



CLERK OF THE COURT

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8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

9 MARSHAL S. WILICK AND THE WILICK LAW
10 GROUP,

10 Plaintiff,

11 vs.

12 JERE BEERY, GENE D. SIMES, MARK BERES,
13 FREDERICK JONES, MICHAEL K. MCKOWN,
14 DON HOLLAND, VETERANS FOR VETERAN
15 CONNECTION, INC., OPERATION FIRING FOR
16 EFFECT, VETERANS TODAY MILITARY &
17 FOREIGN AFFAIRS JOURNAL, JONES &
18 ASSOCIATES, USFSPA LIBERATION SUPPORT
19 GROUP, DOES I THROUGH X,

20 Defendants.

CASE NO: A-12-661766-C
DEPT. NO: XXIII

DATE OF HEARING: N/A
TIME OF HEARING: N/A

18 **ORDER**

19 The parties have met in settlement conference with Justice Nancy Becker, and reached
20 agreement settling this matter. Pursuant to the settlement that was placed upon the record in
21 accordance with EDCR 7.50 and agreed to by all parties, the Court enters the following Orders:

22 **IT IS HEREBY ORDERED:** that the causes of action except injunctive relief shall be
23 dismissed. The action before the District Court, Case No. A-12-661766-C shall be closed without
24 ever coming to trial, and all pending hearing dates shall be taken off calendar. Any appeal of any
25 decisions previously made by the District Court in this action are waived by virtue of the Settlement.

26 **IT IS FURTHER ORDERED** the Court shall retain jurisdiction over this action for the
27 purpose of enforcement of the agreed-upon provisions of this settlement. Additionally, Marshal S.
28

1 Willick and the Willick Law Group have agreed to be jointly and severally liable for any violations
2 of the terms of this *Order* and that Jere Beery and Gene Simes also have agreed to be jointly and
3 severally liable for any violations of the terms of this *Order*.

4 **IT IS FURTHER ORDERED** that Defendants Jere Beery and Gene Simes and their agents
5 are permanently enjoined from intentionally approaching within 1,000 feet of any of the following:
6 (a) Marshal S. Willick, his vehicle or his home; (b) The Willick Law Group law office; and (c) any
7 and all employees of The Willick Law Group, as well as their places of residences and vehicles.

8 **IT IS FURTHER ORDERED** that Defendants Jere Beery and Gene Simes and their agents
9 are permanently enjoined from communicating with or contacting Marshal Willick, the Willick Law
10 Group, or any employee of The Willick Law Group, in person, by mail, telephone, email, or
11 otherwise, once this lawsuit is concluded.

12 **IT IS FURTHER ORDERED** that Defendants Jere Beery and Gene Simes are permanently
13 enjoined from writing/posting/displaying/lodging any defamatory writing, video, internet posting,
14 e-mail or other posting, writing, or communication, or other document or public display of the same
15 that either generally or specifically identifies, refers to, or makes inference to Marshal Willick, the
16 Willick Law Group, or any employee of the Willick Law Group, and any such posting made by
17 Defendants prior to the date of this injunction – which shall be the date on which the settlement
18 terms were placed on the record in accordance with EDCR 7.50 – will, to the extent physically
19 possible upon specific attempt by Defendants be removed by the Defendants from public view within
20 10 days from the issuance of this injunction.¹

21 **IT IS FURTHER ORDERED** that Defendants Jere Beery and Gene Simes will post on the
22 web sites for OFFE, An American Promise, Area 5301, Jere Beery.com, in a letter to the Editor of
23 Veterans Today, and on any other web site where derogatory and defamatory material was previously
24 posted, if they or any successor follow-up web sites exist, the approved retraction provided in
25

26 ¹ The date of the settlement was August 19, 2015. Public view is defined – for the purposes of this agreement
27 – to include any place where any third party, whether named in this suit or not, can view the posting. This includes
28 private blogs including Google Groups and Yahoo Groups.

1 Exhibit 1. Said retraction will remain posted for a minimum term of 12 months or until the web sites
2 in question and all of their content are completely deleted from the internet and possibility of public
3 view, whichever shall first occur.

4 **IT IS FURTHER ORDERED** that Plaintiffs as well as Defendants Jere Beery and Gene
5 Simes shall not discuss, refer to, or communicate about, either verbally or in writing, the Nevada
6 Lawsuit or any allegations stated therein, except that they may communicate about this Judgment
7 for the purposes of preparing and filing tax documents with a state or federal taxing authority,
8 communicating with necessary law enforcement personnel about any alleged violation of said Terms
9 of Protection and Injunction, and communicate with legal counsel about rights and obligations with
10 respect to this *Order*. The parties, however, shall retain the right to republish the attached retraction
11 in any form and forum they deem appropriate to partially ameliorate the damage done by any articles
12 published by the parties. In addition, this confidentiality provision does not apply to publishing of
13 the approved retraction by any party.

14 **IT IS FURTHER ORDERED** that there will be no monetary compensation or sanctions
15 imposed against or payable by the parties in this action. The parties reserve the right to seek judicial
16 sanctions or damages in the future for any breach of the settlement.

17 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction to enforce judicial
18 sanctions against any party, in the event that a party violates any of the terms of this *Order* in the
19 future; such judicial sanctions may include all compensatory damages resulting from a breach of the
20 settlement plus all attorney's fees and costs previously incurred or incurred in the future by either
21 party. In addition, if the breach involves defamatory statements made in violation of the injunction,
22 punitive damages may be assessed.

23 *****

24 *****

25 *****

26 *****

27 *****

1 **IT IS FURTHER ORDERED** that Jere Beery's *Counterclaim* is dismissed and that
2 Plaintiffs' claims are dismissed except for the claim for a permanent injunction.

3 **DATED** this 25 day of August, 2015.

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7 **DISTRICT COURT JUDGE**

8 Respectfully submitted:
9 WILICK LAW GROUP

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11 **MARSHAL S. WILICK, ESQ.**
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15 Attorney for Plaintiff

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EXHIBIT #1

RETRACTION

BY JERE BEERY, AND GENE SIMES

A dispute arose between the parties which we ascribe as a result of Plaintiff publishing an article regarding military member's disability benefits. Marshal S. Willick has acknowledged that it was never his intent to disparage veterans generally, but to educate readers on how benefits can be used for payment of alimony and child support, and the relation of those benefits to property awards in divorce. He has apologized for any inadvertent offense that might have occurred.

The above named parties admit that they misrepresented the truth, skewed or fabricated facts, and defamed Marshal S. Willick, the Willick Law Group, and employees of the Willick Law Group in articles written and posted to the internet, in emails sent to third parties, and in blogs and group postings at many internet sites.

Specifically, the above named parties admit they have **NO** knowledge of and are aware of **NO** facts or occasions where Marshal S. Willick, Esq.:

Has ever said or written the words "Veterans Need Skinning," other than to quote our false accusation that he had said those words. This false quote was made up by people associated with our efforts.

Has ever "divulged secrets on how to drain every penny possible from a retired military veteran, including any disability compensation the veteran may be receiving."

Has "made millions of dollars by distorting any facts surrounding veterans' military retirement pay, disability compensation and Combat Related Special Compensation (CRSC)."

Has ever "intentionally ignored any federal protection of veteran's disability compensation."

Has ever claimed that "federal law carries absolutely no relevance in dividing veterans' disability compensation in state divorce law."

Has ever said that "disability compensation is not protected in any way."

Has ever "obtained large alimony and child support awards and then taken a large percentage of those awards for himself."

Routinely has clients "sign a contingency agreement in which he gets 50% of all money awarded to his client for collection of alimony or child support."

Has ever used arguments of PTSD to take children away from military members or

claimed that a military member has intentionally abandoned his children due to deployment or military service.

Has ever used any “underhanded or unethical techniques” or any “legal deception designed to illegally strip our veterans of their earned retirement, benefits, and entitlements.”

Has ever argued that “veterans are dangerous individuals unfit to care for their children.”

Has ever “threatened to expose state and federal politicians and elected judges as anti-child support and anti-alimony if they did not agree to support his interpretation of veterans’ benefits.” In fact, all known judicial decisions recite that Mr. Willick has applied the law correctly as it is currently written and being interpreted in the jurisdictions in which he practices.

Has ever had any direct or indirect responsibility for any veteran’s suicide, emotional disturbance, or homelessness.

Has ever violated any Rule of Professional Conduct. In fact, we have learned that Mr. Willick assisted in the drafting of the Nevada Rules of Professional Conduct, and by all proof available or known to us, has never been found by the Bar or any other entity to have violated a single rule.

Has ever committed treason, violated any criminal law, dismissed or otherwise violated any federal law, or held the Constitution of the United States in contempt or disregard.

Has ever threatened or forced any disabled veteran to sign a divorce settlement agreement. To our knowledge, he has never forced any person to sign any agreement, let alone a veteran with disability compensation listed as a funding source for alimony and/or child support.

Has ever “exploited the hardships of vulnerable military spouses and children” or “exploited the sacrifices of our returning service members.”

Has ever used any claim of a “poor spouse” or “needy child” as a tactic to get the highest award possible, and then “helped himself to half of the awarded money.” In fact, to our knowledge, Mr. Willick is a skilled attorney and advocate and has zealously represented his clients, including both military members and the spouses of military members, but has never been found by a Bar association or any other entity to have acted unethically or in violation of any rule, statute, or law in any case in representing a client, or otherwise.

Has ever, to our knowledge, taken any money from anyone in violation of any law, statute, or rule. Our claims that he was a “crook” were wrong and false.

Has ever “ripped off” a combat disabled veteran or been found by any court, Bar

association, or other entity to have done any such thing.

Has ever stolen a single penny from a spouse or child of a disabled combat veteran.

The above named persons further admit that they encouraged others to file complaints with the State Bar of Nevada, and caused false allegations of criminal and unethical conduct to be reported to the State Bar of Nevada, when none of the persons doing the reporting had any actual knowledge of Mr. Willick's practice or any such violations, and to our knowledge all such false allegations were based on our defamatory and false statements about him.

We further acknowledge that the books and articles written by Mr. Willick concerning the division of military retirement are, to our knowledge, factual and legally correct and do not endorse any unethical or illegal conduct, or have ever been found to be so by any court, Bar association, or other entity.

We further admit that Mr. Willick is not responsible for any "holocaust," real or perceived, inflicted on wounded veterans and we have been informed that Mr. Willick has actually represented many veterans and active military personnel; we have no reason to believe that his representation of those clients has been any less zealous and successful than his representation of any other clients.

We acknowledge that our personal attacks on Mr. Willick, his firm, and his employees, was **NOT** protected speech and was defamatory *per se*, and that we were warned of the same and chose to ignore the warning.

Neither of the above named persons has any personal knowledge relating to any of Willick Law Group's employees and any comments made concerning any employees was defamatory and should be disregarded as untrue.

The above named persons and organizations are deeply and sincerely sorry for the defamation of Marshal S. Willick, Esq., his law firm, and the employees of that practice.

We post this retraction with the specific intent that all who may have been misled by our writings and speech may realize that we were attempting to use untruths and defamatory comments to further our cause, which we retract, for which we apologize, and which we publicly express our intention to never repeat in the future.