

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

ELIEZER MIZRACHI,

Appellant,

v.

DIANE MIZRACHI,

Respondent.

Electronically Filed  
Feb 09 2015 02:40 p.m.  
Tara K. Lindeman  
Supreme Court Notary  
District Court Case Clerk of Supreme Court  
66176

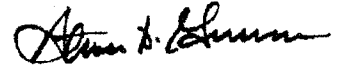
Appeal from the Eighth Judicial District Court  
**APPELLANT'S APPENDIX**

---

RACHEL M. JACOBSON, ESQ.  
Nevada Bar No. 7827  
JACOBSON LAW OFFICE, LTD.  
64 N. Pecos Road, Suite. 200  
Henderson, Nevada 89074  
Attorneys for Appellant

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CLERK OF THE COURT

**COMP**  
LELAND E. LUTFY, ESQ.  
LELAND E. LUTFY, CHARTERED  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101  
702-477-0443  
Attorney for Plaintiff

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\*\*\*\*\*

DIANE P. MIZRACHI,  
Plaintiff,

Case No.: D - 13 - 479664 - D  
Dept. No.: C

vs.

ELIEZER MIZRACHI,  
Defendant.

**COMPLAINT FOR DIVORCE**

COMES NOW, Plaintiff, DIANE MIZRACHI, by and through her attorney, LELAND E. LUTFY, ESQ., of the law offices of LELAND E. LUTFY, CHARTERED, and for her Complaint for Divorce alleges as follows:

1. That Plaintiff is a resident of the State of Nevada and for a period of more than six weeks before commencement of this action has resided and been physically present and domiciled in the State of Nevada, and now resides and is domiciled therein, and during all of said period of time Plaintiff has had, and still has, the intent to make said State of Nevada her home, residence and domicile for an indefinite period of time.

2. That Plaintiff and Defendant were married in Las Vegas, Nevada on or about March 16, 2000 and are husband and wife.

3. That there is one minor child of the parties, Nova Autumn Mizrachi, date of birth April 30, 2006.

4. That the parties should have joint legal custody of their minor child with Plaintiff having primary physical custody with specified visitation to Defendant.

5. That pursuant to the provisions of NRS 125B.070 et. seq, Defendant should pay child

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

1 support to Plaintiff in the amount of SIX HUNDRED FORTY-NINE DOLLARS (\$649.00) per  
2 month until the minor child reaches the age of eighteen or, if still in high school, until the age of  
3 nineteen.

4 6. That any Decree of Divorce entered by this Court shall include a notice to the parties that  
5 any party ordered to pay child support is subject to the provisions of NRS 125.450(2) and Chapter  
6 31A inclusive, regarding the withholding of wages and commissions for delinquent payments of  
7 support.

8 7. That pursuant to NRS 125A.350, neither party may move from the State of Nevada with  
9 the minor child without the prior mutual written consent of the other party or leave of the court. The  
10 failure of a parent to comply with this provision may be considered a factor if a change of custody  
11 is requested by a non-custodial parent or a parent having joint custody.

12 8. That pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October  
13 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply  
14 if a parent abducts or wrongfully retains a child in a foreign county. The minor child's habitual  
15 residence is located in the city of Las Vegas, State of Nevada, within the United States of America.

16 9. That Defendant will provide health insurance for the benefit of the minor child. The  
17 parties will equally split the balance of all unreimbursed medical expenses including all medical,  
18 dental, orthodontic, vision and related prescription medicine expenses of the minor child utilizing  
19 the 30/30 rule for payment of expenses.

20 10. That the parties are aware of the provisions of NRS 125.510(6) as follows: PENALTY  
21 FOR VIOLATION OF THE ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION  
22 OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D  
23 FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a  
24 limited right of custody to a child or any parent having no right of custody to the child who willfully  
25 detains, conceals or removes the child from a parent, guardian or other person having lawful custody  
26 or a right of visitation of the child in violation of an order of this court, or removes the child from  
27 the jurisdiction of the court without consent of either the court or all persons who have the right to  
28 custody or visitation is subject to being punished for a Category D felony as provided in NRS

1 193.130.

2 11. That Plaintiff will claim the income tax deduction for the minor child.

3 12. That there is community property belonging to the parties including but not limited to  
4 the following, which should be awarded to Plaintiff:

5 A. Marital residence located at 6224 Villa Emo Street, North Las Vegas, Nevada  
6 89031, subject to encumbrance thereon.

7 B. Real property in New Mexico designated as MC047-130-120-111.

8 C. Real property in New Mexico designated as MC072-113-110-509.

9 D. Real property in Arizona designated as APN 201-28-018.

10 E. Real property timeshare located at Tahiti Village in Las Vegas, Nevada.

11 13. That there is other community property belonging to the parties, the exact amount and  
12 description of which is unknown to Plaintiff at this time. Plaintiff prays leave of the Court to amend  
13 this Complaint to insert the same when it becomes known to her or at the time of trial in this matter.  
14 The parties' community property should be equally divided.

15 14. That Plaintiff's separate property should be confirmed as her sole and separate property.

16 15. That Defendant's separate property should be confirmed as his sole and separate  
17 property.

18 16. That Plaintiff should be awarded the two dogs, Yukon and Molly; and the three cats.

19 17. That other than the mortgage on the marital residence, there are no community debts of  
20 the parties.

21 18. That Plaintiff's separate debts should be confirmed as her sole and separate debts and  
22 she should indemnify and hold Defendant harmless therefrom.

23 19. That Defendant's separate debts should be confirmed as his sole and separate debts and  
24 he should indemnify and hold Plaintiff harmless therefrom.

25 20. That Defendant pay spousal support to Plaintiff for a period of seven years following  
26 the entry of the Decree of Divorce.

27 21. That Defendant has engaged in an individual act or course of actions which, individually  
28 or together, have constituted marital waste and, therefore, Plaintiff should be compensated for the

1 loss and enjoyment of said wasted community asset(s).

2 22. That based on the disparity in income between Plaintiff and Defendant and pursuant to  
3 Sargeant v. Sargeant, 88 Nev. 223, 495 P.2d 618 (1972), Plaintiff is entitled to reasonable attorney's  
4 fees and costs of suit.

5 23. That Plaintiff and Defendant have conflicts in personalities and dispositions so deep as  
6 to be irreconcilable and to render it impossible for the parties to continue a normal marital relation-  
7 ship with each other, as the result of which actionable incompatibility exists of such a character as  
8 to destroy the legitimate objects of matrimony and to render it impossible for Plaintiff and Defendant  
9 to live together as husband and wife and to make impossible a reconciliation as between the parties.

10 WHEREFORE, Plaintiff prays for judgment as follows:

11 1. That the bonds of matrimony now and heretofore existing between Plaintiff and Defendant  
12 be forever discharged, and that each of the parties be restored to the status of an unmarried person,  
13 and that the Plaintiff be granted an absolute Decree of Divorce from Defendant.

14 2. That the Court grant the relief set forth in this Complaint for Divorce.

15 3. For such other and further relief as the Court deems just and proper in the premises.

16 DATED this 6<sup>th</sup> day of May, 2013.

17 LELAND E. LUTFY, CHARTERED

18  
19 By: 

20 LELAND E. LUTFY, ESQ.  
21 Nevada Bar No. 1678  
22 530 South 7<sup>th</sup> Street  
23 Las Vegas, Nevada 89101  
24  
25  
26  
27  
28

THE LAW OFFICES OF  
**LELANDE E. LUTFY, CHARTERED**  
530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

**VERIFICATION**

STATE NEVADA                    )  
COUNTY OF CLARK            ) ss:

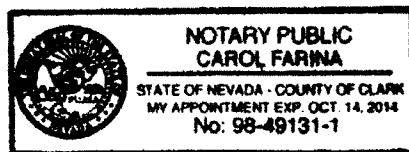
DIANE MIZRACHI, being first duly sworn, deposes and says:

That she is the Plaintiff in the above-entitled action; that she has read the foregoing Complaint for Divorce, knows the contents thereof, and that the same is true of her own knowledge, except for those matters therein stated on information and belief, and as to those matter she believes the same to be true.

  
DIANE MIZRACHI

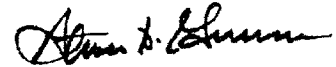
SUBSCRIBED AND SWORN to before  
me this 6<sup>th</sup> day of May, 2013.

  
NOTARY PUBLIC



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CLERK OF THE COURT

0136  
LELAND E. LUTFY, ESQ.  
LELAND E. LUTFY, CHARTERED  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101  
702-477-0443  
Attorney for Plaintiff  
DIANE MIZRACHI

DISTRICT COURT  
CLARK COUNTY, NEVADA

DIANE P. MIZRACHI,  
Plaintiff,  
vs.  
ELIEZER MIZRACHI,  
Defendant.

Case No.: D-13-477664-3  
Dept. No.: C

**PLAINTIFF'S MOTION FOR TEMPORARY CHILD CUSTODY;  
TEMPORARY CHILD SUPPORT; EXCLUSIVE POSSESSION  
OF THE MARITAL RESIDENCE; PRELIMINARY FEES  
AND ALLOWANCES; AND OTHER RELATED RELIEF**

Date of Hearing: 06/10/2013  
Time of Hearing: 10:00 A.M.

**NOTICE:** YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED 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, DIANE MIZRACHI, by and through her attorney, LELAND E. LUTFY, ESQ., of the law offices of LELANDE. LUTFY, CHARTERED, and moves this honorable Court for temporary custody of the parties' minor child, for child support, for exclusive possession of the marital residence and other preliminary relief.

This Motion is made and based on the accompanying Memorandum of Points and Authorities, the Declaration of Plaintiff, attached hereto and incorporated herein as Exhibit 1, "NRS 125.510 et seq., the papers and pleadings on file herein and such argument of counsel as may be

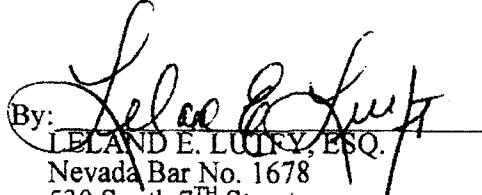
THE LAW OFFICES OF  
LELANDE. LUTFY, CHARTERED  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448



1 heard at the hearing of this matter.

2 DATED this 6<sup>th</sup> day of May, 2013.

3 LELAND E. LUTFY, CHARTERED

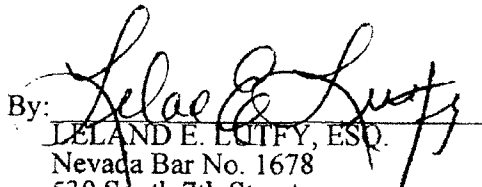
4  
5  
6 By:   
LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

7  
8  
9 **NOTICE OF MOTION**

10 PLEASE TAKE NOTICE that PLAINTIFF'S MOTION FOR TEMPORARY CHILD  
11 CUSTODY; TEMPORARY CHILD SUPPORT; EXCLUSIVE POSSESSION OF THE MARITAL  
12 RESIDENCE; PRELIMINARY FEES AND ALLOWANCES; AND OTHER RELATED RELIEF  
13 will be heard in Dept. C of the Eighth Judicial District Court, Family Division:  
14 June 10, 2013 at 10:00 a.m.

15 DATED this 6<sup>th</sup> day of May, 2013.

16 LELAND E. LUTFY, CHARTERED

17  
18 By:   
LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7th Street  
Las Vegas, Nevada 89101

19  
20  
21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 Plaintiff, Diane Mizrachi, moves this Court for the following:

- 23 1. Temporary primary custody of the parties' minor child, Nova Autumn Mizrachi, date of  
24 birth April 30, 2013;
- 25 2. For temporary statutory child support in the amount of \$649.00 per month;
- 26 3. For exclusive possession of the marital residence;
- 27 4. For temporary spousal support in the amount of \$1,163.00 per month;
- 28 5. For preliminary attorney's fees in the amount of \$5,000;



1 be required to pay child support in the presumptive maximum amount of \$649.00 per month  
2 pursuant to NRS 125B.070. Child support should be paid biweekly.

3 **EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE**

4 Plaintiff asks that she be granted exclusive possession of the marital residence located at  
5 6224 Villa Emo Street, North Las Vegas, Nevada 89031 during the pendency of this matter. It is  
6 Plaintiff's belief that it is in the best interests of the parties' seven year old child to remain in the  
7 home. Nova has lived in this house her entire life. She has friends in the neighborhood and car  
8 pools to school with her friends. The home is large enough to accommodate a live-in nanny who is  
9 able to care for Nova when Plaintiff is at work.

10 There have been several unusual incidents at the marital residence that have caused Plaintiff  
11 great alarm. The nanny has reported to Plaintiff that several times people have come to the door after  
12 the parties left for work and knocked aggressively for anywhere between 5 and 20 minutes. On one  
13 occasion several people came at 10:00 p.m. and pounded on the door for 15 minutes. The nanny did  
14 not answer the door and instructed Nova to stay away from the door and windows and to stay quiet.  
15 On March 8, 2013, the nanny observed a man in the backyard of the residence. During the spring  
16 break from school, Plaintiff and Defendant took Nova to Mt. Charleston on a Tuesday and spent the  
17 night at the Mt. Charleston Hotel. The nanny remained at the residence. The nanny ran a bath  
18 around 7:00 p.m. that night. She was upstairs in the bathtub and heard the family dogs barking  
19 furiously. She heard a gruff male voice yell at the dogs. The nanny heard a man come to a bedroom  
20 door and turn the handle. The man stood at the door before possibly sensing the nanny's presence.  
21 He hurried down the stairs with the dogs barking and following him. The nanny overheard an  
22 unintelligible conversation between two men who spoke with accents.

23 Plaintiff does not know if these incidents have anything to do with Defendant or his gambling  
24 addiction. It is Plaintiff's desire to remain in the residence. She respectfully asks the Court to grant  
25 her exclusive possession in order for her to secure the house to make it safe.

26 **TEMPORARY SPOUSAL SUPPORT**

27 Plaintiff asks that Defendant be required to pay temporary spousal support in the amount of  
28 \$1,163.00 per month to assist Plaintiff in paying the mortgage and for the upkeep of the community

1 property marital residence in addition to other community obligations.

2 **PRELIMINARY ATTORNEY'S FEES**

3 It has been necessary for Plaintiff to retain counsel to assist her in this matter. Plaintiff  
4 respectfully asks the Court to award her preliminary attorney's fees in the amount of \$5,000.

5 **OTHER RELATED RELIEF**

6 **Bank Accounts.**

7 In recent months when Plaintiff has made inquiries relative to their finances and, in  
8 particular, questioned Defendant about the funds in their child's bank account, Defendant told her  
9 to 'stop digging around.' As set forth previously, Defendant does not allow Plaintiff access to any  
10 of the community bank accounts or Nova's personal account. Defendant recently closed out Nova's  
11 account, gave a cashier's check in the amount of \$8,600 to Plaintiff and told her to open a new  
12 account for their daughter. Defendant refused to give Plaintiff bank statements or any access to the  
13 former account. In light of Defendant's recent confession that he has a gambling addiction, Plaintiff  
14 asks the Court to require Defendant to produce each and every bank statement for Nova's account  
15 at the hearing of this matter. It is Plaintiff's belief that Defendant may have used Nova's account  
16 for the nefarious purpose of hiding his gambling winnings and losses.

17 **Nova's Passport.**

18 Defendant has threatened Plaintiff in the past that he will take Nova to Israel without her  
19 consent. Plaintiff is unaware if Defendant has obtained a passport for the child. If a passport for the  
20 child exists, Plaintiff asks that Defendant be required to surrender it to the Court.

21 **Health Insurance.**

22 Plaintiff asks that Defendant be required to continue to provide health insurance for Plaintiff  
23 and their daughter during the pendency of this matter. Plaintiff does not have health insurance  
24 through her employer and will need the opportunity to explore options for obtaining her own  
25 insurance.

26 **Income Tax Returns.**

27 Plaintiff is unable to find the parties' joint Federal income tax return for 2010. Plaintiff asks  
28 that Defendant provide a copy at the hearing of this matter in order for her to confirm that the taxes

1 were, in fact, filed.

2 **Joint Preliminary Injunction.**

3 A Joint Preliminary Injunction has been issued by the Clerk of Courts. The Joint Preliminary  
4 Injunction restrains both Plaintiff and Defendant from transferring, encumbering, concealing, selling  
5 or disposing of joint, common or community property without the written consent of both parties or  
6 permission of the Court. It further cautions both Plaintiff and Defendant that they may not molest,  
7 harass, stalk or assault one another or any relative of the parties during the pendency of this matter.  
8 Lastly, both parties are restrained from removing their minor child from the State of Nevada without  
9 prior written consent of both parties or permission of the Court.

10 Defendant has an admitted problem with gambling. He has a pattern of withdrawing funds  
11 from community property accounts and using them for purposes known only to Defendant. Items  
12 kept in the safe in the marital residence, including jewelry belonging solely to Plaintiff, have 'gone  
13 missing.' Plaintiff asks the Court to make the language set forth in the Joint Preliminary Injunction  
14 an Order of the Court in order to preserve the parties' community assets until time of trial.

15 Of even more importance, it is imperative that the language in the Joint Preliminary  
16 Injunction that neither party may 'remove any child of the parties then residing in the State of  
17 Nevada with an intent or effect to deprive the Court of jurisdiction as to the child without the prior  
18 written consent of all the parties or the permission of the Court' be set forth as an Order. Defendant  
19 was born in Israel and has a Permanent Resident Card allowing him to live in the United States. He  
20 has made threats to Plaintiff that he will take their young daughter to Israel. Nova was born in the  
21 United States, is a citizen of the United States, and has lived in Nevada her entire life. The state of  
22 Nevada has jurisdiction over all issues relating to the minor child.

23 **CONCLUSION**

24 Plaintiff respectfully moves the Court for temporary child custody, child support and a  
25 referral to FMAC in order for the parties to draft a visitation schedule for Defendant. Plaintiff would  
26 like for the parties' minor child to remain in the marital residence and asks that she be granted  
27 exclusive possession. Plaintiff is in need of spousal support to assist her in maintaining the residence  
28 and preliminary attorney's fees.

1           There are certain other issues that need to be immediately addressed. Defendant should be  
2 required to provide statements for their child's bank account. Plaintiff does not know if Defendant  
3 has obtained a Passport for Nova. If a Passport exists, it should be immediately surrendered to the  
4 Court. Defendant must likewise be made aware that he cannot take the parties' child out of the state  
5 of Nevada without Plaintiff's written consent or an Order from the Court.

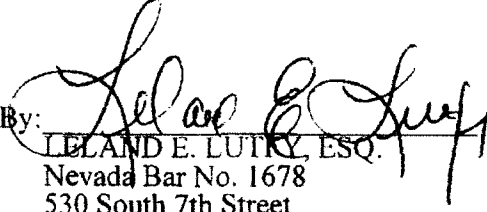
6           Plaintiff is presently covered by health insurance through Defendant's employer. She asks  
7 that he be required to continue to carry Plaintiff and their child on his health insurance during the  
8 pendency of this matter.

9           Plaintiff asks that the Court make the language in the Joint Preliminary Injunction an Order  
10 of the Court. Defendant has maintained tight control over the parties' assets and refused to provide  
11 any information relative to Plaintiff. Defendant has withdrawn funds from community accounts and  
12 used them to support his relatives. Plaintiff is unsure what financial toll Defendant's admitted  
13 gambling problem has had on their assets. Defendant's conduct must be stopped.

14           Plaintiff asks the Court to grant the relief sought in her Motion.

15           DATED this 6<sup>th</sup> day of May, 2013.

16           LELAND E. LUTFY, CHARTERED

17  
18           By:   
19           LELAND E. LUTFY, ESQ.  
20           Nevada Bar No. 1678  
21           530 South 7th Street  
22           Las Vegas, Nevada 89101  
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Exhibit “I”

THE LAW OFFICES OF  
**LELANDE E. LUTFY, CHARTERED**  
530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

$$\left. \begin{array}{l} \text{ } \\ \text{ } \\ \text{ } \end{array} \right\} \text{SS:}$$

1. That I am the Plaintiff in the above-entitled action, have knowledge of the facts set forth herein and am competent to testify as to those facts if called upon in a court of law to do so and I make this Declaration in support of my Motion for Temporary Child Custody; Temporary Child Support; Exclusive Possession of the Marital Residence; Preliminary Fees and Allowances; and Other Related Relief.

3. I respectfully ask the Court to grant the relief set forth in my Motion.

DATED this 6<sup>th</sup> day of May, 2013.

*Diane Mizrahi*  
DIANE MIZRACHI



**MOFI**

LELAND E. LUTFY, ESQ.  
LELAND E. LUTFY, CHARTERED  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DIANE P. MIZRACHI,

Plaintiff,

vs.

ELIEZER mIZRACHI,

Defendant.

CASE NO.: D-10-438512-D

DEPT NO.: E

**FAMILY COURT MOTION/OPPOSITION**  
**FEE INFORMATION SHEET**  
**(NRS 10.0312)**

Party Filing Motion/Opposition

☒ Plaintiff/Petitioner☐ Defendant/Respondent**MOTION FOR/OPPOSITION FOR TEMPORARY CHILD CUSTODY; SUPPORT, ETC.**Notice

Motions and Oppositions to  
Motions filed after entry of  
final Decree or Judgment  
(pursuant to NRS 125, 125B  
& 125 C) are subject to the  
Re-open Filing Fee of \$25.00,  
unless specifically excluded.  
(See NRS 19.0312)

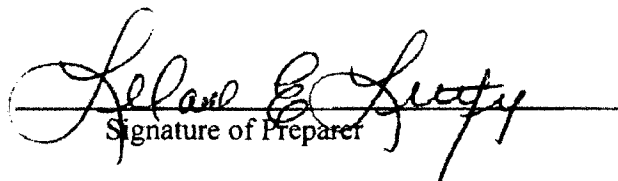
Excluded Motions/Oppositions

- ☒ Motions filed before final Decree/Custody Decree entered (Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Request for New Trial (within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Other Excluded Motion \_\_\_\_\_  
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.

☐ Motion/Opp IS subject to \$25.00 filing fee☐ Motion/Opp IS NOT subject to filing feeDATE: May 6, 2013

Leland E. Lutfy, Esq.  
Printed Name of Preparer

  
Signature of Preparer

DISTRICT COURT

*Steven D. Grierson*

CLERK OF THE COURT

CLARK COUNTY, NEVADA

DIANE P. MIZRACHI

Plaintiff,

vs.

ELIEZER MIZRACHI,

Defendant.

Case No.: **D-13-479669-0**

Dept. No.: **C**

**SUMMONS**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT(S):** A Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:
  - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.
  - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Issued at the request of:

LELAND E. LUTFY, CHARTERED

By:

*Leland E. Lutfy*  
LELAND E. LUTFY, ESQ.  
Nevada Bar #1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, NV 89101  
Attorneys for Plaintiff

STEVEN D. GRIERSON, CLERK OF COURT

By:

*Steven D. Grierson*  
Deputy Clerk Date  
Family Court  
601 North Pecos Road  
Las Vegas, Nevada 89101

**NOTE:** When service is by publication, add a brief statement of the object of the action.  
See Rules of Civil Procedure, Rule 4(b).

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA    )  
                                  )ss  
COUNTY OF CLARK    )

Fred Smith, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made. That Affiant received one copy(ies) of the Summons and Complaint, Motion for Temporary Custody; on the 21<sup>st</sup> day of May, 2013 and served the same on the 22<sup>nd</sup> day of May, 2013 by: Support, at: 3:53 p.m. etc.,

(Affiant must complete the appropriate paragraph)  
ELIEZER MIZRACHI

1. Delivering and leaving a copy with the Defendant \_\_\_\_\_ at \_\_\_\_\_  
6224 Villa Emo Street, North Las Vegas, NV.
2. Serving the Defendant \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the Defendant's usual place of abode located at: \_\_\_\_\_

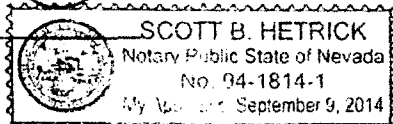
[Use paragraph 3 for service upon agent, completing (a) or (b)]

3. Serving the Defendant \_\_\_\_\_ by personally delivering and leaving a copy at \_\_\_\_\_
  - a. with \_\_\_\_\_ as \_\_\_\_\_, an agent lawfully designated by statute to accept service of process;
  - b. with \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion of the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):
  - ☐ ordinary mail
  - ☐ certified mail, return receipt requested
  - ☐ registered mail, return receipt requested

addressed to the Defendant \_\_\_\_\_ at the Defendant's last known address which is \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this  
this 23<sup>rd</sup> day of May, 2013.

\_\_\_\_\_  
NOTARY PUBLIC in and for said County  
and State  
My commission expires: \_\_\_\_\_  
(SEAL)



Fred Smith  
Signature of person making service

Fred Smith #3629171  
Attorney's Process  
Nevada License #429  
320 E. Warm Springs Rd., #4A-14  
Las Vegas, NV 89119  
(702) 547-9036

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**ANS**  
**ELIEZER MIZRACHI**  
**6224 Villa Emo Street**  
**N. Las Vegas, Nevada 89031**  
**702-525-9322**  
**Defendant In Proper Person**

Allen D. Lumsden

CLERK OF THE COURT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

DIANE P. MIZRACHI,

Plaintiff,

vs.

ELIEZER MIZRACHI,

Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

### ANSWER IN PROPER PERSON

COMES NOW Defendant, ELIEZER MIZRACHI, and as and for his Answer to Plaintiff's Complaint for Divorce on file herein, admits, denies and alleges as follows:

1. Defendant admits all of the allegations contained in paragraphs 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19 and 23 of the Complaint for Divorce on file herein.

2. Defendant denies the allegations contained in paragraph 4, 5, 11, 12, 20, 21 and 22 of the Complaint for Divorce on file herein.

3. Defendant waives notice of the time and place fixed for the hearing of this action; further waives notice of the Decision of the Court on said hearing; waives the making of Findings of Fact and Conclusions of Law, and if such are made, then waives service of the same upon him; and hereby consents that this case be heard at the convenience of the Court and that judgment be entered immediately on the conclusion of said hearing: all without notice to the Defendant that said proceedings are about to be had or that they have been had and determined.

• • •

• • •

1 WHEREFORE, Defendant prays that Plaintiff take nothing by virtue of her Complaint for  
2 Divorce on file herein.

3 DATED this 4 day of June, 2013.


4

5

6

7

8

  
ELIEZER MIZRACHI  
6224 Villa Emo Street  
N. Las Vegas, Nevada 89031  
702-525-9322  
Defendant In Proper Person

9 STATE OF NEVADA }  
10 COUNTY OF CLARK } ss:

11 ELIEZER MIZRACHI, being first duly sworn, deposes and says:

12 That he is the Defendant in the above-entitled action for divorce, that he has read the  
13 foregoing Answer in Proper Person and knows the contents thereof and that the same is true of his  
14 own knowledge except as to those matters therein stated upon information and belief and as to those  
15 matters he believes them to be true.

16

17

18

Subscribed and sworn to before me

19

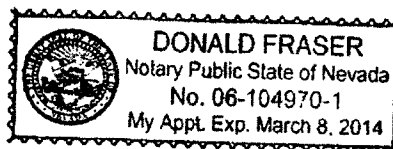
this 4 day of June, 2013.

20

21

NOTARY PUBLIC

22

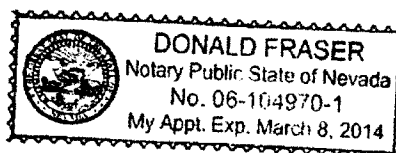


23 STATE OF NEVADA }  
24 COUNTY OF CLARK } ss:

25 On this 4 day of June, 2013, personally appeared before me, ELIEZER MIZRACHI,  
26 who executed the foregoing document, who acknowledged to me that he executed the same freely  
and voluntarily and for the uses and purposes therein mentioned.

27

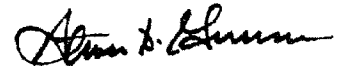
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CLERK OF THE COURT

1 SAO  
2 LELAND E. LUTFY, ESQ.  
3 LELAND E. LUTFY, CHARTERED  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 702-477-0443  
8 Attorney for Plaintiff  
9 DIANE MIZRACHI

6 DISTRICT COURT  
7  
8 CLARK COUNTY, NEVADA

9 DIANE P. MIZRACHI,  
10 Plaintiff,

Case No.: D-13-479664-D  
Dept. No.: C

11 vs.

12 ELIEZER MIZRACHI,  
13 Defendant.

Date of Hearing: June 10, 2013  
Time of Hearing: 10:00 o'clock a.m.

14 STIPULATION AND ORDER TO VACATE HEARING

15 IT IS HEREBY STIPULATED by and between Plaintiff, DIANE MIZRACHI, by and  
16 through her counsel, LELAND E. LUTFY, ESQ., of the law offices of LELAND E. LUTFY,  
17 CHARTERED, and Defendant, ELIEZER MIZRACHI, in Proper Person, that the hearing of  
18 Plaintiff's Motion for Temporary Child Custody; Temporary Child Support; Exclusive Possession  
19 of the Martial Residence; Preliminary Fees and Allowances; and Other Related Relief set for hearing  
20 on June 10, 2013 at 10:00 o'clock a.m. be vacated because the outstanding issues have been  
21 resolved.

22 DATED this 4 day of JUNE, 2013.

DATED this 6 day of 4, 2013.

23 LELAND E. LUTFY, CHARTERED

24  
25 By: 

26 LELAND E. LUTFY, ESQ.  
27 Nevada Bar No. 1678  
28 530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

By: 

ELIEZER MIZRACHI  
Defendant in Proper Person  
6224 Villa Emo Street  
N. Las Vegas, Nevada 89031

ORDER

UPON Stipulation of the parties and good cause appearing,

THE LAW OFFICES OF  
LELAND E. LUTFY, CHARTERED  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

1           **IT IS HEREBY ORDERED** that the hearing of Plaintiff's Motion for Temporary Child  
2 Custody; Temporary Child Support; Exclusive Possession of the Martial Residence; Preliminary  
3 Fees and Allowances; and Other Related Relief set for hearing on June 10, 2013 at 10:00 o'clock  
4 a.m. is hereby vacated.

5           DATED this \_\_\_\_\_ day of JUN 06 2013, 2013.

6  
7  
8             
9           DISTRICT COURT JUDGE

10          Submitted by:

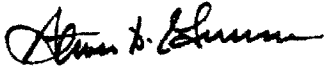
11          LELAND E. LUTFY, CHARTERED

12  
13          By: 

14          LELAND E. LUTFY, ESQ.  
15          Nevada Bar No. 1678  
16          530 South 7<sup>TH</sup> Street  
17          Las Vegas, Nevada 89101

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CLERK OF THE COURT

1 **NOEJ**  
2 **LELAND E. LUTFY, ESQ.**  
3 **LELAND E. LUTFY, CHARTERED**  
4 Nevada Bar No. 1678  
5 530 South 7th Street  
6 Las Vegas, Nevada 89101  
7 (702) 477-0443  
8 Attorney for Plaintiff

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

11 \* \* \* \* \*

12 **DIANE P. MIZRACHI,**

13 Plaintiff,

14 vs.

15 **ELIEZER MIZRACHI,**

16 Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

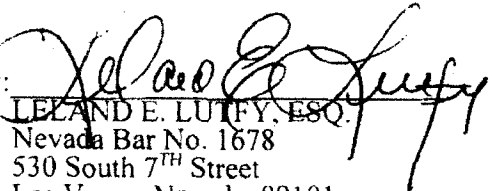
17 **NOTICE OF ENTRY OF DECREE**

18 PLEASE TAKE NOTICE that a Decree of Divorce was entered on the 21<sup>st</sup> day of June, 2013.  
19 A copy of said Decree of Divorce is attached for your records.

20 DATED this 27<sup>th</sup> day of June, 2013.

21 **LELAND E. LUTFY, CHARTERED**

22 By:

23   
24 **LELAND E. LUTFY, ESQ.**  
25 Nevada Bar No. 1678  
26 530 South 7<sup>th</sup> Street  
27 Las Vegas, Nevada 89101  
28

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448



**CERTIFICATE OF MAILING**

I HEREBY CERTIFY on the 27<sup>th</sup> day of June, 2013, I served the above and foregoing  
NOTICE OF ENTRY OF DECREE OF DIVORCE by depositing a true and correct copy in the  
United States mails, postage prepaid, addressed address as follows:

Diane P. Mizrachi  
8228 Corset Creek  
Las Vegas, Nevada 89130

Eliezer Mizrachi  
6224 Villa Emo Street  
North Las Vegas, Nevada 89031

  
An Employee of  
LELAND E. LUTFY, CHARTERED

**ORIGINAL**

CLERK OF THE COURT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Case No.: D-13-479664-D  
Dept. No.: C

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be and the same are, hereby wholly dissolved and an absolute Decree of Divorce is granted to Plaintiff, and each of the parties hereto

☐ Other \_\_\_\_\_  
☒ Dismissed - Want of Prosecution  
☒ Indigent (Discretion) Dismissed  
☐ Default Judgment  
☐ Transferred

**Total Dispositions:**

☐ Disposed After Trial Start ☐ Judgment Received by Trial

1 is restored to the status of a single, unmarried person.

2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there is one minor  
3 child born the issue of this marriage, Nova Autumn Mizrachi, date of birth April 30, 2006. There are  
4 no adopted children of the parties and Plaintiff is not pregnant.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties are fit and  
6 proper persons to have joint legal and joint physical custody of their minor child using the follow  
7 schedule:

- 8 1. Mom will have custody of the minor child on Wednesday, Thursday and  
9 Friday each week and every other Tuesday.
- 10 2. Dad will have custody of the minor child on Saturday, Sunday and Monday  
11 each week and every other Tuesday.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the custody exchanges  
13 shall occur as follows:

- 14 1. Mom will deliver the child to Dad at his residence on Saturday to be  
15 expected no later then 11:00 o'clock a.m.
- 16 2. During the school year, Dad will deliver the child to school on  
17 Wednesday morning. On Mom's alternating Tuesday with the child,  
18 Dad will deliver the child to school on Tuesday morning.
- 19 3. During Summer breaks or any other break in school, Dad will deliver  
20 the child to Mom at her residence for her usual custody on  
21 Wednesday to be expected no later then 11:00 o'clock a.m. and on  
22 Mom's alternating Tuesday to be expected no later then 11:00 o'clock  
23 a.m.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Dad will have the  
25 minor child for the Jewish holidays every year. Mom will have the minor child on the Christian  
26 holidays every year.

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that if either party wants  
28 to take the minor child outside of the United States, that party will need the written approval of the  
other party and must provide a written itinerary to include where the minor child will be staying and  
contact numbers.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party will have  
three weeks of vacation with the minor child each year upon thirty (30) days notice to the other party.

1 Each party must provide a written itinerary to include where the minor child will be staying and  
2 contact phone numbers.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the vacation in Florida  
4 scheduled in July, 2013 is agreed to by and between the parties.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that based on the shared  
6 custody arrangement and the income of the parties, the parties waive the payment of child support  
7 pursuant to NRS 125.B.080(9). Should the shared custody arrangement change, child support will  
8 be set pursuant to NRS 125B.070.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties are on  
10 notice that any party ordered to pay child support is subject to the provisions of NRS 125.450(2) and  
11 Chapter 31A inclusive, regarding the withholding of wages and commissions for delinquent  
12 payments of support.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS  
14 125A.350, neither party may move from the State of Nevada with the minor child without the prior  
15 mutual written consent of the other party or leave of the court. The failure of a parent to comply with  
16 this provision may be considered a factor if a change of custody is requested by a non-custodial  
17 parent or a parent having joint custody.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS  
19 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th  
20 Session of the Hague Conference on Private International Law, apply if a parent abducts or  
21 wrongfully retains a child in a foreign county. The minor child's habitual residence is located in the  
22 city of Las Vegas, Clark County, State of Nevada, within the United States of America.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant shall  
24 provide health insurance for the benefit of the minor child. Plaintiff and Defendant shall equally  
25 share the balance of all unreimbursed medical expenses including all medical, dental, orthodontic,  
26 vision and related prescription medicine expenses of the minor child, utilizing the 30/30 rule for  
27 payment of expenses.

28 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties are aware

1 of the provisions of NRS 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER:  
2 THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS  
3 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.  
4 NRS 200.359 provides that every person having a limited right of custody to a child or any parent  
5 having no right of custody to the child who willfully detains, conceals or removes the child from a  
6 parent, guardian or other person having lawful custody or a right of visitation of the child in violation  
7 of an order of this court, or removes the child from the jurisdiction of the court without consent of  
8 either the court or all persons who have the right to custody or visitation is subject to being punished  
9 for a Category D felony as provided in NRS 193.130.

10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that parties will alternate  
11 claiming the income tax reduction for the minor child on a yearly basis. Defendant will claim the  
12 minor child in odd numbered years; Plaintiff will claim the minor child in even numbered years.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff is awarded  
14 the following as her sole and separate property:

- 15 1. Marital residence located at 6224 Villa Emo Street, North Las Vegas, Nevada 89031,  
16 subject to encumbrance thereon.
- 17 2. Real property in New Mexico designated as MC047-130-120-111.
- 18 3. Real property in New Mexico designated as MC072-113-110-509.
- 19 4. Real property in Arizona designated as APN 201-28-018.
- 20 5. Real property timeshare located at Tahiti Village in Las Vegas, Nevada. Plaintiff  
21 will have use of the timeshare in odd numbered years. Defendant will have use of  
22 the timeshare in even numbered years. Each party will pay all the expenses relative  
23 to the timeshare during the year in which they have the use of it.
- 24 6. The 2007 Pontiac G6. Defendant is to transfer ownership of the vehicle to Plaintiff.
- 25 7. The two dogs and three cats.
- 26 8. All furniture and furnishings located in the marital residence other then the specific  
27 items awarded herein to Defendant.
- 28 9. Plaintiff's clothing, jewelry and personal property.

1           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant is awarded  
2 the following as his sole and separate property:

- 3           1.     The 2004 Dodge Durango subject to any encumbrance thereon. Plaintiff is to transfer
- 4                 ownership of the vehicle to Defendant.
- 5           2.     Defendant's clothing, jewelry and personal property.
- 6           3.     One sofa, one love seat and two chairs.
- 7           4.     The new 46" television downstairs.
- 8           5.     Gold colored laptop computer.

9           **IT IS FURTHER ORDERED** that Defendant will receive \$2,800.00 from an account in  
10 Plaintiff's and Nova's names at Nevada State Bank. Plaintiff will receive the balancing remaining  
11 in the account.

12           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's separate  
13 property is confirmed as her sole and separate property.

14           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant's separate  
15 property should be confirmed as his sole and separate property.

16           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's debts should  
17 be confirmed as her sole and separate debts and she should indemnify and hold Defendant harmless  
18 therefrom.

19           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant's debts  
20 should be confirmed as his sole and separate debts and he should indemnify and hold Plaintiff  
21 harmless therefrom.

22           **IT IS FURTHER ORDERED** that Defendant shall vacate the marital residence no later than  
23 June 5, 2013.

24           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that neither party shall pay  
25 spousal support to the other.

26           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party shall pay  
27 their own attorney's fees and costs.

28           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that after the divorce, in

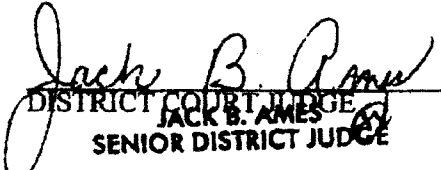
1 order to protect the parties' minor child Nova, if either party has another adult living at their  
2 residence, before doing so, they will make sure that the other person has no convictions for crimes  
3 against children and/or no convictions for murder, rape, burglary, or other violent felonies, by  
4 running a background check and sharing the results with the other party.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties shall submit  
6 the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to  
7 the Court and the Welfare Division of the Department of Human Resources within ten days from the  
8 date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner  
9 and not part of the public record. The parties shall update the information filed with the Court and  
10 the Welfare Division of the Department of Human Resources within ten days should any of that  
11 information become inaccurate.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties hereto shall  
13 execute all necessary documents to effectuate the terms of this Decree of Divorce. If any party fails  
14 to do so, the parties are put on notice that the Clerk of the Court is authorized to execute and deliver  
15 said documents for and in behalf of such party.

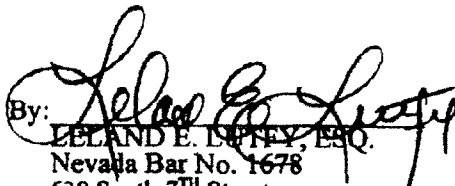
16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS  
17 125B.145, the parties are entitled to a review of any order for support every three years to determine  
18 whether the order should be modified or adjusted.


19 DATED this \_\_\_\_\_ day of ~~JUN 20~~ JUN 20 2013.

20  
21  
22   
23 DISTRICT COURT JUDGE  
24 JACK B. AMES  
25 SENIOR DISTRICT JUDGE  
26  
27 APPROVED AS TO FORM & CONTENT:  
28

Submitted by:

LELAND E. LUTFY, CHARTERED

25  
26  
27 By:   
28 LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7th Street  
Las Vegas, Nevada 89101

By:   
ELIEZER MIZRACHI  
6224 Villa Emo Street  
N. Las Vegas, Nevada 89031  
Defendant in Proper Person

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0441 • (702) 477-0448

**VERIFICATION**

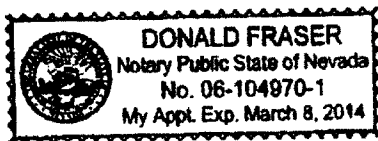
STATE OF NEVADA }  
COUNTY OF CLARK } ss:

ELIEZER MIZRACHI, being first duly sworn, deposes and says, that he is the Defendant in the above-entitled action; that he has read the foregoing Decree of Divorce in Case No. D-13-479664-D and agrees with the contents thereof and acknowledges that he has executed the Decree of Divorce freely and voluntarily and for the uses and purposes therein mentioned.

  
ELIEZER MIZRACHI

SUBSCRIBED and SWORN to before me  
this 4 day of June, 2013.

  
NOTARY PUBLIC  
In and for Said County and State





*Alan D. Lutfy*  
CLERK OF THE COURT

0106  
LELAND E. LUTFY, ESQ.  
LELAND E. LUTFY, CHARTERED  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101  
Telephone 702-477-0443  
Facsimile 702-477-0448  
Attorney for Plaintiff  
DIANE MIZRACHI

DISTRICT COURT  
CLARK COUNTY, NEVADA

DIANE P. MIZRACHI,  
Plaintiff,  
vs.  
ELIEZER MIZRACHI,  
Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

**PLAINTIFF'S MOTION TO CLARIFY AND/OR AMEND  
DECREE OF DIVORCE IN RESPECT TO HOLIDAY  
VISITATION FOR THE PARTIES' MINOR CHILD  
AND FOR ATTORNEY'S FEES AND COSTS**

Date of Hearing: 05/19/2014  
Time of Hearing: 10:00 AM

**NOTICE:** YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED 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, DIANE MIZRACHI, by and through her attorney, LELAND E. LUTFY, ESQ., of the law offices of LELANDE. LUTFY, CHARTERED, and moves this honorable Court to clarify and/or amend the Decree of Divorce relative to the existing holiday visitation schedule and for an award of attorney's fees and costs.

This Motion is made and based on the accompanying Memorandum of Points and Authorities, the Declaration of Plaintiff, attached hereto and incorporated herein as Exhibit "1," the Affidavit of Leland E. Lutfy, Esq. pursuant to Eighth Judicial District Court Rules, Rule 5.11(a),

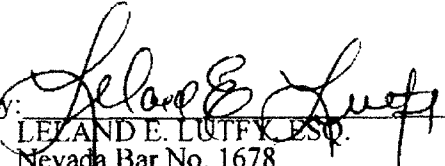
MC

THE LAW OFFICES OF  
LELANDE E. LUTFY, CHARTERED  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

1 attached hereto and incorporated herein as Exhibit "2," the papers and pleadings on file herein and  
2 such argument of counsel as may be heard at the hearing of this matter.

3 DATED this 15<sup>th</sup> day of April, 2014.

4 LELAND E. LUTFY, CHARTERED

5  
6 By:   
LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

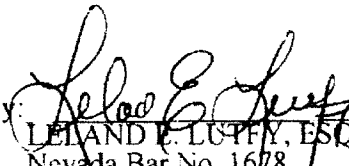
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8  
9 **NOTICE OF MOTION**

10 PLEASE TAKE NOTICE that PLAINTIFF'S MOTION TO CLARIFY AND/OR AMEND  
11 DECREE OF DIVORCE IN RESPECT TO HOLIDAY VISITATION FOR THE PARTIES'  
12 MINOR CHILD AND FOR ATTORNEY'S FEES AND COSTS will be heard in Dept. C of the  
13 Eighth Judicial District Court, Family Division: 05/19/2014

14 10:00 AM

15 DATED this 15<sup>th</sup> day of April, 2014.

16 LELAND E. LUTFY, CHARTERED

17  
18 By:   
LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7th Street  
Las Vegas, Nevada 89101

19  
20  
21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 Plaintiff, Diane Mizrachi, moves this honorable Court to clarify and/or amend the Decree of  
23 Divorce entered June 21, 2013 in respect to the holiday visitation schedule with the parties' minor  
24 child, Nova Autumn Mizrachi, date of birth April 30, 2006. Numerous disputes have arisen between  
25 Plaintiff, DIANE MIZRACHI (hereinafter referred to as 'DIANE') and Defendant, ELIEZER  
26 MIZRACHI (hereinafter referred to as 'ELIEZER') concerning holiday visitation with their daughter.  
27  
28

**FACTUAL BACKGROUND**

The parties were granted a Decree of Divorce on June 21, 2013. A copy of the Decree is attached hereto and incorporated herein as Exhibit "3." Page 2, lines 19 through 22 of the Decree states,

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Dad will have the minor child for the Jewish holidays every year. Mom will have the minor child on the Christian holidays every year.

The Decree did not address holidays that are not religious in nature, e.g., July 4<sup>th</sup>, Presidents Day, etc. Further, disputes have arisen between the parties concerning the religious holidays and how and what visitation each of them should have with their daughter.

In an attempt to resolve the issues, on November 25, 2013, Diane's counsel sent a letter to Eliezer asking him to agree to a holiday visitation schedule as set forth in the letter, a copy of which is attached hereto and incorporated herein as Exhibit "4." It was explained to Eliezer that if the parties could not agree, a motion would be filed with the Court. December 9, 2013, Eliezer responded. Thereafter, Diane's counsel prepared a Stipulation and Order to Modify the Decree of Divorce in respect to the holiday visitation schedule. A copy of the Stipulation and Order is attached hereto and incorporated herein as Exhibit "5." The Stipulation and Order was forwarded to Eliezer on January 31, 2014.

February 6, 2014, Eliezer sent a letter to Diane's counsel and asked that the holiday visitation time be changed to commence at 11:00 a.m. on the holiday and conclude at 11:00 a.m. the following day. The proposed Stipulation and Order was then modified to include the time change. Counsel also put in language Eliezer requested on page 1, lines 20 through 21 where it is stated, "This Stipulation and Order does not modify any other of the terms set forth in the Decree of Divorce." A copy of page 1 of the Stipulation and Order is attached hereto and incorporated herein as Exhibit "6." The revised Stipulation and Order was forwarded to Eliezer on February 7, 2014.

February 15, 2014, Eliezer faxed a letter to counsel listing twelve Jewish holidays for which he wants visitation with the parties' daughter. A copy of the letter is attached hereto and incorporated hercin as Exhibit "7." Eight of the holidays Eliezer is requesting are outside of those that are commonly recognized. Diane does not agree that those 8 additional holidays should be included in

1 the parties' holiday and vacation schedule.

2 **LEGAL ARGUMENT**

3 Each department of the Eighth Judicial District Court, Family Division, has a default holiday  
4 and vacation plan that parties can refer to in formulating their own holiday/vacation schedule. The  
5 Court's default plan includes a page that utilizes Jewish holidays as an example for sharing religious  
6 holidays. The Jewish holidays set forth in the Court's default plan are Passover, Rosh Hashanah,  
7 Yom Kippur and Hanukkah. The default plan also allows for 'bar mitzvah arrangements.'

8 The Clark County School District includes a calendar on its website with a list it calls  
9 Important Dates. Included on the CCSD's list are the Jewish holidays of Passover, Rosh Hashanah,  
10 Yom Kippur and Hanukkah.

11 Diane respectfully requests that the parties follow the default holiday and vacation plan  
12 utilized by the Court. A copy of the Default Holiday and Vacation Plan is attached hereto and  
13 incorporated herein as Exhibit "8." Diane further requests that the visitation for the Jewish holidays  
14 begin at 11:00 a.m. the first day of the holiday and end at 11:00 a.m. the following day.

15 Diane and Eliezer were married March 16, 2000. Eliezer is Jewish; Diane is Protestant. As  
16 the Court can read in Diane's Affidavit, Exhibit "1," prior to their marriage the parties discussed how  
17 religion would be addressed if they had a child. They mutually agreed that both parties could instruct  
18 their child in their own faith, with neither party's religion being considered dominate over the other.

19 The parties' marriage ended after thirteen years. The Court should be aware that Eliezer paid  
20 only slight attention to the Jewish holidays during the parties' marriage. He did not attend temple  
21 on a regular basis. His mother lives in town and would occasionally fix a Passover meal which Diane  
22 and Eliezer would attend with their daughter. Once in a great while Eliezer would take a day off  
23 from work for a Jewish holiday but that was rare. Most Jewish holidays came and went without any  
24 notice in the parties' home. Diane, in fact, who was married to this man for 13 years, never heard  
25 of many of the holidays Eliezer included in his letter of February 15.

26 It is not Diane's desire to deprive Eliezer from teaching their daughter about his faith. That  
27 is part of the child's heritage. But for Eliezer, who is not an observant Jew, to demand that he have  
28 visitation with their child on twelve Jewish holidays each year is just a grab for extra time with her.

1 thus depriving Diane of her rightful time with the child.

2 There are two holidays generally accepted as "Christian" holidays: Easter and Christmas.  
3 Diane would like to celebrate both holidays with the parties' daughter. Pursuant to his letter of  
4 February 15<sup>th</sup>, Eliezer is requesting that he have "all of Passover" with the child. Passover falls  
5 during the same time period as Easter. The Easter holiday lasts only one day; Passover lasts nine.  
6 The dates for Easter and Passover for the next four years are as follows:

7 2014: Passover April 14-22	Easter April 20
8 2015 Passover April 3-11	Easter April 5
9 2016 Passover April 22-30	Easter March 27
10 2017 Passover April 10-18	Easter April 16

11 Were the Court to grant Eliezer's request that he have visitation for all of Passover, Diane  
12 will celebrate only one Easter Sunday with her daughter in that 4 year period. This is not acceptable.  
13 This is clearly a grab for extra time and is adverse to the parties' original agreement prior to  
14 marriage that both mom and dad could share their faith with their child. Diane asks that Eliezer have  
15 Passover with the child beginning at 11:00 a.m. the first day and ending 11:00 a.m. the next day. She  
16 requests that she have Easter beginning at 11:00 a.m. Easter Sunday and ending 11:00 a.m. the next  
17 day.

18 Diane would like to have the Christmas Eve/Christmas Day holiday each year beginning on  
19 December 24 at 11:00 a.m. and ending on December 26 at 11:00 a.m. If Eliezer feels that Diane  
20 having the Christmas holiday is somehow unfair to him, Diane is willing to consider a two day  
21 visitation period for any one of the Jewish holidays Eliezer desires unless that holiday would prevent  
22 her from celebrating Easter Sunday with her daughter. Such a holiday arrangement would put the  
23 parties are on equal footing.

#### 24 CONCLUSION

25 This has become a contentious issue between the parties. In order for them to effectively co-  
26 parent, this issue must be resolved expeditiously. Diane respectfully moves the Court to grant the  
27 relief sought in this Motion. She understands and agrees that Eliezer should have the opportunity  
28 to share his Jewish faith with their child. Diane should have an equal opportunity to celebrate the

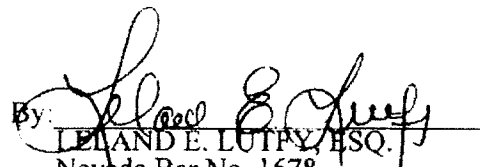
1 Christian holidays with her daughter. Eliezer's request that he have the child on twelve Jewish  
2 holidays every year, including the nine-day Passover period, is unreasonable. Throughout the  
3 parties' thirteen year marriage, Eliezer was never an observant Jew. Jewish holidays often came and  
4 went without notice in their home. Eliezer only rarely took the day off work to observe a Jewish  
5 holiday. For Eliezer to inexplicitly become so devout post-divorce is suspect. Diane believes this  
6 to be a grab for extra time and possibly an attempt by Eliezer to make the Jewish faith the dominate  
7 faith of their child. Diane cannot agree.

8 Diane asks the Court to adopt the default holiday and vacation plan routinely accepted by the  
9 Court for Monday holidays. She asks that Eliezer be granted holiday visitation on the four significant  
10 Jewish holidays of Passover, Rosh Hashanah, Yom Kippur and Hanukkah from 11:00 a.m. the first  
11 day of the holiday to 11:00 a.m. the following day. Diane requests that she have the parties' daughter  
12 on Easter and the Christmas Eve/Christmas Day holiday. Diane's request is reasonable and is not  
13 made in an effort to thwart Eliezer from celebrating Jewish holidays with their child.

14 Diane further asks that the Court award her attorney's fees and costs for having to file this  
15 motion.

16 DATED this 15<sup>th</sup> day of April, 2014.

17 LELAND E. LUTFY, CHARTERED

18  
19  
20 By:   
LELAND E. LUTFY, ESQ.  
21 Nevada Bar No. 1678  
22 530 South 7th Street  
23 Las Vegas, Nevada 89101  
24  
25  
26  
27  
28

# EXHIBIT 1

**DECLARATION OF PLAINTIFF**

STATE OF NEVADA  
COUNTY OF CLARK

} ss

DIANE MIZRACHI, being first duly sworn, deposes and states:

1. That I am the Plaintiff in the above-captioned matter, have knowledge of the facts set forth herein and am competent to testify as to those facts if called upon in a Court of law to do so and I make this Declaration in support of my MOTION TO CLARIFY AND/OR AMEND DECREE OF DIVORCE IN RESPECT TO HOLIDAY VISITATION FOR THE PARTIES' MINOR CHILD AND FOR ATTORNEY'S FEES AND COSTS.

2. That numerous disputes have arisen between my ex-husband Eliezer and me relative to holiday visitation with our daughter Nova, who will be 8 years old on April 30.

3. That I am a Protestant and Eliezer is Jewish. Prior to our marriage in 2000, we agreed that we would both freely share our faith with any child we might have and that neither of our faiths would be considered dominate over the other.

4. That during our thirteen year marriage, Eliezer was never an observant Jew. He did not attend temple on a regular basis; he rarely took a day off work to observe a Jewish holiday. His mother would sometimes invite us for a Passover meal which I attended with Eliezer and our daughter.

5. That Jewish holidays often came and went without any notice in our home. In Eliezer's letter dated February 15, 2014, he listed twelve Jewish holidays during which he would like to have our daughter for visitation. I have never heard of eight of those holidays and they were never previously noted, observed, or celebrated during our 13 year marriage.

6. That I believe it is unreasonable and a grab by Eliezer for more time with our daughter to demand that he have Nova for all of those 12 holidays.

7. That set forth in our Decree of Divorce is language allowing Eliezer to have Nova on the Jewish holidays which I believed to be Passover, Rosh Hashanah, Yom Kippur and Hanukkah. I am to have Nova on the Christian holidays which I believed to be Easter and Christmas Eve/Christmas Day.



1 8. That I agree that Eliezer should be able to celebrate those four significant holidays with  
2 Nova beginning at 11:00 a.m. the first day of the holiday and ending at 11:00 a.m. the following day.  
3 I should likewise be able to celebrate Easter and Christmas with Nova.

4 9. That Easter and Passover traditionally fall during the same time period. If Eliezer were  
5 allowed to have Nova for the entire nine days of Passover, I will be deprived of spending Easter with  
6 my daughter.

7 10. That in a conversation with Eliezer, he informed me that contrary to our Decree of  
8 Divorce, he intends to keep Nova the entire upcoming Passover period beginning April 14 through  
9 April 22, 2014, depriving me of spending Easter Sunday with our daughter on April 20.

10 11. That I respectfully ask the Court to put our disputes to rest and grant the relief sought in  
11 my motion. It is not my intention to circumvent Eliezer's efforts to share his faith with Nova. For  
12 him to suddenly become so devout following our divorce is suspicious.

13 12. That I have read the Motion and affirm that each and every allegation set forth therein  
14 is true to my own knowledge.

15 13. I respectfully ask the Court to grant my Motion.

16 I swear under penalty of perjury that the contents of this Declaration are true to the  
17 best of my knowledge. I understand that by my signature I verify the material  
18 accuracy of the contents. I also understand that any willful misstatements may be  
19 contemptuous and could result in my punishment by the Court.

20 DATED this \_\_\_\_ day of April, 2014.

21   
22 DIANE P. MIZRACHI  
23  
24  
25  
26  
27  
28

# EXHIBIT 2

**AFFIDAVIT OF LELAND E. LUTFY, ESQ.**  
**PURSUANT TO EDCR 5.11(a)**

STATE NEVADA                     )  
   ) ss:  
COUNTY OF CLARK             )

LELAND E. LUTFY, ESQ., being first duly sworn, deposes and says:

1. That I am an attorney, duly licensed to practice law in the State of Nevada, counsel for Plaintiff, I have knowledge of the facts set forth herein and am competent to testify as to those facts if called upon in a court of law to do so and I make this affidavit in support of PLAINTIFF'S MOTION TO CLARIFY AND/OR AMEND DECREE OF DIVORCE IN RESPECT TO HOLIDAY VISITATION FOR THE PARTIES' MINOR CHILD AND FOR ATTORNEY'S FEES AND COSTS.

2. That I certify pursuant to Eighth Judicial District Court Rules, Rule 5.11(a) that I attempted to resolve this matter prior to filing a Motion on Plaintiff's behalf.

3. That on November 25, 2013, I sent a letter to Defendant, Eliezer Misrachi, asking that he stipulate to a specific holiday visitation plan for their minor child. See, Exhibit 4.

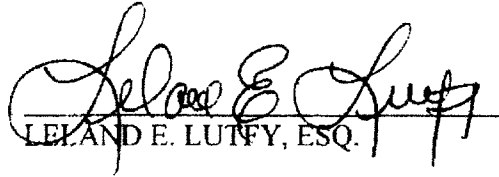
4. That on February 6, 2014, I received a letter from Defendant asking for certain language to be included in the proposed Stipulation and Order. The Stipulation and Order was revised and forwarded to Defendant. See, Exhibit 6.

5. That on February 15, 2014, I received another letter from Defendant asking that the Stipulation and Order be revised again to include visitation to him on eight additional Jewish holidays for a total of 12 holidays each year. See, Exhibit 7.

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**

530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-6443 • (702) 477-9448

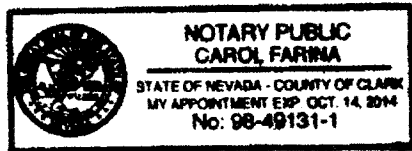
1                   6. That the parties cannot reach an agreement making the filing of a Motion necessary  
2  
3                   FURTHER AFFIANT SAYETH NAUGHT.

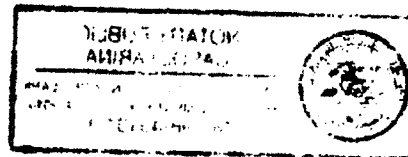
4  
5                     
6                   LELAND E. LUTFY, ESQ.

7                   SUBSCRIBED AND SWORN to before me

8                   this 15<sup>th</sup> day of April, 2014.

9  
10                    
11                  NOTARY PUBLIC





# Exhibit 3

ORIGINAL

Electronically Filed  
06/21/2013 10:53:25 AM

  
CLERK OF THE COURT

1 **DECD**  
2 **LELAND E. LUTFY, ESQ.**  
3 **LELAND E. LUTFY, CHARTERED**  
4 **Nevada Bar No. 1678**  
5 **530 South 7<sup>TH</sup> Street**  
6 **Las Vegas, Nevada 89101**  
7 **702-477-0443**  
8 **Attorney for Plaintiff**  
9 **DIANE MIZRACHI**

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 **DIANE P. MIZRACHI,**  
13 **Plaintiff,**  
14 **vs.**  
15 **ELIEZER MIZRACHI,**  
16 **Defendant.**

Case No.: D-13-479664-D  
Dept. No.: C

17 **DECREE OF DIVORCE**

18 This cause having been submitted for Summary Disposition on the 19<sup>th</sup> day of June, 2013,  
19 upon the Complaint of Plaintiff, DIANE P. MIZRACHI, and the Answer of Defendant, ELIEZER  
20 MIZRACHI, and the parties having stipulated to the contents of this Decree of Divorce, and the  
21 Court having reviewed the sworn affidavit of Plaintiff and Resident Witness, Francis Lacey, and the  
22 cause having been submitted for decision and judgment, and the Court being fully advised as to the  
23 law and the facts of the case finds:

24 That all the allegations contained in Plaintiff's Complaint are true; that the Plaintiff for a  
25 period longer then six weeks prior to the date of verification of the Complaint was, and now is, a  
26 bona fide and actual resident of the State of Nevada; that the Court has jurisdiction herein and that  
27 the Plaintiff is entitled to a divorce upon the grounds set forth in the Complaint.

28 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the bonds of matrimony  
now and heretofore existing between Plaintiff and Defendant be and the same are, hereby wholly  
dissolved and an absolute Decree of Divorce is granted to Plaintiff, and each of the parties hereto

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**LELAND E. LUTFY, CHARTERED**

530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

☐ Other  
☐ Dismissed - Want of Prosecution  
☐ Involuntary (Severely) Dismissal  
☐ Default Judgment  
☐ Transferred  
☐ Disposed After Trial Start  
☐ Total Disposition  
☐ Judgment Reversed by Trial  
☐ Judgment Reversed by Appeal  
☐ Judgment Reversed by Rehearing  
☐ Judgment Reversed by Certiorari  
☐ Judgment Reversed by Other

1 is restored to the status of a single, unmarried person.

2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there is one minor  
3 child born the issue of this marriage, Nova Autumn Mizrachi, date of birth April 30, 2006. There are  
4 no adopted children of the parties and Plaintiff is not pregnant.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties are fit and  
6 proper persons to have joint legal and joint physical custody of their minor child using the follow  
7 schedule:

- 8 1. Mom will have custody of the minor child on Wednesday, Thursday and  
9 Friday each week and every other Tuesday.
- 10 2. Dad will have custody of the minor child on Saturday, Sunday and Monday  
each week and every other Tuesday.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the custody exchanges  
12 shall occur as follows:

- 13 1. Mom will deliver the child to Dad at his residence on Saturday to be  
14 expected no later than 11:00 o'clock a.m.
- 15 2. During the school year, Dad will deliver the child to school on  
16 Wednesday morning. On Mom's alternating Tuesday with the child,  
Dad will deliver the child to school on Tuesday morning.
- 17 3. During Summer breaks or any other break in school, Dad will deliver  
18 the child to Mom at her residence for her usual custody on  
19 Wednesday to be expected no later than 11:00 o'clock a.m. and on  
Mom's alternating Tuesday to be expected no later than 11:00 o'clock  
a.m.

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Dad will have the  
21 minor child for the Jewish holidays every year. Mom will have the minor child on the Christian  
22 holidays every year.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that if either party wants  
24 to take the minor child outside of the United States, that party will need the written approval of the  
25 other party and must provide a written itinerary to include where the minor child will be staying and  
26 contact numbers.

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party will have  
28 three weeks of vacation with the minor child each year upon thirty (30) days notice to the other party.



1 Each party must provide a written itinerary to include where the minor child will be staying and  
2 contact phone numbers.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the vacation in Florida  
4 scheduled in July, 2013 is agreed to by and between the parties.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that based on the shared  
6 custody arrangement and the income of the parties, the parties waive the payment of child support  
7 pursuant to NRS 125.B.080(9). Should the shared custody arrangement change, child support will  
8 be set pursuant to NRS 125B.070.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties are on  
10 notice that any party ordered to pay child support is subject to the provisions of NRS 125.450(2) and  
11 Chapter 31A inclusive, regarding the withholding of wages and commissions for delinquent  
12 payments of support.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS  
14 125A.350, neither party may move from the State of Nevada with the minor child without the prior  
15 mutual written consent of the other party or leave of the court. The failure of a parent to comply with  
16 this provision may be considered a factor if a change of custody is requested by a non-custodial  
17 parent or a parent having joint custody.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS  
19 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th  
20 Session of the Hague Conference on Private International Law, apply if a parent abducts or  
21 wrongfully retains a child in a foreign country. The minor child's habitual residence is located in the  
22 city of Las Vegas, Clark County, State of Nevada, within the United States of America.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant shall  
24 provide health insurance for the benefit of the minor child. Plaintiff and Defendant shall equally  
25 share the balance of all unreimbursed medical expenses including all medical, dental, orthodontic,  
26 vision and related prescription medicine expenses of the minor child, utilizing the 30/30 rule for  
27 payment of expenses.

28 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties are aware

1 of the provisions of NRS 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER:  
2 THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS  
3 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.  
4 NRS 200.359 provides that every person having a limited right of custody to a child or any parent  
5 having no right of custody to the child who willfully detains, conceals or removes the child from a  
6 parent, guardian or other person having lawful custody or a right of visitation of the child in violation  
7 of an order of this court, or removes the child from the jurisdiction of the court without consent of  
8 either the court or all persons who have the right to custody or visitation is subject to being punished  
9 for a Category D felony as provided in NRS 193.130.

10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that parties will alternate  
11 claiming the income tax reduction for the minor child on a yearly basis. Defendant will claim the  
12 minor child in odd numbered years; Plaintiff will claim the minor child in even numbered years.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff is awarded  
14 the following as her sole and separate property:

- 15 1. Marital residence located at 6224 Villa Emo Street, North Las Vegas, Nevada 89031,  
16 subject to encumbrance thereon.
- 17 2. Real property in New Mexico designated as MC047-130-120-111.
- 18 3. Real property in New Mexico designated as MC072-113-110-509.
- 19 4. Real property in Arizona designated as APN 201-28-018.
- 20 5. Real property timeshare located at Tahiti Village in Las Vegas, Nevada. Plaintiff  
21 will have use of the timeshare in odd numbered years. Defendant will have use of  
22 the timeshare in even numbered years. Each party will pay all the expenses relative  
23 to the timeshare during the year in which they have the use of it.
- 24 6. The 2007 Pontiac G6. Defendant is to transfer ownership of the vehicle to Plaintiff.
- 25 7. The two dogs and three cats.
- 26 8. All furniture and furnishings located in the marital residence other than the specific  
27 items awarded herein to Defendant.
- 28 9. Plaintiff's clothing, jewelry and personal property.

1           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant is awarded  
2 the following as his sole and separate property:

- 3           1.     The 2004 Dodge Durango subject to any encumbrance thereon. Plaintiff is to transfer
- 4                 ownership of the vehicle to Defendant.
- 5           2.     Defendant's clothing, jewelry and personal property.
- 6           3.     One sofa, one love seat and two chairs.
- 7           4.     The new 46" television downstairs.
- 8           5.     Gold colored laptop computer.

9           **IT IS FURTHER ORDERED** that Defendant will receive \$2,800.00 from an account in  
10 Plaintiff's and Nova's names at Nevada State Bank. Plaintiff will receive the balancing remaining  
11 in the account.

12           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's separate  
13 property is confirmed as her sole and separate property.

14           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant's separate  
15 property should be confirmed as his sole and separate property.

16           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's debts should  
17 be confirmed as her sole and separate debts and she should indemnify and hold Defendant harmless  
18 therefrom.

19           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant's debts  
20 should be confirmed as his sole and separate debts and he should indemnify and hold Plaintiff  
21 harmless therefrom.

22           **IT IS FURTHER ORDERED** that Defendant shall vacate the marital residence no later than  
23 June 5, 2013.

24           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that neither party shall pay  
25 spousal support to the other.

26           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party shall pay  
27 their own attorney's fees and costs.

28           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that after the divorce, in

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0444

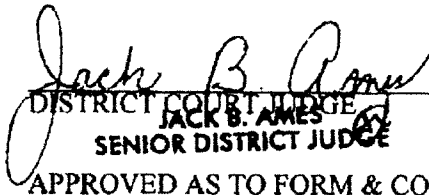
1 order to protect the parties' minor child Nova, if either party has another adult living at their  
2 residence, before doing so, they will make sure that the other person has no convictions for crimes  
3 against children and/or no convictions for murder, rape, burglary, or other violent felonies, by  
4 running a background check and sharing the results with the other party.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties shall submit  
6 the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to  
7 the Court and the Welfare Division of the Department of Human Resources within ten days from the  
8 date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner  
9 and not part of the public record. The parties shall update the information filed with the Court and  
10 the Welfare Division of the Department of Human Resources within ten days should any of that  
11 information become inaccurate.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties hereto shall  
13 execute all necessary documents to effectuate the terms of this Decree of Divorce. If any party fails  
14 to do so, the parties are put on notice that the Clerk of the Court is authorized to execute and deliver  
15 said documents for and in behalf of such party.

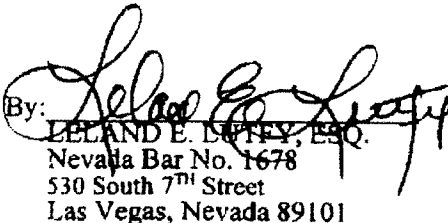
16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS  
17 125B.145, the parties are entitled to a review of any order for support every three years to determine  
18 whether the order should be modified or adjusted.

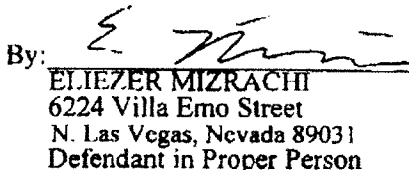
19 DATED this \_\_\_\_\_ day of JUN 20 2013.

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21  
22   
23 DISTRICT COURT JUDGE  
24 JACK B. AMES  
25 SENIOR DISTRICT JUDGE  
26 APPROVED AS TO FORM & CONTENT:

27 Submitted by:

28 LELAND E. LUTFY, CHARTERED

26  
27 By:   
28 LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7th Street  
Las Vegas, Nevada 89101

By:   
ELIEZER MIZRACHI  
6224 Villa Emo Street  
N. Las Vegas, Nevada 89031  
Defendant in Proper Person

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SIXTH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448


**VERIFICATION**

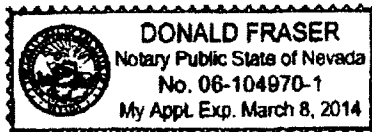
STATE OF NEVADA }  
COUNTY OF CLARK } ss:

ELIEZER MIZRACHI, being first duly sworn, deposes and says, that he is the Defendant in the above-entitled action; that he has read the foregoing Decree of Divorce in Case No. D-13-479664-D and agrees with the contents thereof and acknowledges that he has executed the Decree of Divorce freely and voluntarily and for the uses and purposes therein mentioned.

  
ELIEZER MIZRACHI

SUBSCRIBED and SWORN to before me  
this 4 day of June, 2013.

  
NOTARY PUBLIC  
In and for Said County and State



# EXHIBIT 4

THE LAW OFFICES OF  
**LELAND E. LUTFY**  
CHARTERED

530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443  
FAX: (702) 477-0448  
E-MAIL: LUTFYLAW@AOL.COM

November 25, 2013

Mr. Eliezer Mizrachi  
4979 Nancy Avenue  
Las Vegas, Nevada 89120

Dear Mr. Mizrachi:

Your ex-wife Diane has pointed out to me that the Decree of Divorce does not set forth a holiday visitation schedule.

Family Court offers the following as a recommended holiday schedule.

**THREE DAY HOLIDAYS**

The holiday will begin on the day observed for the holiday at 9:00 a.m. and conclude at 9:00 a.m. the day following the three day holiday weekend, or the day following the holiday where not attached to a three day weekend.

- A. In even numbered years, Dad will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day; in odd numbered years Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day.
- B. In odd numbered years Dad will have the minor child on President's Day, 4th of July, and Veteran's Day; in even numbered years Mom will have the minor child on President's Day, 4th of July, and Veteran's Day.

**INDIVIDUAL HOLIDAYS**

The holiday visitation shall begin at 9:00 a.m. on the individual holiday (or after school on school days), and end at 9:00 p.m. the same day.

Mr. Eliezer Mizrachi  
November 25 2013  
Page 2

- A. Mom will have the minor child on Mom's birthday and Mother's Day each year.
- B. Dad will have the minor child on Dad's birthday and Father's Day each year.
- C. Mom will have the minor child on the child's birthday in even numbered years; Dad will have the minor child on the child's birthday in odd numbered years.

#### THANKSGIVING

The holiday visitation shall begin after school on Wednesday preceding Thanksgiving, or at 6 p.m. Wednesday if school is not in session, and ends at 12:00 noon the day before returning to school, or if no school, on the Sunday after Thanksgiving.

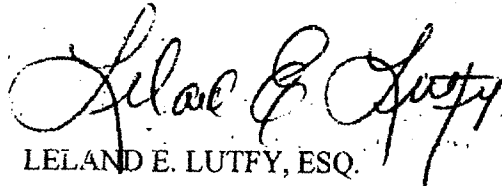
- A. In odd numbered years, Dad will have the minor child for the Thanksgiving holiday.
- B. In even numbered years Mom will have the minor child for the Thanksgiving holiday.

Please advise as soon as possible if you will agree to sign a Stipulation and Order to amend the Decree of Divorce to set forth the holiday visitation schedule. If you do not agree and it is necessary to file a motion in Court, be advised I will be seeking attorney's fees for your refusal. If I do not hear from you within seven days of receipt of this letter I will, without further notice to you, file a motion.

This letter is written pursuant to EDCR 5.11(a).

Yours truly,

LELAND E. LUTFY, CHARTERED



LELAND E. LUTFY, ESQ.

LEL/cf  
cc: Diane Mizrachi



# EXHIBIT 5

1 **SAO**  
2 **LELAND E. LUTFY, ESQ.**  
3 **LELAND E. LUTFY, CHARTERED**  
4 **Nevada Bar No. 1678**  
5 **530 South 7<sup>TH</sup> Street**  
6 **Las Vegas, Nevada 89101**  
7 **702-477-0443**  
8 **Attorney for Plaintiff**  
9 **DIANE MIZRACHI**

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DIANE P. MIZRACHI,  
Plaintiff,  
vs.  
ELIEZER MIZRACHI,  
Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

**STIPULATION AND ORDER TO MODIFY**  
**DECREE OF DIVORCE**

Plaintiff, DIANE P. MIZRACHI, by and between her attorney, LELAND E. LUTFY, ESQ., of the law offices of LELAND E. LUTFY, CHARTERED, and Defendant, ELIEZER MIZRACHI, hereby STIPULATE that the Decree of Divorce be modified to include the following language relative to holiday visitation with their minor child:

**IT IS HEREBY STIPULATED** that Three Day Holidays will begin on the day observed for the holiday at 9:00 a.m. and conclude at 9:00 a.m. the day following the three day holiday weekend, or the day following the holiday when it is not attached to a three day weekend.

- A. In even numbered years, Dad will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day; in odd numbered years Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day.
- B. In odd numbered years Dad will have the minor child on President's Day, 4th of July, and Veteran's Day; in even numbered years Mom will have the minor child on President's Day, 4th of July, and Veteran's Day.

**IT IS FURTHER STIPULATED** that individual holiday visitation shall begin at 9:00 a.m.

1 on the individual holiday (or after school on school days), and end at 9:00 p.m. the same day.

- 2 A. Mom will have the minor child on Mom's birthday and Mother's Day each year.
- 3 B. Dad will have the minor child on Dad's birthday and Father's Day each year.
- 4 C. Because the minor child and her father share the same birth date, Dad will have the
- 5 minor child on the child's birthday each year and Mom will celebrate with the child
- 6 on a different day.

7 **IT IS FURTHER STIPULATED** that the Thanksgiving holiday visitation shall begin after

8 school on the Wednesday preceding Thanksgiving, or at 6 p.m. Wednesday if school is not in

9 session, and end at 12:00 noon the day before returning to school, or if no school, on the Sunday

10 after Thanksgiving.

- 11 A. In odd numbered years, Dad will have the minor child for the Thanksgiving
- 12 holiday.
- 13 B. In even numbered years Mom will have the minor child for the Thanksgiving
- 14 holiday.

15 **IT IS FURTHER STIPULATED** that the parties are on notice that any party ordered to

16 pay child support is subject to the provisions of NRS 125.450(2) and Chapter 31A inclusive,

17 regarding the withholding of wages and commissions for delinquent payments of support.

18 **IT IS FURTHER STIPULATED** that pursuant to NRS 125A.350, neither party may move

19 from the State of Nevada with the minor child without the prior mutual written consent of the other

20 party or leave of the court. The failure of a parent to comply with this provision may be considered

21 a factor if a change of custody is requested by a non-custodial parent or a parent having joint custody.

22 **IT IS FURTHER STIPULATED** that pursuant to NRS 125.510(7) and (8), the terms of the

23 Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on

24 Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign county.

25 The minor child's habitual residence is located in the city of Las Vegas, Clark County, State of

26 Nevada, within the United States of America.

27 **IT IS FURTHER STIPULATED** that the parties are aware of the provisions of NRS

28 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER: THE ABDUCTION,

CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS

PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359

THE LAW OFFICES OF  
LELAND E. LUTFY, CHARTERED  
530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a Category D felony as provided in NRS 193.130.

IT IS FURTHER STIPULATED that pursuant to NRS 125B.145, the parties are entitled to a review of any order for support every three years to determine whether the order should be modified or adjusted.

LELAND E. LUTFY, CHARTERED

By: LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

By: ELIEZER MIZRACHI  
4979 Nancy Avenue  
N. Las Vegas, Nevada 89120  
Defendant in Proper Person

**VERIFICATION**

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

ELIEZER MIZRACHI, being first duly sworn, deposes and says, that he is the Defendant in the above-entitled action; that he has read the foregoing STIPULATION AND ORDER TO MODIFY DECREE OF DIVORCE in Case No. D-13-479664-D and agrees with the contents thereof and acknowledges that he has executed the Stipulation and Order freely and voluntarily and for the uses and purposes therein mentioned.

ELIEZER MIZRACHI

SUBSCRIBED and SWORN to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

NOTARY PUBLIC  
In and for Said County and State

**ORDER**

UPON STIPULATION of the parties and good cause appearing,

**IT IS HEREBY ORDERED** that Three Day Holidays will begin on the day observed for the holiday at 9:00 a.m. and conclude at 9:00 a.m. the day following the three day holiday weekend, or the day following the holiday when it is not attached to a three day weekend.

- B. In **even** numbered years, Dad will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day; in **odd** numbered years Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day.
- B. In **odd** numbered years Dad will have the minor child on President's Day, 4th of July, and Veteran's Day; in **even** numbered years Mom will have the minor child on President's Day, 4th of July, and Veteran's Day.

**IT IS FURTHER ORDERED** that individual holiday visitation shall begin at 9:00 a.m. on the individual holiday (or after school on school days), and end at 9:00 p.m. the same day.

- A. Mom will have the minor child on Mom's birthday and Mother's Day each year.
- B. Dad will have the minor child on Dad's birthday and Father's Day each year.
- C. Because the minor child and her father share the same birth date, Dad will have the minor child on the child's birthday each year and Mom will celebrate with the child on a different day.

**IT IS FURTHER ORDER** that the Thanksgiving holiday visitation shall begin after school on Wednesday preceding Thanksgiving, or at 6 p.m. Wednesday if school is not in session, and end at 12:00 noon the day before returning to school, or if no school, on the Sunday after Thanksgiving.

- A. In **odd** numbered years, Dad will have the minor child for the Thanksgiving holiday.
- B. In **even** numbered years Mom will have the minor child for the Thanksgiving holiday.

**IT IS FURTHER ORDERED** that the parties are on notice that any party ordered to pay child support is subject to the provisions of NRS 125.450(2) and Chapter 31A inclusive, regarding the withholding of wages and commissions for delinquent payments of support.

**IT IS FURTHER ORDERED** that pursuant to NRS 125A.350, neither party may move from the State of Nevada with the minor child without the prior mutual written consent of the other party or leave of the court. The failure of a parent to comply with this provision may be considered

1 a factor if a change of custody is requested by a non-custodial parent or a parent having joint custody.

2 **IT IS FURTHER ORDERED** that pursuant to NRS 125.510(7) and (8), the terms of the  
3 Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on  
4 Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign county.  
5 The minor child's habitual residence is located in the city of Las Vegas, Clark County, State of  
6 Nevada, within the United States of America.

7 **IT IS FURTHER ORDERED** that the parties are aware of the provisions of NRS  
8 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER: THE ABDUCTION,  
9 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS  
10 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359  
11 provides that every person having a limited right of custody to a child or any parent having no right  
12 of custody to the child who willfully detains, conceals or removes the child from a parent, guardian  
13 or other person having lawful custody or a right of visitation of the child in violation of an order of  
14 this court, or removes the child from the jurisdiction of the court without consent of either the court  
15 or all persons who have the right to custody or visitation is subject to being punished for a Category  
16 D felony as provided in NRS 193.130.

17 **IT IS FURTHER ORDERED** that pursuant to NRS 125B.145, the parties are entitled to  
18 a review of any order for support every three years to determine whether the order should be  
19 modified or adjusted.

20 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

21  
22  
23 \_\_\_\_\_  
DISTRICT COURT JUDGE

24 SUBMITTED BY:

APPROVED AS TO FORM AND CONTENT

25  
26 By: \_\_\_\_\_  
27 **LELANDE E. LUTFY, ESQ.**  
28 Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

By: \_\_\_\_\_  
**ELIEZER MIZRACHI**  
4979 Nancy Avenue  
N. Las Vegas, Nevada 89120  
Defendant in Proper Person

# Exhibit 6

1 **SAO**  
2 **LELAND E. LUTFY, ESQ.**  
3 **LELAND E. LUTFY, CHARTERED**  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 702-477-0443  
8 Attorney for Plaintiff  
9 **DIANE MIZRACHI**

10  
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12  
13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 **DIANE P. MIZRACHI,**

16 Plaintiff,

17 vs.

18 **ELIEZER MIZRACHI,**

19 Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

20  
21  
22 **STIPULATION AND ORDER TO MODIFY**  
23 **DECREE OF DIVORCE**

24 Plaintiff, DIANE P. MIZRACHI, by and between her attorney, LELANDE E. LUTFY, ESQ.,  
25 of the law offices of LELANDE E. LUTFY, CHARTERED, and Defendant, ELIEZER MIZRACHI,  
26 hereby STIPULATE that the Decree of Divorce be modified to include the following language  
27 relative to holiday visitation with their minor child. This Stipulation and Order does not modify any  
28 other of the terms set forth in the Decree of Divorce.

**IT IS HEREBY STIPULATED** that Three Day Holidays will begin on the day observed  
for the holiday at 11:00 a.m. and conclude at 11:00 a.m. the day following the three day holiday  
weekend, or the day following the holiday when it is not attached to a three day weekend.

- A. In **even** numbered years, Dad will have the minor child on Martin Luther King Day,  
Memorial Day, Labor Day and Nevada Admissions Day; in **odd** numbered years  
Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor  
Day and Nevada Admissions Day.
- B. In **odd** numbered years Dad will have the minor child on President's Day, 4th of  
July, and Veteran's Day; in **even** numbered years Mom will have the minor child on  
President's Day, 4th of July, and Veteran's Day.



# Exhibit 7

RECEIVED FEB 13 2014

FROM: EIEZER MIZRACHI

TO : LELAND E. LUTFY

RE: DIANE MIZRACHI

Dear Mr. Lutfy:

I am willing to agree to the additional holidays provided in your propped stipulation but, as I wrote in my last letter, I am not agreeing to modify the holidays as previously agreed upon in the Decree of Divorce. Diane knows that the Jewish holidays are very important to me and that is the reason we entered the Decree as we did. In my last letter, I asked you to ensure the holidays in the Decree are not affected. While your revised stipulation adds a provision to that effect, it also has a new provision that specifically CHANGES the holidays in the Decree. I am referring to lines 14-17 on page 2, and lines 7-10 on page 5. The revised stipulation also attempts to limit the Jewish holidays to only those that are "significant" and/or "court recognized." I don't know what that means and this is also not something we agreed in the Decree.

I do recognize the need to clarify the holidays and dates to avoid confusion and/or conflict. I am happy to review the holidays and dates. In the interest of cooperating with Diane, I am also willing to take less days on some holidays. Here is the list of holidays:

Rosh Hashanah  
Yom Kippur  
Sukkot  
Shemini Atzeret  
Simchat Torah  
Chanukkah  
Tu B'Shevat  
Purim  
Pesach (Passover)  
Lag B'Omer  
Shavu'ot  
Tisha B'Av

Again, I will love to try to work with Diane as much as I can but this is very important to me and is the reason I agreed to the terms of the Decree of Divorce. I am willing to work with Diane on this. I do not have to have all of the holidays if they conflict with Diane. But there are some holidays that I would not like to change. For example, I would like to keep all of Yom Kippur, Chanuka and all of Passover, and have at least the first night of Rosh Hashanah, Sukkot, Simchat Torah, and Purim.

Thank you for your time,

Eli

# Exhibit 8

## DEPARTMENT D - DEFAULT HOLIDAY AND VACATION PLAN

THE COURT ENCOURAGES THE PARENTS TO COMMUNICATE REGARDING SHARING TIME WITH THEIR CHILDREN FOR HOLIDAY AND VACATION. The following HOLIDAY AND VACATION PLAN is a "default" schedule where parents are unable to otherwise agree. Therefore, the parents may agree in a signed writing to deviate from this schedule and this "default" plan shall apply where they cannot agree. HOLIDAYS take precedence over RESIDENTIAL TIME and no party shall give notice to take VACATION TIME during the other party's HOLIDAY TIME.

### ODD YEAR   EVEN YEAR

#### THREE DAY HOLIDAYS

The holiday will begin on the day observed for the holiday at 9am and conclude at 9am the day following the three day holiday weekend, or the day following the holiday where not attached to a three day weekend.

MARTIN LUTHER KING DAY	MOM	DAD
PRESIDENT'S DAY	DAD	MOM
MEMORIAL DAY	MOM	DAD
INDEPENDENCE DAY	DAD	MOM
LABOR DAY	MOM	DAD
COLUMBUS DAY	DAD	MOM
NEVADA ADMISSION DAY (HALLOWEEN)	MOM	DAD

### **INDIVIDUAL DAYS**

The holiday visitation shall begin at 9am on the individual holiday (or after school on school days) and end at 9 pm the same day. The year indicated is the calendar year and not the age of a child or parent.

	<b><u>ODD YEAR</u></b>	<b><u>EVEN YEAR</u></b>
<b>MOTHER'S DAY</b>	<b>MOM</b>	<b>MOM</b>
<b>FATHER'S DAY</b>	<b>DAD</b>	<b>DAD</b>
<b>MOTHER'S BIRTHDAY</b>	<b>MOM</b>	<b>MOM</b>
<b>FATHER'S BIRTHDAY</b>	<b>DAD</b>	<b>DAD</b>
<b>CHILDREN'S BIRTHDAY</b>	<b>DAD</b>	<b>MOM</b>

### **EASTER/SPRING BREAK**

<b>EASTER/SPRING BREAK</b>	<b>MOM</b>	<b>DAD</b>
----------------------------	------------	------------

The holiday visitation shall begin at 9am following the last day of school and concludes at 12:00 noon the day before returning to school. If a child must travel outside of the country for the holiday, they should be home no later than 7pm the evening before school resumes. If the child is not in school, the parents shall refer to the Clark County School District Calendar for the school zone where the primary custodian resides regarding exact dates for travel.

ODD YEAR

EVEN YEAR

MOM

DAD

THANKSGIVING

The holiday visitation shall begin after school on Wednesday preceding Thanksgiving, (or at 6:00 pm Wednesday if school is not in session) and ends at 12:00 pm the day before returning to school, or if no school, on the Sunday after Thanksgiving. If a child must travel outside of the county for the holiday, they should be home no later than 7:00 pm the evening before school resumes.

CHRISTMAS HOLIDAY & WINTER BREAK

The parties are expected to equally divide all days available for the winter break attaching MOM'S timeshare to her Christmas Holiday segment and DAD'S timeshare to his Christmas Holiday segment to the extent possible, except the Christmas holiday, which shall be divided into two segments. The first segment shall begin at 9 AM on Christmas Eve and conclude Christmas Day at 9 PM. If a child must travel outside of the county for the holiday, they shall be home no later than 7 PM the evening before school resumes. If the child is not in school, the parents shall refer to the Clark County School District Calendar for the school zone where the primary custodian resides regarding exact dates for travel.

CHRISTMAS SEGMENT 1  
CHRISTMAS SEGMENT 2

DAD  
MOM

MOM  
DAD

**SUMMER/TRACK BREAK VACATIONS**

<b>VACATION SELECTION PRIORITY</b>	<b><u>ODD YEAR</u></b>	<b><u>EVEN YEAR</u></b>
	<b>MOM</b>	<b>DAD</b>

Each parent shall be entitled to a minimum of one (1) vacation each year, not to exceed a consecutive two (2) week period, unless there is a mutual written agreement otherwise.

During the year a parent has the right to designate their vacation time first, failing to do so by certified mail by May 1<sup>st</sup> in that year will permit the other parent to make plans via certified mail to the other parent as of May 2<sup>nd</sup>. The earlier certified mail stamp will prevail as to the parent who made the earlier plans where there is a conflict regarding first in time. HOLIDAYS take precedence over RESIDENTIAL TIME, and no party shall give notice to take VACATION TIME during the other party's HOLIDAY TIME.

### **RELIGIOUS HOLIDAYS**

Where the parents do not share the same religious beliefs, each parent shall have the right to provide religious instruction to the child unless there is a child welfare or endangerment issue that where the parents cannot resolve, may be presented to the Court. Additionally, where both parents are of the same faith (e.g. Jewish, Catholic, etc), both parents shall have the opportunity to enjoy the right to celebrate that holiday with the child. However, where the parent with the right to celebrate that holiday does not intend to observe the formal ceremonies, that parent shall make the child available to the other parent for attendance at temple, mass religious instruction, etc. Where one or both parents practice another religion, they are to alternate those holidays as provided in the following example for Jewish Holidays: Following, is a non-inclusive list of other religions where parents shall alternate holidays: Buddhist, Hindu, Greek Orthodox, Eastern and Russian Orthodox, Islamic, World Wide Church of God, Protestant, Lutheran, Baha'i, Church of Latter Day Saints, Sikh, Roman Catholic, Armenian Holidays, Eid of Adha, Chinese, Korean and Vietnamese New Year, etc.

#### **JEWISH HOLIDAY EXAMPLE:**

	<b><u>ODD</u></b>	<b><u>EVEN</u></b>
<b>PASSOVER</b>	<b>DAD</b>	<b>MOM</b>
<b>ROSH HASHANAH</b>	<b>MOM</b>	<b>DAD</b>
<b>YOM KIPPUR</b>	<b>DAD</b>	<b>MOM</b>
<b>HANUKKAH</b>	<b>MOM</b>	<b>DAD</b>
<b>BAR MITZVAH ARRANGEMENTS</b>	<b>DAD</b>	<b>MOM</b>

**NOTE: WHERE THERE IS AN OVERLAP OF CONFLICTING RELIGIOUS HOLIDAYS, THE FOLLOWING PRIORITY SHALL PREVAIL:**

#### **OVERLAP PRECEDENT**

<b>MOM</b>	<b>DAD</b>
------------	------------



**MOFI**  
LELAND E. LUTFY, ESQ.  
LELAND E. LUTFY, CHARTERED  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DIANE P. MIZRACHI,

Plaintiff,

vs.

ELIEZER MIZRACHI,

Defendant.

CASE NO.: D-10-438512-D

DEPT NO.: E

**FAMILY COURT MOTION/OPPOSITION  
FEE INFORMATION SHEET  
(NRS 10.0312)**

Party Filing Motion/Opposition

☒ Plaintiff/Petitioner

☐ Defendant/Respondent

**MOTION FOR/OPPOSITION TO CLARIFY OR AMEND HOLIDAY VISITATION**

**Notice**

**Motions and Oppositions to  
Motions filed after entry of  
final Decree or Judgment  
(pursuant to NRS 125, 125B  
& 125 C) are subject to the  
Re-open Filing Fee of \$25.00,  
unless specifically excluded.  
(See NRS 19.0312)**

**Excluded Motions/Oppositions**

- ☐ Motions filed before final Decree/Custody Decree entered (Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Request for New Trial (within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Other Excluded Motion \_\_\_\_\_  
(Must be prepared to defend exclusion to Judge)

**NOTE:** If no boxes are checked, filing fee **MUST** be paid.

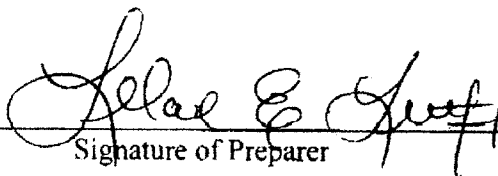
☒ Motion/Opp IS subject to \$25.00 filing fee

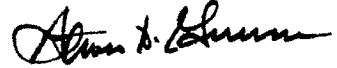
☐ Motion/Opp IS NOT subject to filing fee

DATE: April 15, 2014

Leland E. Lutfy, Esq.

Printed Name of Preparer

  
Signature of Preparer



CLERK OF THE COURT

1 **OPPS**  
2 RACHEL M. JACOBSON, ESQ.  
3 Nevada Bar No. 007827  
4 JACOBSON LAW OFFICE, LTD  
5 64 North Pecos Road, Suite 200  
6 Henderson, Nevada 89074  
7 (702) 601-0770  
8 *Attorney for Defendant*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 **DIANE P. MIZRACHI,**

12 **PLAINTIFF,**

13 **VS.**

14 **ELIEZER MIZRACHI,**

15 **DEFENDANT.**

Case No. **D-13-479664-D**

Dept. No. **C**

Date of Hearing: **5/19/2014**

Time of Hearing: **10:00 AM**

16 **OPPOSITION TO MOTION AND COUNTERMOTION FOR ENFORCEMENT OR**  
17 **MODIFICATION OF THE DECREE**

18 COMES NOW, the Defendant, ELIEZER MIZRACHI ("Eliezer"), by and through his  
19 attorney RACHEL M. JACOBSON, ESQ., and hereby files his Opposition and Countermotion  
20 to Plaintiff's Motion to Clarify and/or Amend Decree of Divorce in Respect to Holiday  
21 Visitation for the Parties' Minor Child and for Attorney's Fees and Costs.

22 ...

23 ...

24 ...

25 ...

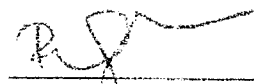
26 ...

27 ...

1 ...  
2 This Opposition and Counter-motion are made and based upon the Points and  
3 Authorities, Exhibits, Declaration of Defendant submitted herewith, and oral argument to be  
4 adduced at the hearing of this matter.  
5

6 Dated this 7<sup>th</sup> day of May, 2014.

7 RESPECTFULLY SUBMITTED,  
8

9 

10 RACHEL M. JACOBSON, ESQ.  
11 Nevada Bar No. 007827  
12 JACOBSON LAW OFFICE, LTD  
13 64 North Pecos Road, Suite 200  
14 Henderson, Nevada 89074  
15 (702) 601-0770

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I**

18 **STATEMENT OF FACTS**

19 **A. Background**

20 The Parties, Defendant ELIEZER MIZRACHI ("Eliezer") and Plaintiff DIANE P. MIZRACHI  
21 ("Diane") married in December of 1999. Together, they have one child named NOVA MIZRACHI  
22 ("NOVA") who was born on April 30, 2006. In May of 2013, Diane initiated a divorce action  
23 and the parties commenced negotiations. Diane's counsel prepared Eliezer's Answer and the  
24 parties entered a Stipulation and Order vacating the hearing on the Motion which Diane filed  
25 regarding custody. Following negotiations, on June 4, 2013, Eliezer also signed the parties'  
26 stipulated Decree of Divorce which was drafted and signed by Diane's attorney. That Decree of  
27 Divorce was entered by this Court on June 21, 2013.  
28

1 As provided in the Decree, the parties agreed to share joint physical custody of Nova.  
2 They agreed that Nova would be with Diane on Wednesday, Thursday and Friday each week and  
3 every other Tuesday. And Nova would be with Eliezer on Saturday, Sunday and Monday each  
4 week and every other Tuesday. See Decree at page 2, lines 5-10. On Saturdays, Diane is to  
5 deliver Nova to Eliezer no later than 11:00 a.m., and Eliezer is to deliver Nova to school on  
6 Wednesdays as well as his alternating Tuesdays. During summer breaks or any other break in  
7 school, Eliezer is to deliver Nova to Diane at her residence for her usual schedule no later than  
8 11:00 a.m. *Id.* at lines 11-19.

10 The parties also agreed, in no uncertain terms, that "Dad will have the minor child for the  
11 Jewish holidays every year." And that "mom will have the minor child on the Christian holidays  
12 every year." *Id.* at lines 20-21. Pursuant to the Decree, Diane was also awarded the parties'  
13 marital home and investment properties. *Id.* at page 4. When inquired about this, Eliezer  
14 explains it was worth it because all that mattered to him was the time and Jewish holidays with  
15 Nova. But now, in her Motion, Diane seeks to modify the parties' Decree of Divorce "in respect  
16 to holiday visitation."

18  
19 **B. Diane's Current Motion to Clarify/Amend**

20 1. To justify her request, Diane present to this Court that "numerous disputes have  
21 arisen" between the parties "concerning holiday visitation with their daughter." See Diane's  
22 Motion, page 2, lines 25-27. Importantly, however, what Diane does not clarify to this Court is  
23 that all "disputes" were a result of her own refusal to facilitate Eliezer's visitation during Jewish  
24 holidays. None of the "disputes" Diane presents were caused by Eliezer.

26 2. Diane also tells this Court that she attempted to resolve this issue by way of  
27 correspondence on November 25, 2013. See Motion page 3, lines 10-12. In reality, Diane  
28

1 simply demanded that Eliezer modify the Decree pursuant to her new terms. Moreover, Diane's  
2 November 25, 2013 correspondence simply seeks to add nonreligious holidays, to wit: Martin  
3 Luther King Day, Memorial Day, Labor Day, and Nevada Admissions Day, as well as Mother's  
4 Day, Father's Days, and the parties' birthdays. This letter said nothing about revising the Jewish  
5 holidays granted to Eliezer in the Decree. See letter attached hereto as **Exhibit A**. In his  
6 responsive letter, Eliezer agreed to add the non-religious holidays yet when he received the  
7 proposed Stipulation, it contained revisions to which he did not agree. See Eliezer's letter  
8 attached hereto as **Exhibit B**; See also proposed Stipulation attached hereto as **Exhibit C**.  
9 Specifically, though never agreed, the proposed Stipulation contained the following terms on  
10 page 2, lines 14-17:  
11  
12

13 "IT IS FURTHER STIPULATED that pursuant to the Decree of Divorce, Dad will  
14 continue to have the minor child for the first day of the Jewish holidays every years.  
15 Mom will continue to have the minor child on the Christian holidays every year.  
16 Significant, Court-recognized Jewish and Christian holidays will take precedence over  
17 regular visitation and the Monday holiday schedule."

18 Upon receipt of this proposed Stipulation in the first week of February 2014, Eliezer sent Mr.  
19 Lutfy another letter, on February 5, 2014, making even more concessions in his continued efforts  
20 to successfully co-parent with Diane. See letter attached hereto as **Exhibit D**. Eliezer has  
21 continually attempted to work with Diane, but she would not accept less than the terms she  
22 attempted to spring upon Eliezer in her proposed Stipulation. Following this letter, Eliezer did  
23 not receive a response but Diane (a non-religious person) began taking Nova to different churches  
24 and Sunday schools. Up to this point, Nova did not attend Sunday school or church of any kind.  
25 Eliezer also learned that Diane was badmouthing the Jewish faith and people directly to Nova.  
26 See Declarations attached hereto as **Exhibit E**. Diane also began telling Nova that Nova is not  
27 Jewish. One can only imagine how confusing all this must be to an eight year old child.  
28

1 The next correspondence Eliezer received from Diane's attorney was dated April 15,  
2 2014. In this letter, Diane demands her visitation for Easter Sunday. Diane also advises Eliezer  
3 what various Court departments typically order regarding Passover visitation. See letter attached  
4 hereto as **Exhibit F**. Eliezer assured Diane and her attorney that he has no intentions of denying  
5 Diane's Easter Sunday. See Eliezer's letter attached hereto as **Exhibit G**. Eliezer's only concern  
6 was that Diane was working on Easter Sunday. *Id.* Thus, Diane's current concern, on page 5,  
7 lines 11-12 of her Motion, that she will only have one Easter Sunday with Nova in a period of 4  
8 years (as Passover and Easter overlap) is simply not genuine as Eliezer has not and does not  
9 intend on denying Christina holidays to Diane. Ironically, as Diane sent this letter demanding  
10 Easter Sunday and threatening Eliezer that he would be in contempt if he denied same, Diane  
11 herself refused to allow Eliezer to exercise visitation with Nova on the first day of Passover 2014.  
12

13  
14 3. Diane also argues that "Eliezer is not an observant Jew," and is simply requesting  
15 visitation on the Jewish holidays each year as "just a grab for extra time with [Nova]. See Motion  
16 page 4, lines 27-28. First, this is irrelevant as the parties entered an agreement which Diane  
17 cannot simply modify after the fact simply by critiquing Eliezer's religious commitments. In any  
18 event, Eliezer never presented to be other than Jewish. Diane, on the other hand, is now  
19 experimenting with different religions (and Eliezer is concerned that this is not healthy for an 8  
20 year old). Throughout their courtship before the marriage and during the marriage, Diane shared  
21 in Eliezer's Jewish heritage and was, at the very least, aware of it. See, for example, pictures and  
22 Declaration attached hereto as **Exhibit H**. Diane's current representations in this regard are  
23 simply not genuine.<sup>1</sup>  
24  
25

26  
27 <sup>1</sup> Diane saw photographs taken at Eliezer's bris and his bar mitzvah. Diane celebrated all holidays with the family,  
28 lit candles on Hanukah, danced at various bar and bat mitzvahs, ate traditional Israeli/Jewish foods, danced the  
hora, was surrounded by Hebrew, watched Eliezer say the Kadish over his father when he passed away, placed a

1 II

2 LEGAL ARGUMENT

3 **A. Diane's Motion Does Not Present a Prima Facie Case and Should, therefore, be**  
4 **Denied.**

5 While it is true that, pursuant to Nevada law, this Court has continuing jurisdiction to  
6 modify or vacate its prior order until the time that Nova reaches the age of majority, Nevada  
7 courts, however, treat the decision to modify or vacate an existing order very seriously and  
8 parents seeking to modify an order in Nevada must first meet a much greater burden than the  
9 standard best interest test originally used to determine custody. Specifically, parents seeking  
10 modification should bring forward changed circumstances along with a best interest argument.  
11 In the case at hand, Diane does not present a legal basis for her request and fails to satisfy this  
12 standard.

13 Diane is asking this Court to modify the Decree without having any changed  
14 circumstances other than what boils down to simply "I don't like it." This sentiment does not  
15 warrant modification. The "disputes" which Diane presents in support of her Motion are self-  
16 induced and are comprised simply of her denying Eliezer visitation on Jewish holidays. Not only  
17 does Diane fail to present a changed circumstance to support her Motion, her Motion does not  
18 address Nova's best interest whatsoever. Thus, Diane's Motion should be denied for failure to  
19 present adequate cause pursuant to *Rooney v. Rooney*, 109 Nev. 540, 853 P.2d 123 (1993).

20 **B. Countermotion**

21  
22 **1. Modification of Custody and/or Diane should be Admonished for Negligent**  
23 **Conduct and Should be Found in Contempt of Court**

24 Not only has Diane attempted to restrict and limit Eliezer's visitation with Nova, she has  
25 also exhibited worrisome parental judgments. In his communication with Diane's attorney,  
26 Eliezer attempted to discuss some of his concerns. In doing so, Eliezer even suggested  
27 mezuzah on the front door of their marital home marking it a "Jewish home," raised Nova immersed in this faith,  
28 and used these holidays to negotiate what she wanted in the divorce.

1 participation in a co-parenting course. Unfortunately, all of Eliezer's communications in this  
2 regard have gone ignored. See letters attached hereto as Exhibits B and G. Without the  
3 assistance of this Court, Eliezer fears Diane will continue to exhibit questionable parental  
4 judgment.

5  
6 Not only is Diane telling Nova that Jewish people are bad as provided above, school  
7 records reveal that Nova is also repeatedly tardy to school under Diane's care. See report  
8 attached hereto as **Exhibit I**. During Diane's days, Nova is tardy in the morning and too  
9 frequently left waiting long after school had already ended. Diane has also recently left Nova  
10 alone in a car while Diane was shopping inside a store when the two were in California. Eliezer  
11 is aware of this incident because Nova called him from the car expressing she was scared.  
12 Eliezer immediately texted Diane.

13  
14 Another recent incident involves a dog bite (Nova's second one from the same dog). On  
15 August 30, 2013, Nova was bitten by one of the family dogs. Strangely, Diane would not take  
16 Nova to the doctor because she was going to work. Eliezer was also scheduled to work that day  
17 but, given the circumstances, took the day off. Disturbingly, though she was going to work,  
18 Diane would not allow Eliezer to take Nova to the doctor because it was her day. Given the  
19 severity of the injury, Eliezer contacted the Police who told him that Diane could not refuse  
20 medical care and, if necessary to facilitate care, police would remove child from her care.  
21 Luckily, police involvement was not necessary because Diane's nanny allowed Eliezer to take  
22 Nova to the hospital after Diane left for work. When Eliezer was going to report the dog due to  
23 the bite, Nova cried vehemently and explained that Diane told her "if they take the dog they will  
24 put him down." See medical records attached hereto as **Exhibit J**.



1 Another questionable incident involves Diane's vacation choice. Diane insisted upon  
2 exercising her vacation time with Nova this year on days that required Nova to miss an entire  
3 week of school. Not only did Nova miss this week, but she did not work on any of her missing  
4 assignments during that time. Instead, upon Nova's return, Eliezer utilized his time to ensure  
5 Nova completes her missing assignments and catches up.  
6

7 Additionally, as previously stated, Diane would not allow Eliezer to exercise visitation  
8 with Nova on Passover of this year. A quick internet search revealed that Passover indeed  
9 started on the night of April 14, 2014; Diane nevertheless denied this time though she and Nova  
10 were back from their week-long vacation. As a result, Nova missed the first night of Passover  
11 and did not begin the holiday together with the traditional family dinner during which time the  
12 Jews retell the story of the Jews in Egypt. Eliezer attempted to explain this to Diane but to no  
13 avail. Diane's conduct constitutes contempt under NRS 22.010 as contempt equals any  
14 "Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge  
15 at chambers." Diane's refusal to facilitate Nova's Passover visitation is consistent with her  
16 behavior of late.  
17

18  
19 Diane has told Nova that "Nova is not Jewish" and that "Jewish people are bad...." See  
20 Declarations attached hereto as Exhibit E. Diane speaks ill of Judaism and also badmouths Eli  
21 directly to Nova. It is a concern that Diane speaks to Nova more like an adult than a child who  
22 requires censored communication – especially regarding her father and heritage.  
23

24 Another example of Diane's questionable judgment involves Thanksgiving 2013.  
25 Though Thanksgiving is not included in the parties' Decree of Divorce, Eliezer requested to  
26 exercise the 4 hour right of first refusal that day as Diane was going to work and Nova would be  
27 home alone with the Nanny instead of family on this day. Eliezer had to beg and plead with  
28

1 Diane to allow him to visit with Nova on this day rather than having her stay at home alone on  
2 Thanksgiving while Diane was at work until 2 a.m.

3 Further, given Diane's failure to honor the parties' agreement and this Court's order, and  
4 having to oppose this Motion, Eliezer should be awarded attorney's fees. In that regard, EDCR  
5 7.60(b) provides as follows:  
6

7 The court may, after notice and an opportunity to be heard, impose upon an  
8 attorney or a party any and all sanctions which may, under the facts of the case, be  
9 reasonable, including the imposition of fines, costs or attorney's fees when an  
attorney or a party without just cause:

- 10 (1) Presents to the court a motion or an opposition to a motion which is  
11 obviously frivolous, unnecessary or unwarranted.
- 12 (2) Fails to prepare for a presentation.
- 13 (3) So multiplies the proceedings in a case as to increase costs  
14 unreasonably and vexatious.
- 15 (4) Fails or refuses to comply with these rules.
- 16 (5) Fails or refuses to comply with any order of a judge of the court.

### 17 III

### 18 CONCLUSION

19 In essence, by way of her Motion, Diane is attempting to back out of the parties'  
20 agreement regarding Jewish holidays. It is very clear that Eliezer agreed to the terms of the  
21 parties' Stipulated Decree of Divorce because he was going to get the Jewish holidays. Allowing  
22 Diane to modify the parties' agreement now simply because she does not like it is not  
23 warranted, it contradicts public policy as it would be gravely unfair to Eliezer who negotiated in  
good faith, and it would not be in Nova's best interests.

24 *WHEREFORE*, Eliezer prays for judgment as follows:

- 25 1. That the Court deny Diane's Motion in its entirety;
- 26 2. That the Court grant his Countermotion for Enforcement of the Decree of Divorce;
- 27 3. For a finding of contempt;
- 28

1 4. For Attorney's Fees; and

2 5. For such other relief as the Court deems appropriate under the circumstances.

3 DATED this 8 day of May, 2013.

4  
5 RESPECTFULLY SUBMITTED,

6  
7 

8 RACHEL M. JACOBSON, ESQ.  
9 Nevada Bar No. 007827  
10 JACOBSON LAW OFFICE, LTD  
11 64 North Pecos Road, Suite 200  
12 Henderson, Nevada 89074  
13 (702) 601-0770  
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15  
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# Exhibit A

THE LAW OFFICES OF  
**LELAND E. LUTFY**  
CHARTERED

530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443  
FAX: (702) 477-0448  
E-MAIL: LUTFYLAW@AOL.COM

November 25, 2013

Mr. Eliezer Mizrachi  
4979 Nancy Avenue  
Las Vegas, Nevada 89120

Dear Mr. Mizrachi:

Your ex-wife Diane has pointed out to me that the Decree of Divorce does not set forth a holiday visitation schedule.

Family Court offers the following as a recommended holiday schedule.

**THREE DAY HOLIDAYS**

The holiday will begin on the day observed for the holiday at 9:00 a.m. and conclude at 9:00 a.m. the day following the three day holiday weekend, or the day following the holiday where not attached to a three day weekend.

- A. In even numbered years, Dad will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day; in odd numbered years Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day.
- B. In odd numbered years Dad will have the minor child on President's Day, 4th of July, and Veteran's Day; in even numbered years Mom will have the minor child on President's Day, 4th of July, and Veteran's Day.

**INDIVIDUAL HOLIDAYS**

The holiday visitation shall begin at 9:00 a.m. on the individual holiday (or after school on school days), and end at 9:00 p.m. the same day.

Mr. Eliezer Mizrahi

November 25 2013

Page 2

- A. Mom will have the minor child on Mom's birthday and Mother's Day each year.
- B. Dad will have the minor child on Dad's birthday and Father's Day each year.
- C. Mom will have the minor child on the child's birthday in **even** numbered years; Dad will have the minor child on the child's birthday in **odd** numbered years.

#### THANKSGIVING

The holiday visitation shall begin after school on Wednesday preceding Thanksgiving, or at 6 p.m. Wednesday if school is not in session, and ends at 12:00 noon the day before returning to school, or if no school, on the Sunday after Thanksgiving.

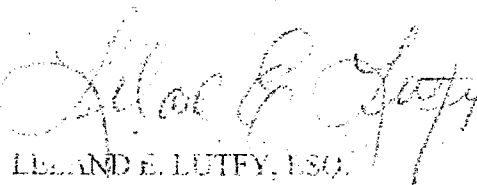
- A. In **odd** numbered years, Dad will have the minor child for the Thanksgiving holiday.
- B. In **even** numbered years Mom will have the minor child for the Thanksgiving holiday.

Please advise as soon as possible if you will agree to agree Stipulation and Order to amend the Decree of Divorce to set forth the holiday visitation schedule. If you do not agree and it is necessary to file a motion in Court, be advised I will be seeking attorney's fees for your refusal. If I do not hear from you within seven days of receipt of this letter I will, without further notice to you, file a motion.

This letter is written pursuant to EDCR 5.11(a)

Yours truly,

LELAND E. LUTFY, CHARTERED

  
LELAND E. LUTFY, L.S.C.

LELU:

cc: Diane Mizrahi

# Exhibit B



December 9, 2013

Eli Mizrachi  
4979 Nancy Avenue  
Las Vegas, Nevada 89120

Leland E. Lutfy, Esq.  
530 South 7<sup>th</sup> Street  
Las Vegas, Nevada 89101

**VIA FACSIMILE ONLY**  
(702) 477-0448

Dear Mr. Lutfy:

Thank you for your letter. Please accept this as my response. In your letter, you state that our Decree does not provide a holiday schedule but it does on page 2 of the Decree. This holiday is schedule is in large part why I accepted the Decree. In any event, if it will help, I am willing to accept the suggestion you make regarding the three-day holidays and Thanksgiving. And, OF COURSE, I have no problem with Diane having Nova on Diane's birthday and on Mother's Day. (Just so you know because it's not in your letter, mine and Nova's birthdays are on the same day.) Also, please make sure that this holiday is incorporated into our Decree in ADDITION to the current holidays already provided in our decree. Please do not change the Jewish holiday schedule and that we continue to have the right of first refusal – which leads me to my next point.

I am thankful to receive your letter because I am very concerned with Diane's behavior. Specifically, I had to beg and plead with her to allow Nova to spend Thanksgiving with me this year. This was a big struggle even though Diane was working on Thanksgiving. Thankfully, Diane finally agreed to let Nova spend Thanksgiving with me rather than stay home alone with Diane's roommate. I have additional concerns as well. I am hopeful that we will be able to co-parent better. To help us with this, I heard about a great class that is offered through UNLV. I don't want to have to file a Motion either. I believe Diane and I should be able to resolve things ourselves. So, instead of filing a motion, I am requesting that we both attend this class. Please let me know if Diane is willing.

Sincerely,

HP Officejet 4622 e-All-in-One

Fax Log for

7025259322

Jan-00-00 00:00AM

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Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
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Digital Fax

Jan 00	00:00AM	Fax Sent	4770448	0:56 N/A	1	OK
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# Exhibit C

1 **SAO**  
2 LELAND E. LUTFY, ESQ.  
3 LELAND E. LUTFY, CHARTERED  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 702-477-0443  
8 Attorney for Plaintiff  
9 DIANE MIZRACHI

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 DIANE P. MIZRACHI,

13 Plaintiff,

14 vs.

15 ELIEZER MIZRACHI,

16 Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

17 **STIPULATION AND ORDER TO MODIFY**  
18 **DECREE OF DIVORCE**

19 Plaintiff, DIANE P. MIZRACHI, by and between her attorney, LELANDE LUTFY, ESQ.,  
20 of the law offices of LELANDE LUTFY, CHARTERED, and Defendant, ELIEZER MIZRACHI,  
21 hereby STIPULATE that the Decree of Divorce be modified to include the following language  
22 relative to holiday visitation with their minor child. This Stipulation and Order does not modify any  
23 other of the terms set forth in the Decree of Divorce.

24 **IT IS HEREBY STIPULATED** that Three Day Holidays will begin on the day observed  
25 for the holiday at 11:00 a.m. and conclude at 11:00 a.m. the day following the three day holiday  
26 weekend, or the day following the holiday when it is not attached to a three day weekend.

27 A. In **even** numbered years, Dad will have the minor child on Martin Luther King Day,  
28 Memorial Day, Labor Day and Nevada Admissions Day; in **odd** numbered years  
Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor  
Day and Nevada Admissions Day.

B. In **odd** numbered years Dad will have the minor child on President's Day, 4th of  
July, and Veteran's Day; in **even** numbered years Mom will have the minor child on  
President's Day, 4th of July, and Veteran's Day.

1           **IT IS FURTHER STIPULATED** that individual holiday visitation shall begin at 11:00 a.m.  
2 on the individual holiday (or after school on school days), and end at 11:00 a.m. the following day.

- 3           A. Mom will have the minor child on Mom's birthday and Mother's Day each year.  
4           B. Dad will have the minor child on Dad's birthday and Father's Day each year.  
5           C. Because the minor child and her father share the same birth date, Dad will have the  
6 minor child on the child's birthday each year and Mom will celebrate with the child  
on a different day.

7           **IT IS FURTHER STIPULATED** that the Thanksgiving holiday visitation shall begin after  
8 school on the Wednesday preceding Thanksgiving, or at 6 p.m. Wednesday if school is not in  
9 session, and end at 12:00 noon the day before returning to school, or if no school, on the Sunday  
10 after Thanksgiving.

- 11           A. In **odd** numbered years, Dad will have the minor child for the Thanksgiving  
12 holiday.  
13           B. In **even** numbered years Mom will have the minor child for the Thanksgiving  
holiday.

14           **IT IS FURTHER STIPULATED** that pursuant to the Decree of Divorce, Dad will continue  
15 to have the minor child for the first day of the Jewish holidays every year. Mom will continue to  
16 have the minor child on the Christian holidays every year. Significant, Court-recognized Jewish and  
17 Christian holidays will take precedence over regular visitation and the Monday holiday schedule.

18           **IT IS FURTHER STIPULATED** that the parties are on notice that any party ordered to  
19 pay child support is subject to the provisions of NRS 125.450(2) and Chapter 31A inclusive,  
20 regarding the withholding of wages and commissions for delinquent payments of support.

21           **IT IS FURTHER STIPULATED** that pursuant to NRS 125A.350, neither party may move  
22 from the State of Nevada with the minor child without the prior mutual written consent of the other  
23 party or leave of the court. The failure of a parent to comply with this provision may be considered  
24 a factor if a change of custody is requested by a non-custodial parent or a parent having joint custody.

25           **IT IS FURTHER STIPULATED** that pursuant to NRS 125.510(7) and (8), the terms of the  
26 Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on  
27 Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.  
28 The minor child's habitual residence is located in the city of Las Vegas, Clark County, State of

Nevada, within the United States of America.

**IT IS FURTHER STIPULATED** that the parties are aware of the provisions of NRS 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a Category D felony as provided in NRS 193.130.

**IT IS FURTHER STIPULATED** that pursuant to NRS 125B.145, the parties are entitled to a review of any order for support every three years to determine whether the order should be modified or adjusted.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LELAND E. LUTFY, CHARTERED

By: \_\_\_\_\_  
LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

By: \_\_\_\_\_  
ELIEZER MIZRACHI  
4979 Nancy Avenue  
N. Las Vegas, Nevada 89120  
Defendant in Proper Person

VERIFICATION

STATE OF NEVADA            )  
  ) ss:  
COUNTY OF CLARK        )

ELIEZER MIZRACHI, being first duly sworn, deposes and says, that he is the Defendant in the above-entitled action; that he has read the foregoing STIPULATION AND ORDER TO MODIFY DECREE OF DIVORCE in Case No. D-13-479664-D and agrees with the contents

thereof and acknowledges that he has executed the Stipulation and Order freely and voluntarily and for the uses and purposes therein mentioned.

ELIEZER MIZRACHI

SUBSCRIBED and SWORN to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

NOTARY PUBLIC  
In and for Said County and State

**ORDER**

UPON STIPULATION of the parties and good cause appearing,

**IT IS HEREBY ORDERED** that this Stipulation and Order does not modify any other of the terms set forth in the Decree of Divorce not specifically set forth herein.

**IT IS FURTHER ORDERED** that Three Day Holidays will begin on the day observed for the holiday at 11:00 a.m. and conclude at 11:00 a.m. the day following the three day holiday weekend, or the day following the holiday when it is not attached to a three day weekend.

- A. In **even** numbered years, Dad will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day; in **odd** numbered years Mom will have the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions Day.
- B. In **odd** numbered years Dad will have the minor child on President's Day, 4th of July, and Veteran's Day; in **even** numbered years Mom will have the minor child on President's Day, 4th of July, and Veteran's Day.

**IT IS FURTHER ORDERED** that individual holiday visitation shall begin at 11:00 a.m. on the individual holiday (or after school on school days), and end at 11:00 p.m. the following day.

- A. Mom will have the minor child on Mom's birthday and Mother's Day each year.
- B. Dad will have the minor child on Dad's birthday and Father's Day each year.
- C. Because the minor child and her father share the same birth date, Dad will have the minor child on the child's birthday each year and Mom will celebrate with the child on a different day.

1           **IT IS FURTHER ORDER** that the Thanksgiving holiday visitation shall begin after school  
2 on Wednesday preceding Thanksgiving, or at 6 p.m. Wednesday if school is not in session, and end  
3 at 12:00 noon the day before returning to school, or if no school, on the Sunday after Thanksgiving.

4           A.     In **odd** numbered years, Dad will have the minor child for the Thanksgiving  
5 holiday.

6           B.     In **even** numbered years Mom will have the minor child for the Thanksgiving  
7 holiday.

8           **IT IS FURTHER ORDERED** that pursuant to the Decree of Divorce, Dad will continue  
9 to have the minor child for the first day of the Jewish holidays every year. Mom will continue to  
10 have the minor child on the Christian holidays every year. Significant, Court-recognized Jewish and  
11 Christian holidays will take precedence over regular visitation and the Monday holiday schedule.

12           **IT IS FURTHER ORDERED** that the parties are on notice that any party ordered to pay  
13 child support is subject to the provisions of NRS 125.450(2) and Chapter 31A inclusive, regarding  
14 the withholding of wages and commissions for delinquent payments of support.

15           **IT IS FURTHER ORDERED** that pursuant to NRS 125A.350, neither party may move  
16 from the State of Nevada with the minor child without the prior mutual written consent of the other  
17 party or leave of the court. The failure of a parent to comply with this provision may be considered  
18 a factor if a change of custody is requested by a non-custodial parent or a parent having joint custody.

19           **IT IS FURTHER ORDERED** that pursuant to NRS 125.510(7) and (8), the terms of the  
20 Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on  
21 Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.  
22 The minor child's habitual residence is located in the city of Las Vegas, Clark County, State of  
23 Nevada, within the United States of America.

24           **IT IS FURTHER ORDERED** that the parties are aware of the provisions of NRS  
25 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER: THE ABDUCTION,  
26 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS  
27 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359  
28 provides that every person having a limited right of custody to a child or any parent having no right  
of custody to the child who willfully detains, conceals or removes the child from a parent, guardian



1 or other person having lawful custody or a right of visitation of the child in violation of an order of  
2 this court, or removes the child from the jurisdiction of the court without consent of either the court  
3 or all persons who have the right to custody or visitation is subject to being punished for a Category  
4 D felony as provided in NRS 193.130.

5 **IT IS FURTHER ORDERED** that pursuant to NRS 125B.145, the parties are entitled to  
6 a review of any order for support every three years to determine whether the order should be  
7 modified or adjusted.

8 DATED this Do not Oath, 2014.

9 *The Judge Oath*  
10 *at the day of*  
11 *signs it.*

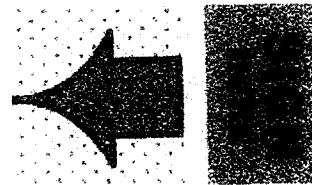
COURT JUDGE

12 SUBMITTED BY:

APPROVED AS TO FORM AND CONTENT

14 By: LELAND E. LUTFY, ESQ.  
15 Nevada Bar No. 1678  
16 530 South 7<sup>th</sup> Street  
Las Vegas, Nevada 89101

By: ELIEZER MIZRACHI  
4979 Nancy Avenue  
N. Las Vegas, Nevada 89120  
Defendant in Proper Person



# Exhibit D

FROM: EIEZER MIZRACHI

TO : LELAND E. LUTFY

RE: DIANE MIZRACHI

Dear Mr. Lutfy:

I am willing to agree to the additional holidays provided in your propped stipulation but, as I wrote in my last letter, I am not agreeing to modify the holidays as previously agreed upon in the Decree of Divorce. Diane knows that the Jewish holidays are very important to me and that is the reason we entered the Decree as we did. In my last letter, I asked you to ensure the holidays in the Decree are not affected. While your revised stipulation adds a provision to that effect, it also has a new provision that specifically CHANGES the holidays in the Decree. I am referring to lines 14-17 on page 2, and lines 7-10 on page 5. The revised stipulation also attempts to limit the Jewish holidays to only those that are "significant" and/or "court recognized." I don't know what that means and this is also not something we agreed in the Decree.

I do recognize the need to clarify the holidays and dates to avoid confusion and/or conflict. I am happy to review the holidays and dates. In the interest of cooperating with Diane, I am also willing to take less days on some holidays. Here is the list of holidays:

Rosh Hashanah  
Yom Kippur  
Sukkot  
Shemini Atzeret  
Simchat Torah  
Chanukkah  
Tu B'Shevat  
Purim  
Pesach (Passover)  
Lag B'Omer  
Shavu'ot  
Tisha B'Av

Again, I will love to try to work with Diane as much as I can but this is very important to me and is the reason I agreed to the terms of the Decree of Divorce. I am willing to work with Diane on this. I do not have to have all of the holidays if they conflict with Diane. But there are some holidays that I would not like to change. For example, I would like to keep all of Yom Kippur, Chanuka and all of Passover, and have at least the first night of Rosh Hashanah, Sukkot, Simchat Torah, and Purim.

Thank you for your time,

Eli

# Exhibit E

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# Exhibit F

THE LAW OFFICES OF  
**LELAND E. LUTFY**  
CHARTERED

530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443  
FAX: (702) 477-0448  
E-MAIL: LUTFYLAW@AOL.COM

April 15, 2014

Mr. Eliezer Mizrachi  
4979 Nancy Avenue  
Las Vegas, Nevada 89120

Dear Mr. Mizrachi:

My client informs me you intend keeping Nova not only for the first two days of Passover but through and including Easter Sunday. If you do so you are in violation of the Decree of Divorce. Yesterday I called and left you a message but have not heard back from you. Before calling you, I made calls to numerous Departments in Family Court. In particular, I spoke to the law clerks in Departments I, L, and N. Department I's position is that the Passover holiday visitation is overnight at most. Department L's position is that the first two nights are celebrated for Passover and no more. Department N's position is that Passover constitutes one overnight visit.

After the first two days of Passover, your daughter should return to the regular custody schedule with your ex-wife. Further, Diane should have your daughter this coming Sunday for the Easter holiday.

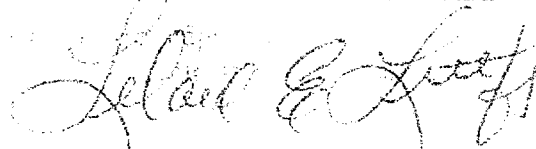
If you violate the Decree of Divorce, I intend bringing this to the attention of the Judge and ask that you be held in contempt.

You cannot do anything you please. You must comply with the Court Orders. Each Department has their own holiday visitation schedule. As pointed out previously, the most visitation you are entitled to for Passover is two days.

You continue in this course of conduct to your detriment.

Yours truly,

LELAND E. LUTFY, CHARTERED



LELAND E. LUTFY, ESQ.

LEL/cf

cc: Diane Mizrachi



# Exhibit G

Dear Mr. Lutfy:

I am in receipt of your letter dated April 15, 2014. In your letter you reference Easter and Passover.

Regarding Easter, I have no intentions of denying Diane her court ordered visitation. This year is unique because Easter and Passover overlap. Since Diane is working on Easter Sunday, I do not think Nova should simply stay at home when she can be enjoying a Sunday with me. In the event Diane is not working, of course, she should have Nova in her care and I would not think of denying Diane this time.

As for Passover, please allow me to clarify that I did not have Nova the "first two days of Passover" as you state in your letter. Despite my continuous requests and despite the court order, Diane did not allow me to have Nova on the first day of Passover. As Diane knows, that is the day that we host the big dinner and retell the story of the Jewish exile from Egypt. Sadly, Nova and I could not share this part of the holiday due to Diane's denial. This is especially disturbing because I had not seen Nova for an entire week at that point and Diane knows that my mother is ailing and may not be around for additional Passover.

Further, please allow me to clarify that the Decree does not provide for only "two days" of Passover. Please recall that Diane and I agreed that I would have visitation the entire holiday. This was a main part of our agreement; I would not have otherwise signed it as you will please recall. Nevertheless, despite our agreement (and Decree), Diane fights me on every Jewish holiday. Yet, ironically, in your letter, you also write "you cannot do anything you please." That could not be farther from the truth. And, by way of this letter, I hope to clarify to you again that I have always followed Court orders and have always exhibited flexibility in my continuous efforts to amicably co-parent with Diana. On the other hand, Diane denies my time with Nova and makes poor choices as related to Nova. As a parent, this is very difficult to sit back and watch. And, should it continue, I will have no choice but to file a motion to modify custody.

For example, despite my objection, Diane removed Nova from school for an entire school week to enjoy Diane's vacation. This is a concern because Nova had to miss a whole week of school. Not only did she miss all week of school, Diane did not do any of the makeup school work with her. I have been working with Nova since getting her yesterday to catch her up on her work. Of additional concern, Diane has been telling Nova that Jewish people are bad and she has been bad mouthing me to her. Needless to say, that is not healthy. Further, along with badmouthing Judaism to Nova, Diane has also been introducing Nova to various experimental religions. While I have no intentions with interfering with Diane's spiritual journey; I don't think it can be good for Nova. This conduct too is against our agreement to raise Nova in the Jewish faith. This could really confuse an (almost) 8 year old. And Diane has made no effort to discuss these decisions with me.

Frankly, I am exhausted by Diane's constant interference with my visitation and relationship with Nova and her efforts to manipulate our agreement as she sees fit. Moreover, I am extremely concerned about the effect Diane's behavior will have on Nova. I have already asked that Diane participate in a co-parenting type course. I believe she will gain a lot from this type of class. I will also attend and I believe we do not need to attend the same class so that one of us could be with Nova while the other is in class.

I have heard good things about the UNLV co-parenting course and welcome the opportunity to take that should Diane agree. We have many years of parenting ahead of us. I am willing to do what it takes to make it as amicable as possible. But Diane must begin putting Nova's interests before her own. I sincerely hope you can help us. With that in mind, I look forward to hearing back from you.

Thank you,

Eli Mizrachi

HP Officejet 4622 e-All-in-One

Fax Log for

7025259322

Jan-00-00 00:00AM

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Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
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Digital Fax

Jan 00	00:00AM	Fax Sent	4770448	1:07 N/A	2	OK
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# Exhibit H

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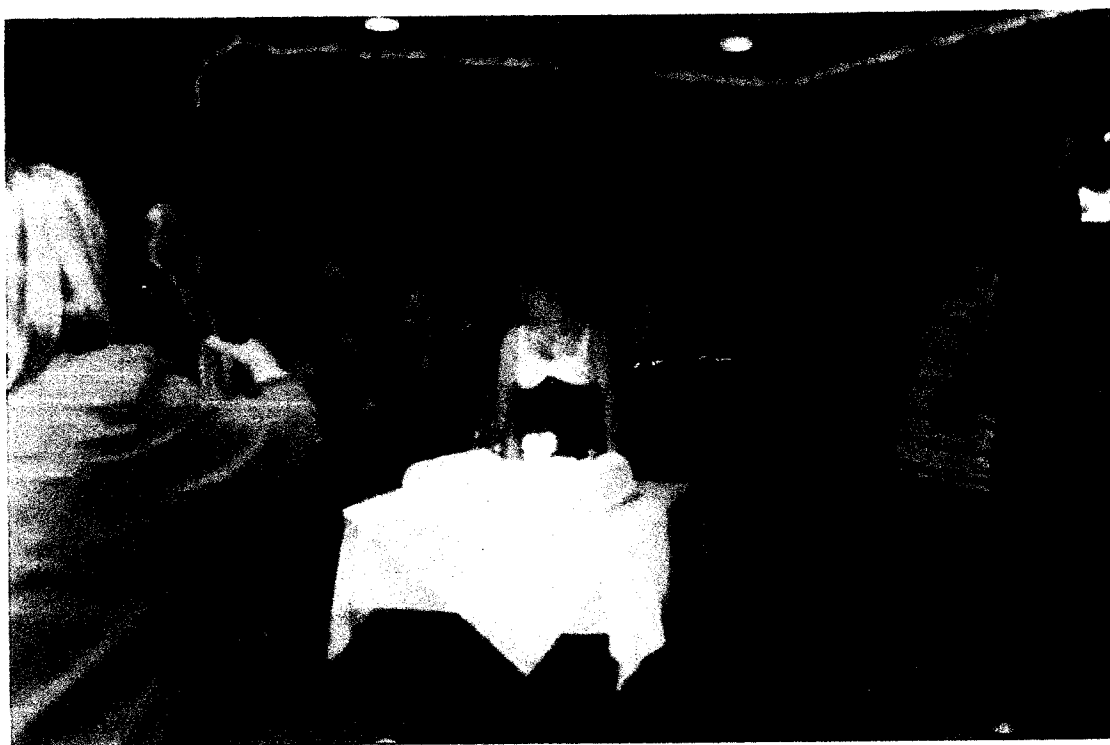




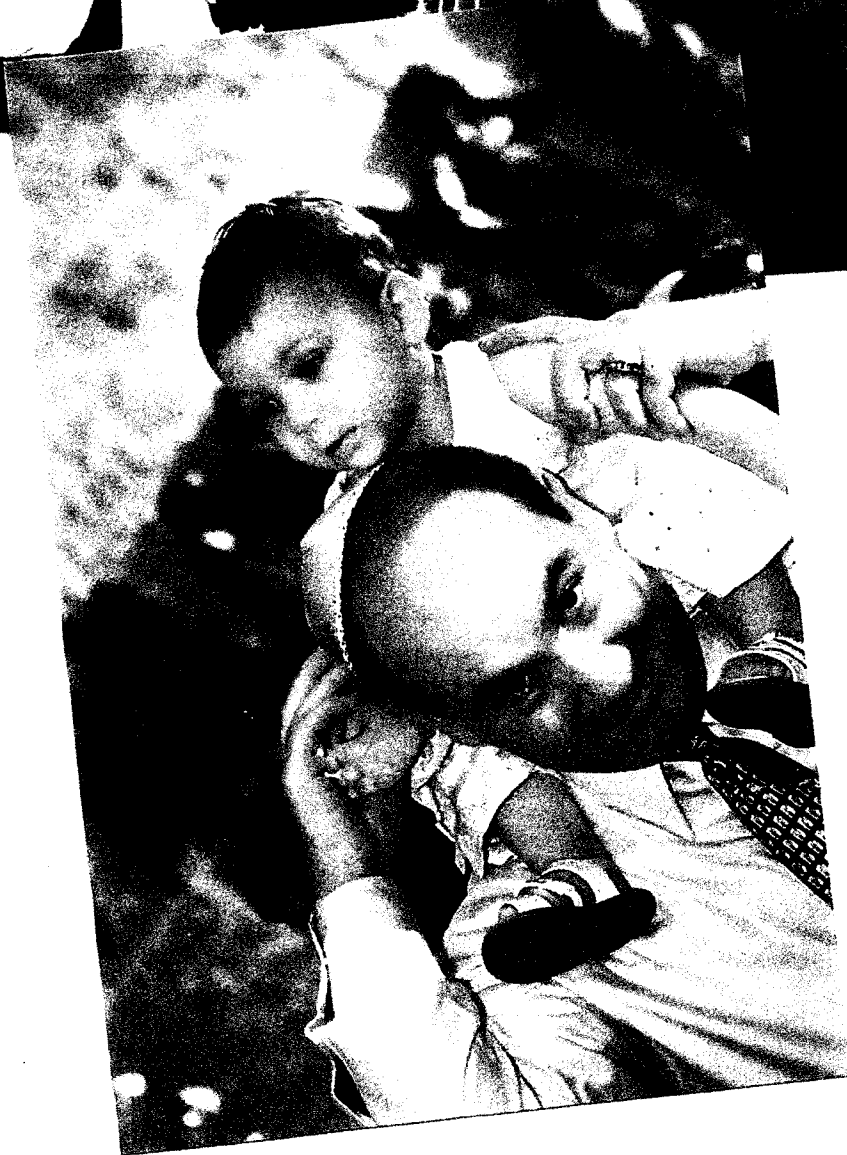


















# Exhibit I

	Monday		Tuesday		Wednesday		Thursday		Friday	
Date	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.
08/26/13										
09/02/13	HOL	HOL	TDY				TDY			
09/09/13										
09/16/13					TDY		TDY			
09/23/13										
09/30/13					TDY		TDY			
10/07/13										
10/14/13							TDY			
10/21/13							SSD	SSD	HOL	HOL
10/28/13										
11/04/13	SSD	SSD								
11/11/13	HOL	HOL								
11/18/13									TDY	
11/25/13						EXC	HOL	HOL	HOL	HOL
12/02/13					TDY					
12/09/13									TDY	
12/16/13										
12/23/13	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC
12/30/13	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC
01/06/14					TDY					
01/13/14										
01/20/14	HOL	HOL			TDY					
01/27/14										
02/03/14					TDY				TDY	
02/10/14							TDY		SSD	SSD
02/17/14	HOL	HOL			TDY					
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03/24/14									TDY	
03/31/14					TDY					
04/07/14	PRE	PRE	PRE	PRE	PRE	PRE	PRE	PRE	PRE	PRE
04/14/14	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC
04/21/14										
04/28/14										
05/05/14										
05/12/14										
05/19/14										
05/26/14	HOL	HOL								
06/02/14							VAC	VAC	VAC	VAC
06/09/14	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC	VAC

11/27

# Exhibit J

Acct No. 748681-1 Chart No. 002-243-736 Slip/Enc No: 90482704  
Dr.QCC CRAIG QC Appt Date: 8/30/13 Acct Type: HP HMO/PPO  
Spec: QCC PCP: 0000 Time: 17:55 PM Sign Date: 8/30/13 AMZKOSILES  
Patient:NOVA MIZRACHI  
Address: 4979 NANCY AVENUE Sex: F DOB: 4/30/2006 Age: 7  
LAS VEGAS, NV 89120 Home Phn: (702) 525-9322  
Work Phn: (000) 000-0000 Cell: (000) 000-0000 Pt Employer: 99999  
Reason: WALK-IN EST QUICK CARE Memo: DOG BITE RT HAND

Guarantor:ELIEZER MIZRACHI Guar Phn: (702) 525-9322  
Ins# Carrier Policy Start Stop Seq  
5080 HPN HEALTH PLAN OF NEVAD 11001352502 1/01/13 1

ENC# 90482704  
MIZRACHI, NOVA 7 DOB 4/30/2006  
Craig Quick Care F  
MR# 002-243-736 5080 ADM 8/30/2013

P: ML

S: \_\_\_\_\_

QC: \_\_\_\_\_





QUICK CARE ENCOUNTER

FNC# 90482704 7 DOB 4/30/2006  
 MIZRACHI, NOVA  
 Craig Quick Care  
 MR# 002-243-736 5080 ADM 8/30/2013 F

MRAD1003 (11/28/12)

Page 2 of 2

VITAL SIGNS								Time	ALARMS SET		Initials
TIME	BP	P	R	T	O2 Sat	Rhythm	Initials		CARDIAC MONITOR - Rate: _____ < > _____		
									PULSE OX - Limit: _____ < _____		
									IV PUMP - Max Volume: _____ ml		
								Time	NURSING NOTES	Initials	
MEDICATION											
TIME	Medication	Dose	Rte	Site	Initials						
Response:											
TIME	Medication	Dose	Rte	Site	Initials						
Response:											
TIME	Medication	Dose	Rte	Site	Initials						
Response:											
TIME	Medication	Dose	Rte	Site	Initials						
Response:											
PAIN ASSESSMENT											
Pediatric Pain Scale: 0 2 4 6 8 10											
Adult Pain Scale: 0 1 2 3 4 5 6 7 8 9 10											
Time	Description					Level	Initials				
IV RECORD											
Start time Initials	Ant	Solution	Site	Gauge	Rate	Stop time Initials					
TOTAL AMOUNT INFUSED:											
Date	Time	Healthcare Professional Signature					Initials				

Date: 8/30/13  
Time: 17:55

University Medical Center of So Nevada  
Patient Information Sheet

Page: 1  
\*DEM003\*  
AMZKOSILES

Guarantor: ELIEZER MIZRACHI  
Address: 4979 NANCY AVENUE  
City/ST/Zip: LAS VEGAS NV 89120  
Home Phone: 702-525-9322  
Work Phone:

Created: 10/05/09

Acct Number: 748681

#####

Patient: NOVA MIZRACHI  
In Care Of:  
Address: 4979 NANCY AVENUE  
City/ST/Zip: LAS VEGAS NV 89120  
Phone:

MR#: 002-243-736  
Birthdate: 4/30/2006 Age: 7  
Sex: F

SignDate: 8/30/13

Marital Sts: S

Race:

Relation:

Religion:

Spouse:

Phone #:

Next of Kin: DIANE

Phone #: 702-290-9500

Account Type: HP HMO/PPO

Stop Date:

Carrier: 5080 HPN HEALTH PLAN OF NEVADA  
Pol/Grp#: 11001352502 100023911001  
Pol Dates: 1/01/13 -  
Pol Name: ELIEZER MIZRACHI  
Address:  
City/ST/Zip:  
Employer:

Phone:  
Plan:  
Relation:  
DOB: 4/30/1971  
Sex: M  
Work Phone:

Carrier:  
Pol/Grp#: -  
Pol Dates:  
Pol Name: MIZRACHI, ELIEZER  
Employer:

Plan:


DOB:

ENC# 90482704 7 DOB 4/30/2006  
MIZRACHI, NOVA F  
Craig Quick Care  
MR# 002-243-736 5080 ADM 8/30/2013

**NEVADA**

USA  
NV

**DRIVER LICENSE**



**1 MIZRACHI**  
**2 ELIEZER**  
**3 4979 NANCY AVE**  
**4 LAS VEGAS, NV 89120-1726**

10 Sex **M** 11 Hgt **5'11"** 12 Wgt **200** 13 Eyes **BRO**  
 14 Color **C** 15 Hair **NONE** 16 Age **BRO** 17 Exp **06/15/2013**  
 18 Res **F** 19 ID **000017604610435237485**

10 DL NO. **1700866480**  
 11 DOB **04/30/1971**  
 12 Exp **04/30/2015**

*E. Mizrachi*

**UnitedHealthcare**

Health Plan (80840) 911-76342-01

Member ID: 110013525-02    Group Number: 100023911001

Member:  
**NOVA MIZRACHI**

Benefit Code:  
 Medical **CALVST20**  
 Rx **PLV073L5**

Copay: Office /Spec  
 Tier I \$20 /\$40

DOI-0513

**CHOICES**  
*Live well. Or well.*

**HMO PLAN**

*medco*

Rx BIN: 610014  
 Rx GRP: UNEVADA  
 Rx PCN: Not Req'd  
 Rx Copay Tier I / II / III / IV  
 \$0/\$7/\$30/\$55

Effective Date 01/01/2013


Underwritten by Health Plan of Nevada, Inc.

ENC# 90482704    7 DOB 4/30/2006  
 MIZRACHI, NOVA  
 Craig Quick Care    F  
 MR# 002-243-736 5080 ADM 8/30/2013



**NEVADA**

**DRIVER LICENSE**



**MIZRACHI**  
**ELIEZER**  
4979 NANCY AVE  
LAS VEGAS, NV 89120-1726

DOB: M    SEX: 5'11"    HT: 200    WT: BRO  
EYES: C    HAIR: NONE    SKIN: BRO    EXP: 06/15/2013  
CLASS: F    ID: 000017604610435237485

1700866480  
04/30/1971  
04/30/2015

*E. Mizrachi*

In a life-threatening emergency, call 911 or go to an emergency room. Printed: 12/24/12



This card does not guarantee coverage. For routine care, you must see your PCP.  
La autorización previa se necesita para algunos servicios. Para servicios médicos  
usted tiene que ver a su PCP. To verify coverage, benefits, and prior authorization,  
call Member Services or visit [www.healthplanofnevada.com](http://www.healthplanofnevada.com)

Member Services	(702) 562-8013	877-559-4511
24 Hour Advice Nurse	(702) 242-7330	800-286-2264
Mental Health	(702) 364-1484	800-873-2246

For Providers Only: [www.healthplanofnevada.com](http://www.healthplanofnevada.com) 877-559-4511

For Pharmacists Only: 800-443-8197

Medical Claims: HPN Claims, PO Box 15645, Las Vegas, NV 89114-5645

Pharmacy Claims: Medco, PO Box 14711, Lexington KY 40512

# SOUTHERN NEVADA REGIONAL ANIMAL CONTROL BITE REPORT

Case Number \_\_\_\_\_  
Activity Number \_\_\_\_\_  
AID Number \_\_\_\_\_

Victim NOVA MIZRACHI Guardian \_\_\_\_\_ Date/Time of Bite 8/30/13 14:30  
Address 6224 VILLA EMU Phone 525-9322 Zip 89031 DOB 4-30-06  
Verified by \_\_\_\_\_ Treated by UML  
Extent of Injury/Exposure HEAD BITE  
Circumstances of bite GOING BACK IN TO THE HOUSE

Owner/Custodian DIANE MIZRACHI Phone 290-9500  
Address 6224 VILLA EMU Zip 89031 Date/Time Advised \_\_\_\_\_

Animal: Breed HUSKY Color W Size \_\_\_\_\_ Age 2 Sex ☒ M ☐ F ☐ N ☐ U ☐ O ☐ S  
Name YVIL Pet Lic # \_\_\_\_\_ Microchip \_\_\_\_\_ Other \_\_\_\_\_  
Rabies Vaccination Expiration \_\_\_\_\_ Clinic \_\_\_\_\_  
Location of Occurrence \_\_\_\_\_  
Citation issued: \_\_\_\_\_ Citation # \_\_\_\_\_  
Code \_\_\_\_\_

Animal Quarantined at: ☒ Home ☐ Animal Shelter ☐ Veterinarian Hosp: ☐ Other \_\_\_\_\_

Comments/Priors: \_\_\_\_\_

Investigating Officer \_\_\_\_\_ Supervisor \_\_\_\_\_

Release Date \_\_\_\_\_ Quarantine visit by: \_\_\_\_\_ Date/Time \_\_\_\_\_

Animal appears healthy and released by \_\_\_\_\_ Date/Time \_\_\_\_\_

☐ Died during Quarantine ☐ Euthanized during Quarantine ☐ Animal never located ☐ Survey Only

Specimen delivered to SNHD by \_\_\_\_\_ ENC# 90482704 7 DOB 4/30/2006 Time \_\_\_\_\_  
SNHD Lab Results Received from \_\_\_\_\_ MIZRACHI, NOVA \_\_\_\_\_  
Craig Quick Care \_\_\_\_\_  
MR# 002-243-736 5080 ADM 8/30/2013 F \_\_\_\_\_  
☐ Pos ☐ Neg

I have read, fully understand and abide by the provisions listed on the back page. I am also aware that any violation of the QUARANTINE may lead to prosecution.

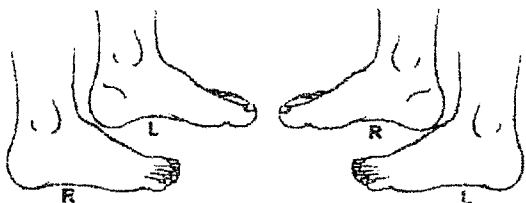
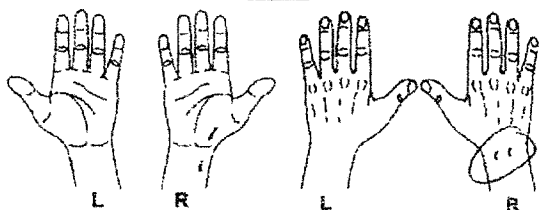
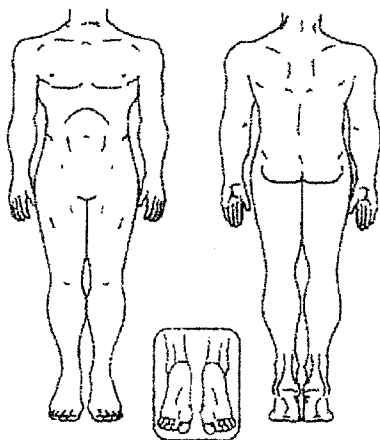
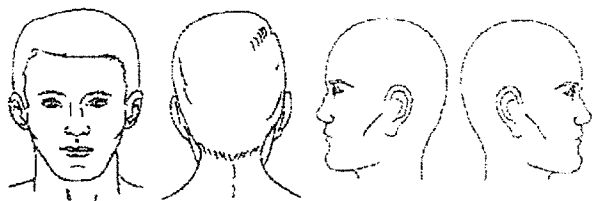
NOTE: Agreement to quarantine is not an admission of liability or guilt.

OWNER/CUSTODIAN SIGNATURE \_\_\_\_\_ DATE 8/30/13

WITNESSED BY \_\_\_\_\_ DATE \_\_\_\_\_

<input type="checkbox"/> Clark County Animal Control 2901 E. Sunset Rd. Las Vegas, NV 89120 (702) 455-7710 Fax Number: (702) 455-8102	<input type="checkbox"/> Las Vegas Animal Control 416 N. 7th St. Las Vegas, NV 89101 (702) 229-6348 Fax Number: (702) 382-1472	<input type="checkbox"/> Henderson Animal Control 500 E. Galleris Henderson, NV 89011 (702) 267-4970 Fax Number: (702) 267-4971	<input type="checkbox"/> Boulder City Animal Control 310 Yucca St. Boulder City, NV 89005 (702) 293-9283 Fax Number: (702) 293-928	<input type="checkbox"/> Mesquite Animal Control 500 Hillside Dr. Mesquite, NV 89027 (702) 346-5268 Fax Number: (702) 346-5537	<input type="checkbox"/> North Las Vegas Animal Control 555 N. Mojave Rd. Las Vegas, NV 89101 (702) 633-1750 Fax Number: (702) 633-1948
--	---	--	---	---	--

Pt. Name \_\_\_\_\_



## ADDITIONAL NOTES

## LABS & XRAYS

ORDERS	Time	Initials
CBC (see lab slip)		
UA (see lab slip)		
EKG (see lab slip)		
HCG serum / urine pos / neg		
accu-check		

XRAYS			
<input type="checkbox"/> Interp. by me	<input type="checkbox"/> Reviewed by me	<input type="checkbox"/> Discd w/ radiologist	
C-Spine	T-Spine	LS-Spine	CXR
___ nml / NAD	___ no fracture	___ nml alignment	___ soft tissues nml
___ no infiltrates	___ nml heart size		

ENC# 90482704 7 DOB 4/30/2006  
 MIZRACHI, NOVA  
 Craig Quick Care  
 MR# 002-243-736 5080 ADM 8/30/2013

## PROCEDURES

Wound Description / Repair:		Time:
length _____ cm	location _____	
linear stellate irregular	flap into: subcut / muscle	
clean contaminated moderately / heavily		
distal NVT: neuro/vasc intact	no tendon injury	
anesthesia: local topical _____	lidocaine / bupivacaine epi / bicarb	
digital block _____		
prep: Shur-Cleans / Hibiclen / Betadine		
irrigated with saline	debrided mod / extensive	
wound explored	wound margins revised	
to base / in bloodless field	multiple flaps aligned	
no foreign body identified		
foreign material removed		
repair: Wound closed with:	wound adhesive / steri-strips	
SKIN- # _____	0 nylon / prolene / staples	
SUBCUT- # _____	0 vicryl / chromic	
MUSCLE- # _____	0	
OTHER- # _____	0	

## PROGRESS

Time \_\_\_\_\_ unchanged improved re-examined

animal control form completed

## CLINICAL IMPRESSION / DX

Animal Bite <del>Dog</del> cat	<u>6/1/13</u>
Laceration	
Puncture Wound	

## TREATMENT PLAN / DISCHARGE MEDICATION

☐ SEE DISCHARGE FORM

Discussed with Dr. _____
will see patient in: office / clinic / hospital _____
Counseled patient / family regarding:
lab results x-rays EKG <u>diagnosis</u> need for follow-up smoking cessation
drug / alcohol cessation _____
Time spent counseling: _____ minutes

DISPOSITION- <input checked="" type="checkbox"/> home <input type="checkbox"/> admitted <input type="checkbox"/> transferred
FOLLOW-UP- <input checked="" type="checkbox"/> PCP <input type="checkbox"/> return to clinic
Time <u>20-2</u>
CONDITION- <input type="checkbox"/> unchanged <input type="checkbox"/> improved <input checked="" type="checkbox"/> stable
LOS: 1 2 3 4 5 MSE only <u>3</u>

PHYSICIAN SIGNATURE \_\_\_\_\_

Date: 8/30/13 Time: 1:10

☐ Template Complete

PHYSICIAN'S STAMP Frank McAllister, DO

© 1996-2008 T-System, Inc. Circle or check affirmatives, backslash for negatives.

20 University Medical Center - Quick Care  
URGENT CARE RECORD  
Animal Bite

ENC# 90482704 7 DOB 4/30/2006  
MIZRACHI, NOVA  
Craig Quick Care F  
MR# 002-243-736 5080 ADM 8/30/2013

PATIENT NAME: \_\_\_\_\_  
DATE: 8/30/13 TIME: 6:05 ROOM: 7  
HISTORIAN: ☒ patient ☐ spouse ☐ parent ☐ other  
MODE OF ARRIVAL: ☒ ambulatory ☐ other  
chief complaint: bite dog

#### HPI

onset / duration: just prior to arrival  
today yesterday  
where: home school neighbor's park work street  
animal: dog cat other  
family pet neighborhood animal unknown animal

Appearance of animal: appeared well appeared ill unknown  
Description: \_\_\_\_\_  
Animal's immunization status: ☒ up to date ☐ unknown ☐ not immunized  
Observation / capture: animal is known; can be observed for 10 days  
animal unknown; not captured animal control notified

context of attack: "unprovoked" attack  
"provoked" attack (see below)  
approached animal entered animal's domain animals fighting  
playing with or teasing animal  
other

severity of injury: scratched ☒ bitten mucous membrane contact  
puncture wounds laceration  
severity of pain: mild moderate severe (1/10) 4  
location of injury: head face neck chest abdomen back (upper mid-lower)  
shoulder R/L hip R/L extremity R/L upper lower

associated symptoms: tingling / numbness distally  
pain on movement

ROS: all systems neg except as marked

fever / chills \_\_\_\_\_ abdominal pain \_\_\_\_\_  
sweating \_\_\_\_\_ problems urinating \_\_\_\_\_  
problems with vision \_\_\_\_\_ neck / back pain \_\_\_\_\_  
nasal drainage \_\_\_\_\_ rash \_\_\_\_\_  
chest pain \_\_\_\_\_ fainting / dizziness \_\_\_\_\_  
shortness of breath \_\_\_\_\_ anxiety / depression \_\_\_\_\_  
LNMP: preg post-menop

NEURO / MS components also addressed in HPI

reviewed and updated: Past Hx Family Hx Social Hx Med Rec  
Location: in chart Date:

PAST HX

diabetes Type 1 Type 2 hepatitis / HIV  
diet / oral / insulin \_\_\_\_\_ concussion x  
Tetanus immun: ☒ given in QC  
Meds: none / see nurses note  
Allergies: NKDA / see nurses note

SOCIAL HX smoker \_\_\_\_\_ PPD \_\_\_\_\_ drugs \_\_\_\_\_  
alcohol (recent / heavy / occasional) \_\_\_\_\_ occupation \_\_\_\_\_  
married single child

#### FAMILY HX

V/S BP HR RR Temp

#### PHYSICAL EXAM

General Appearance  
☒ no acute distress ☐ mild / moderate / severe distress  
☒ alert ☐ anxious / lethargic

SKIN ☒ see diagram  
☐ intact ☐ abrasion

NEURO / VASCULAR / TENDON  
☒ no vascular ☐ abnml color / warmth / cap refill  
☒ compromise ☐ pulse deficit  
☒ oriented x4 ☐ disoriented to: person / place / time  
☒ sensation intact ☐ sensory / motor deficit  
☒ CN's nml as tested ☐ facial droop  
☒ ROM nml ☐ ROM limited by pain / tendon injury

PSYCH ☐ depressed affect  
☐ mood / affect nml ☐ anxious

HEENT ☐ see diagram  
☐ atraumatic ☐ FOM palsy / anisocoria  
PERRLA ☐ laceration / abrasion  
eye lids / conjun \_\_\_\_\_  
uninjured \_\_\_\_\_  
ENT nml external \_\_\_\_\_  
inspection \_\_\_\_\_

NECK ☐ see diagram  
☐ uninjured, ☐ nml inspection

RESP / CVS ☐ tenderness / ecchymosis / abrasions  
☐ chest non-tender ☐ wheezes / rales / rhonchi  
☐ breath sounds nml ☐ tachycardia / bradycardia  
☐ heart sounds nml ☐ reg. rate & rhythm

ABDOMEN ☐ see diagram  
☐ uninjured, ☐ moves with hesitation  
☐ nml inspection ☐ non-tender

BACK ☐ see diagram  
☐ uninjured, ☐ nml inspection

EXTREMITIES ☐ see diagram  
☐ uninjured, ☐ foreign body suspected  
☐ nml inspection ☐ joint penetration suspected  
☐ no infection



**QUICK CARE PRESCRIPTION**  
(Locations listed on reverse)

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MTZRACHT, NOVA  
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MRA01234 (11/27/12)

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PLACE PATIENT LABEL HERE

Patient Name: \_\_\_\_\_ Address: \_\_\_\_\_

Drug Allergies/ADR's: penicillin Describe Reaction: \_\_\_\_\_  
 Drug Allergies/ADR's: \_\_\_\_\_ Describe Reaction: \_\_\_\_\_  
 Patient Pregnant or Lactating? ☐ Yes ☐ No Height: 49 Weight: 222 ☐ lb. ☐ kg.

**HOME MEDICATIONS:** Record Only, NOT a Prescription (Please include: Vitamins, Over-the-Counter and Herbal products)

**List Medication Names Only:**

1.	8.
2.	9.
3.	10.
4.	11.
5.	12.
6.	13.
7.	14.

☐ Patient is not on any medications

Signature of Nurse completing form: Frankie-23 Date: 8/30/13 Time: 1500

**PRESCRIPTION BELOW - PHYSICIAN USE ONLY**

DRUGS AND DOSE	QUANTITY	DIRECTIONS	REFILLS	<p><b>DO NOT USE THESE DANGEROUS ABBREVIATIONS:</b></p> <p>           ID U UG            qd qod            MS WSC MqSD            33            Trailing Zeros            AD AS AU            DD DS DV         </p>
<u>Augmentin 250/125</u>	<u>100 capsules</u>	<u>100 capsules BID</u>	<u>0</u>	
<u>Bacitracin ointment</u>	<u>22g</u>	<u>apply to area BID</u>	<u>0</u>	

Pharmacy Barcode



Physician's Signature: Frank McAllister, DO Date: 8/30/13 Time: 1510  
 Print Name: Frank McAllister, DO Phone #: \_\_\_\_\_  
 DEA#: DEA BM2615574

THIS DOCUMENT CONTAINS SECURITY PANTOGRAPH, LOGOLINE & CHEMICAL SENSITIVE PAPER

ORIGINAL: Pharmacy

PHOTOCOPY #1 OF ORIGINAL: Chart

PHOTOCOPY #2 OF ORIGINAL: Patient

AA000131



\* 1 A D M R C D \*

**CONDITIONS OF ADMISSION AND  
GENERAL CONSENT FOR TREATMENT**

**CONDICIONES DE INGRESO Y  
CONSENTIMIENTO GENERAL DE TRATAMIENTO**

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**Consent to Treatment / Consentimiento a Recibir Tratamiento**

I consent to the procedures that may be performed during this hospitalization or on an outpatient basis, including emergency treatment or services, and which may include but are not limited to:

*Doy mi consentimiento a los procedimientos que puedan realizarse durante esta hospitalización o como paciente ambulatorio, incluso tratamiento o servicios de emergencia, incluyendo en forma enunciativa pero no limitativa:*

- |  |  |
|--|--|
| • Laboratory procedures / Procedimientos de laboratorio  | • X-ray examination / Exámenes por rayos X   |
| • Diagnostic procedures / Procedimientos de diagnóstico  | • Anesthesia / Anestesia   |
| • Medical, nursing or surgical treatment or procedures<br><i>Tratamiento o procedimientos médicos, quirúrgicos o de enfermería</i> | • Hospital services as ordered by my physician or other professionals<br><i>Servicios hospitalarios de acuerdo a lo indicado por mi médico u otros profesionales</i> |

The hospital will provide a medical screening examination to all patients seeking medical services to determine if there is an emergency medical condition, without regard to the patient's ability to pay. If there is an emergency medical condition, the hospital will provide stabilizing treatment within its capacity.

*El hospital realizará un examen clínico a todos los pacientes que solicitan servicios médicos para determinar si hay una afección que requiere atención médica de emergencia, independientemente de la capacidad de pago del paciente. Ante una emergencia médica, el hospital brindará el tratamiento acorde con su capacidad, para estabilizar al paciente.*

I understand UMC is a teaching institution. As a part of the medical education program, students and medical staff members may participate in or observe a significant portion of my operation/procedure/care under appropriate supervision.

*Entiendo que UMC es una institución educativa. Como parte del programa de estudios de medicina, los estudiantes y el personal médico pueden participar u observar una parte significativa de mi operación, procedimiento o cuidado bajo la supervisión adecuada.*

**Photography / Fotografía**

I understand healthcare providers at UMC may use photographs, films or other recordings for identification, diagnosis, treatment, education or for other healthcare purposes. Any other uses will require my authorization. Additionally, I must grant authorization before healthcare providers at UMC may use any images or other recordings for education purposes that include my personal identifiable health information, including full face photographic images.

*Entiendo que el personal médico de UMC puede usar fotografías, filmaciones o cualquier otra grabación con los propósitos de identificación, diagnóstico, tratamiento, educación u otros fines médicos. Cualquier otro uso requerirá mi autorización. Además, yo debo autorizar antes que cualquier personal médico de UMC pueda usar cualquiera de las imágenes o grabaciones para propósitos educativos que incluyan información médica identificable con mi persona, incluyendo imágenes fotográficas de la cara completa.*

**Informed Consent / Consentimiento Informado**

The attending physician is responsible for obtaining my informed consent prior to the performance of the proposed medical services and/or surgical procedures.

*El médico a cargo es responsable de obtener mi consentimiento informado antes de realizar el servicio médico y/o procedimiento quirúrgico propuesto.*

- If I am unable to consent to treatment, the attending physician is responsible for obtaining consent from my legal guardian or representative.  
*Si no estoy en condiciones de dar mi consentimiento al tratamiento, el médico a cargo es responsable de obtener el consentimiento de mi tutor o apoderado.*
- UMC is responsible for carrying out the instructions of my attending physician while I am a patient.  
*UMC se hace responsable por cumplir con las instrucciones del médico a cargo de mi tratamiento mientras yo sea su paciente.*

**Financial Agreement / Acuerdo Financiero**

- I understand I am obligated to pay my account at the rates effective on the date of service.  
*Entiendo que estoy obligado a pagar mi cuenta a las tarifas vigentes a la fecha del servicio.*
- I am responsible for payment of any copayment, coinsurance, deductible or non-covered service required by my private or governmental health insurance plan at the time of service.  
*Soy responsable del pago de cualquier copago, coaseguro, deducible o servicio no cubierto solicitado por mi plan de salud privado o del gobierno al momento de recibir el servicio.*
- If I am uninsured and not covered by a governmental health insurance plan, I may be eligible for UMC's uninsured discount or charity care program in effect at the time of service. I may request information from UMC about these programs.  
*Si no tengo un seguro médico y no estoy cubierto por un plan de salud del gobierno, puedo ser elegible para el descuento a no asegurados o el programa de beneficencia del UMC, vigente al momento del servicio. Puedo solicitar información a UMC sobre estos programas.*
- UMC will bill for services and supplies furnished by UMC, hospital employees and physicians directly employed by UMC.  
*UMC facturará los servicios e insumos provistos por UMC, y por los empleados y médicos de la nómina del UMC.*
- I understand that services furnished by independent healthcare professionals, private or consulting physicians will be billed separately by them.  
*Entiendo que los profesionales independientes de la atención de salud, médicos privados o de consulta facturarán sus servicios por separado.*
- As a courtesy to me, the hospital may bill my insurance company, but is not obligated to do so.  
*Como una cortesía el hospital puede facturar a mi aseguradora, pero no es su obligación hacerlo.*
- If my account is placed with a collection agency or an attorney for collection, I will pay all costs UMC incurs in these collection efforts, including, but not limited to, attorneys' fees, interest at the legal rate, and any court costs or other costs of litigation allowed by law.  
*Si mi cuenta se envía a una agencia de cobros o a un abogado para cobrar un deuda, pagaré todos los gastos incurridos por UMC para cobramiento, incluyendo, de forma enunciativa, pero no limitativa honorarios del abogado, intereses a tasas legales, y cualquier gasto de la corte u otros gastos de litigio autorizados legalmente.*
- UMC reserves the right to sell and transfer ownership of accounts to a third party for billing/collection purposes.  
*UMC se reserva el derecho de vender y transferir la titularidad de las cuentas a terceros para propósitos de facturación/cobro.*



**CONDITIONS OF ADMISSION AND  
GENERAL CONSENT FOR TREATMENT**  
**CONDICIONES DE INGRESO Y  
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**Retention of Records / Mantenimiento de Registros**

UMC will retain the financial details of my account for the period required by law. Medical records of patients over the age of 18 will be destroyed after 5 years. Medical records of patients under the age of 18 will be destroyed 5 years after the patient reaches the age of 18.

UMC mantendrá los detalles financieros de mi cuenta por el periodo exigido legalmente. El historial médico de los pacientes mayores de 18 años se destruirán después de 5 años. El historial médico de los pacientes menores de 18 años se destruirán 5 años después de que el paciente cumpla 18 años.

**Assignment of Benefits / Cesión de Beneficios**

I assign to UMC all applicable insurance benefits otherwise payable to me, not to exceed UMC's established charges for services provided. I authorize UMC's Chief Executive Officer, or designee, as my true and lawful attorney-in-fact to endorse any checks made payable to me for benefits or claims collected under this assignment. UMC may apply any credit balance to any other account I may owe. I accept financial responsibility for any charges not paid by this assignment.

Yo cedo en favor de UMC todos los beneficios de mi seguro aplicables y que de otra forma yo cobraría, y que no excederán los honorarios establecidos por UMC para los servicios provistos. Autorizo al Director General de UMC o a su representante, como mi verdadero y legítimo apoderado para endosar todos los cheques pagaderos en mi nombre por los beneficios o reclamaciones cobradas bajo esta cesión. UMC puede aplicar cualquier saldo acreedor a otra cuenta que yo adeude. Acepto la responsabilidad financiera de todos los cargos impagos por esta cesión.

**Medicare Patient Certification and Assignment of Benefits / Certificación de Paciente Medicare y Cesión de Beneficios**

I certify that any information I provide in applying for payment under Title XVIII (Medicare) or Title XIX (Medicaid) of the Social Security Act is correct. I request payment of authorized benefits to be made on my behalf to the hospital or hospital-based physician by the Medicare or Medicaid program.

Certifico que toda la información que he proporcionado al solicitar pago bajo Título XVIII (Medicare) o Título XIX (Medicaid) de la Ley de Seguridad Social es correcta. Solicito que los beneficios autorizados en mi favor sean pagados por el programa Medicare o Medicaid al hospital o al médico del hospital.

**Medicaid Recipients / Destinatarios de Beneficios Medicaid**

I acknowledge that Federal and State statutes require UMC to bill all other payment sources before billing Medicaid. Other coverage sources may be private or employer-provided. By signing this agreement and applying for Medicaid, I certify, under penalty of fraud, that I do not have private or employer provided coverage.

Reconozco que los estatutos federales y estatales exigen a UMC facturar los servicios a otras fuentes de pago antes de facturar a Medicaid. Las otras fuentes de pago pueden ser privadas o proporcionadas por el empleador. Con la firma de este acuerdo y la solicitud de beneficios a Medicaid, certifico bajo pena de fraude, que no tengo cobertura privada o provista por un empleador.

**Release of Information / Divulgación de Información**

I acknowledge that UMC, the physicians and other health professionals involved in my care will share healthcare information necessary for treatment, payment or healthcare operations as allowed by law.

Reconozco que UMC, los médicos y otros profesionales de la salud involucrados en mi atención compartirán la información de salud necesaria para procedimientos de tratamiento, pago o cuidado de la salud acorde con lo permitido por ley.

- Information may be released to any person or entity liable for payment on my behalf to verify coverage, answer payment questions or for any other purpose related to benefit payment.  
La información puede compartirse con cualquier persona o entidad responsable de pago en mi beneficio para verificar la cobertura, contestar consultas de pago o para cualquier otro fin relacionado con el pago del beneficio.
- Information may be released to my employer's designee when the services delivered are related to a claim under worker's compensation.  
La información puede compartirse con el representante de mi empleador cuando los servicios provistos están relacionados con una reclamación por indemnización laboral.

**Communications about My Healthcare / Comunicaciones Sobre mi Atención de Salud**

Unless I request privacy restrictions, I understand my healthcare information may be disclosed:

Salvo que yo solicite restricciones de privacidad, entiendo que mi información de atención de salud puede divulgarse:

- For purposes of communicating results, findings and care decisions to my family members and others responsible for my care or designated by me.  
Con fines de comunicación de resultados, hallazgos y decisiones de atención, a mis familiares y a otras personas responsables de mi cuidado nombrados por mí.
- My name, location and condition will be available for visitors, flowers, phone calls or other directory services.  
La información sobre mi nombre, ubicación y afección estará disponible para los visitantes, recepción de flores y llamadas telefónicas y otros servicios de directorio.

**Other Acknowledgements / Otros Reconocimientos**

**Relationship between Hospital and Physicians / Relación entre el hospital y los médicos**

I understand that doctors furnishing services may be independent contractors and not employees or agents of UMC. Independent contractors are responsible for their own actions and UMC shall not be liable for the acts or omissions of any independent contractors. Independent contractors will bill separately for their services.

Entiendo que los médicos que proporcionan los servicios en general son independientes, están contratados y no son empleados o representantes de UMC. Los profesionales contratados independientes son responsables de sus propias acciones y UMC no será responsable por actos u omisiones de los profesionales contratados independientes, quienes además facturarán sus servicios por separado.

I understand physicians or other health care professionals may be called upon to provide care or services to me or on my behalf, but I may not actually see, or be examined by, all physicians or health care professionals participating in my care. For example, I may not see physicians providing radiology, pathology, EKG interpretation and anesthesiology services.

Entiendo que existirán servicios de mi atención de salud provistos por médicos y otros profesionales de la atención de salud, a quienes yo no veo personalmente, o que será examinado por todos los médicos o profesionales de la salud que participan en mi atención. Por ejemplo, es posible que yo no vea a los médicos que proporcionan servicios de radiología, patología, interpretación de electrocardiogramas (EKG, por su sigla en inglés) o anestesia.



**CONDITIONS OF ADMISSION AND  
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I understand that, in most instances, there will be a separate charge for professional services rendered by physicians to me or on my behalf, and that I will receive a bill for these professional services that is separate from the bill for hospital services.

Entiendo que en la mayoría de los casos, habrá costos por separado correspondientes a los servicios profesionales recibidos o proporcionados a mi favor, y que recibiré por estos servicios profesionales una factura separada de la factura por los servicios del hospital.

**Personal Valuables / Valores Personales**

I understand UMC maintains a safe for the safekeeping of money and valuables for patients who are admitted to the hospital. UMC is not responsible for the loss of or damage to any money, jewelry, glasses, dentures, or any other item that would be considered a loss if misplaced, unless deposited with UMC for safekeeping.

Entiendo que UMC mantiene una caja de seguridad para resguardar dinero y valores para los pacientes que están ingresados en el hospital. UMC no es responsable por la pérdida o daños de dinero, joyas, anteojos, dentaduras o cualquier otro elemento que se considere perdido por no haberlo guardado adecuadamente, salvo que se lo haya entregado a UMC para su resguardo.

UMC's responsibility for loss of any personal property deposited with UMC for safekeeping is limited to five hundred dollars (\$500.00), unless a written receipt for a greater amount has been provided to the hospital by the patient.

La responsabilidad de UMC por la pérdida de elementos de propiedad personal depositados para el resguardo de UMC está limitada a quinientos dólares estadounidenses (\$500.00), salvo que el hospital haya entregado un recibo al paciente por un importe mayor.

I agree to reclaim any property in the custody of UMC within sixty (60) days of discharge. If I am unable to sign for the release of said property, my personal representative may reclaim the property.

Acepto reclamar cualquier elemento de mi propiedad dejado en custodia de UMC dentro de los sesenta (60) días del alta. Si no puedo firmar la devolución de dicho elemento de mi propiedad, mi apoderado personal puede reclamarlo.

**Weapons, Explosives or Drugs / Armas, Explosivos o Drogas**

I understand and agree that if UMC believes there may be a weapon, explosive device, illegal substance or drug, or any alcoholic beverage in my room or with my belongings while on UMC premises, UMC may:

Entiendo y concuerdo que si UMC sospecha la presencia de armas, dispositivos explosivos, sustancias ilegales o droga, o cualquier bebida alcohólica en mi habitación o con mis pertenencias, UMC puede:

- Search my room and my belongings. / Registrar mi habitación y mis pertenencias.
- Confiscate any of the above items that are found. / Confiscar cualquiera de los objetos arriba mencionados encontrados.
- Dispose of them as appropriate, including delivery of any item to law enforcement authorities.

Deshacerse de ellos como sea apropiado, incluyendo la entrega de cualquiera de los objetos a las autoridades de orden público.

**Joint Notice of Privacy Practices / Notificación Conjunta de Políticas de Privacidad**

The Joint Notice of Privacy Practices describes the ways in which the hospital may use and disclose my healthcare information for its treatment, payment, healthcare operations and other described and permitted uses and disclosures.

La Notificación Conjunta de Políticas de Privacidad describe las formas en que el hospital puede usar y compartir mi información de atención de salud para sus procedimientos de tratamiento, pago, atención de salud y otros usos y divulgaciones descritas y permitidas.

Initial the applicable acknowledgement / Marque con una inicial su confirmación junto a la afirmación aplicable

\_\_\_\_\_ I received a copy of the Joint Notice of Privacy Practices / recibí una copia de la Notificación Conjunta de Políticas de Privacidad

\_\_\_\_\_ I declined a copy of the Joint Notice of Privacy Practices / rechacé la copia de la Notificación Conjunta de Políticas de Privacidad

I, the undersigned, hereby certify that the information provided is true and complete, and that I have read and fully understand these Conditions of Admissions and General Consent for Treatment, and that I agree to be bound by its terms. I hereby certify that I have received no promises or guarantees from anyone as to the results that may be obtained by any medical treatment or services.

Yo, el signatario, por la presente certifico que la información aquí consignada es verdadera y completa, y que he leído y entiendo completamente estas Condiciones para Admisiones y Consentimiento General de Tratamiento, y que acepto estar comprometido a sus términos. Por la presente certifico que no he recibido promesas o garantías con referencia a los resultados que puedan obtenerse de los tratamientos médicos o servicios.

Signature of Patient/Patient's Representative Firma del paciente o su apoderado		Date / Fecha 8/30/13	Time / Hora	Reason Patient Unable To Sign Motivo porque no puede firmar el paciente	
		Witness / Testigo 		Title / Título 	
Relationship to Patient: Relación con el paciente:	<input type="checkbox"/> Patient Paciente	<input type="checkbox"/> Spouse Cónyuge	<input checked="" type="checkbox"/> Parent Padre	<input type="checkbox"/> Guardian Tutor	<input type="checkbox"/> Healthcare Durable Power of Attorney Poder duradero para la atención de la salud
<input type="checkbox"/> Other (specify) Otro (explique)					



**UMC CRAIG CARE**  
2202 WEST CRAIG ROAD  
N. LAS VEGAS NEVADA 89032  
PHONE (702) 383-6190 FAX (702) 617-8106  
MEDICAL DIRECTOR.  
JOHN ONYEMA MD.BS.C.P.E. M.M.M.  
ROBERT STEINMETZ, CLINICAL MANAGER  
DEBRA SALERNO, OFFICE SUPERVISOR

**FACSIMILE TRANSMITTAL SHEET**

TO	Animal Dept Control	FROM	UMC QUICK CARE
COMPANY		DATE	2202 W. CRAIG ROAD
FAX NUMBER			N. LAS VEGAS, NV 89032-3018
PHONE NUMBER			(702) 383-6370
INDEX'S REFERENCE NUMBER			
YOUR REFERENCE NUMBER			
<input type="checkbox"/> URGENT <input type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE			
NOTES/COMMENTS			

ENC# 90482704 7 DOB 4/30/2006  
MIZRACHI, NOVA  
Craig Quick Care F  
MR# 002-243-736 5080 ADM 8/30/2013

**FAXED**  
8/30/13  
18717

Note to recipient of information: This transmission is intended for the use of individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employer or agent responsible for delivering the message to the intended recipient, you are hereby notified that dissemination, distribution or copying of this communications is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service.

RR - Response Viewer

Page 1 of 2

Eligibility > Detail Viewer

Status: ELIGIBLE

Eligibility Request	Patient Name:	NOVA MIZRACHI	Eligibility Request	Subscriber Name:	ELIEZER MIZRACHI
	Patient SSN:			Subscriber SSN:	
	Patient Acct #:	8590482704		Member ID/HIC #:	11001352502
	Patient DOB:	04/30/2006		Financial Class:	
	Gender:	F		Date of Service:	08/30/2013
	Relat'n to Subscr:	34		Request Date:	08/30/2013

Payer Response	Patient Name	NOVA MIZRACHI
	Payer:	SIERRA HEALTH SERVICES
	Subscriber Member ID/HIC #:	11001352502
	MCO/HMO:	
	"A" Effective Date:	
	"B" Effective Date:	

<p>Data Notes</p> <p>ER Copay</p> <p>Primary Care Provider</p>	<p>Additional Coverage</p> <p>N/A</p>
--	---------------------------------------

My View Benefit Summary Payer Summary Demographics Financial Opportunities All

Payer Summary (Payer response unless otherwise noted with \*)

*HIS Payer Name:	HPN HEALTH PLAN OF NEVADA	Response Payer Name:	SIERRA HEALTH SERVICES
*HIS Plan Code:		Payer Address 1:	
Response Status:	ELIGIBLE	Payer Address 2:	
Coverage Begin Date:	01/01/2013	Payer City, State, Zip:	
Coverage End Date:		Payer Phone Number:	
HMO Name:		Primary Care Physician:	
Product Info		PCP Phone Number:	7028778600
Description:	HMO PLUS S NV	Service Type:	
Plan #	CALVST20	Insurance Type:	Preferred Provider Organization (PPO)
Plan Name:		Third Party Administrator:	
Group #:	10002391		
Group Name:	STATION CASINOS LLC		
Group or Policy Number:	10002391		
Group or Policy Name:	STATION CASINOS LLC DEPENDENT MIZRACHI, NOVA (11001352502)		

ENC# 90482704 7 DOB 4/30/2006  
MIZRACHI, NOVA F  
Craig Quick Care  
MR# 002-243-736 5080 ADM 8/30/2013

Receipt

8/30/13

Guarantor  
ELIEZER MIZRACHI

CRAIG QUICK CARE  
1800 WEST CHARLESTON

4979 NANCY AVENUE  
LAS VEGAS NV 89120  
Act# 748681

LAS VEGAS, NV 891022329  
Fed# 886000436

<u>Date</u>	<u>Patient Name</u>	<u>Description</u>	<u>Payment</u>	<u>Enc #</u>	<u>User ID</u>
8/30/13	NOVA MIZRACHI	PYMT CASH	25.00-	90482704	AMEBRNALLY

Memo: CASH

ENC# 90482704 7 DOB 4/30/2006  
MIZRACHI, NOVA  
Craig Quick Care F  
MR# 002-243-736 5080 ADM 8/30/2013

Thank you for your deposit payment. Estimated deposit amounts do not represent a negotiated rate. Charges not yet posted to your account will affect your balance due. Should there be a refund or additional charges, you will be notified by mail. Please retain for insurance and income tax purposes.

You may receive a separate bill for your x-ray reading or processing of lab tests depending on your insurance carrier contract.

For care/clinical inquiries, please call 702 383-6270  
For all billing inquiries, please call 702 383-7364

0001

DISTRICT COURT  
CLARK COUNTY, NEVADA

DIANE P. MIZRACHI,

Plaintiff(s),

-VS-

ELIEZER MIZRACHI,

Defendant(s).

CASE NO. D479664

DEPT. NO. C

FAMILY COURT  
MOTION/OPPOSITION FEE  
INFORMATION SHEET  
(NRS 19.0312)

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION FOR OPPOSITION TO CLARIFY AND/OR AMEND DECREE

**Motions and  
Oppositions to Motions  
filed after entry of a final  
order pursuant to NRS  
125, 125B or 125C are  
subject to the Re-open  
filing fee of \$25.00,  
unless specifically  
excluded. (NRS 19.0312)**

**NOTICE:**

*If it is determined that a motion or  
opposition is filed without payment  
of the appropriate fee, the matter  
may be taken off the Court's  
calendar or may remain undecided  
until payment is made.*

**Mark correct answer with an "X."**

1. No final Decree or Custody Order has been entered. ☒ YES ☐ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made.  
☐ YES ☒ NO
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: \_\_\_\_  
☐ YES ☒ NO

If you answered YES to any of the questions above, you are not subject to the \$25 fee.

Motion/Opposition ☐ IS ☒ IS NOT subject to \$25 filing fee

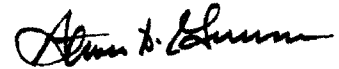
Dated this 8<sup>TH</sup> of MAY, 2014

Rachel Jacobson, Esq.  
Printed Name of Preparer

2014  
Signature of Preparer

ORIGINAL

Electronically Filed  
05/12/2014 11:16:40 AM



CLERK OF THE COURT

**SUPP**

LELAND E. LUTFY, ESQ.  
LELAND E. LUTFY, CHARTERED  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101  
Telephone 702-477-0443  
Facsimile 702-477-0448  
Attorney for Plaintiff  
DIANE MIZRACHI

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

DIANE P. MIZRACHI,

Plaintiff,

vs.

ELIEZER MIZRACHI,

Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

Date of Hearing: May 19, 2014  
Time of Hearing: 10:00 a.m.

**SUPPLEMENT TO PLAINTIFF'S MOTION TO CLARIFY AND/OR AMEND  
DECREE OF DIVORCE IN RESPECT TO HOLIDAY  
VISITATION FOR THE PARTIES' MINOR CHILD  
AND FOR ATTORNEY'S FEES AND COSTS**

In order to resolve all outstanding issues without burdening the Court with another hearing, Plaintiff respectfully supplements her Motion to Clarify and/or Amend the Decree of Divorce and asks the Court to make a ruling at the hearing scheduled May 19, 2014 on the following issues:

1. It is Plaintiff's understanding that all of the Christian and Jewish holidays constitute one day each. Plaintiff nevertheless requests the Court to allow Christmas Eve and Christmas Day to be considered one holiday. Plaintiff likewise agrees that Defendant be allowed two days of one of the Jewish holiday each year (either Passover, Rosh Hashanah, Yom Kippur or Hanukkah) to be considered one holiday.

2. Because of the parties' work schedules, Defendant has the parties' minor child Nova every weekend. This means as a practical matter Nova is unable to attend church with Plaintiff on Sundays in order for Nova to be educated in the Protestant faith. Under the circumstances, Plaintiff asks the

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

1 Court to allow her to have Nova for two hours on Sundays from 9:15 a.m. to 11:15 a.m. in order for  
2 Nova to attend church.

3 3. Plaintiff asks the Court to set a time each day when Nova is in the custody of the other  
4 parent in order for the non-custodial parent to have a telephone conversation with the child. Plaintiff  
5 suggests that a one time call be made any day and any time between 6:00 p.m. and 9:00 p.m. and  
6 limited to one call only per day.

7 4. Pursuant to the Decree of Divorce, Defendant is allowed to have Nova every year on her  
8 birthday. Plaintiff would like the child's birthday alternated each year with Defendant having Nova  
9 in even numbered years and Plaintiff having Nova in odd numbered years.

10 5. Plaintiff requests a modification of that portion of the Decree of Divorce found on page  
11 2, lines 27-28 in which it is required that each party give the other 30 days notice in order to exercise  
12 vacation time with Nova. Because of the Internet technology allowing cost-saving reservations to  
13 be made at the last minute, Plaintiff suggests that it is to the benefit of both Plaintiff and Defendant  
14 for the notice requirement to be reduced from thirty (30) days to fourteen (14) days.

15 6. At the time of the preparation of this Supplement, Defendant has not designated a  
16 particular vacation week he would like to spend with Nova this year. Defendant has, however been  
17 taking vacation days from his job. So far, every vacation day he has taken falls on one of Plaintiff's  
18 custody days during the week. Plaintiff understands that a designated vacation period normally  
19 supercedes the usual custody schedule. Likewise, she does not wish to prevent Nova from having  
20 vacation time with her father but if Defendant continues with this pattern of taking one vacation day  
21 at a time, Plaintiff's usual custody of Nova will be disrupted for weeks. Plaintiff believes that  
22 Defendant is purposefully interfering with Plaintiff's time with their daughter and asks the Court to  
23 resolve this issue.

24 7. During the recent Passover holiday, Defendant kept Nova not only on Passover but for  
25 the following Wednesday, Thursday and Friday, which are Plaintiff's usual days with Nova. Under

26 ...

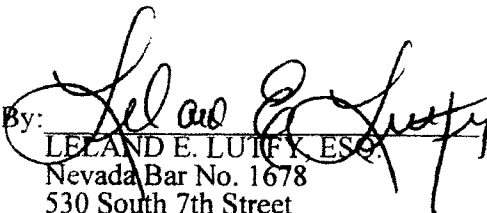
27 ...

28 ...

1 the circumstances, Plaintiff asks the Court to award her three extra days with Nova to make up for  
2 the time that Defendant kept Nova, contrary to the Decree of Divorce.

3 DATED this 9<sup>th</sup> day of May, 2014.

4 LELAND E. LUTFY, CHARTERED

5  
6  
7 By:   
8 LELAND E. LUTFY, ESQ.  
9 Nevada Bar No. 1678  
530 South 7th Street  
Las Vegas, Nevada 89101

10 **CERTIFICATE OF MAILING**

11 I HEREBY CERTIFY on the 9<sup>th</sup> day of May, 2014, I served the above and foregoing  
12 SUPPLEMENT TO PLAINTIFF'S MOTION TO CLARIFY AND/OR AMEND DECREE OF  
13 DIVORCE IN RESPECT TO HOLIDAY VISITATION FOR THE PARTIES' MINOR CHILD  
14 AND FOR ATTORNEY'S FEES AND COSTS by depositing a true and correct copy in the United  
15 States mails, postage prepaid, addressed to counsel for Defendant at her last known address as  
16 follow:

17 Rachel M. Jacobson, Esq.  
18 Jacobson Law Office, LTD.  
19 64 N. Pecos Road, #200  
20 Henderson, Nevada 89074

21   
22 An Employee of  
23 LELAND E. LUTFY, CHARTERED  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

1 **RPLY**  
2 LELAND E. LUTFY, ESQ.  
3 LELAND E. LUTFY, CHARTERED  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 Telephone 702-477-0443  
8 Facsimile 702-477-0448  
9 Attorney for Plaintiff  
10 DIANE MIZRACHI

11  
12  
13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 DIANE P. MIZRACHI,  
16 Plaintiff,  
17 vs.  
18 ELIEZER MIZRACHI,  
19 Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

20 **PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION**  
21 **AND OPPOSITION TO DEFENDANT'S COUNTERMOTION**  
22 **FOR ENFORCEMENT OR MODIFICATION OF DECREE**

23 Date of Hearing: May 19, 2014  
24 Time of Hearing: 10:00 o'clock a.m.

25 COMES NOW Plaintiff, DIANE MIZRACHI, by and through her attorney, LELAND E.  
26 LUTFY, ESQ., of the law offices of LELAND E. LUTFY, CHARTERED, and replies to  
27 Defendant's Opposition and opposes his Countermotion as follows.

28 It is an absolute fact that when the parties negotiated the terms of their Decree of Divorce,  
Plaintiff, Diane Mizrachi, (hereinafter "DIANE") agreed that she would have the parties' daughter  
on Christian holidays and Defendant, Eliezer Mizrachi (hereinafter referred to as 'ELI') would have  
their daughter on Jewish holidays. Based on her knowledge of Eli's participation in observing Jewish  
holidays throughout their marriage, Diane believed the Jewish holidays encompassed Passover, Rosh  
Hashanah, Yom Kippur and Hanukkah. The parties had a calendar in their home that referenced  
other days but it was simply a calendar on the wall, not something that entered into their daily lives  
in any manner. It would be much like a calendar for the Catholic faith noting feast days, or dates

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LAS VEGAS, NEVADA 89101  
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1 honoring saints, etc. It had no bearing on their lives.

2 Diane's naivety has caught up with her. Eli now appears to want their daughter on every date  
3 noted on the Jewish calendar regardless of whether those 'holidays' are one day long or last for  
4 several days. Eli never made known to Diane or her attorney his intention to interpret "Jewish  
5 holidays" so broadly. This is unreasonable on Eli's part and contrary to the good faith agreement  
6 the parties reached in crafting their Decree of Divorce.

7 The parties' disputes date back to Thanksgiving, 2013. Hanukkah fell on the day before  
8 Thanksgiving. Eli had Nova for Hanukkah but refused to return her to Diane in order for her to  
9 celebrate Thanksgiving with her mother. Eli insisted that Hanukkah was a week-long celebration  
10 and he intended to keep Nova for the entire week. The parties argued over the issue and Eli finally  
11 agreed to allow Nova to be with Diane during the day on Thanksgiving but he demanded that Nova  
12 return to him at 6:00 p.m. when Diane had to go to work. He kept Nova for a week.

13 Eli's claim that he has tried working with Diane on these issues is a lie. Eli has a very  
14 domineering personality. Throughout their marriage and continuing post-divorce, Eli has been quite  
15 insistent that he get his way in all matters concerning Nova. It has come to Diane's attention that  
16 Eli is now manipulating Nova to gain the upper hand in any disagreements with Diane.

17 Diane recently picked up Nova after school. Nova was speaking to Eli on the phone and  
18 without informing her father, the child put the phone on speaker. Diane heard the conversation  
19 between father and daughter in which Eli said to Nova that she was not to forget that 'mommy hates  
20 Jews.' Diane was completely horrified that Eli would say such a thing to Nova. Diane confirmed  
21 this by sending a text message to Eli refuting that she ever told Nova any such thing. A copy of  
22 Diane's text message is incorporated herein by this reference as Exhibit "10." [Due to poor scanning  
23 quality, the original text message is being hand delivered to Dept. C]. Eli's allegation that Diane is  
24 anti-Semitic is categorically false. Eli proved his own statement wrong when he stated on page 5,  
25 lines 21-25 of his Opposition, "Throughout their courtship before the marriage and during the  
26 marriage, Diane shared in Eliezer's Jewish heritage. . ." Attached as Exhibit "H" to Eli's Opposition  
27 is a Declaration of Eden Pendergast who stated that Diane attended Passover, Rosh Hashanah and  
28 Hanukkah holiday dinners. Ms. Pendergast stated,

1 "Not only did they come to the dinners, they also took part in some of the holiday  
2 traditions, and **they seemed to enjoy themselves** while taking part." [Emphasis  
added].

3 In the Declaration of Francisco Osorio, attached as Exhibit "E" to Eli's Opposition, Mr.  
4 Osorio, who is Eli's brother-in-law, states in pertinent part,

5 "For the last 22 years I have celebrated as many Jewish holidays as I could with my  
6 wife's family. I have respected their religion the same way they respect my religion  
7 and **for the past 12 years that I have known Diane she celebrated Jewish  
holidays just like me.**" [Emphasis added].

8 The footnote contained on page 5 of Eli's Opposition states, among other things,

9 "...Diane celebrated all holidays with the family, lit candles on Hanukkah, danced at  
10 various bar and bat mitzvahs, ate traditional Israeli/Jewish foods, danced the hora,  
was surrounded by Hebrew, watched Eliezer say the Kadish over his father when he  
passed away, placed a mezuzah on the front door of their marital home. . ."

11 As set forth in Diane's Declaration, attached hereto and incorporated herein as Exhibit "11,"  
12 points out, Diane is shocked by Eli's allegations. An anti-Semite would not show the respect Diane  
13 demonstrated throughout the parties' marriage. Both Eden Pendergast and Francisco Osorio  
14 testified to that fact in their Declarations. The footnote in Eli's Opposition is further proof that Diane  
15 Mizrachi always had and continues to have respect for the Jewish faith. Incorporated herein by this  
16 reference as Exhibit "12" is a picture of the doorway leading into Diane's house which shows the  
17 mezuzah that Diane and Eli installed on the home when they were together. [Due to poor scanning  
18 quality, the original copy of the picture is being hand delivered to Dept. C]. It remains in the  
19 doorway of Diane's home in order to honor the Jewish faith.

20 On the other hand, in spite of their agreement that Nova would be exposed to both the  
21 Christian and Jewish faith, Eli has been dead set opposed to Nova receiving any education in  
22 Christianity. In his Opposition, Eli describes Diane as a 'non religious person,' states that Diane has  
23 only recently been taking Nova to different churches and says that Nova had not attended Sunday  
24 School or church prior to that. Eli did not inform the Court that he refused to allow Diane to take  
25 Nova to church during their marriage. While married to Eli, Diane did not attend church regularly  
26 because of the conflict it caused with Eli. When she expressed a desire to attend church with Nova,  
27 Eli told her if she left the house with the child that he would follow her, take Nova from Diane when  
28 they arrived at church, and drive her back home. Because of Eli's dominating personality, Diane

1 believed his threats. She did not want to be part of a domestic dispute in the church parking lot.

2 Now that Diane is freed from Eli's domination, she has been looking for a permanent church  
3 to attend with Nova. She has been visiting protestant churches in her area to find one where she and  
4 Nova can worship together. Nova is too young to grasp the Jewish dictate that a child is considered  
5 to be the faith of the child's mother. If Diane actually followed that dictate, since she is Christian,  
6 Nova is likewise Christian. Diane has always honored her agreement with Eli that their daughter  
7 would be educated in both of their faiths and has always told Nova that she is both a Christian and  
8 a Jew. If the Court were to have concerns that either Diane or Eli is against the other's religious  
9 faith, Eli's conduct shows that he is the party guilty of the prejudice.

10 Eli made reference in his Opposition to Nova's tardiness at school and the vacation week  
11 Diane took with the child that caused her to miss school. Nova is not a morning person and it is  
12 sometimes difficult to get her up and moving. Diane has established a stricter morning routine in  
13 order to combat this issue and Nova is no longer late.

14 Diane's vacation was planned in November/December 2013 for April, 2014 during Nova's  
15 school break. When Diane informed Eli of the time period for the vacation, he objected because it  
16 would interfere with Passover. As a result, Diane changed the date of the vacation in order to  
17 accommodate Eli. See texts of communications between Diane and Eli regarding the vacation issue,  
18 copies of which are incorporated herein as Exhibit "13." [Due to poor scanning quality, the original  
19 text message is being hand delivered to Dept. C]. Diane discussed the time frame with Nova's  
20 teacher. Prior to vacation, Nova had not missed any days from school. The teacher informed Diane  
21 that she could get Nova's school work in advance of the vacation so she would not fall behind. Eli  
22 was given notice of this vacation as soon as the trip was booked. Eli told Diane he was going to call  
23 the Court and Nova's school and object. Diane had to remind him that she had scheduled the trip  
24 so that the dates would not conflict with him celebrating Passover with Nova on April 15, 2014.

25 Nova went on vacation with her mother. As is understandable, she did some, but not all, of  
26 her homework during the trip. Nova was on spring break the week she returned to Las Vegas, which  
27 gave her more than sufficient time to complete her school work during her regular time with her  
28 father. This cannot be construed in any manner as an indictment of Diane's parenting. Nova was

1 on a vacation trip and had an entire week when she returned to finish her homework.

2 Eli raised the issue of Nova being bitten by the family dog and Nova being left alone in the  
3 car while in California with Diane. Both of these issues are being blown out of proportion. In  
4 reference to the dog bite, Nova was in school that day and unable to find the iPad Eli had purchased  
5 for her. She was extremely upset and immediately called her father after school. Eli jumped in his  
6 car and came rushing over. When he arrived, he raised a commotion in the house, causing a lot of  
7 noise. Nova stepped backwards and inadvertently stepped on the dog's paw. The dog nipped Nova.  
8 While in California, Diane and Nova stopped at a gas station where Diane filled up her car. She  
9 informed Nova that she was taking trash from the car over to a trash can in the parking lot. Nova sat  
10 safely locked in the car while Diane dumped the trash. It took Diane less than a minute and Nova did  
11 not appear to be upset in any way. From the writing in Eli's Opposition, it appears he believes Diane  
12 left Nova in the car and went shopping. That is not what happened.

13 Since the divorce, Nova has been displaying behavior indicating that she may be pitting her  
14 parents against one another. In the conversation Diane heard on speaker phone, Eli informed Nova  
15 that she was to call the police if 'mommy spanks you again.' The week prior to leaving on vacation,  
16 Nova seemed very upset with Diane. The child was defensive and rude to Diane. Nova hit Diane  
17 and told her she did not have to listen to her mother. She told Diane that she wanted her dad to have  
18 custody of her and wanted to live with him because he bought her stuff all the time and that he loved  
19 her and Diane did not. Nova has been spending a lot her time with Eli in the company of several  
20 teenage cousins. Diane has personally witnessed these teens being disrespectful, using curse words,  
21 and telling their mother (Eli's sister) that they 'don't have to listen' to her. Nova is now showing  
22 that same teenage attitude.

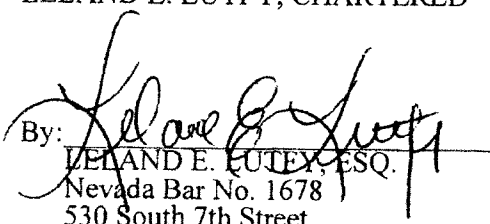
23 It is Diane's request that the Court admonish Eli to be a more cooperative co-parent. From  
24 Nova's behavior, Eli may be indulging the child to a point that is unhealthy. Likewise, Eli needs to  
25 honor his agreement with Diane that Nova will be educated in both their faiths. Diane is completely  
26 supportive of Nova's involvement in the Jewish faith. Diane requests that Eli show that same  
27 support of Nova's participation in the Christian faith. Eli must understand that post-divorce, he can  
28 no longer dominate Diane, cannot insist on his way at all times, and must be an effective co parent

1 to their daughter.

2 Diane respectfully asks the Court to grant the relief sought in her Motion and Supplement  
3 and deny Eli's Counterclaim.

4 DATED this 14<sup>th</sup> day of May, 2014.

5 LELAND E. LUTFY, CHARTERED

6  
7  
8 By:   
9 LELAND E. LUTFY, ESQ.  
10 Nevada Bar No. 1678  
11 530 South 7th Street  
12 Las Vegas, Nevada 89101

13 **CERTIFICATE OF MAILING**

14 I HEREBY CERTIFY on the 14<sup>th</sup> day of May, 2014, I served the above and foregoing  
15 PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION AND OPPOSITION TO  
16 DEFENDANT'S COUNTERMOTION FOR ENFORCEMENT OR MODIFICATION OF DECREE  
17 by depositing a true and correct copy in the United States mails, postage prepaid, addressed to  
18 counsel for Defendant at her last known address as follow:

19 Rachel M. Jacobson, Esq.  
20 Jacobson Law Office, LTD.  
21 64 N. Pecos Road, #200  
22 Henderson, Nevada 89074

23   
24 An Employee of  
25 LELAND E. LUTFY, CHARTERED  
26  
27  
28

# Exhibit 11

**DECLARATION OF PLAINTIFF**

STATE OF NEVADA       )  
                                  )ss  
COUNTY OF CLARK     )

DIANE MIZRACHI, being first duly sworn, deposes and states:

1. That I am the Plaintiff in the above-captioned matter, have knowledge of the facts set forth herein and am competent to testify as to those facts if called upon in a Court of law to do so and I make this Declaration in support of my MOTION TO CLARIFY AND/OR AMEND DECREE OF DIVORCE IN RESPECT TO HOLIDAY VISITATION FOR THE PARTIES' MINOR CHILD AND FOR ATTORNEY'S FEES AND COSTS and SUPPLEMENT TO MOTION.

2. That I recently picked Nova up after school. Nova was speaking to Eli on the phone and without informing him, put the call on speaker phone. I heard Eli say to Nova that she was not to forget that 'mommy hates Jews.'

3. That I am shocked and horrified that Eli would say such an inflammatory lie to our child. I categorically deny that I am anti-Semitic. I do not hate Jews and I have never and would never express such a sentiment. If I hated Jews, why would I have married one? I am dumbstruck by this allegation.

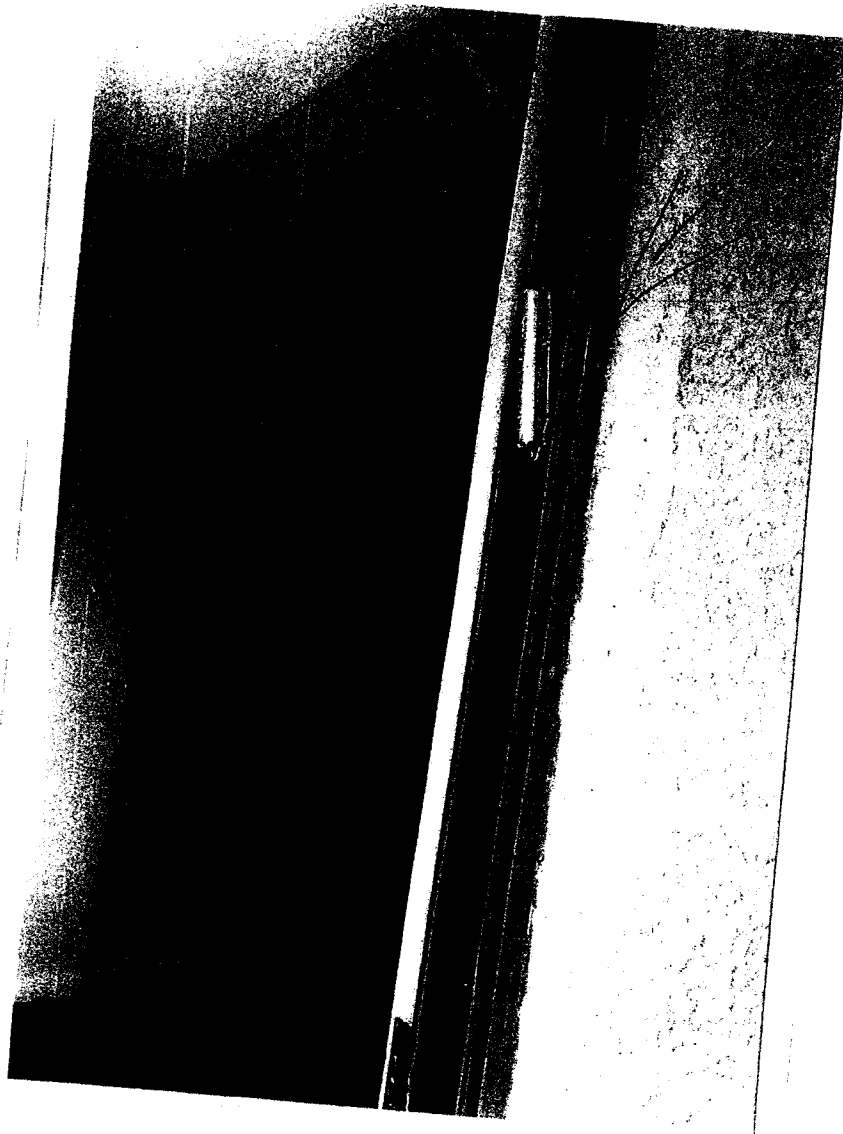
4. That Eli's own Opposition and Exhibits testify that I have always been respectful of Eli's religion. I was always a gracious guest at holiday dinners with Eli's family. I took my own mother and father to some of those dinners. Paraphrasing the footnote to Eli's Opposition, I did indeed light candles on Hanukkah, dance at Jewish celebrations, enjoyed traditional Israeli/Jewish foods, danced the hora and placed a mezuzah on the door of our home to honor Eli's faith.

5. That when Eli and I negotiated our divorce, I believed Jewish holidays encompassed Passover, Rosh Hashanah, Yom Kippur and Hanukkah. I likewise believed each of those holidays was of one day duration. Eli never told me that he intended to celebrate Jewish holidays he had never observed before and that I had never heard of. He also never made note that he intended to celebrate the entire holiday period and not one single day.

6. That I believe it is unreasonable for Eli to demand that he have Nova for every single Jewish holiday that has never had previous meaning to his life.







dates

I tried to do on spring break but that interfered with passover remember? So I changed it to accommodate you for that, so now you've know abt this new arrange in the different dates for a while and now u don't like it. Shes not missing any school assignments you know this but your acting like there's suffering involved when there's not, shes doing the 5 days assignments before everover holidays so shell

Copied to clipboard

do that week, so a week ahead of them. And ill take the practice books with us to the trip and study with her for extra activities to do. we do these things sometimes anyway. Ill give u a book to have at your house too for extra study with her. I have an extra one. See u and even know whsts going on with the trip like what to do. And if it wasnt for your demands with passover week spring break we would have vacationed then instead.

Yes but I don't need to lose my time with her because your playing games right?

No games

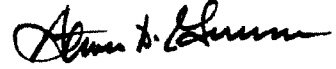
I will follow court advice

Then what's the problem? If your not allowing to give you passover then another date will have to be picked, the schools realizes this, so if u want to really know call them otherwise your just looking for attention from me.

2044N  
DATE

ORIGINAL

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CLERK OF THE COURT

1 **NEOJ**  
2 **LELAND E. LUTFY, ESQ.**  
3 **LELAND E. LUTFY, CHARTERED**  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 Phone: 702-477-0443  
8 Fax: 702-477-0448  
9 Attorney for Plaintiff  
10 **DIANE MIZRACHI**

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **DIANE MIZRACHI,**  
14 **Plaintiff,**

Case No.: D-13-479664-D  
Dept. No.: C

15 vs.


16 **ELIEZER MIZRACHI,**  
17 **Defendant.**

18 **NOTICE OF ENTRY OF ORDER**

19 PLEASE TAKE NOTICE that an Order Re May 19, 2014 was entered on the 24th day of  
20 June, 2014. A copy of said Order is attached for your records.

21 DATED this 30<sup>th</sup> of day of June, 2014.

22 **LELAND E. LUTFY, CHARTERED**

23 By:   
24 **LELAND E. LUTFY, ESQ.**  
25 Nevada Bar No. 1678  
26 530 South 7<sup>TH</sup> Street  
27 Las Vegas, Nevada 89101  
28

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY on the 3<sup>rd</sup> day of July, 2014, I served the above and foregoing NOTICE OF ENTRY OF ORDER by depositing a true and correct copy in the United States mails, postage prepaid, addressed to counsel for Defendant at his last known address as follows:

Rachel Jacobson, Esq.  
64 North Pecos Road, Suite 200  
Henderson, Nevada 89074



An Employee of  
LELAND E. LUTFY, CHARTERED

ORIGINAL

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CLERK OF THE COURT

1 **ORDR**  
2 LELAND E. LUTFY, ESQ.  
3 LELAND E. LUTFY, CHARTERED  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 Phone: 702-477-0443  
8 Fax: 702-477-0448  
9 Attorney for Plaintiff  
10 DIANE MIZRACHI

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 DIANE P. MIZRACHI,  
14 Plaintiff,  
15 vs.  
16 ELIEZER MIZRACHI,  
17 Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

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21 for Attorney's Fees and Costs and Supplement thereto, Defendant's Opposition and Countermotion  
22 for Enforcement or Modification of Decree and Plaintiff's Reply and Opposition. Plaintiff, DIANE  
23 MIZRACHI, appeared personally and by and through her attorney, LELAND E. LUTFY, ESQ., of  
24 the law offices of LELAND E. LUTFY, CHARTERED, and Defendant, ELIEZER MIZRACHI,  
25 appeared personally and by and through his attorney, RACHEL JACOBSON, ESQ., of the  
JACOBSON LAW OFFICE, LTD. Based on the papers and pleadings on file herein, and the  
argument of counsel,

26 **IT IS HEREBY ORDERED** that the Court finds there was not a clear understanding  
27 between the two parties at the time and there needs to be a clarification on the Jewish holidays and  
28 so the Court is going to adopt the default Jewish holiday system that has been set up in Department  
D. The Court is going to agree that the four major holidays: Passover, Hanukkah, Yom Kippur and

THE LAW OFFICES OF  
LELAND E. LUTFY, CHARTERED

530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
702-477-0443 • 702-477-0448

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

1 Rosh Hashanah be the four holidays and will constitute only the first day of each holiday.

2 **IT IS FURTHER ORDERED** that the holidays shall constitute one full day defined as 5:00  
3 o'clock p.m. on the eve of the holiday to 5:00 o'clock p.m. on the day of the holiday.

4 **IT IS FURTHER ORDERED** that the parties will alternate having Nova on her birthday.  
5 Each year Plaintiff has Nova on her birthday. Defendant will have Nova the following day.

6 **IT IS FURTHER ORDERED** that each party will continue to have three (3) weeks of  
7 vacation per year with Nova with thirty (30) days advance notice. Each vacation shall be no less than  
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9 **IT IS FURTHER ORDERED** that this vacation modification shall take effect subsequent  
10 to the vacation time already scheduled from June 8, 2014 to June 12, 2014 and June 24, 2014  
11 through June 25, 2014.

12 **IT IS FURTHER ORDERED** that Plaintiff's request for Sunday visitation is denied as  
13 Plaintiff agreed to that and there is no change in circumstances.

14 **IT IS FURTHER ORDERED** that neither party shall be awarded make up visitation time.

15 **IT IS FURTHER ORDERED** that the Court is not going to adopt Monday holidays as the  
16 parties knew those existed at the time they entered the Agreement.

17 **IT IS FURTHER ORDERED** that each party shall bear their own attorney's fees and costs.

18 **IT IS FURTHER ORDERED** that the parties are on notice that any party ordered to pay  
19 child support is subject to the provisions of NRS 125.450(2) and Chapter 31A inclusive, regarding  
20 the withholding of wages and commissions for delinquent payments of support.

21 **IT IS FURTHER ORDERED** that pursuant to NRS 125A.350, neither party may move  
22 from the State of Nevada with the minor child without the prior mutual written consent of the other  
23 party or leave of the court. The failure of a parent to comply with this provision may be considered  
24 a factor if a change of custody is requested by a non-custodial parent or a parent having joint custody.

25 **IT IS FURTHER ORDERED** that pursuant to NRS 125.510(7) and (8), the terms of the  
26 Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on  
27 Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign county.  
28 The minor child's habitual residence is located in the city of Las Vegas, Clark County, State of

THE LAW OFFICES OF  
**LELANE E. LUTFY, CHARTERED**  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

1 Nevada, within the United States of America.

2 **IT IS FURTHER ORDERED** that the parties are aware of the provisions of NRS  
3 125.510(6) as follows: PENALTY FOR VIOLATION OF THE ORDER: THE ABDUCTION,  
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5 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359  
6 provides that every person having a limited right of custody to a child or any parent having no right  
7 of custody to the child who willfully detains, conceals or removes the child from a parent, guardian  
8 or other person having lawful custody or a right of visitation of the child in violation of an order of  
9 this court, or removes the child from the jurisdiction of the court without consent of either the court  
10 or all persons who have the right to custody or visitation is subject to being punished for a Category  
11 D felony as provided in NRS 193.130.

12 **IT IS FURTHER ORDERED** that pursuant to NRS 125B.145, the parties are entitled to  
13 a review of any order for support every three years to determine whether the order should be  
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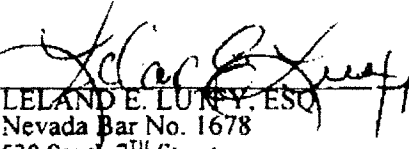
**JUN 24 2014**


15 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

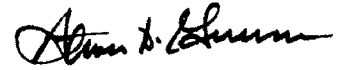
16  
17   
18 DISTRICT COURT JUDGE

19 Submitted by:

Approved as to Form and Content  
**GERALD W. HARDCASTLE**

20  
21 By:   
22 **LELANE E. LUTFY, ESQ.**  
23 Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

24  
25 By:   
26 **RACHEL JACOBSON, ESQ.**  
27 Nevada Bar No. 007827  
28 64 North Pecos Road, Suite 200  
Henderson, Nevada 89074



CLERK OF THE COURT

1 NOAS  
2 RACHEL M. JACOBSON, ESQ.  
3 Nevada Bar No. 007827  
4 JACOBSON LAW OFFICE, LTD  
5 64 North Pecos Road, Suite 200  
6 Henderson, Nevada 89074  
7 (702) 601-0770  
8 reli@jacobsonlawltd.com  
9 Attorney for Defendant

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DISTRICT COURT  
CLARK COUNTY, NEVADA

DIANE MIZRACHI,

Plaintiff,

vs.

ELIEZER MIZRACHI,

Defendant.

CASE NO.: D-13-479664-D

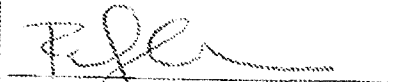
DEPT. NO: C

NOTICE OF APPEAL

NOTICE is hereby given that Defendant, ELIEZER MIZRACHI, hereby appeals to the Supreme Court of the State of Nevada for District Court Order filed on June 25, 2014, a copy of which is attached as Exhibit "A" hereto.

Dated this 24 day of July, 2014.

JACOBSON LAW OFFICE, LTD.



RACHEL M. JACOBSON, ESQ.  
Nevada Bar No. 007827  
64 N. Pecos Road, Suite 200  
Henderson, Nevada 89074  
Attorney for Defendant



CERTIFICATE OF SERVICE

I hereby certify that I am an employee of JACOBSON LAW OFFICE, LTD. ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "NOTICE OF APPEAL" on this 24 day of July, 2014, to all interested parties as follows:


☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Leland E. Lutfy, Esq.  
LELANDE E. LUTFY, CHARTERED  
530 South 7th Street  
Las Vegas, NV 89101

  
An employee of Jacobson Law Office, Ltd.

# EXHIBIT A

*Agnes L. Lutfy*  
CLERK OF THE COURT

1 **ORDER**  
2 LELAND E. LUTFY, ESQ.  
3 LELAND E. LUTFY, CHARTERED  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 Phone: 702-477-0443  
8 Fax: 702-477-0448  
9 Attorney for Plaintiff  
10 DIANE MIZRACHI

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 DIANE P. MIZRACHI,  
14 Plaintiff,  
15 vs.  
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Case No.: D-13-479664-D  
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LELAND E. LUTFY, CHARTERED  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

☐ Other  
☐ Dismissed - Want of Prosecution  
☐ Voluntary (Stipulation) Dismissal  
☐ Default Judgment  
☐ Transferred  
☐ Disposed After Trial Start  
☒ Settled/Withdrawn  
☐ Without Judicial Confirmation  
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☐ Initial Dispositions  
☐ Judgment Received by

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LELAND E. LUFFY, CHARTERED  
530 SOUTH 7TH STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0041 or (702) 477-0048

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8 or other person having lawful custody or a right of visitation of the child in violation of an order of  
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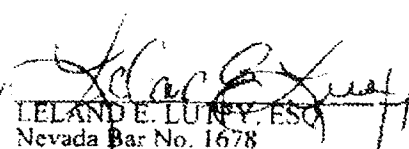
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14 modified or adjusted.

15 DATED this JUN 24 2014 day of \_\_\_\_\_, 2014.

16  
17   
18 DISTRICT COURT JUDGE

19 Submitted by: \_\_\_\_\_

20 Approved as to form and content  
21 **GERALD W. HARDCASTLE**

22 By:   
23 **LELAND E. LUFFY, ESQ.**  
24 Nevada Bar No. 1678  
25 530 South 7th Street  
26 Las Vegas, Nevada 89101

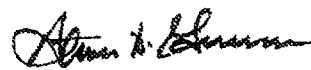
27 By:   
28 **RACHEL JACOBSON, ESQ.**  
Nevada Bar No. 007827  
64 North Pecos Road, Suite 200  
Henderson, Nevada 89074

THE LAW OFFICES OF  
LELAND E. LUTFY, CHARTERED  
530 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-0443 • (702) 477-0448

1 NEOJ  
2 LELAND E. LUTFY, ESQ.  
3 LELAND E. LUTFY, CHARTERED  
4 Nevada Bar No. 1678  
5 530 South 7<sup>TH</sup> Street  
6 Las Vegas, Nevada 89101  
7 Phone: 702-477-0443  
8 Fax: 702-477-0448  
9 Attorney for Plaintiff  
10 DIANE MIZRACHI

ORIGINAL

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07/07/2014 03:14:36 PM

  
CLERK OF THE COURT

DISTRICT COURT  
CLARK COUNTY, NEVADA

11 DIANE MIZRACHI,

12 Plaintiff.

13 vs.

14 ELIEZER MIZRACHI,

15 Defendant.

Case No.: D-13-479664-D  
Dept. No.: C

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20 LELAND E. LUTFY, CHARTERED

21  
22  
23 By: 


LELAND E. LUTFY, ESQ.  
Nevada Bar No. 1678  
530 South 7<sup>TH</sup> Street  
Las Vegas, Nevada 89101

THE LAW OFFICES OF  
**LELAND E. LUTFY, CHARTERED**  
510 SOUTH 7<sup>TH</sup> STREET  
LAS VEGAS, NEVADA 89101  
(702) 477-9400 • (702) 477-9408

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY on the 3<sup>rd</sup> day of July, 2014, I served the above and foregoing NOTICE OF ENTRY OF ORDER by depositing a true and correct copy in the United States mails, postage prepaid, addressed to counsel for Defendant at his last known address as follows:

Rachel Jacobson, Esq.  
64 North Pecos Road, Suite 200  
Henderson, Nevada 89074

  
An Employee of  
LELAND E. LUTFY, CHARTERED

COPY

FILED

JUN 25 2014

*Alvin S. Johnson*  
CLERK OF COURT

CTNC

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

DIANE MIZRCHI	)	CASE NO.	D-13-479664-D
	)		
Plaintiff,	)	DEPT.	C
	)		
v	)		
	)		
ELIESER MIZRACHI	)		
	)		
Defendant.	)		

CERTIFICATION OF TRANSCRIPTS/NOTIFICATION OF COMPLETION

The office of Transcript Video Services received a request for original transcript and two copies, for the purpose of appeal, from the Law Office of Rachel M. Jacobson, on May 19, 2014. A deposit was paid May 28, 2014, for the following proceeding in the above-captioned case:

MAY 19, 2014

I do hereby certify that true and accurate copies of the transcript requested in the above-captioned case were filed with the Eighth Judicial District Court on June 25, 2014, and ordering party was notified June 25, 2014.

DATED this 25<sup>th</sup> day of June, 2014.

SHELLY A. AJOUB, SUPERVISOR  
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*Alfonso J. Salazar*  
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EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

DIANE MIZRACHI, )  
 )  
Plaintiff, ) CASE NO. D-13-479664-D  
 )  
vs. ) DEPT. C  
 )  
ELIESER MIZRACHI, )  
 )  
Defendant. )  
 )

BEFORE THE HONORABLE JACK B. AMES  
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

MONDAY, MAY 19, 2014

APPEARANCES:

The Plaintiff: DIANE MIZRACHI  
For the Plaintiff: LELAND LUTFY, ESQ.  
530 S. Seventh St.  
Las Vegas, Nevada 89101  
(702) 477-0443  
  
The Defendant: ELIESER MIZRACHI  
For the Defendant: RACHEL JACOBSON, ESQ.  
64 N. Pecos Rd., #200  
Henderson, Nevada 89074  
(702) 601-0770

1 LAS VEGAS, NEVADA

MONDAY, MAY 19, 2014

2

P R O C E E D I N G S

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(THE PROCEEDINGS BEGAN AT 10:14:12)

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THE COURT: The next matter this morning that the Court will take up is case number D-13-479664-D, Mizrachi, is that --

8

MR. LUTFY: Yes, Mizrachi, Your Honor.

9

10

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12

THE COURT: Is that correct? Okay. Mizrachi versus Mizrachi. And the record will reflect that the Plaintiff Mizrachi is present in court and is represented by her attorney, Mr. Lutfy.

13

MR. LUTFY: Bar number 1678, Your Honor.

14

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16

THE COURT: Thank you, sir. And Mr. Mizrachi is present in court and is represented by his attorney Ms. Jacobson.

17

18

MS. JACOBSON: Yes, Your Honor. Bar number 7827. Thank you.

19

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THE COURT: Thank you. This is the time for the Court to consider the pleadings that have been filed. Plaintiff has filed a motion for clarification as of April 16th, opposition and counterclaim that's filed on May 8th and a supplement was filed on May 12th and then a reply was given to me this morning. I think it was actually filed on Friday,

1 is that correct, do you recall? Are the parties ready to  
2 proceed?

3 MR. LUTFY: We are, Your Honor.

4 THE COURT: Okay. Mr. Lutfy, if you like to be  
5 heard on the matter.

6 MR. LUTFY: Thank you, Your Honor.

7 THE COURT: I have read all the documentation.

8 MR. LUTFY: Thank you. The problem we have is that  
9 I represented the Plaintiff during the divorce action. And  
10 she and her then husband reached an agreement on issues which  
11 are reflected in the decree. They -- even though I discussed  
12 with her that there were other issues involving holidays and  
13 things like that, she told me and said they thought they could  
14 work all of that out. And what they wanted in the decree was  
15 what's contained in the decree.

16 Well, unfortunately, they have not been able to work  
17 it out and that's why we're here today. I have -- and again,  
18 I won't go into settlement negotiations, obviously that's not  
19 proper to bring those before the Court, but I have supplied to  
20 the Defendant a copy of -- Department C does not have a  
21 default schedule.

22 When these issues first arose, I called up and spoke  
23 to the law clerk in Department C, and we all know Judge Jones  
24 has not been here, and asked them, you know, because I have to

1 do the default holiday schedule for every Department but  
2 didn't have it for C. And they told me at that time anyway  
3 that Department C used Department D's default schedule. And  
4 that's been fine. So that was -- I worked from that premised  
5 and I forwarded that to Mr. Mizrachi as we were negotiating to  
6 let him see the default schedule so far as the Department is  
7 concerned.

8           The problem is origin -- arisen initially because of  
9 the issue of Jewish holidays. Mr. Mizrachi is insisting on  
10 eight days for Hanukkah and eight days for Passover and  
11 insisted on a total of 12 holidays. And as we know in  
12 Department D's default, there are not 12 Jewish holidays. And  
13 I want to be -- make sure I clarify that, that there are not  
14 12 Jewish holidays but rather four along with also any Bar  
15 Mitzvah or a Bat -- I assume also a Bat Mitzvah arrangements  
16 especially in this instance because Nova's being a girl.

17           And it's my understanding that all of the Jewish  
18 holidays by court order are one day, just as the Christian  
19 holidays are one day. But as I said, Mr. Mizrachi is  
20 insisting on eight days for Passover and eight days for  
21 Hanukkah. That is not the rule of the court.

22           I'm not saying we -- we're not willing to try to  
23 cooperate somewhat with them, but we have not been able to  
24 resolve them. We up til just a few minutes ago try to resolve

1 this issue and we can't resolve it. And so we need the  
2 Court's guidance on that so far as what are the Jewish  
3 holidays and what are the Christian holidays.

4 My client does ask for an extra day on a Christian  
5 holiday, in particular on Christmas. So she's asking to have  
6 Christmas Eve night and overnight and Christmas and Christmas  
7 Day overnight. And she's certainly willing to offer Mr.  
8 Mizrachi an extra day for either Passover or Hanukkah,  
9 whichever he wants, so that he's not, you know, losing out so  
10 that Christmas Even and Christmas Day goes to my client and  
11 either Hanukkah Eve or Passover Eve and Hanukkah Day or  
12 Passover Day goes to Mr. Mizrachi, so at that way the parties  
13 are equal so far as the religious holidays are concerned.

14 As the Court can understand, my client's a  
15 Christian, Mr. Mizrachi is Jewish. Because of the clients'  
16 work schedules, Mr. Mizrachi in effect has Nova, who is their  
17 daughter, every weekend. My client wants the opportunity on  
18 Sundays to be able to take her daughter to Sunday school to  
19 give her some background in her Christian religion.

20 And to the extent to which Mr. Mizrachi would need  
21 time for Nova to have Jewish training, religious training, my  
22 client will certainly cooperate with that. You know, we're  
23 not asking for a one-way street on this. We're asking for a  
24 two-way street.

1 Telephone calls, my client says they have just been  
2 excessive, daily, multiple times daily calls. We would like  
3 the Court to fix the time. We're suggesting anytime between  
4 6:00 o'clock and 9:00 o'clock in the evening and allow either  
5 of the non-custodial parents at that time to have a telephone  
6 call to Nova.

7 Nova's birthday, again, because we negotiated it, we  
8 had agreed initially that Nova would spend all the birthdays  
9 with her father and my client recognizes that's not fair, it's  
10 not fair to her, it's not fair to Nova. Nova would like to  
11 see her mother on her birthday. So we're asking that Nova's  
12 birthdays be alternated on a year basis.

13 When it comes to vacation time, the decree has 30  
14 days notice requirement. As I mentioned in the motion with  
15 nowadays with the internet and the ability to go online and to  
16 be able to get good fares and good rates to take plane fares  
17 and hotels, we're asking that it be reduced from 30 days to 14  
18 days for both parties. In other words, either one of them can  
19 upon 14 days notice exercise their right of vacation time with  
20 Nova.

21 We're asking that vacation time be a minimum of a  
22 three day time period, because what we're finding is that Mr.  
23 Mizrachi is noticing every other Wednesday as vacation time  
24 which obviously becomes on my client's time. So he ends up

1 with more time with Nova. My client loses that day. She  
2 doesn't want it. In other words, if he wants to designate at  
3 least of minimum of three days up to a maximum of one week per  
4 each vacation, that's perfectly okay for either one of them.

5 THE COURT: How much vacation time does the decree  
6 provide for?

7 MR. LUTFY: Three weeks on the decree is my  
8 recollection, Your Honor. And lastly, it -- the other  
9 holidays that were not addressed. Mr. Mizrachi right now has  
10 the Mondays, but as we know, there are a number of Monday  
11 holidays. And as we also know, the holiday supercede regular  
12 visitation time. And we're asking only that we use the  
13 Department D default schedule to give those alternating  
14 holidays for Monday and, you know, there's a list of them  
15 there. And those are three days holidays. So we're asking  
16 for those.

17 And lastly, Your Honor, if you take a look at the  
18 papers and if you looked at all of the letters back and forth,  
19 we made a proposal to Mr. Mizrachi. He came back and said  
20 well, I want these changes. We made those changes. We send  
21 them back to him. He said well, and that's not enough. I  
22 want more changes. We made the additional changes and sent it  
23 back to him and he still refused to sign it. So under the  
24 circumstances, Your Honor, we're asking that an -- for an

1 award of attorney's fees.

2 THE COURT: Thank you. Ms. Jacobson.

3 MS. JACOBSON: Thank you so much, Your Honor. Thank  
4 you for the Court taking the time to review all the documents.  
5 I will present to the Court that again, this is a matter of a  
6 stipulated decree of divorce. Mr. Mizrachi was not presented  
7 at the time this agreement was entered. Ms. Mizrachi was.  
8 She was presented by Mr. Lutfy. The parties agreed upon a  
9 global settlement which specifically included Christian  
10 holidays and Jewish holidays.

11 As Diana [sic] well knows, the Hanukkah and Passover  
12 holidays consists of eight days each. And she celebrated  
13 them with Mr. Mizrachi while the two were together and as well  
14 as Nova, their child, celebrated those holidays with them.

15 I will present to the Court that Mr. -- that what  
16 Diana [sic] is asking the Court to do is modify a court order  
17 regarding visitation. And she's essentially asking for  
18 modification of custody which requires a change of  
19 circumstances. The change of circumstances presented to the  
20 Court are those caused solely by Diana's [sic] own conduct.

21 Diana [sic] has refused to allow Mr. Mizrachi to  
22 have the first day of Passover and hence, he was -- his whole  
23 family and himself didn't get to celebrate Passover the first  
24 night with Nova. Even the presented was made to Diana [sic]



1 that Mr. Mizrachi's mom is not doing well and nevertheless,  
2 the Ms. Diana [sic] was very technical with words and she, you  
3 know, was being difficult with the definition of day, the  
4 definition of night, definition of sundown and sunup and when  
5 Passover began. So Nova did not get to begin the Passover  
6 holiday with that initial first night Seder which is a festive  
7 dinner.

8           Again, Your Honor, we cannot simply come before the  
9 Court and chip away at Mr. Mizrachi's days based solely on  
10 conditions that are brought upon by the movement. And it's  
11 important to know that any agreement is deemed against the  
12 drafter. Any ambiguity which we do not propose there is an  
13 ambiguity, all Jewish holidays, all Christian holidays, that  
14 is very clear, Your Honor.

15           Mr. -- Diana's [sic] -- Ms. Mizrachi rather is  
16 asking the Court to apply the Court's own holiday schedule.  
17 But with all due respect, Your Honor, that is not what the  
18 parties did. The parties specifically worked this on on their  
19 own. If they wanted to apply any department's calendar, they  
20 would have. Their agreement was different. And in fact, Mr.  
21 Mizrachi -- this part of the agreement was so integral in his  
22 global settlement. He gave up community property, Your Honor,  
23 because all that was important to him was being able to  
24 continue Jewish raising of the parties' minor child.

1 I would present also to the Court that the Monday  
2 holidays that now Ms. Mizrachi is also requesting are also  
3 chipping away at Mr. Mizrachi's days. He had no idea when he  
4 entered this agreement that Ms. Mizrachi would be requesting  
5 Mondays. Mondays are the days that he was granted in this  
6 joint custodial arrangement.

7 Nevertheless, he was -- he's been flexible with Ms.  
8 Mizrachi and working out Halloween so the child could have --  
9 could go trick or treating. In fact, it's Mr. Mizrachi who  
10 took the child trick or treating. It's Mr. Mizrachi who  
11 ensured the child was able to celebrate Thanksgiving.

12 A review of our opposition will show the Court that  
13 unfortunately, I hate to say this, but Ms. Mizrachi has been  
14 just being difficult, has been trying to create an upheaval  
15 basically with the language presented in the decree. And even  
16 when she's at work, she will not let Mr. Mizrachi take Nova to  
17 celebrate Thanksgiving. Mr. Mizrachi had to go back and forth  
18 and request Nova for Thanksgiving so she wouldn't be at home  
19 with a nanny while her mom was at work.

20 There are other issues Your Honor which we placed in  
21 our countermotion with a dog bite. It's a second dog bite of  
22 the same dog that is still maintained in the home. Even after  
23 the filing of this motion, Nova called Dad crying in tears  
24 from school on Mother's Day because Mom did not show up.

1 She's the only child whose mother did not show up to the  
2 Mother's Day celebration at the school, Your Honor. And there  
3 is so many other concerns that are represented in our  
4 countermotion. None of which Your Honor, none, even the ones  
5 presented by Ms. Mizrachi are brought upon by Mr. Mizrachi.

6 And now Diana's [sic] -- Ms. Mizrachi is asking to  
7 take the child to Sunday school, Your Honor. But when the  
8 parties raised the child, they agreed not to do that. And I  
9 have a text from Ms. Mizrachi to Dad saying basically we're  
10 not married anymore. And so I can do what I want now that  
11 we're not married. And I understand that and I support that.

12 But there is an eight-year-old child who is now so  
13 confused because Mom who was never religious before, who  
14 defaulted to Dad's religion of Judaism, as you will see by the  
15 pictures, Mom is all -- in all of those pictures having  
16 dinner, lighting candles and celebrating. Mom is now taking a  
17 more active role in religion. She's exploring different types  
18 of religions and that's okay. But to take the child on that  
19 exploration does not seem appropriate for an eight-year-old.  
20 And in fact, Mom specifically told this child you're not  
21 Jewish. You're not Jewish. Judaism doesn't recognize you as  
22 Jewish.

23 So why do that to this child and why badmouth  
24 Judaism to the child, Your Honor? And if anything, we require

1 a behavioral order to prevent the parties from talking to the  
2 child about pull and tugging religion and just allow the  
3 status quo to continue, allow the agreement, because there is  
4 no change of circumstances to support a change. Allow Dad to  
5 have the Jewish holidays. After all, Mom got to keep all the  
6 properties in the -- in Tahiti or wherever it is that the  
7 parties had community property. Dad let that go, Your Honor.  
8 And not saying that it's this or that, but the most important  
9 part to him was the -- was being able to raise the child  
10 Jewish.

11 And Mr. Lutfy presented to you letters going back  
12 and forth. And I asked this Court to look -- to specifically  
13 look at the different stipulations presented. The first one  
14 said let's add Thanksgiving and independence and Mr. Mizrachi  
15 said absolutely, I don't have a problem sharing, alternating  
16 those holidays. They're important. And I support that.  
17 Let's stipulate for that. But in doing so, make sure you  
18 don't revise the decree any other way.

19 Diane's counsel, if you will please review the  
20 revised stipulation, added specifically in language in there  
21 that incorporates the Court's default schedule regarding the  
22 Jewish holidays. Now that's a little bit underhanded, Your  
23 Honor. That's specifically what Mr. Mizrachi asked not to do  
24 but that was added to the proposed stipulation. Of course Mr.

1 Mizrachi can't sign up because that was the whole point he  
2 agreed to the stipulated decree of divorce, Your Honor.

3 I will present to you Your Honor there is no basis  
4 for a change of circumstances and I would request that the  
5 Court apply any ambiguity against the drafter and allow this  
6 child to be raised in peace. She's been raised as Jewish.  
7 Mom is now exploring other religions. Let's not take this  
8 child on that journey, Your Honor.

9 THE COURT: What do you --

10 MR. LUTFY: Reply, Your Honor.

11 THE COURT: -- want to respond --

12 MR. LUTFY: Briefly.

13 THE COURT: Do you want to respond to the telephone  
14 call, telephonic visitation, the issue concerning the child's  
15 birthday being the same as Dad's birthday, the prior notice of  
16 30 days, they want it reduced to 14 days and the exercise in  
17 the consecutive days of visitation rather than single days of  
18 visitation?

19 MS. JACOBSON: Your Honor, we don't have a problem  
20 with that. The only thing I would add is that we would have  
21 the Right of First Refusal if we were going to do all that,  
22 because Mom has frequently left the child alone unattended on  
23 important days. And if possible, Dad would like to have the  
24 Right of First Refusal on the child's birthday. It is shared

1 with Dad. They share the same birthday. And as far as Dad  
2 taking -- it's another holiday. It's not --

3 THE COURT: Actually, wasn't there some discussion  
4 about Mom was willing to go ahead and allow the birthday since  
5 they coincide and --

6 MS. JACOBSON: There was, but --

7 THE COURT: -- she would --

8 MS. JACOBSON: -- I understand that --

9 THE COURT: -- exercise another day?

10 MS. JACOBSON: But I understand that Mom wants the  
11 holiday now. And I mean, of course, she should be able to  
12 share a child's birthday, Your Honor. We don't have a problem  
13 with that, of course.

14 THE COURT: Anything else then, Ms. Jacobson?

15 MS. JACOBSON: Your Honor, I just want to make sure  
16 that the history of the child being raised Jewish is noted and  
17 also the tardies and the absences while in Mom's care as well  
18 as the dog bites and the badmouthing regarding Judaism to the  
19 child is also taken into consideration, if the Court is  
20 inclined to make any modification at this time, Your Honor.  
21 Thank you so much.

22 THE COURT: Thank you.

23 MR. LUTFY: Thank you, Your Honor. If I may,  
24 please. The decree says religious holidays. It doesn't say

1 the length. We know that the Court allows one day for each of  
2 these religious holidays and that's what the Court should  
3 enforce. He's now trying to come up with his own rule. He's  
4 come up with these 12 religious holidays, eight of which we  
5 have never heard of and are not celebrated in the United  
6 States.

7           So because the -- it is to the extent -- I don't  
8 think it is ambiguous. I think the religious holiday means  
9 the first day of every religious holiday. And we're asking  
10 for that extension for Christmas Eve, but we're willing to  
11 give them that extension for either Hanukkah or Passover for  
12 the night before.

13           My client is not exercising to looking at different  
14 religious. What she is is she is a Protestant. She lives in  
15 a neighborhood and she's gone to one or two of the Protestant  
16 churches in that neighborhood to find whichever one she feels  
17 most comfortable with. This is not -- she's not running  
18 around looking at voodoo or anything else like this. She is a  
19 Protestant and that's how she wants to raise her daughter so  
20 far as that is concerned and for Sunday school.

21           They're exercising -- they're asking about this  
22 Right of First Refusal when my client's working. Likewise, he  
23 works when he has Nova. And, you know, he is not looking  
24 after her. What we're going to end up doing is if he is

1 allowed that for purposes of when my client's at work and then  
2 my client does it for purposes of when he is at work, that  
3 child is never going to have a moment's piece. And that is  
4 not how Right of First Refusal work.

5 Right of First Refusal to my experience tells me  
6 that during the time when a parent is with a child at night or  
7 when they're not working, if they then choose not to spend the  
8 time with the child, they want to go out with some friends or  
9 to do some other kind of social activity and not include their  
10 child, that they should have their obligation to notify the  
11 other parent. We don't have any problems with that. We agree  
12 with that. We think that's how the Right of First Refusal is  
13 utilized, but it's utilized during work time, Your Honor. Or  
14 else this is said, if he doesn't and she doesn't, this poor  
15 child is going to be running back and forth.

16 My client should be able to raise her child, as  
17 should he, in their respective religions. No religion should  
18 take precedence over the other. They should be treated  
19 equally. Thank you, Your Honor.

20 THE COURT: The matter being submitted. The Court  
21 having reviewed everything and then listen to argument, it  
22 appears to me that there wasn't a clear understanding between  
23 the two parties at the time and there needs to be a  
24 clarification on the Jewish holidays. And so the Court is



1 going to adopt the holiday system that has been set up, the  
2 default holiday system for Jewish holiday in Department D.  
3 That's what we usually use. And it would be the four  
4 holidays.

5 And the Court thinks it's unreasonable to ask that  
6 one parent give up five, six, seven, eight days of -- for a  
7 holiday, a religious holiday for the one parent to have to  
8 give up those days. So and apparently, the other departments  
9 must agree, because they -- they've all adopted these.

10 MR. LUTFY: Right.

11 MS. JACOBSON: I --

12 THE COURT: And so the Court doesn't feel that it's  
13 reasonable to ask that the child celebrate I think eight days  
14 was the statement for Passover. I'm not Jewish and so I don't  
15 know those dates --

16 MS. JACOBSON: Your Honor, I would --

17 THE COURT: -- but the Court is going to agree that  
18 the four major holidays, Passover, Hanukkah and Yom Kippur and  
19 Rosh Hashanah, that those be the four days. They'll  
20 constitute the first day of each of the holidays. If the  
21 party -- and Christmas we'll do the same thing from -- it'll  
22 be one day which will be 11 -- we can go 11:00 o'clock or we  
23 can go 5:00 o'clock in the evening on Christmas Eve until 5:00  
24 o'clock Christmas Day, whatever the situation is --

1 MR. LUTFY: We would prefer then Christmas Eve at  
2 5:00 until Christmas Day at 5:00.

3 THE COURT: But I'm going to keep it the same, treat  
4 each other religions the same. So it will be one day. Now I  
5 would suggest that if, you know, I had to go onto the internet  
6 and look up some of these holidays because I had never heard  
7 of them, the Jewish holidays, and see what they were.

8 What I would suggest is that if you're going to want  
9 to celebrate these other holidays that are not as well known  
10 that it be an exchange of time. If Mom has to give up a day  
11 for that holiday, then Mom gets a day somewhere else in that  
12 week so that --

13 MR. LUTFY: We would be able to go for that.

14 THE COURT: -- Dad can celebrate those Jewish  
15 holidays. And that would not be unreasonable. Mom's not  
16 having to give up her time. Dad's getting to celebrate the  
17 religious holiday with -- but and Mom says she's agreeable to  
18 that. So if you want to add that in --

19 MS. JACOBSON: Your Honor --

20 THE COURT: -- I'm not going to order it, but I  
21 would suggest that the --

22 MS. JACOBSON: I --

23 THE COURT: -- parties can work something out like  
24 that.

1 MS. JACOBSON: Your Honor --

2 MR. LUTFY: I object.

3 MS. JACOBSON: -- the parties have not been able to  
4 work it out.

5 MR. LUTFY: Counsel cannot argue now. And now is  
6 the time that the Court rule.

7 MS. JACOBSON: Your Honor, I would like to point out  
8 though however that the parties specifically did not adopt the  
9 Court's schedule. The parties specifically entered their own  
10 independent agreement, Your Honor. And I would ask for the  
11 basis --

12 THE COURT: Okay.

13 MS. JACOBSON: -- of ordering that agreement.

14 THE COURT: I found that it's not a clear -- there  
15 was not a clear understand, it needs to be clarified and so  
16 I'm clarifying it. As far as the Sunday visitation, you know,  
17 that's not a change of circumstances. That's -- the parties  
18 agreed to that. And so --

19 MR. LUTFY: Okay. I understand.

20 THE COURT: -- Mom has to live with that. So  
21 that'll be denied as far as that -- giving Mom part of Dad's  
22 Sundays. The telephonic visitation has been indicated that  
23 there's not an objection to that. So what time would the  
24 parties like to recommend through their counsel?

1 MS. JACOBSON: Your Honor, I just want to make sure  
2 that this doesn't limit the child making a call. This is  
3 apparent.

4 THE COURT: Oh, the child can make any calls that  
5 the child wants to.

6 MR. LUTFY: We say 6:00 to 9:00 is the time we  
7 suggested, Your Honor, because the work schedule. So I mean,  
8 any time within that time period.

9 MS. JACOBSON: Your Honor, what we discussed is  
10 between 3:30 and 4:30 and 6:00 to 9:00, Your Honor, they  
11 stipulated.

12 MR. LUTFY: That's two calls, Your Honor.

13 MS. JACOBSON: And then there's no agreement to  
14 that, Your Honor. That was what -- that was the agreement  
15 contemplated, Your Honor.

16 MR. LUTFY: No, that was not. That was their  
17 proposal.

18 THE COURT: Okay. If there's no agreement, then  
19 we'll go along with -- it was -- you represented that Dad  
20 didn't have an objection to these things that I had --

21 MS. JACOBSON: Right.

22 THE COURT: -- listed.

23 MS. JACOBSON: There were two calls that were  
24 allowed.

1 THE COURT: Now on her birthday, on Nova's birthday,  
2 there's not an objection to that?

3 MS. JACOBSON: There isn't. Your Honor, since it's  
4 --

5 (Whispered conversation)

6 THE COURT: We're not going to do -- we're not  
7 making any agreement on the telephone calls. I'm not going to  
8 make any order on it.

9 MS. JACOBSON: What is the proposal regarding Nova's  
10 birthday, Your Honor?

11 MR. LUTFY: Alternate it.

12 MS. JACOBSON: Okay. So Nova's birthday falls on  
13 Dad's birthday and Mom is going to take Mom's birthday. Mom  
14 previously stated that she would allow Dad and Nova to  
15 celebrate their birthdays together every year. If that's no  
16 longer on the table and Nova's birthday is alternated, then we  
17 would request that the following day that would get to  
18 celebrate his birthday with Nova on the years that the  
19 birthdays are alternating.

20 MR. LUTFY: We think that's reasonable.

21 THE COURT: That's reasonable.

22 MR. LUTFY: That's reasonable.

23 THE COURT: Okay. That'll be included so that  
24 Nova's birthday will be alternated with Mom and Dad and then

1 those years that Mom has Nova on her birthday, Dad will have  
2 Nova the following day so that he can celebrate his birthday.

3 MS. JACOBSON: Okay. Your Honor, for the record, I  
4 do want to present that Mr. Mizrachi was willing to agree to  
5 eight major holidays of the Jewish holidays. The four  
6 holidays that are presented by the Court are not --

7 MR. LUTFY: Objection, Your Honor. This is  
8 inappropriate.

9 MS. JACOBSON: The Jewish holidays are not limited  
10 to the --

11 MR. LUTFY: Your Honor --

12 MS. JACOBSON: -- four holidays, Your Honor. It's  
13 very important to --

14 THE COURT: Okay. The Court has made --

15 MS. JACOBSON: -- the Jewish faith.

16 THE COURT: -- a ruling on it, Ms. Jacobson,

17 MS. JACOBSON: All right. And the basis of that  
18 ruling accepting only four holidays is what, Your Honor, I'm  
19 sorry, just for the record?

20 THE COURT: I'm doing it as the courts in the Eighth  
21 Judicial District, those that I know of that have adopted  
22 default holidays have recognized those four holidays.

23 MS. JACOBSON: Thank you, Your Honor.

24 THE COURT: Your next issue is the prior notice.

1 Mom was asking to reduce that to 14 days rather than 30 days.  
2 What are your client's feelings on that, Ms. Jacobson?

3 MS. JACOBSON: What is the standard notice period of  
4 the court? I guess if we're just applying the standard --

5 THE COURT: Well, the parties agreed to the 30 days  
6 and if there's not an agreement that the Court feels that  
7 would be reasonable -- there's not been a change. I mean, the  
8 internet, you could have gone on the internet on June -- in  
9 June of 2013 when this divorce decree was entered. So if  
10 there's no agreement between the parties, then I'm not going  
11 to make a ruling on it and it'll stand the same as it was.

12 MS. JACOBSON: Thanks.

13 THE COURT: That's what you prefer?

14 MS. JACOBSON: Yes. Please, Your Honor.

15 THE COURT: Okay. Now as far as exercising  
16 consecutive vacation days, they're asking for a clarification  
17 of that. Apparently there's been some individual vacation  
18 days taken.

19 MS. JACOBSON: That is not true, Your Honor. It  
20 hasn't been.

21 THE COURT: The Court would think that it would be  
22 reasonable that vacation be an actual vacation and not  
23 individual days so that it's stretched out 21 individual days  
24 over a year. They'll have to be vacation time at least a week

1 at a time.

2 MS. JACOBSON: Your Honor, there is a discussion of  
3 three days at a time.

4 THE COURT: And I'm saying a week at a time. So  
5 it'll be a week at a time, the understanding the clarify that  
6 when you have vacation you'll have to give 30 days prior  
7 notice and it'll be a week at a time when you take your  
8 vacation time.

9 MS. JACOBSON: Your Honor, we request that that  
10 doesn't include the vacation times that have already been  
11 planned for which are -- consist of how many times?

12 MR. MIZRACHI: I got -- I have -- she's got June 8th  
13 -- June 8th to the 12th. I got June 24th to the 25th.

14 THE COURT: Those days already requested will  
15 remain.

16 MR. LUTFY: What --

17 THE COURT: I won't change that.

18 MR. LUTFY: I just didn't hear which days they were,  
19 Your Honor. What --

20 MR. MIZRACHI: Diane's got June 8th to June 16th.  
21 And I myself have June 24th and 25th.

22 MR. LUTFY: So June 8th through June 16th?

23 MR. MIZRACHI: June 8th to 12th.

24 MR. LUTFY: Oh, 8th through 12th.



1 MR. MIZRACHI: And myself June 24th and June 25th.

2 THE COURT: And then the next issue on the  
3 supplement I think was makeup time. And there isn't -- I'm  
4 not going to order any makeup time under these circumstances.

5 Each party will pay their own attorney fees. So Mr.  
6 Lutfy, if you'll prepare an order --

7 MR. LUTFY: What about the Monday holidays, Judge?  
8 The alternating --

9 THE COURT: I'm not going to adopt --

10 MR. LUTFY: No Monday holidays?

11 THE COURT: No.

12 MR. LUTFY: Okay. I will --

13 THE COURT: The parties knew that those existed at  
14 the time they entered into the agreement. You'll prepare an  
15 order and submit it to Ms. Jacobson and then to the Court,  
16 please.

17 MR. LUTFY: The only thing I didn't hear Judge is  
18 the one call per day. What time? It was at the 6:00 to 9:00?

19 THE COURT: I -- there wasn't any agreement, so I  
20 didn't adopt anything.

21 MR. LUTFY: So what are doing? Just -- I'm not --

22 THE COURT: If you want to have an evidentiary  
23 hearing, if it becomes --

24 MR. LUTFY: No. No. I just -- no, your ruling --

1 THE COURT: -- unreasonable, we can do that, but I'm  
2 not changing anything at this point on telephones.  
3 MR. LUTFY: So there's no limitation on telephone  
4 calls.  
5 THE COURT: No.  
6 MR. LUTFY: Okay. And I'll prepare the order and  
7 submit a copy to Ms. Jacobson --  
8 THE COURT: Okay.  
9 MR. LUTFY: -- before filing.  
10 THE COURT: All right.  
11 MS. JACOBSON: And Your Honor, I would like to make  
12 --  
13 THE COURT: Good.  
14 MS. JACOBSON: -- I'm not sure if it's appropriate  
15 or not for proof that there are more than four Jewish holidays  
16 in which Mr. Mizrachi agreed upon and understood -- the  
17 parties both understood when they entered this stipulated  
18 decree of divorce.  
19 THE COURT: The record will reflect --  
20 MS. JACOBSON: Thank --  
21 THE COURT: -- your offer.  
22 MS. JACOBSON: Thank you, Your Honor.  
23 THE COURT: Thank you counsel and parents. Good  
24 luck to you.

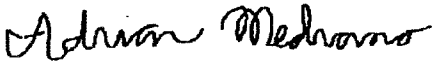
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MS. JACOBSON: Thank you.

(PROCEEDINGS CONCLUDED AT 10:45:15)

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and  
correctly transcribed the digital proceedings in the  
above-entitled case to the best of my ability.



Adrian N. Medrano

CERTIFICATE OF MAILING

I hereby certify that I am an employee of Jacobson Law Office, Ltd. ("the Firm"). I am over the age of 18 and not a party to the within action. I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "APPELLANT'S APPENDIX VOLUME I" on this 9<sup>th</sup> day of February, to all interested parties as follows:

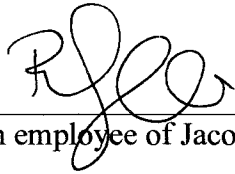
☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

Diane Mizrachi  
6224 Villa Emo Street  
North Las Vegas, Nevada 89031

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:



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An employee of Jacobson Law Office, Ltd.