

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDRA LYNN NANCE,

Appellant,

v.

CHRISTOPHER MICHAEL
FERRARO,

Respondent.

Electronically Filed
May 08 2017 04:04 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court No.: 72454

District Court No.: D426817

**APPEAL FROM ORDER GRANTING RELOCATION AND MODIFYING
CHILD CUSTODY**

Eighth Judicial District Court of the State of Nevada
In and for the County of Clark
THE HONORABLE DENISE L. GENTILE
DISTRICT COURT JUDGE

APPELLANT'S APPENDIX – VOL. 1

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Attorney for Appellant Sandra Lynn Nance

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ORIGINAL

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1 COMP
2 SANDRA LYNN NANCE
3 1032 Baronet Drive
4 Lsd Vegas, Nevada 89138
5 (702) 807-5792



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D-10-426817-D

FILED

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Ann D. Lehman
CLERK OF THE COURT

6 Plaintiff, In Pro Per

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

7 SANDRA LYNN NANCE,

8 Plaintiff,

9 vs.

10 CHRISTOPHER MICHAEL FERRARO,

11 Defendant.

CASE NO.: D-10-426817-D

DEPT. NO.: K

12 COMPLAINT FOR DIVORCE

13 The Plaintiff, SANDRA LYNN NANCE, and for his complaints against Defendant,

14 CHRISTOPHER MICHAEL FERRARO, alleges as follows:

15 1. (Jurisdictional Requirement: 125.181 (1), 125.020): That Plaintiff, for a period of more than six
16 weeks immediately preceding the filing of this action has been and now is an actual, bona fide resident
17 of the State of Nevada, County of Clark, and has been actually physically present and domiciled in
18 Nevada for more than six (6) weeks prior to the filing of this action. The Defendant is a resident of the
19 State of New York. The marriage, subject to Annulment, occurred in Las Vegas, Nevada, making the
20 State of Nevada the proper venue.

21 2. That pursuant to NRS 125.182 (s)(d) the Plaintiff and Defendant were married on January 16,
22 2010, in Las Vegas, Nevada, and have been and still are husband and wife. The parties separated in
23 February of 2010.
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1 3. That there is one child born prior to the marriage, as the parties were in a relationship beginning
2 2007 to the time of the marriage; there are no adopted children by the parties, and the Plaintiff is not
3 currently pregnant.

4 4. The name and date of birth of the child is: EVAN NANCE, born September 30, 2008.

5 5. That the parties should be awarded JOINT LEGAL CUSTODY of the minor child with the
6 Plaintiff being awarded PRIMARY PHYSICAL CUSTODY subject to SUPERVISED VISITATION
7 by the Defendant at DONNA's HOUSE in Las Vegas, Nevada. Custody of this child had previously
8 been adjudicated by this court when Defendant file a Complaint for Custody, under Case No. D-09-
9 409606. The parties attended Family Mediation Center (FMC) at which time a parenting plan was
10 developed. The Defendant failed to follow what was contained in that parenting plan. His Complaint
11 for Custody was dismissed when the parties reconciled.
12

13 6. Defendant shall pay the Plaintiff the sum of \$664.00 per month which represents 18% of his
14 income until the child reaches the age of eighteen years, or, nineteen years or graduates from high
15 school. A previously child support ordered was entered under Case No. D-09-409606 which was
16 dismissed.

17 7. That Defendant will maintain medical and dental insurance for the minor child and deductibles
18 and expenses not covered by insurance should be paid by equally by both parties.
19

20 8. That the Plaintiff will claim the child on her tax return each year.

21 9. That there is NO community property to be adjudicated by this Court.

22 10. That there are NO community debts to be adjudicated by this Court.

23 There may be community assets and/or debts of the parties, the exact amounts and
24 descriptions of which are presently unknown to Plaintiff. Plaintiff therefore asks permission of this
25 Court to amend this Complaint to insert this information when it becomes known to Plaintiff or at the
26 time of trial.

27 11. That the Defendant shall be ordered to pay the Plaintiff spousal support until she dies.
28

1 12. That the Plaintiff should have her name remain unchanged.

2 13. That the parties are incompatible in marriage;

3 14. That the marriage of the parties was a FRAUD from the beginning perpetrated upon the
4 Plaintiff by the Defendant. After the parties were married the Plaintiff learned that the
5 Defendant had only married her so that she would move to New York and he could then gain a better
6 custodial position over their child. Further, Plaintiff never knew the Defendant's violent past when she
7 married him.

8 15. (NRS 125.340) That the Plaintiff expressly desires the Court to enter a Decree of
9 Annulment based upon Fraud.

10 16. That Pursuant to **NRS 125.181** that every condition set forth in **NRS 125.181** has been met.
11 WHEREFORE, Plaintiff prays for judgment of this Court as follows:
12

13 1. That the marriage existing between the Plaintiff and Defendant be declared null and void, and
14 that the Plaintiff be granted an absolute Decree of Annulment and that each of the parties be restored to
15 the status of a single, unmarried person;

16 2. That the Plaintiff be awarded PRIMARY PHYSICAL CUSTODY of the parties minor child
17 subject to Defendant's visitation as outlined herein;

18 3. That Defendant be ordered to pay child support in the amount of \$664.00;

19 4. That Defendant be ordered to provide medical insurance on the minor child;

20 5. That Plaintiff be awarded the minor child as her tax deduction each year;

21 6. That Defendant be ordered to pay Plaintiff the sum of \$1,000.00 per month as and for Spousal
22 Support until she dies;

23 7. That Defendant pay all of Plaintiff's legal costs and future attorneys fees; and
24


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1 8. For such other and further relief as the Court may deem just and proper in the premises.

2 DATED this 10th day of March, 2010:

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4 
5 SANDRA LYNN NANCE, Plaintiff

VERIFICATION OF SANDRA LYNN NANCE

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

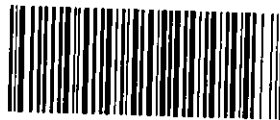
SANDRA LYNN NANCE residing at 1032 Baronet Drive, Las Vegas, Nevada, 89138, being first duly sworn according to law, deposes and says: That she is the Plaintiff in the above-entitled matter; that she has resided in the State of Nevada for more than 6 weeks prior to the filing of the Complaint; that she and the Defendant are **incompatible with no possibility that they will reconcile**; and finally that she has read the foregoing Complaint for Annulment and knows the contents thereof and the same is true of her own knowledge except as to those matters stated therein upon information and belief and as to those matters she believes them to be true.


SANDRA LYNN NANCE

SUBSCRIBED and SWORN to before
me this 10th day of March, 2010.


NOTARY PUBLIC in and for said
COUNTY and STATE

KATHLEEN A. GALPINE
Notary Public, State of New York
No. 01GA5085110
Qualified in Nassau County
Commission Expires 9-15-13



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FILED

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Asst. to Clerk
CLERK OF THE COURT

MOT
SANDRA LYNN NANCE
1032 Baronet Drive
Las Vegas, Nevada 89138
(702) 807-5792

Plaintiff, In Proper Person

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

SANDRA LYNN NANCE,

Plaintiff,

vs.

CHRISTOPHER MICHAEL FERRARO

Defendant.

CASE NO.: -
DEPT. NO: -

10
D-09-426817-D

K

DATE OF HEARING: 5/10/10
TIME OF HEARING: 10:00 AM

ORAL ARGUMENT REQUESTED: YES

**PLAINTIFF'S MOTION FOR PERMISSION TO RETURN THE MINOR CHILD
TO THE STATE OF NEVADA; UCCJEA HEARING; FOR AN ORDER AWARDING
PLAINTIFF PRIMARY PHYSICAL CUSTODY; SUPERVISED VISITATION;
FOR A PICK UP ORDER; CHILD SUPPORT; BACK CHILD SUPPORT;
FOR PLAINTIFF'S LEGAL COSTS; FUTURE ATTORNEY'S FEES;
AND OTHER RELATED RELIEF**

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION/COUNTERMOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION/COUNTERMOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION/COUNTERMOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE

COMES NOW PLAINTIFF, SANDRA LYNN NANCE, In Proper Person, and moves
the Honorable Court as follows:

1. For an Order Returning the Minor Child to the State of Nevada;
2. For a UCCJEA Hearing;
3. For a Pick Up Order of the minor child in the State of New York;
4. For an Order awarding the Plaintiff Primary Physical Custody of the minor child
subject to Defendant's Supervised Visitation a Donna's House;
5. For an Order that Defendant pay 18% of his gross monthly earning as child

1 support per month, pursuant to NRS125B.070, in the amount of \$664.00 per month;

2 5. For an Order that Defendant pay Plaintiff Spousal Support in the amount of
3 \$1,000.00 per month;

4 6. For an Order that Plaintiff be awarded her attorney's fees and costs;

5 7. For such other and further relief as this Honorable Court may deem just and
6 proper under the circumstances.
7

8 This motion is based upon the Papers and Pleadings on file herein, the Points and
9 Authorities which follow, the Affidavit of Plaintiff attached hereto and any oral argument which
10 may be entertained by the Court at the hearing of this matter.
11

12 DATED this 10th day of March, 2010

13 Respectfully submitted by:

14 
15 _____
16 SANDRA LYNN NANCE Plaintiff, In Proper Person

17 **NOTICE OF MOTION**

18 **TO: ALL PARTIES & COUNSEL OF RECORD**

19 **NOTICE IS HEREBY GIVEN** that the undersigned will bring the above and foregoing
20 on for hearing on the 5/10/10 2010, at the hour of 10:00 AM in Department
21 Number L of the above-entitled Court, or as soon thereafter as counsel may be heard.
22

23 DATED this 10 day of March, 2010.

24
25 Respectfully submitted by:

26 
27 _____
28 SANDRA LYNN NANCE Plaintiff, In Proper Person

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1 Then MICHELLE attacked SANDRA's father DAN by scratching his chest drawing blood.

2 This was all over accusations CHRIS made against SANDRA which were completely false.

3 CHRIS left SANDRA when SANDRA was over five months pregnant with their son. He
4 began to live with another woman and her two children. SANDRA tried desperately to reunite
5 with CHRIS because she wanted CHRIS to have a relationship with his son that was soon to be
6 born. CHRIS severed all contact with SANDRA for months during her pregnancy. SANDRA's
7 occupation as a model and actress does not allow for pregnancy. She was unable to work at all
8 during her pregnancy, and for several months after. CHRIS knew that SANDRA was
9 unemployed and did nothing to help her financially. CHRIS told SANDRA to file for public
10 assistance to receive medical care, and food for her pregnancy and other children. CHRIS had
11 the funds, and insurance to cover this, but chose not to. Evan was sick with a reflux stomach
12 problem after birth, and needed a prescribed formula that SANDRA could not afford. Sandra was
13 forced to seek help from WIC, BOYS AND GIRLS CLUB, AND LOCAL CHURCHES for
14 help.
15

16 After EVAN was born, CHRIS would still have nothing to do with his son. He told
17 SANDRA that EVAN was not his son. It was not until the Clark County District Attorney's
18 Office ordered a paternity test in conjunction with the Child Support case SANDRA filed against
19 CHRIS, that CHRIS believed that EVAN was his son. Even then, he waited 7 months to interact
20 with EVAN. Once CHRIS saw EVAN he wanted him. He was relentless with SANDRA,
21 begging her to be with him so that they could move to New York. When SANDRA refused to
22 move to New York CHRIS filed a Complaint for Custody against SANDRA. When CHRIS
23 requested to take the child to New York for a visit, the Family Court Judge refused him. The
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1 Judge in the custody case awarded CHRIS only weekly visits with no overnight visits until the
2 child was older. Further, that neither party could leave the State of Nevada, see Exhibit "3".

3 After this proceeding CHRIS was ruthless in his mission to get custody of EVAN. He
4 first begged SANDRA to marry him. When SANDRA refused he became exceedingly abusive
5 towards her and threatened to take EVAN from her and she would never see EVAN again. Then
6 it seemed as though everything changed. CHRIS became the "perfect" man. He was loving and
7 caring towards SANDRA. This lasted for several months. CHRIS began to court SANDRA
8 again. He was considerate and respectful to her, more than he had ever been before. CHRIS was
9 treating SANDRA's two other children exceedingly well. It seemed to SANDRA that all their
10 past troubles were behind them. That EVAN had brought them together and SANDRA finally
11 agreed to marry CHRIS. Once married, CHRIS talked SANDRA into taking the children to New
12 York to visit his family since his mother had not yet seen EVAN.
13

14 On July 26, 2009 through August 9, 2009, the parties went to New York to visit CHRIS'
15 family. They returned to Las Vegas, Nevada, on August 9, 2009. It was then that CHRIS
16 convinced SANDRA that his business commitments in New York made it exceedingly difficult
17 for him to stay in Las Vegas. Further, that he needed to go back to New York for a short period
18 of time, no more than a month, to finalize his business dealings.
19

20 On August 15, 2009, the parties returned to New York. From the time they arrived in
21 New York SANDRA knew that she made a mistake in coming to New York. She began to
22 realize that CHRIS had tricked her and actually planned on staying in New York and not
23 returning to Las Vegas. They began to argue incessantly. CHRIS began with his verbal
24 abuse, and always in front of her two children. CHRIS continuously calls SANDRA a "washed"
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1 up, bankrupt loser, mother of 3 children from 3 different men, slut, whore ,cunt” ,and whatever
2 else he can think of at his times of rage. This always happens in the presence of her older
3 children. CHRIS’S family even joins in at times. CHRIS and his family also started to say things
4 about SANDRA’S two other children. They said her daughter (age 7) is going to be a “stripper,
5 and porno star”, and her son (age 12) is going to be a “pimp, and a gangster who winds up in
6 prison”. CHRIS’S family members have accused SANDRA’S daughter of “sucking her
7 brother’s penis” in the middle of the night. These are the things that SANDRA had to endure,
8 and still does to this day from CHRIS and his family. SANDRA is sure they will continue to
9 bash her , her children and family to her son EVAN as he grows up by brainwashing him into
10 thinking CHRIS’S side of the family if better than SANDRA’S.
11

12
13 On Sept 26 2009, SANDRA told CHRIS she was leaving him to return to Las Vegas. He
14 became violent with her and refused to give her any money to buy plane tickets. She had a friend
15 buy her and the children airfare to return home to Las Vegas, but didn’t leave because CHRIS
16 and his family threatened she would not get her belongings if she did. SANDRA then got a job
17 as a waitress at an upscale restaurant to earn enough money to buy more tickets , and have her
18 belongings shipped herself. On the opening night of the restaurant Dec. 13, 2009 CHRIS showed
19 up to SANDRA’s work. He began to yell and scream at her obviously trying to get her fired. He
20 called her a “whore”. She had to leave the restaurant. When she returned home CHRIS was
21 waiting for her on the other end of the porch in the dark. When SANDRA approached the front
22 door to go into the house, CHRIS charged at SANDRA. He then grabbed her hair and pulled her
23 across their lawn by her hair, this continued for about 30min. There were clumps of hair being
24 pulled out of her head. Her scalp began to bleed. In horrible pain she had the forethought to
25 jump into her car and lock the doors. She then began to honk the car horn nonstop. CHRIS
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1 finally went into the house believing the honking horn would bring the neighbors out. As is
2 turns out, SANDRA sustained various lacerations, abrasions, and a broken toe from this beating
3 she underwent at the hands of CHRIS.

4 SANDRA called the police but upon their arrival became scared that if she had CHRIS
5 arrested his family would retaliate and possibly hurt her and her three children. In retrospect,
6 SANDRA wishes that she had been brave enough to have him arrested.
7

8 The following day SANDRA left with the children all day. CHRIS was texting
9 SANDRA saying "Get out of here, before I kill you!". SANDRA felt that he would. That night
10 she tried to go stay at a hotel, but more abuse happened.
11

12 . CHRIS' mother disliked SANDRA. She became very possessive over her son EVAN.
13 She started missing work, and would not listen to SANDRA when it had anything to do with
14 EVAN. She refused to feed him the proper food that SANDRA made for him, and was trying to
15 take over everything EVAN did. CHRIS did nothing about it, he simply said "my mother just
16 loves EVAN". During a incident she refused to allow SANDRA to use the kitchen to feed the
17 children. Also pointing in SANDRA'S face, calling her a "cunt" and "bitch" infront of her older
18 children. She also called called SANDRA'S older children "pieces of shit" to SANDRA'S face,
19 and began to treat her children terrible. SANDRA believes it was because they were older and
20 witnessed everything that went on, and CHRIS'S mother didn't like it because she kept calling
21 them liars. CHRIS'S mother accused SANDRA of sleeping till 2pm everyday, when in fact
22 SANDRA would stay trapped in the basement to avoid having to see CHRIS and his mother.
23 SANDRA'S older children even started to only stay in the basement , because they were afraid
24 to go upstairs to get food . CHRIS'S mother would yell at them to get out of the kitchen. They
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1 grew very scared of her, and did not want to even see her. SANDRA had then had enough.
2 SANDRA told her that she was leaving the home and returning to Nevada.

3 On December 14, 2009, there was another incident in which CHRIS was trying to prevent
4 SANDRA from leaving his mother's home. SANDRA tried to leave when CHRIS was not at
5 home. CHRIS' mother must have called CHRIS to come home. Then in the presence of all
6 three children, CHRIS' mother became verbally abusive with SANDRA, telling her to give her
7 the house key and she would never get her belongings.
8

9 CHRIS' mother then called SANDRA a "whore" and a "cunt", and "stick a pole up your
10 ass" and lastly "I'm taking that baby away from you SANDRA!". These were things the
11 children heard their mother being called by their step-grandmother. They were extremely
12 traumatized. SANDRA called the police. And if that were not enough. CHRIS then arrived.
13 In an attempt to stop SANDRA from leaving CHRIS smashed through a brick through
14 SANDRA's windshield. The glass shattered covering the children, who were in the car, with
15 glass. The children were horrified screaming for CHRIS to stop and yelling for their "Mommy".
16 The police were called. The police allowed SANDRA to gather her things from the house and
17 leave. She left with the children and stayed at a neighbors home.
18

19 SANDRA got her check and money from friends to buy plane tickets.
20

21 On December 15, 2009, SANDRA left New York with EVAN and her two other
22 Children and returned to Las Vegas, Nevada.
23

24 On December 16, 2009, SANDRA withdrew her children from school in New York
25 so that SANDRA could enroll her child in the Clark County School District in Las Vegas,
26 Nevada. Please refer to Exhibit "1" attached and incorporated herein.
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1 CHRIS soon followed her out to Las Vegas. CHRIS told SANDRA that he could not live
2 without her and EVAN. During a conversation with SANDRA, CHRIS and SANDRA's father,
3 DANIEL. SANDRA told CHRIS she would not return to New York and he should leave her
4 parents house. CHRIS told SANDRA's father "she makes so mad I could put a gun to her head
5 and pull the trigger". DANIEL commented on CHRIS on his violent behavior. CHRIS promised
6 SANDRA that if she returned to New York with him he would conclude all of his business
7 dealings and they would return to Las Vegas quickly. At this point, SANDRA had literally
8 severed her relationships with the talent agencies she was registered with and he not worked in
9 over a year. SANDRA had no means of support and was working on rekindling her talent
10 agencies connections with hopes to begin to work again.
11

12
13 During the month of December 2009, CPS came to the Las Vegas home to check on
14 EVAN and the other children. Also, in January 2010, SANDRA took EVAN to the doctor's
15 office which will prove to be pivotal point in this matter, see EVAN's Mountain View Pediatrics
16 medical records of this visit, attached and incorporated herein as Exhibit "2".
17

18 CHRIS promised SANDRA that he would immediately undergo psychological
19 counseling, anger management therapy and attend church if she would return to New York. That
20 he would never harm her or the children again. SANDRA wanted to believe this, wanted to have
21 the marriage work and for the sake of the children returned to New York with CHRIS on January
22 20, 2010, which proved to be a horrible mistake as CHRIS had not changed at all.
23

24 By February 13, 2010, SANDRA had already enrolled the children in the New York
25 school system so that they would not miss any time from school. She then told CHRIS that she
26 no longer believed he would change and that she was returning to Las Vegas permanently that
27 night or the next day, as soon as she could get a flight out.
28

1 CHRIS told SANDRA that the only reason he married her was so that she would come to
2 New York; that he never loved her, but only wanted custody of EVAN which the Nevada judge
3 would not give him. He told SANDRA that he never loved her. SANDRA said then she married
4 him on false pretenses and that she wanted an Annulment. CHRIS became outraged and threw a
5 cup of hot coffee all over SANDRA when she got up. They were in the upstairs lobby of the
6 hotel they had been staying in, completely embarrassed and burned by the coffee and started
7 towards their room. CHRIS followed her and once they were on the floor their room was located
8 on CHRIS attacked SANDRA. He grabbed her shirt and threw her against the walls of the
9 corridor, even spit in her face. It was only when CHRIS realized the corridor contained video
10 cameras and that his actions were being recorded that he stopped, and pushed SANDRA into the
11 room where videos could not see any more of the abuse. SANDRA is in the process of obtaining
12 that video for this court's review.
13

14
15 On February 14, 2010, SANDRA was packing, preparing to leave the following day with
16 all three children. She left the room and left EVAN in the care of CHRIS. Upon her return
17 CHRIS had taken EVAN and refused SANDRA to see EVAN for more than three days
18 following. SANDRA called the police and CPS in New Work. But because there was no
19 custody order in place and because the parties were married the police told SANDRA that
20 CHRIS has equal rights and access to EVAN. Not only did he take EVAN but he took all of the
21 children's Birth Certificates, shot records and SANDRA's passport. CPS continued to follow the
22 case.
23

24
25 SANDRA also learned that CHRIS had been cheating on her during their entire marriage,
26 while he was trying to get back together with her, and while staying at his mother's on their
27 visit.
28

1 SANDRA immediately when to the local family court in NASSAU COUNTY – New
2 York and filed for a Custody Order and filed an Order of Protection. SANDRA was granted
3 SOLE LEGAL CUSTODY of EVAN by the NASSAU COUNTY Judge. She was also granted
4 permission to leave the State of New York and return to the State of Nevada.
5

6 Unbeknownst to SANDRA, CHRIS learned of SANDRA's filing and avoided service of
7 the Orders. Further, to make matters worse, CHRIS went to another county, SUFFOLK
8 COUNTY, and filed for a Custody Order and Order of Protection against SANDRA. He alleged
9 in his Complaint that EVAN had lived in New York since July of 2009, which was a complete
10 lie.
11

12 Because of the documents CHRIS had filed in SUFFOLK COUNTY, SANDRA was
13 prevented from leaving New York State.

14 On February 25, 2010, a hearing was held with regard to the documents SANDRA had
15 filed. SANDRA was prepared to present copies of documents to prove she had been in Las
16 Vegas as late as December of 2009. A particular document was proof that she had taken EVAN
17 to the doctor's office in Las Vegas in January of 2010. Because CHRIS presented mail
18 addressed to her at his mother's home the Judge continued the matter to March 3, 2010. Further,
19 CHRIS'S lawyer lied in Court when she told the Judge that SANDRA has agreed to allowing to
20 have New York have jurisdiction over this matter. CPS had been intricately involved and had
21 sent a report to the Judge prior to hearing. CHRIS's mother was subpoenaed to court. As it
22 turns out the matter was remanded back to NASSAU COUNTY and continued to March 24,
23 2010. CHRIS was given uninterrupted visitation from February 25th through February 28th.
24

25 SANDRA was devastated believing she would have to stay in New York until March 24,
26 2010, or longer. She called her CPS worker who was equally as outraged by the court result.
27
28

1
2 The CPS worker, LYDIA SABOSTO, was equally as outraged by the court result. She said
3 " Didn't the Judge read my report – this child should not be given to the father, even for a
4 visitation."
5

6 SANDRA went before the court in SUFFOLK COUNTY and met with her Legal
7 Guardian. The result being that the court's realized their mistake and have remanded the case
8 back to NAUSAU COUNTY but because of the order in SUFFOLK COUNTY SANDRA has
9 been unable to leave New York until the matter is heard. Her next court date is March 24th.
10

11 SANDRA reported that CHRIS exhibited very inappropriate behavior with EVAN to the
12 CPS worker in New York. CHRIS would French Kiss EVAN. He would suck on EVAN's face
13 so hard as to cause "hickey" marks on his face, lips, and neck. CHRIS would play with EVAN's
14 penis, by flicking it, poking it and kissing EVAN's penis with his lips. SANDRA's children saw
15 CHRIS giving beer to EVAN and told SANDRA " CHRIS is trying to kill EVAN with beer!".
16 Further, CHRIS would bathe in the same bathtub with EVAN. Yet he would refuse to allow
17 anyone else to bath in this fashion with EVAN. SANDRA's Legal Guardian in New York,
18 PAM, called this behavior "grooming". Further, that "grooming" is usually followed by
19 molestation of the child. Apparently this assessment is contained within the CPS report because
20 when SANDRA told her worker she was going to custody court over EVAN, her worker said
21 " You have nothing to worry about after the Judge reads the 1034 Investigative Report.
22
23

24 SANDRA is literally being held hostage in New York by the mistakes the Courts have
25 made in believing CHRIS' lies. SANDRA has proof that she was in Las Vegas, Nevada as late
26
27
28

1 as December of 2010, and that clearly the State of Nevada is the proper jurisdiction over this
2 custody matter.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. LEGAL ARGUMENT**

5 **1. JURISDICTION**

6 **NRS 125A.305 Initial child custody jurisdiction.**

7 1. Except as otherwise provided in NRS 125A.335, a court of this state has jurisdiction
8 to make an initial child custody determination only if:

9 (a) This state is the home state of the child on the date of the commencement of
10 the proceeding or was the home state of the child within 6 months before the commencement of
11 the proceeding and the child is absent from this state but a parent or person acting as a parent
continues to live in this state;

12 (b) A court of another state does not have jurisdiction pursuant to paragraph (a) or
13 a court of the home state of the child has declined to exercise jurisdiction on the ground that this
state is the more appropriate forum pursuant to NRS 125A.365 or 125A.375 and:

14 (1) The child and the child's parents, or the child and at least one parent or a
person acting as a parent, have a significant connection with this state other than mere physical
presence; and

15 (2) Substantial evidence is available in this state concerning the child's care,
protection, training and personal relationships;

16 (c) All courts having jurisdiction pursuant to paragraph (a) or (b) have declined to
17 exercise jurisdiction on the ground that a court of this state is the more appropriate forum to
determine the custody of the child pursuant to NRS 125A.365 or 125A.375; or

18 (d) No court of any other state would have jurisdiction pursuant to the criteria specified in
19 paragraph (a), (b) or (c).

20 2. Subsection 1 is the exclusive jurisdictional basis for making a child custody
determination by a court of this state.

21 3. Physical presence of, or personal jurisdiction over, a party or a child is not necessary
or sufficient to make a child custody determination.

22 **NRS 125.470 Order for production of child before court; determinations concerning** 23 **physical custody of child.**

24 1. If, during any proceeding brought under this chapter, either before or after the entry of
a final order concerning the custody of a minor child, it appears to the court that any minor child
25 of either party has been, or is likely to be, taken or removed out of this state or concealed within
this state, the court shall forthwith order such child to be produced before it and make such
26 disposition of the child's custody as appears most advantageous to and in the best interest of the
child and most likely to secure to him the benefit of the final order or the modification or
27 termination of the final order to be made in his behalf.

28 2. If, during any proceeding brought under this chapter, either before or after the entry of
a final order concerning the custody of a minor child, the court finds that it would be in the best

1 interest of the minor child, the court may enter an order providing that a party may, with the
2 assistance of the appropriate law enforcement agency, obtain physical custody of the child from
3 the party having physical custody of the child. The order must provide that if the party obtains
4 physical custody of the child, the child must be produced before the court as soon as practicable
5 to allow the court to make such disposition of the child's custody as appears most advantageous
6 to and in the best interest of the child and most likely to secure to him the benefit of the final
7 order or the modification or termination of the final order to be made in his behalf.

8 3. If the court enters an order pursuant to subsection 2 providing that a party may obtain
9 physical custody of a child, the court shall order that party to give the party having physical
10 custody of the child notice at least 24 hours before the time at which he intends to obtain
11 physical custody of the child, unless the court deems that requiring the notice would likely defeat
12 the purpose of the order.

13 4. All orders for a party to appear with a child issued pursuant to this section may be
14 enforced by issuing a warrant of arrest against that party to secure his appearance with the child.

15 5. A proceeding under this section must be given priority on the court calendar.

16 **NRS 125A.275 Communication between courts.**

17 1. A court of this state may communicate with a court in another state concerning a
18 proceeding arising pursuant to the provisions of this chapter.

19 2. The court may allow the parties to participate in the communication. If the parties are not
20 able to participate in the communication, the parties must be given the opportunity to present
21 facts and legal arguments before a decision on jurisdiction is made.

22 3. Communication between courts concerning schedules, calendars, court records and
23 similar matters may occur without informing the parties. A record need not be made of the
24 communication.

25 4. Except as otherwise provided in subsection 3, a record must be made of a communication
26 pursuant to this section. The parties must be informed promptly of the communication and
27 granted access to the record.

28 5. For the purposes of this section, "record" means information that is inscribed on a tangible
medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Interstate custody issues are governed by the UCCJEA, and more specifically in Nevada
by the statute cited above, namely, NRS125A.305, which vests this court with jurisdiction to
make an initial custody determination, provided Nevada is the "home state"¹ of the minor child
prior to the commencement of his action. Home state means the state in which a child lived
with a parent for at least 6 consecutive months immediately before the commencement of a child

¹ **NRS 125A.085 "Home state" defined.** "Home state" means:

1. The state in which a child lived with a parent or a person acting as a parent for at least 6
consecutive months, including any temporary absence from the state, immediately before the
commencement of a child custody proceeding.

1 custody proceeding. It has not been a consecutive 6 months. This action has commenced after
2 the six month period, however, the Defendant should not be rewarded for her bad deeds because
3 Plaintiff could not afford legal services until only recently.

4
5 In this case, the child has lived in Nevada since birth. Admittedly his has visited New
6 York but never lived there contiguously. The child was on a visit to his grandmothers home, and
7 never had a permanent residence in New York. The parties first took EVAN to New York in
8 July of 2009 for a 2 week visit. Then returned in August. Then EVAN was in New York from
9 August 15th 2009 through December 15th of 2009. EVAN returned to Nevada in December.
10 Evan , had CPS check on him at his residence in Nevada on Dec. 28th,2009, also underwent
11 medical care in January of 2010 and returned to New York on January 20, 2010. Clearly EVAN
12 was never in New York long enough for New York to have jurisdiction over this matter. . Based
13 on these factors SANDRA would submit that the State of Nevada clearly has jurisdiction over
14 this case. SANDRA would therefore respectfully request that the Court determine that Nevada
15 has jurisdiction and order the return of the minor child to the State of Nevada, and if necessary,
16 that this Court hold a UCCJEA jurisdictional conference with the court in any other state where
17 the child may reside pursuant to NRS125A.275, to resolve the jurisdictional issue.
18
19

20 **2. LEGAL AND PHYSICAL CUSTODY; AND PICK UP ORDER**

21 **NRS 125.510. Orders: modification or termination; form; expiration.**

22
23 1. In determining custody of a minor child in an action brought under this chapter, the
24 court may:

25 (a) During the pendency of the action, at the final hearing or at any time
26 thereafter during the minority of any of the children of the marriage, make such an
27 order for the custody, care, education, maintenance and support of the minor children as
28 appears in their best interest;

2. In the case of a child less than 6 months of age, the state in which the child lived from birth,
including any temporary absence from the state, with a parent or a person acting as a parent.

1 **NRS 125.480 Best interest of child; preferences; considerations of court;**
2 **presumption when court determines that parent or person residing with child is**
3 **perpetrator of domestic violence.**

4 1. In determining custody of a minor child in an action brought under this chapter, the
5 sole consideration of the court is the best interest of the child. If it appears to the court that joint
6 custody would be in the best interest of the child, the court may grant custody to the parties
7 jointly.

8 2. Preference must not be given to either parent for the sole reason that the parent is the
9 mother or the father of the child.

10 3. The court shall award custody in the following order of preference unless in a
11 particular case the best interest of the child requires otherwise:

12 (a) To both parents jointly pursuant to NRS 125.490 or to either parent. If the court does
13 not enter an order awarding joint custody of a child after either parent has applied for joint
14 custody, the court shall state in its decision the reason for its denial of the parent's application.

15 (b) To a person or persons in whose home the child has been living and where the child
16 has had a wholesome and stable environment.

17 (c) To any person related within the third degree of consanguinity to the child whom the
18 court finds suitable and able to provide proper care and guidance for the child, regardless of
19 whether the relative resides within this State.

20 (d) To any other person or persons whom the court finds suitable and able to provide
21 proper care and guidance for the child.

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

24 (a) The wishes of the child if the child is of sufficient age and capacity to form an
25 intelligent preference as to his custody.

26 (b) Any nomination by a parent or a guardian for the child.

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

(d) The level of conflict between the parents.

(e) The ability of the parents to cooperate to meet the needs of the child.

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

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

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

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

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

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

5. Except as otherwise provided in subsection 6 or NRS 125C.210, a determination by
the court after an evidentiary hearing and finding by clear and convincing evidence that either
parent or any other person seeking custody has engaged in one or more acts of domestic violence
against the child, a parent of the child or any other person residing with the child creates a
rebuttable presumption that sole or joint custody of the child by the perpetrator of the domestic
violence is not in the best interest of the child. Upon making such a determination, the court shall
set forth:

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

3 (b) Findings that the custody or visitation arrangement ordered by the court adequately
4 protect the child and the parent or other victim of domestic violence who resided with the child.

5 6. If after an evidentiary hearing held pursuant to subsection 5 the court determines that
6 each party has engaged in acts of domestic violence, it shall, if possible, then determine which
7 person was the primary physical aggressor. In determining which party was the primary physical
8 aggressor for the purposes of this section, the court shall consider:

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

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

12 (c) The likelihood of future injury;

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

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

15 In such a case, if it is not possible for the court to determine which party is the primary
16 physical aggressor, the presumption created pursuant to subsection 5 applies to both parties. If it
17 is possible for the court to determine which party is the primary physical aggressor, the
18 presumption created pursuant to subsection 5 applies only to the party determined by the court to
19 be the primary physical aggressor.

20 7. As used in this section, "domestic violence" means the commission of any act
21 described in NRS 33.018.

22 In establishing custody the paramount consideration of the Court is the best interests of
23 the child. *Sims v. Sims*, 109 Nev. 1146, 865 P.2d 238 (Nev. 1993). See also *NRS125.480, et*
24 *seq.* As early as 1927 the Nevada Supreme Court in *Atkins v. Atkins*, 15 Nev. 333, 259 P. 288
25 (1927) held. "The basis of the power conferred on the Court by this Statute to exercise a broad
26 discretion as to custody and support, lies in the reason that it is not the rights of the parties which
27 are to be determined, but the best interest of the child. This is universally held to be a
28 paramount consideration."

Throughout the relationship and short marriage, SANDRA has been the child's primary
care taker. The Nevada legislature has enacted a variety of statutory factors that the district court
must consider when determining the best interests of the child. Those factors are set forth in
NRS125.480, cited above. One such factor is which parent is more likely to allow the child to
have frequent associations and a continuing relationship with the other parent. The Nevada

1 Supreme Court has observed the stated policy of the Nevada legislature is to favor frequent
2 associations between a child and *both* parents, and, The Supreme Court has noted that the trial
3 court should take care to reward cooperation and to discourage obstruction and obstinacy by one
4 parent against the other. *Mosley v. Figliuzzi*, 113 Nev. 51, 930 P.2d 1110 (1997).
5

6 In this case, SANDRA cannot condone CHRIS' behavior to date. He literally kidnapped
7 EVAN and kept EVAN from SANDRA for days. CHRIS has threatened to take EVAN from
8 SANDRA permanently to whereabouts unknown and that she will never see him again.
9

10 SANDRA has physical custody of EVAN in New York. She is not allowing CHRIS to
11 take EVAN again. SANDRA is requesting this court issue in effect a PICK UP ORDER
12 compelling the immediately return of EVAN to the State of Nevada jurisdiction and authorizing
13 any and all law enforcement personnel of Nevada or any other jurisdiction, including the Nevada
14 and New York Attorney General's Offices, to assist the Plaintiff in obtaining the freedom and
15 physical custody of the child, so that she was freely return to the State of Nevada.
16

17 In addition, because CHRIS has shown that he is a flight risk with the child, SANDRA is
18 requesting that any further visitation awarded to her should be supervised and restricted to
19 Donna's House in Las Vegas, Nevada.
20

21 **3. CHILD SUPPORT/BACK CHILD SUPPORT**

22 The Defendant should be ordered to pay child support of 18% of his gross monthly
23 income, which should be the maximum allowance of \$664.00 per month. CHRIS was ordered
24 to pay \$300.00 per month under Case Number D-09-409606. Since the parties reconciled in
25 August of 2009, CHRIS would only owe two child support payments. Further, CHRIS lied to
26 the court about his earnings when he was ordered to pay only \$300.00 per month. In a Pre-
27
28

1 Nuptial Agreement executed prior to the parties marriage in January of 2009, CHRIS presented
2 he made several thousand dollars a month and had untold assets.

3 **5. LEGAL COSTS/ AND FUTURE ATTORNEY'S FEES**

4
5 It would not have been necessary for the Plaintiff to spend her money in bringing about
6 this motion, had CHRIS not created this legal quagmire between the State of New York and the
7 State of Nevada when falsifying statements to the New York's courts. CHRIS should therefore
8 be responsible for the payment of the Plaintiff's legal costs in the sum of \$2,500.00 and future
9 attorney's fees.

10
11 WHEREFORE, PLAINTIFF prays for relief as follows:

- 12 1. For an Order Returning the Minor Child to the State of Nevada;
- 13 2. For a UCCJEA Hearing;
- 14 3. For a Pick Up Order of the minor child in the State of New York;
- 15 4. For an Order awarding the Plaintiff Primary Physical Custody of the minor child
16 subject to Defendant's Supervised Visitation a Donna's House;
- 17 5. For an Order that Defendant pay 18% of his gross monthly earning as child
18 support per month, pursuant to NRS125B.070, in the amount of \$664.00 per month;
19
20 5. For an Order that Defendant pay Plaintiff Spousal Support in the amount of
21 \$1,000.00 per month;
22
23 6. For an Order that Plaintiff be awarded her attorney's fees and costs;
- 24 7. For such other and further relief as this Honorable Court may deem just and
25 proper under the circumstances.

26 DATED this 10 day of March, 2010.
27
28

1 Respectfully submitted by:

2
3 
4 SANDRA LYNN NANCE Plaintiff, In Proper Person

5
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9
10
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13
14
15
16
17
18 AFFIDAVIT OF SANDRA LYNN NANCE

19 STATE OF NEVADA)
20) ss
21 COUNTY OF CLARK)

22 I, SANDRA LYNN NANCE, being first duly sworn under penalties of perjury, deposes
23 and says:

- 24 1. That I am the Plaintiff in this action.
- 25 2. That CHRIS and I were married on January 16, 2010 after dating since 2007.
- 26 3. CHRIS was never there when I was pregnant. Not only did he leave me when I was
27 five months pregnant but he left me to live with another woman. He would not take my calls and
28 completely abandoned me and his unborn son knowing I had no means to support myself.
4. There is no work for pregnant model or actress.


1 5. It was not until the DA ordered a paternity test and CHRIS learned that he was the
2 father that he even spoke to me. It took him 7 months after EVAN was born to even visit him.

3 6. This entire litigation is predicated on lies CHRIS has told the courts in New York. He
4 has told the courts that EVAN has been in New York since July of 2009. This is completely
5 false. I visited New York off and on since July of 2009. There has NEVER been a period longer
6 than 6 months that EVAN has been in New York. I have documentation that can prove my
7 residency and that of EVAN in the State of Nevada.

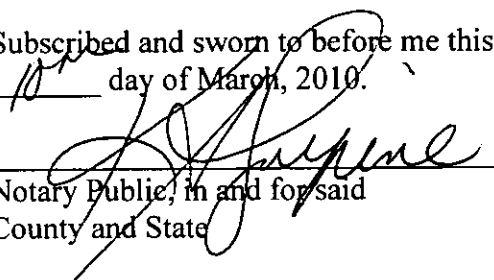
8 7. I need the court's assistance to grant me a PICK UP order .

9 Wherefore, I respectfully request the court to grant the relief sought and contained within
10 my Motion.

11 Dated this 10th day of March, 2010.

12 
13 SANDRA LYNN NANCE, Plaintiff, In Proper Person

14 Subscribed and sworn to before me this
15 10th day of March, 2010.

16 
17 Notary Public, in and for said
18 County and State

19 KATHLEEN J. DINE
20 Notary Public, New York
21 Notary No. 03110
22 Queens County
23 Commission Expires 7-13-13

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REGISTER OF ACTIONS

[CASE No. D-10-426817-D](#)

Sandra Lynn Nance, Plaintiff vs. Christopher Michael Ferraro, Defendant.

§
§
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§
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§

Case Type: **Divorce - Complaint**
Subtype: **Complaint Subject Minor(s)**
Date Filed: **03/15/2010**
Location: **Department F**
Cross-Reference Case Number: **D426817**

RELATED CASE INFORMATION

Related Cases

D-09-409606-C (Linked - 1J1F)

PARTY INFORMATION

Defendant **Ferraro, Christopher Michael**
54 Hempstad DR
Sound Beach, NY 11789

Lead Attorneys
Shannon R. Wilson
Retained
702-385-2500(W)

Plaintiff **Nance, Sandra Lynn** Female
11220 Hedgemont AVE
Las Vegas, NV 89138

Pro Se

Subject Minor **Nance, Evan Daniel** Male

EVENTS & ORDERS OF THE COURT

04/29/2010 **Status Check** (11:30 AM) (Judicial Officer Giuliani, Cynthia N.)

Minutes

04/29/2010 11:30 AM

- David Mann, bar number 11194, present with Plaintiff in an unbundled capacity. Court informed counsel and Plaintiff of the results of the UCCJEA telephone conference with Judge Stack from the Nassau County court. Court stated Judge Stack requested this Court to take temporary emergency jurisdiction over these matters to allow Plaintiff's two older children to be interviewed by the Family Mediation Center (FMC). Argument by Mr. Sachs regarding the New York investigation into Plaintiff's and the two older children's allegations against the Defendant, as well as the Restraining Order issued in New York against Ms. Nance. Discussion. COURT ORDERED, parties are referred to FMC for a CHILD INTERVIEW of Desmond and Kayla Nance. RETURN HEARING calendared for MAY 06, 2010 at 10:00 A.M. PLAINTIFF is ADMONISHED NOT TO COACH the CHILDREN for the INTERVIEW, nor DISCUSS the LITIGATION or COURT PROCEEDINGS with the children. The MINUTE ORDER shall SUFFICE as the post hearing ORDER.

04/29/2010 2:00 PM

[Parties Present](#)

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Location : Family Courts Images Help

REGISTER OF ACTIONS

[CASE No. D-10-426817-D](#)

Sandra Lynn Nance, Plaintiff vs. Christopher Michael Ferraro, Defendant.

§
§
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§
§
§

Case Type: **Divorce - Complaint**
Subtype: **Complaint Subject Minor(s)**
Date Filed: **03/15/2010**
Location: **Department F**
Cross-Reference Case Number: **D426817**

RELATED CASE INFORMATION

Related Cases

D-09-409606-C (Linked - 1J1F)

PARTY INFORMATION

Defendant **Ferraro, Christopher Michael**
54 Hempstad DR
Sound Beach, NY 11789

Lead Attorneys
Shannon R. Wilson
Retained
702-385-2500(W)

Plaintiff **Nance, Sandra Lynn** Female
11220 Hedgemont AVE
Las Vegas, NV 89138

Pro Se

Subject Minor **Nance, Evan Daniel** Male

EVENTS & ORDERS OF THE COURT

05/06/2010 **Return Hearing** (10:00 AM) (Judicial Officer Giuliani, Cynthia N.)
Return: Child Interview

Minutes

05/06/2010 10:00 AM

- David Mann, bar number 11194, present with Plaintiff in an unbundled capacity. Sonia Martinez, Law Clerk, present with Mr. Mann and Plaintiff. Court reviewed the issues then inquired if counsel had reviewed the child interview report. Both counsel stated they had reviewed the report. Court informed counsel and Plaintiff it had conducted a telephone conference with Judge Stack from Nassau County, New York prior to the hearing. Court stated Judge Stack needs to conduct a hearing in New York and Nevada should keep temporary jurisdiction until the New York hearing could be scheduled. Court stated Judge Stack is very concerned about this case and has received a copy of the child interview report and has read it. In the interim, this Court will put temporary Orders into place. Argument and discussion regarding temporary Orders. Mr. Mann and Mr. Sachs stated they will work together to facilitate visitation for Defendant with the child. Argument by Mr. Mann regarding the jurisdictional issues. Argument by Mr. Sachs regarding the upcoming motion to dismiss the Nevada case. Discussion. COURT ORDERED, both parties shall PREPARE and FILE their FINANCIAL DISCLOSURE FORMS (FDFS). CHILD SUPPORT will be set at EIGHTEEN PERCENT (18%) of DEFENDANT'S INCOME. Until the FDFS are received, counsel shall CONFER with DEFENDANT and ADVISE him he should pay some amount for child support in the interim. PLAINTIFF shall be designated as TEMPORARY PRIMARY PHYSICAL CUSTODIAN. STATUS CHECK regarding the New York hearing calendared for JULY 08,

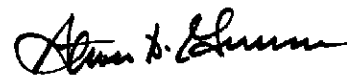
2010 at 9:00 A.M. DEFENDANT shall receive TELEPHONE CONTACT with the child on MONDAYS, WEDNESDAYS and SUNDAYS at 6:00 P.M. LAS VEGAS TIME. The adults DO NOT need to SPEAK to each other. Mr. Sachs shall PREPARE the ORDER. Mr. Mann shall REVIEW the ORDER for form and content then SIGN OFF.

[Parties Present](#)

[Return to Register of Actions](#)

1 **ORD**
2 HERBERT SACHS, ESQ.
3 Nevada Bar No. 2785
4 819 South Sixth Street
5 Las Vegas, NV 89101
6 (702) 387-0400
7 Attorney for Defendant

Electronically Filed
04/08/2011 10:31:28 AM



CLERK OF THE COURT

6 DISTRICT COURT
7 FAMILY DIVISION
8 CLARK COUNTY, NEVADA

9 SANDRA LYNN NANCE,)

10 Plaintiff,)

11 vs.)

12 CHRISTOPHER MICHAEL FERRARO,)

13 Defendant.)
14)

CASE NO. :D-10-426817
DEPT.NO. :K

15 **STIPULATION AND ORDER**

16
17 **UPON** the reading of the Stipulation to Change Venue and upon all papers and proceeding heretofore
18 had herein and considering the stipulation of Settlement in and after due deliberation being had thereon,
19 it is;

20 **ORDERED**, that the Annexed Stipulation of Settlement shall become a final order of this court and
21 it is further

22 ✓ 23 **ORDERED**, that the terms included in the Annexed Settlement agreement are incorporated herein

24 ///

25 ///

26 ///

27 ///

28 **RECEIVED**

MAR 08 2011

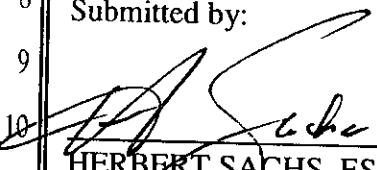
DISTRICT COURT
DEPT K

1 by reference though fully set forth at length, shall not merge but shall survived the entry of this order.
2
3

4 Dated this 8th day of March 2011
5

6 
7 DISTRICT COURT JUDGE *ms*

8 Submitted by:

9 
10 HERBERT SACHS, ESQ.
11 NEVADA BAR NO. 002785
12 819 South Sixth Street
13 Las Vegas, Nevada 89101
14 Attorney for Defendant
15
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STIPULATION OF SETTLEMENT

BETWEEN

CHRISTOPHER FERRARO

and

SANDRA NANCE

Dated: February _____, 2011

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STIPULATION OF SETTLEMENT

THIS AGREEMENT, made the _____ day of February, 2011, by and between **SANDRA NANCE**, residing at 1032 Drive, Las Vegas, Nevada 89138, hereinafter referred to as "Mother/Wife"; and **CHRISTOPHER FERRARO**, currently residing at 54 Hempstead Drive, Sound Beach, New York 11789, hereinafter referred to as "Father/Husband."

WITNESSETH:

WHEREAS, the parties hereto were married on the 16th day of January 2010, in the City of Las Vegas, County of Clark and State of Nevada; and

WHEREAS, there is one (1) unemanicpated child, to wit: **EVAN DANIEL FERRARO** a/k/a **EVAN DANIEL NANCE**, born September 30, 2008 and none are expected; and

WHEREAS, paternity of **EVAN DANIEL FERRARO** a/k/a **EVAN DANIEL NANCE** was acknowledged by Christopher Ferraro on January 15, 2010; and

WHEREAS, on February 16, 2010, the Father commenced custody/visitation proceedings currently pending in the Family Court, Nassau County, State of New York, referenced under Docket Number V-3709/10;

WHEREAS, the parties desire to settle and resolve all pending litigation pertaining to custody and visitation of their son by agreement (hereinafter referred to as the "Stipulation"); and

WHEREAS, it is the intention of the parties to continue to so live separate and apart from each other, and it is their desire to enter into an agreement, under which their respective financial and property rights, the care and custody of their unemancipated child, and all other respective rights, remedies, privileges and obligations to each other, arising out of the marriage relation, or otherwise, shall be fully prescribed and bounded thereby, and provision made for the ownership, division and

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
Husband's Initials


distribution of separate and marital property, hereinafter referred to as ("Agreement" or "Stipulation"); and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to his/her respective individual best interests; and

WHEREAS, the parties acknowledge the existence and validity of a PreNuptial Agreement, dated January 15, 2010, referenced in the parties' PostNuptial Agreement dated December 14, 2010. Wherein it is acknowledged that the terms and conditions contained therein shall be adhered to by the parties and in the event of divorce, that the terms and provisions of the Agreement shall merge in any such divorce judgment and shall cease, thereafter, to exist as an independent contractual source of the rights and obligations of the parties. The parties Post Nuptial Agreement dated December 2010 is annexed hereto as **Schedule "A."**

WHEREAS, the Wife was advised to retain her own counsel, she has nevertheless chosen to act on her own behalf and negotiate herself the terms and provisions of the herein Stipulation. Negotiations with respect to the terms of this Agreement took place over the course of several weeks of personal meetings and after several telephone conferences. The Wife acknowledges that no one has forced, coerced, or threatened her to enter into the herein Stipulation and that she had every opportunity to discuss the terms and conditions of this Stipulation with attorneys, friends, and acquaintances, and she is fully comfortable with the terms of the Stipulation and fully understands each and every term in all respect.

 **Wife's Initials**

 **Husband's Initials**

WHEREAS, that the State of Nevada is the habitual residence of the child at this time.

WHEREAS, the parties are currently residing in separate states wherein the Wife is residing in Nevada and the Husband is residing in the State of New York. Notwithstanding the above, the parties are contemplating reconciliation and plan to reside as a family in New York. It is understood that in the event of reconciliation the Wife/Mother, the parties' son and the Wife's two children born of separate relationships to wit: Desmond Nance born May 10, 1997 and Kayla Nance born September 6, 2002, will reside in New York together under one roof. It is acknowledged that neither Desmond nor Kayla are subject to this agreement other than for purposes addressed herein acknowledging that the Husband has no financial obligations to Desmond Nance or Kayla Nance in the present or future.

WHEREAS, in the event the Mother is directed to return to Nevada from New York or any other state where the parties are residing, due to custody/visitation issues regarding either of her two children (not the parties' son), it is understood that the parties' son, Evan Ferraro, shall remain in New York during the pendency of the litigation with the Father and in the event that the Mother is directed to stay in Nevada, the Father shall automatically be deemed the residential custodial parent.

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and in their child's best interests; and

NOW, in consideration of the premises and mutual covenants, promises and agreements hereinafter contained, the parties hereby agree to all of the terms as follows:

GN Wife's Initials

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CF Husband's Initials

ARTICLE I
SEPARATE RESIDENCE

1. It is, and shall be, lawful for the parties hereto at all times to live separate and apart from each other and to reside from time to time at such place or places as each of them may see fit and to contract, carry on and engage in any employment, business or trade, which either may deem fit, free from control, restraint or interference, direct or indirect, by the other in all respects as if such party were sole and unmarried, except as provided in this Agreement.

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ARTICLE II
PERSONAL PROPERTY

1. Except as otherwise provided herein, the parties acknowledge that they have heretofore divided up between them all their personal property to their mutual satisfaction up through the date the agreement herein is executed. Henceforth, each of them shall own, have and enjoy, independently of any claim or right of the other, all items of personal property of every kind, now or hereafter owned or held by him or her, with full power to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried. Notwithstanding the above, in the event of divorce, any property acquired after execution of the agreement herein shall be subject to distribution pursuant to the laws of the jurisdiction where the action is commenced.

A. Engagement Ring- It is acknowledged that the engagement ring was returned to the Wife prior to the execution of the agreement herein.

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ARTICLE III
NASSAU COUNTY CUSTODY ACTION

1. Upon the mutual execution of the Stipulation herein, Christopher Ferraro shall withdraw the custody action pending in Nassau County, State of New York as specifically referenced above. Upon execution, said Stipulation will be filed with the Family Court, Clark County, as the final Stipulation of Settlement resolving the issues currently pending before the Court and referenced under Case Number D-10-426817-D.



Wife's Initials

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ARTICLE IV
CUSTODY

1. So long as the parties are living separate and apart, at two separate residences for a continuous period of sixty (60) days or more, not including temporary absences (i.e. hotel, vacation, stay with family with the intention of returning to marital abode, work related trips and the like), and unless otherwise provided for herein, or by Order of the Court, the parties shall share joint legal custody of the infant child with the Mother being designated the primary residential parent subject to the Father's rights of visitation with the child as set forth at the foot of this Article. Joint legal custody is defined herein as each party having the absolute right to be consulted with respect to major decisions affecting their son, as defined below, with the goal of reaching an agreement after discussion of the issue. While the parties are required and shall endeavor to reach an agreement with respect to issues affecting their son, despite the joint custodial arrangement and designation as herein set forth, neither party waives their right to seek court intervention in a court of competent jurisdiction, if the parties cannot agree. As it is the intent of the parties' to resolve matters affecting their child mutually, it is agreed that prior to seeking court intervention, all reasonable steps will be taken by both parties in an attempt to resolve the matter. For example, the parties will speak to the child's physician, teacher, clergy or a mutually agreed upon third party to help and assist in the facilitation of a remedy while always considering Evan's best interest.

2. **Routine Decisions:** Day-to-day decisions of a routine nature, including, but not limited to, bedtime, homework, and day-to-day social activities customary for the child's age and maturity shall be made by the parent with whom the child is residing with at that time. The parents shall endeavor to cooperate and establish a mutually agreeable policy regarding such day-to-day decisions.

3. **Major Decisions:** All decisions affecting the Child's growth and development, including, but not limited to, choice of child care provider, choice of school, course of study, extent

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of travel away from home, major medical treatment, lessons, operation of a motor vehicle, especially hazardous sports or activities and decisions relating to actual or potential litigation involving the Child directly or as beneficiary, other than custody, shall be considered major decisions and shall be considered and discussed by both parents in a timely manner, prior to the time a decision must be made, if possible considering the circumstances. It is agreed that neither party shall unreasonably withhold their consent with regard to major decisions. The parties shall also consider the desires of the child with regard to these major decisions.

4. Each of the parties agree to keep the other reasonably informed of the whereabouts of the child when the child is with the Father or Mother respectively, and they mutually agree that if either of them has any knowledge of any illness or accident or other circumstances affecting the child's health or general welfare, the Father or the Mother, as the case may be, will promptly notify the other of such circumstances. Accordingly, it is further agreed that each party will provide to the other, a telephone number where he or she may be reached in an emergency.

5. The parties shall exert every reasonable effort to maintain free access and unhampered contact between their child and each of the parties and to foster a feeling of affection between the child and the other party. Neither party shall do anything which may estrange the child from the other party or injure the child's opinion as to the Mother or Father or which may hamper the free and natural development of the child's love and respect for the other party.

6. It is agreed by the parties' that both the Father and Mother will be listed as emergency contacts for their child and will provide the necessary information when requested.

7. Each parent shall be entitled to complete detailed information from any pediatrician, general physician, dentist, consultant or specialist attending the child for any reason whatsoever and

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to be furnished with copies of any reports given by them to the other parent. Should authorizations be required the parties' agree that they will not withhold executing the necessary documents.

8. Each parent shall be entitled to complete detailed information from any teacher or school giving instruction to the child or at which the child may attend, and to be furnished with copies of all reports, report cards, progress reports and the like, given by them to the other parent. The address of both parents shall be provided to any school(day care/pre-school/camp or the like) where the child is enrolled, so that each party receives all correspondence as described above. The parties are equally entitled to contact the child's school to discuss all issues relating to Evan.

9. Neither party shall initiate or permit the designation of Father or Mother or their equivalence to be used by the child with reference to any person other than the parties.

10. The parties' agree that neither will unreasonably withhold authority to travel with the child. Should either party take the child on an extended over-night trip (non-weekend), the other party shall be informed of the over-night accommodations, itinerary, flight information and contact information. Information shall be provided to the other parent as soon as reasonably possible. In addition to the parties' right to travel with their son outside the State of Nevada, it is understood by the both parties that the Father intends to travel with Evan to the State of New York from time to time pursuant to the timeshare schedule and for which the Father will incur all costs associated with said travel.

11. Each of the parties shall inform the other of important events in Evan's life having to do with school, social, athletic, religious events or extra-curricular activities, and each shall have the right to be in attendance at all times even when the child is residing with the other parent. Each of the parties will supply to the other, on a timely basis, any notices pertaining to graduation, academic honors or achievements, plays, athletic events, scouting events, camping events, summer

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enrichment events, or similar events as is generally recognized and accepted by the parents to be of importance both to and by Evan and the parties.

12. Notwithstanding the timeshare schedule referenced directly below, each of the parties further agree that access to Evan shall not be limited in nature, in the sense that either party may waive his/her rights on a given occasion and that both parties shall have the opportunity to amend and provide for additional contact with Evan from time to time as may be necessary in light of either parties' work schedule, travel arrangements or the like and which may be consistent with the health, education, and welfare of Evan based upon his age, his wishes and desires. It is further understood and agreed that all reasonable accommodations shall be made by the parties to adjust the timeshare schedule allowing Evan to attend special family events/occasions, including once in a lifetime events.

13 Unless otherwise agreed, all major modifications to the timeshare schedule shall be confirmed in writing and signed by both parties or confirmed by email communication. All requests for modifications will be made in writing or forwarded by email and or text message to the other party. It is agreed that the party to whom the request is made shall respond to the other as soon as reasonably possible and without undue delay.

14. It is agreed that the parties shall communicate with the other for the sole purpose of discussing the well-being and/or issues directly relating to Evan. Notwithstanding an emergency or illness of the child, in light of the young age of the parties' child, the Father shall have the right to contact the Mother to check on his son from time to time while Evan is in her care. During times of communication regarding Evan, neither party shall, in any way, molest, disturb or trouble the other or interfere with the peace and comfort of the other in any way. When Evan becomes of an age wherein he is able to communicate by telephone, it is agreed that the Father may purchase and provide

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Evan with a cellular telephone for purposes of communicating with Evan while he is in his Mother's care. In addition, it is agreed that the parties shall cooperate in setting up a SKYPE account, for purposes of allowing Evan to communicate with either parent while he is residing with the other. Until such time that Evan is able to communicate via SKYPE on his own and without assistance, the parties shall arrange a time, at least once per week, to allow for such communication.

15. When corresponding with one another or communicating with each other, the parties shall endeavor to create an agreement process which shall be free of abusive language, shouting, sarcasm, intimidation, manipulation, threats and the like. The parties recognize that such behavior attacks the very heart of the joint decision-making process and may result in decisions which are not in the best interest of their child. The parties agree to listen politely to each other's thoughts and concerns and, as much is humanly possible, separate their own agenda and search for a decision which is truly best for their child. The parties' will not discuss any issue in the presence of Evan and will not burden Evan by using him as a messenger.

16. Neither party shall directly or indirectly make statements to each other or to any other persons, which are derogatory of the other party or the other parties' family members especially in front of, or directly to, the child.

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ARTICLE V
TIMESHARE SCHEDULE

1. Unless otherwise agreed to by the parties, the following schedule pertains to the Father's schedule of time with the parties' child. When the child is not residing with the Father during the times set forth below, the child will reside with the Mother. The schedule herein was created with the intent of the parties' living separate and apart in different states. In the event the parties are residing separate and apart in one state, the Timeshare Schedule contained herein may not control and either party has the right to amend and/or modify the agreement so that it satisfies the parties living arrangements at that time.

2. It is agreed that the parties' child shall reside with the Father the last full week of each month, commencing on Sunday at 4:00 p.m., and terminating on the following Sunday at 4:00 p.m., unless otherwise agreed to by the parties. **NOTIFICATION:** The Father shall notify the Mother no later than 10 days prior to commencement of his parenting privileges, only **IF HE CANNOT** use his parenting privileges as described herein.

3. It is further agreed that the child shall reside with the Father on the second weekend of each month commencing Friday at 4:00 p.m., (or after school) and terminating Sunday at 6:00 p.m., unless otherwise agreed to by the parties. **NOTIFICATION:** The Father shall notify the Mother no later than the first Saturday of each month (providing the Mother with at least 6 days notice) **ONLY IF HE CAN** use his parenting privileges as described herein. As the child will reside with the Mother on each Mother's Day (the second Sunday in the month of May) and the Father on Father's Day (the third Sunday in the month of June), it is agreed that the child may reside with the Father on the **third weekend during the months of May and June each year**, unless otherwise agreed. **NOTIFICATION:** The Father shall provide 6 days notice as set forth above.

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4. The parties' child shall reside with the Father for three (3) additional weeks per calender year. At the Father's option, the Father has the right to use any of the three weeks independent and separate from the Father's designated week each month as identified in Paragraph 2 above or immediately following or preceding the week as identified in paragraph 2 above. It is understood, that in the event the Father chooses to use a week immediately following or preceding the week as identified in paragraph 2 above, the child would reside with the Father for two (2) consecutive weeks. **NOTICE:** Unless otherwise agreed to, the Father shall notify the Mother at least **ONE MONTH** prior to the time he wishes to utilize each of the three weeks. Once notice is provided, the Mother shall not schedule appointments for Evan during the specified time. It is agreed and understood that neither party shall purposely impede or burden the others' rights to their rightful time with the child and that said time shall not interfere with the others' holiday time with Evan.

5. It is agreed that the child shall reside with the Father for one month (4 consecutive weeks) during Evan's summer vacation. **NOTIFICATION:** The Father shall notify the Mother by **April 1st of each year** as to what weeks he intends to use as summer vacation, unless otherwise agreed. The Mother agrees that she will not schedule activities, camp or the like during the 4 weeks elected by the Father as and for Evan's summer vacation.

6. It is agreed that the parent with whom Evan is residing shall be responsible to ensure that Evan attends his scheduled activities and participates in his regular school related events, extra-curricular activities, birthday parties and the like, EXCEPT during either parents' holiday/vacation time pursuant to the timeshare schedule, when traveling with Evan out of state or during times otherwise agreed to by the parties. Notwithstanding the above, it is understood and agreed that the parties' shall endeavor to minimize any disruption of Evan's activities where feasible.

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 **Husband's Initials**

7. With regard to the Father's monthly week long parenting privileges, so long as the Father provides the proper notification to the Mother, as set forth in Paragraph 3 above, the Father shall be entitled to MAKE-UP at least three(3) weeks during each calender year for a week that is mutually agreeable by the parties, with the intent of making-up the time as soon as possible so that there is continuous contact between Evan and the Father.

Child's Birthday

8 Unless otherwise agreed, times shall be arranged so that on the child's birthday both parents may spend time with Evan. Unless otherwise agreed, until such time that Evan attends full-time school, the parent with whom Evan is not residing with on his birthday shall be entitled to enjoy at least three hours with the child if during the week and at least four hours if child's birthday is during a weekend.

Mother's Day/Father's Day

9. The Father shall have access to the child every Father's Day, from 10:00 a.m. until 8:00 p.m., and the Mother shall have access to the child every Mother's Day from 10:00 a.m. until 8:00 p.m., unless otherwise agreed.

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HOLIDAY SCHEDULE

MOTHER	FATHER
Mother's Day - Every year	Father's Day - Every year
Easter Day - Odd years	<p>Easter Day - Even years</p> <ul style="list-style-type: none"> • It is agreed when Evan attains school age, the child shall reside with the Father for Spring/Easter break on even years. • Should Easter Sunday fall on the Sunday that the Father commences his weekly visitation, it is agreed that the Father shall have the right to pick-up Evan on the Friday preceding Easter Sunday.
Thanksgiving Day - Odd years	<p>Thanksgiving Day - Even years.</p> <p>It is agreed that the Father may combine the Thanksgiving holiday with his week long visitation for the month of November, wherein the Father shall pick-up the child on the Sunday preceding Thanksgiving and return the child on the Sunday following Thanksgiving.</p>
Christmas Day - Even years	<p>Christmas Day - Odd years</p> <p>Should Christmas Day fall on the Sunday that the Father commences his weekly visitation, it is agreed that the Father shall have the right to pick-up Evan on the Friday preceding Christmas Day.</p>

* Holiday/Vacation time supercedes the parties' timeshare schedule

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STANDARD MONTHLY TIMESHARE SCHEDULE

FATHER'S TIME	NOTIFICATION OBLIGATION
<p>2ND WEEKEND OF EACH MONTH</p> <p>Friday 4:00 p.m., - Sunday 6:00 p.m.</p> <p>In light of the travel costs and distance between New York and Nevada, it is assumed that this time will not always be used by the Father. Accordingly, only when the Father will use this time, he shall notify the Mother.</p>	<p>By the first Saturday of each month (6 days notice)</p> <p>ONLY IF HE WILL USE PRIVILEGE</p>
<p>LAST week each MONTH</p> <p>It is assumed that the Father will utilize this privilege each month, only if he <u>cannot</u> make it, will Father notify the Mother.</p>	<p>10 days prior to the Sunday commencing Father's parenting privileges as described in paragraph 2 above.</p> <p>ONLY IF HE CANNOT USE</p>
<p>3RD WEEKEND MAY AND JUNE ONLY</p>	<p>SATURDAY PRECEDING the Friday commencement time (giving 6 days notice)</p> <p>ONLY IF HE WILL USE PRIVILEGE</p>
<p>Additional three weeks each calender year, as described in paragraph 4 above.</p>	<p>ONE MONTH NOTICE</p>
<p>Summer Vacation- 4 consecutive weeks</p>	<p>BY APRIL 1ST of each year - Father shall provide dates to the Mother</p>

* Holiday/Vacation time supercedes the parties' timeshare schedule

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10. Unless otherwise agreed to by the parties, the Father will pick-up the child upon commencement of his shared time at the mother's address and will drop-off the child at the termination of his shared parenting time also at the mother's address.

11. It is agreed that it is the intent of the parties that both parents shall have liberal access to their son. As the Father is currently residing between New York and Nevada, it is understood that modification of the non-holiday timeshare schedule is likely and not unforeseen. It is agreed that the parties shall each endeavor to cooperate in facilitating unhampered contact with Evan and will not unreasonably deny either parties' request to alter the schedule from time to time. Notwithstanding the above, should either party request to amend the schedule the requesting party shall notify the other at least two weeks in advance. It is further understood however, that there may be occasions that advanced notice may not be possible, due to illness or emergency, in which case neither party will unreasonably deny the others' request to select a different date.

12. The timeshare schedule provided herein is designed with respect to the young age of the parties' child and the expressed desires of the parties. If necessary, the parties agree to re-visit the timeshare schedule for purposes of modification in the future in accordance with the best interests of Evan, while always allowing for liberal and unhampered access to Evan.

13. Neither party shall arbitrarily withhold from the other party access to the child as provided for in this agreement. It is understood that both parties equally have the right to attend the child's sporting events, performances or similar activities outside either parties' designated time with their child.

14. Exclusive of the timeshare schedule described above, both the Mother and the Father shall have the right to pick-up and/ or drop-off the child from school, day care, etc.

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15. From time to time, because of the schedules of all involved, certain parenting times or dates may have to be modified or changed. The parents shall discuss any such changes between themselves without involving the Child.



Wife's Initials



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ARTICLE VI
HEALTH INSURANCE

1. With respect to Medical/Health insurance coverage for Evan, both parties shall be obligated to utilize the health care providers within the Health Plan used at the time of service. Neither party shall be liable for any extraordinary medical or dental expenses incurred for the child without prior consultation and consent of the other parent, except in an emergency situation which would not enable one parent to contact and consult with the other parent. In such event, the party who is aware of such emergency situation shall so advise the other party forthwith.

2. Neither party shall unreasonably withhold her/his consent to such treatment.

3. In the event both parties are unable to obtain medical coverage for their child through their respective employment and the parties cannot afford to pay the cost of purchasing a plan for their child, it is agreed that both parties shall make all efforts to obtain a state funded health insurance policy for their child and share equally in the cost associated with obtaining said policy. The child's current policy is as follows:

Plan:	Amerigroup
Medicaid No.:	00001082168
Medicaid Subscriber No:	713 772991
Member Services Telephone No:	1-800-600-4441
Claims Address:	P.O. Box 61010
	Virginia Beach, VA 23466

4. Expenses for health care which are not reimbursed, including expenses for medical, surgical, dental, orthodontic and optical expenses, must be borne equally by both parents in the absence of extraordinary circumstances.

5. Any and all medical expenses for the child above and beyond which is covered by any insurance policy shall be divided equally between the parties.

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ARTICLE VII
DEPENDENCY EXEMPTIONS

1. Unless otherwise agreed to, if the parties are residing separate and apart, the residential custodial parent the Mother shall claim Evan as a dependency exemption. In the event that the residential custodial parent will not benefit from using Evan as an exemption for a particular year, the other parent shall be notified.

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ARTICLE VIII
CHILD SUPPORT/CHILD CARE COSTS

1. It is agreed that commencing January 15, 2011, the Husband shall pay child support in the amount of \$345.00 per month which is equal to 18% of his gross income per month, payable on the first day of each and every month and that the Husband shall be subject to NRS 31A.020 to 31A.240, inclusive, regarding the withholding of wages and commissions for delinquent payment of child support, as and for the support and maintenance of the parties' unemancipated child, **EVAN DANIEL FERRARO a/k/a EVAN DANIEL NANCE**, born September 30, 2008. It is understood that the child support obligation is subject to the presumptive maximum amount as provided for in the NRS, It is further agreed that the parent with whom Evan is residing shall incur the costs associated with Evans daily care and support. Child support shall continue until such time the child is emancipated based upon the factors set forth in Article IX titled Emancipation Event.

2. It is agreed that expenses for child care costs/day-care and the like shall be paid for by the parent with whom Evan is residing with at that time.

3. The parties agree that the Father shall pay 50% and the Mother shall pay 50% of the cost of the child's extra-curricular activities (athletic, academic or religious) including the reasonable costs associated with uniforms, equipment, dues and fees. Unless otherwise agreed, neither party shall pay over \$500.00 per calender year as and for their share of extra-curricular costs. Payments shall be made directly to the organization, unless otherwise agreed.

4. If either party pays the entire cost(s) as described above, the other party shall reimburse the other, their 50% share, within twenty (20) days of presenting proof of payment to the appropriate entity.



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5. Upon request of either parent, it is understood the Court is entitled to review, at least every three years, the Order of Support to determine whether the existing support order should be modified or adjusted. Each review shall be conducted pursuant to NRS 125B and must be in response to a separate request.

6. In the event the non-custodial parents defaults in payment, the custodial parent has the right to withhold the payor's income as set forth in NRS 125. Any order for withholding or assigned must be carried out in the manner provided in Chapter 31A of NRS for the withholding or assignment of income.

7. It is agreed at this time, that the Husband shall make payments directly to the Wife and that the Wife is not requesting to withhold the Husband's income.

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ARTICLE IX
EMANCIPATION EVENT

1. With respect to each child, an emancipation event shall occur or be deemed to have occurred upon the earliest happening of any of the following:

(a) the child attaining the age of 18 years; unless the child shall be pursuing a reasonably continuous course of college education leading to an undergraduate degree and matriculated as a full-time day student at an accredited college or university, in which event emancipation shall not occur until the child reaches the age of 19 years, unless another emancipation event shall have previously occurred;


(b) marriage (even though such a marriage may be void or voidable and despite any annulment of it);

(c) permanent residence away from the residence of the Mother and Father. A residence at boarding school, camp or college is not to be deemed a residence away from the residence of the Mother and Father and, hence, such a residence at boarding school, camp or college is not an emancipation event;

(d) death;

(e) entry into the Armed Forces of the United States (provided that the emancipation event shall be deemed terminated and nullified upon discharge from such forces and, thereafter, the period shall be the applicable period as if such an emancipation event by reason of the entry had not occurred);

(f) engaging in full-time employment prior to attaining 18 years of age, except and provided that: (i) engaging by a child in partial employment shall not be deemed an emancipation event; and (ii) engaging by a child in full-time employment during vacation and summer periods shall

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 **Husband's Initials**

not be deemed an emancipation event. Such an emancipation event shall be deemed terminated and nullified upon cessation by a child for any reason from full-time employment and the period, if any, from such a termination until the soonest of any other emancipation event shall, for all purposes under this agreement, be deemed a period prior to the occurrence of an emancipation event.

SJ Wife's Initials

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ARTICLE X
RELOCATION

1. As the Father has made living arrangements in the State of Nevada for purposes of facilitating the timeshare schedule as provided for herein, it is agreed that the Mother will not relocate outside the State of Nevada (with the exception of reconciliation with the Husband/Father as provided for herein) without the express and written consent of the Father. In the event that the Father does not consent, before leaving the state, the Mother shall petition the court seeking permission to relocate and shall only relocate by order of the court. In the event an action for divorce is commenced, the residential custodial parent shall not relocate with Evan outside his homestate at that time, and in the event the homestate is New York, the residential custodial parent will not relocate outside the five (5) boroughs of New York City or beyond Nassau and Suffolk counties, without the consent of the other party or by court order.

2. It is understood that the terms of the Hague Convention of October 25, 1980, adopted by the 14th Section of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

3. It is understood that the parties are bound by the provisions of NRS 125.510(6) which provides as follows:

"PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION; CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody tot he 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 right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

GR Wife's Initials

CF Husband's Initials

4. It is understood that the abduction, concealment or detention of a child in violation of this order is punishable as a Category D Felony as provided in NRS 193.130 NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a Category D Felony as provided in NRS 193.130.

Gr Wife's Initials

CF Husband's Initials

ARTICLE XI
JURISDICTION /MODIFICATION AND WAIVER/ GENERAL PROVISIONS

1. In the event that any term, provision, paragraph or Article of this agreement is or is declared illegal, void or unenforceable, same shall not affect or impair the other terms, provisions, paragraphs or Articles of this agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or Article of this agreement.

2. This Stipulation shall not be invalidated or otherwise affected unless the parties have executed and acknowledged a written statement expressly setting forth that they are canceling, modifying or amending this Agreement or any individual paragraphs contained herein. This Stipulation shall not be invalidated or otherwise affected by any decree or judgment made in any Court in any pending or future action or proceeding between the parties.

3. If either party by any action, proceeding, defense, counterclaim or otherwise, seeks to vacate or set aside this agreement or declare any of its terms and conditions as invalid, void, or against public policy for any reason, including, but not limited to, fraud, duress, incompetency, overreaching, or unconscionability, said party shall reimburse the other party and be liable for any and all such party's reasonable attorneys' fees and expenses provided and to the extent that such action, proceeding, counterclaim or defense results in a decision, judgment, decree or order dismissing or rejecting said claims.

4. In the event that either party fails to comply with the terms set forth herein, each party respectively agrees to indemnify the other against or to reimburse the other for any and all expenses, costs and reasonable attorneys' fees resulting from or made necessary by the bringing of any suit or other proceeding to enforce any of the terms, covenants or conditions of this agreement to be performed or complied with by each party or to enforce any of their respective rights under this

GW Wife's Initials


CF Husband's Initials

agreement, provided such suit or other proceeding results in a judgment or order in favor of the moving party (party seeking enforcement of the stipulation) or if the non-moving party complies prior to judgment by the court and after the action was commenced. The parties agree that either of them in a single action or proceeding with respect to said payments and obligations shall be entitled to sue and recover said attorneys' fees and disbursements.

5. In any action for divorce between the parties, no relief shall be sought by either party which shall be different from or inconsistent with the provisions contained herein and the provisions of this Stipulation shall, subject to the approval of the Court, be incorporated, but shall not merge, in any decree or judgment granted herein by the Court and shall in all respects survive the same being forever binding and conclusive upon the parties.

6. No representations or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this agreement, and this agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein. Without limiting the foregoing, no representations or warranties have been made by the Husband to the Wife, or by anyone else to the Wife, with respect to the past, present or future income or assets of the Husband, and, without limiting the foregoing, no representations or warranties have been made by the Wife to the Husband, or by anyone else to the Husband, with respect to the past, present or future income or assets of the Wife.


7. This agreement shall not be invalidated or otherwise affected by a reconciliation or a resumption of marital relations between the parties unless they have executed and acknowledged a written statement expressly setting forth that they are canceling this agreement. This agreement shall not be invalidated or otherwise affected by any decree or judgment made in any Court in any pending or future action or proceeding between the parties.

 Wife's Initials

 Husband's Initials

8. Nothing herein contained shall be construed to bar or prevent either party from suing for absolute divorce in any competent jurisdiction because of any past or future fault on the other's part. This agreement shall be offered in evidence in such action, and if acceptable to the Court, shall be incorporated by reference in the decree that may be granted therein. Notwithstanding such incorporation, this agreement shall not be merged in the decree, but shall survive the same and shall be binding and conclusive on the parties for all time.

9. Prior to commencement of any divorce proceedings, the parties agree that they will seek marriage counseling, therapy, advice of clergy or the like, in an attempt to resolve, if possible, any issues that have or are causing the breakdown of the parties' marriage.



SANDRA NANCE
Pro Se
1032 Baronet Drive
Las Vegas, NV 89138
Tel #: (702) 807-5792



CHRISTOPHER FERRARO
54 Hempstead Drive
Sound Beach, New York 11789
Tel #: (631) 804-4696



Wife's Initials



Husband's Initials

STATE OF NEVADA)

)SS.:

COUNTY OF CLARK)

On this 7 day of March 2011, before me the undersigned, personally appeared **SANDRA NANCE**, known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on her own behalf, and that by her signature on the instrument, the individual executed the instrument



[Signature]
NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On this 15th day of February 2011, before me the undersigned, personally appeared **CHRISTOPHER FERRARO**, known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on his own behalf, and that by his signature on the instrument, the individual executed the instrument.

DONNA L. POULOS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01PO6066761
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES NOV. 26, 2013

[Signature]
NOTARY PUBLIC

SV Wife's Initials

CF Husband's Initials

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

1. That I have read this Settlement Agreement, word for word, paragraph by paragraph.
2. That I understand its contents.
3. That I understand and appreciate the legal effect of my signature to this Stipulation of Settlement.

5. That this Settlement Agreement expresses the entire understanding and Agreement between myself and my Husband, without any secret promises or other agreements or inducement, not therein expressed or stated.

7. That my execution of this Settlement Agreement is of my own free act and deed.

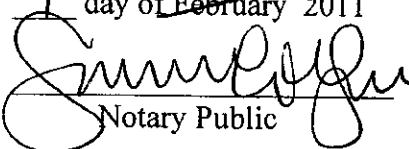
9. That rather than proceed to try all issues pertaining to custody/visitation of our child, I have chosen to enter into the foregoing Stipulation of Settlement.

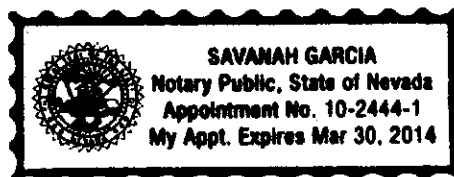
CF Husband's Initials

10. That neither the within agreement arrived at between me and my Husband, nor my signing and acknowledging of the foregoing Stipulation of Settlement was occasioned, brought about or influenced by the use of any duress, coercion or undue influence practiced, brought or exercised upon me in any matter by any person whomsoever.

11. That I am not under the influence of any drugs or alcohol.


SANDRA NANCE

Sworn to before me this 7 day of February 2011

Notary Public



SW

Wife's Initials

Page 32 of 34

CF

Husband's Initials

AA00065

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

1. That I have read this Settlement Agreement, word for word, paragraph by paragraph.
2. That I understand its contents.
3. That I understand and appreciate the legal effect of my signature to this Separation Agreement.
4. That this Settlement Agreement completely and perfectly expresses my understanding of the terms of the settlement which I have arrived at with my Wife.
5. That this Settlement Agreement expresses the entire understanding and Agreement between myself and my Wife, without any secret promises or other agreements or inducement, not therein expressed or stated.
6. That my assent to this Settlement Agreement was reached after meaningful and thorough deliberation and after consultation with counsel.
7. That my execution of this Settlement Agreement is of my own free act and deed.
8. That this Settlement Agreement is not the result of any collusion between myself and my life or between myself and any third person or persons.
9. That rather than proceed to try all issues pertaining to custody/visitation and child support, I have chosen to enter into the foregoing Settlement Agreement.

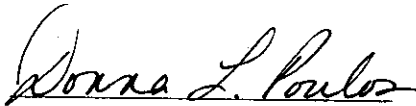
CF Husband's Initials

10. That neither the property settlement arrived at between me and my Wife, nor my signing and acknowledging of the foregoing Settlement Agreement was occasioned, brought about or influenced by the use of any duress, coercion or undue influence practiced, brought or exercised upon me in any matter by any person whomsoever.


11. That I am not under the influence of any drugs or alcohol.


CHRISTOPHER FERRARO

Sworn to before me this
15th day of February 2011


Notary Public

DONNA L. POULOS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01PO6066761
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES NOV. 26, 2013

 Wife's Initials

Page 34 of 34

 Husband's Initials

AA00067

SCHEDULE A

SETTLEMENT AGREEMENT

THIS AGREEMENT, made the 14 day of December, 2010, by and between SANDRA NANCE, residing at 1032 Drive, Las Vegas, Nevada 89138 hereinafter referred to as "Wife"; and CHRISTOPHER FERRARO, residing at 54 Hempstead Drive, Sound Beach, New York 11789, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties hereto were married on the 16th day of January 2010, in the City of Las Vegas, County of Clark and State of Nevada; and

WHEREAS, there is one (1) unmanipulated child, to wit: EVAN DANIEL FERRARO a/k/a EVAN DANIEL NANCE, born September 30, 2008 and none are expected; and

WHEREAS, paternity of EVAN DANIEL FERRARO a/k/a EVAN DANIEL NANCE was acknowledged by Christopher Ferraro on January 15, 2010; and

WHEREAS, the parties understand that instead of entering into this Agreement they have a right to proceed with litigation and to seek a judicial determination of the issues covered by this Agreement but, notwithstanding such right, the parties desire to avoid the delay, expense, and risk of litigation and they believe that their interests will be better served by the terms and provisions of this Agreement; and

WHEREAS, CHRISTOPHER FERRARO, commenced an action seeking a divorce in the Supreme Court, State of New York, County of Suffolk, referenced by Index No. 08462/10;

NOW, in consideration of the premises and mutual covenants, promises and agreements hereinafter contained, the parties hereby agree to all of the terms as follows:

SN Wife's Initials

CF Husband's Initials

1. Upon the mutual execution of the agreement herein, Christopher Ferraro will file a Notice of Discontinuance of the pending divorce action referenced above. Said document will be filed with the Supreme Court, Suffolk County and thereafter a copy will be forwarded to Sandra Nance at the address referenced above.

2. The parties acknowledge the existence and validity of a Prenuptial Agreement, dated January 15, 2010. The parties further acknowledge that the terms and conditions contained therein shall be adhered to by the parties and in the event of divorce, the terms and provisions of the Agreement shall merge in any such divorce judgment and shall cease to exist as an independent contractual source of the rights and obligations of the parties. The parties Prenuptial Agreement, dated January 15, 2010, is annexed hereto as Schedule "A."

3. The parties agree to cooperate in taking the necessary action for purposes of amending the parties' son's name from EVAN DANIEL FERRARO to EVAN NANCE FERRARO.

4. Each party shall pay for his or her own attorney's fees and other legal expenses incurred in connection with any matrimonial action now pending and any action currently pending regarding the issues of custody and visitation.

5. The parties shall each be responsible for any debts or obligations incurred in his or her own name since the date of the parties marriage.

6. This Stipulation shall not be invalidated or otherwise affected unless the parties have executed and acknowledged a written statement expressly setting forth that they are canceling, modifying or amending this Agreement or any individual paragraphs contained herein. This Stipulation shall not be invalidated or otherwise affected by any decree or judgment made in any Court in any pending or future action or proceeding between the parties.

LN

Wife's Initials

CF

Husband's Initials

AA00070

7. The terms of the parties' settlement pertaining to the issue of custody and visitation of the parties' son currently known as EVAN DANIEL FERRARO shall be set forth in a separate agreement. Upon execution of said custody/visitation agreement, each party agrees to withdraw their respective custody actions currently pending in the State of New York, Nassau County and the State of Nevada, Clark County.



SANDRA NANCE



CHRISTOPHER FERRARO

STATE OF NEVADA)

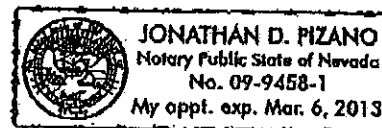
)SS.:

COUNTY OF CLARK)

On this 14th day of December 2010, before me the undersigned, personally appeared SANDRA NANCE, known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on her own behalf, and that by her signature on the instrument, the individual executed the instrument



NOTARY PUBLIC




STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On this 14th day of December 2010, before me the undersigned, personally appeared CHRISTOPHER FERRARO, known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on her own behalf, and that by her signature on the instrument, the individual executed the instrument.



NOTARY PUBLIC

LANCE D. SIMON
Notary Public, State of New York
No. 02SI6229510
Qualified in Suffolk County
Commission Expires October 12, 2014

SN Wife's Initials

CF Husband's Initials

AA00071

AFFIDAVIT OF CHRISTOPHER FERRARO

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

CHRISTOPHER FERRARO, being first duly sworn, according to law, deposes and says that I am the individual described as the "Husband" in the foregoing instrument and makes this Affidavit in acknowledgment thereof.

1. That I have read this Settlement Agreement, word for word, paragraph by paragraph.
2. That I understand its contents.
3. That I understand and appreciate the legal effect of my signature to this Separation Agreement.
4. That this Settlement Agreement completely and perfectly expresses my understanding of the terms of the settlement which I have arrived at with my Wife.
5. That this Settlement Agreement expresses the entire understanding and Agreement between myself and my Wife, without any secret promises or other agreements or inducement, not therein expressed or stated.
6. That my assent to this Settlement Agreement was reached after meaningful and thorough deliberation and after consultation with counsel.
7. That my execution of this Settlement Agreement is of my own free act and deed.
8. That this Settlement Agreement is not the result of any collusion between myself and my Wife or between myself and any third person or persons.

Wife's Initials

CF Husband's Initials

AA00072

9. That rather than proceed to try all issues including equitable distribution, child support, maintenance, and allocation of debt, I have chosen to enter into the foregoing Settlement Agreement.

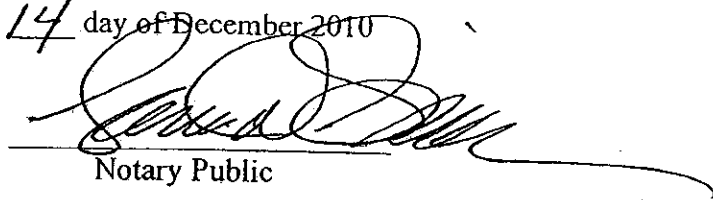
10. That neither the property settlement arrived at between me and my Wife, nor my signing and acknowledging of the foregoing Settlement Agreement was occasioned, brought about or influenced by the use of any duress, coercion or undue influence practiced, brought or exercised upon me in any matter by any person whomsoever.

11. That I am not under the influence of any drugs or alcohol.


CHRISTOPHER FERRARO

Sworn to before me this

14 day of December 2010


Notary Public

LANCE D. SIMON
Notary Public, State of New York
No. 02SI6229510
Qualified in Suffolk County
Commission Expires October 12, 2014

Wife's Initials

CF Husband's Initials

AA00073

AFFIDAVIT OF SANDRA NANCE

STATE OF NEVADA)

) ss.:

COUNTY OF CLARK)

SANDRA NANCE, being first duly sworn, according to law, deposes and says that I am the individual described as the "Wife" in the foregoing instrument and makes this Affidavit in acknowledgment thereof.

1. That I have read this Settlement Agreement, word for word, paragraph by paragraph.
2. That I understand its contents.
3. That I understand and appreciate the legal effect of my signature to this Stipulation of Settlement.
4. That this Settlement Agreement completely and perfectly expresses my understanding of the terms of the settlement which I have arrived at with my Husband.
5. That this Settlement Agreement expresses the entire understanding and Agreement between myself and my Husband, without any secret promises or other agreements or inducement, not therein expressed or stated.
6. That my assent to this Settlement Agreement was reached after meaningful and thorough deliberation and after consultation with counsel.
7. That my execution of this Settlement Agreement is of my own free act and deed.
8. That this Settlement Agreement is not the result of any collusion between myself and my Husband or between myself and any third person or persons.

lp

Wife's Initials

Husband's Initials

AA00074

9. That rather than proceed to try all issues including equitable distribution, child support, maintenance, and allocation of debt, I have chosen to enter into the foregoing Stipulation of Settlement.

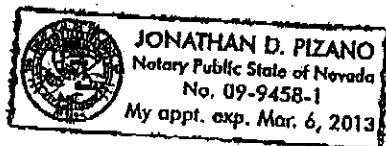
10. That neither the property settlement arrived at between me and my Husband, nor my signing and acknowledging of the foregoing Stipulation of Settlement was occasioned, brought about or influenced by the use of any duress, coercion or undue influence practiced, brought or exercised upon me in any matter by any person whomsoever.

11. That I am not under the influence of any drugs or alcohol.


SANDRA NANCE

Sworn to before me this
14 day of December 2010


Notary Public





Wife's Initials

Husband's Initials

AA00075

SCHEDULE A

PRENUPTIAL AGREEMENT

This Prenuptial Agreement (Agreement) is made and entered into as of this 15th day of January, 2010, by and between Christopher Ferraro (hereinafter, Chris) and Sandra Nance (hereinafter Sandra), in contemplation and consideration of their respective circumstances and forthcoming marriage.

WHEREAS,

A. Sandra and Chris presently live in Clark County, State of Nevada, and plan to relocate to New York in the near future;

B. The parties desire by this Agreement to define and fix the rights they shall have in property now owned or hereafter acquired by either or both of them;

C. The parties acknowledge that each of them now has separate property.

Sandra owns the following separate property and debt:

- Beneficiary of trust funds, currently receiving no income.

Chris owns the following separate property and debt:

- 25% interest in commercial property in Montauk, NY on Montauk Highway.
- \$65,000 in cash
- \$284,000 held in Morgan Stanley Investments
- \$23,000 annuity in Morgan Stanley Investments

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- 401K account, approximate value, \$30,000
- Whole Life Insurance Policy through the National Hockey League, current value unknown

D. Sandra and Chris have agreed to enter into a binding agreement, setting forth with absolute specificity what each party shall receive in the way of property and alimony. NOW THEREFORE, in light of these factors, the parties hereto, in accordance with the laws of the State of Nevada, agree to be forever bound as follows.

I. The parties recognize that under Nevada law, if the separate property of either spouse increases in value during the marriage, and the increase in value is attributable, in whole or in part, to the services of the owner spouse (or possibly the non-owner spouse) during the marriage, the community may be entitled to participate in the increased value of the separate property.

II. The parties also recognize that, under Nevada law, the earnings of either spouse from the performance of services or employment after marriage would, in the absence of this Agreement, all earnings of either spouse shall be deemed community in nature.

III. Any improved property shall be and remain exclusively, the separate property of the party owning it, and there shall be no apportionment of title between separate and community property.

IV. If the separate funds of one of the parties are utilized to improve, maintain, pay taxes or insurance on or make payments

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(including principal and interest) on loans encumbering an item of the other's separate property, the party owning the benefited separate property shall not have any obligation to reimburse the other from their separate funds for the amount so utilized. The benefited property itself, and all income therefrom, appreciation thereon and proceeds therefrom, shall be and remain exclusively the separate property of the party owning it and there shall be no apportionment of interest or title between the two parties (except as may be otherwise specifically provided herein).

V. Except as otherwise specifically provided herein, each of the parties shall be responsible for, out of his or her separate property, and shall hold the other harmless from and indemnify him or her against, all debts incurred by that party prior to or after their marriage and all obligations of that party arising from any fact, matter or thing, including, but not limited to, the commission of any torts and the filing of tax returns, occurring prior to or after the date of their marriage.

VI. The parties expressly intend and agree that there shall not be and there shall not be found to have been any transmutation of either party's separate property into any other form of property (community or otherwise), and there shall not be and there shall not be found to have been any gift by one party to the other or by the community to one of the parties or to the community by either of them except only by a writing which specifically declares that

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the transmutation or gift is intended and which is signed by the party or parties whose property is alleged to have been transmuted or who is alleged to have made the gift or except as otherwise specifically provided herein. However, this paragraph shall not apply to a gift between the parties of clothing, wearing apparel, jewelry or other tangible items of a personal nature that is used solely or principally by the party to whom the gift is made and that is not substantial in value, taking into account the circumstances of the marriage.

VII. If either party invests in or purchases any business with his or her separate property, income, efforts, or any combination of property and income after the marriage, the business and all value there of shall be deemed to be community property and will be equally divided between the parties.

VIII. If any time after the marriage, one party devotes his or her time or efforts to managing or investing his or her estate or establishes with his or her separate property a business engaged in or devoted to investment of his or her funds, any increase in the value of his or her separate property, resulting from his or her efforts (or otherwise), and the "investment business" or any increase in the value thereof shall be and remain his or her sole and separate property, and neither the other party nor the community shall be entitled to any interest therein.

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CMF

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IX. Any and all proceeds from contributions made relating to employment before the date of marriage and contributions made subsequent to the date of marriage on behalf of either party hereto by that party or his or her employer to any pension or profit sharing or retirement plans of any kind and the earnings thereon shall be and remain the sole and separate property of the party on behalf of whom the contributions were made.

X. Both Sandra and Chris will not waive any issues with respect to alimony by signing this agreement.

XI. Each party shall and will, whenever necessary, execute and deliver to the other any and all written instruments, releases and evidences of title that are, or in the future may become, necessary to carry out the terms and intent of this Agreement, as and when requested by the other party.

XII. In the event that either party desires to convey or encumber any property which is his or her sole and separate property, the non-owner will, on request, join in such conveyance or encumbrance by quitclaim deed or otherwise, where required by the encumbrancer, title company or grantee, provided that such other party is not required to execute any documents obligating him or her to pay any monies. In the event either party fails or refuses to execute and deliver any such instruments, releases, evidences of title or conveyances upon five (5) days written notice and request for same, then the other party is hereby authorized and

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CMF

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empowered and granted power of attorney to execute such documents in his or her name and to perform all acts in his or her name which are necessary and proper to carry out the terms and intent of this Agreement.

XIII. In the event that either of the parties files and prosecutes to conclusion an action for the dissolution of their marriage, upon the effective date of such dissolution:

1. Each party shall be entitled to fifty percent (50%) of the assets and properties of the community (if any) and shall be liable for fifty percent (50%) of the debts associated with the community property, such assets and liabilities to be valued as of the date of filing a petition for dissolution of the marriage. If it can be shown that an outstanding community debt went to benefit one of the parties, then that debt shall be born solely by the party incurring the benefit.

2. The parties shall be liable for all of his or her own costs and expenses in prosecuting or defending such a divorce action, including without limitation attorneys' and accountants' fees in connection therewith, and including all fees and costs associated with any litigation concerning the enforceability of this Agreement.

XIV. Except as otherwise specifically provided in this Agreement, each party waives, releases, and renounces any claim to, or right or interest in, property, inheritance, or succession or

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CMF

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SLN

representation that might otherwise follow the death of the other, including: community property; family allowance; probate homestead; dower or its statutory equivalent in the state or county in which either dies, domiciled or owns property; election to take against the will of the other; right to act as executor or administrator; and right to intestate succession.

XV. This Agreement shall not preclude one party from bequeathing or devising property to the other by a will executed after the date of this Agreement, nor shall it constitute a waiver of such bequest or devise. In addition, either party may act as executor or administrator of the estate of the other if so designated in a will executed after the date of this Agreement.

XVI. This agreement shall not preclude either party from asserting the rights of that party specified elsewhere in this Agreement and any such assertion against the estate of the other party shall not be deemed to constitute a "will contest" so as to cause disinheritance of the contesting party.

XVII. Furthermore, notwithstanding any provision of this Agreement to the contrary, each party agrees that, in the event he predeceases the other party at a time when the parties are married and living together and not separated, the surviving party shall be entitled to petition the probate court in which the deceased party's estate is being administered (or which otherwise has or would have jurisdiction over such estate) for the following

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benefits, none of which, if granted, shall be chargeable against the survivor's share of such estate, if any:

a) A living allowance to meet the survivor's reasonable needs for support, care and maintenance, if a need exists, and

b) The right to reside in the residence used by the parties as their principal residence immediately prior to the death of the decedent, so long as all expenses, including the mortgage, are kept current.

Any such benefit granted to the survivor shall terminate on the earlier of (i) twelve (12) months after the decedent's death, or (ii) closing of the probate of the decedent's estate.

XVIII. Nothing contained herein shall be or be deemed to constitute a waiver by either party of bequests or devises to such party specifically provided for in the will of the other executed subsequent to the date of this Agreement, but neither party represents that such bequests or devises will be made.

XIX. Nothing contained in this Agreement is intended to or shall constitute a waiver by either party of any money or property to which he or she may be entitled under a beneficiary designation (e.g., with respect to a life insurance policy, pension plan, or otherwise) executed by the other subsequent to the date of this Agreement, but neither party represents that he or she will name

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the other as his or her beneficiary, except as otherwise provided herein.

XX. Nothing contained in this Agreement shall be construed as absolving either party of the statutory obligation to support the other during marriage or as affecting in any way the obligation to support any children of the marriage should there be any.

XXI. The parties specifically acknowledge that at the present time, each of them is a resident of Nevada and that they plan to reside in Nevada after they are married. However, they recognize that during the course of their marriage, they may elect to establish residency in some other jurisdiction, and/or that either may acquire property in some other jurisdiction, or jurisdictions.

~~It is the intention of the parties that this Agreement shall be construed under and by virtue of the laws of the State of Nevada, regardless of the occurrence of any of the aforesaid events relating to residency or acquisition of property in some other jurisdiction.~~ It is their intention that at all times, this Agreement be construed under and by virtue of the laws of the State of Nevada, regardless of the occurrence of any of the aforesaid events relating to residency or acquisition of property in some other jurisdiction.

XXII. In the event that the parties hereto separate, with or without the filing of a petition for legal separation and/or dissolution of their marriage, the parties agree that the earnings of each of the parties shall after such separation, constitute their sole and separate property and the debts thereafter incurred shall be the sole liability of the party incurring same. Each party's respective income regardless of a separation shall remain

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their separate property so long as they maintain their income in separate accounts. Monies deposited into joint accounts and joint holdings shall become community property unless title states otherwise. All property will take the form of its title.

XXIII. In order to avoid any potential misunderstanding between the parties hereto, the parties fully, completely, and specifically recognize, understand and agree that among other things, and among other occurrences, this Agreement shall apply not only to the parties while married to each other, but upon the death of either party, or upon the legal separation of the parties and/or upon the dissolution of their marriage.

XXIV. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations and agreements and may not be modified or changed except by a writing, signed by both parties, expressly declaring that said writing is changing or modifying this Agreement. Each party acknowledges that the other has not made any representations or promises to him or her other than those contained herein.

XXV. This Agreement shall be binding upon the parties and their heirs, executors, administrators and assigns.

XXVI.n/a

XXVII. The parties have entered into this Agreement freely and voluntarily and without duress or coercion of any kind. This Agreement shall be deemed to have been drafted jointly by the

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parties and shall not be construed against either party because of such drafting.

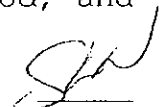
XXVIII. Each of the parties recognizes that he or she has had the opportunity to be represented by legal counsel in the negotiation and execution of this Agreement, and that each party is executing this Agreement of his and her own free will and without promise or threat from any person.

XXIX. This Agreement is made and entered into under the laws of the State of Nevada, and it shall be construed in accordance with and governed exclusively by the laws of the State of Nevada.

XXX. This Agreement is entered into in consideration of marriage, and its effectiveness is expressly conditioned upon such marriage between the parties actually taking place; and if, for any reason, the marriage does not take place, this Agreement will be of no force or effect.

XXXI. The parties acknowledge that notwithstanding their present relationship, they are not at this time married and that no confidential or fiduciary relationship exists between them. They further specifically acknowledge that they have not heretofore acquired any jointly owned property, community property, quasi-community property, or any joint rights or community rights with each other. Both parties further acknowledge that they have never agreed that any joint or community or other property rights would ever be acquired or accumulated during any premarital period, and


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each party acknowledges and agrees that he or she has not acquired any rights in the property of the other by reason of any fact, matter or thing occurring or accruing prior to the execution of this Agreement. The parties expressly agree that all items listed in Section AC@ above are the sole and separate property of Sandra and Chris as delineated. The parties recognize that the disclosure of their property as contained above need not be absolutely precise, but may be, and is approximate only.

XXXII. The filing by either party or both parties after marriage of any and all federal and state tax returns, of any kind or nature, shall in no way constitute any change, modification, amendment or alteration of this Agreement; nor shall the same be evidence that any party has changed his or her intention from that expressed in and consistent with the terms and provisions of this Agreement. The execution or contents of any wills or codicils or beneficiary designations by either of the parties, at any time, shall not, in any way, modify, change, alter, or amend this Agreement, or be used to construe the same.

XXXIII. Each part of this Agreement shall be severable from every other part of this Agreement, and a determination that any part or parts of this Agreement are void or for any reason not enforceable shall not affect the validity and enforceability of any other part or portion of this Agreement.

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XXXIV. No act by either party, except as provided hereinabove, and no agreement shall alter this premarital Agreement, unless the said agreement is in writing and expressly states that it is amending, altering, or changing this specific document and is signed by both parties.

XXXV. Except as otherwise provided expressly in this Agreement, any property acquired during marriage which would, under the laws of Nevada, be the separate property of the party acquiring it, shall be and remain the sole and separate property of that party, together with the rents, issues, profits, appreciation and accumulations thereon.

XXXVI. The property description above is primarily to identify those assets and obligations which each party currently has in order to eliminate future disputes between the parties concerning the properties held by either of them at the date of marriage. Neither party is relying upon this description in entering into this Agreement or into the marriage. Should it be determined at some future time by either party that there were assets of the other party not included in the disclosures set forth, such absence shall, in no way, manner or form, affect the validity of this Agreement, nor shall it preclude the party from asserting at a later date that the omitted property is his or her separate property. The parties acknowledge that, pursuant to NRS 123A.080(1)(c), each party voluntarily and expressly waives, by

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this writing, any right to disclosure of the property or financial obligations of the other party beyond property and financial obligations disclosed in this prenuptial agreement, and each party expressly and voluntarily acknowledges that he or she has, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other party.

XXXVII. The parties acknowledge that neither of them is relying on any warranty or representation, expressed or implied, made by the other, or by an agent, employee or attorney of the other, in entering into this Agreement or into the marriage.

XXXVIII. The fact that the parties may at any time or from time to time live in different cities shall not be construed to mean that they are not living together so long as they are seeing on another regularly and living in marital harmony and so long as neither has formulated the intention to live permanently separate and apart from the other.

DATED: 1/15/10


SANDRA NANCE

DATED: 1/15/10


CHRIS FERRARO


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ACKNOWLEDGMENT

STATE OF NEVADA

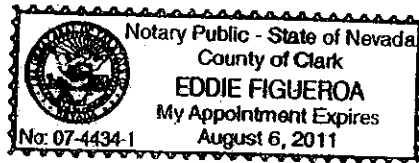
COUNTY OF CLARK

)
) ss:
)

On this 15th day of JANUARY, 2010, before me the undersigned Notary Public in and for said County and State, personally appeared, Sandra Nance, known to me to be the person described in and who executed the forgoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal.

NOTARY PUBLIC



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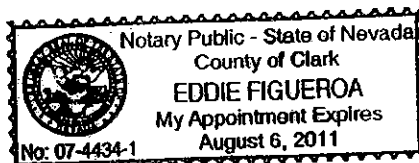
ACKNOWLEDGMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 15th day of January, 2010, before me the undersigned Notary Public in and for said County and State, personally appeared, Chris Ferraro, known to me to be the person described in and who executed the forgoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal.

Eddie Figueroa
NOTARY PUBLIC



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ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of Nevada; that he has been employed by and compensated by Chris Ferraro in the execution of this prenuptial agreement; that he has advised and consulted with him in connection with his property and support rights and has fully explained to him the legal effect of the foregoing prenuptial agreement; that, after being duly advised by the undersigned, he acknowledged to the undersigned that he understood the legal effect of the foregoing prenuptial agreement, and he executed the prenuptial agreement freely and voluntarily.

Dated this 15 day of January, 2010.



Ethan M. Kottler, Esq.
Attorney for Chris E. Ferraro

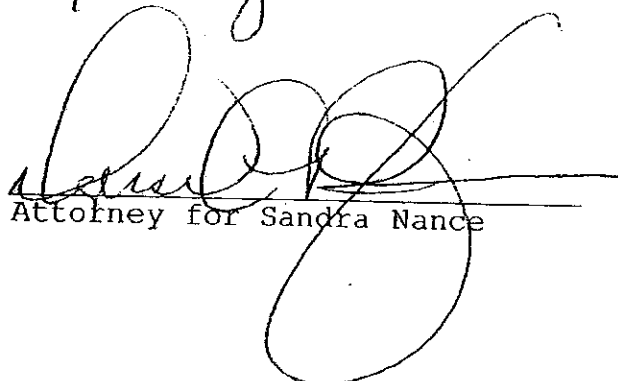

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ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of Nevada; that he has been employed by and compensated by Sandra Nance the execution of this prenuptial agreement; that she has advised and consulted with him in connection with his property and support rights and has fully explained to her the legal effect of the foregoing prenuptial agreement; that, after being duly advised by the undersigned, she acknowledged to the undersigned that she understood the legal effect of the foregoing prenuptial agreement, and he executed the prenuptial agreement freely and voluntarily.

Dated this 15th day of January, 2010.



Attorney for Sandra Nance

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Location : Family Courts Images Help

REGISTER OF ACTIONS

[CASE No. D-10-426817-D](#)

Sandra Lynn Nance, Plaintiff vs. Christopher Michael Ferraro, Defendant.

§
§
§
§
§
§

Case Type: **Divorce - Complaint**
Subtype: **Complaint Subject Minor(s)**
Date Filed: **03/15/2010**
Location: **Department F**
Cross-Reference Case Number: **D426817**

RELATED CASE INFORMATION

Related Cases

D-09-409606-C (Linked - 1J1F)

PARTY INFORMATION

Defendant **Ferraro, Christopher Michael**
54 Hempstad DR
Sound Beach, NY 11789

Lead Attorneys
Shannon R. Wilson
Retained
702-385-2500(W)

Plaintiff **Nance, Sandra Lynn** Female
11220 Hedgemont AVE
Las Vegas, NV 89138

Pro Se

Subject Minor **Nance, Evan Daniel** Male

EVENTS & ORDERS OF THE COURT

11/21/2011 [All Pending Motions](#) (1:30 PM) (Judicial Officer Giuliani, Cynthia N.)

Minutes

11/21/2011 1:30 PM

- DEFT'S MOTION TO REHEAR/RECONSIDER THE OCTOBER 12, 2011 CASE MANAGEMENT HEARING OR SET ASIDE THE ORDERS ISSUED AT THE HEARING; TO CLARIFY THE PARTIES' CUSTODY ARRANGEMENT; THAT THE COURT DIVORCE THE PARTIES AT THE HEARING OF THIS MOTION OR SET THIS MATTER FOR A TRIAL; CLARIFYING THE DEFT'S VISITATION UNDER THE PARTIES' STIPULATED SETTLEMENT AGREEMENT; CLARIFYING THE PARTIES' CUSTODY ARRANGEMENT UNDER THE STIPULATED SETTLEMENT AGREEMENT; ORDERING THE PLTF TO PAY ONE-HALF OF THE COST FOR THE OUTSOURCED PSYCHOLOGICAL EVALUATION FOR THE MINOR CHILD; FOR DEFT'S ATTY'S FEES AND COSTS INCURRED HEREIN; AND RELATED MATTERS...PLTF'S OPPOSITION AND COUNTERMOTION FOR MODIFICATION OF VISITATION, PROTECTIVE ORDER OR BEHAVIOR ORDER, SETTING MATTER FOR TRIAL, ORDER NUNC PRO TUNC, ATTY'S FEES & COSTS AND SANCTIONS Court called the case then reviewed the issues. Court advised the parties and counsel it had read all the documents and the emails. Court acknowledged receipt of Defendant's Reply and it's review. Discussion regarding the high conflict between the parties and the child's welfare. Argument by Mr. Goodman regarding the motion issues. Argument by Mr. Roys in rebuttal and for the Countermotion issues. Further argument and discussion. COURT stated it's FINDINGS then ORDERED, DR. JOHN PAGLINI shall PERFORM the CHILD

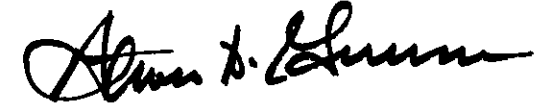
CUSTODY EVALUATION. The parties shall CALL his OFFICE WITHIN 24 HOURS to make the APPOINTMENT for the evaluation. The RETURN HEARING for the CUSTODY EVALUATION REPORT, calendared for JANUARY 24, 2012 at 10:00 A.M., shall STAND. DR. PAGLINI shall CONTACT CHAMBERS if he is UNABLE to COMPLETE the EVALUATION REPORT in time for the RETURN HEARING. The parties shall share JOINT LEGAL and JOINT PHYSICAL CUSTODY. Pending the CUSTODY EVALUATION, DEFENDANT shall receive HOLIDAY VISITATION with the child IN NEW YORK. DEFENDANT shall have the child from DECEMBER 11 through 25, 2011. The parties shall COMMUNICATE through the internet website known as "OUR FAMILY WIZARD". The parties shall have their accounts SET UP by FRIDAY, NOVEMBER 25, 2011. There shall be NO DIRECT COMMUNICATION between the parties, EXCEPT in case of an EMERGENCY. All regular COMMUNICATION shall TAKE PLACE through the website. The parties are ADMONISHED to CALL CHILD PROTECTIVE SERVICES (CPS) if they believe the CHILD is being HARMED. DEFENDANT'S NAME shall be ADDED to the CHILD'S THERAPIST'S RECORDS to allow him to OBTAIN INFORMATION about the child's progress in therapy. PLAINTIFF shall CALL the THERAPIST'S OFFICE by 5:00 P.M. TODAY, NOVEMBER 21, 2011. PLAINTIFF shall MAKE SURE Defendant's NAME is on the child's DAYCARE and DOCTOR RECORDS to allow his ACCESS to the child's INFORMATION. DEFENDANT shall PREPARE and FILE a FINANCIAL DISCLOSURE FORM (FDF) by NOVEMBER 28, 2011 then SERVE IT to the opposing side. The parties shall CO-PARENT for the BEST INTERESTS of the child. The parties are referred to the COOPERATIVE PARENTING CLASSES through the University Of Nevada Las Vegas (UNLV). The parties shall be ALLOWED to TAKE the CLASSES ONLINE at www.parentsinconflict.com. BOTH parents shall receive VIDEO CONTACT with the child when he is with the other parent through the internet website known as "SKYPE". The "SKYPE" contact shall take place 3 DAYS PER WEEK on MONDAYS, WEDNESDAYS and SATURDAYS. When the child is IN NEW YORK with Defendant the contact shall TAKE PLACE AT 5:00 P.M. NEVADA time, 8:00 P.M. NEW YORK time. When the child is in LAS VEGAS, the contact shall TAKE PLACE at 7:00 P.M. NEVADA time and 10:00 P.M. NEW YORK time. The parties shall either STRUCTURE an AGREEMENT or BRING the APPROPRIATE MOTION before the Court to HYPHENATE the child's SURNAME. The issues of the PAYMENT for the EVALUATION and CHILD SUPPORT shall be HELD IN ABEYANCE pending receipt of DEFENDANT'S FDF. Absolute DECREE Of Divorce is GRANTED. PLAINTIFF shall PREPARE and FILE an AFFIDAVIT OF RESIDENT WITNESS. The parties are ADMONISHED NOT TO REMARRY until they have received a CONFORMED, "FILED" STAMPED COPY of the DECREE OF DIVORCE. Mr. Roy shall PREPARE the DECREE OF DIVORCE. Mr. Goodman shall REVIEW the DECREE Of Divorce as to form and content then SIGN OFF. Mr. Goodman shall PREPARE the post hearing ORDER. Mr. Roy shall REVIEW the ORDER as to form and content then SIGN OFF.

[Parties Present](#)[Return to Register of Actions](#)

ORIGINAL

Margaret Pickard PLLC

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11/30/2012 09:37:15 AM



CLERK OF THE COURT

1 SAO
2 Margaret E. Pickard, Esq.
3 Nevada Bar No. 11855
4 NevadaMediator@gmail.com
5 10120 S. Eastern Avenue, Suite 200
6 Henderson, Nevada 89052
7 (702) 595-6771 (phone)
8 (702) 605-7321 (fax)

Parenting Coordinator

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

SANDRA LYNN NANCE,

Plaintiff,

vs.

CHRISTOPHER MICHAEL FERRARO,

Defendant.

CASE NO.: D-10-426817-D
DEPT. NO.: K

STIPULATION AND ORDER
RE: PARENTING PLAN

The parties, SANDRA NANCE, hereafter "Mother", appearing *pro per*, and CHRISTOPHER FERRARO, hereafter "Father", represented by his attorney of record, Ross C. Goodman, Esq., of the Goodman Law Group, are the parents of EVAN DANIEL FERRARO (born September 30, 2008). Issues have arisen with respect to the current child custody provisions and the parties have met through Parenting Coordination, with Margaret E. Pickard, Esq., Special Master/Parenting Coordinator, to resolve these pending issues. The parties agree that the stipulated provisions shall supersede prior Orders in so far as they are inconsistent with the provisions set forth herein.

Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials [Signature]

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DISTRICT COURT
DEPT K

1 The parties hereby represent and agree that the provisions set forth below outline a plan that is
2 in the best interest of their minor child.

3
4 1. **Legal Custody:** The parties shall share joint legal custody of their minor child. The
5 term "legal custody" shall entail the following:
6

7 1.1 *Cooperative Parenting:* Each parent will consult and cooperate with
8 the other in substantial questions relating to religious upbringing, educational
9 programs, significant changes in social environment, and health care of the child.

10 1.2 *Access to Records:* Each parent will have access to medical and school
11 records pertaining to their child and be permitted to independently consult with any
12 and all professionals involved with them.
13

14 1.3 *Schools and Care Providers:* All schools, day care providers, and
15 counselors will be selected by the parents jointly. In the event the parties cannot agree
16 to the selection of a school, the child will be maintained in the present school pending
17 mediation and/or further court order.
18

19 1.4 *Health Care Providers:* The parents shall jointly select all health care
20 providers for the child, including all medical providers, dentists, or orthodontists,
21 optical care providers, psychological counselors and mental health providers, and
22 neither parent shall seek non-emergency health care for the child without the
23 knowledge and consent of the other.
24

25 1.5 *Emergency Health Care:* Each parent will be empowered to obtain
26 emergency health care for the child without the consent of the other parent. Each

27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials [Signature]
28

parent will notify the other parent as soon as reasonably possible as to any illness requiring medical attention or any emergency involving the child.

1.6 *Exchange of Information:* Each parent will provide the other parent, upon receipt, with any information concerning the care, education, or activities of the child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the child; samples of school work; order forms for school pictures; all communications from health care providers and the names, addresses, and telephone numbers of all schools, health care providers, regular day care providers, and counselors.

1.7 *Events:* Each parent will advise the other parent of school, athletic, religious, and social events in which the child participates, and each agrees to notify the other parent within a reasonable time after first learning of the future occurrence of any such event so as to allow the other parent to make arrangements to attend the event if he or she chooses to do so. Both parents may participate in all such activities with the child, including, but not limited to, such activities as open house, attendance at all school and religious activities and events, athletic events, school plays, graduation ceremonies, school carnivals, and any other events involving the child.

1.8 *Extracurricular Activities:* The parents will consult with each other regarding any extracurricular activity which might affect the child's access to the other parent. If both parents agree to enter the child in a specific activity, the fees for recreation programs, artistic, musical or athletic lessons, etc. will be equally divided

Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SO

1 between the parties. If a parent chooses to enroll the child in an activity without the
2 prior agreement of the other parent, and such activity does not affect the other parent's
3 access to the child, then the parent who enrolled the child in such activity will be
4 solely responsible for payment of any costs associated with such activity. In the event
5 the parties are not able to reach agreement on the child's activities, each parent may
6 determine, at his/her sole discretion, the extracurricular activities that the child will
7 participate in during his/her respective residential time.
8

9 1.9 *Residential Information:* Each parent will provide the other parent with
10 the address and telephone number at which the minor child resides, and to notify the
11 other parent within ten (10) days prior to any change of address and provide the
12 telephone number of such address change as soon as it is assigned.
13

14 1.10 *Travel Information:* Each parent will provide the other parent with a
15 travel itinerary and telephone numbers at which the child can be reached whenever the
16 child is outside of the Las Vegas metropolitan area or the New York metropolitan area
17 for a period of one (1) night or more.
18

19 1.11 *Liberal Communication:* The parents will encourage liberal
20 communication between the child and the other parent. Each parent will be entitled to
21 reasonable telephone communication with the child; and each parent agrees that he or
22 she will not unreasonably interfere with the child's right to privacy during such
23 telephone conversations.
24

25
26
27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SD
28

1.12 *Child's Clothing and Belongings:* Neither parent will interfere with the right of the child to transport their clothing and personal belongings freely between the parents' respective homes.

1.13 *Direct Communication:* The parents agree to communicate directly with each other regarding the needs and well-being of their child, and each parent further agrees not to use the child to communicate with the other parent regarding parental issues.

1.14 *Parental Relationships:* Neither parent will disparage the other in the presence of the child, nor will either parent make any comment of any kind that would demean the other parent in the eyes of the child. Additionally, each parent agrees to instruct their respective family and friends that no disparaging remarks are to be made regarding the other parent in the presence of the child. The parents will take all action necessary to prevent such disparaging remarks being made in the presence of the child, and will report to each other in the event such disparaging remarks are made.

2. *Physical Custody:* The parties shall share joint physical custody of the minor child, with the child to reside with the Mother subject to the following parental timeshares by the Father:

2.1 *Father's Residential Timeshare:* Until such time as the Father permanently relocates to the Las Vegas, Nevada area, the parties shall maintain a monthly schedule which permits the Father to exercise his timeshare for a ten (10) day uninterrupted period at the end of each month with the parties' minor child. The Fathers' timeshare period shall begin upon the release of the child's schooling program on
Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials [Signature]

1 the third Friday of each month and continue for a period of ten (10) days, when the Father
2 will return the child to school before the first morning bell. If the parties' child is not in
3 school or school is otherwise not in session, the Father's timeshare will begin on Friday at
4 3:00 p.m. or upon mutual written agreement (via email) of the parties, when the Father
5 shall pick the child up from a neutral location and continue for ten (10) days, when he
6 shall return the child to the Mother at a neutral location at 9:00 a.m., or upon mutual
7 written agreement (via email) of the parties.
8

9 2.1.1 *Exchange Location:* The parties agree that all exchanges shall occur
10 through the child's schooling program, when possible, if the Father exercises his
11 timeshare in the Las Vegas area.

12 2.1.2 *Exchange Parties:* The parties may mutually agree, in writing that a
13 third party, who is known to both parties and the child, may conduct the exchange on
14 either parent's behalf. The designating party will provide a request in writing at least 48
15 hours' prior to the exchange time; the request will include the name of the individual to
16 conduct the exchange and the other party will send a written acceptance or denial at least
17 24 hours before the exchange. Neither party may unilaterally appoint a third-party to
18 conduct the exchange without the other party's written consent.
19

20 2.1.2 *New York Visits:* The parties agree that the Father may exercise his
21 residential time with the minor child in New York until the child begins Kindergarten in
22 the Clark County School District. At that time, all regular timeshares less than three (3)
23 days will occur in Las Vegas. For regular timeshares that are four (4) days or more, the
24 Father's timeshare may occur in New York at the Father's election and expense.
25
26

27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SN
28

1 2.1.2.1 *Transportation Costs:* The parties agree that if the
2 Father elects to exercise his timeshare in New York, he will be solely
3 responsible for all transportation expenses. The Mother will be
4 responsible for transporting the minor child to the McCarran Airport two
5 hours before the scheduled departure flight and will accompany the child
6 to the departure gate. Upon the child's return, the Mother will be
7 responsible for meeting the child at the arrival gate in a timely manner. In
8 the event the child experiences extreme emotional outbursts at the airport,
9 the exchanges shall occur through the child's school, upon the release of
10 school.
11

12 2.1.2.2 *Exchange Time for New York Visits:* The parties
13 agree that they will be flexible regarding the exchange times for the
14 Father's New York visits in order to facilitate Evan's availability for flight
15 itineraries. The Father will provide the Mother not less than 14 days'
16 written notice of the flight arrival and departure times in order to allow the
17 Mother to coordinate the drop-off and pick-up transportation for Evan.
18 The schedules will be coordinated as close as practical to the exchange
19 times listed in 2.1 above.
20

21 2.1.2.3 *Behavioral Milestones:* The parties agree that
22 during the monthly 10-day visits in New York [which may occur until the
23 child begins elementary school in the Fall of 2013] Evan will achieve and
24 maintain appropriate behavioral milestones, including appropriately
25 engaging in Skype calls with both parents, appropriately transitioning
26

27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SN
28

1 between both parent's homes, and appropriate sleeping arrangements for
2 each parent's home, including but not limited to, Evan sleeping in his own
3 bed without either parent and/or their partners. Both parents consent to
4 have the child interviewed by a child interviewer designated by the
5 Parenting Coordinator, in the event the child experiences inappropriate
6 behavioral outbursts before or after either parents' timeshare. The Father
7 shall be responsible for all costs associated with such interviews.
8

9 2.1.2.4 *Default Reduction in Time:* In the event that the
10 child does not meet the behavioral milestones noted above, the Father shall
11 have the right to exercise regular monthly 7-day visits in New York, in
12 accordance with Dr. Paglini's March 26, 2012 Custody Evaluation
13 Recommendation, until such time as the Parenting Coordinator
14 recommends that it is appropriate for the 10-day monthly visits to resume.
15

16 2.3 *Holiday/Summer Timeshare:* The parties agree to share holiday and
17 summer timeshare periods pursuant to the *Nance/Ferraro Timeshare and Holiday*
18 *Schedule Agreement* set forth on the attached schedule, Exhibit 1. The holiday
19 schedule shall take precedence over the regularly scheduled timeshare.
20

21 2.4 *Skype Visitation:* Both parents shall have regular communication
22 with Evan while he is in the other parent's care. Communication will occur via video
23 telephone system (e.g., Skype), when available; in the event a video telephone system is
24 not available, the communication shall occur via telephone. The Skype conversations shall
25 occur three (3) days per week, on Mondays, Thursdays, and Saturdays at 8:30 p.m. in the
26 time zone where the child is located.

27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials [Signature]
28

1 2.4.1 *Behavioral Problems:* The parties agree that the residential
2 parent will support the calling party's relationship and calling time with Evan.

3 2.4.2 *Parental Support:* The parties agree that they will each require
4 that the minor child be respectful of the other parent during the calls and
5 exchanges.

6 2.4.7 *Cancelling Skype Conversations:* The parties agree that all
7 Skype calls are to occur as set forth above. The time of the call shall only be
8 adjusted if the residential parent cancels the call and a make-up call will be
9 scheduled within 24 hours of the regularly schedule call. In the event the non-
10 residential parent is not available for the scheduled call, s/he shall notify the
11 residential that s/he will not be available for the phone call and the non-residential
12 parent shall waive the scheduled Skype call and is not entitled to a make-up call.
13

14 2.5 *Conduct During Timeshare:* The parties agree to refrain from making
15 disparaging remarks about the other party or his/her family, including name calling, when
16 the child is in their care. Each parent is responsible to instruct their family and friends to
17 refrain from negative comments about the other party, including his or her family, in front
18 of the child or when the child may overhear such comments.
19

20 2.6 *Communication Between the Parties:* The parties will only communicate
21 via emails, except in the case of an emergency involving the child.

22 2.7 *Preschool:* The parties agree that the minor child shall remain enrolled
23 in The Children's Learning Adventure Preschool until such time that he begins
24 Kindergarten in the Clark County School District or is otherwise released from the
25 program upon completion; the Father shall be responsible for the tuition costs associated
26

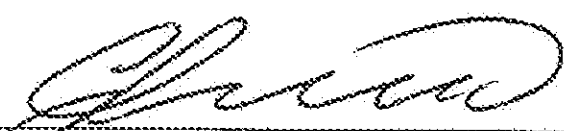
27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials [Signature]
28


1 with such program. In such event, each parent may determine an appropriate school
2 environment, if any, while the child is in his or her care, without interference from the
3 other party. In the event the parties' child is not able to attend The Children's Learning
4 Adventure Preschool, the Father shall be solely responsible for all costs associated with
5 the parties' minor child attending an alternative preschool program, provided the parties
6 mutually agree, in writing, on a preschool program for their minor child.
7

8 2.8 *Counseling:* The parties will begin counseling for Evan with a counselor
9 provided through HOPE Counseling or an alternative provider, agreed by the parties in
10 writing. Both parents will participate in counseling, as recommended by the child's
11 therapist.

12 3. *Waiver of Notice of Entry of Order:* The parties hereby waive their right to a
13 written Notice of Entry to Order with respect to the Order adopting the provisions of this
14 Stipulation.
15

16 4. *Service By Email:* The parties agree that services of documents shall be allowed to
17 be effectuated by electronic mail (Email).
18

19 
20 Christopher Ferraro, Father


Sandra Nance, Mother

21
22
23
24
25 *Nance/Ferraro Parenting Plan Acknowledgment Page to Follow*
26

27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SN
28

ACKNOWLEDGMENTS

STATE OF NEVADA *New York*
COUNTY OF ~~CLARK~~ *Suffolk*

On this 9 day of November, 2012 personally appeared before me, a notary public, Christopher Ferraro, who acknowledged that he executed the foregoing Agreement.

Notary Signature

Notary Public

My commission expires on 3/26/16

KRISTIN RIBAUDO

Notary Public - State of New York

No. 01R16258341

Qualified in Suffolk County

My Commission Expires Mar. 26, 2016

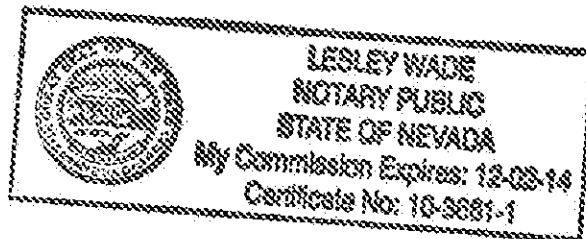
STATE OF NEVADA)
COUNTY OF CLARK)

On this 14 day of November, 2012 personally appeared before me, a notary public, Sandra Nance, who acknowledged that she executed the foregoing Agreement.

Notary Signature

Notary Public

My commission expires on 12.2.14



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Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SN

1 ORDER

2
3 **IT IS ORDERED, ADJUDGED AND DECREED** that the parties' Stipulations
4 and Agreements, as set forth above, shall be incorporated into and become a final Order of
5 this court, modifying the Decree of Divorce Orders filed, only insofar as such prior Orders
6 are inconsistent with the terms of this Stipulation and Order.

7
8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties,
9 and each of them, shall be bound by the provisions of NRS 125.510(6) which state, in
10 pertinent part:

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

19
20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that,
21 pursuant to NRS 125.510(7) and (8), the parties are hereby notified that the terms of the
22 Hague Convention of November 25, 1980, adopted by the 14th Session of the Hague
23 Conference on Private International Law are applicable to parties as follows:

24
25 Section 8: If a parent of the child lives in a foreign country or has
26 significant commitments in a foreign country:

27 Father's Initials CF Nance/Ferraro SAO re: Parenting Plan Mother's Initials SN

1 (a) The parties may agree, and the Court shall include in the Order for
2 custody of the child, that the United States is the country of habitual
3 residence of the child for the purposes of applying the terms of the
Hague Convention as set forth in Subsection 7.

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

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that both
12 parties are subject to Nevada Revised Statutes, Chapter 125C.200, which provides as
13 follows:
14

15 If custody has been established and the custodial parent intends to
16 move his residence to a place outside of this state and to take the child
17 with him, he must, as soon as possible and before the planned move,
18 attempt to obtain the written consent of the noncustodial parent to move
19 the child from this state. If the noncustodial parent refuses to give that
20 consent, the custodial parent shall, before he leaves this state with the
child, petition the court for permission to move the child. The failure
of a parent to comply with the provision of this section may be
considered as a factor if a change of custody is requested by the
noncustodial parent;

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
22 parties are placed on notice that they are subject to the provisions of NRS 31A and
23 125.450 regarding the collection of delinquent child support payments.
24

25
26
27 *Father's Initials* CF *Nance/Ferraro SAO re: Parenting Plan* *Mother's Initials*
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
2 pursuant to NRS 125B.145, either party may request a review of child support
3 pursuant to statute.
4

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
6 this Court has subject matter jurisdiction to determine custody in accordance with the
7 Parental Kidnapping Prevention Act (PKPA) 28 U.S.C. Section 1738A(c)(2)(A), and
8 the Uniform Child Custody Jurisdiction Enforcement Act Section 125A.305. The
9 Court finds that Nevada is the "HOME STATE" of the child within the meaning of
10 UCCJEA section NRS 125A.085 and PKPA 28 U.S.C. section 1738A(b)(4).
11

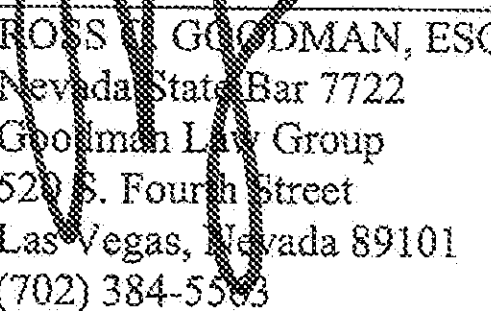
12 IT IS SO ORDERED AND DECREED.

13 Dated this 28th day of November, 2012.


14 
15 District Court Judge, Family Division
16 

17
18 *Nance/Ferraro Parenting Plan* Approved as to Form and Content:


19 Attorney for Defendant

20 
21 ROSS GOODMAN, ESQ.
22 Nevada State Bar 7722
23 Goodman Law Group
24 520 S. Fourth Street
25 Las Vegas, Nevada 89101
26 (702) 384-5503

27 *Attorney for Defendant, Christopher Ferraro*

28 Father's Initials CF *Nance/Ferraro SAO re: Parenting Plan* Mother's Initials 

1 *Nance/Ferraro Parenting Plan*
2 Drafted and Prepared by:

3
4 

5 MARGARET E. PICKARD, ESQ.
6 Nevada Bar No. 11855
7 10120 S. Eastern Avenue, Suite 200
8 Henderson, Nevada 89052
9 (702) 595-6771
10 NevadaMediator@gmail.com

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Father's Initials CF *Nance/Ferraro SAO re: Parenting Plan* *Mother's Initials* S

Exhibit 1

Nance/Ferraro Holiday Timeshare Agreement

Sandra Nance, Mother, and Chris Ferraro, Father, share joint legal and physical custody, of their minor child, Evan Daniel Ferraro, born September 30, 2008. The parties agree to the following holiday timeshare will be incorporated into and become a part of the parties' November ____, 2012 *Stipulation and Order re: Parenting Plan*. The parent's residential schedule, as set forth in the final Parenting Plan, will be subject to the holiday and vacation provisions set forth below, with the following periods to take precedence over regularly scheduled residential time.

In the event a holiday period occurs in close proximity (within three days before or after the timeshare) to the Father's timeshare period, the parties agree to make every effort to adjust the Father's timeshare period to incorporate the holiday periods listed below. In the event a specific holiday period does not occur in close proximity to the Father's regularly scheduled timeshare, or an agreement cannot be reached to adjust the Father's regular timeshare period to include the holiday period, the Father will provide the Mother at least 14 days' written notice of his intent to exercise a holiday timeshare separate from his regular timeshare.

In the event the Father relocates to Las Vegas, Nevada on a permanent basis, the holiday timeshare periods will be exercised per the schedule set forth below.

Weekend Holidays

The parents will share weekend holidays based on the following schedule, with residential time to begin upon the release of school prior to the holiday and continue until the morning school resumes following the holiday. In the event that school is not in session, the following holiday time will begin at 3:00 p.m. on Friday and continue until 10:00 a.m. on Tuesday.

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

¹ Independence Day will include the weekend if the holiday occurs on a Friday, Saturday, Sunday or Monday of any given year. In the event the holiday occurs on Tuesday, Wednesday, or Thursday, it will be treated as a one day holiday.

Exhibit 1

Birthdays

The parents will share birthdays based on the schedule set forth below. The birthday schedule will be shared with residential time to begin after school on the birthday [or if school is not in session at 10:00 a.m.] and continue until the morning following the birthday at 10:00 a.m., or when school begins if school is in session, when the regular residential schedule will resume.

	<u>Odd Year</u>	<u>Even Year</u>
Mother's Birthday	MOM	MOM
Father's Birthday	DAD	DAD
Evan's Birthday	DAD	MOM

Easter/Spring Break:

The parents will share the Easter/Spring Break based on the following schedule, with residential time to begin upon the release of school prior to the holiday and continue until the morning school resumes following the holiday.

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

Thanksgiving:

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

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

Winter Break:

This holiday period will be divided into two segments, with Christmas Eve and Christmas Day occurring during the first segment and New Year's Eve and New Year's Day occurring during the second segment. The first segment will begin upon the release of school for the break and continue until noon on the Monday following the second full week of the school break for the holiday break, when the second segment will begin, to continue until the morning school resumes following the holiday break. In the event Christmas occurs on the Monday following the second full week of the school break, the exchange will occur the following day at 10:00 a.m..

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

Exhibit 1

Summer Vacation:

The Father will be entitled to a two week period (14 days) of uninterrupted vacation time in June, July and August; these two week periods shall be exercised in lieu of the Father's regular timeshare periods in the months of June, July August. The Father's timeshare will begin the second Friday in the month of June, July and August and continue for a period of 14 days.

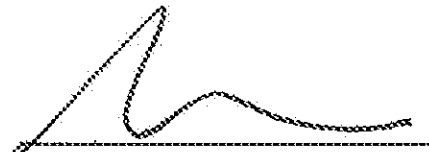
Transportation:

The parents agree that the responsibility for transportation costs shall be assumed by the Father until such time as the Father relocates to Las Vegas, Nevada. In the event the Father relocates to Las Vegas, Nevada, the parents agree that responsibility for providing transportation shall be assumed by the receiving parent.

Any additional time with the child shall be by mutual agreement of both parties.

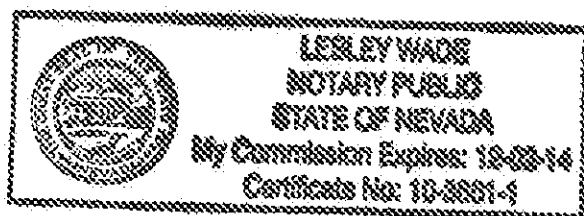
DATED this 14 day of November, 2012

Approved as to Form and Content:


Sandra Nance, Mother

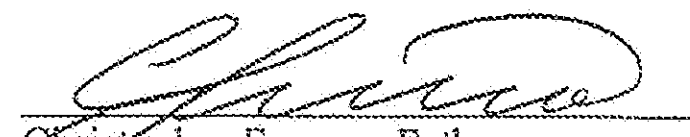
SUBSCRIBED AND SWORN to before
me this 14 day of November, 2012.


NOTARY PUBLIC in and for said
Clark County, State of Nevada

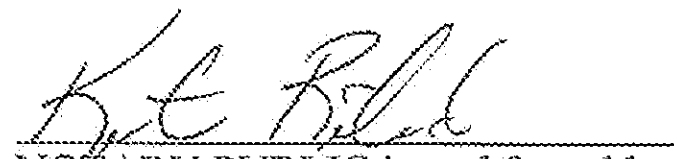


DATED this 9 day of November, 2012

Approved as to Form and Content:


Christopher Ferraro, Father

SUBSCRIBED AND SWORN to before
me this 9 day of November, 2012.


NOTARY PUBLIC in and for said
~~Clark County, State of Nevada~~ Suffolk County, New York

KRISTIN RIBAUDO
Notary Public - State of New York
No. 01R16258341
Qualified in Suffolk County
My Commission Expires Mar. 26, 2016

Attorneys for *Defendant Christopher Michael Ferraro*

SANDRA LYNN NANCE)	CASE NO. D-10-426817-D
)	DEPT NO. F
Plaintiff(s),)	
)	
v.)	
)	
CHRISTOPHER MICHAEL FERRARO)	
)	
Defendant(s).)	Date of Hearing: 8/12/15
)	Time of Hearing: 10:00 A
)	Oral Argument Requested:

**DEFENDANT CHRISTOPHER FERRARO'S MOTION TO MODIFY CUSTODY,
FOR RELOCATION OF MINOR CHILD, AND OTHER RELATED RELIEF**

Defendant Christopher Michael Ferraro (“Chris”), by and through his attorneys of record, Shannon R. Wilson and Todd L. Moody of Hutchison & Steffen, LLC, moves the Court for an order modifying child custody to allow relocation of the minor child and other related relief. Chris and Plaintiff Sandra Lynn Nance (“Sandra”) share a six year old son, Evan who will be seven in September. In November 2012, the parties entered a parenting plan that gave them joint legal and joint physical custody of Evan. Despite living and working in Long Island, New York, Chris has managed to maintain his timeshare with Evan, but only because Evan had not yet entered first grade. Now that Evan is entering the first grade, and Chris’s employment lies solidly in New York, things must necessarily change and, as set forth in the Points and Authorities that follow, Evan’s best interests, including family roots, stability, permanency and opportunity, will be served by relocation.

Chris and his extended family are devoted to Evan's upbringing, and Chris wants to ensure that Evan has the wealth of opportunity that he was afforded growing up in New York: terrific schools, participation in extracurricular activities, and all that rural life has to offer just outside one of the world's largest cities. Evan has lived primarily in Las Vegas since his birth, but has spent considerable time in New York, and he loves it there. He has extended family, all of whom are close to Evan: active grandparents, aunts and uncles and cousins. Evan has friends his own age in New York, indeed, Evan's *best friend*, lives in New York. In the last three years, Chris, a former professional hockey player, has built a successful second career in New York. Chris and his brother own and operate Ferraro Brothers Hockey, which includes a youth hockey program and clinics for players of all ages from pee wee through college. This gives Chris the ability to be with Evan both before and after school. Evan participates in hockey already, and has lots of friends his own age in the programs that Chris runs.

Chris has narrowed his search for the best school for Evan to attend if allowed to relocate, but in addition to several great schools to choose from, Evan will have access to a number of extracurricular activities -- hockey being the most obvious -- but others as well (assuming Sandra agrees and Evan desires to participate), including but not necessarily limited to: swimming, soccer, baseball, lacrosse, and music lessons (Evan is already learning the guitar).

In Las Vegas, although Chris has offered to pay for private schools and extracurricular activities for Evan, Sandra has declined to get him involved in much of anything. Chris concludes, mostly from what Evan does not say, that Evan does not do much at all outside of going to school and Sandra's home and does not play with many friends out of school in Las Vegas. Chris has FaceTime sessions with Evan three days per week, and Evan rarely talks about doing any activities or seeing friends outside of school. Evan has two half-siblings, but they are considerably older, a sister, Kayla, who is 12 and a brother, Desmond, who is 18 and will graduate from high school this year.

Sandra is not the most involved or stable parent. She has not held a regular job in the nearly ten years that Chris has known her. He is informed and believes that she is currently

1 living in her second home to be foreclosed on; the first foreclosure occurred in or about 2009
2 and the second one occurred in or about June 2014; therefore, if this information is accurate, it
3 is likely that she will be required to move again soon. Sandra occasionally talks about
4 relocating herself back to Chicago, where she is from.

5 For these and additional reasons provided in the following memorandum of points and
6 authorities, Chris is better suited to act as Evan's primary physical custodian as Evan transitions
7 to the first grade, and Chris respectfully moves the Court to:

8 (1) Reaffirm that the parties' shall continue to share joint legal custody;

9 (2) Modify the present joint physical custody order to grant Chris primary physical
10 custody of Evan in New York;

11 (3) Incorporate the proposed visitation schedule attached hereto as Exhibit A to ensure
12 frequent visitation for Evan and Sandra,

13 (4) Order Sandra to pay statutory child support;

14 (5) Order Chris to pay reasonable costs of transportation; and

15 (6) Grant other related relief as is necessary and just.

16 DATED this 19th day of June, 2015.

17 HUTCHISON & STEFFEN, LLC

18 By: 

19 Shannon R. Wilson (9933)

20 Todd L. Moody (5430)

21 10080 West Alta Drive, Suite 200

22 Las Vegas, NV 89145

23 Attorneys for Defendant Christopher Michael Ferraro

24 **NOTICE OF MOTION**

25 NOTICE IS HEREBY GIVEN that **DEFENDANT CHRISTOPHER FERRARO'S**
26 **MOTION TO MODIFY CUSTODY, FOR RELOCATION OF MINOR CHILD, AND**
27 **OTHER RELATED RELIEF** has been set for hearing on the 12 day of August,
28 2015, at the hour of 10:00 A.m., in Department F, Courtroom 3 of the Family
Courts and Services Center, 601 N. Pecos Rd., Las Vegas, Nevada.

POINTS & AUTHORITIES

1. STATEMENT OF FACTS

A. INTRODUCTION

Defendant / Counterclaimant Chris Ferraro ("Chris") and Plaintiff / Counterdefendant Sandra Nance ("Sandra") met in or about 2006. Beginning in 2007, they lived together for a little less than one year before Sandra became pregnant with Evan. Their son, Evan, was born September 30, 2008. Since that time, Chris and Sandra have attempted to reconcile a few times, and they even married on January 16, 2010. However, the marriage was short-lived. Shortly after they married, Sandra made a number of ugly allegations against Chris, none were ever substantiated.¹ The parties ultimately resolved their differences through a stipulated parenting plan. In March 2012, parenting coordinator Margaret Pickard was appointed and she helped the parties negotiate a parenting plan, which she drafted and filed November 30, 2012. The parenting plan provided that the parties would share joint legal and joint physical custody of Evan, which they have done, despite the fact that Chris lives and works in Long Island, New York. (Stip. & Ord. filed Nov. 30, 2012, hereinafter "Parenting Plan" at 2:4-5, 5:18-21.) Evan

¹ The allegations on both sides prompted the Court to order a custody evaluation of both parties. The evaluation was performed by John Paglini, Psy.D. His evaluation was dated March 6, 2012 and is on file herein (hereinafter, "Paglini Report"). It did not reflect particularly well on either party. Even though Dr. Paglini concluded that Chris's Personal Assessment Inventory (PAI) revealed narcissitic and obsessive compulsive personality traits, Dr. Paglini's recommendations did not include any further exploration of that allegation or treatment. Nevertheless, Sandra's attorney's have not hesitated to raise that allegation against Chris. Therefore, Chris submitted himself to further evaluation by Norton A. Roitman, M.D., DFAPA. Dr. Roitman is a Nevada-licensed and Board Certified Specialist in Adult, and Child and Adolescent Psychiatry. To ensure a comparison of "apples to apples," Dr. Roitman recommended a repetition of the same tests performed by Dr. Paglini. This time the tests were performed by Luis F. Mortillaro, Ph.D. Dr. Mortillaro is a former Chief Psychologist of the Clark County Juvenile Court and performed custody evaluations like Dr. Paglini's for the Clark County Family Court. With Dr. Mortillaro's testing and input, and his own evaluation of Chris, Dr. Roitman did not detect those personality traits alleged by Dr. Paglini, and found that, "He is devoid of any significance [*sic*] neurocognitive symptoms. Mr. Ferraro has no addictions, compulsions or mental illness that would interfere with his capacity to parent effectively and safely." It is noted that this was not a custody evaluation in the sense that Evan was not a participant because that would not be allowed without Sandra's consent.

1 is now six years, nine months old and just completed kindergarten.

2 The remainder of Chris's statement of facts is organized as follows. Section 1(B)
3 contains a short biography of Evan, Sandra and Chris, in that order. Section 1(C) provides
4 some information about the schools that Chris is looking into for Evan, if he is allowed to
5 relocate to New York. Section 1(D) is an overview of the timeshare under the parenting plan
6 and how the parties have exercised their timeshares since its implementation. Finally, Section
7 1(E) reviews parenting differences and co-parenting challenges arising between Sandra and
8 Chris since the parenting plan was entered in 2012. Following the statement of facts is Chris's
9 legal argument applying the case law regarding relocation to the facts of this case.

10 **B. THE PARTIES**

11 **(I.) EVAN**

12 Evan will start first grade this fall and he will celebrate his 7th birthday in September.
13 (See Ex. B, Photos of Evan.) Throughout his young life, he has spent substantial time in New
14 York, and when they stay in Las Vegas, Evan begs to go to New York. When he is in New
15 York he is engaged in numerous activities: ice hockey and skating, baseball, swimming, family
16 events, and church on Sundays. Evan has friends from the sports complex where the hockey
17 program that Chris runs is located. Indeed, Evan's best friend lives in New York. (See Ex. C,
18 Drawing by Evan's Best Friend).² Evan and his friends go to each other's houses to play, and
19 they have the occasional sleep over.

20 Although he is only finishing Kindergarten, Evan has proven himself to be a solid
21 student. His first semester report card shows that he met or exceeded expectations in all
22 subjects, except for language and writing. (Ex. K at DEFT 285.) In those topics, he was
23 approaching expectations and his teacher, Ms. Rengel, noted some daily exercises that could
24 help Evan improve even more. (*Id.*) Chris worked diligently on these with Evan during his
25 timeshare. (Ex. D, Extra work Chris did with Evan throughout the year.)

27 ² It is not lost on Chris that this is a representation by Evan's friend Neil that Evan is Neil's
28 best friend, but it goes to show how close these two are even though they live over 2,500 miles
apart, and Chris is confident, if asked, Evan would tell you Neil is his best friend.

1 Just prior to Evan entering Kindergarten, Chris returned Evan from his August
2 timeshare and stayed in Las Vegas to work with Sandra to get Evan ready for his first day of
3 school, and Chris was here for the first day. Chris participates as a volunteer at the school most
4 days when he is in town. Evan's uncle Peter often volunteers too. Additionally, Chris has
5 made a few special trips or stayed past his routine timeshare to be here for various school
6 events, including 'Native American Day' in November and the 'Winter Party' in December, a
7 spring-time fun run, and the end of year celebration. In short, Chris has made extraordinary
8 efforts to be active in his son's life.

9 Chris maintained frequent contact with Evan's teacher and principal to ensure he is
10 progressing academically and socially, and to ensure that Evan's New York timeshares were not
11 interfering with his progress. At the beginning of the school year, Chris approached Ms.
12 Rengel and Principal Hungerford about the possibility of continuing his ten day timeshares with
13 Evan in New York throughout Kindergarten. They did not dismiss the idea out of hand, but
14 instead talked about the importance of keeping up with the curriculum, behavior, and
15 social/emotional concerns, as well as attendance. (See e.g., Ex. E, Emails Between the Parties,
16 the Parenting Coordinator, and the School at DEFT 6, 8, 26, 31, 85, 113, 137.) Before his
17 visits, Chris obtained Evan's assignments for the days Evan would miss, and they stayed on top
18 of the curriculum. His grades remained good and, when asked about his progress, neither
19 Evan's teacher nor the principal expressed any concerns about Evan's academic progress or
20 behavior. (See e.g., Ex. E, at DEFT 78-79, 94-95, 113) On the contrary, in January, Ms.
21 Rengel said that Evan is "right where I expect him to be at this point in time." (Ex. E, at DEFT
22 78-79.) Mid-year and again in March, Principal Hungerford confirmed to Chris, that as long as
23 Evan maintained the same level of achievement he was in no danger of being held back for
24 absences (or any other reason). (See Ex. E at DEFT 94-95, 113]. Specifically, in March,
25 Principal Hungerford wrote to Chris, *inter alia*:

26 Evan is making excellent progress He is a pleasant, well-
27 mannered young man I know we discussed retention concerns
28 at the onset of the school year due to the visitation agreement, and
the fact that Evan would be absent due to his traveling to New York.
However, at this time, if we were considering retaining Evan for

1 Kindergarten, we would reach out to you and Evan's mom to
2 discuss our plan for retention. Evan is making the necessary growth
academically and socially to be promoted to grade one.

3 (Ex. E at DEFT 113.) Despite all of this positive feedback, Sandra objected to Chris
4 continuing his timeshare with Evan in New York as soon as Evan began Kindergarten, even
5 though the Parenting Coordinator initially acknowledged and wrote to both Sandra and Chris
6 that:

7 [K]indergarten is not required in Nevada and, therefore, the same
8 restrictions that would apply to 1-12 grades, including academic
9 achievement, are not necessarily applicable. . . . Therefore, it is my
hope to reach an appropriate resolution, such as an agreement on the
number of allowed days for the New York travel.

10 (Ex. E at DEFT 8.) No agreement was ever reached, and eventually the Parenting Coordinator
11 reduced the issue to a number of days of allowed absences, even though Principal Hungerford
12 made it clear that Evan was in no danger of being held back for that reason, or any other. If, as
13 stated by the Parenting Coordinator, 'academic achievement' was not necessarily a barrier to
14 Evan continuing his timeshares with Chris in New York, then surely absenteeism was not a true
15 barrier either, particularly in the face of the academic and social success demonstrated by Evan
16 and reported by his teacher and principal. Therefore, the Parenting Coordinator employed an
17 expedient resolution as opposed to one that balanced the weightier factors of Evan's best
18 interests, such as maintaining the connection and bond with his New York family and friends
19 and the extracurricular activities in which he participates there, whereas he is engaged in no
20 extracurricular activities in Las Vegas. This is not intended as a criticism of the Parenting
21 Coordinator; Chris understands that as long as Sandra was not budging on Evan missing school
22 to go to New York, the Parenting Coordinator's hands were tied. Chris knows she did the best
23 she could in a difficult situation. Chris always knew and acknowledged that monthly
24 timeshares with Evan in New York could not continue once Evan entered the first grade. (E.g.,
25 Ex. E at 94.) Naturally, Chris wanted to squeeze out every last opportunity to have Evan in
26 New York, but Sandra takes every opportunity to minimize Evan's time in New York.

27 **(ii.) SANDRA**

28 Sandra was born and raised in Chicago. (Paglini Report at p. 13.) She completed

1 highschool and two to three semesters of college, but does not have a degree. (*Id.*) Sandra
2 worked in retail, she waitressed and bartended, and when Chris met Sandra she was working as
3 a model in trade shows and nightclubs. (*Id.*) After they broke up she worked as a card dealer
4 for a time. (*Id.* at p. 14.) Sandra allegedly started a business with some other models in 2011,
5 but Chris is informed and believes that business is defunct. (*Id.*) He does not know what she
6 does for work now.

7 Sandra's household consists of her own parents, Rebecca and Daniel, and Sandra's
8 older children, Desmond and Kayla. She has a sister with two children who are 14/15 and 8/9
9 years old. Chris is informed and believes that Sandra's house was foreclosed on in or about
10 June 2014, but she continues to reside there. (*See* Ex. F, Judgment filed Jun. 13, 2014.)

11 In a recent email exchange, Chris asked Sandra if she would reconsider enrolling Evan
12 in Challenger School, entirely at Chris's expense.³ (Ex. E at DEFT 139.) Sandra's response,
13 in relevant part, was: "I do not intend on changing schools for Evan unless I move out of the
14 district." (*Id.*) This prompted Chris to ask, "As far as moving outside your district, you have
15 made mention that you may relocate to Chicago. Is that still an option? If not, what would take
16 you outside the district in Las Vegas that you are currently in? This would require Evan
17 attending a different school anyhow . . ." (*Id.*) Sandra, responded, "As far as my 'move' you
18 speak of.....I'm not certain at this time about out of state moving. Here in Vegas, when it
19 happens, my move will remain in Summerlin area and district of my children's schools." (*Id.* at
20 DEFT 138, ellipsis in the original.) However, Sandra's response is inconsistent with her own
21 statement that suggested the possibility of moving out of the district and non-responsive to
22 Chris's question based on her own statement.

23 (iii.) CHRIS

24 Chris was born and raised in New York. Chris and his twin brother, Peter, own and
25 operate Ferraro Brothers Hockey, which includes a youth hockey program and clinics for
26

27
28 ³ They explored the possibility of Evan attending Challenger last year before he started kindergarten, but Sandra refused.

1 players of all ages from pee wee through college. They are both retired professional hockey
2 players. Chris played from 1995 to 2009, in the National and American Hockey Leagues, other
3 minor leagues, and on the U.S. Olympic team. The Ferraro brothers are well known and
4 respected in their community which explains, in part, their successful business, which focuses
5 on teaching youth the skills and discipline to succeed in all areas of life.

6 After Chris met Sandra and they decided to live together, he played for the Las Vegas
7 Wranglers in 2007. The Wranglers play in a rough league; the NHL and AHL are gentlemanly
8 by comparison, and Chris sustained the worst injuries of his life playing for the Wranglers.

9 After suffering a concussion, followed by a broken leg, he decided to retire from professional
10 hockey, a decision that was further motivated by becoming a father. Chris then began pursuing
11 other career opportunities, including Ferraro Brother's Hockey.⁴

12 The Ferraros are a tight family. Chris, his twin brother Peter, and their mother (Evan's
13 grandmother), Diane, live in the house where Chris and Peter grew up in Long Island. Evan's
14 grandfather, Peter Sr., and his wife live nearby in Montauk. Diane and Peter Sr. enjoy a good
15 relationship despite their divorce. Also living in the area are Evan's uncle Mike and Mike's
16 wife, Michelle, and their three daughters, Ashley, Chelsea and Dominique who are 25, 22 and
17 16, respectively. There is still more extended family living nearby whom they see several times
18 a year, and with whom Evan has a relationship. Additionally, Evan has another aunt Michelle
19 (Chris's sister) who lives in New York and Los Angeles, with whom Evan is also very close.

20 The Ferraro home in Long Island is modest. It is approximately 3,000 square feet,
21 which includes a finished basement. There are 4 bedrooms and 3 baths. Evan has his own
22 room upstairs. (Ex. B at DEFT 223-229.) Depending on the school selected for Evan, Chris
23

24
25 ⁴ Currently, Ferraro Brothers Hockey operates from Twin Rinks Ice Center, in which Chris
26 and Peter have a minority ownership interest. The majority owners of Twin Rinks Ice Center
27 recently voted to file Chapter 11 bankruptcy on June 8, 2015. Neither Chris nor Peter participate
28 in the financial management of the Center. Whether the bankruptcy is approved or not, Chris
expects that Ferraro Brothers Hockey will form a relationship with the new owners to allow Ferraro
Brothers Hockey to continue its operations in place. Either way, Ferraro Brothers Hockey will
continue.

1 may move so that they are closer to Evan's school and the hockey center.

2 C. EDUCATIONAL OPPORTUNITIES FOR EVAN IN NEW YORK

3 If Evan is allowed to relocate to New York, the school leading the list so far is Portledge
4 School. Portledge has an enrollment of less than 500 students serving grades pre-K through 12.
5 (Ex. G, Portledge School Web Pages at DEFT 262-263.) The lower, middle and upper schools
6 are housed in separate buildings and the student teacher ratio is 7:1 or less. (*Id.*) Portledge
7 students go on to some of the countries' best colleges and universities. (*Id.* at DEFT 264-265.)
8 It is Chris's hope that Evan will go to college. Chris left college to play professional hockey,
9 and while he is grateful for the opportunities that his hockey career afforded him, education is
10 his top priority for Evan, including a variety of experiences to allow Evan a range of choices.

11 Alternatively, Evan could attend his local public school in the Rocky Point School
12 District. The elementary school has approximately ½ the number of students of Evan's current
13 school.⁵ The overwhelming majority of teachers in the district hold master's level degrees or
14 better.⁶ Throughout the district, students are doing well as evidenced by general performance
15 indicators tracked by the New State Department of Education, and the 2013 and 2014
16 graduation rates from Rocky Point High School were 94% and 95%, respectively.⁷ In 2013,
17
18
19

20 ⁵ Rocky Point's elementary school, Frank J. Carasiti Elementary School's enrollment for
21 2013-2014 was 691 students and houses grades K-2. (Ex. H at DEFT 267, School Enrollment Data
22 accessed June 4, 2015 *available at* <http://data.nysed.gov>.) Grades 3-5 are located in the Joseph A.
23 Edgar Intermediate School; enrollment for 2013-2014 was 746 students. (*Id.* at DEFT 271.) By
24 contrast Linda B. Givens Elementary School in Las Vegas houses pre-K through grade 5 and held
25 1,103 students. (Ex I at DEFT 277, School Enrollment Data accessed June 4, 2015 at
<http://www.nevadareportcard.com>.) The website, www.nevadareportcard.com is the website of
the Nevada Department of Education. Student teacher ratios at the Rocky Point elementary and
intermediate schools appear comparable to those at Givens Elementary.

26 ⁶ Ex. H at DEFT 269, 272, Teacher Qualification Data accessed June 4, 2015 *available at*
27 <http://data.nysed.gov>.)

28 ⁷ Ex. H at DEFT 274, 276, Graduation Data accessed June 4, 2015 *available at*
<http://data.nysed.gov/gradrate.php?year=2014&instid=800000037614>.

1 90% of Rocky Point Graduates went on to college.⁸ Generally speaking, New York schools as
2 a whole rank 18th in the nation while Nevada schools rank 50th.⁹

3 Chris anticipates a typical week for Evan in New York would be as follows: weekdays,
4 Evan will be in school from approximately 8:00 a.m. to 3:00 p.m., after school a snack and
5 homework, followed by an extracurricular activity (e.g., hockey, soccer, music lesson, currently
6 Evan is learning guitar, religion class, etc.) and/or playtime with friends, then dinner and finish
7 any remaining homework, followed by some down time before bed (e.g., reading or occasional
8 TV), then bedtime by 9:00 p.m. On the weekends, Evan will likely have games on Saturday
9 (hockey, soccer, etc.), and there is church on Sunday; around those activities, play dates and
10 sleep overs with friends, trips to the park, movies and family get-togethers, any homework not
11 completed Friday afternoon will be completed and/or reviewed Sunday afternoon.

12 C. PARENTING PLAN

13 Despite living in New York, Chris has continued to maintain the visitation schedule
14 established in the parenting plan. The parenting plan established Chris's routine timeshare as
15 follows:

16 *Father's Residential Timeshare:* Until such time as Father permanently relocates
17 to the Las Vegas, Nevada area, the parties shall maintain a monthly schedule which
18 permits Father to exercise his timeshare for a ten (10) day uninterrupted period at
19 the end of each month with the parties' minor child. The Father's timeshare period
20 shall begin upon the release from the child's schooling program on the third Friday
21 of each month and continue for a period of ten (10) days, when the Father will
22 return the child to school before the first morning bell. If the parties' child is not
23 in school or school is otherwise not in session, the Father's timeshare will begin on

21 ⁸ See Ex. H, Rocky Point High School, School Profile accessed Jun. 4, 2015 *available at*
22 http://www.rockypointufsd.org/Assets/High_School_Documents/schoolprofile.pdf?t=635352347891630000.)

24 ⁹ *Kids Count 2014 Data Book, State Trends in Child Well-Being*, Annie E. Casey Found.,
25 Baltimore, M.D. 2014 at p. 45, *available at*
26 <http://www.aecf.org/m/resourcedoc/aecf-2014kidscountdatabook-2014.pdf>. The education
27 indicators used by the Annie E. Casey Foundation to establish these rankings are: (1) children not
28 attending preschool; (2) fourth graders not proficient in reading; (3) eighth graders not proficient
in math; and (4) high school students not graduating on time. (Kids Count at p. 52.) The
Foundations data sources for the indicators are the U.S. Census Bureau, American Community
Survey and the U.S. Department of Education, National Center for Education Statistics. (*Id.*)

1 Friday at 3:00 p.m. or upon mutual written agreement (via email) of the parties,
2 when the Father shall pick the child up from a neutral location and continue for ten
(10) days, when he shall return the child the Mother at a neutral location at 9:00
a.m. or upon mutual written agreement (via email) of the parties.

3 (Parenting Plan at 5:22-6:8.) The parenting plan further provided that:

4 *New York Visits:* The parties agree that the Father may exercise his residential time
5 with the minor child in New York until the child begins Kindergarten in the Clark
County School District. At that time, all regular timeshares less than three (3) days
6 will occur in Las Vegas. For regular timeshares that are four (4) days or more, the
Father's timeshare may occur in New York at the Father's election and expense.

7 (Ex. Parenting Plan at 6:20-25.)

8 The parenting plan also included a fairly standard holiday schedule whereby the parties
9 split and alternate holidays every other year, and they divide the summer months nearly equally
10 with Chris having Evan for "a two week period (14 days) of uninterrupted vacation time in
11 June, July and August . . ." (Parenting Plan at Ex. 1.) Consequently, in 2013, Chris exercised
12 143 days of visitation, in 2014 he exercised 154 days, and in 2015 he will exercise
13 approximately 138 days. (Ex. J, Timeshare Spreadsheets.) This puts his percentage timeshare
14 at 38 to 42% of the year. (*Id.*)

15 Chris and Sandra have experienced periods of cooperation since the 2012 parenting plan
16 was entered. During the Christmas holiday in 2013, Sandra, Desmond, and Kayla came to New
17 York for part of Evan's timeshare with Chris. Twice, Chris has included Desmond on Evan's
18 timeshares in New York when Sandra was having difficulties with Desmond, and Sandra
19 sought Chris's assistance with him. In the summer of 2014, before Evan started kindergarten,
20 Sandra, Desmond, and Kayla once again came to New York for part of Chris's timeshare with
21 Evan. Things remained friendly between Chris and Sandra as Evan began kindergarten last fall,
22 but deteriorated shortly thereafter, and Chris is not even sure why.

23 **D. PARENTING DIFFERENCES AND CO-PARENTING CHALLENGES**

24 Chris will be the first to admit that he was a terrible co-parent in the beginning, and not
25 that it excuses him, but Sandra was no better. Despite having two older children, Chris is
26 informed and believes that Sandra never really had to co-parent with either Desmond or Kayla's
27 father. It is Chris's understanding that Desmond's father is not around much, if at all; Kayla's
28

1 father exercises limited visitation, and both men leave all legal custody-type decisions to
2 Sandra.

3 Even though both Chris and Sandra have been through 19-hour co-parenting programs,¹⁰
4 to this day, Sandra considers Chris's efforts to co-parent, harassment. In the email exchange in
5 which he asked her to reconsider Evan's enrollment in Challenger School, she stated, "I would
6 appreciate no further harassment concerning this topic that has been addressed on more
7 occasions than necessary." (Ex. E at DEFT 138.) There had been no discussion since they
8 toured the school in the summer of 2014, and Sandra declined to enroll Evan there for
9 Kindergarten at Chris's expense. This year, Chris emailed Sandra on May 13th, asking her if
10 she would reconsider Evan's enrollment there for the first grade. (*Id.* at DEFT 139.) She
11 responded on May 14th, that her feelings were the same and argued that Evan made friends and
12 enjoyed Givens Elementary, that Givens is rated among CCSD's top schools, and that she had
13 no intention of changing schools unless she moved from the district. (*Id.*) This prompted Chris
14 to ask about the possibility of her moving and point out that if she was contemplating a move,
15 Evan would have to make new friends anyway and the private school has more to offer. (*Id.*)
16 This is what Sandra considered harassment; Chris considers it co-parenting, but he let the
17 discussion drop there. (*See, id.* at DEFT 138-139.)

18 It is worth noting that in this same email exchange, Sandra claimed that:

19 Evan is going to be participating in a full extracurricular schedule
20 after school starting in the 1st grade. He will be able to attend these
21 activities regularly as he will be on a more consistent schedule than
he has been. Most of these activities have already been put in place
for moving into the 2015/2016 school year.

22 (Ex. E at DEFT 139.) Sandra's statement – that activities have been put in place for Evan for
23 the 2015/2016 school year – is curious because Sandra has not approached Chris about
24 enrolling Evan in a single extracurricular activity as would be her responsibility under the
25 parenting plan. Provision 1.8 of the parenting plan states, "The parents shall consult with each
26

27 ¹⁰ As a consequence of the parenting evaluation, both parties were ordered to complete 19-
28 hour co-parenting classes. Sandra completed hers through UNLV and Chris completed his on-line
(the on-line program was selected by the Parenting Coordinator).

1 other regarding any extracurricular activity which might affect the child's access to the other
2 parent." A "full extracurricular schedule after school" would necessarily affect Chris's
3 timeshare; therefore, before she "put in place" activities for the 2015/2016 school year, Sandra
4 would need to consult Chris, and she has not.

5 Chris will also admit that he has had moments of defensiveness in the last year,
6 especially when Evan started Kindergarten and Sandra said he could not go to New York. Chris
7 continues to try to improve his communications with Sandra. For the most part, as the Court
8 will see in his emails, his communications are polite and to the point. Sandra on the other hand,
9 continues to make snide comments, distort facts and refuses most everything Chris requests. In
10 another recent email exchange, Chris was attempting to confirm the summer visitation dates.

11 The Summer Vacation provision of the parenting plan states:

12 The father will be entitled to a two week period (14 days) of
13 *uninterrupted vacation time* in June, July and August; these two
14 week periods shall be exercised in lieu of Father's regular timeshare
15 periods in the months of June, July, August. The father's timeshare
shall begin the second Friday in the month of June, July and August
and continue for a period of 14 days.

16 (Parenting Plan at Ex. 1, page 3 (emphasis added).) Chris proposed his summer 2015 timeshare
17 occur as follows: June 12 to June 26; July 10 to July 24; and August 7 to August 21. (Ex. E at
18 DEFT 149.) The June and July start dates are the second Friday of those months. August 7th is
19 the first Friday of the month; however, school starts August 24th; therefore, if Chris's timeshare
20 did not start until August 14th, he would not receive two weeks of uninterrupted vacation time.

21 Importantly, moving Chris's timeshare one week early would still result in Sandra receiving
22 two full consecutive weeks with Evan between the end of July and the beginning of August.

23 The piece that Chris forgot was that Sandra's birthday is August 7th, but he has no problem
24 moving his timeshare to the 8th. Rather than give Chris the benefit of the doubt of an honest
25 mistake, Sandra responded in relevant part as follows:

26 [S]ummer 'timeshare' is not considered vacation time. . . . just
27 because school starts earlier doesn't mean your days change around
28 that. Evan was with me during the first day of school last year, and
this year it will fall in your timeshare. The days of your timeshare
in summer are intended for you to spend additional time with Evan.

1 You will need to make appropriate arrangements to do so around
2 your timeshare. In addition.... [sic] It interferes with my birthday
 (which you are ware of).

3 (Ex. E at DEFT 147.) Chris reminded Sandra that summer vacation is expressly defined as
4 uninterrupted vacation and assured her that the start date of August 7th was not intentionally
5 done to deprive her of Evan's company on her birthday, and he revised the proposed schedule
6 to August 8 to August 22. (*Id.*) Sandra replied again, continuing to insist, contrary to the
7 express language of the agreement, that summer visitation was not "uninterrupted vacation" and
8 quipped:

9 I'm sorry that you feel that your sons [sic] schooling is such a
10 burden on your 'timeshares' with him. Most of my timeshare is
11 spent during his schooling with the exception of weekends. This is
12 the responsibility of a parent. I will continue to follow the
 stipulation that was set in place almost 3 years ago now. Otherwise
 I can have my attorneys handle this situation in regards to how the
 stipulation reads.

13 (*Id.* at DEFT 146.) This statement is unfair on a number of levels. As explained throughout
14 this statement of facts, Chris is devoted to Evan's education. Sandra follows the parenting plan,
15 or not, as it suits her. Indeed, when the parties were getting along as Evan started Kindergarten,
16 she allowed Chris extra days around the beginning of school that were not technically his
17 timeshare to spend with Evan, and they were both there for Evan's first day of school.

18 In light of Sandra's comment, Chris's latest proposal was that he have Evan August 8th
19 to the August 22nd in New York, return to Las Vegas on August 22nd, but he would keep Evan,
20 as Sandra suggested until August 28th. (Ex. E at DEFT 166-167.) Chris would be responsible
21 to get Evan to school for the entire first week from Monday, August 24th to Friday, August 28th,
22 but he expected that Sandra would also want to be there for Evan's First Day of school. (*Id.*)
23 Chris also suggested that if Sandra wanted to spend some time with Evan between August 23rd
24 and 27th, he would accommodate her. (*Id.*) Not surprisingly, Sandra rejected that idea too.
25 (Ex. E at 165-166.) If Evan is permitted to relocate to New York, then the August timeshare
26 would necessarily change to give Sandra more time in the summer months, and Chris would
27 invite Sandra to come to New York for Evan's first day of school there (it is unlikely to
28 coincide with Kayla's first day in Las Vegas).

1 The one thing that is very clear in all of this is Sandra's refusal to work with Chris to
2 ensure that Evan maintains a bond, not just with his Chris but with his New York family,
3 friends, and life. That is the real reason why it was important that Chris have that time at the
4 end of the summer, especially if the motion for relocation is not granted.

5 There are plenty of times when Chris capitulates to Sandra. When she put her foot
6 down on Chris taking Evan to New York if it meant Evan would miss another day of
7 Kindergarten, he very reluctantly capitulated, and his March, April and May timeshares were
8 exercised in Las Vegas. When Sandra declined to reconsider enrolling Evan in Challenger
9 School, Chris let the issue drop. When she said no to Evan participating in the filming of a
10 demo reel that Chris and Peter have been approached to film for a prospective reality TV show,
11 he let that drop too. He did not let up on Evan's baptism, although he did not badger her either.
12 Happily, they have finally agreed to a date for Evan's Baptism, but it has taken over three years
13 to do it.

14 Despite Chris's capitulations and mostly appropriate efforts at co-parenting, Sandra
15 lodges a complaint with the parenting coordinator nearly every time Chris communicates with
16 her and has a timeshare with Evan. Recently, Chris received an email from the Parenting
17 Coordinator, prompted by a call from Sandra with a laundry list of allegations and complaints.
18 (*See* Ex. E at DEFT 150-151.) Rather than contact Chris for his side of the story, the Parenting
19 Coordinator sent a chastising email. (*See id.*)

20 The Parenting Coordinator began by saying she received a call from Sandra "about the
21 lack of co-parenting that is occurring." (*Id.*) However, when one reads the emails on the
22 subjects that Sandra expressed concerns, what is actually occurring is denial and protest by
23 Sandra of any and all requests that Chris makes, and scrutiny and micro-management of Chris's
24 timeshare with Evan. The first issue was school attendance. As explained, Chris capitulated to
25 Sandra and exercised his last three timeshares in Las Vegas. A couple of times, Chris took
26 Evan to Los Angeles on the weekend where they stayed with Evan's aunt, and Chris told
27 Sandra that he and Evan were there, but Sandra became upset that he did not tell her *how* they
28 got there, whether by plane or car. (Ex. E at DEFT 128-129.) Chris has rarely, if ever,

1 communicated his mode of transportation for a short trip, and neither does Sandra. Indeed,
2 Sandra has taken Evan outside of Nevada without telling Chris. Sandra demanded every flight
3 itinerary from Chris for 2015. (Ex. E at DEFT 128.) Sandra has every flight itinerary between
4 Las Vegas and New York, and the trip Evan made from Las Vegas to Orlando, Florida;
5 emailing the itineraries is how Chris communicates Evan's arrivals and departures to Sandra.
6 (*See i.e.*, Ex. E at DEFT 64, 177.)

7 In April, Chris informed Sandra that Evan was not feeling well and he kept him from
8 school; Sandra proceeded to chide Chris and complain to the Parenting Coordinator about Evan
9 missing some school during Chris's timeshare in Las Vegas. (Ex. E at DEFT 127, 150.) Sadly,
10 Chris felt compelled to email Evan's teacher to confirm her awareness that Evan was not
11 feeling 100%. (Ex. E at DEFT 137.) By the way, all of Evan's absences during Chris's
12 timeshares are excused; Evan has two un-excused absences during his mother's timeshare,
13 Sandra never told Chris that she kept Evan out of school or, apparently, bothered to notify the
14 school of the reason for the absence so that it might be excused. (Ex. K, Evan's attendance
15 record.)

16 Next, the parenting coordinator addresses Sandra's concerns about Challenger and tells
17 Chris what he already knows and has acknowledged to Sandra and the parenting coordinator
18 previously, which is that if Sandra says "no," then Evan will remain in public school, and Chris
19 cannot take Evan out of school for extended periods when first grade begins. (Ex. E at DEFT
20 150; *see also* DEFT 2, 94.) Sandra seems to think that Chris wants Evan in public school
21 because he could then remove him to spend more time in New York. (*See* Ex. E at DEFT 150.)
22 The idea is nonsense; the whole point of Challenger School is that it is more challenging. Chris
23 knows Evan's attendance in the first grade, and beyond, is non-negotiable. (*See* Ex. E at DEFT
24 94.)

25 Similarly, Chris knows Sandra's consent is required for Evan to participate in a demo
26 reel for a reality TV show, and he already dropped it. It should be noted though, that Sandra
27 had Evan participate in an ad, without first obtaining Chris's permission.

28 There was also a complaint that Evan has no structure when he is with Chris. (Ex. E at

1 DEFT 150.) This simply is not true. As can be seen in Sandra's emails, she constantly
2 interferes with and desires to micro-manage Chris's timeshare. (*See e.g.*, Ex. E at DEFT 127-
3 128, 150-151, 181-182.) It has become intolerable, and her interference and micro-
4 management is another fact that supports Chris's request for relocation.

5 Next, Sandra complains that having Chris's family members at Evan's school events
6 creates an uncomfortable environment *for her*; therefore, she requests that Chris attend school
7 functions by himself. (Ex. E at DEFT 151.) This request is lost on Chris. School events are for
8 the *kids*, the *kids* should be supported by as many of their family members as possible. Chris
9 would welcome Sandra bringing her own family members to Evan's events so that he feels that
10 they are all together behind him. More recently, Sandra alleged Evan was uncomfortable at his
11 Kindergarten graduation because her family (mother, father and Kayla) were there as was Chris
12 and his brother Peter. Chris did not perceive it that way. Chris noted that Evan was
13 disappointed about the end of the school year, which he enjoyed a lot and would be missing his
14 friends the next day.

15 Finally, there was a complaint about the tooth fairy. (Ex. E at DEFT151.) Yes, the
16 tooth fairy. Here, Chris came under fire because Evan lost two teeth during his recent
17 timeshare with Chris, and the Tooth Fairy brought Evan \$115.00, a \$100 bill and fifteen \$1
18 bills. The Parenting Coordinator, not knowing that the \$100.00 bill was for Evan's college
19 fund-piggy bank in New York, admonished Chris that "it is not reasonable to give a 6 year old
20 \$100 for a tooth -- this sets up unrealistic expectations." (*Id.*) Sandra admitted giving her
21 children \$20 per tooth, which is in fact greater than the \$7.50 per tooth that Evan actually
22 received from Chris. (*Id.*)

23 Chris has appreciated the Parenting Coordinators efforts, and he understands that both
24 he and Sandra have been challenging clients to work with, but what he perceives is happening
25 now is that Sandra calls the parenting coordinator, rants about the injustices she perceives are
26 being perpetrated against her (although there are not any) and then the Parenting Coordinator,
27 understandably loathe to call Chris and get an earful from him too, fires off emails like Exhibit
28 E at DEFT 150-151, 181-182 and makes it appear that Chris is the bad guy.

1 It is also telling that most of these communications occur during Chris's timeshare.
2 Sandra is generally not stirring the pot when it is her own timeshare. For example, on May 29,
3 2015, it was field day at Evan's school and Chris's timeshare. All parents were invited, and
4 both Chris and Evan expected Sandra to attend, but she did not. That afternoon, Chris received
5 an email from Sandra stating that she received a photo of Evan taken that day purporting to
6 show him with a "pretty good size cut, swelling and bruise on his forehead." She also alleged:

7 I also spoke with another parent who said their child questioned Evan about
8 what happened and his response was 'I do not want to talk about it'. They were
9 concerned about his response. This response doesn't sound like something Evan
10 would say, especially to one of his good friends.

11 (Ex. E at DEFT 155-156.) Sandra did not name the parent or the 'good friend.' In point of fact,
12 Evan had a terrific time during field day and he sustained no injuries. (Ex. B at DEFT 218
13 (Evan is the child in the middle of two other boys; *see also* Ex. E at DEFT 158-159.)

14 This sounds like the old Sandra, trying to build a bogus allegation against Chris. Chris
15 had no intention of asking for sole legal custody, but after this email and the Parenting
16 Coordinator emails, he is not so sure that a court would not find it is warranted. In response to
17 Sandra's email, Chris emailed Sandra that Evan had no injuries. (Ex. E at DEFT 155.) He
18 offered to set up a FaceTime session that night so she could confirm this for herself, and he sent
19 her a video of Evan from field day. (*Id.* at DEFT 155, 157.) Sandra did not take Chris up on
20 his offer to FaceTime with Evan that evening. Subsequently, Sandra sent the photos she
21 received, and arguably there is a shadow that may look like a bruise or a cut, but the allegation
22 that another child asked Evan what happened is clearly contrived because there was no injury.

23 Sadly, the harassment did not stop there. Sandra made another call and sent another
24 email to the Parenting Coordinator about a number of things that allegedly occurred during and
25 after Chris's May timeshare. (Ex. E at DEFT 181-182.) Sandra complained about Chris and
26 his brother going to Evan's school during lunch. (*Id.* at DEFT 182.) As explained above,
27 sometimes Chris and, occasionally his brother too, will go to the school on the lunch hour to
28 help out with and play with *all* of the kids, not just Evan. The school administration and staff
welcome them, and the kids love it. But, per her email to the Parenting Coordinator, Sandra

1 heard about Chris's lunchtime visit from a parent, and Sandra *asked Evan* if it was true. (*Id.* at
2 DEFT 181.) If Sandra had a problem with this, Sandra should have addressed this with Chris,
3 not Evan. Sandra is the one who placed Evan in a position of feeling like his dad, and maybe
4 he too, was doing something bad. Therefore, the person contributing the anxiety she reports
5 that Evan exhibits – and that Evan only exhibits when he is with Sandra – is Sandra.

6 Next Sandra alleges "lying has become a big issue with Evan." (Ex. E at DEFT 181.)
7 Chris has no problems with Evan lying, nor does he tell Evan to lie to his mother or anyone
8 else. It is true that Chris has said, "your mom does not need to know everything." (*See id.*)
9 However, he did not mean it in the sense that Evan should lie to his mother, and Chris does not
10 think that Evan took it that way either. Indeed, that Evan did not take it that way, is evidenced
11 by the fact that Evan *did not* lie to his mother. (*See id.*) When asked a direct question, he told
12 her the truth. (*See id.*)

13 Chris lived with Sandra long enough to know that when Evan returns to Sandra, he is
14 probably thoroughly questioned about what happened from the moment he left to the moment
15 he returned. Chris had no notion that visiting the school at lunch time, even though it was
16 Sandra's timeshare, would present a problem. But apparently Evan did. When Chris showed
17 up, Evan expressed concern that his mom would be mad because it was not his timeshare. It
18 was in response to this concern, that Chris said, "Hey buddy, your mom does not need to know
19 everything."

20 Finally, the Tooth Fairy came up again. Sandra alleges that Kayla asked Evan where the
21 \$100 bill was that he got from the tooth fairy. (Ex. E at DEFT 181.) She went on to allege that
22 Evan said, "I begged, and begged my daddy to bring it with me and he said I couldn't because
23 someone would steal it from me in our house." (*Id.*) Chris absolutely, did not say this. As
24 admitted earlier, there was a time when Chris and Sandra struggled to co-parent, and they
25 behaved abominably to each other and their respective families, but that is a thing of the past.
26 What is curious is that Chris is always asking Evan: do you want to take this, that or the other
27 thing to Las Vegas, and he always says no. Evan has reached the age where he has learned to
28 play "both ends against the middle," and when Chris sees this, he puts the kibosh on it. If

1 Sandra does not learn to recognize this behavior and work with Chris, instead of always against
2 him as is clearly seen in the email exchanges of the last week alone, they will have no peace.

3 **2. LAW & ARGUMENT**

4 Pursuant to Chris and Sandra's stipulated parenting plan, drafted by parenting
5 coordinator Margaret Pickard, Esq., and filed November 30, 2012, they share joint physical
6 custody. Chris's routine time share with Evan is ten days per month. Notably, this parenting
7 plan was drafted well after *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

8 **A. CUSTODY MODIFICATION GENERALLY - NRS 125.510, *RIVERO*** 9 ***AND BLUESTEIN***

10 The court may modify or vacate a child custody order at any time during a child's
11 minority as appears in the child's best interest. (NRS 125.510.) When considering a motion to
12 modify custody, the court must first determine the actual physical custody timeshare that is in
13 effect, regardless of what was stated in the last child custody order. *Rivero v. Rivero*, 125 Nev.
14 410, 430, 215 P. 3d 213, 227 (2009). Different tests apply to modify custody depending on the
15 current custody arrangement. Joint physical custody may be modified or terminated if it is in
16 the best interest of the child. *Truax v. Truax*, 110 Nev. 473, 874 P.2d 10 (1994). Primary
17 physical may be modified only when "(1) there has been a substantial change in circumstances
18 affecting the welfare of the child, and (2) the modification would serve the child's best
19 interest." *Ellis v. Carucci*, 123 Nev. 145, 153, 161 P.3d 239, 244 (2007). However, "the child's
20 best interest must be the primary consideration for modifying custody and *Rivero's* 40-percent
21 guideline shall serve as a tool in determining what custody arrangement is in the child's best
22 interest." *Bluestein v. Bluestein*, ___ Nev. ___, 345 P.3d 1044, 1046 (2015). If a motion to
23 modify child custody contains *prima facie* evidence of adequate cause to modify custody, the
24 court must hold a hearing. *Rooney v. Rooney*, 109 Nev. 540, 543-544, 853 P.2d 123, 124-125
25 (1993). A *prima facie* case is shown if: (1) the facts alleged are relevant grounds for
26 modification; and (2) the evidence is not merely cumulative or impeaching. *Id.* at p. 543.

27 Here, the parties' post-*Rivero* parenting plan stated they would share joint legal and
28 joint physical custody of Evan. ("Parenting Plan" at 2:4-5, 5:18-21.) Depending on how the

1 holidays fall in a given year, Chris exercises a little more or a little less than a 40% timeshare,
2 but as stated in *Bluestein*, it is the best interest of the child that controls and *Rivero*'s 40%
3 guideline is merely a tool in determining what arrangement is in the child's best interest;
4 therefore, the Court can and should find that the custody arrangement to this point is a joint
5 physical custody arrangement.

6 **B. RELOCATION ANALYSIS – *POTTER, SCHWARTZ, AND***
7 ***DRUCKMAN***

8 The Nevada Supreme Court held in *Potter v. Potter*, 121 Nev. 613, 119 P.3d 1246
9 (2005):

10 When a parent with joint physical custody of a child wishes to relocate outside of
11 Nevada with the child, the parent must move for primary physical custody for the
12 purposes of relocating. The district court must consider the motion for primary
13 custody under the best interest of the child standard established for joint custody
14 situations in NRS 125.510 and *Truax v. Truax*, 110 Nev 437, 874 P.2d 10 (1994).

15 In considering this motion, the district court must determine whether the moving
16 parent will be relocating outside of Nevada with the child if he or she obtains
17 primary custody. The district court may also consider, among other factors, the
18 locales of the parents and whether one parent had de facto primary custody of the
19 child prior to the motion. The moving party has the burden of establishing that it is
20 in the child's best interest to reside outside of Nevada with the moving parent as the
21 primary physical custodian. The issue is whether it is in the best interest of the child
22 to live with parent A in a different state or parent B in Nevada.

23 *Potter*, supra at 618, 1249-50.

24 The Court further held in *Schwartz v. Schwartz*, 107 Nev. 378, 812 P.2d 1268 (1991),
25 that a motion for relocation requires a threshold determination that an actual advantage will be
26 realized by both the child and the custodial parent. *Id.* at 383. An actual advantage does not
27 have to be economic or otherwise tangible, so long as the movant can demonstrate a sensible,
28 good faith reason for the move. *Jones v. Jones*, 110 Nev. 1253, 885 P.2d 563 (1994). If such
an advantage is realized, then the Court shall consider the Schwartz factors as recently affirmed
in *Druckman v. Ruscitti*:

(1) the extent to which the move is likely to improve the quality of life for both the
child[] and the custodial parent; (2) whether the custodial parent's motives are
honorable, and not designed to frustrate or defeat visitation rights accorded to the
noncustodial parent; (3) whether, if permission to remove is granted, the custodial
parent will comply with any substitute visitation orders issued by the court; (4)
whether the noncustodian's motives are honorable in resisting the motion for
permission to remove, or to what extent, if any, the opposition is intended to secure

1 a financial advantage in the form of ongoing support obligations or otherwise; (5)
2 whether, if removal is allowed, there will be a realistic opportunity for the
3 noncustodial parent to maintain a visitation schedule that will adequately foster and
4 preserve the parental relationship with the noncustodial parent.

5 *Druckman v. Ruscitti*, 130 Nev. Adv. Op. 50, 327 P.3d 511, 515 (2014), reh'g denied (Sept. 24,
6 2014) citing *Schwartz*, 107 Nev. at 385-83.

7 The *Schwartz* Court also held that the district courts would necessarily need to consider
8 any number of sub-factors to assist the court in weighing and balancing the *Schwartz* factors,
9 including but not necessarily limited to:

10 (1) whether positive family care and support, including that of the extended family,
11 will be enhanced; (2) whether housing and environmental living conditions will be
12 improved; (3) whether educational advantages for the children will result; (4)
13 whether the custodial parent's employment and income will improve; (5) whether
14 special needs of a child, medical or otherwise, will be better served; and (6)
15 whether, in the child's opinion, circumstances and relationships will be improved.

16 *Schwartz*, 107 Nev. 378 at 383.

17 **B. THRESHOLD DETERMINATION – SENSIBLE GOOD FAITH**
18 **REASON FOR RELOCATION**

19 Chris already resides in New York; therefore, the focus here is on whether there is an
20 advantage to Evan and good faith basis for Chris to seek Evan's relocation. The advantages to
21 Evan are several. First, Evan will have as active a parent as a child could hope to have in their
22 upbringing. Despite the distance, Chris has already shown himself to be actively involved in
23 Evan's school, advocating and involving him in extra-curricular activities, and he will be able
24 to do that daily if Evan moves to New York. Second, New York itself presents a number of
25 opportunities, including, a large and extended family and friends with whom Evan already has
26 relationships, world-class schools (both public and private), and a variety of extra-curricular
27 activities, including sports, music, and church.

28 Chris has tried to work with Sandra to provide Evan with educational and extra-
curricular opportunities here in Nevada, and she is not interested in facilitating these for Evan
here. Without intending to disparage Sandra, the reality is she has two older children who she
has not gone out of her way to involve in extra-curricular activities. Chris wants more for Evan
and he is ready, willing and able to dedicate his time and resources to Evan in ways that Sandra

1 just does not.

2 **C. SCHWARTZ FACTORS**

3 **(1) The extent to which the move is likely to improve the quality of life for both the**
4 **child and the custodial parent.**

5 The extent and ways in which the move is likely to improve Evan's quality of life is
6 discussed in the section immediately above, as well as in the statement of facts. Incidentally,
7 the move will improve Chris's quality of life by reducing some of the expense he incurs to
8 spend his timeshares in Las Vegas (he will still bear the expense for Evan's travel and the
9 accompanying parent for Evan's visits in Las Vegas with Sandra).

10 **(2) Whether the custodial parent's motives are honorable, and not designed to**
11 **frustrate or defeat visitation rights accorded to the non-custodial parent.**

12 Chris's motives are focused entirely on Evan's best interest, and Chris has set forth a
13 proposed visitation plan to afford Evan and Sandra and her family reasonable alternative
14 visitation, at Chris's expense.

15 **(3) Whether, if permission to remove is granted, the custodial parent will comply with**
16 **any substitute visitation orders issued by the court.**

17 Chris will comply with substitute visitation orders. Despite his strong feelings and
18 objective evidence that there was no logical reason for him to exercise his March, April and
19 May timeshares in Las Vegas, he did it. Sandra may argue that Chris has not followed the strict
20 terms of pick-up and drop-off times in the parenting plan, but Sandra ignores that the parenting
21 plan also states that the parties are to be flexible to accommodate travel times that are in Evan's
22 best interest, and Chris makes all travel arrangements are made with Evan's best interest in
23 mind.

24 **(4) Whether the non-custodian's motives are honorable in resisting the motion for**
25 **permission to remove, or to what extent, if any, the opposition is intended to secure**
26 **a financial advantage in the form of ongoing support obligations or otherwise.**

27 Chris will address this factor in his reply when he knows the reasons for Sandra's
28 objections to the change in custody and relocation.

(5) Whether, if removal is allowed, there will be a realistic opportunity for the non-
custodial parent to maintain a visitation schedule that will adequately foster and
preserve the parental relationship with the non-custodial parent.

1 There is a realistic opportunity for Sandra to maintain a visitation schedule that
2 adequately fosters and preserves her relationship with Evan as set forth in Exhibit A, and for
3 which Chris will pay the airfare costs. He further proposes that, until Evan is of an age to fly as
4 an unaccompanied minor, that Sandra pick up Evan in New York, and Chris will pick him up in
5 Las Vegas.

6 **D. THE BEST INTEREST OF THE CHILD**

7 An order for joint custody may be modified or terminated if the best interest of the child
8 requires modification or termination. NRS 125.510(2). The best interest of the child standard
9 is set forth in NRS 125.480(4), which states:

10 In determining the best interest of the child, the court shall consider and set forth
11 its specific findings concerning, among other things:

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

13 (b) Any nomination by a parent or a guardian for the child.

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

15 (d) The level of conflict between the parents.

16 (e) The ability of the parents to cooperate to meet the needs of the child.

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

18 (g) The physical, developmental and emotional needs of the child.

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

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

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

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

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

24 Applying the best interest factors to this case, Evan is not of sufficient age for the Court
25 to consider any preference he may have. Although Sandra has followed the parenting plan, and at
26 times has even allowed Chris additional time with Evan, she has only allowed additional time when
27 she and Chris are getting along; therefore, her likelihood to foster frequent associations and a
28 continuing relationship between Evan and Chris are inappropriately linked to the current status of
her own relationship with Chris. Also relevant to this factor is that, over the last year, Sandra
unreasonably objected to and denied Chris opportunities to take Evan to New York where he has
family and friends with whom he is close and activities that are not afforded to him Las Vegas.

1 Meanwhile, Chris has proposed and will pay for, a reasonable alternative visitation schedule that
2 will permit Sandra and her family to have frequent associations and a continuing relationship with
3 Evan.

4 The level of conflict between the parents is higher than it should be; however, as can be
5 seen in the emails between the parties this is in no small part because Sandra perceives any amount
6 of co-parenting to be “harassment.” The reality is that Sandra has not had to co-parent with her
7 other two children’s fathers. Desmond’s father is not in the picture at all, and Kayla’s father is
8 marginalized. Chris suspects that Sandra’s continued resistance to co-parenting is, in fact, whether
9 consciously done or not, an attempt to similarly marginalize him.

10 Despite the level of conflict, Evan’s basic needs are met. However, Chris believes Evan’s
11 needs could be met at a higher level but-for: (1) Sandra’s refusal to enroll Evan in private school
12 and extracurricular activities (all at Chris’s expense); and (2) her apparent failure to routinely
13 engage Evan with children his own age outside of school.

14 The mental and physical health of the parents is not an issue. Nor does Evan have any
15 special physical, mental or emotional needs, even though Sandra continues to maintain Evan in
16 therapy in the absence of any objective evidence that he needs it and over Chris’s objection. Chris
17 disagrees that Evan needs therapy simply because there is continued conflict between Sandra and
18 Chris. The conflict exists because Sandra perceives every communication from Chris to be
19 harassment – this is Sandra’s problem, not Evan’s. Chris is not fundamentally opposed to therapy,
20 but he does not think it is particularly healthy for Evan to spend his entire childhood in therapy.
21 Notably, when Chris and Sandra were getting along, Sandra ceased taking Evan to therapy and
22 unilaterally resumed therapy – against the terms of the parenting plan – when for reasons Chris still
23 fails to understand, Sandra decided to end the friendly terms on which they had been on for several
24 months.

25 Although Evan does not have any special, physical, mental or emotional needs, Chris does
26 believe that all of these could be met at a higher level, as explained above. He is prepared to do
27 that but he is restrained by Sandra, as well as the distance that his own split life between Las Vegas
28 and New York creates. For the most part, Chris perceives that Sandra has a done a satisfactory job

1 raising her other two children, especially given that she did so essentially as a single parent.
2 However, there have been disconcerting episodes between Sandra and Desmond in which Sandra
3 has sometimes sought Chris's assistance. Sandra has not gone out of her way to engage her other
4 children in extracurricular activities. Chris is informed and believes that Desmond participated in
5 baseball and Kayla participated in dance for a time, but Sandra failed to consistently take them to
6 either activity. By contrast, Chris has organized his life around his commitment to Evan and wants
7 to provide him with still more tools and opportunities to meet his needs at the highest level. The
8 example of Chris's own hard work and professional success are also beneficial for Evan.

9 The level of opportunity that Chris desires to create for Evan is not to be confused with
10 a sense of entitlement. At its root, the Ferraro family is fundamentally a middle-class family who
11 know the value of a dollar and have achieved a great deal through hard work. Again, this is not
12 meant as a disparaging comment on Sandra or her family, she can speak for them herself.

13 Chris can really only speak for his own relationship with Evan, which is terrific. They share
14 a very close and loving relationship. Chris does not doubt Sandra and Evan also love each other
15 very much. Nor does Chris deny that Evan should maintain a relationship with Kayla and
16 Desmond, but they are considerably older, with Evan nearing his 7th birthday, Kayla coming on 13
17 and Desmond having graduated highschool. This is different from splitting up two boys only a year
18 or two apart. They will be able to maintain their relationship through Sandra's visitation.

19 Chris is not aware of any abuse or neglect by either parent as defined by NRS Chapter
20 432B. Nor is Chris aware of any allegations of violence or abduction occurring since the initial
21 hearings in this case in 2010 (each made cross-allegations against the other).

22 3. CONCLUSION

23 Based on the foregoing, Chris respectfully requests:

- 24 (1) Reaffirm that the parties' shall continue to share joint legal custody;
25 (2) Modify the present joint physical custody order to grant Chris primary physical
26 custody of Evan in New York;
27 (3) Incorporate the proposed visitation schedule attached hereto as Exhibit A to ensure
28

frequent visitation for Evan and Sandra,

(4) Order Sandra to pay statutory child support;

(5) Order Chris to pay reasonable costs of transportation; and

(6) Grant other related relief as is necessary and just.

DATED this 19th day of June, 2015.

HUTCHISON & STEFFEN, LLC

By: 
Shannon R. Wilson (9933)
Todd L. Moody (5430)
Peccole Professional Park
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swilson@hutchlegal.com

Attorneys for Defendant Christopher Michael Ferraro

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, CHRISTOPHER FERRARO, under penalties of perjury, being first duly sworn,
deposes and says:

That I am the Defendant in the action entitled *Sandra Lynn Nance v. Christopher Michael Ferraro*; lodged in the Eighth Judicial District Court – Family Division, for the State of Nevada, that I have read the statement of facts in **DEFENDANT CHRISTOPHER FERRARO’S MOTION TO MODIFY CUSTODY, FOR RELOCATION OF MINOR CHILD AND OTHER RELATED RELIEF** herein and know the contents thereof; that the same is true of my own knowledge, except for those matters therein stated on information and belief, and as to those matters, I believe the same to be true.

DATED this 4th day of June, 2015.

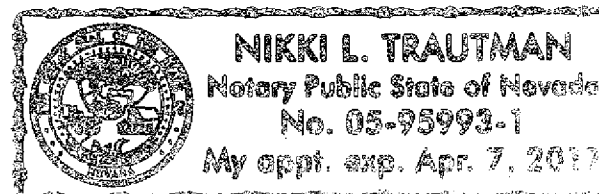

CHRISTOPHER FERRARO

State of Nevada)
) ss.
County of Clark)

SUBSCRIBED and sworn to before me

this 4th day of June, 2015 by Chris Ferraro
(Affiant)


NOTARY PUBLIC



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this 19th day of June, 2015, I caused the above and foregoing document entitled **DEFENDANT CHRISTOPHER FERRARO'S MOTION TO MODIFY CUSTODY, FOR RELOCATION OF MINOR CHILD, AND OTHER RELATED RELIEF** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**; and/or
- ☒ pursuant to EDCR 8.05, sent electronically via the Court's electronic service system; the date and time of this electronic service is in place of the date and in place of deposit in the mail.
- ☐ to be hand-delivered;

to the attorney(s) listed below at the address and/or facsimile number indicated below:

Alex Ghibaud, Esq.
SCHWAB LAW GROUP
2800 W. Sahara Ave., Ste. 1H
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alex@slglasvegas.com

Attorney for *Plaintiff Sandra Lynn Nance*


An employee of Hutchison & Steffen, LLC

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Sandra Lynn Nance)
Plaintiff/Petitioner)

-VS-

Christopher Michael Ferraro)
Defendant/Respondent)

CASE NO. 0-10-426817-D

DEPT. F

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

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

MOTION FOR/OPPOSITION TO Modify Custody

Notice

**Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
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 Divorce/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: June 19, 2015

Nikki L. Trautman
Printed Name of Preparer

Millie Y. [Signature]
Signature of Preparer

Attorneys for Defendant Christopher Michael Ferraro

CASE NO. D-10-426817-D
DEPT NO. F

//

HUTCHISON & STEFFEN

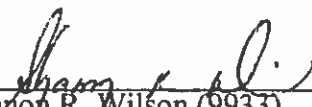
A PROFESSIONAL LLC

PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

Exhibit	Document	Numbering Sequence
A	Proposed Visitation Schedule	1 - 2
B	Photos of Evan	DEFT 213 - 229
C	Drawing by Evan's Best Friend	DEFT 230 - 231
D	Examples of Extra School Work Chris did with Evan	DEFT 232 - 254
E	Emails Between the Parties, the Parenting Coordinator, and the School	DEFT 1 - 212
F	Judgment of Foreclosure	DEFT 255 - 261
G	Portledge School Information	DEFT 262 - 265
H	Rocky Point Free School District Information	DEFT 266 - 267
I	CCSD/Givens Elementary School Enrollment Data	DEFT 277
J	Timeshare Calculation 2013, 2014, 2015	DEFT 278 - 281
K	Evan's Attendance Record and Report Card	DEFT 282 - 285

DATED this 19th day of June, 2015.

HUTCHISON & STEFFEN, LLC

By: 
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Attorneys for Defendant Christopher Michael Ferraro

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this 19th day of June, 2015, I caused the above and foregoing document entitled **DEFENDANT CHRISTOPHER FERRARO'S APPENDIX TO MOTION TO MODIFY CUSTODY, FOR RELOCATION OF MINOR CHILD, AND OTHER RELATED RELIEF** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**; and/or
- ☒ pursuant to EDCR 8.05, sent electronically via the Court's electronic service system; the date and time of this electronic service is in place of the date and in place of deposit in the mail.
- ☐ to be hand-delivered;

to the attorney(s) listed below at the address and/or facsimile number indicated below:

Alex Ghibaudo, Esq.
SCHWAB LAW GROUP
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Las Vegas, NV 89102
alex@slglasvegas.com

Attorney for *Plaintiff Sandra Lynn Nance*


An employee of Hutchison & Steffen, LLC

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EXHIBIT PAGE ONLY

EXHIBIT A

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

**(Proposed for Evan's Relocation to New York)
Visitation, Holiday and Vacation Schedule**

Winter Break

Winter break for east coast schools is typically not as long as Nevada schools. This is offset by there being a week long break in February and another week long break in April. Therefore, in ODD years, Dad will have Evan through Christmas Day, and Mom shall have Evan from December 26th until the day before school resumes. In EVEN years, Mom shall have Evan upon release from school prior to the break until December 30th (Evan returns to New York on 12/30 in EVEN years).

February Break

This period will begin upon the release of school prior to the break and continue until the day before school resumes following the break.

	<u>Odd Year</u>	<u>Even Year</u>
February Break	Dad	Mom

April Break

This period will begin upon the release of school prior to the break and continue until the day before school resumes following the break.

	<u>Odd Year</u>	<u>Even Year</u>
April Break	Mom	Dad

Memorial Day Weekend

If permission is granted from Evan's school and there is no substantial interference with extracurricular activities, then in order to facilitate additional visitation, Evan shall be permitted to miss the Friday before and the Tuesday after Memorial Day.

	<u>Odd Year</u>	<u>Even Year</u>
Memorial Day Weekend	Dad	Mom

Summer Break

Looking at the recent Rocky Point School District Calendars, school lets out the last week of June and re-commences the first week of September. If adjustments need to be made to give Mom three full weeks on either the front or back end of summer they shall come from Dad's timeshare.

	<u>Odd Year</u>	<u>Even Year</u>
June 29 to July 19 (three weeks)	Mom	Mom
July 20 to August 9 (three weeks)	Dad	Dad
August 10 to August 30 (three weeks)	Mom	Mom

**(Proposed for Evan's Relocation to New York)
Visitation, Holiday and Vacation Schedule**

Columbus Day Weekend (October)

If permission is granted from Evan's school and there is no substantial interference with extracurricular activities, then in order to facilitate additional visitation, Evan shall be permitted to miss the Friday before and the Tuesday after Columbus Day.

	<u>Odd Year</u>	<u>Even Year</u>
Columbus Day Weekend	Mom	Mom

Thanksgiving

This period will begin upon the release of school prior to the break and continue until the day before school resumes following the break.

	<u>Odd Year</u>	<u>Even Year</u>
Thanksgiving	Mom	Dad

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EXHIBIT PAGE ONLY

EXHIBIT B

HUTCHISON & STEFFEN

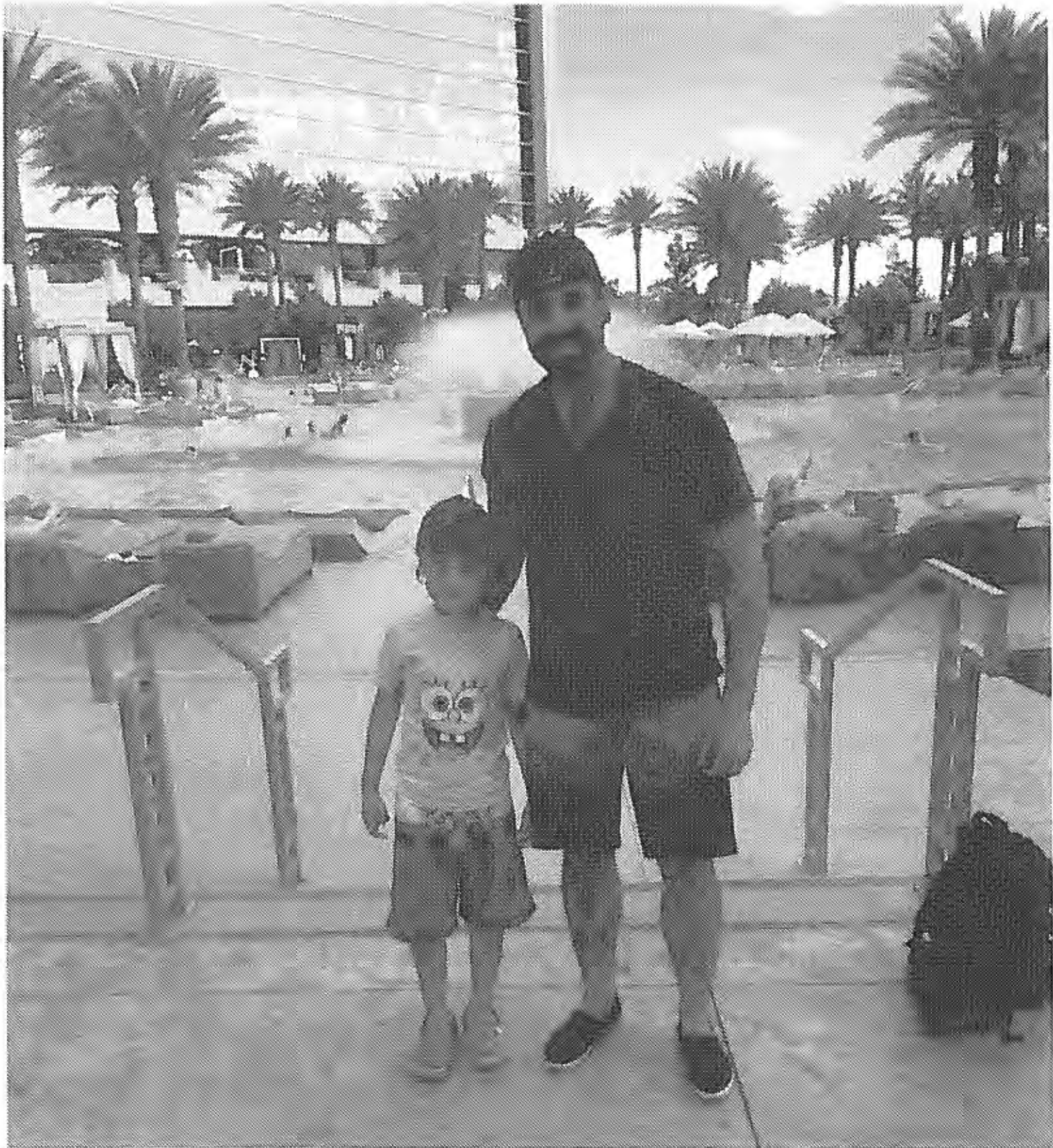
A PROFESSIONAL LLC



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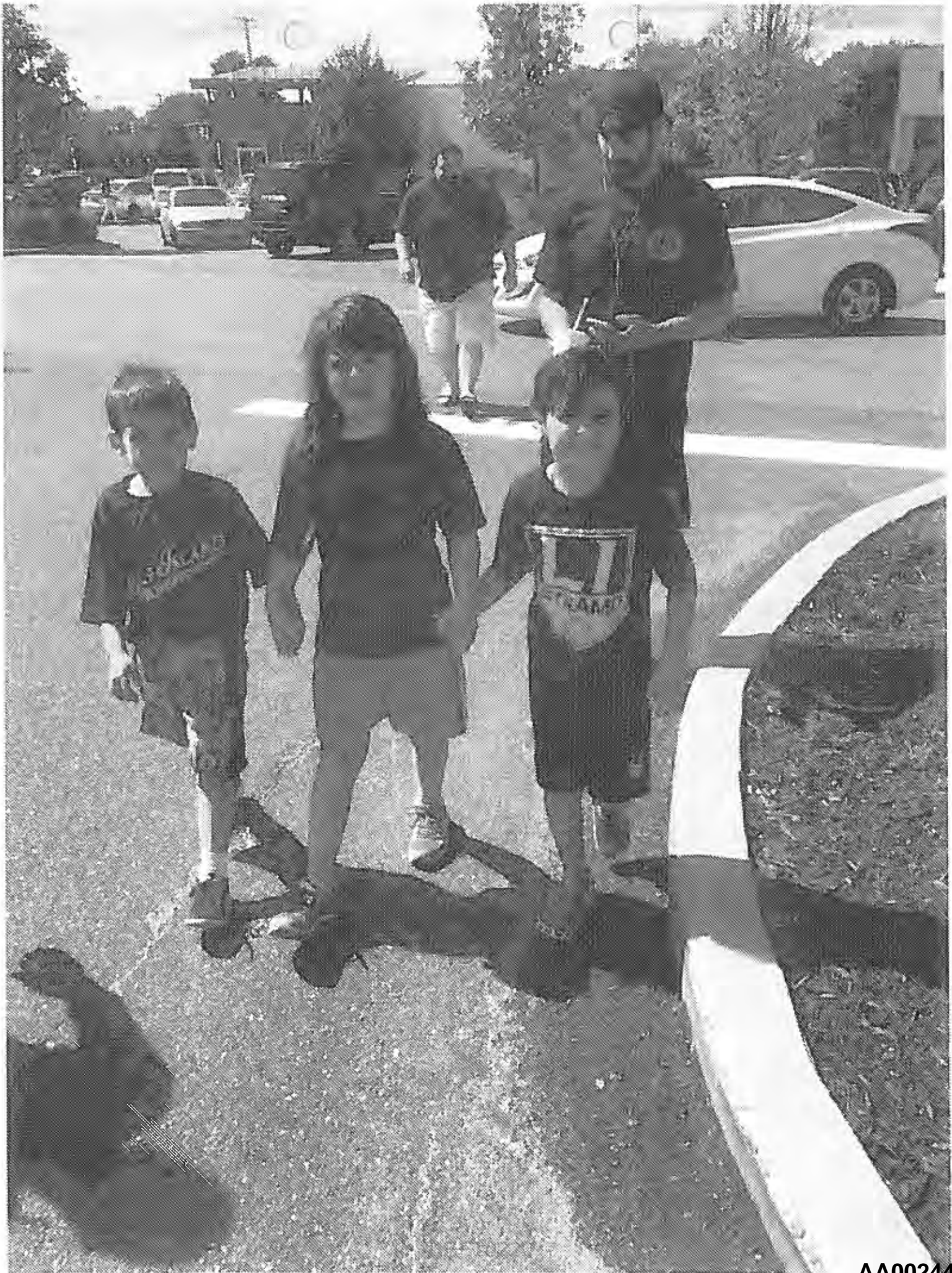






DEFT0218





AA00244



AA00245



AA00246



AA00247





AA00249

