

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

14 SUZANNE M. LEE,)
15 Plaintiff/Counterdefendant,)
16 v.)
17 DANIEL R. LEE,)
18 Defendant/Counterclaimant.)

CASE NO. D-21-639697-D
DEPT NO. J

ANSWER TO COMPLAINT
FOR DIVORCE AND
COUNTERCLAIM FOR
DIVORCE

20 ANSWER TO COMPLAINT FOR DIVORCE

21 COMES NOW Defendant, DANIEL R. LEE (“Dan” or
22 “Defendant”), by and through his attorneys, ROBERT P. DICKERSON,
23 ESQ., JOSEF M. KARACSONYI, ESQ., and SABRINA M. DOLSON,
24 ESQ., of THE DICKERSON KARACSONYI LAW GROUP, and as and
25 for his Answer to the Complaint for Divorce (the “Complaint”) filed herein
26 by Plaintiff, SUZANNE M. LEE (“Suzanne” or “Plaintiff”), admits, denies,
27 alleges, and states as follows:

28 . . .

1 Dan had and still has the intent to make the State of Nevada his home,
2 residence, and domicile for an indefinite period of time.

3 II.

4 Dan and Suzanne were duly and legally married in Las Vegas, Clark
5 County, Nevada, on April 22, 1995, and ever since said date have been
6 and are now husband and wife.

7 III.

8 There is one (1) minor child born the issue of the parties' marriage,
9 namely, Cody D. Lee, born June 18, 2004, who currently is seventeen (17)
10 years of age. The parties have no other children the issue of their
11 relationship, including any adopted children, who have yet to reach the
12 legal age of majority, and, to the best of Dan's knowledge and belief,
13 Suzanne is not pregnant.

14 IV.

15 Dan and Suzanne are fit and proper persons to have joint legal and
16 joint physical custody of their minor child.

17 V.

18 Under the specific circumstances of this case, neither party should
19 pay child support to the other party. In this regard, both Dan and
20 Suzanne have a duty and legal obligation to provide the necessary
21 maintenance, health care, education, and financial support for their minor
22 child. Dan understands and acknowledges his legal obligation under
23 Nevada law to contribute to the support of the parties' minor child. Dan
24 will continue to meet and satisfy his legal duty, as well as his personal
25 moral commitment, to his child. Suzanne likewise should satisfy her legal
26 duty and obligation, as well as her personal moral commitment, to the
27 parties' child.

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VI.

Both Dan and Suzanne have a legal obligation under Nevada law to share equally in the payment of their minor child’s medical, surgical, dental, orthodontic, optical, and psychological expenses, as well as medical insurance coverage for their minor child. Dan recognizes and accepts his legal obligation to pay one-half (1/2) of all such medical and health related expenses for the child. Suzanne has the same legal obligation which she should recognize, and she should pay for one-half (1/2) of any cost for such medical insurance for the parties’ minor child, as well as one-half (1/2) of the child’s medical, surgical, dental, orthodontic, optical, and psychological expenses not covered by such medical insurance.

VII.

Prior to the parties’ marriage, the parties entered into a Premarital Agreement (“Premarital Agreement”).

VIII.

The parties’ Premarital Agreement is a valid and binding agreement between the parties.

IX.

The parties’ Premarital Agreement addresses, controls, and resolves all marital issues that exist between the parties which are incident to the parties’ divorce.

X.

By way of their Premarital Agreement, the parties have set forth their mutual desire and intent to establish, determine, and settle between themselves all of their relative property rights and interests with respect to each other, including, without limitation, all rights of either party to be supported by the other party.

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XI.

By way of their Premarital Agreement, the parties have set forth their mutual desire and intent to define all of their respective rights in any property that each owned at the time of their marriage to each other, as well as any property either party has acquired during their marriage.

XII.

By way of their Premarital Agreement, each party has waived and relinquished the right to receive spousal support or alimony maintenance from the other party. Specifically, the Premarital Agreement provides as follows:

The parties expressly agree and acknowledge that the division and distribution of community property of the parties, as provide in this Agreement, upon the dissolution of the parties' marriage, is intended to be in lieu of any court ordered temporary or permanent support, rehabilitation payments or any other court ordered payments in the nature of spousal support, alimony, or attorney's fees and expressly renounce any and all rights to receive any such spousal support.

XIII.

All questions relating to the division of the parties' property, the assumption of their debts, the payment of alimony, and all other issues and claims, marital and otherwise, that exist between the parties have been and are resolved by the parties' Premarital Agreement. The parties' Premarital Agreement should be ratified, confirmed, approved, and enforced by the Court.

XIV.

Other than as expressly set forth in the parties' Premarital Agreement, all the property and assets owned by Dan are his sole and separate property, and the same should be confirmed to him as his sole and separate property.

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XV.

Pursuant to the provisions of the parties' Premarital Agreement, Dan has significant separate property which should be confirmed to him as his sole and separate property. Similarly, to the extent Dan has any separate debt pursuant to the terms of the Premarital Agreement, the same should be confirmed to be his sole and separate debt.

XVI.

To the extent Suzanne has any separate property and/or separate debt pursuant to the terms of the parties' Premarital Agreement, the same should be confirmed to her as her sole and separate property and her sole and separate debt.

XVII.

Pursuant to the parties' Premarital Agreement, the parties may have acquired community property and community debt during their marriage. Any such community property and community debt should be equally divided between the parties.

XVIII.

Other than as expressly set forth in the parties' Premarital Agreement, the parties have no community or jointly owned property to be adjudicated by the Court.

XIX.

It has been necessary for Dan to retain the services of attorneys to represent him in this divorce action initiated by Suzanne. Should the Court determine that Suzanne has unnecessarily and unreasonably caused Dan to incur unnecessary legal expenses with respect to this divorce action, the Court should award Dan a reasonable sum to compensate him for the legal expenses he has incurred as a result of Suzanne's unreasonable or litigious actions or conduct. Otherwise, both Dan and Suzanne are well-

1 able to pay their own reasonable attorneys' fees and costs which each party
2 should expect to reasonably incur for the purpose of terminating their
3 marriage and resolving the issues involved in this case.

4 XX.

5 Dan and Suzanne are incompatible in their tastes, natures, views,
6 likes, and dislikes, which have become so widely separate and divergent
7 that the parties have been and currently are incompatible to such an extent
8 that it now appears that there is no possibility of reconciliation between
9 Dan and Suzanne. There currently remains such an incompatible
10 temperament between Dan and Suzanne that a happy marital relationship
11 can no longer exist.

12 WHEREFORE, Dan respectfully prays that the Court enter judgment
13 as follows:

14 1. That Suzanne take nothing by virtue of her Complaint for
15 Divorce.

16 2. That the bonds of matrimony now and heretofore existing
17 between Dan and Suzanne be dissolved, set aside, and forever held for
18 naught, and that Dan be awarded a Decree of Divorce, and the parties
19 hereto and each of them be restored to their status of being a single,
20 unmarried person.

21 3. That all the relief requested by Dan by way of his Counterclaim
22 for Divorce be granted, awarded, and ordered by the Court.

23 4. That Dan and Suzanne be awarded joint legal and joint
24 physical custody of their minor child.

25 5. That neither party be ordered to pay child support to the other
26 party, particularly under the specific circumstances of this case.

27 6. That the parties be ordered to share equally in the cost required
28 to provide and maintain medical and health insurance coverage for their

1 minor child, and that each party be ordered to pay one-half (1/2) of all the
2 child's medical, surgical, dental, orthodontic, optical, and psychological
3 expenses not covered by such medical insurance.

4 7. That neither party be ordered to pay alimony or spousal
5 support to the other party.

6 8. That all of Dan's separate property be confirmed to him as is
7 sole and separate property.

8 9. That the Court confirm to Suzanne any separate property she
9 may own.


10 10. That the Court confirm to Dan any separate debt he may have.

11 11. That the Court confirm to Suzanne any separate debt she may
12 have.

13 12. That, to the extent the parties have any community property
14 and or community debt, the same be equally divided between the parties.

15 13. For such other and further relief as the Court may determine
16 to be just and proper in the premises, specifically including, but not limited
17 to, an appropriate award of attorneys' fees and costs of suit to Dan under
18 the circumstances set forth in paragraph XIX of his Counterclaim for
19 Divorce.

20 DATED this 26th day of January, 2022.


21 THE DICKERSON KARACSONYI
22 LAW GROUP
23 By 
24 ROBERT P. DICKERSON, ESQ.
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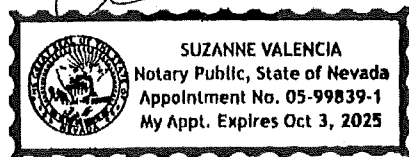
VERIFICATION

STATE OF NEVADA }
COUNTY OF CLARK } ss:

DANIEL R. LEE, being first duly sworn upon oath, deposes and says:
That he is the Defendant/Counterclaimant in the above-entitled action;
that he read the foregoing Answer to Complaint for Divorce and
Counterclaim for Divorce and knows the contents thereof, and that the
same is true of his own knowledge except for those matters therein stated
on information and belief, and as for those matters, he believes the same
to be true.


DANIEL R. LEE

Subscribed and sworn to before me
this 26 day of January, 2022. by Daniel R. Lee.
State of Nevada
County of Clark
Notary Public in and for said
County and State.



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 26th day of January, 2022, I caused the above and foregoing document entitled ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM FOR DIVORCE to be served as follows:

- by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- to be sent via facsimile, by duly executed consent for service by electronic means;
- by hand-delivery with signed Receipt of Copy.

To the person(s) and/or attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

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