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IN THE SUPREME COURT OF NEVADA

YOAV EGOSI,

Appellant,

vs.

PATRICIA EGOSI,

Respondent.

Case. No.: 76144

Dist. Ct.

Case. No.: D-16-540174-D

APPELLANT'S APPENDIX

VOLUME 6 of 10

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On Appeal from the Eighth Judicial District Court – Family Division

County of Clark, State of Nevada

Case No. D-16-540174-D

The Honorable Bryce C. Duckworth, District Court Judge

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1 about where Bea was actually licensed, where the parties were
2 living act -- at the precise moment and time, where it was
3 reviewed. It's clear to me based on the testimony, it's
4 undisputed that Ms. Goodman was the girlfriend of a friend of
5 the Defendants.

6 And the Plaintiff recognize -- and -- and referenced
7 that, emphasized that, that there was a preexisting
8 relationship suggesting that this individual who was licensed
9 in Florida and -- not Georgia. There was another state, New
10 Jersey or New York, I don't recall which.

11 MR. JIMMERSON: New York. New York.

12 THE COURT: That someone she would be influenced by
13 the Plain -- the Defendant. Now the Defendant that this --
14 this attorney did not like him. I even referenced yesterday
15 during our proceedings that -- and it's still something that
16 -- that is an interesting point to me that this individual
17 notwithstanding the insinuation or inference that she somehow
18 was aligned and maybe there was a conflict because she was a
19 girlfriend of a -- a friend of the Defendants that she still
20 advised the Plaintiff don't sign this agreement, advised
21 against signing it. I -- it -- had she been carrying his
22 water, presumably she would have said oh, this is fine, this
23 agreement is normal, it's customary, and there's no problem,
24 these things are entered into all the time.

1 But not only did she advise her not to sign it, but
2 she did advise her as well that I guess the language that was
3 used was that no American woman would sign -- sign such an
4 agreement.

5 And as Counsel are both aware, we see individuals,
6 both women and men, sign these agreements all the time with
7 provisions that are very -- very similar. I'm -- I'm not --
8 and this gets into more of the merits of the case. There --
9 there is -- the provisions of this agreement are -- are not --
10 not necessarily the -- uncommon in what we see in terms of
11 waiving interest in premarital assets, waiving rights to
12 spousal support. Those are not necessarily uncommon
13 provisions of a premarital agreement.

14 But she received -- she -- she did receive that
15 advice. And so the -- the suggestion to the Court when I
16 prejudged this case was that at no point in time had the
17 Plaintiff ever spoken to an attorney. Whether she was
18 licensed in Georgia or not is -- is -- it -- it becomes an
19 issue more of credibility for me than whether or not Bea
20 actually had that authority to even offer an opinion regarding
21 a premarital agreement -- prenuptial agreement that clearly
22 stated the choice of law was Georgia.

23 Whether that advice was given in Georgia or in
24 Florida, as a Florida attorney, she could -- could certainly

1 offer advice in general about a prenuptial agreement. It
2 becomes really a matter of qualifications as -- as it relates
3 to that -- that particular provision. But again, the more
4 important part for me is the whole credibility issue, that I
5 was led to believe that there was never any communication
6 whatsoever with an attorney. That's how I interpreted that
7 language.

8 That -- that the Plaintiff had limited education.
9 Plaintiff acknowledged in -- in the opening day of testimony
10 that she graduated from high school and attended three years
11 of college. I don't know that I -- and -- and it was in the
12 context of the Plaintiff working as a stripper.

13 Again, what's trying to be portrayed to the trier of
14 fact? What are you trying to tell me by -- by saying that --
15 that someone has limited education? Because in my mind, it's
16 generally someone that does not have any college education.

17 Now I get the fact that we may be talking about
18 systems that are different between countries, Brazil and --
19 and the United States, but I don't necessarily treat having
20 heard the testimony as high school education and three years
21 of college of being a limited education. And it does appear
22 also that -- that the Plaintiff had -- her work exposure was
23 -- went -- went beyond -- a bit beyond just a simple
24 receptionist, but again, I'm -- my -- my context of making

1 these comments regarding the issues of credibility is -- is
2 part of the analysis of the Court and understanding where
3 we're at what I perceived to be the case before this trial
4 started and what the evidence and testimony has demonstrated
5 to the Court.

6 As it relates to also the issue of language and --
7 and comprehension, you know, it's interesting in the testimony
8 that's been offered, I know the Defendant offered that the
9 Plaintiff is fluent in seven languages. Ms. Rawley apparently
10 signed a statement stated that the Plaintiff was -- spoke nine
11 languages. Now Plaintiff testified that she only speaks three
12 languages, English, Portuguese, and perhaps some Spanish which
13 is -- is very similar to Portuguese. But it's interesting the
14 contrasting testimony that I'm receiving and the information
15 -- the evidence that's coming in even through someone like Ms.
16 Rawley who I recognize was -- was offered to -- to talk about
17 the limit -- her limited knowledge, but still signed a
18 statement that was submitted perhaps to assist either the
19 Plaintiff or her son Edson (ph) to -- in -- in whatever
20 immigration process was underway.

21 So that part provides me with some context. Now I
22 also recognize that part of Ms. Rawley's testimony also
23 related to issues of credibility of the Defendant and that's
24 specifically to the drug use and the Defendant adamantly

1 denied ever -- ever used any drugs Ms. Rawley clearly
2 contradicted that.

3 I recognized the fact that the issue of drugs is
4 somewhat collateral to these proceedings. Not to say it's
5 unimportant or not noted or noticed by the Court, but my
6 credibility determinations are really more relevant and
7 pertinent today for today's purposes as I look at the issue of
8 the prenuptial agreement and the specific offers of proof of
9 what I was told I should believe in analyzing whether or not I
10 should enforce the -- the prenuptial agreement.

11 The choice of law provision again provides that this
12 is governed by -- by Georgia law. And I've had a chance to
13 review the -- that -- some of the case law and -- and Mr.
14 Edlin has offered his testimony. And -- and my
15 interpretation, and certainly it's -- it's of assistance
16 having someone who practices in Georgia recognizing that I
17 don't -- and I don't believe anyone else here does except for
18 Mr. Edlin, basically to confirm where I was in terms of my
19 understanding of Georgia law that you had -- both parties had
20 educated me and in your respective trial memorandums. It's
21 not something I gained on my own. I appreciate the
22 information that Counsel provided through their briefs. It
23 did give me the -- also the opportunity to pull up some of the
24 cases, because it did create some curiosity as I saw some

1 factual provisions that may share -- may have shared some simi
2 -- similarities with this case.

3 And -- and a lot of that points back to -- we've
4 talked about the Malon case. The Shear test that -- that was
5 referenced and highlighted by both parties, the Alexander
6 case, the Kwon case that's been discussed. One -- one
7 interesting note that I found in looking at the Alexander case
8 because there's reference in that case to the non-disclosure
9 of a 40 -- \$40,000 investment account.

10 There's also reference in the trial court's decision
11 to the fact that a child was born of the marriage. And the
12 appellate court -- and it was the Supreme Court of Georgia
13 that was the reviewing court specifically referenced that as a
14 matter of public policy, antenuptial agreements made in
15 contemplation of divorce are not absolutely void in Georgia.

16 And again, it's become clear to this Court that
17 unlike Nevada where we have adopted the Uniform Premarital
18 Agreement Act, the review of antenuptial or prenuptial
19 agreements is a matter of case law in Georgia. And the
20 Alexander court then cites the Shear case and the three
21 factors that -- that the Court should look at in determining
22 whether or not it's enforceable.

23 The supreme court noted that the trial court
24 determined that it would not enforce the agreement and cited

1 three of the basis -- bases set forth in the Shear -- in
2 Shear. Ms. Allander's -- Ms. Alexander's assent to the
3 agreement was procured by duress. Mr. Alexander failed to
4 disclose the material fact that he owned a \$40,000 investment
5 account and that facts and circumstances have changed since
6 the agreement was signed by virtue of the birth of the minor
7 child.

8 Now that's again what I'm interpreting that to me is
9 the supreme court was essentially restating what the trial --
10 trial court had found. Mr. Alexander asserted that the Court
11 abused its discretion and the supreme court effectively
12 determined that the judgment would be affirmed in essentially
13 not enforcing the agreement.

14 What I found interesting about that, not that it's
15 necessarily controlling, is that -- that the presiding justice
16 concurring and adjoined by it appears another justice
17 indicated -- I concur with the majority as holding that Mr.
18 Alexander's failure to reveal his investment account despite
19 his claim to have fully disclosed his -- all his assets
20 rendered his antenuptial agreement with Mrs. Alexander null
21 and void.

22 I write separate however to emphasize that this is
23 the only ground upon which the trial Court's decision can be
24 affirmed. I believe that the trial court erred by also

1 holding that the antenuptial agreement was void due to duress
2 and a change of circumstances.

3 Again, that is a -- a concurring opinion. That
4 doesn't necessarily control, but it's interesting because it
5 appeared to me that the supreme court justices were
6 referencing what the trial court had referred to and found
7 that there was not a sufficient basis to -- to reverse the
8 trial court's decision.

9 And -- and one reason I -- I looked at that decision
10 because parties have had a child after the marriage, and so it
11 became an issue of is that something that the Court would look
12 at as a determinative -- determinative factor, because my
13 experience in dealing with prenuptial agreements under Nevada
14 law, again, not Georgia law, is that that would not
15 necessarily be something that the Court would take into
16 account in adjudicating the validity of a pre -- premarital or
17 prenuptial agreement.

18 So as I look at the share prongs, the -- the factors
19 that I'm required to consider, I -- I have to determine first
20 whether the antenuptial agreement -- well, and -- and the --
21 the burden of proof is that the Plaintiff -- or the Defendant
22 needs to prove that the antenuptial agreement was not the
23 result of fraud, duress, mistake, misrepresentation, or
24 non-disclosure or material facts.

1 I don't find based on the testimony and my
2 evaluation regarding the credibility of the witnesses that
3 there was any fraud or duress, mistake, or misrepresentation.
4 The one issue that is really in dispute that has created more
5 attention or focus at least from me has been the
6 non-disclosure of material facts and that relates to the
7 specific assets that were disclosed and the timing of that.

8 Some of this gets into the timing and goes back to
9 what I said that I -- I felt that I didn't have the complete
10 picture when I received those offers of proof that -- that the
11 Plaintiff had never seen the antenuptial agreement. I believe
12 that the parties had jointly participated to some level with
13 the Defendant being the driving force in the initial draft in
14 June.

15 And -- and two months later thereabouts, it was
16 reprinted with changes that did not materially impact the
17 underlying issues regarding the enforceability of the
18 prenuptial agreement, that the Plaintiff had that in her
19 possession, had the opportunity certainly to read it, to have
20 it translated to the -- to the extent she felt it was
21 warranted, had the opportunity to review it with an attorney,
22 an attorney who advised against her signing the prenuptial
23 agreement and who explained at least in general terms the
24 meanings of the prenuptial agreement. I find that to be

1 credible.

2 It did not -- to be clear as I believe it's not in
3 dispute, did not go over line -- each -- every word of every
4 line of the agreement, but in general reviewed the terms of
5 the antenuptial -- or prenuptial agreement.

6 There's been reference to the fact that this same
7 attorney had -- had mentioned that if you have a baby that it
8 -- it is invalidated, that advice, that truly would be poor
9 advice, does -- does not render the legal opinion or the fact
10 that legal advice was sought, that doesn't -- I -- I don't
11 lose sight of the fact that there was legal advice that was
12 pursued. Maybe it was poor advice if that truly was what was
13 conveyed, but clearly this attorney had conveyed to the
14 Plaintiff not to sign it.

15 Now I also find credible based on the testimony
16 that's been offered that the Defendant was unaware that this
17 advice was being sought. It goes somewhat hand in hand with
18 the testimony that he offered that this -- this woman who was
19 a girlfriend of his friend did not necessarily like the
20 Defendant. And -- and so it's consistent with the fact that
21 she viewed this somewhat objectively and said I would
22 recommend against signing it.

23 And then after a few months -- or after a month or
24 so, the -- the prenuptial agreement was reprinted with slight

1 changes. And I call it slight, because it didn't really
2 change the material terms except for adding the asset
3 disclosure, debt disclosure of the Defendant, and the removal
4 of the child information, was reprinted and signed on that
5 same day, but it's -- it's effectively the same document.

6 The difference being the fact that the disclosure
7 effectively was made on that day and -- and that becomes one
8 of the issues that I have to look at and determine whether or
9 not there was a non-disclosure of material facts.

10 Well, on that day, there was clearly a disclosure of
11 specific assets, business assets and a home and a specific
12 debt. And -- and that was referenced in the prenuptial
13 agreement. For purposes of the -- of the record, the -- the
14 specific -- the specific property listed by the Defendant was
15 the condo at 2881 Peachtree Road, Unit 1101, Atlanta, Georgia,
16 the 2005 Mercedes SL55AMG, hundred percent shares of Hawk
17 Communications, LL, DBA, Joy Phone, and a hundred percent
18 shares of Hawk Voip LLC. Separate debts included the mortgage
19 of \$500,000 and revolving credit of a hundred and thirty
20 thousand dollars.

21 So that was added and -- and certainly there is a
22 question regarding the timing of that. As I interpret the
23 case law in Georgia, I -- there's no specific requirement that
24 there is a specific list or inventory of assets and debts or

1 an attached financial statement. I -- I did see some
2 reference to the fact that that might be preferable or that
3 might be a great idea then to attach a financial statement and
4 -- and it's certainly beneficial to the one who's trying to
5 enforce it, but I don't view that as a mandatory requirement
6 under Georgia law that there be an inventory or that -- or
7 that there is necessarily a specific dollar amount signed to
8 the value of the asset. Again, that would be helpful.

9 The testimony suggests to me that dollar value or
10 not, the Plaintiff made it clear that that was irrelevant to
11 her -- her intentions to both sign the premarital agreement
12 and -- and get married. She was in love, wanted to prove her
13 love to the Defendant, and that was inconsequential to her
14 whatever value the Defendant had put on those assets, that was
15 her testimony that she -- it was not material to her decision
16 to sign or not sign.

17 The parties had lived together for some period of
18 time prior to the signing of the -- the prenuptial agreement,
19 that during that period of time, the Plaintiff worked at the
20 business. There's been some disagreement as to exactly what
21 level of participation she had in the business, but it's
22 undisputed that she did have access to at least areas of the
23 office that other employees did not that only limited
24 employees had access to. And although the information that

1 she actually viewed and saw may have been limited, I find that
2 she generally did have access to information and was familiar
3 with the parties' lifestyle. The economics of the parties
4 based on the lifestyle they enjoyed both in Florida and
5 Georgia. It was familiar with the home, was familiar with the
6 vehicle.

7 Her familiarity with the business was -- was less.
8 There was no business valued placed on the asset, that does
9 get into the discussions with Mr. Guligan or Goagan, I don't
10 remember his -- his name, but that isn't necessarily material
11 to this. I know there was -- there were efforts to try and
12 determine exactly how much she knew about numbers being
13 discussed and -- and even today there was testimony about
14 whether the Plaintiff was used and -- and to translate because
15 he was from Brazil and the testimony was that he spoke Hebrew
16 and that's how he communicated with the Defendant.

17 So it doesn't really materially influence -- it
18 doesn't necessarily give me a -- a basis to determine that the
19 Plaintiff knew at that time what the value was because numbers
20 were being discussed. I'm not in -- in a position to make a
21 determination that there was a final -- that she was clearly
22 aware that the business was worth \$5,000,000, that 40 percent
23 was \$2,000,000 at that time.

24 But notwithstanding that, I do believe the business

1 -- the -- the Plaintiff had been in the business enough, was
2 familiar with what was being derived from the business because
3 she was living the lifestyle that the business was able to
4 generate and that she had access and the ability to obtain
5 that information. It ultimately was disclosed on the date the
6 prenuptial agreement was signed and it was listed as a
7 specific asset. I don't find that the failure to include
8 Plaintiff's assets, which I know that there's been some debate
9 and discussion even during these proceedings that it wasn't
10 listed in financial disclosure forms that have been filed with
11 this court, that's not a fatal flaw or -- or a defective point
12 that would create a basis for this Court to invalidate the
13 prenuptial agreement and the -- the Defendant has acknowledged
14 that that would be her sole and separate property and he's not
15 trying to argue that -- that it wouldn't be because there was
16 no disclosure form.

17 So I do find based on the sheer factors that there
18 was -- that -- that the Defendant has satisfied his burden to
19 demonstration that the antenuptial agreement was not the
20 result of fraud, duress, mistake, misrepresentation, or
21 non-disclosure of material facts.

22 Similarly, I -- I find that he's demonstrated that
23 the agreement is not unconscionable. There are two aspects to
24 that and this has been argued in the briefs submitted. A --

1 procedural aspect and more of a substantive aspect.
2 Substantively, and -- and I noted this previously, the terms
3 in this premarital agreement are not unlike terms that I've
4 seen not only as a practicing attorney but also sitting in a
5 judicial capacity.

6 The agreements that were reached are -- are not
7 foreign to what parties often times negotiate in prenuptial
8 agreements. As I indicated before, protecting and preserving
9 assets that you owned before marriage is not uncommon,
10 protecting future stream of income in terms of spousal support
11 is not necessarily uncommon as well.

12 Indeed, if -- if I found that including those type
13 of provisions were incon -- unconscionable, there would be no
14 reason to even have prenuptial agreements anymore. It would
15 -- it would essentially eliminate the -- the basis or reason
16 to do so.

17 Procedurally, that goes back to what I've already
18 analyzed in terms of the timing. The unconscionability would
19 go to whether or not there was some level of duress and how
20 this was entered into. And the fact that there was a
21 separation of time, also the fact that I haven't referenced
22 previously that when the parties entered the prenuptial
23 agreement, there was no specific date set for the marriage.
24 The parties showed up at the courthouse, that's my

1 understanding, or somewhere public where there was a large
2 gathering of many couples getting married and -- and had it
3 performed with the prenuptial agreement specifically and
4 expressly stating that it became enforceable at the point in
5 time in which the parties did marry.

6 So this is unlike some cases where you have the
7 prenup -- the prenuptial presented the day before or four days
8 before the wedding day. That's not what the case was here.
9 The parties married -- albeit a short while after, it was not
10 the day after, it was not the week after that they entered
11 into the prenuptial agreement and again --

12 MR. JIMMERSON: Six weeks later, Judge, September
13 26th.

14 THE COURT: So there was some time that passed and
15 it was -- and that's just using the August date, not even
16 referencing the fact that again the parties had access to an
17 original prenuptial agreement substantially similar back in
18 June of 2008.

19 The final prong is the burden of proof to
20 demonstrate that taking into account all relevant facts and
21 circumstances including changes beyond the parties'
22 contemplation when the agreement was executed and enforcement
23 of the antenuptial agreement would be neither unfair nor
24 unreasonable.

1 This gets into some of the discretionary aspect that
2 I believe I have apply in Georgia law and I specific ref --
3 specifically inquired of -- of Mr. Edlin about the -- the
4 language from the Alexander case which is quoted in the -- the
5 Plaintiff's motion about the Court having the discretion to
6 approve the agreement in whole or in part or refuse to approve
7 it as a whole.

8 It did create the creation and that's why the
9 Alexander case came to mind because the parties did have a
10 child. If under Ale -- under Georgia law that was essentially
11 a -- a change of circumstances in their interpretation of
12 prenuptial agreements. And I don't necessarily find that
13 that's the case. I think there were other attendant facts and
14 circumstances that warranted what the court did in -- in the
15 Alexander case.

16 What I do -- as -- as I -- as I look at that
17 provision and -- and the relevant -- looking at the relevant
18 cir -- circumstances including changes beyond the parties'
19 contemplation, I don't -- I don't necessarily find that having
20 a child together was beyond necessarily contemplation of the
21 parties and I don't really have any record that would allow me
22 to make such a leap or finding.

23 What I do find and given the discretion that I do
24 have is there should be a limiting aspect to the

1 enforceability of the terms of the prenuptial agreement.

2 First, the only assets I view as being protected by
3 the prenuptial agreement are the four assets listed in the --
4 in the exhibit attached to the prenuptial agreement. There
5 has been debate and discussion about bank accounts not being
6 disclosed on both sides. I -- I don't view -- and -- and so I
7 don't view this prenuptial agreement and I would not apply it
8 given that discretion that I have to approve in whole or part.
9 I don't view the agreement as protecting bank accounts or bank
10 account information.

11 A -- and as far as the Court's division of assets
12 and debts or view of what should be divided by the Court and
13 the final -- final division of assets. It's limit -- limited
14 to the specific assets that -- that have been referenced and
15 no other assets are included as part of my -- the protection
16 that's offered by the prenuptial agreement.

17 Also with respect to the issue of -- of spousal
18 support and recognizing that -- that the parties -- and -- and
19 this is not getting into a final determination, but the
20 parties were -- were -- the date of marriage was 2008. This
21 is not a long term marriage to begin with. So alimony even
22 without a prenuptial agreement, there is a limitation to that
23 issue given the very fact that it's not a long term marriage.
24 It's getting towards what I would consider a -- a mid length

1 marriage.

2 I accept the terms in the prenuptial agreement in --
3 with respect to post divorce alimony. I don't find that it
4 applies to the Court's order regarding preliminary support
5 that I've already issued and entered. So my enforcement and
6 granting of the motion to enforce the prenuptial agreement is
7 not intended to obviate or reverse this Court's orders with
8 respect to the temporary support allegations -- allocations
9 that have been issued. Those remain in place and should be
10 paid and remain enforceable terms that date back to earlier
11 proceedings in this case.

12 I recognize that there's still some time to go in
13 this case. We have a custody trial that's coming up, that
14 certainly I continue to urge Counsel to communicate and talk
15 about whatever possibly resolutions may come up to -- to need
16 to build Ben's relationship with both parties. And
17 thereafter, there may be additional evidentiary proceedings
18 necessary in -- in regards to the division of any assets or
19 debts not covered by the terms of the prenuptial agreement as
20 it relates to those financial matters. So I recognize there
21 is still work to be done -- done. There is still temporary
22 support that needs to be paid.

23 These findings and conclusions are based on my -- my
24 determinations regarding issues of demeanor and credibility.

1 And as I indicated at -- at the outset, there is some degree
2 of focus placed on -- on what I had perceived to be the facts
3 that would be demonstrated to me today that have changed. And
4 the sense I get from what I've heard is that they've changed
5 even amidst the discovery that's taken place as facts have
6 been uncovered.

7 Now all of that being said, I go back to what Ms.
8 McFarling asked in terms of -- of Bea Goodman's testimony and
9 the fact that she has come to light at -- at the late hour of
10 -- of these proceedings. I'm -- I'm not here to -- I'm -- I'm
11 not here to set any further proceedings in regard to what Ms.
12 Goodman may -- may or may not have to offer. I -- the only
13 basis -- and the only -- the only thing I would offer in that
14 regard is -- is -- as I have received the offers of proof in
15 your motions to the extent that there is new information that
16 gleaned, I would treat that as an offer of proof and make a
17 determination as to whether or not that would alter my
18 findings that I've issued today based on the record that's
19 before me.

20 I'm sensing that no one has really had any
21 communication with Ms. Goodman since that was disclosed.

22 MS. McFARLING: We -- we have attempted to call her
23 and have not been in touch with her. I don't -- I don't know
24 if you recall, there is a reference to that discussion in our

1 motion. So it -- the -- the finding or implication that --
2 that the offer of proof and the motion doesn't contain it,
3 there is a reference to that discussion and advice?

4 THE COURT: Where? Can you --

5 MS. McFARLING: It's Page 5, Line 11.

6 THE COURT: Well, Page 5, Line 11 is -- at first
7 Patricia refused to sign a prenuptial agreement but finally
8 relented as Joe told her that he would marry -- he would not
9 marry her unless she signed what he prepared. Additionally,
10 Patricia was informed that once --

11 MS. McFARLING: That --

12 THE COURT: -- her and Joe had children --

13 MS. McFARLING: Yes.

14 THE COURT: -- the contract would be null and void.

15 MS. McFARLING: Yes, that's the reference.

16 THE COURT: Well, no. And -- and you're right.
17 You're right to be clear for the record, but that -- that does
18 not -- that -- and I'm not sure if you're -- you're telling me
19 that that -- there is some implication that she sought legal
20 advice, because I don't read it that way and I -- I read it
21 that's --

22 MS. McFARLING: Well, her --

23 THE COURT: -- someone told her. It doesn't suggest
24 to me that she sought advice --

1 MS. McFARLING: Her --

2 THE COURT: -- from counsel.

3 MS. McFARLING: -- testimony was that she did not
4 know this woman was an attorney at that time. So our motion
5 doesn't say she met with an attorney because up until Monday
6 she wasn't actually aware this woman was an attorney.

7 THE COURT: Well, and let me -- let me just add --
8 and -- and I appreciate that. It doesn't change my analysis.
9 I -- the -- the evidence does establish that she was an
10 attorney. She was not licensed in Georgia, but she was
11 licensed in Florida and that's where a lot of this was taking
12 place. And -- and so she -- she actually was in fact an
13 attorney and the Court took judicial notice of the fact that
14 she has -- she is a licensed attorney.

15 I -- I want to be clear as well, I don't -- I don't
16 necessarily find that -- that obtaining that advice from a
17 licensed attorney would be fatal and -- or not obtaining it
18 would be fatal to the -- the validity of the prenuptial
19 agreement.

20 It's often times something that the Court is looking
21 at and -- and find some safety or value to someone receiving
22 legal advice. I get the fact that this was in someone's home,
23 so it wasn't in a law office. But this was a licensed
24 attorney in fact who advised the Plaintiff not to sign the

1 agreement. And -- and notwithstanding that advice, that
2 Plaintiff proceeded with signing the prenuptial agreement that
3 was materially the same as the one that -- that had been shown
4 to -- to Bea. But all of that being said, again, if there is
5 information that is gleaned from -- from Ms. -- from Bea, then
6 yeah, I would treat it the same way. It would -- it -- it --
7 well, you would have to follow under the local rules about
8 whether -- and the Nevada Rules of Civil Procedure as to
9 whether or not that -- that -- there would be a basis to
10 reopen the case based on finding new evidence.

11 And -- and like I said before, I think a lot of this
12 has come on fairly recently and -- and both sides have been
13 somewhat scrambling to somewhat put these pieces together.
14 But the -- it's clear to me from the record it did happen,
15 that she was in fact an attorney and did offer legal advice.
16 Whether it was good legal advice or not is not determinative
17 of the issue of whether or not the prenuptial agreement is
18 valid.

19 So based on the totality of those circumstances and
20 this Court's opportunity to review the evidence and evaluate
21 those issues of credibility and demeanor, I do find that there
22 is a basis in applying those principles of Georgia law and as
23 I indicated before, although I appreciate Mr. Edlin being here
24 with us, that was more it's not -- this is not determinative

1 of his testimony. His testimony was more to assist the Court
2 perhaps in making sure that my understanding of Nevada law
3 that both Counsel had educated me on was consistent and
4 accurate with the application of Georgia law and I find that
5 there is -- that they -- Defendant has satisfied his burden.

6 MR. JIMMERSON: Now Your Honor, you mentioned Nevada
7 law. You meant Georgia law.

8 THE COURT: I meant Georgia law. Yeah, on Georgia
9 law. And has satisfied his burden under the choice of law
10 provisions of Georgia law to -- to enforce the terms of the
11 prenuptial agreement to the extent that I have specifically
12 expressed and -- and pursuant to those expressed limitations.

13 Okay. We probably will need findings and
14 conclusions and orders.

15 MR. JIMMERSON: I'll prepare it and I'll send it to
16 Ms. McFarling for her review and approval.

17 THE COURT: Okay.

18 MS. McFARLING: I have a question.

19 THE COURT: Yes.

20 MS. McFARLING: So we -- you have excluded items
21 that were not disclosed from the -- being enforced under the
22 premarital agreement, specifically bank accounts, I -- I
23 believe in Mr. Egosi's deposition he -- his testimony about
24 how he manages his money with his businesses that he -- he

1 pulls money out into personal accounts when he needs it. So
2 he -- I would expect at that time because we have no
3 information about any accounts whatsoever at the time but had
4 personal and business accounts that he may well have held
5 personal funds in, because if he's a passthrough LLC, then any
6 of the profits, even if he leaves them in a business bank
7 account, are personal income claimed on his tax return.

8 So the question is if he has already earned funds in
9 business bank accounts at the time of the premarital agreement
10 is the non-disclosure of -- of those funds or those accounts
11 holding those funds included in the --

12 THE COURT: Well --

13 MS. McFARLING: -- exclusion.

14 THE COURT: -- here's -- here's what I would offer
15 in that regard, because I -- I can recognize that this is
16 probably part and parcel of the discovery issue that's
17 pending. And -- and to give you some direction and perhaps to
18 help out the discovery commissioner in that regard, because
19 bank accounts were not specifically listed in the prenuptial
20 agreement, I'm inclined to direct that any bank account
21 information is to be disclo -- disclosed whether it's business
22 or personal makes no difference to in terms of discovery.

23 I'm not prepared at this moment to make a final
24 determination regarding whether certain bank accounts because

1 the sense I'm getting from what you're arguing is that well,
2 you can keep all the money in the -- in the business and she
3 gets none of it and --

4 MS. MCFARLING: Yes.

5 THE COURT: -- and he's got \$2.50 in his personal
6 account. And I -- and I get that. And that's why I -- I do
7 find for -- for discovery purposes all of that information is
8 subject to disclosure and discovery. I -- I'm -- I'm just not
9 in a position. I'm not prepared to make a determination as to
10 what's going to be divisible and what's protected by the
11 prenuptial agreement at this time, but it should be -- it is
12 discoverable. Okay?

13 MR. JIMMERSON: Judge, just one clarification on
14 that. The time period for the bank accounts would be what --
15 I don't know if we're going to find records, because you know
16 there's --

17 THE COURT: Yeah, time --

18 MR. JIMMERSON: -- five --

19 THE COURT: -- time --

20 MR. JIMMERSON: -- to seven year --

21 THE COURT: Yeah.

22 MR. JIMMERSON: -- time.

23 THE COURT: I -- I mean, from a discovery
24 standpoint, I would not -- the availability maybe

1 questionable, but I'm not going to limit anything going back
2 to 2000 and --

3 MR. JIMMERSON: '8.

4 THE COURT: -- 8 when it was -- good luck in getting
5 those records, but I'm not going to limit it. If you --

6 MR. JIMMERSON: I --

7 THE COURT: -- can obtain those records, discovery
8 is open and you can pursue those back to 2008.

9 MR. JIMMERSON: I -- I have sat quietly through
10 this, but I think Ms. McFarling is attempting to divert the
11 Court or distract the Court for the Court's issues regarding
12 credibility, but we will go to work on producing the
13 documents, but I --

14 THE COURT: Okay.

15 MR. JIMMERSON: The Court has been careful to note
16 that an -- a bank account that's an asset of the company isn't
17 necessarily going to be a divisible asset. You need to see
18 what there is, how it's used and the like. But my point is
19 when you give a hundred percent interest in -- in two
20 businesses, the bank accounts that are part of those
21 businesses would be part of that.

22 And then -- and you've seen this in other -- in
23 other cases. If you have -- like you have suggested, if you
24 had a party intentionally withholding money so it doesn't get

1 distributed, you know, that's something you'll take into
2 consideration, obviously. To the extent that it's excess of
3 what the company --

4 THE COURT: Right.

5 MR. JIMMERSON: -- needs to operate, you can make
6 that finding that it's a personal asset and I -- probably
7 you've faced that --

8 THE COURT: Yeah.

9 MR. JIMMERSON: -- issue in other cases.

10 THE COURT: Well, and -- and that's why I think it's
11 premature for me --

12 MR. JIMMERSON: Right. I agree.

13 THE COURT: -- to really weigh in on that. But let
14 -- let me offer this as well, because I believe this again
15 comes under that discretion that I have under the Alexander
16 case from Georgia is that's part of where I'm going to look
17 at. That's part and parcel of looking at what I deem I should
18 enforce. There's no question to me that there is -- and --
19 and part of the motion that was filed was we need to get the
20 business valued. This disposed of the need for a business
21 valuation --

22 MR. JIMMERSON: Correct.

23 THE COURT: -- and I get that. But -- but given the
24 fact that I have that authority under Georgia law under the

1 choice of law provision to en -- enforce those components and
2 I'm telling you I don't need a value of the -- the business
3 entities.

4 MR. JIMMERSON: Understood.

5 THE COURT: I still believe under those provisions I
6 can look at the bank account information and I can make
7 determinations to the extent I -- I feel that there -- you
8 know, there is being money hoarded in -- in the business that
9 I feel should be shared that's been accumulated and earned,
10 that's something I certainly feel that I can look at and I
11 have the authority to under Alexander.

12 MR. JIMMERSON: Georgia should --

13 THE COURT: -- to make a disposition.

14 MR. JIMMERSON: -- be so lucky as to be recording
15 it.

16 THE COURT: So -- so I -- I think -- I -- to -- so I
17 -- I want to be clear for our record today that under the
18 Alexander decision, I do believe that -- that bank account
19 information still can be part of the what the Court considers
20 as a divi --

21 MR. JIMMERSON: We're -- we're working on it.

22 THE COURT: -- divisible asset.

23 MR. JIMMERSON: We're working on it.

24 THE COURT: Okay?

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MR. JIMMERSON: Thank you.

MS. McFARLING: Thank you, Your Honor.

THE COURT: All right.

MR. JIMMERSON: Appreciate it.

THE COURT: Thank you for your appearances.

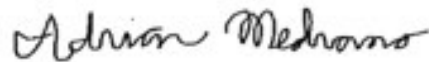
MR. EGOSI: Thank you, Your Honor.

MR. EDLIN: Thank you, Judge.

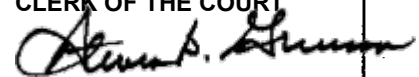
(PROCEEDINGS CONCLUDED AT 17:30:57)

* * * * *

ATTEST: I do hereby certify that I have truly and
correctly transcribed the digital proceedings in the
above-entitled case to the best of my ability.



Adrian N. Medrano



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ORDR

DISTRICT COURT

CLARK COUNTY, NEVADA

PATRICIA EGOSI,

Plaintiff,

v.

YOAV EGOSI,

Defendant.

CASE NO. D-16-540174-D

DEPT NO. Q

Dates of Hearing: June 13, 2017
June 14, 2017

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDERS

This matter came before the above-entitled Court for evidentiary proceedings on June 13, 2017 and June 14, 2017 on Plaintiff's Notice of Motion and Motion to Invalidate the Prenuptial Agreement, for a Business Valuation, for Spousal Support Arrears, and for Attorney's Fees and Costs (Jan. 5, 2017) (hereinafter referred to as Plaintiff's "Motion to Invalidate"), and Defendant, Yoav Egosi's, Motion to Validate the Prenuptial Agreement (Jun. 9, 2017) (hereinafter referred to as Defendant's "Motion to Validate").¹ Plaintiff, Patricia Egosi (hereinafter "Plaintiff"), appeared with

¹The Court noted the unique circumstances surrounding the scheduling of these evidentiary proceedings in light of the posture of the case. Although custody should be the initial issue adjudicated by the Court, evidentiary hearing dates were moved to accommodate schedules. Moreover, this Court recognized that the issue of the validity of the Prenuptial Agreement was hindering and/or stalling discovery efforts. Both parties stipulated to the manner in which these proceedings were scheduled.

1 her attorney of record, Emily McFarling, Esq., and Defendant, Yoav Egosi, appeared
2 through his attorney of record James Jimmerson, Esq. This Court had the opportunity
3 to consider the evidence admitted at the time of the evidentiary hearing, including the
4 testimony of the witnesses and the documentary evidence offered and admitted into
5 the record.²
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8 The witnesses included: Plaintiff, Defendant, Nicole Rawley, David Plotkin and
9 Shiel Edlin, Esq. This Court had the opportunity to evaluate issues of credibility and
10 demeanor of the witnesses. Based thereon, and good cause appearing, the Court
11 FINDS and CONCLUDES as follows:³
12

13 FINDINGS OF FACT

14 1. The Prenuptial Agreement at issue was executed in Atlanta, Georgia. The
15 validity of the Prenuptial Agreement should be adjudicated under Georgia law pursuant
16 to the terms thereof. Defendant has the burden of proof to validate the terms of the
17 Prenuptial agreement.
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20 ²Certain witnesses were excluded from testifying as a result of "notice" deficiencies that
21 were noted during the hearing. Although the Court offered more latitude with respect to the
22 timeliness of disclosures regarding the admission of documentary proof, objections to the
admission of certain exhibits were sustained.

23 ³This Court has inherent authority to construe and issue its orders. The Court's
24 decision on this matter (including findings and conclusions) was issued orally at the conclusion
25 of the proceedings on June 14, 2017. At that time, Defendant's counsel was directed to
26 prepare the findings, conclusions and orders from the proceedings. Both parties have
27 undergone changes in representation throughout the pendency of this highly contested
28 litigation. Indeed, current counsel for both parties was not involved in these evidentiary
proceedings. Proposed Findings of Fact, Conclusions of Law and Final Order were submitted
to the Court on *August 7, 2018*. Upon submission, and considering the lengthy delay in
Defendant submitting the same, this Court reviewed the record, including a renewed review
of the evidentiary proceedings. Based upon this review, these Findings of Fact, Conclusions
of Law and Orders are issued.

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2 2. At prior hearings, this Court offered observations regarding the Prenuptial
3 Agreement based on the offers of proof (on the premise that the offers of proof would
4 be proven at the time of the evidentiary hearing). Based on those offers of proof, this
5 Court issued preliminary orders regarding attorney's fees to be paid by Defendant to
6 Plaintiff in advance of the evidentiary proceedings. Ultimately, the evidence offered
7 by Plaintiff failed to credibly establish the facts set forth in the offers of proof that she
8 had provided the Court in her papers. The offers of proof made through the parties'
9 respective papers (motions, opposition, replies) are important as they relate to the
10 parties' credibility. Those offers of proof tie into some of the factors that this Court
11 is required to consider under Georgia law.
12
13

14 3. Plaintiff made the following offers of proof in her papers:
15

- 16 a. Defendant mentioned to Plaintiff that he wanted a prenuptial
17 agreement;
- 18 b. Plaintiff did not know the meaning of a prenuptial agreement;
- 19 c. Plaintiff at first refused to sign a prenuptial agreement;
- 20 d. The prenuptial agreement was a document that was drafted in its
21 entirety either by Defendant or a representative of Defendant;
- 22 e. Defendant directed Plaintiff to sign the prenuptial agreement
23 knowing that Plaintiff was not fluent in English and did not have
24 legal counsel;
- 25 f. Plaintiff was presented the prenuptial agreement on the same date
26 that she signed the prenuptial agreement;
- 27 g. Plaintiff never spoke to counsel and was not informed that she
28 should retain counsel;
- h. Indeed, at the time of signing the prenuptial agreement, Plaintiff
could neither read nor write English; and
- i. Plaintiff worked as a stripper, had limited education and worked
for the business as a basic receptionist.

4. As a result of those offers of proof, this Court provided some level of
direction to the parties (or prejudgment of the issues) at hearings held prior to the

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2 evidentiary hearing. This direction was premised on the evidence supporting the offers
3 of proof. The evidence actually adduced during the evidentiary hearing did not support
4 those offers of proof. Rather, based on the testimony that was offered, and this Court's
5 credibility determinations, this Court finds that:
6

- 7 a. Plaintiff did understand *in general* the meaning of the prenuptial
8 agreement. Further, she understood the nature and purpose of
9 such documents in her homeland of Brazil. Plaintiff had a general
10 understanding of the prenuptial agreement prior to having been
11 presented the same.
12
13 b. There was some involvement and participation by both parties in
14 the drafting of the prenuptial agreement. The form was generated
15 from an internet site both in June and then in August. *See* Exhibits
16 ZZ and LLL. Because Defendant was more familiar with the
17 process, he was the driving force in the preparation of the
18 agreement. It was clear nevertheless that there was information
19 that Plaintiff necessarily provided for the preparation of the
20 prenuptial agreement.
21
22 c. The Court recognizes that English is not Plaintiff's native tongue.
23 She maintains a distinct accent even today. She has developed
24 some fluency in the English language. Plaintiff's fluency or
25 proficiency in English was not as great at the time of the
26 prenuptial agreement as it is today. The Court does not accept
27 Plaintiff's offer, however, that Plaintiff was completely incapable
28 of reading or writing in English. That she could read and write
the English language was demonstrated, in part, by emails written
and sent by Plaintiff to Defendant. It appeared to be "broken"
English in some respects, which is still the case today with respect
to Plaintiff's fluency. Although Plaintiff acknowledged that she
speaks three languages (Spanish, Portuguese and English)
Defendant is more proficient and fluent in the English language
than is Plaintiff.
d. Plaintiff's offer of proof that the first time she saw the prenuptial
agreement was the day she signed the agreement is untrue.
Plaintiff actually did see an agreement that was not materially
different than the one she signed prior to August 2008. The only
changes from the June 2008 draft was the removal of the "child"

1
2 section and the addition of an asset and debt statement. The
3 Court had been led to believe that the first time that Plaintiff saw
4 any prenuptial agreement was in August 2008.

5 e. Prior to executing the agreement, Plaintiff spoke to an attorney
6 licensed to practice law in Florida. That attorney advised Plaintiff
7 not to sign the agreement, despite the fact that Plaintiff alleged
8 (without any corroboration or proof) that the attorney was aligned
9 with Defendant. Although the attorney was the girlfriend of a
10 friend of the Defendant, the credible testimony established that
11 this particular attorney did not think highly of Defendant and
12 advised against signing the agreement. Moreover, Defendant was
13 not aware that the Florida attorney's advice was sought.

14 f. The Florida attorney that advised the Plaintiff about the
15 prenuptial agreement was qualified to give advice in general about
16 prenuptial agreements, and that general advice is sufficient for
17 Plaintiff to understand her rights.

18 g. Plaintiff was educated, having graduated from the equivalent of
19 high school in Brazil and completing three (3) years of college.
20 Although this Court recognizes that the educational systems may
21 be different between countries, the notion that Plaintiff was largely
22 uneducated was not credible. In addition, Plaintiff had more work
23 experience than a mere receptionist.

24 h. Plaintiff worked at the business, Hawk Communication, that was
25 disclosed in the prenuptial agreement, she had access to
26 information concerning the business's finances, was aware of the
27 lifestyle the income generated by the business afforded the parties,
28 was familiar with the home that the Defendant was able to afford
due to the income generated by the business, and therefore had
adequate knowledge of the value of the assets disclosed by the
Defendant.

i. The disclosures made by Defendant were sufficient and timely
because, whether or not full disclosure of a specific dollar amount
attached to each asset was included, it was irrelevant to the
Plaintiff because she was in love, wanted to prove her love to the
Defendant, and it was inconsequential to the Plaintiff whatever
value the Defendant attached to the assets disclosed.

1
2 5. Overall, although this Court has reservations regarding both parties'
3 credibility based on the testimony offered during the evidentiary hearing, Plaintiff's
4 testimony was less credible as to the specific issues before the Court, taking into
5 consideration the offers of proof made by both parties prior thereto.
6

7 6. That the fact that the parties had a minor child during the marriage does
8 not qualify as changed circumstances for purposes of construing the prenuptial
9 agreement.
10

11 CONCLUSIONS OF LAW

12 Based upon the foregoing Findings of Fact, the Court makes its Conclusions of
13 Law as follows:

14 1. The choice of law provision of the prenuptial agreement provides that
15 Georgia law governs the enforcement of the prenuptial agreement. Based on the
16 application of Georgia law, Plaintiff failed to demonstrate that the prenuptial
17 agreement was the result of fraud, duress, mistake, misrepresentation, or non-disclosure
18 of material facts.
19
20

21 2. Under Georgia law, the review of antenuptial or prenuptial agreements is
22 a matter of case law. In this regard, it is not a matter of statutory interpretation. To
23 assist the Court, Defendant offered the testimony of Shiel Edlin, Esq., an attorney
24 licensed in the State of Georgia, regarding the application of Georgia law. Mr. Edlin's
25 testimony provided assistance to the Court in confirming this Court's understanding
26 of Georgia law (as previously briefed by the parties).
27
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2 3. This Court reviewed *Mallen v. Mallen*, 280 Ga. 43, 622 S.E.2nd 812
3 (2005), *Alexander v. Alexander*, 279 Ga. 116, 610 S.E.2nd 48 (2005), *Kwon v. Kwon*,
4 333 Ga. App. 130, 775 S.E.2nd 611 (2015), and *Scherer v. Scherer*, 249 Ga. 635,
5 640(2), 292 S.E.2d 662 (1982). "As a matter of public policy, antenuptial agreements
6 made in contemplation of divorce are not absolutely void in Georgia." *Alexander v.*
7 *Alexander*, 279 Ga. 116, 117, 610 S.E.2nd 48, 49 (2005). Unlike Nevada (which has
8 adopted the Uniform Premarital Agreement Act), the review of prenuptial agreements
9 is a matter of case law in Georgia. The court in *Alexander* cited *Scherer v. Scherer*, 249
10 Ga. 635, 640(2), 292 S.E.2d 662 (1982), that identified the three factors or criteria the
11 Court should look at for purposes of determining enforceability. The three criteria
12 included: (1) Whether the agreement was procured by fraud, duress or mistake, or
13 through misrepresentation or nondisclosure of material facts; (2) whether the
14 agreement is unconscionable; and (3) whether facts and circumstances changed since
15 the agreement was executed, so as to make its enforcement unfair and unreasonable.
16 *Id.* at 641(3), 292 S.E.2d 662. Whether an agreement is enforceable in light of these
17 criteria is a decision made in the trial court's sound discretion. *See Adams v. Adams*, 278
18 Ga. 521, 522-523(1), 603 S.E.2d 273 (2004). Under Georgia law there is no specific
19 requirement that a specific list or inventory of assets and debts or an attached financial
20 statement accompany a prenuptial agreement.

21
22 4. Based on the evidence admitted at the time of trial, Defendant satisfied
23 his burden of demonstrating that the prenuptial agreement was not procured by fraud,
24 duress, mistake, or through misrepresentation. This Court's primary concern relates
25

1 to the potential non-disclosure of material facts. In this regard, the disclosure of assets
2 was limited and the timing thereof took place on the date of execution of the
3 agreement. Although Plaintiff had participated in the drafting of the agreement, the
4 disclosure of assets by Defendant was made after this participation. As a matter of
5 equity, this creates a basis under Georgia law to limit the application of the agreement
6 to only those assets specifically disclosed. On the date of execution, there was clearly
7 a disclosure of specific assets that included a condominium located at 2881 Peachtree
8 Road, Unit 1101, Atlanta, Georgia, the 2005 Mercedes SL55AMG, 100% shares of
9 Hawk Communications (dba Joy Phone), and 100% shares of stock in Hawk Voip LLC.
10 Separate debts included \$500,000 and revolving credit of \$130,000. Although there
11 does not appear to be a specific disclosure requirement under Georgia law (such a
12 disclosure is "preferable"), this is an equitable factor that should limit the application
13 of the prenuptial agreement to those specific assets that were disclosed.⁴ With the
14 foregoing limitations, Defendant satisfied his burden to demonstrate that there was
15 sufficient disclosure of material facts.

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21 5. Based on this Court's findings and conclusions, the prenuptial agreement
22 is not unconscionable – either procedurally unconscionable or substantively
23 unconscionable. From a substantive perspective, protecting and preserving assets
24 owned prior to a marriage and protecting future stream of income is not uncommon or
25

26
27 ⁴Defendant argued that the limited and late disclosure should be disregarded because
28 Plaintiff made it clear that she would have signed the agreement without any disclosure. She
was in love with Defendant and desired to marry him and "prove" her love for him. As a
matter of equity, this Court is not persuaded that Defendant's limited and late disclosure
should be completely disregarded.

1 unusual. Indeed, if the Court found or concluded that the terms set forth in the
2 prenuptial agreement were substantively unconscionable, virtually every prenuptial
3 agreement should be voided. Nevertheless, and again taking into consideration the late
4 disclosure of an inventory or listing of assets, such a finding and conclusion is limited
5 to the disclosures attached to the agreement. It is not procedurally unconscionable
6 because there was a separation of time between the first time Plaintiff saw the
7 prenuptial agreement and the time she executed it (a total of six (6) weeks).
8 Considering everything that transpired in between and the fact that the prenuptial
9 agreement did not become enforceable until the parties actually married, it was not
10 procedurally unconscionable.
11

12 6. The final prong of the analysis, *supra*, is the burden of proof to
13 demonstrate that taking into account all relevant facts and circumstances, including
14 changes beyond the parties' contemplation when the agreement was executed and
15 enforcement of the antenuptial agreement would be neither unfair nor unreasonable.
16 Pursuant to *Alexander*, *supra*, and the corroborating testimony of Mr. Edlin, this final
17 factor allows the court some discretion. In this regard, the Court has discretion to
18 approve the agreement in whole, in part, or refuse to approve it as a whole.⁵ Defendant
19 has satisfied this burden to the extent that the provisions of the agreement are limited
20 to the preservation as separate property those assets that were specifically disclosed.
21 Additional equitable factors include Defendant's superior financial position at the time
22

23 ⁵This Court does not find that the fact that the parties had a child (as was the case in
24 *Alexander*) was beyond the contemplation of the parties.
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1 of the marriage as well as the fact that, although Plaintiff sufficiently understood the
2
3 agreement, Defendant had a superior grasp of the terms and language of the prenuptial
4 agreement.

5 7. In summary, the only assets the Court views as being protected by the
6
7 prenuptial agreement are those assets listed in the exhibit attached to the prenuptial
8 agreement. Moreover, the parties have waived the right to pursue spousal support
9 pursuant to the terms of the prenuptial agreement. Nevertheless, the terms of the
10 prenuptial agreement do not preclude the Court from preliminary or temporary
11 support, particularly to the extent the Plaintiff could qualify for public benefits and be
12 a public charge.
13

14 Based on the foregoing Findings and Conclusions, and good cause appearing
15 therefore,
16

17 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the prenuptial
18 agreement is valid *in part*.

19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the only
20 assets protected by the prenuptial agreement are those assets specifically listed in the
21 exhibit attached to the prenuptial agreement.
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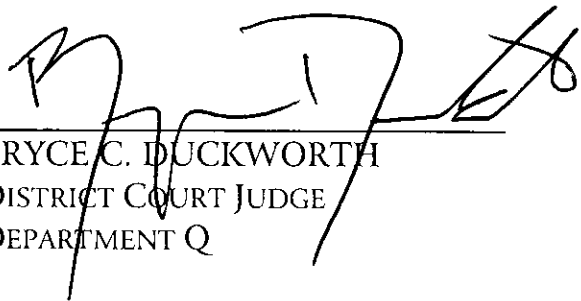
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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that permanent alimony is not available to the parties according to the terms of the prenuptial agreement, but temporary maintenance pending trial is available.

DATED this 4th day of September, 2018.


BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

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09/20/2017


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

PATRICIA EGOSI,
Plaintiff,
vs.
YOAV EGOSI,
Defendant.

CASE NO.: D-16-540174-D

DEPT. NO.: Q

Hearing Date: 9/8/2017

Hearing Time: 9:00 a.m.

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DEPARTMENT Q

ORDER

THIS MATTER HAVING COME ON before the above-entitled Court for an Evidentiary Hearing; Attorney Joe Riccio and Alicia Exley, of Vegas West Attorneys present and on behalf of Plaintiff; Attorney Dennis M. Leavitt, Esq. of Leavitt Law Firm present and on behalf of Defendant; and the Court having before it all the papers and pleadings on file herein being fully advised in the premises, good cause appearing therefore;

THE COURT FINDS that a conflict of interest occurs with Plaintiff's new counsel, therefore they shall not be participating any further in the hearing.

THE COURT FURTHER FINDS that Mr. Leavitt requested Defendant's request for sole legal and sole physical custody be granted. Defendant sworn and testified. THE

1 **COURT FURTHER FINDS** that it is admitting Dr. Paglini's report as the Court's
2 exhibit.

3 Based on the record established through the admission:

4 **IT IS HEREBY ORDERED** that Defendant's Motion is GRANTED.

5 **IT IS FURTHER HEREBY ORDERED** that Defendant shall have SOLE LEGAL
6 CUSTODY of the minor child, Benjamin Egosi, born January 14, 2014.

7 **IT IS FURTHER HEREBY ORDERED** that Defendant shall have SOLE
8 PHYSICAL CUSTODY of the minor child.

9 **IT IS FURTHER HEREBY ORDERED** that once Plaintiff is released from
10 incarceration she shall have SUPERVISED VISITATION every Sunday, Tuesday and
11 Thursday from 4:00 PM to 8:00 PM. Plaintiff's VISITATION shall continue to be
12 SUPERVISED by Viktorin Newman.

13 **IT IS FURTHER HEREBY ORDERED** that as Defendant currently has SOLE
14 LEGAL CUSTODY, he could travel to Israel with the minor child Benjamin Egosi, born
15 January 14, 2014.

16 **IT IS FURTHER HEREBY ORDERED** that a CASE MANAGEMENT
17 CONFERENCE is set for October 31, 2017 at 11:00 AM.

18 **IT IS FURTHER HEREBY ORDERED** the Motion for Reconsideration set for
19 September 27, 2017 at 9:00 AM is hereby CONTINUED to October 31, 2017 at 11:00
20 AM.

SEP 14 2017

21 DATED this _____ day of September, 2017.

22 
23 **DISTRICT COURT JUDGE** 

24 Respectfully Submitted By:

25 **LEAVITT LAW FIRM**

26 
DENNIS M. LEAVITT, ESQ.

27 Nevada Bar No. 3757

28 229 Las Vegas Blvd. So.

Las Vegas, Nevada 89101

Attorneys for YOAV EGOSI

1 TRANS

FILED

FEB -7 2019

Alvin L. Johnson
CLERK OF COURT

COPY

5 EIGHTH JUDICIAL DISTRICT COURT
6 FAMILY DIVISION
7 CLARK COUNTY, NEVADA

9 PATRICIA EGOSI,)

10 Plaintiff,)

11 vs.)

12 YOAV EGOSI,)

13 Defendant.)

CASE NO. D-16-540174-D

DEPT. Q

VOL. I

14
15 BEFORE THE HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 FRIDAY, AUGUST 31, 2018
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1 APPEARANCES:

2 The Plaintiff: PATRICIA EGOSI
3 For the Plaintiff: JOHN BLACKMON, ESQ.
STEPHEN OLIVER, ESQ.
4 4145 W. Teco Ave.
Las Vegas, Nevada 89118
5 (702) 475-5606

6 The Defendant: YOAV EGOSI
7 For the Defendant: ALEX GHIBAUDO, ESQ.
703 S. 8th St.
8 Las Vegas, Nevada 89101
9 (702) 924-6553
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I N D E X O F W I T N E S S E S

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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LIZON BLOCK-LEVY	207	214	--	--
PATRICIA EGOSI	264	280	289	--
BRIAN LORENZ	290	298	--	--

DEFENDANT'S
WITNESSES:

YOAV EGOSI	26	68	129	138
VIKTORIN NEWMAN	149	160	177	--
ILONA KRITZLER	186	193	--	--
YARIV EGOSI (Video)	223	230	245	--
AYEAET EGOSI (Video)	253	--	--	--

* * * * *