the two extensions, discovery was not received until on or about July 5, 2006.

NRCP 33 indicates, in §4:

> All grounds for an objection to an Interrogatory shall be stated with specificity. Any ground not stated in a timely objection is waived unless the party's failure to object is excused by the court for good cause shown.

None of the objections, which are all based upon the Statement, were timely made. As a result, all those objections are waived.

Notwithstanding the fact that the objections are waived, Daniel is entitled to learn the information contained within those requests. It is believed that DeAnn violated the Joint Preliminary Injunction in paying off the marital residence by liquidating community assets. It is presumed that DeAnn will argue that, following the terms of the Statement, that no more community assets existed. However, such is not the scope of that Statement.

Daniel is entitled to know the totality of the assets and obligations; however, notwithstanding his requests, he is still unaware of the totality of those assets. He is entitled to prepare for trial. Through DeAnn's negligent actions in refusing to comply with proper discovery, this matter is being overlitigated.

NRCP 34 deals with the Requests for Production of Documents. It indicates that those Requests are to be responded to within thirty (30) days. The Supreme Court has specifically indicated that NRCP 34 is limited to matters within the scope of NRCP 26(b),

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

which authorizes parties to obtain discovery regarding any matter not privileged. *State Ex Rel. Tidval v. Eighth Judicial District Court Ex Rel. County of Clark*, 91 Nev. 520, 539 P.2d 456 (1975).

None of DeAnn's objections referenced any privilege. As a result, the requested documentation and answers to interrogatories are relevant and discoverable. DeAnn's refusal to respond to those requests is doing nothing more than expanding litigation costs.

B. Daniel is Entitled to Attorney's Fees.

Daniel has already been awarded attorney's fees in the amount of $1,000.00 for the Motion to Compel; however, not only does he have to pay his attorney to prepare the Motion to Compel but also oppose a motion before this Court which is also attempting to limit discovery. Such is improper.

NRCP 37(a)(4) reads, in pertinent part:

> ...the court shall, after affording an opportunity to be heard, require the party or deponent whose conduct necessitated the motion or the party or attorney advising such conduct, or both of them, to pay the moving party the reasonable expenses incurred in making the motion, including attorney's fees.

DeAnn's motion is nothing more than an extension of her Opposition to Motion to Compel. As a result, this Court is authorized to award additional attorney's fees to Daniel for having to appear at this motion.

DATED this 22nd day of August 2006.

HOSKIN LAW OFFICE

By _____
CHARLES J. HOSKIN, ESQ.
Nevada Bar #4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
Attorney for Plaintiff

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Hoskin Law Office and that on the 22nd day of August 2006, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with postage fully prepaid thereon for regular U.S. Mail, a true and correct copy of **Opposition to Motion for Partial Summary Judgment and Order to Limit Discovery of Contested Issues and Request for Attorney's Fees & Countermotion to Compel Discovery and Attorney's Fees** , addressed to:

Robert C. Graham, Esq.
Rob Graham & Associates
7375 W. Peak Dr., #220
Las Vegas, NV 89128
Attorney for Defendant

Employee of the Hoskin Law Office

Exhibit 1

ROB GRAHAM & ASSOCIATES
ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161

Attorney for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	Case No.: D 345508 Department: H

DEFENDANT RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Defendant DEANN WIESNER hereby responds to Plaintiff DANIEL A. WIESNER's First Request for Production of Documents as follows:

DOCUMENT REQUEST NO. 1:

Please provide your personal federal tax returns, including all W-2 forms or other tax forms indicating the amount of wages, tips, etc. earned by you during the past three (3) years.

RESPONSE TO DOCUMENT REQUEST NO. 1:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Plaintiff has possession of these documents.

DOCUMENT REQUEST NO. 2:

Please provide any and all documents evidencing personal bank accounts, checking accounts, savings accounts, trust accounts, certificates of deposit, or other investments to which you are, or have been a joint or separate owner, or in which you possess (or have possessed) a

///

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

legal or beneficial interest, whether now closed or now active, whether in Nevada, Michigan, or any other state, over the past three (3) years.

RESPONSE TO DOCUMENT REQUEST NO. 2:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement.

DOCUMENT REQUEST NO. 3:

Please provide a current Affidavit of Financial Condition.

RESPONSE TO DOCUMENT REQUEST NO. 3:

An Affidavit of Financial Condition is attached hereto as *Attachment A*.

DOCUMENT REQUEST NO. 4:

Please provide any and all documents pertaining to any personal interest that you may have in any real property.

RESPONSE TO DOCUMENT REQUEST NO. 4:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

A Quit Claim Deed for 1812 Shifting Winds Street in Las Vegas, Nevada, was provided to the Court on or about December 29, 2005, by Plaintiff's attorney, a copy of which is attached hereto as *Attachment B*.

DOCUMENT REQUEST NO. 5:

Please provide any and all documents evidencing the source and purpose of monies received, for you and the minor child, pursuant to any injury and/or disability, including, but not limited to, information relating to any investigation and/or findings relating to the incident(s) and reason(s) for financial payout(s).

RESPONSE TO DOCUMENT REQUEST NO. 5:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See attached SSDI documentation regarding Katie Wiesner. *Attachment C*. For DeAnn Wiesner's SSDI documents See No. 12

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

DOCUMENT REQUEST NO. 6:

Please provide any and all documents that you intend to produce at the trial in this matter.

RESPONSE TO DOCUMENT REQUEST NO. 6:

Unknown at present.

DOCUMENT REQUEST NO. 7:

Please provide a list of each and every witness expected to testify at the trial, along with his/her address(es), telephone number(s), and a brief summary of his/her anticipated testimony.

RESPONSE TO DOCUMENT REQUEST NO. 7:

Unknown at present.

DOCUMENT REQUEST NO. 8:

Please provide any and all documents relating to all deposits and withdrawals from the cash account established for the minor child; any and all documents evidencing the usage of all withdrawals.

RESPONSE TO DOCUMENT REQUEST NO. 8:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement.

DOCUMENT REQUEST NO. 9:

Please provide any and all documents relating to both your traditional and Roth IRA's, including, but not limited to, all monthly and annual statements since the date each account was opened to the present.

RESPONSE TO DOCUMENT REQUEST NO. 9:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

As a result of Plaintiff's failure to pay two month's worth of mortgage payments, Defendant was forced to cash out all of the IRAs to pay off the mortgage to avoid foreclosure on the property located at 1812 Shifting Winds Street in Las Vegas, Nevada.

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

DOCUMENT REQUEST NO. 10:

Please provide any and all documents relating to the NIB account, including, but not limited to, all monthly and annual statements since the date the account was opened to the present.

RESPONSE TO DOCUMENT REQUEST NO. 10:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See attached NIB documents. *Attachment D*

DOCUMENT REQUEST NO. 11:

Please provide any and all documents relating to the Ameritrade account, including, but not limited to, all monthly and annual statements since the date the account was opened to the present.

RESPONSE TO DOCUMENT REQUEST NO. 11:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See Response to Document Request No. 9.

DOCUMENT REQUEST NO. 12:

Please provide any and all documents relating to income received by Defendant during the last three (3) years, including, but not limited to, pay stubs, W-2 forms, K-1 forms, 1099 forms, agreements and/or understandings.

RESPONSE TO DOCUMENT REQUEST NO. 12:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See attached SSDI documents. Attached hereto *Attachment E*

DOCUMENT REQUEST NO. 13:

Please provide any and all documents relating to the pawning of weapons in December 2005, including, but not limited to, the pawning receipts and use of the funds.

///

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

RESPONSE TO DOCUMENT REQUEST NO. 13:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Plaintiff has possession of the documents relating to the pawning of weapons in December 2005.

DOCUMENT REQUEST NO. 14:

Please provide any and all documents relating to the marital residence located at 1812 Shifting Winds in Las Vegas, Nevada, property–including, but not limited to, original purchasing documents, current appraised value, receipts for any and all upgrades/repairs to the property since the purchase, etc.

RESPONSE TO DOCUMENT REQUEST NO. 14:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See Response to Document Request No. 4.

DOCUMENT REQUEST NO. 15:

Please provide any and all documents relating to the payoff of the mortgage on 1812 Shifting Winds in Las Vegas, Nevada, including, but not limited to, the total payoff amount, date of payoff, the source(s) of funds (by name, address and telephone) to make that payment, and the amount obtained from every source.

RESPONSE TO DOCUMENT REQUEST NO. 15:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See attached copy of cashier's check. Attached as *Attachment F*

DOCUMENT REQUEST NO. 16:

Please provide any and all documents relating to the withdrawal of $55,000.00 from the joint account and usage of same.

///

///

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

RESPONSE TO DOCUMENT REQUEST NO. 16:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Plaintiff has possession of the documents referenced in this request.

DOCUMENT REQUEST NO. 17:

Please provide any and all documents relating to any monies owed to you or monies you owe to another individual or entity.

RESPONSE TO DOCUMENT REQUEST NO. 17:

Defendant objects to this document request on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

Dated this 30th day of June, 2006

ROB GRAHAM & ASSOCIATES

By: _____

ROBERT C. GRAHAM, ESQ.
Nevada State Bar No. 4618
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

ROB GRAHAM & ASSOCIATES
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Law Offices of Rob Graham & Associates and that on the ___ day of June, 2006, I did deposit in the United States Post Office in Las Vegas, Nevada, in a sealed envelope with postage fully pre-paid thereon, a true and correct copy of the above and foregoing Defendant's Responses to Plaintiff's First Request for Production of Documents.

Charles L. Hoskin, Esq.
Hoskin Law Office
1336 S. Decatur Boulevard
Las Vegas, Nevada 89102

_____
An employee of Rob Graham & Associates

ROB GRAHAM & ASSOCIATES
ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161

Attorney for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

Case No.: D 345508
Department: H

DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES

Defendant DEANN WIESNER hereby responds to Plaintiff DANIEL A. WIESNER's First Set of Special Interrogatories as follows:

INTERROGATORY NO. 1:

Listing of any and all personal information, including social security number, current address, current home telephone number, previous address within the last three (3) years, any aliases or nicknames.

RESPONSE TO INTERROGATORY NO. 1:

A. 519-56-9616; 1812

B. Shifting Winds Street, Las Vegas, Nevada 89117;

C. (702) 254-3402;

D. Dee Wiesner.

INTERROGATORY NO. 2:

If the Defendant is currently employed, list Defendant's current employer–including employer's complete name, employer's physical location address, employer's mailing address, employer's telephone number, supervisor's name, Defendant's length of employment,

Defendant's gross pay, Defendant's net pay, date of Defendant's last paycheck, date of Defendant's next paycheck

RESPONSE TO INTERROGATORY NO. 2:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant is not employed.

INTERROGATORY NO. 3:

If the Defendant is self-employed, list the current project or place; name and address of other contracting party; any articles of value, aside from those produced in Defendant's regular occupation, Defendant created, produced, or manufactured.

RESPONSE TO INTERROGATORY NO. 3:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant is not self-employed.

INTERROGATORY NO. 4: No such interrogatory in Plaintiff's First Set of Special Interrogatories.

RESPONSE TO INTERROGATORY NO. 4: No Response/No Question.

INTERROGATORY NO. 5:

List any and all interest on any money loaned or on deposit in any bank or savings institution in the past two (2) years; dividends during the last two (2) years.

RESPONSE TO INTERROGATORY NO. 5:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not Applicable

INTERROGATORY NO. 6:

List any and all information on current residence located at 1812 Shifting Winds Street in Las Vegas, Nevada, including original purchase price, current appraised value, description and costs of any and all upgrades/repairs to the property since the purchase, etc.

RESPONSE TO INTERROGATORY NO. 6:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant cannot afford to obtain an appraisal of the property located 1812 Shifting Winds Street in Las Vegas, Nevada. However, she has provided Plaintiff supporting documentation as to the housing costs in the Peccole Ranch subdivision. Defendant further states that given the state of the real estate market in Nevada at the current time, the current value of the home is not an accurate reflection of the fair market value of the real property.

INTERROGATORY NO. 7:

List any and all information relating to the payoff of the mortgage on the residence located at 1812 Shifting Winds Street in Las Vegas, Nevada, including, but not limited to, the total payoff amount, the date of the payoff, the source(s) of funds (by name, address and telephone) to make that payment, and the amount obtained from every source.

RESPONSE TO INTERROGATORY NO. 7:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See attached copy of cashier's check. *Attachment A*

INTERROGATORY NO. 8:

List any and all banking/savings and loan institution/credit union information relating to Defendant's personal activities, including, name of institution, address and phone number of institution, type of account in institution–savings, checking, money market, etc., dollar amount of account in institution; account number of any and all accounts in any institution.

RESPONSE TO INTERROGATORY NO. 8:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant has a bank account at the Bank of America, Las Vegas, Nevada, Account No. 00496847117, and said account is titled "DeAnn Wiesner, Custodian for the Minor Account for Katie Wiesner."

INTERROGATORY NO. 9:

List any and all real estate owned (entirely or in part) by Defendant, including where located, name, address and phone number of mortgage company, amount of monthly payments, amount of equity as of the present date, payoff amount of note, date due of monthly payment, and any interest in a name other than the Defendants.

RESPONSE TO INTERROGATORY NO. 9:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

1812 Shifting Winds Street, Las Vegas, Nevada was paid off on or about September 20, 2005.

INTERROGATORY NO. 10:

List any and all stocks or bonds–including, but not limited to, Ameritrade and NIB–including quantity, value, where located, broker, account number, dividends declared, date dividend is payable, and total shares, from 2003 to the present.

RESPONSE TO INTERROGATORY NO. 10:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 11:

List any and all insurance policies, including whole life, term, cash value, insurance agent (with address and telephone number), and the named beneficiary of any policy.

RESPONSE TO INTERROGATORY NO. 11:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 12:

List any and all automobiles in your possession, including make, license number, mortgage/leaseholder, total obligation on the vehicle, monthly payment, current equity, automobiles not in Defendant's name but held by Defendant.

RESPONSE TO INTERROGATORY NO. 12:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant owns a 2001 Honda Civic, License No. 899NDV, which vehicle has no encumbrances on it.

INTERROGATORY NO. 13:

List any and all cash or investment account(s) established specifically for the use and benefit of the minor child, including location of account(s), status of account(s), highest value of account(s), name on the account(s), account number(s), current amount held in account(s), date if cashed out, distribution of funds if cashed out.

RESPONSE TO INTERROGATORY NO. 13:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 14:

List any and all interest in any ongoing business or corporation.

RESPONSE TO INTERROGATORY NO. 14:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 15:

List any and all information concerning Defendant's, and child's monthly Social Security disability payments.

RESPONSE TO INTERROGATORY NO. 15:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant receives approximately $1,077.00 per month and Katie Wiesner receives approximately $569.00 a month. Documentation of same is attached hereto as *Attachment B*

INTERROGATORY NO. 16:

List any and all other physicians with whom Defendant has consulted concerning the disability/injury from the onset to the present date, including name, address, phone, and each physician's prognosis/diagnosis.

RESPONSE TO INTERROGATORY NO. 16:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant was diagnosed with optic neuritis in the mid 1990s and has been under a physician's care since that date. Defendant has had numerous healthcare providers since that

date due to changes in her healthcare coverage. Defendant's current physician is Dr. Harding, Fremont Medical Center, 9499 W. Charleston Boulevard, Las Vegas, Nevada 89117. Documentation Confirming same are attached as *Attachment C*

INTERROGATORY NO. 17:

List any individual/entity to whom Defendant owes money–personally or through any business entity–including name of individual/entity, address and phone of individual/entity, amount owed to individual/entity, amount of monthly payment to individual/entity, date of monthly payment to individual/entity.

RESPONSE TO INTERROGATORY NO. 17:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 18:

List an and all individual/entity who owes money to the Defendant, excluding individual/entity listed in Interrogatory No. 3 through No. 6 above, including amount of note due Defendant, name of individual/entity on the note, claims for damages, pending lawsuits (with case name and case number).

RESPONSE TO INTERROGATORY NO. 18:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 19:

List ownership of other personal or business property, including, but not limited to, recreational vehicles, guns, fishing equipment, skiing equipment, painting or art object, tools, stamps, coins, jewelry, cameras, other sporting equipment, musical instruments, audio/visual equipment.

RESPONSE TO INTERROGATORY NO. 19:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant has possession of an eleven year bedroom set which includes a headboard, armoire, and two night stands.

INTERROGATORY NO. 20:

List information concerning any financial statements prepared in the last three (3) years, including for whom the statement was prepared, for what purpose the statement was prepared.

RESPONSE TO INTERROGATORY NO. 20:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 21:

List all property held for Defendant in anyone else's name other than her own.

RESPONSE TO INTERROGATORY NO. 21:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 22:

List all property held by Defendant as trustee for any trust.

RESPONSE TO INTERROGATORY NO. 22:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 23:

List any information regarding Defendant as the beneficiary in any estate or trust.

RESPONSE TO INTERROGATORY NO. 23:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant is the beneficiary of her father Lonnie Williams' Estate and possibly her mother's estate, Helene Leota Elijah Williams

INTERROGATORY NO. 24:

List any safe deposit boxes, including, boxes held in the Defendant's name, boxes held for the Defendant in anyone else's name, boxes held by the Defendant as the trustee for any trust, boxes held by the Defendant as the beneficiary of any estate or trust.

RESPONSE TO INTERROGATORY NO. 24:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 25:

List all household furniture and furnishing in Defendant's home over $500.00 including televisions, stereos, refrigerator, washer/dryer, lawn mower, etc.

RESPONSE TO INTERROGATORY NO. 25:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

See Response to Special Interrogatory No. 19.

INTERROGATORY NO. 26:

List any and all real property transferred by the Defendant within the last year.

RESPONSE TO INTERROGATORY NO. 26:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

1812 Shifting Winds Street, Las Vegas, Nevada.

INTERROGATORY NO. 27:

List any and all notes, deeds or mortgages held by the Defendant in her name.

RESPONSE TO INTERROGATORY NO. 27:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

1812 Shifting Winds Street, Las Vegas, Nevada.

INTERROGATORY NO. 28:

List any and all contracts or other agreements where the Defendant holds an option to purchase any asset or property.

RESPONSE TO INTERROGATORY NO. 28:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 29:

List any and all information regarding any inventory of Defendant's assets within the last three (3) years.

RESPONSE TO INTERROGATORY NO. 29:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 30:

List any and all information regarding Defendant's interest in a pension, profit-sharing or retirement plan.

RESPONSE TO INTERROGATORY NO. 30:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant has an equal interest in Plaintiff's pension, profit-sharing, or retirement plan at Las Vegas Valley Water District.

INTERROGATORY NO. 31:

List any and all creditors, including name of creditor (with address and telephone number), amount of debt due collector.

RESPONSE TO INTERROGATORY NO. 31:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 32:

List information pertaining to Defendant's tax returns from 2002 through 2005, including when filed, amount of adjusted gross income.

RESPONSE TO INTERROGATORY NO. 32:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Defendant has previously provided all of that documentation to Plaintiff. Therefore, no response is warranted as the information is readily obtainable from documents provided to or in possession of Plaintiff.

INTERROGATORY NO. 33:

List any and all information regarding Defendant's ownership of any interest in any patent or copyright.

RESPONSE TO INTERROGATORY NO. 33:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Not applicable.

INTERROGATORY NO. 34:

List any and all information regarding Defendant as an heir or beneficiary under the terms of a will, including name of individual who created the will, value of advancements, and/or amounts.

RESPONSE TO INTERROGATORY NO. 34:

Defendant objects to this interrogatory on the grounds that this issue has been resolved in the parties' Dissolution Agreement. However, Defendant responds as follows:

Unknown.

Dated this 30th day of June, 2006

ROB GRAHAM & ASSOCIATES

By: _____
ROBERT C. GRAHAM, ESQ.
Nevada State Bar No. 4618
7375 W. Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161

By: _____
DEANN WIESNER, Defendant

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Law Offices of Rob Graham & Associates and that on the ___ day of June, 2006, I did deposit in the United States Post Office in Las Vegas, Nevada, in a sealed envelope with postage fully pre-paid thereon, a true and correct copy of the above and foregoing Defendant's Responses to Plaintiff's First Set of Special Interrogatories.

_____

An Employee of Rob Graham & Associates

Exhibit 2

cjh

HOSKIN LAW OFFICE
ATTORNEYS AT LAW

July 5, 2006

Robert C. Graham, Esq.
7375 W. Peak Dr., #220
Las Vegas, NV 89128

Via Facsimile 255-8383
& U.S. Mail

Re: Wiesner v. Wiesner

Dear Mr. Graham:

This correspondence is being sent pursuant to EDCR 2.34 and represents my attempt to resolve these discovery issues prior to the filing of a Motion to Compel.

I am in receipt of your client's Responses to Request for Production of Documents and Interrogatories. In reviewing those responses, I find they are severely lacking.

As I am sure you are aware, the response "Not Applicable" is not an appropriate response to any document request or interrogatory. If your client has no access to information or documentation, that must be specifically spelled out in the response. Please supplement all sections where your client has responded "Not Applicable."

With regard to the Request for Production of Documents, the majority of your objections are based upon the existence of the "Dissolution Agreement." However, the validity of that Agreement has still not been determined and is an issue for trial. As a result, such is not a justification for her failure to produce documents.

As a result, I am requesting that you fully respond to Document Request Nos. 2 and 8 for which you utilized the Agreement as justification for not producing any documents.

As for Document Request No. 1, you indicate that my client has possession of the requested documents; however, the parties have been separated since August 31, 2005. As a result, the documentation your client has received since that time would clearly be in her possession and should have been produced. Please supplement that response.

With regard to Document Request No. 5, you attached a single-page document, which is undated, as a response to the Request. Specifically the Request requires that your client

> "provide any and all documents evidencing the source and purpose of monies received, for you and the minor child, pursuant to any injury and/or disability, including, but not limited to, information relating to any investigation and/or findings relating to the incident(s) and reason(s) for the financial payout(s).

1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740
e-mail: hoskin@hoskinlaw.com

Your Attachment C is insufficient to respond to that request. Those documents are clearly in your client's possession, or under her control, and must be produced immediately. Please supplement that response.

Again, dealing with Document Request No. 8, the information is clearly discoverable and cannot be avoided by referencing a questionable Dissolution Agreement. Please supplement that response.

With regard to Document Request No. 9, your client answers as if it were an Interrogatory. I have requested documentation relating to the IRA's, "including, but not limited to, all monthly and annual statements since the date each account was opened to the present." No documents were produced as a result of that Request. Please supplement that response.

With regard to Document Request No. 10, I have requested documents relating to the NIB account, including monthly and annual statements. You have attached a stock certificate for the Idaho Independent Bank. Such is not responsive to the Request. Please supplement this Response.

With regard to Document Request No. 11, dealing with documents relating to the Ameritrade account, the monthly and annual statements must be produced. Again, this is a Request for Production of Documents, not an Interrogatory. Please supplement that Response.

With regard to Document Request No. 12, requesting income information, you attach a Notice of Award, dated November 2002, with payment information through and including January 2003. I have requested much more recent information than was provided. Please supplement that Response.

With regard to Document Request No. 14, your client certainly has more documents in her possession with regard to the marital residence than the "Dissolution Agreement." Your client is under an obligation to produce those documents. Please supplement that Response.

With regard to Document Request No. 15, which requests "any and all documents relating to the payoff of the mortgage...including...the total payoff amount, date of the payoff, the source(s) of funds (by name, address and telephone) to make that payment, and the amount obtained from every source." Attaching a copy of a cashier's check dated September 20, 2005 is not fully responsive to that Request. Please supplement that Response.

With regard to Document Request No. 16, requesting the documents relating to the withdrawal of the $55,000.00 from the joint account and the usage of the same, your client responded that my client has possession of the documents referenced in the Request; however, my client did not dissipate the $55,000.00; that was solely your client's doing. As a result, he could not have possession of those documents. Please supplement that Response.

With regard to Document Request No. 17, the Response "Not Applicable" cannot be utilized in a Request for Production of Documents. Some explanation must be provided. If your client is not owed any monies and does not owe any money to any other party, please supplement the Response to indicate that information.

With regard to the Interrogatories, the same statement with regard to the "Dissolution Agreement" applies. As the "Dissolution Agreement" has not been found to be valid, it is not a basis upon which an objection can be made.

With regard to Interrogatory No. 5, I am aware that your client had Individual Retirement Accounts and other accounts. As a result, there has been interest and dividends earned during the referenced period. Your client's response of "Not Applicable" is inappropriate. Please supplement that response.

With regard to Interrogatory No. 6, which requests the original purchase price, current appraised value, description and costs of any and all upgrades/repairs to the property since the purchase, etc., your client complains that she cannot afford an appraisal and indicates that "the current value of the home is not an accurate reflection of the fair market value of the real property." Such an answer is not responsive to the Interrogatory. Your client certainly is aware of the original purchase price, as well as the description and costs of any and all upgrades/repairs to the property since purchase. As such, she must supplement her response to that Interrogatory.

Interrogatory No. 7 essentially requests your client to explain the payoff of the mortgage on the marital residence. The Interrogatory requests, specifically, the source of the funds used to make that payment and the amount obtained from every source. In response to that Interrogatory, your client references a cashier's check. Clearly that answer is not responsive to the Interrogatory. I would appreciate your client's supplementing that response.

With regard to Interrogatory No. 8, am I to believe that the only account your client to which your client has access is the account for the benefit of the minor child? Further, the Interrogatory requests the dollar amount of the account and the institution, which was not provided. Please supplement that response.

Interrogatory No. 10, requesting a list of any and all stocks or bonds from 2003 to the present, including specific information. Your client's response was "Not Applicable." Such is nonresponsive. Your client did have stocks and bonds from 2003 to the present, and the same should be listed. The possibility that she may have liquidated those accounts does not change the fact that she must respond to the Interrogatory. Please supplement that response.

Interrogatory No. 13 requests accounts established for the use and benefit of the minor child. The request is specific in the information concerning that account which should be provided. Your client's response was "Not Applicable." However, in response to Interrogatory No. 8, your client references a bank account. It is necessary for your client to supplement that response.

Interrogatory No. 16 not only requests all physicians with whom your client has consulted, but also the physician's prognosis/diagnosis. Your client has provided one physician's name, with no diagnosis or prognosis. Please supplement that response.

Interrogatory No. 29 requests information regarding an inventory of your client's assets within the last three (3) years. Your client merely responds "Not Applicable." Please supplement that response with the list requested.

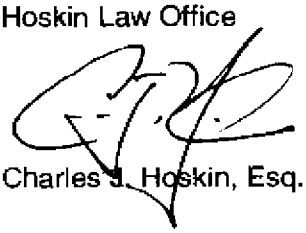
Interrogatory No. 31 requests a list of any and all creditors. Am I to infer from your response that your client owes no one any funds on a monthly basis or otherwise? Please supplement that response.

As you are aware, the responses to discovery requests were severely late, although extensions were granted. As a result, it is imperative that I receive the supplemental responses on or before July 12, 2006. If I do not receive the appropriate supplementation on or before that date, I will have no choice but to file a Motion to Compel the discovery responses and request attorney's fees from your client.

Feel free to contact me with any questions regarding the foregoing.

Sincerely,

Hoskin Law Office



Charles J. Hoskin, Esq.

CJH/lki
CC: Client

Exhibit 3

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RAR

CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
(702) 240-4447

Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * * * * * *

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. D 345508 DEPT. H Date of Hearing: August 11, 2006 Time of Hearing: 1:30 p.m.

REPORT & RECOMMENDATIONS

Plaintiff's Motion to Compel Production of Documents and Answers to Interrogatories and for Attorney's Fees came on regularly for hearing this 11th day of August 2006, before Discovery Commissioner, Morissa Schechtman; Plaintiff, being represented by his counsel, Charles J. Hoskin, Esq.; Defendant being present and represented by her counsel, Robert C. Graham, Esq.; the Court, after considering the pleadings and papers on file herein, as well as the arguments of counsel, and good cause appearing, finds as follows:

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

1. That Defendant failed to timely respond to the discovery requests.

2. That when Defendant did respond to those discovery requests, the responses were inadequate.

3. That Defendant has filed a Motion for Partial Summary Judgment and Order to Limit Discovery to Contested Issues, and Request For Attorney's Fees, which is set before the Department H on September 18, 2006, at 9:00 a.m. That the decision of the Court concerning that motion may impact the amount of discovery which will be necessary in the instant matter.

4. That Plaintiff is entitled, at least, to complete discovery as to the issues which are agreed remain contested for trial, division of Plaintiff's pension and child support.

5. That should Defendant's Motion for Partial Summary Judgment and Order to Limit Discovery to Contested Issues be unsuccessful, that Plaintiff is entitled to complete responses to all discovery requests within two (2) weeks of that hearing date.

6. That Plaintiff is entitled to attorney's fees for forcing Defendant to produce the requested discovery.

RECOMMENDATION

1. That Plaintiff's Motion to Compel Production of Documents and Answers to Interrogatories is hereby GRANTED.

2. That Defendant shall produce any and all discovery relating to the issues of division of Plaintiff's pension and child support to Plaintiff's counsel's office on or before 4:00 p.m. on August 23, 2006.

3. That Department H shall make a determination with regard to the discoverability of the remaining issues. Should Department H indicate that the remaining issues are discoverable, Defendant shall have two (2) weeks from the date of that hearing within which to produce the remaining requested documentation and Answers to Interrogatories.

. . .

4. That Plaintiff is awarded attorney's fees in the amount of $1,000.00, which amount is reduced to JUDGMENT against Defendant, DEANN WIESNER.

DATED this ____ of August 2006.

_____
DISCOVERY COMMISSIONER

Submitted by:
HOSKIN LAW OFFICE

By_____
CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
Attorney for Plaintiff

Approved by:
ROBERT GRAHAM & ASSOCIATES

By_____
ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 W. Peak Dr., #220
Las Vegas, NV 89128
Attorney for Defendant

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

NOTICE

Pursuant to NRCP 53 you are hereby notified that you have ten (10) days from the date you receive this document within which to file written objections.

[The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office.]

A copy of the foregoing Discovery Commissioner's Report was:

☐ Placed in the folder of Plaintiff's counsel in the Clerk's Office on the _____ day of _____ 2006

☐ Placed in the folder of Defendant's counsel in the Clerk's Office on the _____ day of _____ 2006.

SHIRLEY PARRAGUIRRE

By_____
Deputy Clerk

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORDER

The Court, having reviewed the above report and recommendations prepared by the Discovery Commissioner and,

☐ The parties having waived the right to object thereto,

☐ No timely objections having been filed thereto,

☐ Having received the objections thereto and the written arguments in support of said objections, and good cause appearing,

☐ IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendations are affirmed and adopted.

☐ IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendations are affirmed and adopted and modified in the following manner. (Attached hereto).

☐ IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is set for _____, 2006.

DATED this _____ day of _____ 2006.

_____
DISTRICT COURT JUDGE

I hereby certify that on the date filed, copies of this Order were served by placing copies in the attorneys' folders or mailing to parties in proper person at the following addresses:

Charles J. Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102

Robert C. Graham, Esq.
7375 W. Peak Dr., #220
Las Vegas, NV 89128

SHIRLEY PARRAGUIRRE

By_____
Deputy Clerk

ORIGINAL

FILED
Aug 31 4 54 PM '06
CLERK

AFFT
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447
Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. D 345508 DEPT. H Date of Hearing: September 18, 2006 Time of Hearing: 9:00 a.m.

AFFIDAVIT OF PLAINTIFF, DANIEL A. WIESNER, IN SUPPORT OF OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY OF CONTESTED ISSUES AND REQUEST FOR ATTORNEY'S FEES AND COUNTERMOTION TO COMPEL DISCOVERY AND ATTORNEY'S FEES

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

DANIEL A. WIESNER, first duly sworn deposes and says:

1. I am the Plaintiff in the above-entitled matter, and I have personal knowledge of all matters contained herein and am competent to testify thereto.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RECEIVED

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

2. I filed a "Complaint for Divorce" on October 18, 2005. Prior to the filing of the divorce action, the DeAnn and I prepared and signed a "Statement" dated August 31, 2005. Neither of us was represented by counsel at the time we signed the Statement.

3. Contrary to the assertions rendered within DeAnn's instant Motion, I never sought to overturn the August 2005 Statement. In fact, the same was attached as an exhibit to my Opposition and Countermotion. Also, within that Opposition and Countermotion. I indicated:

> That [Statement] appears to distribute much of the community property and constitutes a waiver of spousal support. It also appears, from the [Statement], that the distribution of [my] pension, custody/visitation and the child support obligation remain unresolved.

(See December 30, 2005 Opposition and Countermotion, page 3, lines 7-10.)

4. It was our intention and understanding that DeAnn would sell that residence to provide the buyout to me.

5. However, at the January 10, 2006 hearing, it was learned that, rather than selling the marital residence, DeAnn instead liquidated all assets (including our daughter's college fund) and paid off the mortgage to that residence. In fact, the minutes from that court hearing specifically indicate that "the parties signed a written dissolution agreement in August 2005." The minutes go on to state, "Court is not making determination regarding the signed written dissolution agreement as to whether it is a binding agreement."

. . .

. . .

. . .

. . .

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

6. DeAnn filed a second Joint Preliminary Injunction in the case. Such was done **after** she liquidated community assets to pay off the community residence, in direct violation of the Joint Preliminary Injunction previously served upon her.

7. On or about May 2, 2006, "Plaintiff's First Request for Production of Documents" and "Plaintiff's First Set of Interrogatories" were served upon DeAnn. As a result, the due date for those responses was June 5, 2006. That due date came and went without response. My attorney sent correspondence to DeAnn's then counsel, Robert C. Graham, Esq., dated June 8, 2006, offering a one-week extension to June 15, 2006. Shortly thereafter, an additional one-week extension to June 22, 2006 was granted telephonically. That date also came and went without response.

8. On or about July 5, 2006, responses to the discovery requests were received by my attorney; however, they were severely lacking. *(Copies of those responses, with the documentation removed, are attached to my Opposition and Countermotion.)* Many of the responses were "Not Applicable" or objected to based upon the existence of the purported Statement.

9. After reviewing those responses, my attorney sent correspondence to DeAnn's counsel pursuant to EDCR 2.34, requesting additional supplementation on or before July 12, 2006. However, no supplemental responses were ever received.

10. As a result, on July 21, 2006, I filed a "Motion to Compel Production of Documents and Answers to Interrogatories." Subsequently, DeAnn filed an "Objection to the Motion to Compel" as well as her instant Motion.

11. At the August 11, 2006 discovery hearing, DeAnn's counsel argued that the Statement precludes much of the discovery propounded by Daniel. As a result, the Discovery Commissioner ordered DeAnn to respond to those requests dealing with child

support and pension and await this Court's determination on the remaining discovery issues.

FURTHER Affiant saith naught.

DANIEL A. WIESNER

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On the 30th day of August 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Daniel A. Wiesner,** known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

NOTARY PUBLIC

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Hoskin Law Office and that on the 31st day of August 2006, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with postage fully prepaid thereon for regular U.S. Mail, a true and correct copy of **Affidavit of Plaintiff, Daniel A. Wiesner, in Support of Opposition to Motion for Partial Summary Judgment and Order to Limit Discovery of Contested Issues and Request for Attorney's Fees & Countermotion to Compel Discovery and Attorney's Fees,** addressed to:

Robert C. Graham, Esq.
Rob Graham & Associates
7375 W. Peak Dr., #220
Las Vegas, NV 89128
Attorney for Defendant

Employee of the Hoskin Law Office

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORIGINAL

OST
ROB GRAHAM & ASSOCIATES
ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 West Peak Drive, Ste 220
Las Vegas, Nevada 89128
702/255-6161
Attorney for Defendant

FILED
AUG 31 9 57 AM '06

DISTRICT COURT
CLARK COUNTY, NEVADA

DANIEL WIESNER

Plaintiffs,

v.

DEANN WIESNER,

Defendants.

CASE NO.: D345508
DEPT NO.: H

DATE OF HEARING:
TIME OF HEARING:

EX PARTE APPLICATION FOR ORDER SHORTENING TIME AND ORDER SHORTENING TIME ON MOTION TO WITHDRAW

EX PARTE APPLICATION FOR ORDER SHORTENING TIME

Upon the Affidavit of Robert C. Graham, Esq., application is hereby made for an Order Shortening Time in which the Motion to Withdraw in the herein matter may be heard.

Dated this 25th day of August, 2006

Submitted by:

ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 W. Peak Dr., Ste. #220
Las Vegas, NV 89128
Attorney for Defendant

///
///
///

ROB GRAHAM & ASSOCIATES
7375 West Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

RECEIVED
AUG 31 2006
CLERK
COUNTY

CE 100

AUG 29 2006

ORDER SHORTENING TIME ON MOTION TO WITHDRAW

Upon the Affidavit of Robert C. Graham, Esq., and good cause appearing therefore,

IT IS HEREBY ORDERED that the time for the hearing on the foregoing Motion to Withdraw is hereby shortened to the 18 day of September, 2006 at the hour of 9:00, A .m., in Department H.

DATED this 30 day of August, 2006.

DISTRICT JUDGE

T. ARTHUR RITCHIE, JR.

Submitted by:

By
ROBERT C. GRAHAM, ESQ.
Nevada Bar #004618

///
///
///

ROB GRAHAM & ASSOCIATES
7375 West Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

ROB GRAHAM & ASSOCIATES
7375 West Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

AFFIDAVIT OF ROBERT C. GRAHAM, ESQ.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

Robert C. Graham, Esq., being first duly sworn, deposes and says:

1. I am an attorney duly licensed to practice law in the State of Nevada. I am a member of the law firm of Rob Graham & Associates, counsel of record for Deann Wiesner, in the above-entitled action. I have personal knowledge of the facts contained herein and am competent to testify thereto.

2. That the hearing on the attached Motion to Withdraw has been set by the Court for October 2, 2006. However, a Motion for Summary Judgement for this matter is set for the 18th day of September, 2006.

3. The Defendant, Deann Wiesner, is actively pursuing retainment of another Attorney to represent her in the above mentioned Motion for Summary Judgment. As such, the Pro-Bono Project, as well as Ms. Wiesner once she retains new counsel, are requesting any and all documentation relating to the herein matter.

4. In order for us to allow retainment of other counsel we must provide our file to the Pro Bono Project and the Defendant, Deann Wiesner, and therefore would not be able to properly prepare for the Motion for Summary Judgement. Therefore, the hearing on the Motion to Withdraw should be expedited to a date prior to the Motion for Summary Judgement.

DATED this _____ day of August, 2006.

ROBERT C. GRAHAM, ESQ.

Subscribed and sworn to before me
this 25th day of August, 2006.

NOTARY PUBLIC

HEATHER PAYNE
Notary Public State of Nevada
No. 02-75607-1
My appt. exp. Apr. 30, 2010

CERTIFICATE OF MAILING

I hereby certify that on this 25th day of August, 2006 I mailed copies of the Order Shortening Time on the Motion to Withdraw via first class, postage-prepaid mail to the following:

DEANN WIESNER
1812 Shifting Winds
Las Vegas, Nevada 89117

CHARLES HOSKIN, ESQ.
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102

CLARK COUNTY PRO BONO PROJECT
800 S. Eighth Street
Las Vegas, Nevada 89101

An Employee of Graham & Wilde

ROB GRAHAM & ASSOCIATES
7375 West Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

ORIGINAL

DISTRICT COURT

CLARK COUNTY, NEVADA

FILED

AUG 31 1 38 PM '06

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. 05-D-345508-D DEPT. NO. H **ORDER SETTING TRIAL**

IT IS HEREBY ORDERED that the above-entitled case is set for **TRIAL FOR THREE (3) HOURS ON THE 31st DAY OF OCTOBER, 2006, TO BEGIN AT THE HOUR OF 2:00 P.M.,** in the Courtroom for Department H at the Family Courts and Services Center, 601 North Pecos Road, Las Vegas, Nevada.

IT IS FURTHER ORDERED that a **PRE-TRIAL MEMORANDUM shall be filed and served no later than Monday, October 23, 2006, if you have not already filed a Pre-Trial Memorandum. Any and all EXHIBITS must be delivered to chambers at least one judicial day prior to trial for marking.** There will not be a Calendar Call or Pre-Trial Hearing in this matter. **Adhere to District Court Rule EDCR 5.81 that all child custody matters be resolved before trial. If not, the trial will not proceed.** All requirements in EDCR 5.87 must be met or sanctions will be imposed. If this matter settles, please advise the Court as soon as possible.

DATED this 31 day of August, 2006.

THE HONORABLE T. ARTHUR RITCHIE, JR.
DISTRICT COURT JUDGE
FAMILY COURT – DEPARTMENT H

RECEIVED
AUG 31 2006
COUNTY CLERK

MC

T. ARTHUR RITCHIE, JR.
DISTRICT JUDGE
FAMILY DIVISION, DEPT. H
LAS VEGAS NV 89101-2408

CE 100

A copy of the foregoing Order Setting Trial was:

Placed in the folder of Plaintiff's/Defendant's counsel in the Clerk's Office on the 31st day of August, 2006:

Charles J. Hoskin, Esq. **Attorney for Plaintiff**

Robert C. Graham, Esq. **Attorney for Defendant**

Mailed to Plaintiff/Defendant in Proper Person on the 31st day of August, 2006:

DeAnn Wiesner **Defendant**
1812 Shifting Winds
Las Vegas, NV 89117

By: Katrina Bunnell
KATRINA BUNNELL
JUDICIAL EXECUTIVE ASSISTANT
DEPARTMENT H

T. ARTHUR RITCHIE, JR.
DISTRICT JUDGE
FAMILY DIVISION, DEPT. H
LAS VEGAS NV 89101-2408

OPP
DEANN WIESNER
1812 Shifting Winds St.
Las Vegas, NV 89117
(702) 254-3402
DEFENDANT

FILED
SEP 1 12 40 PM '06

DISTRICT COURT

CLARK COUNTY, NEVADA

DANIEL WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant,	)	CASE NO: D345508 DEPT. NO: H Hearing Date: Hearing Time:

OPPOSITION TO MOTION TO WITHDRAW AS ATTORNEY OF RECORD AND OPPOSITION TO MOTION FOR SHORTENING OF TIME

COMES NOW DEFENDANT, DEANN WIESNER, to file this Opposition to Motion to Withdraw as Attorney of Record and Opposition to Motion for Shortening of Time. DeAnn respectfully requests this Honorable Court Grant the following:

1. Attorney of Record Robert Graham be required to represent Defendant.

2. Attorney of Record Robert Graham be required to represent Defendant through completion of this Divorce action.

3. Attorney of Record Robert Graham prepare and knowledgeably, factually, and timely represent Defendant in the Hearing for Partial Summary Judgment and Order to Limit Discovery of Contested Issues and Request for Attorney's Fees scheduled for September 18, 2006.

4. Attorney of Record Robert Graham be required to continue representing Defendant Pro Bono.

5. For such other and further relief as this Court deems just and

RECEIVED
SEP 0 1 2006
CLERK

equitable in the premises.

This Motion is made and based upon the Points and Authorities and Affidavit of Defendant, DEANN WIESNER, submitted herewith as well as any oral argument to be adduced at the hearing of this matter.

DATED this 1 day of Sept 2006.

DEANN WIESNER
1812 Shifting Winds St.
Las Vegas NV 89117
702-254-3402
DEFENDANT

POINTS AND AUTHORITIES

I.
BACKGROUND INFORMATION

The Defendant's Attorney of Record, ROBERT GRAHAM. appeared before the Discovery Commissioner in a hearing on August 11, 2006. Plaintiff's legal counsel filed Motion to Compel after Attorney Robert Graham filed responses to Interrogatories and Document Requests.

At the hearing, Plaintiff's legal counsel argued Defendant's responses to Interrogatories and Document Requests were incomplete. Defendant's Attorney Graham responded stating he filed a Motion of Partial Summary Judgment and Order to Limit Discovery. Attorney Graham argued Plaintiff's Interrogatories and Document Request would be limited in scope once ruling on the Motion for Partial Summary Judgment was issued. Attorney Graham advised the Discovery Commissioner that the Hearing for the Motion for Partial Summary Judgment is scheduled for September 18, 2006.

The Discovery Commissioner reprimanded Attorney Graham for not filing a Protective Order and awarded Plaintiff's counsel $1,000.00 in attorney's fees. After receiving the fine, an angry Attorney Graham exited the courtroom with the Defendant exclaiming he no longer represented the Defendant. That same day, Attorney Graham sent Defendant a letter containing a check for $1,000 and stating he "regret(s)...anything

(he) may have done or any inaction on (his) part that may have caused (Defendant) any harm." See Exhibit A.

Attorney Graham elaborated in a letter dated August 24, 2006,detailing legal procedures Attorney Graham did not exercise prior to the Discovery Commissioner's Hearing. See Exhibit B.

Defendant respectfully requests of this Honorable Court that Attorney Robert Graham be required to continue Pro Bono representation of the Defendant. The Defendant humbly requests this of this Honorable Court in light of the fact Attorney Graham's withdrawal is due to fines assessed Attorney Graham for his lack of representation for the Defendant.

II.

CONCLUSION

Wherefore, Defendant, DEANN WIESNER, respectfully requests the following relief from the Court:

1. Attorney of Record Robert Graham be required to represent Defendant.
2. Attorney of Record Robert Graham be required to represent Defendant through completion of this divorce action.
3. Attorney of Record Robert Graham prepare and knowledgeably, factually, and timely represent Defendant in the Hearing for Partial Summary Judgment and Order to Limit Discovery of Contested Issues scheduled for September 18, 2006.
4. Attorney of Record Robert Graham be required to continue representing Defendant Pro Bono.
5. For such other and further relief as this Court deems just and equitable in the premises.

DATED this 1 day of Sept 2006.

DEANN WIESNER
1812 Shifting Winds St.
Las Vegas NV 89117

3

702-254-3402

AFFIDAVIT OF DEANN WIESNER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

DEANN WIESNER, being first duly sworn, deposes and says:

1. That I am the Defendant in the action entitled Wiesner v. Wiesner Case No. D345508, on file at the Eighth Judicial District Court, Family Division. I am an adult over the age of eighteen (18) and have personal knowledge of the facts set forth herein, except those matters stated upon information and belief and as to those matters I believe them to be true.

2. Attorney Graham Argued before the Discovery Commissioner on August 11, 2006, after a Motion to Compel was filed by the Plaintiff.

3. The Discovery Commissioner advised Attorney Graham he should have filed a Protective Order and awarded $1,000.00 in Attorney's Fees to Plaintiff.

4. After exiting the courtroom, an angry Attorney Graham exclaimed to DeAnn he no longer represented her.

5. That same day, Attorney Graham paid DeAnn $1,000.

DEANN WIESNER

SUBSCRIBED and SWORN to before me
On this 1st day of Sept of 2006.

NOTARY PUBLIC in and for said
County and State

LANA PERRY
Notary Public State of Nevada
No 99-ba751-1
My appt exp Mar 7, 2007

4

CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the Opposition to Motion to Withdraw as Attorney of Record and Opposition to Motion for Shortening of Time was made on 1 day of Sept, 20 06 pursuant to NRCP 5 (b) by depositing a copy of same in the United States Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:

Charles Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

Robert Graham, Esq.
7375 W. Peak Dr. #220
Las Vegas NV 89128

DATED this 1 day of Sept., 20 06

DeAnn Wiesner

5

Ex A

Rob Graham & Associates

Robert C. Graham, Esq.†
Linda M. Graham, Esq.†
Anthony Werrett, Esq.*
Natali Morris, Esq.*
† Licensed in Nevada
* Licensed in Utah

Nevada Office
7375 W. Peak Dr., #220
Las Vegas, Nevada 89128
Voice
(702) 255-6161
Facsimile
(702) 255-8383

Utah Office
249 E. Tabernacle, #30
St. George, Utah 84770
Voice
(435) 628-0409
Facsimile
(435) 986-9720

August 11, 2006

Ms. DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117

RE: Wiesner vs. Wiesner
Case No.: D345508

Dear DeAnn:

I am enclosing a check in the amount of $1,000.00 which I pledged to send to you to cover the recommendation of the commissioner for an award of attorney fees relating to the discovery dispute. As discussed, I will be preparing a motion to withdraw in the upcoming week. If you find a new attorney before that motion is heard, I can substitute the new counsel without the hearing to expedite the replacement of this firm.

As to the delays that caused the award of fees, I will express to you my regret for anything I may have done or any inaction on my part that may have caused you any harm. That certainly has not been my intent nor desire since the beginning.

What's more, it was wrong for me to engage you in an argument at the court regarding the discovery delays. That lacked class on my part. I have been fighting hard to put your case in its best position and was unnecessarily defensive. I still believe in you and in what you are trying to do. I joined your case because I perceived an injustice was occurring and I felt I had to respond to it. I regret that I could not give it more time and attention. I hope that our work has at least leveled the playing field and given you back some momentum going forward. Please believe that I do sincerely wish you and your daughter,

My best regards,

Rob Graham

RCG:ec

Ex B

Rob Graham & Associates

Robert C. Graham, Esq.†
Linda M. Graham, Esq.†
Anthony Werrett, Esq.*
Natali Morris, Esq.*
† Licensed in Nevada
* Licensed in Utah

Nevada Office
7375 W. Peak Dr., #220
Las Vegas, Nevada 89128
Voice
(702) 255-6161
Facsimile
(702) 255-8383

Utah Office
249 E. Tabernacle, #301
St. George, Utah 84770
Voice
(435) 628-0409
Facsimile
(435) 986-9720

August 24, 2006

Ms. DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117

RE: Wiesner vs. Wiesner
Case No.: D345508

Dear DeAnn:

I reviewed Mr. Hoskin's Opposition to the Motion for Summary Judgment and thought you should get some input from me as I do not know when your new counsel will be appearing.

First – and perhaps most importantly – I had occasion to read Mr. Hoskin's Motion to Compel Discovery and there is a very important matter that must be raised before the court. I did not recall it at the time, but late last night it occurred to me that Mr. Hoskin only wrote a letter in response to the responses in the discovery. I remember looking at that letter and thinking that we [Mr. Hoskin and myself] would be discussing those issues later. Before I knew it, we were hit with the Motion to Compel.

The problem with his approach is it does not comply with Local Court Rule 2.34(d) which states the following:

> Discovery motions **may not be filed unless** an affidavit of moving counsel is attached thereto setting forth that after a discovery dispute conference or a good faith effort to confer, counsel have been unable to resolve the matter satisfactorily. A conference **requires either a personal or telephone conference between or among counsel.** Moving counsel must set forth in the affidavit what attempts to resolve the discovery dispute were made, what was resolved and what was not resolved, and the reasons therefor. If **a personal or telephone conference was not possible, the affidavit shall set forth the reasons.** (Bold Emphasis).

Mr. Hoskin and I never had a 2.34 conference as is requires. Even more interesting, he did not state in his affidavit that he had one, nor did he ever give reasons why he didn't have one. That hit me like lightening because I recall I wanted to speak with him about putting the matter before the court through the Summary Judgment motion so we wouldn't waste any time addressing the same issues in two different court rooms. In addition, I recall that Melanie told me that you were working on more specific answers and I was going to tell him that we would be supplementing. BINGO. I knew I felt something was missing and this finally came to me.

\\\

\\\

OPP
DEANN WIESNER
1812 Shifting Winds St.
Las Vegas, NV 89117
(702) 254-3402
DEFENDANT

FILED
SEP 1 12 40 PM '06

DISTRICT COURT

CLARK COUNTY, NEVADA

DANIEL WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant,	CASE NO: D345508 DEPT. NO: H Hearing Date: Hearing Time:

RESPONSE TO OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER TO LIMIT DISCOVERY OF CONTESTED ISSUES AND REQUEST FOR ATTORNEY'S FEES AND OPPOSITION TO COUNTERMOTION TO COMPEL DISCOVERY AND ATTORNEY'S FEES

COMES NOW Defendant DEANN WIESNER to Respond to Opposition to Motion for Partial Summary Judgment and Order to Limit Discovery of Contested Issues and Recovery of Attorney's Fees and Opposition to Countermotion to Compel Discovery and Attorney's Fees.

This Response and Opposition is made and based upon the Papers and Pleadings on file herein, the attached Points and Authorities and Affidavit of Defendant submitted herewith, as well as any oral argument to

RECEIVED
SEP 01 2006
COUNTY CLERK

/

be adduced at the hearing of this matter.

DATED this 1 day of ~~August~~ Sept. 2006.

DEANN WIESNER
1812 Shifting Winds St.
Las Vegas NV 89117
702-254-3402
DEFENDANT

POINTS AND AUTHORITIES

I.

PROCEDURAL HISTORY

On August 25, 2005, Plaintiff DANIEL WIESNER (Daniel) advised Defendant DEANN WIESNER (DeAnn) that he was moving out of the residence in two days, August 27, 2005. Daniel moved out of the residence August 31, 2005. On that same date, DeAnn and Daniel entered into a Dissolution Agreement. See Exhibit A.

Daniel was represented by Attorney Charles Hoskin when he signed the Dissolution Agreement. Daniel retained Attorney Hoskin for divorce proceedings on July 19, 2004, with the couple's credit card. See Exhibit B.

Daniel filed for divorce July 2004 after being removed from the marital residence by the Las Vegas Metropolitan Police Department after two nights of domestic violence. DeAnn sustained bruising after being attacked by Daniel and thrown over the couch. The police state Daniel stated to them that DeAnn "tripped" over the couch. However, Daniel

stated in his report in response to the restraining order that he "pushed" DeAnn over the couch. See Exhibit C. Later, Dan admitted that he "rolled" DeAnn over the couch.

On August 31, 2005, when DeAnn and Daniel entered into the Dissolution Agreement, DeAnn was not represented. DeAnn chose to enter into the Agreement unrepresented as she had no funds to pay for an attorney. In June, Dan re-directed his paychecks from the couple's joint checking account to his secreted bank account. DeAnn had no access to this bank account or to the couple's funds. See Exhibit D.

DeAnn and Daniel, competent parties, entered into the Dissolution Agreement with the Consideration to be DeAnn retain Daniel's interest in the house and Daniel would not pay alimony. Daniel readily agreed to DeAnn's offer to take over the mortgage payment as Daniel wanted DeAnn and Katie, their three year old daughter, to remain in the house. Daniel knew DeAnn would need to stay in the house as DeAnn and Katie had no knowledge of Dan's abandonment of the house. Daniel wanted Katie in the Summerlin area which is near her school, her friends, story time, the parks, and a safe area. Additionally, Daniel agreed to DeAnn and Katie remaining in the house as, unbeknownst to DeAnn, Daniel had set up a separate household. Daniel had used the couple's funds, secreted in Daniel's bank account, to set up this separate household.

On page 2 of the Dissolution Agreement, DeAnn and Daniel addressed DeAnn's right to Daniel's pension and Katie's child support since DeAnn was retaining custody of Katie and remaining the primary caregiver. Daniel and DeAnn had a meeting of the minds that DeAnn was entitled to Daniel's pension and child support. Hence, the language in the Dissolution

Agreement "DeAnn does not waive her right to Dan's pension or child support." See Exhibit A. However, DeAnn and Daniel did not have a meeting of the minds as to the amount of the pension and child support. Because DeAnn was not represented, she did not know the amount of the pension she was entitled to and therefore the amount is not stated in the Dissolution Agreement. DeAnn also did not waive her right to Katie's child support. Dan stated he would pay child support in the amount of Katie's schooling plus $600/month, the amount Dan was counseled by his Attorney Hoskin. The amount Daniel agreed to pay for child support was approximately $1,480.00 per month. DeAnn believed the amount of child support to be Katie's schooling costs plus 18% of Daniel's gross monthly income of $7,516.00. That amount is $2,232.00 per month. Given the couple had a meeting of the minds that pension and child support was due by Dan, they wrote into the Agreement the terms they agreed to. Because the parties did not have a meeting of the minds regarding the amounts and because DeAnn did not have representation, the amounts were not written into the Agreement.

Two weeks after signing the Dissolution Agreement, DeAnn received a phone call from the residence's lien holder, Washington Mutual Loan Company (WAMU). WAMU stated August and September payments had not been made. DeAnn contacted Daniel who stated he made August's payment and would make September's payment on September 30, 2005. Daniel had taken over payment of the mortgage approximately the same time he secreted his bank account. As a result, Daniel was aware the mortgage was due and payable the first day of each month. DeAnn contacted WAMU who stated August's payment was short the required

amount and therefore the August payment was treated as money applied to the principal only. Therefore, August and September payments were showing as delinquent. WAMU began foreclosure proceedings and learned Daniel was no longer in the residence. Given Daniel's name was on the mortgage and Daniel had abandoned the residence, WAMU called in the loan. DeAnn relinquished all of her 401K and savings and paid off the house.

The following occurred after DeAnn signed the Dissolution Agreement in good faith:

1. DeAnn was advised the mortgage payment was delinquent.

2. Daniel's divorce pleadings filed in October 2005, negate the Dissolution Agreement.

3. January 10, 2005, Daniel argues before the Court that DeAnn cannot maintain the house. No material fact nor any fact is evidenced before the Court. Daniel demands the house be sold. The Honorable Judge Ritchie denies the Motion to sell the house.

4. August 22, 2006, Daniel files with the Court that DeAnn was to sell the house and DeAnn owes Daniel $20,000.00. Daniel makes this pleading despite:

A. The Honorable Judge Ritchie's ruling of January 10, 2006.

B. No language in the Dissolution Agreement to that effect.

C. Having had the opportunity to present the Argument before the Court January 10, 2006.

Daniel and DeAnn had a meeting of the minds. Consideration was exchanged. Daniel and DeAnn were competent to enter into the Dissolution

5

Agreement. Dan acted on the Dissolution Agreement by signing to Quit Claim the marital residence to DeAnn, paying Katie's schooling, making child support payments, retaining control over his Hartford, Thrift Fund, IRA accounts. Receiving $12,000 of NIB stock. DeAnn acted on the Dissolution Agreement by responsibly preventing her residence from going into foreclosure utilizing the funds provided her through the Dissolution Agreement. Clearly, the Dissolution Agreement is a binding Agreement and DeAnn entered into the Agreement in good faith.

However, after signing the Dissolution Agreement, Daniel:

1. Filed Divorce proceedings negating the Dissolution Agreement.

2. Demanded the residence DeAnn acquired in the Dissolution Agreement be sold.

3. Stated the Dissolution Agreement states the residence be sold.

One may Argue that Daniel's actions after signing the Dissolution Agreement showed bad faith. Daniel showed no intent to honor the Dissolution Agreement. One may Argue that for Daniel to have signed the Dissolution Agreement with no intent to honor the Agreement constitutes fraud.

On August 11, 2006, Defendant's Attorney Graham appeared before the Discovery Commissioner after Plaintiff's Attorney Hoskin filed a Motion to Compel. Discovery Commissioner fined Attorney Graham $1,000 for not filing a Protective Order.

Attorney Hoskin forced this Discovery Hearing requesting DeAnn's Social Security Disability Income. Pursuant to the Discovery Commissioner's Report and Recommendation, DeAnn provided Attorney Hoskin a copy of her Social Security Disability Income. See Exhibit E.

DeAnn had formerly provided Attorney Hoskin DeAnn's SSDI award letter as Attachment E in her Response to Document Requests. See Exhibit F. Given DeAnn's SSDI check is direct deposited, DeAnn did not have a paper document other than the SSDI award letter. Attorney Hoskin forced a Discovery Hearing for DeAnn to account for the difference in SSDI pay 2001 to 2006. Attorney Hoskin requested this information knowing SSDI increases. If Attorney Hoskin knows SSDI increases, then Attorney Hoskin knows SSDI increases less than 2% each year. The amount of difference in DeAnn's SSDI is less than $24 per month per year. Attorney Hoskin forced a Discovery Hearing for this insignificant amount.

II.

LEGAL ARGUMENT

For the reasons set forth more fully below, DeAnn respectfully requests that this Honorable Court grant the following request for relief.

1. Summary Judgment is Applicable.

Plaintiff has failed to provide any material fact that the Dissolution Agreement should not be honored. In fact, the Plaintiff states on Page 5, Lines 16 and 17 of the Opposition to Motion for Partial Summary Judgment, that "It appears as though DeAnn is requesting that this Court enter summary judgment that the Statement is a binding agreement. Daniel has no objection to that finding." See Exhibit G Plaintiff agrees the Dissolution Agreement is a binding contract. Plaintiff argues Summary Judgment is inapplicable because contradictory or conflicting evidence exists in the Dissolution Agreement. Yet, Plaintiff provides no evidence, no fact, or no material fact of conflicting evidence. In fact, the Plaintiff acted

upon the Dissolution Agreement after authoring, generating, signing, notarizing, and recording the Dissolution Agreement.

Plaintiff continues to make the Argument that the Dissolution Agreement requires DeAnn to sell the house. Yet the Plaintiff fails to provide any evidence of any language in the Dissolution Agreement, such as quoting the Agreement, that can be construed as requiring DeAnn to sell the house. Additionally, Plaintiff levies this after a year of acting upon the Dissolution Agreement.

The Plaintiff argues the Dissolution Agreement does not contain the totality of the parties assets. Yet the Plaintiff provides no evidence of additional assets. The Plaintiff and Defendant had a meeting of the minds to distribute the significant property in a Dissolution Agreement. Hence, the Dissolution Agreement was signed. The insignificant property of personal items were discussed and to be distributed according to demand. This occurred. In fact, in Plaintiff's letter dated February 22, 2006, the Plaintiff makes his personal property demands known. See Exhibit H. The Defendant honored all but one of the Plaintiff's demanded items, a large Christmas tree. The Plaintiff was offered, agreed to, and received the small Christmas tree. All marital assets have been addressed between the Dissolution Agreement and the distribution of personal property as stated in Plaintiff's February 22, 2006 letter.

Plaintiff continues to argue opposition to partial summary judgment yet provides no evidence, no fact, and no material fact supporting the Argument.

B. Plaintiff Agrees Dissolution Agreement is a Binding Agreement.

A binding agreement consists of three elements - competent parties,

consideration, and meeting of the minds. The following elements are defined below:

Competent Parties - For a contract to be valid, each side must have the capacity to enter into it. Most people and companies have sufficient legal competency. A drugged or mentally-impaired person has impaired capacity and chances are a court may not hold that person to the contract. Minors (e.g., usually those under eighteen) cannot, generally, enter into a binding contract without parental consent, unless it is for the necessities of life, such as food, clothing, or for student loan contracts.

Consideration - If the other side is to be held to the contract, you must give up something in exchange. This is called consideration. No side can have a free way out or the ability to obtain something of value without providing something in exchange. Money is the most common form of compensation, but it can also be property, giving up a right or valid claim, making a promise to do or not to do something, or anything of value. Agreeing to perform an illegal or illicit act is not consideration and the contract is void.

Mutual Assent or Meeting of the Minds - This means that each side must be clear as to the essential details, rights, and obligations of the contract. Putting the deal down on paper prior to signing it goes A LONG way to avoid future misunderstandings and disputes. Meeting of the minds sometimes can be expressed by words spoken or gestures made or can be inferred from the surrounding circumstances. There is no meeting of the minds if: (1) one side is obviously joking or bragging, (2) there is no actual agreement (i.e., the farmer who is selling a gelding and the buyer thinks the horse is a brood mare), or (3) both sides have made a material mistake as to the terms or details of the contract.

The Plaintiff argues a ruling of Partial Summary Judgment cannot be made because the Dissolution Agreement does not cover all community assets. Yet Plaintiff provides no material fact that any assets exist outside the Dissolution Agreement and the property distribution letter of February 22, 2006.

Plaintiff and Defendant entered into the Dissolution Agreement with a meeting of the minds that all significant assets were addressed in the

Dissolution Agreement and that insignificant personal property would be distributed at each other's request. The Plaintiff and Defendant acted upon this meeting of the minds and demands of and distribution of the insignificant property were made. The Plaintiff comes now and claims assets exist which have not been addressed and distributed without providing any material fact to that claim.

1. Plaintiff argues DeAnn took possession of Plaintiff's guns which were the Plaintiff's personal property. First, Plaintiff left Plaintiff's guns when Plaintiff abandoned marital residence. Secondly, July 2004, Plaintiff attacked DeAnn causing bruising to her body. See Exhibit C. DeAnn contacted the Las Vegas Metropolitan Police Department who came to the residence. The police discovered Daniel had illegal guns in his possession.

Upon Dan abandoning the residence August 2005, Dan agreed to continue supporting Katie by paying her school tuition. DeAnn acted upon Dan's word addressed in the Dissolution Agreement as child support. Katie continued in school. Then Dan ceased paying Katie's tuition. DeAnn was forced to pawn Dan's guns to pay for Katie's tuition. DeAnn provided Dan the pawn notes for the guns in plenty of time for Dan to legally obtain and register his guns.

2. Plaintiff argues DeAnn cashed in NIB stock. DeAnn was given NIB stock upon her dad's death. After DeAnn sustained bruises from Dan's two nights of domestic violence, DeAnn sought domestic violence counseling. DeAnn was counseled to set aside funds in case Katie and she were threatened again by Dan and needed to flee to avoid violence. DeAnn liquidated the stock willed to her by her dad and set up a minor's account

10

for Katie should anything happen to DeAnn. In generating the Dissolution Agreement and in a reprehensible act, Dan demanded 1/3 of DeAnn's dad's stock. DeAnn agreed to this despicable demand and it was recorded in the Dissolution Agreement. See Exhibit I.

3. Plaintiff argues that an account in March 2005 isn't addressed in the August 2005 Dissolution Agreement. Yet Plaintiff provides no evidence, no fact, or no material fact that the funds in March 2005 stayed the same through August 2005.

a. Dan had diverted his direct deposit paycheck from the couple's joint account to his secreted bank account in June 2005.

b. DeAnn received domestic violence counseling to set aside money should Dan become violent again and Katie and DeAnn would have to flee.

c. Dan made infrequent, unreliable payments of Katie's tuition.

These facts combined to make a struggle for DeAnn to maintain the household. DeAnn handled funds to meet the demands of Katie and the household.

DeAnn has continually offered in writing to mediate this case. Five times DeAnn has requested mediation to settle this case. Five times the Plaintiff has refused. See Exhibit J.

As recently as August 14, 2006, DeAnn requested of Plaintiff negotiating settlement of this case. Plaintiff has refused since October 2005 and continues to refuse today.

Plaintiff argues that DeAnn has violated the Joint Preliminary Injunction filed November 2005. This Joint Preliminary Injunction negates

//

the Dissolution Agreement of August 2005. One could argue breach of contract on the part of the Plaintiff by not honoring the Dissolution Agreement. One may be able to Argue that by the Plaintiff's actions after signing the Dissolution Agreement, the Plaintiff never intended to honor the Dissolution Agreement thereby acting in bad faith.

C. The Court Can Limit the Issues in This Case.

Plaintiff argues all assets must be discovered yet provides no evidence, no fact, or no material fact any assets are not covered in the Dissolution Agreement and property distribution letter of February 22, 2006. All assets have been addressed and distributed.

D. Defendant is entitled to Attorney's Fees.

Plaintiff argues DeAnn delayed signing of the Parenting Agreement. DeAnn's attorney apparently misled DeAnn and Attorney Hoskin regarding the signing of the Parenting Agreement. See Exhibit K.

Plaintiff argues DeAnn is delaying litigation due to non-representation. DeAnn presented to the Court in January 10, 2006 Hearing before the Plaintiff that DeAnn was seeking representation through the Pro Bono Project. Plaintiff refused to negotiate settlement with DeAnn, delaying this case. DeAnn still has not received representation through the Pro Bono Project and needs representation to level this playing field. However, Plaintiff has not negotiated a settlement with DeAnn delaying the process until DeAnn can retain qualified legal counsel.

DeAnn has made every effort to resolve this case. DeAnn has requested repeatedly of the Plaintiff for mediation to settle this case. Plaintiff repeatedly denies mediation. See Exhibit J.

Plaintiff has refused to settle this case. Plaintiff continues to go

outside the scope of the Dissolution Agreement and the February 22, 2006 property distribution letter. As recent as August 2006, Plaintiff made demand for DeAnn's wedding ring.

Under common law, three elements are required to prove fraud: a material false statement made with an intent to deceive (scienter), a victim's reliance on the statement and damages. One may argue the Plaintiff acted fraudulently in regard to Dissolution Agreement. The Plaintiff filed motions negating the Dissolution Agreement, sale of the house, demand of $20,000, additional property demands a year later, forcing hearings, and ignoring Discovery rules. See Exhibit L.

Daniel was fully knowledgeable of Quit Claim Deeds when he Quit Claimed the house to DeAnn. Daniel is a licensed Professional Engineer (PE) and a licensed Professional Land Surveyor (PLS) with a Masters in Civil Engineering (MSCE). As a requirement of Daniel's job, Daniel was required to take a course studying Quit Claim Deeds in March 2001. See Exhibit M.

DeAnn had to rely on the Dissolution Agreement after signing the Agreement. DeAnn relied on the Agreement to provide her and Katie a place to stay. Then within fifteen days of signing the Dissolution Agreement, DeAnn was once again made to rely on the Agreement because Plaintiff failed to make mortgage payments, placing the house in foreclosure. DeAnn has maintained the home paying the property taxes and homeowner's insurance. See Exhibit M. This Contract Reliance the Defendant exercised was due to the Plaintiff's actions.

III.

RESPONSE TO COUNTERMOTION

A. This Court Should Limit Discovery to the Outstanding Issues of Child Support and Pension.

Plaintiff argues DeAnn forced a Discovery Hearing due to delays and her responses to Interrogatories and Document Requests. The Plaintiff has acted in bad faith in the Defendant's good faith attempts to settle this case and limit Discovery.

1. The Plaintiff granted Defendant's attorney extension of responses to Interrogatories and Document Requests. During this time, both Plaintiff's counsel and Defendant's counsel were out of town. Then the Plaintiff alleges delayed delivery of responses to Interrogatories and Document Requests, yet the Defendant's attorney's records refute the Plaintiff's allegation. Plaintiff argues receipt of documentation July 5, when signed for the documentation June 30, 2005. See Exhibit L.

2. The Plaintiff circumvented Discovery procedures. Plaintiff failed to follow legal rule 2.34(d). See Exhibit L.

3. The Plaintiff forced a Discovery Hearing knowing a ruling on the Summary Judgment was scheduled. The Discovery Commissioner ruled the Supplemental Responses to the Interrogatory and Doument Request wait for the Court Ruling. See Exhibit N. Plaintiff's Exhibit leaves out page 1.

4. The Plaintiff abused DeAnn's right to a Hearing to rule on the Dissolution Agreement by submitting Interrogatories and Document Requests outside the scope of the Dissolution Agreement.

B. DANIEL IS NOT ENTITLED TO ATTORNEY'S FEES.

14

Daniel is forcing litigation in this case by refusing to honor the binding Dissolution Agreement he authored, negotiated, signed, notarized, recorded, and acted upon. DeAnn and Daniel had a meeting of the minds that the Dissolution Agreement covered all significant property. Daniel covered all remaining property, which was insignificant and personal, in his written demand of February 22, 2006.

Daniel is forcing litigation in this case by alleging additional assets but providing no material fact of additional assets. If Daniel believes additional assets exist, he has had every opportunity to bring forth such evidence.

Daniel is forcing litigation in this case by intentionally damaging DeAnn then making demands knowing she's been damaged. May 2005, Daniel began an elaborate scheme of:

1. Secreting his paycheck and establishing his own bank account.

2. Demanding he pay the bills then not paying the bills. See Exhibit O.

3. Incurring debt and not paying off the debt.

4. Incurring late fees, reactivation fees, non-payment fees, and finance charges.

5. Securing another residence.

6. Changing passwords on joint accounts so DeAnn had no access to the accounts.

7. Terminating the couple's joint credit card afteer securing his own credit card.

8. Damaging DeAnn's credit. See Exhibit O.

Then after damaging DeAnn's credit, Daniel submits a letter to

15

DeAnn dated December 9, 2005, demanding DeAnn refinance the house and buy out Daniel. The letter claims language in the Dissolution Agreement that doesn't exist. DeAnn responds. See Exhibit P.

DeAnn and Daniel came to a meeting of the minds to keep Katie in the house because this is the location of her school, friends, and activities. As recent as August 2006, Dan offered to buy the house from DeAnn to keep Katie in the house.

DeAnn has mitigated her damages in this case. DeAnn released her attorney when DeAnn ran out of money after receiving a $2,849.50 bill from her attorney for the first month. See Exhibit Q. DeAnn qualified for the Pro Bono Project because of Dan's history of domestic violence. The Pro Bono Project assigned DeAnn attorney Mary Perry. DeAnn attempted to meet with attorney Perry but because her premises allow smoking and atttorney Perry and her staff smoke, DeAnn suggested an alternative meeting location. Attorney Perry declined. DeAnn has allergies to cigarette smoke as well as not wanting to expose Katie to the smoke. Then, when DeAnn was setting up a Trust for Katie, Estate Attorney Graham offered to take DeAnn's divorce Pro Bono. Attorney Graham claimed his law partner, Linda Graham, practiced family law. Then. after the Discovery Hearing, Attorney Graham paid DeAnn $1,000 and stated he could no longer represent her. See Exhibit R. The Pro Bono Project withdrew when Attorney Graham withdrew citing to DeAnn they had too many cases and not enough attorneys.

DeAnn humbly comes before this Honorable Court in pro per requesting Attorney's Fees so she may level the playing field. DeAnn requests this Honorable Court find the Dissolution Agreement binding.

DeAnn also humbly requests an Order limiting Discovery to the two issues remaining and stated in the Dissolution Agreement - Dan's Pension and Child Support.

DEANN WIESNER
1812 Shifting Winds St.
Las Vegas NV 89117
702-254-3402

SUBSCRIBED and SWORN to before me
On this 1st day of ~~November~~ Sept, 2006

NOTARY PUBLIC ~~in and for said~~
County and State

LANA PERRY
Notary Public State of Nevada
No. 99-54751-1
My Appt. exp. Mar 7, 2007

17

CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the Response to Opposition to Motion for Partial Summary Judgment...and Opposition to Countermotion to compel Discovery and Attorney's Fees was made on 1 day of September, 2006 pursuant to NRCP 5 (b) by depositing a copy of same in the United States Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:

Charles Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

DATED this 1 day of September, 2006

DeAnn Wiesner

Exhibit A

20050831-0004646

Fee: $17.00 RPTT: EX#035
M/C Fee $0.00
08/31/2005 13:47:53
T20050159762
Requestor:
D WIESNER

Frances Deane CDO
Clark County Recorder Pgs 4

APN# ~~163~~ 163 06 315 014
11 digit number may be obtained at:
http://sandgate.co.clark.nv.us/cicsAssessor/ownr.htm

QUIT CLAIM DEED

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

LEGAL DESCRIPTION
CANYON VISTA 2 PHASE 1
PLAT BOOK 76 PAGE 16 LOT 33 BLOCK A

Recording requested by:

DAN AND DAWN WIESNER

Mail Tax Statements

Return to:

Name DAWN WIESNER

Address 11812 SHIFTING WINDS

City/State/Zip LAS VEGAS NV 89117

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of $1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

COPY ACCOMMODATION

I, Dan Wiesner, quit claim my rights to the real property at 1812 Shifting Winds, Las Vegas, NV 89117 to DeAnn Wiesner. ~~In exchange,~~ DeAnn Wiesner agrees to waive her rights to alimony. Additionally, DeAnn agrees to pay Dan Wiesner the amount of $20,000 upon her sale of the property.

I, Dan Wiesner, waive my rights to Katie's cash account in the amount of $40,000, DeAnn's Traditional IRA in the amount of $50,000, DeAnn's Roth IRA in the amount of $6,000, DeAnn's NIB account in the amount of $12,000, and DeAnn and Katie's social security account in the amount of $12,000.

I, DeAnn Wiesner, waive my rights to Dan's Hartford account in the amount of

$60,000, Dan's Roth IRA in the amount of $15,000, Dan's U.S. Thrift Fund in the amount of $47,000, and Dan's NIB account in the amount of $12,000.
I, DeAnn Wiesner, do not waive my rights to Dan's pension and Katie's child support.

All amounts are good faith estimates agreed to by both Daniel and DeAnn.

Daniel Wiesner

DeAnn Wiesner

STATE OF NEVADA
COUNTY OF Clark

Signed and sworn to (or affirmed) before me on
Aug 31, 20 05 by Daniel & DeAnn Wiesner

(Notary Public) (Signature of notarial officer)

Page 2 of 2

JESSIE DELONE LARSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 05-94661-1
MY APPT. EXPIRES NOV. 19, 2008

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a) 163-06 315 014
   b) _____
   c) _____
   d) _____
2. Type of Property:
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $ _____
   Deed in Lieu of Foreclosure Only (value of property) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due $ _____
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 1 25
   b. Explain Reason for Exemption: TRANSFER RIGHTS SPOUSE → SPOUSE
5. Partial Interest: Percentage being transferred: [redacted] %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: DAN WIENER	Print Name: DEANN WIENER
Address: 1812 SHIFTING WIND	Address: 1812 SHIFTING WIND
City: LAS VEGAS	City: LAS VEGAS
State: NV Zip: 89117	State: NV Zip: 89117

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow #: _____
Address: _____
City: _____ State: _____ Zip: _____

4694

COPY
COPY
ACCOMMODATION COPY

PARCEL 163-06-315-014 TAX DIST- 200 DOC#- 20050831:04646 DATE- 08/31/2005
----- ASSESSOR DESCRIPTION ----- ----(1) OWNER----- MULTI- 01 VESTING- NS
CANYON VISTA-PHASE 1 WIESNER DEANN J
PLAT BOOK 76 PAGE 16 1812 SHIFTING WINDS ST
LOT 33 BLOCK A LAS VEGAS NV 89117-6917

RP- M CGAJ
GEO ID- PT N2 SW4 SEC 06 21 60 NBRHOOD- 300 LAND USE/CAP 1-10-0-0-1 1
LOCATION- 1812 SHIFTING WINDS ST LV
COMMENT- APPRAISAL YR-2005
LAST UPDATE- 06/15/2006 BATCH- B-2005-25500-2007 09/12/2005 YR CONSTRUCTED-1998
05-06 PP SUPL- 05-06 TR SUPL VAL- SALES- 212000 R 11/98
LY BASE LAND- LY NEW CONST-

YEAR	ACRES	LAND	IMP	PERS	EXEMPT	GROSS ASSESSED	LAND/IMP TAXABLE
2005-06	.15	43750	67039	0	0	110789	316540
2006-07	.15	79100	73763	0	0	152863	436751

CODE	-ACRES-	LAND	IMP CD	PERS CD	EXMPT	ASSESSED	TAXABLE
02	.15	79100	73763	0	0	152863	436751

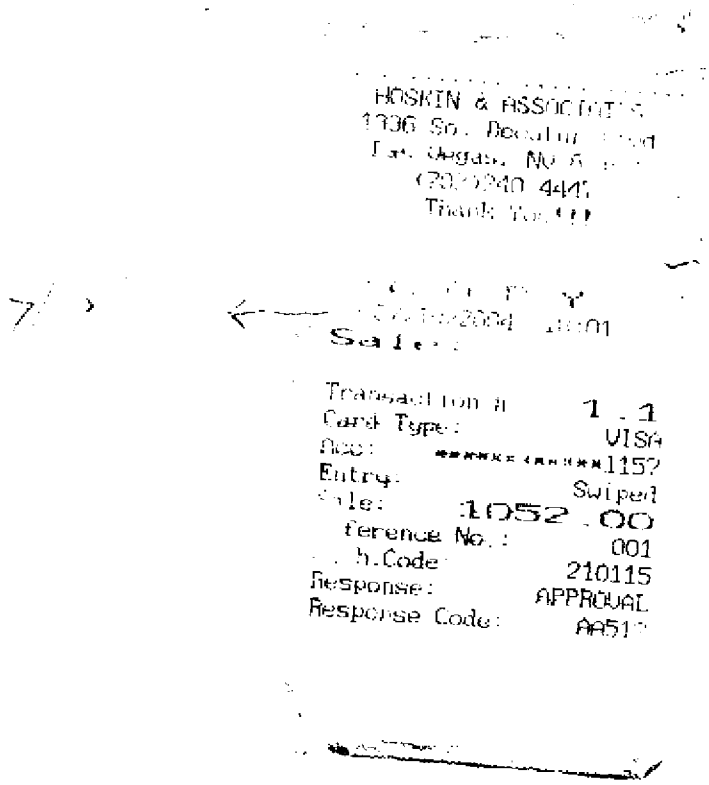
R-24100-2007 R-24701-2007

REMARKS-LN

PCL5 163-06-315- PCL 163-06-315-014 CL4 163-06-315-014I021

This record is for assessment use only. No liability is assumed to its accuracy.

Exhibit B



HOSKIN & ASSOCIATES
1936 So. Decatur Road
Las Vegas, NV 8
(702)240 44[illegible]
Thank You!!!

Sale

Transaction #: 1 1
Card Type: VISA
Acct: **********115?
Entry: Swiped
Sale: $1052.00
Reference No.: 001
Auth.Code: 210115
Response: APPROVAL
Response Code: AA51?

Exhibit C

In the following space, state the facts which support your application. Be as specific as you can, starting with the most recent incident. Include the approximate dates of domestic violence, how long it has gone on, and whether law enforcement or medical personnel have been involved.

2 nites ago, Dan broke lock on my bedroom door.

Last nite he came into the bedroom where I was w/ Katie. I told him to get out. He wouldn't. He stepped into the living room where I struggled as he threw me over the couch.

Police were called by me. Applicant states a report was taken for this incident. Applicant states adverse has a history of being abusive with their dog.

Please do not write on the backs of any pages.

MAMD

DISTRICT COURT

Family Division

CLARK COUNTY, NEVADA

FILED

Jul 22 12 48 PM '04

Shirley B. Parraguirre
CLERK

Deann Wiesner
Applicant,

vs

Daniel Wiesner
Adverse Party.

Case No. T 76058

Dept. TPO/ H

MOTION AND AFFIDAVIT FOR EXPEDITED HEARING TO ~~MODIFY~~/DISSOLVE

~~Applicant~~/Adverse Party hereby moves the Court for an expedited hearing to ~~modify~~/dissolve the above referenced Protection Order for the following reason/s:

I HAVE NEVER - IN 13 YEARS OF MARRIAGE - NEVER PURPOSELY CAUSED ANY PHYSICAL HARM TO DEANN. ON THE INCIDENT SHE MENTIONS, JULY 18, SHE ATTACKED ME. THE ENTIRE INCIDENT I ONLY HELD HER WRISTS TO PREVENT HER FROM SCRATCHING AND PUNCHING ME. WHEN SHE STARTED LOOSING HER BALANCE I PUSHED HER OVER THE BACK OF THE COUCH. THIS GAVE ME TIME TO WITHDRAW.

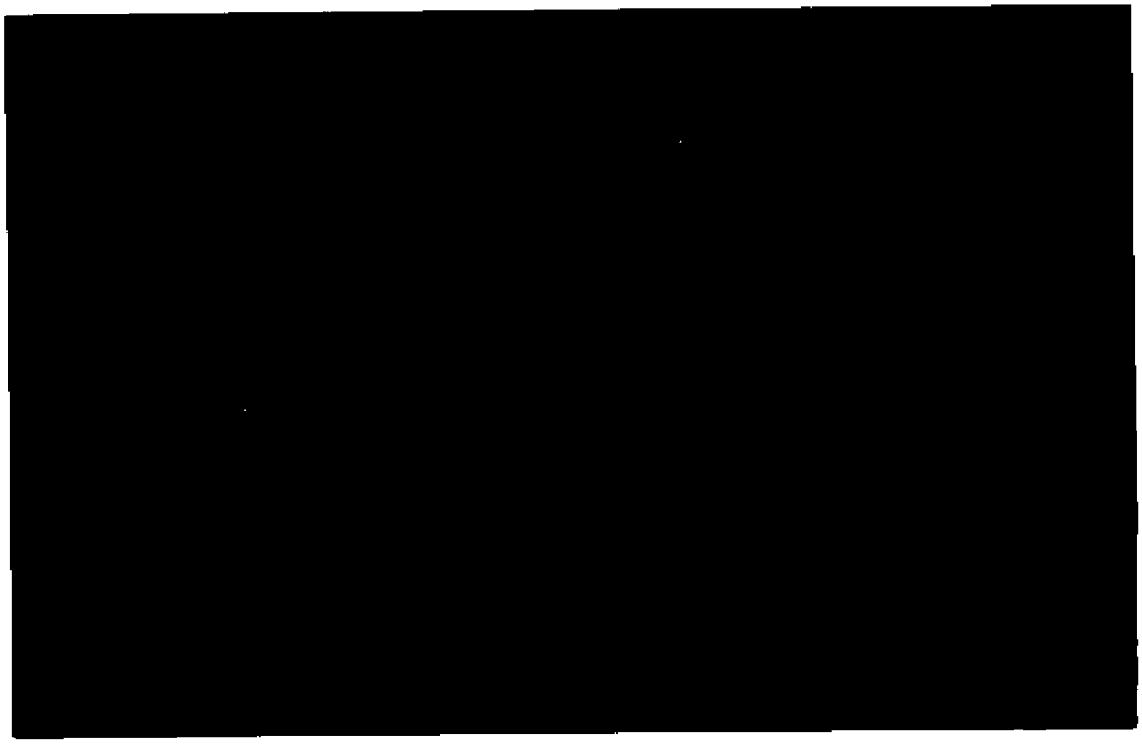
Daniel Wiesner
Signature of ~~Applicant~~/Adverse Party

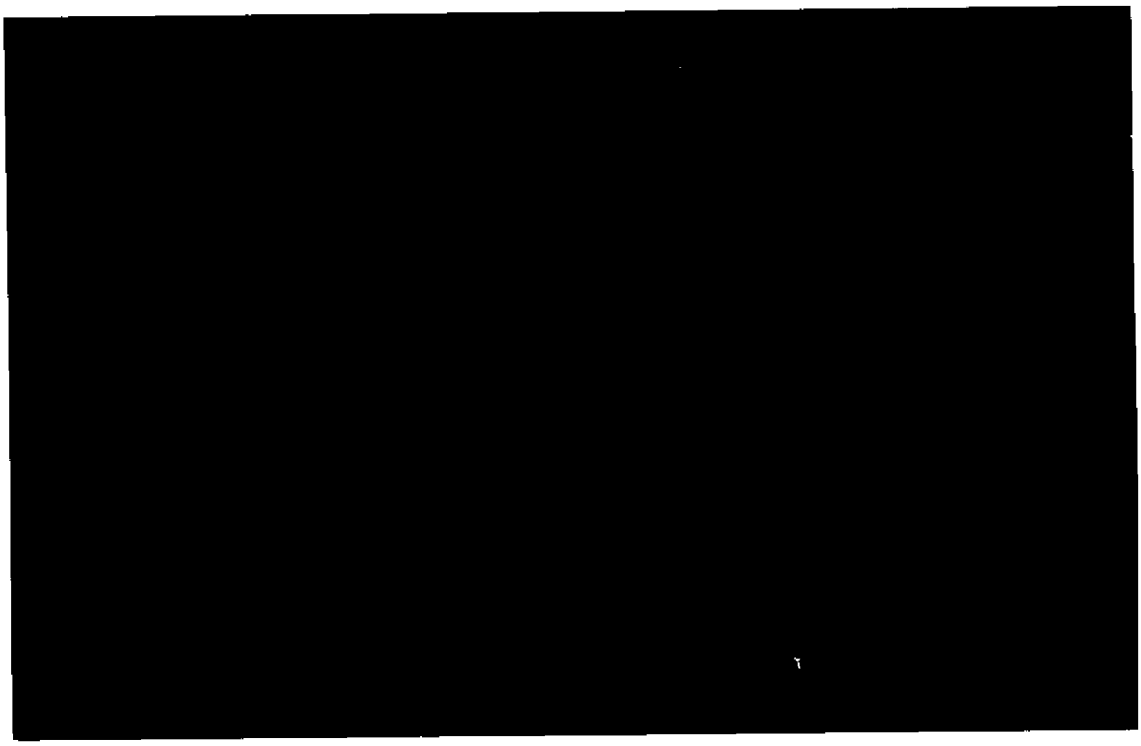
Subscribed and Sworn to before me this date:
July 22, 2004

Wendy Wilkinson
Notary Public

WENDY WILKINSON
Notary Public, State of Nevada
Appointment No. 93-2968-1
My Appt. Expires Mar 24, 2005

ELBOW





HIP

Exhibit D

Bank of America

DAN A WIESNER

Account Number: 4888 6032 1981 9661

Your Bank of America Visa® Account

New Balance	$497.30	
Total Credit Line	$11,300.00 Available Credit	$10,802.70
Cash Limit	$11,300.00 Available Cash	$10,802.00
Overlimit Amount	$0.00 Billing Date	08/14/05
Minimum Payment Due	$10.00 Payment Due Date	09/03/05

24-Hour Customer Service 1.800.732.9194
For Lost or Stolen Cards 1.800.848.6090

Pay online! Visit www.bankofamerica.com

Customer Corner

YOUR REWARD HAS BEEN APPROVED AND IS READY TO SHIP! As a Bank of America Cardholder, you can claim high-quality merchandise rewards not available to the general public for a small fee from brands such as Lenox, Gund, Tonka...and many more! Just go to WWW.REWARDCENTER.COM and type in 143388 where it asks for your reward certificate. CLAIM YOUR REWARD TODAY! Bank of America is not the provider of this service and is not affiliated with RewardCenter.

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Jul 16	Jul 14	951	ANNA'S LINENS #151 LAS VEGAS NV	$64.49
Jul 16	Jul 14	137	SMITHS FOOD #4347 SS6 LAS VEGAS NV	$19.58
Jul 16	Jul 15	587	TARGET 00002634 LAS VEGAS NV	$40.83
Jul 17	Jul 15	123	THE HOME DEPOT 3301 LAS VEGAS NV	$19.79
Jul 18	Jul 16	308	SMITHS FOOD #4347 SS6 LAS VEGAS NV	$38.40
Jul 18	Jul 16	981	RITE AID STORE 6271 LAS VEGAS NV	$23.02
Jul 20	Jul 18	670	WENDYS-WOLV #0107 Q25 LAS VEGAS NV	$5.26
Jul 24	Jul 22	850	TARGET 00012070 LAS VEGAS NV	$20.84
Jul 24	Jul 22	006	KFC 2527030 25270307 LAS VEGAS NV	$19.65
Jul 25	Jul 25	619	Online payment from CHK 5	CR $403.16
Jul 25	Jul 23	886	TOYS R US #5907 LAS VEGAS NV	$37.57
Jul 25	Jul 21	990	RISING SUN JAPANESE RESTALAS VEGAS NV	$25.00
Jul 25	Jul 24	130	SMITHS FOOD #4347 SS6 LAS VEGAS NV	$43.97
Jul 26	Jul 25	644	COX*LAS VEGAS COMM SV 702-383-4000 NV	$44.33
Jul 26	Jul 26	641	SMITHS FOOD #4347 SS6 LAS VEGAS NV	$37.40
Jul 28	Jul 27	739	REEFGEEK 323-9851550 CA	$74.65
Jul 29	Jul 28	648	MARINE DEPOT 714-385-0080 CA	$84.58
Jul 30	Jul 28	161	MEMPHIS CHAMPIONSHIP BBQ LAS VEGAS NV	$22.79
Jul 31	Jul 29	031	BORDERS BOOKS 01001899 LAS VEGAS NV	$27.93
Aug 01	Jul 30	486	EXXONMOBIL75 04758201 LAS VEGA NV	$27.14
Aug 01	Jul 31	665	SMITHS FOOD #4396 SS6 LAS VEGAS NV	$2.69
Aug 01	Jul 31	749	SMITHS FOOD #4396 SS6 LAS VEGAS NV	$62.31
Aug 01	Jul 30	017	THAI DAHRA RESTAURANT LAS VEGAS NV	$22.27
Aug 03	Aug 01	873	BARNES & NOBLE #2128 LAS VEGAS NV	$35.98
Aug 03	Aug 01	586	QUIZNOS SUB #2868 Q22 LAS VEGAS NV	$9.33
Aug 04	Aug 02	530	GREAT CUPS FOR HAIR #621LAS VEGAS NV	$14.00
Aug 05	Aug 03	678	PIZZA HUT 07291198 702-363-5555 NV	$26.91

Please return remit coupon with your payment

Bank of America

0040000 0001000 0049730 4888603219819661

BANK OF AMERICA
PO BOX 60069
CITY OF INDUSTRY CA 91716-0069

6788 1 AT .292 08-14-2320-0005-301-T*036

**P0006788

DAN A WIESNER
1812 SHIFTING WINDS ST
LAS VEGAS, NV 89117-6917

Payment Coupon

Account Number	4888 6032 1981 9661
Payment Due Date	09/03/05
Total Minimum Payment Due	$10.00

New Balance: $497.30

Amount Enclosed

$

Make check or money order payable to Bank of America.

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

Customer Corner

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION			AMOUNT CR=CREDIT
Aug 06	Aug 03	100	BAJA FRESH 10021	LAS VEGAS	NV	$8.18
Aug 06	Aug 04	001	CHARLSTON CHAMP	LAS VEGAS	NV	$38.05
Aug 07	Aug 05	296	ARBY'S #592 Q52	LAS VEGAS	NV	$5.83
Aug 08	Aug 08	339	BJS REST & BREW #432	LAS VEGAS	NV	$33.38
Aug 09	Aug 06	960	Online payment from CHK 5			CR $400.00
Aug 10	Aug 08	470	UNION 76 10008878	LAS VEGAS	NV	$11.79
Aug 12	Aug 10	751	WENDYS-WOLV #0107 Q25	LAS VEGAS	NV	$4.72
Aug 13	Aug 11	885	WENDYS-WOLV #0107 Q25	LAS VEGAS	NV	$4.83
Aug 13	Aug 11	390	VONS STORE00021949	LAS VEGAS	NV	$4.99
Aug 13	Aug 11	235	EXXONMOBIL34 97821432	LAS VEGA	NV	$35.67
Aug 13	Aug 12	202	SMITHS FOOD #4347 SS6	LAS VEGAS	NV	$60.83
			CABELAS.COM *75040673	800-2378888	NE	$72.16

Account Summary

Previous Balance		$151.29
Purchases	+	$1,149.16
Cash Advances	+	$0.00
Other Debits	+	$0.00
Credits	-	$0.00
FINANCE CHARGE	+	$0.00
Payments	-	$803.15
New Balance	=	$497.30

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	0.000%	0.00000% D	$0.00	$0.00 P
Cash	22.240%	0.06094%v D	$0.00	$0.00 P

ANNUAL PERCENTAGE RATE .000%

v=Variable

Exhibit E

August 24, 2006

Faxed to: 258-4740 (2 pages)

Charles Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

Dear Attorney Hoskin:

Today, I received from Attorney Robert Graham a copy of your Opposition to Motion for Partial Summary Judgment. Exhibit 3 of your Motion contained the Discovery Commissioner's Report and Recommendation.

Pursuant to No. 2 of the Discovery Commissioner's Recommendation, attached is a copy of my most recent direct deposit entry from Social Security Administration.

Should you have any questions or concerns, please contact me at 254-3402.

Sincerely,



DeAnn Wiesner

Cc: Attorney Robert Graham

08/23/2006
C=US,O=U.S. TREASURY,OU=DFAS,OU=SOC SEC ID - 516026616,CN=SSA FED DATE 060823
CN=DEANN L WIENER
$1,218.00

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for

Aug 24 2006 5:19pm

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Aug 24	5:18pm	Sent	2584740	0:42	2	OK

Result:
OK - black and white fax

Ex. F

Social Security Administration

Retirement, Survivors and Disability Insurance

Notice of Award

Office of Central Operations
1500 Woodlawn Drive

Baltimore, Maryland 21241-1500
Date: November 29, 2002
Claim Number: 519-56-9616HA

DEANN J WIESNER
1812 SHIFTING WINDS
LAS VEGAS, NV 89117-6917

You are entitled to monthly disability benefits beginning June 2002.

The Date You Became Disabled

We found that you became disabled under our rules on December 15, 2001. This is different from the date given on the application.

Also, you have to be disabled for 5 full calendar months in a row before you can be entitled to benefits. For these reasons, your first month of entitlement to benefits is June 2002.

What We Will Pay And When

A

You will receive $6,378.00 around December 5, 2002.

This is the money you are due for June 2002 through November 2002.

Your next payment of $1,077.00, which is for December 2002, will be received on or about the fourth Wednesday of January 2003.

After that you will receive $1,077.00 on or about the fourth Wednesday of each month.

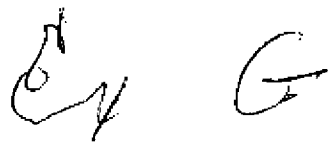
These and any future payments will go to the financial institution you selected. Please let us know if you change your mailing address, so we can send you letters directly.

The day we make payments on this record is based on your date of birth.

Enclosure(s):
Pub 05-10153
Pub 05-10058

C

See Next Page



HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1306 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

At the August 11, 2006 discovery hearing, DeAnn's counsel argued that the Statement precludes much of the discovery propounded by Daniel. As a result, the Discovery Commissioner ordered DeAnn to respond to those requests dealing with child support and pension and await this Court's determination on the remaining discovery issues. *Although the "Report and Recommendation" has not yet been signed, a copy of the draft is attached hereto as Exhibit 3.)*

II.

OPPOSITION

A. Summary Judgment is Inapplicable in the Instant Situation.

Summary judgment is based upon Nevada Rules of Civil Procedure 56(c). That rule establishes two basic substantive requirements for the entry of summary judgment: that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Shapro v. Forsythe,* 103 Nev. 666, 747 P.2d 241 (1987).

It appears as though DeAnn is requesting that this Court enter summary judgment that the Statement is a binding agreement. Daniel has no objection to that finding; however, DeAnn exceeds her legal rights in indicating that "the agreement has properly divided the community and marital property in this case, save those items expressly stated as not being included."

The Nevada Supreme Court has indicated that where there is ambiguity in a written contract or document and extrinsic evidence is required to ascertain the intent of the parties, summary judgment should **not** be entered in the face of contradictory or conflicting evidence. *Mullis v. Nevada National Bank*, 98 Nev. 510, 654 P.2d 533 (1982). The Supreme Court went on to indicate that the intent of the parties is a question of fact. *Parman v. Petricciani*, 70 Nev. 427, 272 P.2d 492 (1954).

Ex H

cjh

HOSKIN LAW OFFICE
ATTORNEYS AT LAW

February 22, 2006

DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117

Re: Wiesner v. Wiesner

Dear Ms. Wiesner:

Upon my client's review of your February 2, 2006 and February 7, 2006 correspondence, he has requested that I submit the following terms and conditions as a proposal for settlement of this action.

1. **Furniture/Furnishings**: As listed in your above-referenced correspondence, Dan will take possession of the following items:

a. ED TV (Gateway flat screen)
b. Spear's Couch
c. LA-Z-Boy coffee and end tables
d. Breakmaker
e. Weight bench
f. Guns
g. Flatware
h. Cedar chest
i. Stamp collection
j. Coin collection
j. Annette Chandler originals
k. Leather suitcase
l. Cining room table & chairs
m. Tools hanging in garage
n. Lawnmower
o. Telescope
p. Little Christmas tree
q. Hammary end tables & coffee table

1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740
e-mail: hoskin@hoskinlaw.com

2. **Marital Residence**:

a. Dan has quitclaimed his interest in the marital residence and vacated the same, thus voluntarily and temporarily giving you exclusive possession; however, the residence remains a community asset until further order of the Court–i.e., a Decree of Divorce. As such, Dan's interest in that asset must be considered as an offset to other assets of the community. Accordingly, he proposes the items which follow.

b. On or before December 12, 2020 (which date is six months after Katie's graduation from high school), you will pay Dan $100,000.00 for his equity interest in the residence–whether you sell or refinance the residence.

3. **Settlement Agreement, signed August 31, 2005**: Because the status of community assets has changed considerably since the signing of the Agreement, not the least of which is your cashing out various accounts, the Agreement must be modified.

a. Dan agrees to honor the following terms of that Agreement:

- You will waive your right to spousal support.
- Dan will waive his rights to Katie's cash account, your Traditional IRA, your Roth IRA, and your/Katie's Social Security account.
- Dan will keep his Hartford account, his Roth IRA, and his U.S. Thrift Fund.

b. Dan does not agree to honor the following terms of that Agreement:

- You will not be paying Dan the amount of $20,000.00 upon your sale of the property. *(See #2-b above.)*
- Dan waives all rights to your inheritance, including your father's NIB stock.

4. **Lawsuit settlement**: Dan will receive one half (½) of any settlement you receive from the lawsuit against your former employer. This is based upon the fact that Dan has paid all attorney's fees necessary for that lawsuit.

5. **Visa Credit Card Acct. $4147...1157**: Dan will pay the entire balance due and owing on this credit card, which is approximately $10,500.00

6. **Health Insurance**:

a. Dan will keep Katie on his health insurance plan and pay all the monthly premiums; however, each party will pay his/her own co-pays when taking Katie for any medical treatment(s).

b. Dan will maintain your health insurance until the entry of the Decree of Divorce.

7. **Auto Insurance**:

a. Dan will maintain the Honda car insurance to the renewal date of August 2006.

b. Dan will remove his name from the Liberty Mutual auto Insurance and homeowner insurance.

c. Dan will remove his Ford from the Liberty Mutual auto insurance.

8. **Joint Accounts**: Dan will remove his name from all joint accounts.

9. **Private School**: Dan will pay seventy-five percent (75%) of Katie's private school expenses through high school; however, he will maintain his approving authority as to the school to be selected.

10. **LVVWD Pension**: Dan will be entitled to all benefits from his pension with the Las Vegas Valley Water District.

Obviously, you included terms in your February 7, 2006 correspondence either to which Dan will not agree or which cannot be included in a Decree of Divorce because they are either moot or inapplicable:

A. Nevada Statutes do not require that Dan pay for Katie's college; therefore, it is unenforceable and will not be included in the Decree. Because he loves Katie and will

do what is best for her future, he will do his best–when the time comes fourteen years from now and circumstances permitting–to provide a college education for Katie.

B. Should Dan die while Katie is a minor, you automatically become her sole guardian by Nevada law. To put such language into a Decree is moot.

C. You may not change Katie's surname.

D. The courts do not litigate moral issues; therefore, to include language that "Dan does not view porn while Katie is in his custody" will not be included in the Decree.

E. If Dan has the proper safety training, equipment and/or license, the Court cannot prohibit Dan from carrying a weapon "while Katie is in his custody." Such language will not be included in the Decree.

F. Again, the Court cannot enforce Dan's brushing of Katie's hair; therefore, that language also will not be included in the Decree.

* * * * *

Please consider Dan's proposed settlement offer and contact me at your earliest convenience.

Sincerely,

Hoskin Law Office

Charles J. Hoskin, Esq.

CJH/lki
CC: Client

Ex. I

0000425611B|1IBK|C01|CUS|C0000072079|DCWRS|0935|10008907|$109143003966301||00000703

COMMON STOCK

COMMON STOCK

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

IDAHO INDEPENDENT BANK

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 451294P 10 5

THIS CERTIFIES THAT

IS THE OWNER OF

SHARES OF COMMON STOCK, $8.00 PAR VALUE PER SHARE, OF

IDAHO INDEPENDENT BANK

CERTIFICATE OF STOCK

(hereinafter called the "Bank"), transferable only on the books of the Bank by the holder hereof, in person or by duly authorized attorney or legal representative, upon surrender of this Certificate properly endorsed. This certificate is not valid until countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Bank and the facsimile signatures of its duly authorized officers.

DATE 20-APR-2006

Paul Montreuil

CASHIER

IDAHO INDEPENDENT BANK SEAL 1982 IDAHO

PRESIDENT

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE INVESTOR SERVICES, LLC
Transfer Agent and Registrar

By:

Authorized Signature

directors to fix and determine the rela... rights and preferences of the subsequent series.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT– _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors
Act: _____
(State)

UNIF TRF MIN ACT– _____ Custodian (until age _____)
(Cust)
_____ under Uniform Transfers
(Minor)
to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER OF ASSIGNEE

[ ]

_____
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE)

_____

_____

_____ shares

of the common stock represented by the within certificate, and does hereby irrevocably constitute and appoint

_____ attorney

to transfer the said stock on the books of the within named Bank with full power of substitution in the premises.

Dated _____

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed

By _____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANK, STOCKBROKER, SAVINGS AND LOAN ASSOCIATION AND CREDIT UNION WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM) PURSUANT TO S.E.C. RULE 17Ad-15.

Ex. T

FAX TRANSMITTAL TO 702- 255-4740

November 22, 2005

Charles J. Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas CA 89102

Dear Mr. Hoskin:

RE: D345508

This letter will confirm my telephone conversation with your office this morning.

I was routed to Linda who identified herself as your secretary. I explained I was representing myself in the above matter and requesting extension of the date of response to the Divorce Complaint and Summons. Linda denied.

I will be providing relevant information to you in the future, but until then I will be filing motions tomorrow. Please contact me should you wish to discuss a settlement before filing.

Sincerely,

DeAnn Wiesner
702-254-3402

November 29, 2005

Faxed to: 258-4740

Charles Hoskins, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

Dear Attorney Hoskins:

This letter will serve to confirm my phone conversation with your office today. I spoke with Linda and requested a mediation. Linda denied.

Twice I have contacted your office regarding already granted requests. Twice your office has denied these already granted requests.

Please reference correspondence dated November 7, 2005. This letter confirms that you granted my first request, an open extension of time to answer or otherwise plead. Additionally, this letter confirms you considered my second request, mediation as a viable alternative. Yet, now you deny these requests.

This letter will serve as confirmation that I have made every attempt to settle this divorce apart from court. I believe as Katie's parents, Dan and I have and can best determine the best interest of our daughter. However, your actions appear to incite upsetting this process.

As you are aware, the significant property has been settled per the Dissolution Agreement. Dan gradually is requesting and I am providing insignificant property which I store free of charge for Dan. What remains to be determined is custody and pension issues. Custody has already been discussed and agreed upon by us. However, your actions have delayed settling these issues. This delay is not in the best interest of Katie. Therefore, this letter will serve as a request to you to consider Katie's best interests and begin working toward resolution of this divorce.

Sincerely,

DeAnn Wiesner

December 16, 2005

FAXED TO: 258-4740

Charles Hoskins, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

Dear Attorney Hoskins:

I am in receipt of your letter dated December 9, 2005, and attachment entitled Decree of Divorce.

Your letter states you have been informed that I requested alimony. I contacted Linda of your office who stated Dan informed you that I requested alimony. Linda denied any documentation exists supporting his allegation. However, you use this unsubstantiated allegation to negate the Dissolution Agreement.

You request a December 16th response to the Divorce Decree after your mailing it December 12th.

I have reviewed your Divorce Decree. Your Divorce Decree is an attempt to negate the Dissolution Agreement. You are attempting to deny the fact only two issues remain in this divorce as stated in the Dissolution Agreement - child support amount and pension. The property has been divided, Katie's visitation established, and support agreed to. The two remaining issues can be resolved apart from court. This leaves Katie's best interests in the hands of her parents who have shown the ability to agree to her best interests.

You are obstructing resolution of this divorce resulting in Katie's welfare being jeopardized. I have requested mediation of you and been denied. Dan has requested mediation of you. Dan denied mediation after he told me you told him not to proceed in mediation at this time because it would cost him your fee of $350/hr. Please reference my letter dated November 29, 2005, requesting your assistance in working toward resolution of this divorce. Instead, you continue to counsel against mediation.

Again, I request mediation. Should you deny mediation a third time, I am given no alternative but to proceed in court.

DeAnn Wiesner

February 7, 2006

Faxed to: 258-4740 3 pgs

Charles Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

Dear Attorney Hoskin:

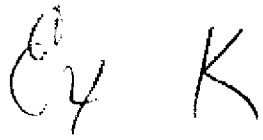
I, too, am growing weary. I am weary of your stonewalling settlement of this divorce. I made four requests for mediation, or I'll use your term, "settlement", of this divorce and four times you have denied me "settlement".

I received your Case Conference Notice and replied to you in writing that I wish to proceed represented. You denied me this request. Your Case Conference Notice demanded 1) documentation from me for matters that have already been "settled", 2) the Dissolution Agreement be denied, and 3) the items in the Dissolution Agreement be re-distributed. Incredibly, you sent these demands after advisement from the court that NRS 125.080 allows for the Dissolution Agreement to stand.

Your refusal to meet with me except only upon your terms which are adverse to the court order, will be brought to the attention of the court.

The attached is where Dan and I stand to date. Should you wish to honor the court's order, please contact me to "settle" the attached.

DeAnn Wiesner



May 22, 2006

Mr. Jerry Stein, MA, JD
Family Mediation Center
601 N. Pecos Road, Bldg B
Las Vegas NV 89101-4186

RE: Wiesner v. Wiesner
Case No. 05D345508D

Dear Mr. Stein:

Thank you for your phone message requesting the status of the mediation agreement. Thank you, also, for your time in generating a mediation agreement between Dan and me. My understanding is you are awaiting my signature of the mediation agreement.

Please be advised I am now represented by Attorney Rob Graham. My attorney advised me Dan's attorney, Charles Hoskin, generated a mediation agreement and sent it to my attorney for approval. Therefore, at this time, I am will be awaiting direction from my attorney regarding Dan's attorney's actions.

Again, thank you for your time on this matter.

Sincerely,

DeAnn Wiesner

Rob Graham & Associates

7375 W. Peak Dr., #220, Las Vegas, Nevada 89128 email: rgraham@lawyerswest.com
(702) 255-6161 Facsimile (702) 255-8383

June 20, 2006

Charles J. Hoskin, Esq.
Hoskin Law Office
1336 s. Decatur Blvd.
Las Vegas, NV 89102

RE: Stipulated Parenting Agreement

Dear Mr. Hoskin:

Until today, I have been out of the country, and therefore unable to respond to your previous inquiries. Therefore, I am appreciative of the professional courtesies which you have extended as we work through the issues in this matter.

My client is prepared to sign the Stipulated Parenting Agreement which you previously drafted upon your incorporation/implementation of the following minor revisions to the Agreement:

1) As to Legal Custody Provisions, the second paragraph should read as follows: The parents agree to share joint legal custody of the child named above, with primary physical custody in the mother.

2) Physical Custody Provisions: The second sentence of first paragraph should read as follows: The parents agree that the child shall reside primarily with the mother, except as follows:

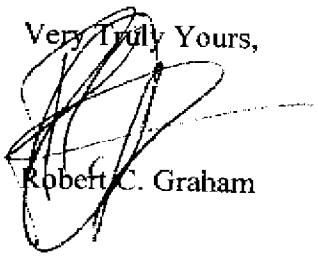
3) Physical Custody Provisions: The first sentence of the third paragraph should read as follows: The Parents agree this agreement is effective through December 31, 2007, and that they will remediate the physical custody provision of their Parenting Agreement beginning October 1, 2007.

4) Transportation: The parents agree that responsbility for providing transportation shall be assumed by the father for any distance up to 25 miles. For any distance over 25 miles, the parents agree to exchange the child at a mutually acceptable location no more than 25 miles from the father's residence.

It should be duly noted that the majority of the revisions set forth above are reflective of the original Parenting Agreement which was drafted by the mediator, Jerry Stein. Therefore, I am hopeful that the aforementioned will not cause any further delays.

Thank you for your attention in this matter.

Very Truly Yours,



Robert C. Graham

cc: DeAnn Wiesner



Rob Graham & Associates

Robert C. Graham, Esq.†
Linda M. Graham, Esq.†

Anthony Werrett, Esq.*
Natali Morris, Esq.*

† Licensed in Nevada
* Licensed in Utah

Nevada Office
7375 W. Peak Dr., #220
Las Vegas, Nevada 89128
Voice
(702) 255-6161
Facsimile
(702) 255-8383

Utah Office
249 E. Tabernacle, #301
St. George, Utah 84770
Voice
(435) 628-0409
Facsimile
(435) 986-9720

August 24, 2006

Ms. DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117

RE: Wiesner vs. Wiesner
Case No.: D345508

Dear DeAnn:

I reviewed Mr. Hoskin's Opposition to the Motion for Summary Judgment and thought you should get some input from me as I do not know when your new counsel will be appearing.

First – and perhaps most importantly – I had occasion to read Mr. Hoskin's Motion to Compel Discovery and there is a very important matter that must be raised before the court. I did not recall it at the time, but late last night it occurred to me that Mr. Hoskin only wrote a letter in response to the responses in the discovery. I remember looking at that letter and thinking that we [Mr. Hoskin and myself] would be discussing those issues later. Before I knew it, we were hit with the Motion to Compel.

The problem with his approach is it does not comply with Local Court Rule 2.34(d) which states the following:

> Discovery motions **may not be filed unless** an affidavit of moving counsel is attached thereto setting forth that after a discovery dispute conference or a good faith effort to confer, counsel have been unable to resolve the matter satisfactorily. A conference **requires either a personal or telephone conference between or among counsel.** Moving counsel must set forth in the affidavit what attempts to resolve the discovery dispute were made, what was resolved and what was not resolved, and the reasons therefor. If **a personal or telephone conference was not possible, the affidavit shall set forth the reasons.** (Bold Emphasis).

Mr. Hoskin and I never had a 2.34 conference as is requires. Even more interesting, he did not state in his affidavit that he had one, nor did he ever give reasons why he didn't have one. That hit me like lightening because I recall I wanted to speak with him about putting the matter before the court through the Summary Judgment motion so we wouldn't waste any time addressing the same issues in two different court rooms. In addition, I recall that Melanie told me that you were working on more specific answers and I was going to tell him that we would be supplementing. BINGO. I knew I felt something was missing and this finally came to me.

\\\

\\\

Acknowledgment of Receipt of Documents

I, _____, of Hoskins & Associates do hereby acknowledge receipt of the Defendant Responses To Plaintiff's First Request for Production of Documents and Defendant's Responses to Plaintiff's First Set of Special Interrogatories on This ___ day of _____, 2006

_____

Not July 5th

ξ, η

2001
ACSM-CLSA-NALS-WFPS
Conference and Exposition

WORKSHOP HANDOUT

Riviera Hotel & Casino
Las Vegas, Nevada

Transferring Rights in Real Property

Instructor(s)

Jerry Broadus

Wednesday, March 21, 2001
7:30 a.m.-12:00 Noon

Sponsored by
American Congress on Surveying and Mapping
California Land Surveyors Association
Nevada Association of Land Surveyors
Western Federation of Professional Surveyors

Parol evidence rule

The most important rule of deed interpretation

- Evidence extrinsic to the deed (record)
  - Latent vs. Patent ambiguities
  - Importance of notice

ARCO v. Crawford

249 P. 2d 600 (Cal. 1952)

- Dispute over interpreting legal description of oil lease
  - One ambiguous call
  - No occupation to give notice
  - Answer to ambiguity found in unrecorded document
- Who has notice of the document
  - Can cause different conclusions depending on parties
  - Parol evidence rule determines court protection for parties with notice

Effects of different forms of deeds

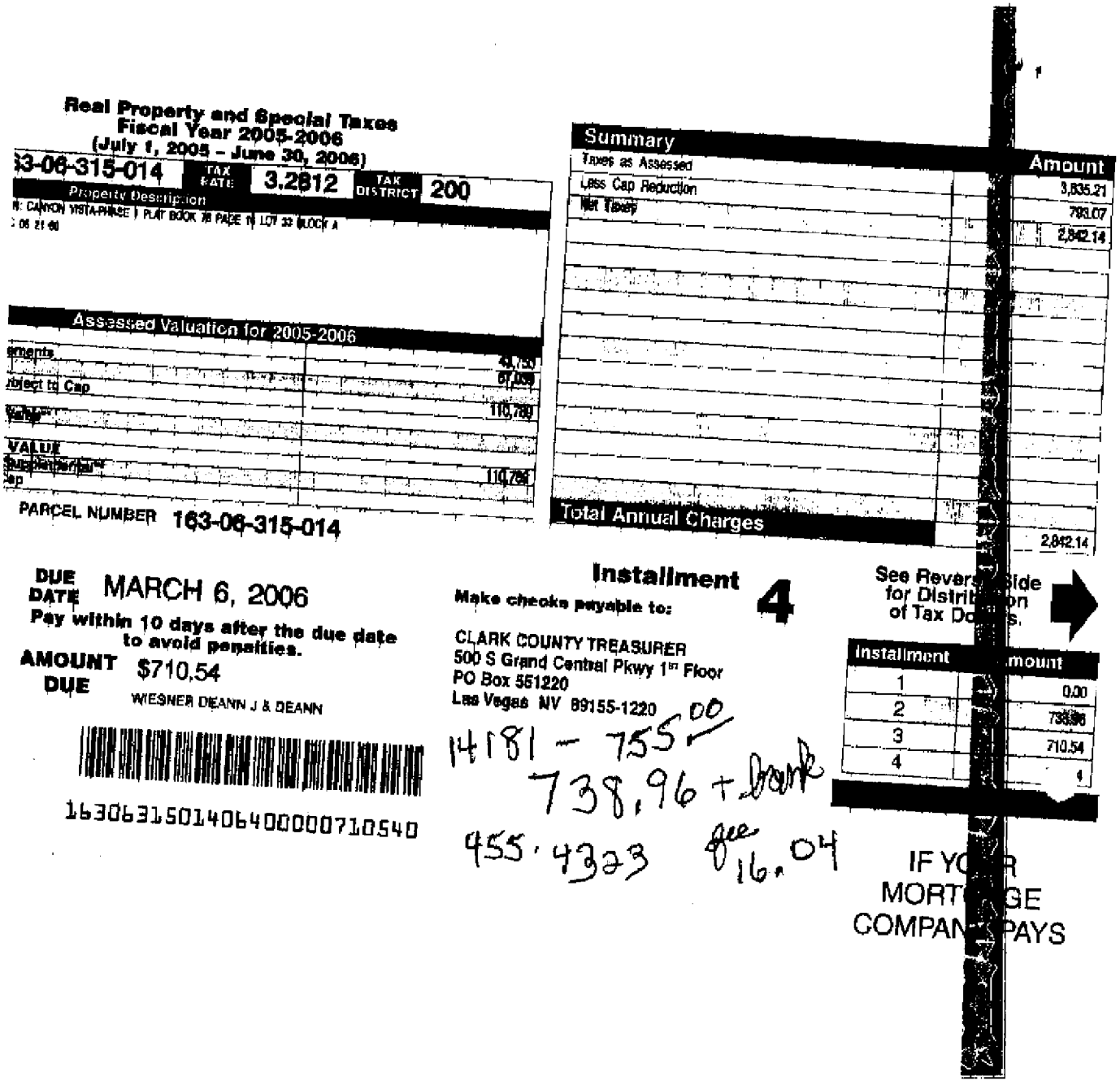
Quit claim or warranty

- Warranty deeds, quit claims, and grant deeds all convey title
  - Warranties add absolute liability for problems of title, including encroachments against legal description
    - A form of title assurance
  - Grant deeds warrant against problems caused by the immediate grantor
  - Unwritten title transfers may breach a warranty

Recording acts

Reverses basic seniority rules

- Recording laws affect seniority
  - Protect bona fide purchasers for value
  - Who (usually) must record
- Bona fide purchaser must have no notice of problem
- Can be affected by marketable title acts and by title registration



Real Property and Special Taxes
Fiscal Year 2005-2006
(July 1, 2005 – June 30, 2006)

63-06-315-014 | TAX RATE 3.2812 | TAX DISTRICT 200

Property Description

N: CANYON VISTA-PHASE I PLAT BOOK 78 PAGE 19 LOT 33 BLOCK A
: 06 21 00

Assessed Valuation for 2005-2006

ements	4,750
bject to Cap	67,039
	110,789
VALUE	
ap	110,789

PARCEL NUMBER 163-06-315-014

Summary

	Amount
Taxes as Assessed	3,635.21
Less Cap Reduction	793.07
Net Taxes	2,842.14
Total Annual Charges	2,842.14

DUE DATE MARCH 6, 2006

Pay within 10 days after the due date to avoid penalties.

AMOUNT DUE $710.54

WIESNER DEANN J & DEANN

16306315014064000000710540

Installment 4

Make checks payable to:

CLARK COUNTY TREASURER
500 S Grand Central Pkwy 1st Floor
PO Box 551220
Las Vegas NV 89155-1220

14181 – 755.00
738.96 + bank
455.4323 fee 16.04

See Reverse Side for Distribution of Tax Dollars.

Installment	Amount
1	0.00
2	738.96
3	710.54
4	4

IF YOUR MORTGAGE COMPANY PAYS

LIBERTYGUA \ DELUXE HOMEOWNERS POLICY ECLARATIONS ENDORSEMENT (
LIBERTY MUTUAL FIRE INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POLICY NUMBER
H32-268-113634-105 9 THESE DECLARATIONS EFFECTIVE 12/21/05 CLIENT# 000000000009914

NAMED INSURED AND MAILING ADDRESS
DANIEL WIESNER
DEANN WIESNER
1812 SHIFTING WIND ST
LAS VEGAS NV 89117-6917

RESIDENCE PREMISES INSURED:
SAME AS MAIL ADDRESS

POLICY PERIOD: 10/29/05 TO 10/29/06
12:01AM STANDARD TIME AT THE
RESIDENCE PREMISES

FOR SERVICE CALL OR WRITE:
6985 W SAHARA AVE STE 105
LAS VEGAS NV 89117

702-367-0541
CLAIMS: 800-225-2467

CHANGES MADE: HANDLING REQ CHANGED MORTGAGEE 1 ADDED

ADDITIONAL PREMIUM DUE FOR THIS CHANGE: NONE

SECTION I AND II: COVERAGES AND LIMITS UNDER YOUR LIBERTYGUARD HOMEOWNERS POLICY

I:	COVERAGE A - YOUR DWELLING WITH EXPANDED REPLACEMENT COST		$245,400
	COVERAGE B - OTHER STRUCTURES ON RESIDENCE PREMISES		$24,540
	COVERAGE C - PERSONAL PROPERTY WITH REPLACEMENT COST		$184,050
II:	COVERAGE E - PERSONAL LIABILITY (EACH OCCURRENCE)	ACTUAL LOSS SUSTAINED	
	COVERAGE F - MEDICAL PAYMENTS TO OTHERS (EACH PERSON)		$100,000
			$1,000

DEDUCTIBLE: LOSSES COVERED UNDER SECTION I ARE SUBJECT TO A DEDUCTIBLE OF $1000
OTHER DEDUCTIBLES: 5% EARTHQUAKE

PREMIUM SUMMARY:

HO 00 03 04 91	FORMS AND ENDORSEMENTS SHOWN ARE MADE PART OF YOUR POLICY		
HO 04 53 04 91	BASE COST FOR THE COVERAGES AND LIMITS SHOWN ABOVE		$ 1089
	CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY		
HO 04 54 06 94	EARTHQUAKE - FRAME	$1,000	$ 0
HO 04 65 04 91	COVERAGE C INCREASED SPECIAL LIMITS OF LIABILITY		$ 263
	JEWELRY AND FURS $ 4,000		
FMHO-1183	HOMEPROTECTOR PLUS		$ 29
			$ 109

PREFERRED RISK RATING PLAN DISCOUNTS: 12.0%

6.0% INSURANCE TO VALUE CREDIT	
3.0% INFLATION PROTECTION CREDIT	-$ 65
3.0% NEW OR RENOVATED HOME CREDIT	-$ 33
PROTECTIVE DEVICE CREDITS: 16.0%	-$ 33
2% SMOKE DETECTOR	
10% CENTRAL STATION BURGLAR ALARM 4% FIRE EXTINGUISHERS & DEAD BOLT	-$ 174
MULTIPLE POLICY DISCOUNT 10%	
SAFE HOMEOWNER PROGRAM	-$ 109
NET PREMIUM	$ 0
	$ 1076

MHO 775 R3

COUNTERSIGNED 12/20/05

Dexter R. Legg SECRETARY Edmund F Kelly PRESIDENT

G S Bishop
AUTHORIZED REPRESENTATIVE

Ex. N

1. That Defendant failed to timely respond to the discovery requests.

2. That when Defendant did respond to those discovery requests, the responses were inadequate.

3. That Defendant has filed a Motion for Partial Summary Judgment and Order to Limit Discovery to Contested Issues, and Request For Attorney's Fees, which is set before the Department H on September 18, 2006, at 9:00 a.m. That the decision of the Court concerning that motion may impact the amount of discovery which will be necessary in the instant matter.

4. That Plaintiff is entitled, at least, to complete discovery as to the issues which are agreed remain contested for trial, division of Plaintiff's pension and child support.

5. That should Defendant's Motion for Partial Summary Judgment and Order to Limit Discovery to Contested Issues be unsuccessful, that Plaintiff is entitled to complete responses to all discovery requests within two (2) weeks of that hearing date.

6. That Plaintiff is entitled to attorney's fees for forcing Defendant to produce the requested discovery.

RECOMMENDATION

1. That Plaintiff's Motion to Compel Production of Documents and Answers to Interrogatories is hereby GRANTED.

2. That Defendant shall produce any and all discovery relating to the issues of division of Plaintiff's pension and child support to Plaintiff's counsel's office on or before 4:00 p.m. on August 23, 2006.

3. That Department H shall make a determination with regard to the discoverability of the remaining issues. Should Department H indicate that the remaining issues are discoverable, Defendant shall have two (2) weeks from the date of that hearing within which to produce the remaining requested documentation and Answers to Interrogatories.

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

4. That Plaintiff is awarded attorney's fees in the amount of $1,000.00, which amount is reduced to JUDGMENT against Defendant, DEANN WIESNER.

DATED this ____ of August 2006.

DISCOVERY COMMISSIONER

Submitted by:
HOSKIN LAW OFFICE

By_____
CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
Attorney for Plaintiff

Approved by:
ROBERT GRAHAM & ASSOCIATES

By_____
ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 W. Peak Dr., #220
Las Vegas, NV 89128
Attorney for Defendant

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

NOTICE

Pursuant to NRCP 53 you are hereby notified that you have ten (10) days from the date you receive this document within which to file written objections.

[The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office.]

A copy of the foregoing Discovery Commissioner's Report was:

☐ Placed in the folder of Plaintiff's counsel in the Clerk's Office on the _____ day of _____ 2006

☐ Placed in the folder of Defendant's counsel in the Clerk's Office on the _____ day of _____ 2006.

SHIRLEY PARRAGUIRRE

By_____
Deputy Clerk

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 256-4740

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORDER

The Court, having reviewed the above report and recommendations prepared by the Discovery Commissioner and,

☐ The parties having waived the right to object thereto,

☐ No timely objections having been filed thereto,

☐ Having received the objections thereto and the written arguments in support of said objections, and good cause appearing,

☐ IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendations are affirmed and adopted.

☐ IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendations are affirmed and adopted and modified in the following manner. (Attached hereto).

☐ IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is set for _____, 2006.

DATED this ___ day of _____ 2006.

_____
DISTRICT COURT JUDGE

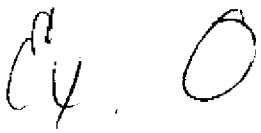
I hereby certify that on the date filed, copies of this Order were served by placing copies in the attorneys' folders or mailing to parties in proper person at the following addresses:

Charles J. Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102

Robert C. Graham, Esq.
7375 W. Peak Dr., #220
Las Vegas, NV 89128

SHIRLEY PARRAGUIRRE

By_____
Deputy Clerk



CapitalOne

No Hassle REWARDS

MILES ONE VISA SIGNATURE ACCOUNT
4147-0918-5211-1157

MAY 29 - JUN 28, 200

Account Summary

Previous Balance	$9,264.08
Payments, Credits and Adjustments	$277.00
Transactions	$19.00
Finance Charges	$99.98
New Balance	$9,106.06
Minimum Amount Due	$273.00
Payment Due Date	July 28, 2006
Total Revolving Credit Line	$17,000
Total Available Revolving Credit	$.00
Credit Line for Cash	$3,400
Available Credit for Cash	$.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 60024
City Indust CA 91716-0024

Send inquiries to:
Capital One Services
P.O. Box 85012
Richmond, VA 23285-5012

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

Rewards Summary

Previous Mileage Balance:	4,340
Miles this Period:	0
Miles due to expire 07/01/06:	0
Redemptions:	0
Ending Mileage Balance:	4,340

The mileage information reported here may not reflect all purchases on this statement or recent redemptions. For No Hassle Rewards questions or to redeem miles, simply go online to www.capitalone.com/nohasslemiles, or call the No Hassle Rewards center at 1-877-497-8316.

Payments, Credits and Adjustments

1	08 JUN	ELECTRONIC PAYMENT	$277.00

Transactions

2	28 JUN	CAPITAL ONE MEMBER FEE	$19.00

Your request to close your account has been received. Your account will be closed when it reaches a $0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Finance Charges

Please see reverse side for important information

	Balance subject to	*Periodic rate*	*Corresponding APR*	FINANCE CHARGE
PURCHASES	$9,125.66	.03534%	12.90%	$99.98
CASH	$.00	.03534%	12.90%	$.00

ANNUAL PERCENTAGE RATE applied this period 12.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4147091852111157 28 9106060277000273004

New Balance	$9,106.06
Minimum Amount Due	$273.00
Payment Due Date	July 28, 2006
Total enclosed	$
Account Number:	4147-0918-5211-1157

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

#9018034273333294# MAIL ID NUMBER
DEANN J WIESNER
DANIEL WIESNER
1812 SHIFTING WINDS
ST
LAS VEGAS NV 89117-6917

Capital One Bank
P.O. Box 60024
City Indust CA 91716-0024

142592 006471

Please write your account number on your check

PLEASE RETURN THIS PORTION OF THE BILL WITH YOUR PAYMENT

LAS VEGAS VALLEY WATER DISTRICT

1-800-252-2011 (702) 870-4194 WWW.LVVWD.COM

"LEADERS IN SERVICE"

BILL DATE: 8/31/05
ACCOUNT NUMBER: 617638 - 03 - 7
SERVICE ADDRESS: 1812 SHIFTING WINDS ST

DUE DATE	TOTAL DUE
9/28/05	$ 43.80

WIESNER, DAN
WIESNER, DEANN
1812 SHIFTING WINDS ST
LAS VEGAS, NV 89117-6917

LAS VEGAS VALLEY WATER DIST.
1001 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NV 89153-0001

6176380370000000000000043800

REPRINT REQUESTED BY: TULLB

CUSTOMER NAME: WIESNER, DAN
SERVICE ADDRESS: 1812 SHIFTING WINDS ST
BILL DATE: 8/31/05
METER BILLING PERIOD: 8/01/05 - 8/29/05 **TOTAL DAYS:** 28

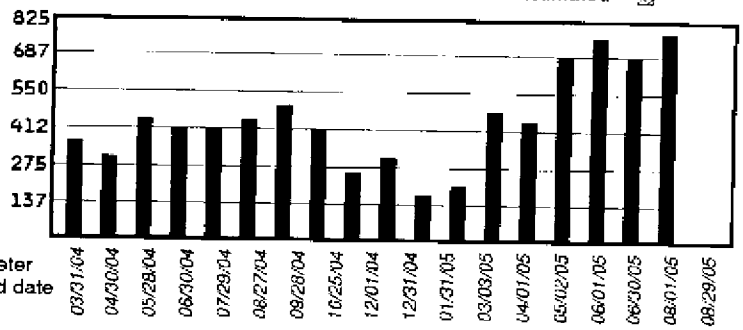
Meter #	Size	Days	Current Reading	Previous Reading	Usage in 1000 Gallons
313988	3/4"	28	1159	1137	22

PREVIOUS BALANCE 8/02/05		$ 87.44
CURRENT PAYMENTS AND CREDITS		
8/19/05 PAYMENT - THANK YOU		$ 100.00CR
8/19/05 PAYMENT - THANK YOU		11.44CR
TOTAL CREDITS		$ 111.44CR
CURRENT CHARGES		
8/18/05 DELINQUENT PROCESSING CHARGE		9.00
8/18/05 SAME DAY ACTIVATION FEE		15.00
** 8/29/05 METER # 313988 TOTAL USAGE 22		
THRESHOLD #1 7 X 1.05		7.35
THRESHOLD #2 7 X 1.75		12.25
THRESHOLD #3 8 X 2.38		19.04
** 8/29/05 SNWA COMMODITY CHARGE METER # 313988 USAGE 22 X .050		1.10
** 8/29/05 SERVICE CHG .1409 X 28 DAYS		3.95
* 8/29/05 SNWA RELIABILITY SURCHARGE		.11
TOTAL CURRENT CHARGES		$ 67.80
TOTAL DUE:		$ 43.80

*A regional reliability surcharge of 0.25% for residential and 2.5% for all other LVVWD customers took effect March 1, 1998. **These charges are used to calculate the reliability surcharge.

Average Daily Use in GALLONS	THIS BILLING PERIOD	PREVIOUS BILLING PERIOD
	786	688

Actual ■ Estimated ▨



Billing Inquiries 870-4194
Additional information on reverse side.

ACCOUNT NUMBER	TOTAL DUE
617638 - 03- 7	$ 43.80

PLEASE PAY TOTAL DUE BY 9/28/05 TO AVOID A 4% LATE CHARGE.

SPECIAL BILL NOTICE

The Water District is converting to a new billing system. This statement represents final charges from the current system prior to the conversion and any adjustments (credit or owing) on your account.

No action is needed on your part at this time

Save this notice for reference. You will receive a new bill soon that will include this balance plus new charges and a new due date.

1

PLEASE RETURN THIS PORTION OF THE BILL WIT YOUR PAYMENT F 00000

LAS EGAS VALLEY WATER DISTRICT

1-800-252-2011 (702) 870-4194 WWW.LVVWD.COM

PAY PAST DUE BY 8/16/05 TO AVOID SHUT-OFF

"LEADERS IN SERVICE"

SHUT-OFF PENDING	PAST DUE
8/16/05	$ 43.31
DUE DATE	CURRENT
8/29/05	$ 44.13
	TOTAL DUE
	$ 87.44

BILL DATE: 8/02/05
ACCOUNT NUMBER: 617638 - 03 - 7
SERVICE ADDRESS: 1812 SHIFTING WINDS ST

WIESNER, DAN
WIESNER, DEANN
1812 SHIFTING WINDS ST
LAS VEGAS, NV 89117-6917

LAS VEGAS VALLEY WATER DIST.
1001 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NV 89153-0001

6176380370000043310000087444

REPRINT REQUESTE Y: TULLB

CUSTOMER NAME: WIESNER, DAN
SERVICE ADDRESS: 1812 SHIFTING WINDS ST
BILL DATE: 8/02/05
METER BILLING PERIOD: 6/30/05 - 8/01/05 **TOTAL DAYS:** 32

Meter #	*Size*	*Days*	*Current Reading*	*Previous Reading*	*Usage in 1000 Gallons*
31 3988	3/4"	32	1137	1115	22

PREVIOUS BALANCE	7/05/05		$ 43.31
CURRENT PAYMENTS AND CREDITS			$ .00
CURRENT CHARGES			
8/01/05 LATE CHARGE 4 PERCENT ON		43.20	$ 1.73
** 8/01/05 METER # 313988 TOTAL USAGE		22	
THRESHOLD #1	8 X 1.05		8.40
THRESHOLD #2	8 X 1.75		14.00
THRESHOLD #3	6 X 2.38		14.28
** 8/01/05 SNWA COMMODITY CHARGE METER # 313988 USAGE	22 X .050		1.10
** 8/01/05 SERVICE CHG .1409 X 32 DAYS			4.51
* 8/01/05 SNWA RELIABILITY SURCHARGE			.11
TOTAL CURRENT CHARGES			$ 44.13
TOTAL DUE:			$ 87.44

*A regional reliability surcharge of 0.25% for residential and 2.5% for all other LVVWD customers took effect March 1, 1998. **These charges are used to calculate the reliability surcharge.

Billing Inquiries 870-4194
Additional information on reverse side.

ACCOUNT NUMBER	TOTAL DUE
617638 - 03- 7	$ 87.44

SERVICE WILL BE SHUT OFF IF PAYMENT OF THE PAST DUE AMOUNT IS NOT IN OUR OFFICE PRIOR TO 5:00 P.M. 8/16/05.

IF PROCESSED FOR SHUT-OFF, THE TOTAL AMOUNT DUE PLUS A $9.00 DELINQUENT PROCESSING FEE & A $15 SAME DAY RESTORATION FEE MUST BE PAID. A SECURITY DEPOSIT OR INCREASE OF SECURITY **DEPOSIT MAY ALSO BE REQUIRED.**

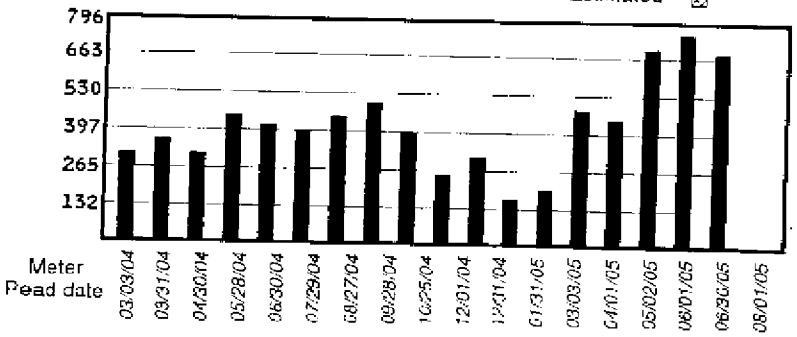
CURRENT AMOUNT IS DUE 8/29/05 TO AVOID A 4% LATE CHARGE.

Average Daily Use In GALLONS

THIS BILLING PERIOD 688

PREVIOUS BILLING PERIOD 759

Actual ■ *Estimated* ▨



SPECIAL BILL NOTICE

The Water District is converting to a new billing system. This statement represents final charges from the current system prior to the conversion and any adjustments (credit or owing) on your account.

No action is needed on your part at this time

Save this notice for reference. You will receive a new bill soon that will include this balance plus new charges and a new due date.

REG 6/03/05 $ 40.31 ** A01 W C02 G M H2 T PREV BAL $ .00
Total pymts/cdts this bill. 24.03- Total charges this bill.. 40.31
011 5/27/05 24.03- PAYMENT (VISA)
631 6/01/05 .00 MTR- 313988 RD 0 1093 1 D- 30 U- 21
201 6/01/05 8.40 * MTR- 313988 1.05 1 D- 30 U- 8
201 6/01/05 12.25 * MTR- 313988 1.75 1 D- 30 1- 7
231 6/01/05 14.28 * MTR- 313988 2.38 1 D- 30 2- 6
293 6/01/05 1.05 * MTR- 313988 SNWA CHG .0500 U- 21
301 6/01/05 4.23 * SERVICE CHARGE 30 DAYS AT .1409/DAY
310 6/01/05 .10 SNWA RELIABILITY SURCHARGE .25%

REG 7/05/05 $ 43.31 ** A01 W C02 G M H2 T PREV BAL $ .00
Total pymts/cdts this bill. 40.31- Total charges this bill.. 43.31
011 6/27/05 40.31- PAYMENT (VISA)
631 6/30/05 .00 MTR- 313988 RD 0 1115 1 D- 29 U- 22
201 6/30/05 7.35 * MTR- 313988 1.05 1 D- 29 U- 7
201 6/30/05 14.00 * MTR- 313988 1.75 1 D- 29 1- 8
231 6/30/05 16.66 * MTR- 313988 2.38 1 D- 29 2- 7
293 6/30/05 1.10 * MTR- 313988 SNWA CHG .0500 U- 22
301 6/30/05 4.09 * SERVICE CHARGE 29 DAYS AT .1409/DAY
310 6/30/05 .11 SNWA RELIABILITY SURCHARGE .25%

DEL 8/02/05 $ 87.44 ** A21 W C02 G M H2 T PAST DUE $ 43.31
Total pymts/cdts this bill. .00 Total charges this bill.. 44.13
435 8/01/05 1.73 LATE CHARGE 4 PERCENT OF PAST DUE- 43.20
631 8/01/05 .00 MTR- 313988 RD 0 1137 1 D- 32 U- 22
201 8/01/05 8.40 * MTR- 313988 1.05 1 D- 32 U- 8
201 8/01/05 14.00 * MTR- 313988 1.75 1 D- 32 1- 8
231 8/01/05 14.28 * MTR- 313988 2.38 1 D- 32 2- 6
293 8/01/05 1.10 * MTR- 313988 SNWA CHG .0500 U- 22
301 8/01/05 4.51 * SERVICE CHARGE 32 DAYS AT .1409/DAY
310 8/01/05 .11 SNWA RELIABILITY SURCHARGE .25%

REG 8/31/05 $ 43.80 ** A01 W C02 G M H2 T PREV BAL $ .00
Total pymts/cdts this bill. 111.44- Total charges this bill.. 67.80
440 8/18/05 9.00 DELINQUENT PROCESSING CHARGE
529 8/18/05 15.00 SAME DAY ACTIVATION FEE
001 8/19/05 100.00- PAYMENT (CASH RECEIPT NUMBER 000000)
011 8/19/05 11.44- PAYMENT (VISA)
631 8/29/05 .00 MTR- 313988 RD 0 1159 1 D- 28 U- 22
201 8/29/05 7.35 * MTR- 313988 1.05 1 D- 28 U- 7
201 8/29/05 12.25 * MTR- 313988 1.75 1 D- 28 1- 7
231 8/29/05 19.04 * MTR- 313988 2.38 1 D- 28 2- 8
293 8/29/05 1.10 * MTR- 313988 SNWA CHG .0500 U- 22
301 8/29/05 3.95 * SERVICE CHARGE 28 DAYS AT .1409/DAY
310 8/29/05 .11 SNWA RELIABILITY SURCHARGE .25%

LAS VEGAS VALLEY
WATER DISTRICT

1 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NV 89153
TELEPHONE, 702/870-2011

Board of Directors
Myrna Williams
PRESIDENT
Yvonne Atkinson Gates
VICE PRESIDENT
Tom Collins
Chip Maxfield
Lynette Boggs McDonald
Rory Reid
Bruce Woodbury

Patricia Mulroy
GENERAL MANAGER

LVVWD.COM

THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

Nevada Power.
nevadapower.com

ACCOUNT NUMBER: 3000154029016870867

Service Address: DAN WIESNER
1812 SHIFTING WINDS ST
LAS VEGAS NV 89117

Customer 001540290
Premise 1687086

06/28/2005

MINIMUM REQUIRED	CURRENT CHARGES	TOTAL AMOUNT DUE	TERMINATION DATE
$90.89	$164.43	$255.32	07/05/2005

If anyone residing at this address is either disabled or 62 years of age or older, please contact your business office to update your account information.

Need help paying your energy bill? Nevada Energy Connection can help. If you have an unpaid balance, you may qualify for assistance to help you catch up. This one-time assistance helps bring your past due charges on your energy bill current which keeps you connected. Call (866) 846-2009 or visit nevadaenergyconnection.nv.gov.

48 HOUR TERMINATION OF SERVICE NOTICE FOR NON-PAYMENT

Dear Customer:

This is a reminder that your account shows a total amount due of $255.32 .
Current charges became past due 15 days after the billing date. **THE MINIMUM AMOUNT REQUIRED IS THE RESULT OF CHARGES INCURRED PRIOR TO 05/17/2005.** If payment has been made, thank you, and please disregard this notice.

If payment has not been made, please pay this bill or contact your nearest business office before 07/05/2005 to avoid termination of service. To restore service(s) if terminated you must contact the business office indicated below and you will be required to pay :

1) The total amount due
2) A reconnect fee of $20.00 and
3) A Security deposit may be required.

IF SERVICE IS TERMINATED FOR NON-PAYMENT, WE MAY NOT BE ABLE TO RESTORE SERVICE UNTIL THE FOLLOWING WORK DAY.

If the total amount of this bill is not paid before the next billing, a 1.5% late charge will be assessed against any balance.

THANK YOU FOR GIVING THIS MATTER YOUR IMMEDIATE ATTENTION

CALL 702-367-5555 FOR ASSISTANCE 24 HOURS A DAY, 7 DAYS A WEEK, EXCLUDING HOLIDAYS.

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NEVADA POWER COMPANY

Nevada Power.

ACCOUNT NUMBER
3000154029016870867

48 HOUR TERMINATION NOTICE

PREVIOUS BALANCE	90.89
CURRENT CHARGES	164.43
TOTAL AMOUNT DUE	**$255.32**
Total amount due before Jul 05, 2005	

Service Address: 1812 SHIFTING WINDS ST
LAS VEGAS NV 89117

4 26.1.1.173 1 AV 0.278 oz 0.430

Please enter amount paid below

$ _____

DAN WIESNER
1812 SHIFTING WIND ST
LAS VEGAS NV 89117

89520-3086

3000154029016870867 0000025532 0000009089 0 009

THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 3000154029016870867

Service Address: DAN WIESNER
1812 SHIFTING WINDS ST
LAS VEGAS,NV 89117

Customer 001540290
Premise 1687086

06/20/2005

A15 B15

Next Meter Read Date	Jul 18, 2005

PREVIOUS BALANCE	PAYMENTS	CURRENT CHARGES	TOTAL AMOUNT DUE	DUE DATE
$90.89	$.00	$164.43	$255.32	Jul 7, 2005

Our records show that a portion of your balance is past due. Payment of your past due balance in the amount of $90.89 is required to avoid an interruption in service.

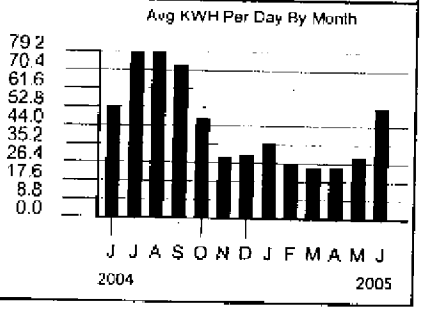
Nevada Energy Connection may help pay your bill, see if you qualify (866) 846-2009.

ELECTRIC - RESIDENTIAL SERVICE

Meter Number	Service Period From	To	Bill Days	Meter Readings Previous	Current	Meter Multiplier	Billing Usage
874086593	May 17	Jun 16	30	9085	10677	1	1,592

ELECTRIC CONSUMPTION	1,592.00	KWH x .0876300	139.51
DEFERRED ENERGY ADJUSTMENT	1,592.00	KWH x .0057800	9.20
CUSTOMER CHARGE			6.00
CITY OF LAS VEGAS FRANCHISE TAX		5%	7.74
UNIVERSAL ENERGY CHARGE	1,592.00	KWH x .0003900	.62
TOTAL ELECTRIC SERVICE AMOUNT			$163.07

USAGE HISTORY	NO. DAYS	KWH	AVG KWH PER DAY	AVG COST PER DAY
THIS MONTH	30	1,592	53.1	5.44
LAST MONTH	29	859	29.6	
LAST YEAR	34	1,798	52.9	



CALL 702-367-5555 FOR ASSISTANCE 24 HOURS A DAY, 7 DAYS A WEEK, EXCLUDING HOLIDAYS.
MAIL REMITTANCE TO: PO BOX 30086 RENO, NEVADA 89520-3086

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NEVADA POWER COMPANY

Nevada Power.

ACCOUNT NUMBER

3000154029016870867

PAST DUE	90.89
CURRENT CHARGES	164.43
TOTAL AMOUNT DUE	$255.32
Current Charges due by Jul 7, 2005	

Service Address: 1812 SHIFTING WINDS ST
LAS VEGAS,NV 89117

!891176917128!
4084.3,88.24249 1 AV 0.279 oz 0.746

DAN WIESNER
1812 SHIFTING WINDS ST
LAS VEGAS NV 89117

Please enter amount paid below

$ _____

89520-3086

30001540290168?0867 0000025532 0000016443 0 005

Sprint

Monthly statement: June 6, 2005

Customer service	Internet address	Customer number
702-244-7400	**sprint.com/local**	**702-254-3402-903**

Summary of Current Charges

	Total
Monthly Service Charges	12.93
Other Charges and Usage	1.01
Taxes and Surcharges	5.47
Total Current Charges	**$19.41**

Previous charges	50.69
Payment	.00
Past due balance	50.69

Total charges due: $70.10

Past due amount – Please pay immediately

Current charges of $19.41 due by Jun 24, 2005

Please recycle

N NNNYYY 2

Please return this portion with payment.

Sprint

Customer service	Internet address	Customer number
702-244-7400	**sprint.com/local**	**702-254-3402-903**

Please pay past due amount of $50.69 immediately.

Total amount due: **$70.10**

$71.50 if received after July 6.

Amount enclosed: _____

Write your 13-digit customer number on check.
Make checks payable to:

Sprint
PO Box 79133
Phoenix AZ 85062-9133

**********AUTO**5-DIGIT 89117
00015824 1 AV 0.278 01 79

DAN WIESNER
1812 SHIFTING WINDS ST
LAS VEGAS NV 89117-6917

24 702254340290 39 000000000019 41 000070100 0520604

SOUTHWEST GAS CORPORATION

Customer Assistance:
(702) 365-1555
TDD/Deaf Device:
(702) 365-2200
Spanish/Espanol:
(702) 871-6303
www.swgas.com

PO BOX 98512
LAS VEGAS, NV 89193

PLEASE RETAIN THIS TOP PORTION FOR YOUR RECORDS

DAN A WIESNER or
DEANN J WIESNER
1812 SHIFTING WINDS ST
LAS VEGAS NV 89117-6917

Service Address: 1812 SHIFTING WINDS ST 89117
Rate Schedule: 510/SG-1 RESIDENTIAL GAS SERVICE
Your Local Office Is 4300 W TROPICANA AVE, LAS VEGAS NV 89103

ACCOUNT NUMBER	CYCLE	DATE MAILED	PAST DUE AFTER	PLEASE PAY AMOUNT DUE
211-4649516-003	09	07/19/05	08/08/05	"A P P"

PREVIOUS BILLING:

Previous Balance	77.20
Payment(s) Since Last Bill - Thank You	38.60CR
Late Pay Charge Including Tax	2.04
Returned Item Fee	10.00
Balance Forward	$50.64

CURRENT BILLING: 30 Days
Meter Reading: Current July 15 6841 - Previous June 15 6825 = 16 X Billing Factor .9569 = Total Therms 15

Gas Usage	15 Therms X	.929410	=	13.94
Purchase Gas Adj	Total Therms X	.100840	=	1.51
Basic Service Charge				8.50
Local Taxes				1.27
Universal Energy Charge				0.05
Current Bill				$25.27
AUTOMATIC PAYMENT PLAN	"APP" AMOUNT			$75.91

*** YOUR "APP" AMOUNT OF $75.91
WILL BE DEDUCTED FROM YOUR BANK ACCOUNT ON 08/08/05 ***

Due date: 08/08/05 Amount due: $75.91

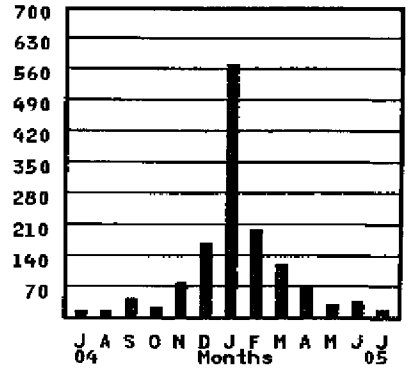
Important Messages:

Your next meter read date is: Aug. 15, 2005

HIGH EFFICIENCY AND FAST RECOVERY...THAT'S WHAT YOU GET WITH A NATURAL GAS WATER HEATER. IMAGINE HAVING LOTS OF HOT WATER FOR SHOWERS, DISH WASHING AND LAUNDRY. CALL THE ENERGY SPECIALISTS FOR YOUR BEST ENERGY VALUE AT 1-800-654-2765.

Gas Usage History Information:

	Therms / Days =	Avg Daily Therms	Avg Monthly Temperature
This Month	15 30	0.50	90
Last Month	30 30	1.00	84
st Year	10 30	0.33	91



Previous Balance		Payments & Adjustments		Balance Forward		Current Bill		Current Balance	AMOUNT DUE
77.20	-	26.56	=	50.64	+	25.27	=	75.91	$75.91

PLEASE SEE REVERSE SIDE FOR RULES AND REGULATIONS ● RETURN BOTTOM PORTION WITH PAYMENT

Ford Credit

P.O. Box 239801
Las Vegas, NV 89123-0040

COSIGNER NOTICE

PII2W3C00502543
DEANN J WIESNER
1812 SHIFTING WINDS
LAS VEGAS NV 89117

Account Number: 031631493
Date of Notice: 9/10/2005

Dear Deann Wiesner,

The primary buyer or lessee under the contract described above has become delinquent or defaulted on the contract. You, as a cobuyer/colessee are also responsible for payments and other obligations on the contract and are included in our credit report experience reporting on the contract. Because we may report this credit experience, we are required by law to notify you of our reporting policies.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

This may be the only notice you will receive about this or future delinquencies on this contract. To view the account status, you may visit us on-line at www.fordcredit.com. If you prefer to access your account by telephone, our automated telephone system provides all of the features of our online account access system. Please dial 1-866-725-7733 to access your account information or speak to a Customer Service Representative.

Please disregard this notice if this matter has already been resolved.

Sincerely,

Dale Revell
Director, Customer Service, North America

554

Capital One®
PO Box 85051
Richmond, VA 23285-5051

Deann J. Wiesner
1812 SHIFTING WINDS ST
LAS VEGAS, NV 89117

15990

October 07, 2005
Re: 00009064500207706
Creditor: Capital One Bank

Dear Deann J. Wiesner:

Thank you for your recent request for a credit card issued by Capital One®. After reviewing your application and/or information obtained from consumer credit report(s), we have determined that we cannot grant your request for credit at this time.

The reason(s) for not approving your request are:

- Based on the credit report from Equifax for Deann J Wiesner, there is a presence of serious delinquency
- Based on the credit report from Equifax for Deann J Wiesner, the length of time since delinquency is too recent or unknown
- Based on the credit report from Equifax for Deann J Wiesner, the balances reported on accounts in a delinquent status are too high
- Based on the credit report from Equifax for Deann J Wiesner, there are too many credit bureau inquiries in the last twelve months

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Equifax Corporation
P O BOX 740241
ATLANTA GA 303740241
8006851111

Experian Corporation
701 EXPERIAN PARKWAY
PO BOX 2002
ALLEN TX 75013
8883973742

Trans Union Corporation
2 BALDWIN PLACE P O BOX 1000
CHESTER PA 19022
800 888 4213

If you feel you have additional information you wish to submit to us that might influence our decision, feel free to write to us at the address listed at the top of this letter. Please include the reference number on any correspondence.

Sincerely,

Capital One

Please see reverse for additional important inf...

Card Services

October 25, 2005

DEANN J WIESNER
STE 2-258
9811 W CHARLESTON BLVD
LAS VEGAS, NV 89117-7528

Application Number: A6688787701

Dear DEANN J WIESNER,

Thank you for your recent application for a Bankcard account. We regret we are unable to approve your request at this time. Your application was processed using a credit scoring system. The principal reason(s) for our decision are:

Obligations currently or formerly past due

In reaching our decision, we relied on information contained in the consumer credit file from the consumer credit reporting agency:

Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742, www.experian.com/reportaccess

The consumer credit reporting agency did not make the credit decision and is unable to provide you with the specific reasons for our decision.

Please contact the credit reporting agency for instructions on obtaining a free copy of your credit file. If you provide the agency with a copy of this letter within 60 days, they will send you a free copy of your consumer credit report. You have the right to dispute the accuracy or the completeness of any information in your report using the dispute resolution procedures accompanying your report.

As a result of our decision, any balance transfer requests included with your credit application will not be processed.

Thank you for your interest in our credit card program. If you have additional information, which could lead to reconsideration of your request, please contact our office.

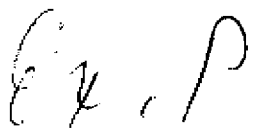
Sincerely,

Deborah Webster

Deborah Webster
Senior Vice President
Bank of America
302.741.1825

9B/BOAI:OF1038/BAC:000001236

SEE OTHER SIDE FOR IMPORTANT INFORMATION



cjh

HOSKIN LAW OFFICE

ATTORNEYS AT LAW

December 9, 2005

Deann Wiesner
1812 Shifting Winds
Las Vegas, NV 89117

For Settlement Purposes Only

Re: Wiesner v. Wiesner

Dear Ms. Wiesner:

Regarding the above-referenced matter, enclosed for your review and/or approval please find a draft Decree of Divorce which was prepared under the direction of my client.

As you will quickly ascertain, the terms and conditions of this Decree differ from those contained in the agreement which the two of you signed on August 31, 2005, when attempting to achieve a settlement of this matter. However, I have been informed that you recently changed your mind.

One intent of the August agreement was that, in lieu of spousal support, you would keep the Shifting Winds residence and eventually pay my client $20,000.00 at the time of sale; however, you are now requesting monthly spousal support, thus invalidating that item in the previous agreement. Therefore, my client wishes to proceed as outlined in the draft Decree, and spousal support has been calculated based on such factors as my client's earnings, your earning potential and the length of the marriage.

A joint legal/physical custodial scenario for Katie has been defined, as well as Dan's child support obligation to you, based upon NRS 125B.070. Naturally, when you are gainfully employed, his child support obligation will be modified per the language of the Decree.

My client agreed that you may keep the Shifting Winds residence, so long as you are able to refinance the same in your own name within sixty days and use the funds to buy out his interest in the community. The amount of that buyout has been calculated based upon the listing of community assets attached to the Decree. Should you be unwilling or unable to refinance the residence in your own name, the home will need to be sold, the mortgage paid, the remaining equity equally divided and a smaller buyout of the community paid to Dan from your portion.

1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4710

I would appreciate correspondence from you on or before December 16, 2005 with either your acceptance of this Decree as prepared or with a written counterproposal which I can then present to my client for his consideration.

Sincerely,

Hoskin Law Office

Charles J. Hoskin, Esq.

CJH/lki
Enclosure
CC: Client

December 16, 2005

FAXED TO: 258-4740

Charles Hoskins, Esq.
1336 S. Decatur Blvd.
Las Vegas NV 89102

Dear Attorney Hoskins:

I am in receipt of your letter dated December 9, 2005, and attachment entitled Decree of Divorce.

Your letter states you have been informed that I requested alimony. I contacted Linda of your office who stated Dan informed you that I requested alimony. Linda denied any documentation exists supporting his allegation. However, you use this unsubstantiated allegation to negate the Dissolution Agreement.

You request a December 16th response to the Divorce Decree after your mailing it December 12th.

I have reviewed your Divorce Decree. Your Divorce Decree is an attempt to negate the Dissolution Agreement. You are attempting to deny the fact only two issues remain in this divorce as stated in the Dissolution Agreement - child support amount and pension. The property has been divided, Katie's visitation established, and support agreed to. The two remaining issues can be resolved apart from court. This leaves Katie's best interests in the hands of her parents who have shown the ability to agree to her best interests.

You are obstructing resolution of this divorce resulting in Katie's welfare being jeopardized. I have requested mediation of you and been denied. Dan has requested mediation of you. Dan denied mediation after he told me you told him not to proceed in mediation at this time because it would cost him your fee of $350/hr. Please reference my letter dated November 29, 2005, requesting your assistance in working toward resolution of this divorce. Instead, you continue to counsel against mediation.

Again, I request mediation. Should you deny mediation a third time, I am given no alternative but to proceed in court.

DeAnn Wiesner



Statement

Jeanne Winkler & Associates
500 S. Rancho Drive
Suite A-2
Las Vegas, Nevada 89106

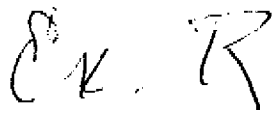
Date
1/2/2006

To:
DeAnn Justine Wiesner 1812 Shifting Winds Street Las Vegas, NV 89177

Amount Due	Amount Enc.
$999.50	

Date	Transaction	Amount	Balance
10/31/2005	Balance forward		0.00
	Divorce/Child Custody-		
11/01/2005	INV #220. Due 11/01/2005.	2,849.50	2,849.50
11/02/2005	PMT Payment Received - Consultation	-100.00	2,749.50
12/02/2005	PMT #T2368. Transferred from trust - Nov. billing	-1,750.00	999.50

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	999.50	0.00	0.00	$999.50



Rob Graham & Associates

Robert C. Graham, Esq.†
Linda M. Graham, Esq.†
Anthony Werrett, Esq.*
Natali Morris, Esq.*
† Licensed in Nevada
* Licensed in Utah

Nevada Office
7375 W. Peak Dr., #220
Las Vegas, Nevada 89128
Voice
(702) 255-6161
Facsimile
(702) 255-8383

Utah Office
249 E. Tabernacle, #301
St. George, Utah 84770
Voice
(435) 628-0409
Facsimile
(435) 986-9720

August 11, 2006

Ms. DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117

RE: Wiesner vs. Wiesner
Case No.: D345508

Dear DeAnn:

I am enclosing a check in the amount of $1,000.00 which I pledged to send to you to cover the recommendation of the commissioner for an award of attorney fees relating to the discovery dispute. As discussed, I will be preparing a motion to withdraw in the upcoming week. If you find a new attorney before that motion is heard, I can substitute the new counsel without the hearing to expedite the replacement of this firm.

As to the delays that caused the award of fees, I will express to you my regret for anything I may have done or any inaction on my part that may have caused you any harm. That certainly has not been my intent nor desire since the beginning.

What's more, it was wrong for me to engage you in an argument at the court regarding the discovery delays. That lacked class on my part. I have been fighting hard to put your case in its best position and was unnecessarily defensive. I still believe in you and in what you are trying to do. I joined your case because I perceived an injustice was occurring and I felt I had to respond to it. I regret that I could not give it more time and attention. I hope that our work has at least leveled the playing field and given you back some momentum going forward. Please believe that I do sincerely wish you and your daughter,

My best regards,

Rob Graham

RCG:ec

ORIGINAL

FILED
SEP 5 10 54 AM '06

CERT
ROB GRAHAM & ASSOCIATES
ROBERT C. GRAHAM, ESQ.
Nevada Bar No. 4618
7375 West Peak Drive, Ste 220
Las Vegas, Nevada 89128
702/255-6161
Attorney for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

DANIEL WIESNER

Plaintiffs,

v.

DEANN WIESNER,

Defendants.

CASE NO.: D345508
DEPT NO.: H

DATE OF HEARING:
TIME OF HEARING:

EX PARTE APPLICATION FOR ORDER SHORTENING TIME AND ORDER SHORTENING TIME ON MOTION TO WITHDRAW

CERTIFICATE OF MAILING

I hereby certify that on this 15th day of September, 2006 I mailed copies of the Ex Parte Application For Order Shortening Time and Order Shortening Time on the Motion to Withdraw via first class, postage-prepaid mail to the following:

DEANN WIESNER
1812 Shifting Winds
Las Vegas, Nevada 89117

CHARLES HOSKIN, ESQ.
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102

CLARK COUNTY PRO BONO PROJECT
800 S. Eighth Street
Las Vegas, Nevada 89101

An Employee of Rob Graham & Associates

ROB GRAHAM & ASSOCIATES
7375 West Peak Drive, Suite 220
Las Vegas, Nevada 89128
(702) 255-6161 - Fax 255-8383

RECEIVED
SEP 0[illegible]
COUN[illegible]

ASSG

ORIGINAL

ORDR
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447

Attorney for Plaintiff

FILED
SEP 27 2 31 PM '06

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

CASE NO. D 345508
DEPT. H

Date of Hearing: September 18, 2006
Time of Hearing: 9:00 a.m.

ORDER

This matter having come on for hearing this 18th day of September 2006, upon Defendant's Motion for Partial Summary Judgment in Order to Limit Discovery to Contested Issues and Request for Attorney's Fees; Plaintiff's Countermotion to Compel Discovery and Attorney's Fees; and Attorney Graham's Motion to Withdraw as Attorney of Record; Plaintiff being present and represented by his counsel, CHARLES J. HOSKIN, ESQ., of the HOSKIN LAW OFFICE; Defendant being present; JOHN P. ALDRIDGE, ESQ., appearing on behalf of Attorney Graham; the Court having reviewed the papers and

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RECEIVED
SEP 27 2006
CLERK COUNTY

pleadings on file herein, having heard the arguments of counsel and good cause appearing:

IT IS HEREBY ORDERED that Mr. Graham's Motion to Withdraw is hereby GRANTED. He shall submit a separate Order granting that withdrawal.

IT IS FURTHER ORDERED that Defendant's Motion for Partial Summary Judgment is hereby DENIED.

IT IS FURTHER ORDERED that Defendant's Motion to Limit Discovery is also DENIED.

IT IS FURTHER ORDERED that the Order from the Discovery Commissioner is CONFIRMED and Defendant shall provide complete and good faith responses to Plaintiff's discovery requests on or before October 2, 2006.

IT IS FURTHER ORDERED that, should Defendant fail to timely respond in good faith to those discovery requests, she shall be sanctioned in the amount of One-Thousand Dollars ($1,000.00).

IT IS FURTHER ORDERED that Plaintiff's Motion to Compel Discovery is also GRANTED.

IT IS FURTHER ORDERED that, the One-Thousand Dollars ($1,000.00) previously awarded to Plaintiff by the Discovery Commissioner is to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office.

. . .

. . .

. . .

. . .

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

IT IS FURTHER ORDERED that any further award of fees shall be deferred pending further order of the Court.

IT IS SO ORDERED this 25 day of September 2006.

DISTRICT COURT JUDGE

T. ARTHUR RITCHIE, JR.

Submitted by:

HOSKIN LAW OFFICE

CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, NV 89106
Attorney for Plaintiff

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORIGINAL

FILED

Oct 2 3 40 PM '06

NEO
CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
HOSKIN LAW OFFICE
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
(702) 240-4447

Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. D 345508 DEPT. H Date of Hearing: September 18, 2006 Time of Hearing: 9:00 a.m.

NOTICE OF ENTRY OF ORDER

TO: DEANN WIESNER, Defendant in Proper Person

PLEASE TAKE NOTICE that an **Order** was entered in the above-entitled matter on the 27th day of September 2006, a copy of which is attached hereto.

DATED this 28th day of September 2006.

HOSKIN LAW OFFICE

By _____
CHARLES J. HOSKIN, ESQ.
Nevada Bar #4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
Attorney for Plaintiff

1

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

CERTIFICATE OF MAILING

I hereby certify that I am an employee of HOSKIN LAW OFFICE and that on the 28th day of September 2006, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with postage fully prepaid thereon for regular U.S. Mail, a true and correct copy of the above and foregoing **Notice of Entry of Order**, addressed to:

DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117
Defendant in Proper Person

Dawnie R. Hughes
An employee of Hoskin Law Office

ORDR
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447

Attorney for Plaintiff

FILED
SEP 27 2 31 PM '06

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.		CASE NO. DEPT. Date of Hearing: Time of Hearing:	D 345508 H September 18, 2006 9:00 a.m.

ORDER

This matter having come on for hearing this 18th day of September 2006, upon Defendant's Motion for Partial Summary Judgment in Order to Limit Discovery to Contested Issues and Request for Attorney's Fees; Plaintiff's Countermotion to Compel Discovery and Attorney's Fees; and Attorney Graham's Motion to Withdraw as Attorney of Record; Plaintiff being present and represented by his counsel, CHARLES J. HOSKIN, ESQ., of the HOSKIN LAW OFFICE; Defendant being present; JOHN P. ALDRIDGE, ESQ., appearing on behalf of Attorney Graham; the Court having reviewed the papers and

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

pleadings on file herein, having heard the arguments of counsel and good cause appearing:

IT IS HEREBY ORDERED that Mr. Graham's Motion to Withdraw is hereby GRANTED. He shall submit a separate Order granting that withdrawal.

IT IS FURTHER ORDERED that Defendant's Motion for Partial Summary Judgment is hereby DENIED.

IT IS FURTHER ORDERED that Defendant's Motion to Limit Discovery is also DENIED.

IT IS FURTHER ORDERED that the Order from the Discovery Commissioner is CONFIRMED and Defendant shall provide complete and good faith responses to Plaintiff's discovery requests on or before October 2, 2006.

IT IS FURTHER ORDERED that, should Defendant fail to timely respond in good faith to those discovery requests, she shall be sanctioned in the amount of One-Thousand Dollars ($1,000.00).

IT IS FURTHER ORDERED that Plaintiff's Motion to Compel Discovery is also GRANTED.

IT IS FURTHER ORDERED that, the One-Thousand Dollars ($1,000.00) previously awarded to Plaintiff by the Discovery Commissioner is to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office.

. . .

. . .

. . .

. . .

. . .

IT IS FURTHER ORDERED that any further award of fees shall be deferred pending further order of the Court.

IT IS SO ORDERED this 25th day of September 2006.

T. ARTHUR RITCHIE, JR.
DISTRICT COURT JUDGE

Submitted by:

HOSKIN LAW OFFICE

CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, NV 89106
Attorney for Plaintiff

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORIGINAL

AFFT
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447
Attorney for Plaintiff

FILED
Oct 4 3 36 PM '06
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. D 345508 DEPT. H Date of Hearing: Time of Hearing:

AFFIDAVIT OF BONNIE R. HUGHES,
HOSKIN LAW OFFICE RECEPTIONIST

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

BONNIE R. HUGHES, being first duly sworn, deposes and says:

1. That I am the receptionist for the Hoskin Law Office.

2. That on Tuesday, September 26, 2006, an unknown female came into the office, accompanied by a female child, at 11:20 a.m.

3. That she presented me with a "Certificate of Receipt" and asked that I sign it.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RECEIVED
OCT - 4 2006
COUNTY CLERK

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

4. That I did sign a receipt for copies of "Defendant's First Set of Interrogatories, Defendant's First Set of Document Requests" and, evidently, a copy of $1,000.00 in cash. *(A copy of that Certificate is attached hereto as Exhibit 1.)*

5. That because she had given me only the original "Certificate of Receipt," I did step away from my desk to make a copy for our records and gave the original back to the unknown female.

6. That after the unknown female left the Hoskin Law Office, and upon further examin6tion of the documentation, neither the actual $1,000.00 cash nor a copy of the cash was attached.

7. That at no time did the woman show me the money or count it out for me.

8. That Hoskin Law Office has a long-standing office policy to provide a separate receipt whenever cash is accepted at the office. *(A copy of such a receipt is attached hereto as Exhibit 2.)*

FURTHER AFFIANT SAYETH NAUGHT.

Bonnie R. Hughes
BONNIE R. HUGHES

SUBSCRIBED AND SWORN to before me
this 3rd day of October 2006.

Rena G. Hughes
NOTARY PUBLIC

Exhibit 1

CERTIFICATE OF RECEIPT

I HEREBY CERTIFY that I received a copy of:

DEFENDANT'S FIRST SET OF INTERROGATORIES

DEFENDANT'S FIRST DET OF DOCUMENT REQUESTS

$1,000 IN CASH

on 26th day of September 20 06.

Donnie R Hughes for Charles J. Hoskin, Esq.
11:20 AM

Charles Hoskin
1336 W. Decatur Blvd.
Las Vegas NV 89102

Exhibit 2

RECEIPT

DATE ___ ___ ___

cjh

Hoskin
& Associates

FROM _____ $ _____

___ ___ _____ ___ ___ ___ DOLLARS

☐ CASH
☐ CHECK
#_____
☐ MONEY ORDER

FOR _____

BY _____

ORIGINAL

AFFT
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447
Attorney for Plaintiff

FILED
Oct 4 3 36 PM '06
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

CASE NO. D 345508
DEPT. H

Date of Hearing:
Time of Hearing:

AFFIDAVIT OF CHARLES J. HOSKIN

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

CHARLES J. HOSKIN, being first duly sworn, deposes and says:

1. That I am an attorney duly licensed to practice law in the State of Nevada, I have been retained to represent Daniel Wiesner with regard to the above-entitled action. I have personal knowledge of the facts contained herein and am competent to testify thereto.

2. When we were last before this Court on this matter, Judge Marren specifically ordered Deann Wiesner to provide complete and good-faith responses to my client's

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RECEIVED
OCT - 4 2006
COUNTY CLERK

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

discovery requests on or before October 2, 2006. The Court also ordered that the $1,000.00 previously awarded to my client by the Discovery Commissioner to be post-marked no later than September 19, 2006 to my office. The Court will recall that Deann indicated that she had received the $1,000.00 from Mr. Graham's office in mid-August 2006.

3. On September 21, 2006, at approximately 9:30 a.m., I received a telephone call from Deann Wiesner. The expressed purpose of her telephone call was to request an extension of the discovery deadline so that she could propound discovery requests upon my client. I advise her that so long as I received a request within seven (7) days, I would make every effort to respond to the discovery requests prior to the upcoming trial date.

4. Before ending the conversation, I queried Ms. Wiesner with regard to the $1,000.00 she was to mail to my office. She indicated that she would not be mailing it to my office, but that she would be delivering the funds to my office when she delivered the discovery requests. I reminded her that such action, and failing to mail the check by September 19, 2006, placed her in contempt of Court.

5. Upon mentioning of the word "contempt," Ms. Wiesner became irate and demanded that I file a motion to have her held in contempt because she wanted to get back in front of the Court sooner. I advised her that I would do so and hung up the phone.

6. On September 26, 2006, at approximately 1:00 p.m., I returned to my office following lunch to find a "Certificate of Receipt" signed by Bonnie Hughes, my receptionist, at 11:20 a.m. The "Certificate of Receipt" indicates that "I received a copy of: Defendant's First Set of Interrogatories Defendant's First Det [sic] of Document Requests $1,000.00 in cash." *(A copy of that Certificate is attached hereto as Exhibit 1.)* In reviewing the documents, it appeared that there was no copy of the $1,000.00 in cash, nor any actual cash.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

7. I queried Ms. Hughes concerning the $1,000.00 in cash. She indicated that she did not receive either a copy of $1,000.00 in cash or any actual cash.

8. The Court should be aware that whenever cash comes into my office, a separate receipt, prepared by my office staff, is given to the person providing the cash.

9. The Court should also be aware that Ms. Hughes has been my receptionist for approximately five (5) years and has taken a substantial amount of cash at the front desk. I have never had any reason to doubt that the cash she receives is the cash that makes its way to my accounting system. Such is the reason for the receipt policy for any cash that comes through the office.

10. Ms. Hughes advised me that it was necessary for her to leave the reception desk to make a copy of the single-page documentation which was delivered by and returned to Ms. Wiesner. Ms. Wiesner failed to bring any extra copies.

11. As a result of the non-receipt of the cash, I requested my Office Manager to contact Ms. Wiesner to advise her that the funds had not been left with the receptionist. I requested that both my Office Manager and Receptionist to prepare affidavits of this incident, including Ms. Wiesner's response; those affidavits are filed concurrently to this affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

CHARLES J. HOSKIN

SUBSCRIBED AND SWORN to before me
this 31st day of October 2006.

NOTARY PUBLIC

Exhibit 1

CERTIFICATE OF RECEIPT

I HEREBY CERTIFY that I received a copy of:

DEFENDANT'S FIRST SET OF INTERROGATORIES

DEFENDANT'S FIRST DET OF DOCUMENT REQUESTS

$1,000 IN CASH

on 26th day of September 20 06.

Lonnie R Hughes for Charles J. Hoskin, Esq.
11:20 AM

Charles Hoskin
1336 W. Decatur Blvd.
Las Vegas NV 89102

ORIGINAL

AFFT
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447

Attorney for Plaintiff

FILED
Oct 4 3 37 PM '06
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

CASE NO. D 345508
DEPT. H

Date of Hearing:
Time of Hearing:

AFFIDAVIT OF TERI HOSKIN, HOSKIN LAW OFFICE MANAGER

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

TERI HOSKIN, being first duly sworn, deposes and says:

1. That I am an the Office Manager for the Hoskin Law Office.

2. That on Tuesday, September 26, 2006, at approximately 1:15 p.m., I was provided, by our receptionist, Bonnie R. Hughes, Defendant's "Certificate of Receipt" for copies of Defendant's First Set of Interrogatories, Defendant's First Det [sic] of Document Requests, and $1,000.00 in cash.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RECEIVED
OCT - 4 2006
COUNTY CLERK

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

3. That upon going through the papers, there was only Defendant's First Set of Interrogatories and Defendant's First Det [sic] of Documents Requests attached. There was neither $1,000.00 in cash nor a copy of $1,000.00 attached.

4. That upon not finding the cash, I asked Bonnie R. Hughes concerning the money. Bonnie informed me that there was not any money given to her, even though she signed for a copy of it.

5. That I did immediately call Deann Wiesner at (702) 254-3402 to inquire as to the $1,000.00. When the telephone was answered, I asked to speak with Deann. She replied that she was Deann. I then introduced myself as Teri, from Charles Hoskin's office, and asked her about the money that was supposed to be attached to the Certificate of Receipt. Deann stated, "Well, you signed for it."

6. I told Deann that it was signed for, but that it was not attached to the documentation. Deann then asked if the phone call was a joke. I told her that it was not. Deann then told me that she counted it out in front of my receptionist. Deann asked me then what my name was again, and I told her again that it was Teri. She then stated that she "didn't have time for this" and then slammed down the telephone.

7. That I did ask my receptionist, Bonnie R. Hughes, if Deann had counted the money out in front of her. Bonnie stated that Deann did not count out any money in front of her or give her any money at all. I asked Bonnie if she could remember anything specific about the conversation with Deann or what happened. Bonnie stated that after she signed for the documents, she had to step away from the desk to make a copy for

. . .

. . .

Deann because she only brought the original. Bonnie also stated that Deann had a young girl with her.

FURTHER AFFIANT SAYETH NAUGHT.

TERI HOSKIN

SUBSCRIBED AND SWORN to before me this 3rd day of October 2006.

NOTARY PUBLIC

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORIGINAL

97

CERT
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447

Attorney for Plaintiff

FILED
Oct 5 4 46 PM '06
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. D 345508 DEPT. H Date of Hearing: n/a Time of Hearing: n/a

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Hoskin Law Office, and that on the 5th day of October 2006, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with postage fully prepaid thereon, a true and correct copy of **1) Affidavit of Bonnie R. Hughes, Hoskin Law Office Receptionist, 2) Affidavit of Teri Hoskin, Hoskin Law Office Manager, 3) Affidavit of Charles J. Hoskin,** addressed to:

DeAnn Wiesner
1812 Shifting Winds
Las Vegas, NV 89117
Defendant in Proper Person

Bonnie R Hughes
An employee of the Hoskin Law Office

1

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORIGINAL

FILED

Oct 5 11 03 AM '06

CLERK

RAR
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
(702) 240-4447

Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * * * * * *

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

CASE NO. D 345508
DEPT. H

Date of Hearing: August 11, 2006
Time of Hearing: 1:30 p.m.

REPORT & RECOMMENDATIONS

Plaintiff's Motion to Compel Production of Documents and Answers to Interrogatories and for Attorney's Fees came on regularly for hearing this 11th day of August 2006, before Discovery Commissioner, Morissa Schechtman; Plaintiff, being represented by his counsel, Charles J. Hoskin, Esq.; Defendant being present and represented by her counsel, Robert C. Graham, Esq.; the Court, after considering the pleadings and papers on file herein, as well as the arguments of counsel, and good cause appearing, finds as follows:

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

AUG 2 3 2006
GUARDIANSHIP

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

1. That Defendant failed to timely respond to the discovery requests.

2. That when Defendant did respond to those discovery requests, the responses were inadequate.

3. That Defendant has filed a Motion for Partial Summary Judgment and Order to Limit Discovery to Contested Issues, and Request For Attorney's Fees, which is set before the Department H on September 18, 2006, at 9:00 a.m. That the decision of the Court concerning that motion may impact the amount of discovery which will be necessary in the instant matter.

4. That Plaintiff is entitled, at least, to complete discovery as to the issues which are agreed remain contested for trial, division of Plaintiff's pension and child support.

5. That should Defendant's Motion for Partial Summary Judgment and Order to Limit Discovery to Contested Issues be unsuccessful, that Plaintiff is entitled to complete responses to all discovery requests within two (2) weeks of that hearing date.

6. That Plaintiff is entitled to attorney's fees for forcing Defendant to produce the requested discovery.

RECOMMENDATION

1. That Plaintiff's Motion to Compel Production of Documents and Answers to Interrogatories is hereby GRANTED.

2. That Defendant shall produce any and all discovery relating to the issues of division of Plaintiff's pension and child support to Plaintiff's counsel's office on or before 4:00 p.m. on August 23, 2006.

3. That Department H shall make a determination with regard to the discoverability of the remaining issues. Should Department H indicate that the remaining issues are discoverable, Defendant shall have two (2) weeks from the date of that hearing within which to produce the remaining requested documentation and Answers to Interrogatories.

. . .

4. That Plaintiff is awarded attorney's fees in the amount of $1,000.00, which amount is reduced to JUDGMENT against Defendant, DEANN WIESNER.

DATED this 8th of September 2006.

DISCOVERY COMMISSIONER

Submitted by:
HOSKIN LAW OFFICE

By_____
CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102
Attorney for Plaintiff

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

NOTICE

Pursuant to NRCP 53 you are hereby notified that you have ten (10) days from the date you receive this document within which to file written objections.

[The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office.]

A copy of the foregoing Discovery Commissioner's Report was:

☑ Placed in the folder of Plaintiff's counsel in the Clerk's Office on the 11 day of Sept 2006

☑ Placed in the folder of Defendant's counsel in the Clerk's Office on the 11 day of Sept 2006.

SHIRLEY PARRAGUIRRE

By Patricia Camacho
Deputy Clerk

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORDER

The Court, having reviewed the above report and recommendations prepared by the Discovery Commissioner and,

☐ The parties having waived the right to object thereto,

☑ No timely objections having been filed thereto,

☐ Having received the objections thereto and the written arguments in support of said objections, and good cause appearing,

☑ IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendations are affirmed and adopted.

☐ IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendations are affirmed and adopted and modified in the following manner. (Attached hereto).

☐ IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is set for _____, 2006.

DATED this 26 day of September 2006.

DISTRICT COURT JUDGE
T. ARTHUR RITCHIE, JR.

I hereby certify that on the date filed, copies of this Order were served by placing copies in the attorneys' folders or mailing to parties in proper person at the following addresses:

Charles J. Hoskin, Esq.
1336 S. Decatur Blvd.
Las Vegas, Nevada 89102

Robert C. Graham, Esq.
7375 W. Peak Dr., #220
Las Vegas, NV 89128

SHIRLEY PARRAGUIRRE

By Patricia Camacho
Deputy Clerk
10/5/06

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

FILED
Oct 9 8 13 AM '06
CLERK

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

CASE NO. D 345508
DEPT. H

FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)

Party Filing Motion ☒ Plaintiff ☐ Defendant

Motion and Order to Show Cause Why Defendant Should Not Be Held in Contempt of Court Orders, to Enforce Sanctions, to Continue Trial, for Attorney Fees and Costs and for Further Relief

Motions and Oppositions to Motions filed after entry of final Decree or Judgment are subject to the Re-open filing fee of $25.00, unless specifically excluded. NRS 19.0312	Mark correct answer with an "X."	YES	NO
	1. A final Decree/Custody Order as NOT been entered.	✓	
	2. This document is filed solely to adjust the amount of support for a child. No other request is made.		✓
	3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order. If YES, provide file date of Order:_____		✓
	4. This is a UIFSA case.		✓
	If you answered YES to any of the questions above, you are not subject to the $25 fee.		

☐ Motion/Opp IS subject to $25.00 filing fee ☒ Motion/Opp IS NOT subject to filing fee

Charles J. Hoskin, Esq.

October 3, 2006
Date

RECEIVED
OCT - 6 2006
COUNTY CLERK

ORIGINAL

35

001
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447
Attorney for Plaintiff

FILED
Oct 9 8 13 AM '06
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER,

Plaintiff,

vs.

DEANN WIESNER,

Defendant.

CASE NO. D 345508
DEPT. H

Date of Hearing:
Time of Hearing:

MOTION AND ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT ORDERS, TO ENFORCE SANCTIONS, TO CONTINUE TRIAL, FOR ATTORNEY FEES AND COSTS AND FOR FURTHER RELIEF

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, Plaintiff, DANIEL A. WIESNER, by and through his attorney, Charles J. Hoskin, Esq., of the Hoskin Law Office, and moves this Court to enter an Order requiring

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

RECEIVED
OCT - 6 2006
COUNTY CLERK

MC

OCT - 5 2006

Defendant to appear and show cause why she should not be held in contempt for failing to comply with numerous orders and to enforce the $1,000.00 sanctions referenced therein. Plaintiff also requests that this Court enter an Order awarding additional attorney's fees for having to bring this motion before the Court. It is also necessary to continue the current trial date of October 31, 2006.

This Motion is made and based upon the papers and pleadings on file herein, the attached points and authorities, and such oral argument as may be adduced at the hearing of this matter.

DATED this 3rd day of October 2006.

HOSKIN LAW OFFICE

By _____
CHARLES J. HOSKIN, ESQ.
Nevada State Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
Attorney for Plaintiff

ORDER TO SHOW CAUSE

TO: DEANN WIESNER, Defendant in Proper Person

You are hereby ordered to appear and show cause why you should not be held in contempt for failure to comply with the Court Orders before the above-entitled Court on the 17 day of October, 2006 at 11:00 a.m. of that said day or soon thereafter as counsel can be heard in Department H.

DATED this 3rd day of October 2006.

_____
DISTRICT COURT-FAMILY DIVISION
T. ARTHUR RITCHIE, JR.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1335 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

AFFIDAVIT OF CHARLES J. HOSKIN
IN SUPPORT OF ORDER TO SHOW CAUSE

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

CHARLES J. HOSKIN, being first duly sworn, deposes and says:

1. I am an attorney duly licensed to practice law in the State of Nevada, I represent Plaintiff in the above-entitled matter, I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

2. The parties were before this Court on September 18, 2006, on Defendant's "Motion for Partial Summary Judgment and Order to Limit Discovery of Contested Issues and Request for Attorney's Fees" and Plaintiff's "Countermotion Compel Discovery and Attorney's Fees"; that the Court granted Plaintiff's requests and gave specific orders to Defendant

a. Confirming the Order from the Discovery Commissioner and ordering that discovery responses should be provided by October 2, 2006;

b. Sanctioning Defendant the amount of $1,000.00 should she fail to produce discovery by October 2, 2006; and

c. Reaffirming Defendant's previously ordered attorney's fees to be postmarked to Plaintiff's counsel by September 19, 2006

3. The resultant Order from that hearing, filed September 27, 2006 *(a copy of which is attached hereto as Exhibit 1)*, states in pertinent part:

> IT IS FURTHER ORDERED that the Order from the Discovery Commissioner is CONFIRMED and Defendant shall provide complete and good faith responses to Plaintiff's discovery requests on or before October 2, 2006.

IT IS FURTHER ORDERED that, should Defendant fail to timely respond in good faith to those discovery requests, she shall be sanctioned in the amount of One-Thousand Dollars ($1,000.00).

IT IS FURTHER ORDERED that Plaintiff's Motion to Compel Discovery is also GRANTED.

IT IS FURTHER ORDERED that the One-Thousand Dollars ($1,000.00) previously awarded to Plaintiff by the Discovery Commissioner is to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office.

4. That, pertaining to the above-referenced Order, Defendant was present at the September 18, 2006 hearing and was mailed a "Notice of Entry of Order" on September 28, 2006; thus, Defendant is aware of her obligations under various court orders.

5. That Defendant has failed and refused to provide discovery responses to me by the court-ordered date of October 2, 2006.

6. That on that very court-ordered discovery deadline of October 2, 2006, Defendant confirmed in written correspondence to me that she had no intention of providing those discovery responses because "I will be out of town this week. I will deliver the interrogatory and document request responses to you when I return." *(A copy of that correspondence is attached hereto as Exhibit 2.)*

7. That, while Defendant will claim she paid the "One-Thousand Dollars ($1,000.00) previously awarded to Plaintiff by the Discovery Commission," in actuality she did not–though she will claim otherwise.

8. That the $1,000.00 payment was "to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office"; however, her purported **hand-delivered** payment

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1396 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

to my office was dated September 26, 2006–one week later than she was ordered to have it **postmarked** to my office.

9. That an incident occurred at the Hoskin Law Office on September 26, 2006, at approximately 11:20 a.m., wherein my receptionist signed Defendant's "Certificate of Receipt" for copies of Defendant's First Set of Interrogatories, Defendant's First Det [sic] of Document Requests, and $1,000.00 in cash. However, while the two discovery requests were delivered by Defendant to my office, neither actual cash nor a "copy of $1,000 in cash" was delivered. *(A copy of that Certificate is attached hereto as Exhibit 3.)*

10. That my affidavit memorializing the incident, as well as affidavits by my Receptionist and Office Manager, were prepared, filed and attached hereto.

11. That based upon Defendant's failure to comply with this Court's orders regarding production of discovery materials and payment of previously attorney's fees, she should be required to appear and show cause why she should not be held in contempt of this Court's orders.

FURTHER AFFIANT SAYETH NAUGHT.

BY: _____
CHARLES J. HOSKIN, ESQ.

SUBSCRIBED AND SWORN to before me
this 3rd day of October 2006.

_____
NOTARY PUBLIC

Bonnie R. Hughes
Notary Public
State of Nevada
My appt. exp. Apr 27, 2008
Certificate No. 94-5156-1

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

POINTS AND AUTHORITIES

I.

PRELIMINARY FACTS

The parties to this action–Plaintiff, DANIEL A. WIESNER (Daniel), and Defendant, DEANN WIESNER (DeAnn)–last appeared before this Court on September 18, 2006, for DeAnn's "Motion for Partial Summary Judgment and Order to Limit Discovery of Contested Issues and Request for Attorney's Fees" and Daniel's "Countermotion Compel Discovery and Attorney's Fees." As a result of that February 2006 hearing, the Court found, in pertinent part, as follows:

> IT IS FURTHER ORDERED that the Order from the Discovery Commissioner is CONFIRMED and Defendant shall provide complete and good faith responses to Plaintiff's discovery requests on or before October 2, 2006.
>
> IT IS FURTHER ORDERED that, should Defendant fail to timely respond in good faith to those discovery requests, she shall be sanctioned in the amount of One-Thousand Dollars ($1,000.00).
>
> IT IS FURTHER ORDERED that Plaintiff's Motion to Compel Discovery is also GRANTED.
>
> IT IS FURTHER ORDERED that the One-Thousand Dollars ($1,000.00) previously awarded to Plaintiff by the Discovery Commissioner is to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office.

DeAnn failed and refused to provide the required discovery requests by the court-ordered date of October 2, 2006; furthermore, she confirmed in written correspondence to Daniel's attorney that she had no intention of meeting that deadline–thus essentially "thumbing her nose" at this Court. *(See Exhibit 2)*

. . .

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

DeAnn seems to be under the impression that a court order can be arbitrarily and unilaterally modified to fit her own personal agenda. Such has been her method of operation since the filing of the Complaint.

The trial for this matter is currently set for October 31, 2006; however, since DeAnn has failed to produce any discovery, Daniel's counsel cannot adequately prepare. As such, the trial must be continued.

Furthermore, Daniel should be awarded additional reasonable attorneys' fees of $1,500.00 for having to bring this motion before the Court.

II.

ARGUMENT

A. Defendant Should Be Required to Appear and Show Cause Why She Should Not Be Held in Contempt of Court Orders.

NRS 22.010 states, in pertinent part:

> The following acts or admissions shall be deemed contempt:...
> (3) disobedience or resistance to any lawful writ, order, rule, or process issued by the Court or Judge at chambers.

DeAnn has blatantly violated all provisions of this Court's Order from the hearing held September 18, 2006 and filed September 27, 2006, as referenced hereinabove. Further, she blatently confirmed in written correspondence to Daniel's counsel that she had no intention of complying with the court-ordered discovery deadline of October 2, 2006. *(See Exhibit 2.)*

DeAnn's complete Production of Documents and Answers to Interrogatories is essential to Daniel's position in this action; therefore, without the requested discovery, Daniel's counsel cannot adequately prepare for the pending trial currently scheduled for October 31, 2006.

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

DeAnn should be ordered to appear and show cause why she should not be held in contempt for her actions and/or inactions

B. The Court Should Order Defendant to Pay the Previously Awarded $1,000.00 in Attorney's Fees.

Daniel was awarded attorney's fees as a result of the previous Discovery Commissioner's Report and Recommendation. DeAnn's previous counsel, Robert C. Graham, Esq., volunteered to pay that sanction, although the fault was not with Mr. Graham or his office but rather with DeAnn.

Mr. Graham tendered $1,000.00 to DeAnn in mid-August 2006. Notwithstanding the fact that DeAnn had those previously awarded fees in her possession, she refused to turn over the same to Daniel's attorney.

At the September 18, 2006 hearing, DeAnn was ordered to put a check in the mail the following day, postmarked no later than September 19, 2006. That $1,000.00 payment was specifically referenced and explained to DeAnn during the September 18, 2006 court hearing.

Not surprisingly, DeAnn failed to place a check in the mail postmarked by September 19, 2006. When the failure was referenced by Daniel's counsel during a telephone conversation with DeAnn several days later, DeAnn became irate and demanded that Daniel's counsel file a motion to have her held in contempt. A breakdown of that conversation is contained within Mr. Hoskin's Affidavit (filed concurrently herewith and attached hereto).

DeAnn's games continued when, on September 26, 2006, she convinced a Hoskin Law Office Receptionist to sign a "Certificate of Receipt" for discovery requests with a reference to a copy of $1,000.00 cash buried in the Certificate. However, the $1,000.00 was never received.

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

For the specifics on DeAnn's gameplaying with regard to that issue, please see affidavit of Bonnie R. Hughes and Teri Hoskin (filed concurrently herewith and attached hereto).

Since September 26, 2006, DeAnn has had in her possession the "Certificate of Receipt," though she has never filed the document with the Clerk of the Court. That Certificate was (1) prepared by her, representing herself in proper person, (2) hand-delivered by her to the Hoskin Law Office on September 26, 2006, and (3) signed by the Hoskin Law Office Receptionist, Bonnie Hughes. That Certificate states, in pertinent part:

> I HEREBY CERTIFY that I received a copy of:
> DEFENDANT'S FIRST SET OF INTERROGATORIES
> DEFENDANT'S FIRST DET [sic] OF DOCUMENT REQUESTS
> $1,000 IN CASH

In her Affidavit relating the incident which occurred on that date, Ms. Hughes states, in pertinent part:

> 5. That because she had given me only the original "Certificate of Receipt," I did step away from my desk to make a copy for our records and gave the original back to the unknown female.
>
> 6. That after the unknown female left the Hoskin Law Office, and upon further examination of the documentation, neither the actual $1,000.00 cash nor a copy of the cash was attached.
>
> 7. That at no time did the woman show me the money or count it out for me.
>
> 8. That Hoskin Law Office has a long-standing office policy to provide a separate receipt whenever cash is accepted at the office.

Upon learning of the problem, the Hoskin Law Office Manager immediately telephoned DeAnn to inquire as to the $1,000.00 in cash. DeAnn's response was, "Well, you signed for it." She further maintained that she counted out the cash in front of the

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

Receptionist (a claim which is denied by the Receptionist in her Affidavit), obtained my Office Manager's name, stating she "didn't have time for this" and slammed down the telephone.

While DeAnn has in her possession a "Certificate of Receipt" signed by the Hoskin Law Office Receptionist, it is believed she seized upon the moment when the Receptionist was distracted by having to leave her desk and make a copy of the Certificate–a task which DeAnn should have done herself.

At the moment that the Receptionist returned the original Certificate to DeAnn, other people were communicating in the lobby of the Hoskin Law Office (including DeAnn's four-year-old daughter), and, in the confusion, the Receptionist inadvertently failed either to notice the reference to a copy of the cash or to collect the cash. DeAnn, realizing her sudden boon, quickly exited the Hoskin Law Office.

Daniel's counsel, Charles J. Hoskin, Esq., also prepared an Affidavit regarding this incident, as well as a telephone exchange with DeAnn on September 21, 2006 (filed concurrently herewith and attached hereto).

DeAnn's methodology and veracity during this divorce action has been less than stellar, and this Court should find that the copy of the $1,000.00 cash indicated on the "Certificate of Receipt" was, in truth and in fact, never delivered to the Hoskin Law Office on September 26, 2006 (as dated on the Certificate), that DeAnn was already in contempt of this Court's order because the $1,000.00 was "to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office, and order that the $1,000.00 be paid–by certified check and by a date certain.

. . .

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

C. Defendant Should Be Ordered to Pay Additional Attorney's Fees.

Daniel has repeatedly attempted to resolve this matter–including a hearing before the Discovery Commissioner held July 21, 2006, and a subsequent hearing before this Court on September 18, 2006; however, DeAnn's ongoing contemptuous acts have necessitated this motion.

But for DeAnn's actions, the filing of this Motion would not be necessary. Based upon Daniel's attempts to resolve this action and DeAnn's contemptuous acts, Daniel is entitled to be reimbursed attorney's fees of $2,500.00 in addition to the $1,000.00 sanctions found in the September 27, 2006 Order.

D. The Trial Date Must Be Continued.

EDCR 7.30 provides, in pertinent part, as follows: "(a) Any party may, for good cause shown, move the Court for any order continuing the day set for trial of any cause." In the instant circumstances, Daniel's counsel has been attempting, since early this year, to obtain the discovery necessary to prepare for trial. DeAnn has refused to provide discovery, requested extensions to provide discovery, produced inadequate discovery, refused to supplement that discovery, necessitated an order from the Hearing Master compelling discovery as well as an order of the Court compelling that discovery. Notwithstanding the totality of the circumstances, DeAnn has still failed and refused to provide that discovery.

. . .

. . .

. . .

. . .

. . .

The lack of discovery has made it impossible for Daniel's counsel to adequately prepare for the pending trial in this matter. As a result, it is necessary that the trial be continued to a date after the discovery can be produced.

DATED this 3rd day of October 2006.

HOSKIN LAW OFFICE

By _____
CHARLES J. HOSKIN, ESQ.
Nevada State Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
Attorney for Plaintiff

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

Exhibit 1

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

ORDR
CHARLES J. HOSKIN, ESQ.
HOSKIN LAW OFFICE
Nevada State Bar #004291
1336 S. Decatur Blvd.
Las Vegas, NV 89102
(702) 240-4447

Attorney for Plaintiff

FILED
SEP 27 2 31 PM '06
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * * *

DANIEL A. WIESNER, Plaintiff, vs. DEANN WIESNER, Defendant.	CASE NO. D 345508 DEPT. H Date of Hearing: September 18, 2006 Time of Hearing: 9:00 a.m.

ORDER

This matter having come on for hearing this 18th day of September 2006, upon Defendant's Motion for Partial Summary Judgment in Order to Limit Discovery to Contested Issues and Request for Attorney's Fees; Plaintiff's Countermotion to Compel Discovery and Attorney's Fees; and Attorney Graham's Motion to Withdraw as Attorney of Record; Plaintiff being present and represented by his counsel, CHARLES J. HOSKIN, ESQ., of the HOSKIN LAW OFFICE; Defendant being present; JOHN P. ALDRIDGE, ESQ., appearing on behalf of Attorney Graham; the Court having reviewed the papers and

pleadings on file herein, having heard the arguments of counsel and good cause appearing:

IT IS HEREBY ORDERED that Mr. Graham's Motion to Withdraw is hereby GRANTED. He shall submit a separate Order granting that withdrawal.

IT IS FURTHER ORDERED that Defendant's Motion for Partial Summary Judgment is hereby DENIED.

IT IS FURTHER ORDERED that Defendant's Motion to Limit Discovery is also DENIED.

IT IS FURTHER ORDERED that the Order from the Discovery Commissioner is CONFIRMED and Defendant shall provide complete and good faith responses to Plaintiff's discovery requests on or before October 2, 2006.

IT IS FURTHER ORDERED that, should Defendant fail to timely respond in good faith to those discovery requests, she shall be sanctioned in the amount of One-Thousand Dollars ($1,000.00).

IT IS FURTHER ORDERED that Plaintiff's Motion to Compel Discovery is also GRANTED.

IT IS FURTHER ORDERED that, the One-Thousand Dollars ($1,000.00) previously awarded to Plaintiff by the Discovery Commissioner is to be post-marked no later than September 19, 2006 to Plaintiff's attorney's office.

. . .

. . .

. . .

. . .

. . .

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

IT IS FURTHER ORDERED that any further award of fees shall be deferred pending further order of the Court.

IT IS SO ORDERED this 25th day of September 2006.

T. ARTHUR RITCHIE, JR.

DISTRICT COURT JUDGE

Submitted by:

HOSKIN LAW OFFICE

CHARLES J. HOSKIN, ESQ.
Nevada Bar No. 4291
1336 S. Decatur Blvd.
Las Vegas, NV 89106
Attorney for Plaintiff

HOSKIN LAW OFFICE
ATTORNEYS AT LAW
1336 S. Decatur Blvd., Las Vegas, Nevada 89102
Telephone: (702) 240-4447 Facsimile: (702) 258-4740

PLEADING CONTINUES IN NEXT VOLUME