

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDRA LYNN NANCE,

Appellant,

v.

CHRISTOPHER MICHAEL
FERRARO,

Respondent.

Electronically Filed
May 30 2017 03:06 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court 72454
District Case No. D-10-426817-D

**APPENDIX TO
RESPONDENT CHRISTOPHER MICHAEL FERRARO'S
CHILD CUSTODY FAST TRACK RESPONSE**

APPEAL FROM ORDER GRANTING
RELOCATION AND MODIFICATION OF CHILD CUSTODY
Case No. D-10-426817-D

MICHAEL K. WALL (2098)
SHANNON R. WILSON (9933)
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Attorneys for Respondent

Document Index

Document	Description	Bates Nos.
1	Stipulation and Order, filed April 8, 2011	RA000001-000065
2	Minutes on Return on Psychiatric Evaluation, dated March 27, 2012	RA000066-000067
3	Defendant Christopher Ferraro's Motion in Limine #2, filed January 13, 2016	RA000068-000079
4	Plaintiff's Opposition to Defendant's Motion in Limine #2: Countermotion and Reasonable Attorney Fees and Costs, filed January 25, 2016	RA000080-000098
5	Defendant's Reply in Support of Motion in Limine #2, filed February 5, 2016	RA000099-000104
6	Notice of Entry of Order From Minute Order filed, March 14, 2016	RA000105-000109

Alphabetical Index

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CERTIFICATE OF SERVICE

I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this date **APPENDIX TO RESPONDENT CHRISTOPHER MICHAEL FERRARO'S CHILD CUSTODY FAST TRACK RESPONSE** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Emily McFarling (8567)
6230 W. Desert Inn Road
Las Vegas, NV 89146

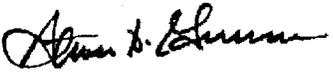
Attorney for Appellant

DATED this 30th day May, 2017.


An employee of Hutchison & Steffen, LLC

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

8 SANDRA LYNN NANCE,)
9)
10 Plaintiff,)
11 vs.)
12)
13 CHRISTOPHER MICHAEL FERRARO,)
14 Defendant.)

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

STIPULATION AND ORDER

15
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 ///

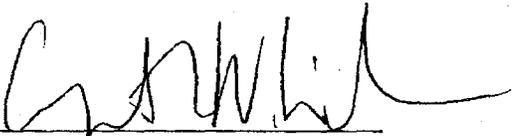
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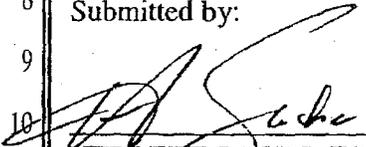
DISTRICT COURT
DEPT K RA000001

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 DISTRICT COURT JUDGE *MS*

7
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
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RA000002

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) unemancipated 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

 Wife's Initials

 CF **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 PreNuptual Agreement, dated January 15, 2010, referenced in the parties' PostNuptual 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**

Page 2 of 34

 **Husband's Initials**

RA000006

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:

SN Wife's Initials

Page 3 of 34

CF Husband's Initials

RA000007

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.

GW

Wife's Initials

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CF

Husband's Initials

RA000008

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.

GW

Wife's Initials

Page 5 of 34

CF

Husband's Initials

RA000009

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.

GD

Wife's Initials

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CF

Husband's Initials

RA000010

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

EW Wife's Initials

CF Husband's Initials RA000011

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

 SP Wife's Initials

 CF Husband's Initials RA000012

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

GW Wife's Initials

CF Husband's Initials RA000013

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



Wife's Initials

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Husband's Initials RA000014

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.



Wife's Initials



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**.

SN Wife's Initials

CF Husband's Initials RA000016

4. The parties' child shall reside with the Father for three (3) additional weeks per calendar 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.

GN Wife's Initials

CF Husband's Initials RA000017

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.

GW

Wife's Initials

CF

Husband's Initials

HOLIDAY SCHEDULE

MOTHER	FATHER
Mother's Day - Every year	Father's Day - Every year
Easter Day - Odd years	Easter Day - Even years • 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	Thanksgiving Day - Even years. 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.
Christmas Day - Even years	Christmas Day - Odd years 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.

* Holiday/Vacation time supercedes the parties' timeshare schedule

 Wife's Initials

 Husband's Initials RA000019

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

 Wife's Initials

CF Husband's Initials RA000020

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.

SN Wife's Initials

CF Husband's Initials RA000021

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.

SN Wife's Initials

CF Husband's Initials RA000022

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.

LN

Wife's Initials

Page 19 of 34

CF

Husband's Initials RA000023

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.

SW Wife's Initials

CF Husband's Initials RA000024

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.

 Wife's Initials

 Husband's Initials RA000025

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 parent 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 assignment 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.

SW

Wife's Initials

Page 22 of 34

CF

Husband's Initials RA000026

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



Wife's Initials

Page 23 of 34



Husband's Initials RA000027

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.

SW Wife's Initials

CF Husband's Initials RA000028

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.

GN

Wife's Initials

Page 25 of 34

CF

Husband's Initials RA000029

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.

GW Wife's Initials

CF Husband's Initials RA000030

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 RA000031

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.

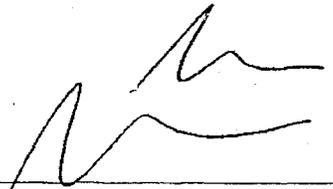
7. This agreement shall not be invalidated or otherwise affected by a reconciliation or a resumption of marital relations between the parties unless they have executed and acknowledged a written statement expressly setting forth that they are canceling this agreement. This agreement shall not be invalidated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

 SJ Wife's Initials

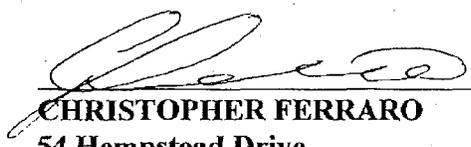
 CF Husband's Initials

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

SN

Wife's Initials

CF

Husband's Initials RA000033

STATE OF NEVADA)

)SS.:

COUNTY OF CLARK)

On this 7 day of ~~February~~ ^{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



Savannah Garcia
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

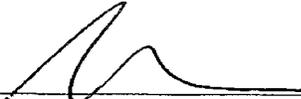
Donna L. Poulos
NOTARY PUBLIC

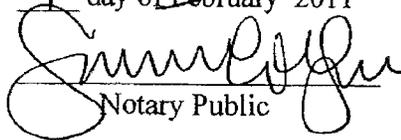
SN Wife's Initials

CF Husband's Initials RA000034

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 01
1 day of February March 2011

Notary Public



SW Wife's Initials

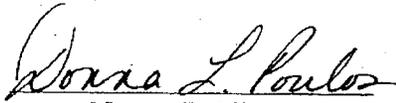
CF Husband's Initials RA000036

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

 Husband's Initials RA000038

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) unemancipated 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

RA000040

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

RA000041

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.

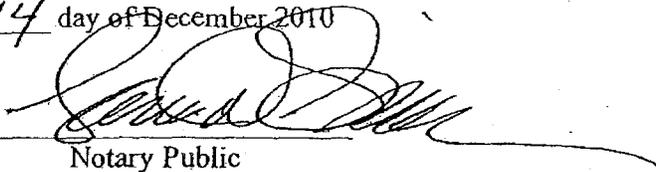
10. That neither the property settlement arrived at between me and my Wife, nor my signing and acknowledging of the foregoing Settlement Agreement was occasioned, brought about or influenced by the use of any duress, coercion or undue influence practiced, brought or exercised upon me in any matter by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

RA000044

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.



Wife's Initials

Husband's Initials

RA000045

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.

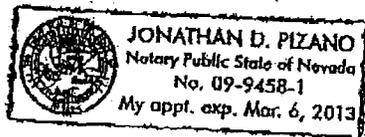


SANDRA NANCE

Sworn to before me this
14 day of December 2010



Notary Public



 J
Wife's Initials

Husband's Initials

SCHEDULE A

RA000047

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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RA000048

- 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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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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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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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

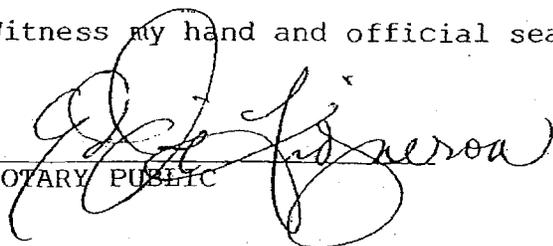
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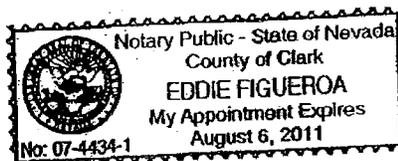
ACKNOWLEDGMENT

STATE OF NEVADA)
) 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.


NOTARY PUBLIC



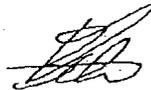
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ATTORNEY CERTIFICATION

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 forgoing 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

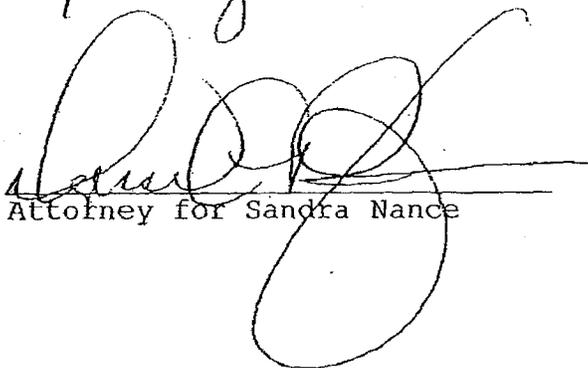
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ATTORNEY CERTIFICATION

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 forgoing 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

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**
Supreme Court No.: **72454**

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

Emily M McFaring, ESQ
Retained
702-565-4335(W)

Subject Minor Nance, Evan Daniel Male

EVENTS & ORDERS OF THE COURT

03/27/2012 **Return Hearing** (9:00 AM) (Judicial Officer Giuliani, Cynthia N.)
Return: Psychiatric Evaluation

Minutes

01/24/2012 10:00 AM

03/27/2012 9:00 AM

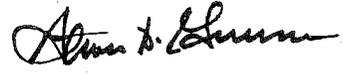
- RETURN: PSYCHIATRIC EVALUATION Court called the case then reviewed the issues. Court inquired if the parties and counsel had reviewed the evaluation report. Both counsel and both parties replied in the affirmative. Discussion regarding the evaluation report and Dr. Paglini's recommendations. Argument by Mr. Roy regarding the evaluation report and Plaintiff's request to modify custody based on that report. Argument by Mr. Goodman in rebuttal to counsel's argument, the evaluation report and Dr. Paglini's findings. He argued further regarding adoption of Dr. Paglini's recommendations. Further argument and discussion regarding an incident at an ice skating rink with Defendant and the child, Defendant's visitations, Dr. Paglini's findings and recommendations, Defendant's visitations and payment of Dr. Paglini's costs. Court provided the internet website address for the University Of Nevada Las Vegas (UNLV) online parenting classes to both parties IN OPEN COURT. COURT ORDERED, Dr. Paglini's RECOMMENDATIONS are AFFIRMED and ADOPTED. DEFENDANT'S VISITATIONS shall TAKE PLACE in LAS VEGAS NEVADA for the next 4 MONTHS pending COMPLETION of EXTENSIVE PARENTING CLASSES. The parties shall ATTEND the ONLINE PARENTING CLASSES through the University Of Nevada Las Vegas (UNLV). The parties shall resolve their parenting issues through a PARENTING CO-COORDINATOR. The parties are referred to MARGARET PICKARD. If the parties do not wish to go forward with Ms. Pickard counsel shall CONFER to CHOOSE another PARENTING COORDINATOR. The parties shall work on their CO-PARENTING SKILLS with the PARENTING COORDINATOR. The parties shall CONSULT the PARENTING COORDINATOR regarding the ISSUES of the child's PRESCHOOL, COUNSELING and EXTRA CURRICULAR ACTIVITIES. Plaintiff shall PROVIDE the INFORMATION regarding the child's COUNSELING to Ms. Pickard through her counsel. After completion of the PARENTING CLASSES, and the parties having worked with the Parenting Co-Coordinator, Dr. Paglini's recommendations for the HOLIDAY VISITATIONS and DEFENDANT'S VISITATIONS shall GO FORWARD. The parties shall COMPLY with the JOINT LEGAL CUSTODY provisions. The parties

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shall COMMUNICATE by way of EMAIL for the CHILD'S ISSUES ONLY, except in case of an emergency. NEITHER PARTY, NOR their FAMILIES, shall DISPARAGE the OTHER PARENT in the PRESENCE of the CHILD. Counsel shall BRIEF the issue of the CHILD'S SURNAME HYPHENATION. The COURT shall ISSUE it's DECISION by APRIL 4, 2012. Counsel shall HOLD the DECREE OF DIVORCE pending the Court's DECISION about the child's surname. Mr. Goodman shall PREPARE the ORDER. Mr. Roy shall REVIEW the ORDER as to form and content then SIGN OFF.

Parties Present

Return to Register of Actions


CLERK OF THE COURT

1 MLIM
Shannon R. Wilson (9933)
2 Todd L. Moody (5430)
HUTCHISON & STEFFEN, LLC
3 Peccole Professional Park
10080 West Alta Drive, Suite 200
4 Las Vegas, NV 89145
Tel: (702) 385-2500
5 Fax: (702) 385-2086
swilson@hutchlegal.com

6 Attorneys for Defendant Christopher Michael Ferraro

7
8 DISTRICT COURT- FAMILY DIVISION
9 CLARK COUNTY, NEVADA

10 SANDRA LYNN NANCE) CASE NO. D-10-426817-D
11 Plaintiff(s),) DEPT NO. F
12 v.)
13 CHRISTOPHER MICHAEL FERRARO) DEFENDANT CHRISTOPHER
14 Defendant(s).) FERRARO'S MOTION IN LIMINE
15) #2
16) Date of Hearing: 3 / 15 / 16
17) Time of Hearing: 10 : 00 am
18) Oral Argument Requested: Yes

17 Defendant Christopher Ferraro, through his attorney of record, Shannon R. Wilson of
18 Hutchison & Steffen, LLC, moves the Court for an order *in limine* before trial as follows:

19 That no evidence may be offered or received relative to the facts and circumstances
20 existing between the parties prior to the last custody order filed November 30,
21 2012, and that the Parties are precluded from using any pleading, testimony,
22 remarks, questions or arguments relative to the facts and circumstances existing
23 between the parties prior to the last custody order, on the ground that such evidence
24 is *res judicata* and, as such, is not relevant or if the evidence is somehow found to
25 be relevant, its probative value is substantially outweighed by the danger of unfair
26 prejudice, confusion of the issues, misleading the trier of fact, considerations of
27 undue delay, waste of time or needless presentation of cumulative evidence.

28 The allegations that Plaintiff apparently seeks to focus on and prove as suggested by her exhibits,

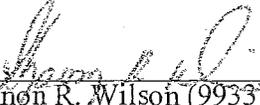
HUTCHISON & STEFFEN
A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

1 discovery requests and deposition of the Defendant, are more than three years old and in some
2 cases more than five years old. Such information, as it relates to the best interest of the child, is
3 eclipsed by the most recent three years of facts and circumstances, which have transpired since the
4 last custody order.

5 This motion is brought pursuant to Eighth Judicial District Court Rule 5.40. It is based
6 on *inter alia* *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004), NRS 48.015 through
7 48.035, all documents on file with the court in this matter, and the points and authorities that
8 follow.

9 DATED this 11th day of January, 2016.

10 HUTCHISON & STEFFEN, LLC

11 By: 
12 Shannon R. Wilson (9933)
13 Todd L. Moody (5430)
14 Peccole Professional Park
15 10080 West Alta Drive, Suite 200
16 Las Vegas, NV 89145
17 Tel: (702) 385-2500
18 Fax: (702) 385-2086
19 swilson@hutchlegal.com

20 Attorneys for Defendant Christopher Michael Ferraro

21 NOTICE OF MOTION

22 NOTICE IS HEREBY GIVEN that the foregoing Defendant Christopher Ferraro's
23 Motion in Limine # ___ has been set for hearing on the 15 day of March, 2016, at the
24 hour of 10:00 a.m., in Department F, Courtroom 3 of the Family Courts and Services Center,
25 601 N. Pecos Rd., Las Vegas, Nevada.
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POINTS & AUTHORITIES

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1. FACTS

This is a post-divorce motion for relocation of a minor child. Defendant Christopher Ferraro and Plaintiff Sandra Nance share a seven year old son, Evan. At the time of their original divorce in 2010 to 2012, custody was hotly contested, the allegations between the parties were ugly and co-parenting was non-existent. After several court-hearings, a custody evaluation, and the appointment of a parenting coordinator, the parties reached a stipulated parenting plan that gave the parties joint legal and joint physical custody. The parenting plan was filed November 30, 2012. Mr. Ferraro's motion seeks primary physical custody of Evan for the purpose of relocating to his home state of New York. Mr. Ferraro's motion focuses, as it should, on the events and circumstances transpiring since the last custody order. Ms. Nance seems to determined to re-litigate the past, and that is the subject of this motion in limine.

2. LEGAL ARGUMENT

Motions in limine have long been recognized as a vehicle by which a party may seek to resolve evidentiary issues prior to trial to avoid undue prejudice or, where appropriate, expedite the proceedings. In this case, evidence relative to the facts and circumstances existing between the parties prior to the last custody order entered on November 30, 2012, should be excluded pursuant to NRS 48.035(1) and NRS 48.035(2), and such evidence *must* be excluded pursuant to *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004) and its predecessor cases, including but not necessarily limited to *McMonigle v. McMonigle*, 110 Nev. 1407, 887 P.2d 742 (1994). In deed, Plaintiff's counsel invoked *McMonigle* in the beginning of Plaintiff's deposition. Mr. Roy stated:

Ms. Wilson, I don't want to interrupt your flow, but I want to put a standing objection on the record to any testimony that precedes the May 2012 order per McMonagle [sic].

(Ex. A, Depn. Trans. of S. Nance dated Nov. 23, 2015 at 12:21-24.) What is good for the goose is also good for the gander. Plaintiff cannot use *McMonigle* as a shield and sword. Similarly, *McMonigle and Castle* objections were lodged by Plaintiff's counsel during Defendant's deposition.

1 Castle and its predecessors recognize that principals of *res judicata* operate in custody
 2 cases to preclude parties from re-litigating events that took place before the last custody order
 3 was entered. *Castle v. Simmons*, 120 Nev. at 104-05, 86 P3d. at 1046-47. The settled rule is as
 4 follows:

5 Although the doctrine of *res judicata*, as applied through the
 6 changed circumstances doctrine, promotes finality and therefore
 7 stability in child custody cases, it should not be used to preclude
 8 parties from introducing evidence of domestic violence *that was*
 9 *unknown to a party* or to the court when the prior custody
 10 determination was made.

11 *Castle v. Simmons*, 120 Nev. at 105, 86 P.3d at 1047 (emphasis added). Here, Plaintiff seeks to
 12 revive *all* manner of old facts, circumstances and allegations against the Defendant *all of which*
 13 *were known to the Plaintiff and the Court prior to the last child custody order*. Therefore, what
 14 Plaintiff seeks to introduce does not come within the narrow exception articulated by *Castle*.

15 In addition to these allegations, it is clear from Plaintiff's discovery requests and
 16 questions she posed to the Defendant throughout his deposition that she would like to re-visit
 17 other facts and circumstances existing prior to 2012, including but not necessarily limited to:

- 18 1) Emails and text messages between the parties or their families prior to
 19 November 30, 2012;
- 20 2) Facts, circumstances and allegations stated in Dr. Paglini's report dated March
 21 26, 2012;
- 22 3) Allegations by Plaintiff to New York Department of Child Protective Services in
 23 or about 2010, which were unsubstantiated;
- 24 4) Allegations by Defendant's New York neighbors of incident(s) they purportedly
 25 observed between the parties in or about the winter of 2009-2010.

26 Each of these topics or things and any and all testimony or proposed exhibits related to
 27 them should be excluded pursuant to *Castle*, because they were known to the parties and at
 28 issue prior to the last custody order. Therefore, those issues cannot be re-litigated now.

In addition to the case law, NRS 48.025 and NRS 48.035 operate to exclude evidence,
 which although potentially relevant, may still be excluded if its probative value is substantially
 outweighed by the danger of unfair prejudice, of confusion of the issues, misleading the trier of
 fact, considerations of undue delay, waste of time or needless presentation of cumulative
 evidence. Here, it cannot seriously be questioned that several of the things Plaintiff seeks to
 introduce *were* relevant to the child's best interest, but the child's best interest now is

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determined by present facts and circumstances; therefore, litigating things that transpired more than three years ago and at a time when the child was in a different developmental stage are not the place to focus attention or resources.

3. CONCLUSION

For the reasons set forth above, Defendant Christopher respectfully requests this Court for its order instructing both parties and their counsel, and all witnesses called on their behalf not to mention, refer to, interrogate about, or attempt to convey to the trier of fact in any manner, either directly or indirectly, information about the allegations facts or circumstances existing between the parties prior to November 30, 2012 at the trial of this matter.

DATED this 11th day of January, 2016.

HUTCHISON & STEFFEN, LLC

By: 
Sharon R. Wilson (9933)
Todd L. Moody (5430)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel: (702) 385-2500
Fax: (702) 385-2086
swilson@hutchlegal.com

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 11 day of January, 2016, I caused the above and foregoing document entitled **DEFENDANT CHRISTOPHER FERRARO'S MOTION IN LIMINE #2** 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:

Eric P. Roy, Esq.
Mahogany Turfley, Esq.
LAW OFFICES OF ERIC P. ROY
818 E. Charleston Blvd.
Las Vegas, NV 89104
Email: eric@ericroylawfirm.com
mahogany@ericroylawfirm.com

Attorney for *Plaintiff Sandra Lynn Nance*


An employee of Hutchison & Steffen, LLC

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
S. NY 89145

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EXHIBIT PAGE ONLY

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

EXHIBIT A

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EXHIBIT PAGE ONLY

HUTCHISON & STEFFEN
A PROFESSIONAL LLC

EXHIBIT A

1 Q. Okay. Have you ever had a name change?

2 A. No.

3 Q. Has anyone in your family changed their
4 name?

5 A. Yes.

6 Q. Who?

7 A. Well, starting with my father, his name was
8 changed by my grandmother when he was at a young
9 age. He had two name changes.

10 Do you need those name changes?

11 Q. What was his original name?

12 A. Shavonie (phonetic). Don't ask me how to
13 spell it. I'm not sure.

14 And then it was changed to Lapka at one
15 point, and then to Nance, my stepfather's name.

16 Q. Were you born Sandra Nance?

17 A. I don't recall. I may have been born
18 Sandra Lapka. I don't recall.

19 The birth certificate I have says Sandra
20 Nance. That's all I know.

21 MR. ROY: Ms. Wilson, I don't want to
22 interrupt your flow, but I want to put a standing
23 objection on the record to any testimony that
24 precedes the May 2012 order per McMonagle.

25 MS. WILSON: Okay.

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Sandra Lynn Nance

Plaintiff/Petitioner

v.
Christopher Michael Ferraro

Defendant/Respondent

Case No. D-10-426817-D

Dept. F

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

\$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

\$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

- The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.

Other Excluded Motion (must specify) no filing fee for Motions in Limine

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

\$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

- The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

\$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

\$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

\$0 \$25 \$57 \$82 \$129 \$154

Party filing Motion/Opposition: Defendant Date 01/11/16

Signature of Party or Preparer [Signature]

Suzanne Morehead

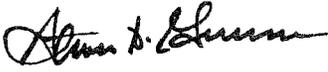
From: Janet Tolleson
Sent: Wednesday, January 13, 2016 10:16 AM
To: Staff
Subject: FW: **Document Rejection** D-10-426817-D - Defendant Christopher Ferraro's Motion in Limine #2 - 01/12/2016

Please claim.

-----Original Message-----

From: noreply@tylerhost.net [mailto:noreply@tylerhost.net]
Sent: Wednesday, January 13, 2016 3:46 AM
To: H&S
Subject: **Document Rejection** D-10-426817-D - Defendant Christopher Ferraro's Motion in Limine #2 - 01/12/2016

Efile ID :7755764
Document :Defendant Christopher Ferraro's Motion in Limine #2
Case Number :D-10-426817-D
Date Filed :01/12/2016
Reason :
Comments :Missing signature page 2
Reviewer : Mimi Fumo


CLERK OF THE COURT

1 **OPPC**
Eric Roy, Esq.
Nevada Bar No. 11869
2 **Mahogany Turfley, Esq.**
Nevada Bar No. 13974
3 **LAW OFFICES OF ERIC ROY**
818 East Charleston Boulevard
4 Las Vegas, NV 89104
(702) 423-3333
(702) 924-2517
5 robert@ericroylawfirm.com
Attorney for Sandra Nance

6
7 **DISTRICT COURT,**
8 **FAMILY DIVISION**
9 **CLARK COUNTY, NEVADA**

10 SANDRA L. NANCE,
11 Plaintiff,

12 vs.

13 CHRISTOPHER M. FERRARO,
14 Defendant.

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

Date of Hearing: 3/15/16
Time of Hearing: 10:00 am

15
16 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION IN LIMINE #2:**
17 **COUNTERMOTION AND REASONABLE ATTORNEY FEES AND COSTS**

18 **COMES NOW** Plaintiff, SANDRA L. NANCE (hereinafter referred to as "Sandra"), by
19 and through her attorney, Eric Roy, Esq., of the Law Offices of Eric Roy, and brings this
20 Opposition and Countermotion requesting the following relief:

- 21
- 22 1. That this Court deny each and every request made by Defendant, CHRISTOPHER M.
 - 23 FERRARO (hereinafter referred to as "Chris"), in his instant Motion;
 - 24 2. That this Court grant Sandra her reasonable attorney fees and costs; and
 - 25 3. For such other relief as this Court may deem just and proper under the circumstances.
 - 26

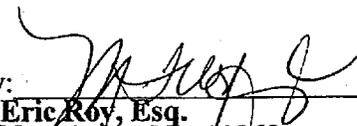
27 This Opposition and Countermotion is made and based upon all of the papers, pleadings
28 and records on file herein, the Points and Authorities and Affidavits submitted herewith, and any

Law Offices of Eric Roy
818 East Charleston Boulevard
Las Vegas, Nevada 89104
702.423.3333

1 oral argument at the time of the hearing herein.

2 DATED this 25 day of January, 2016.

3 Law Offices of Eric P. Roy

4
5 By: 

6 Eric Roy, Esq.
7 Nevada Bar No. 11869
8 Mahogany Turfley, Esq.
9 Nevada Bar No. 13974
10 818 E. Charleston Blvd.
11 Las Vegas, Nevada 89104
12 Tel. (702) 423-3333
13 Fax. (702) 924-2517
14 Attorney for Sandra Nance

15 **COUNTERMOTION**

16 **POINTS AND AUTHORITIES**

17 **I.**

18 **SANDRA IS ENTITLED ATTORNEY'S FEES AND COSTS**

19 EDCR 7.60 provides that the court may, after notice and an opportunity to be heard,
20 impose upon an attorney or a party any and all sanctions which may, under the facts of the case,
21 be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a
22 party without just cause so multiplies the proceedings in a case as to increase costs unreasonably
23 and vexatiously.. EDCR 7.60(3).

24 Similarly, NRS 18.010(2)(b) provides the court may make an allowance of attorney's
25 fees to a prevailing party without regard to the recovery sought, when the court finds that the
26 claim, counterclaim, cross-claim or third party complaint or defense of the opposing party was
27 brought without reasonable ground or to harass the prevailing party.

28 Furthermore, the Nevada Supreme Court allows an award of attorney's fees in a divorce
action pursuant to NRS125.150(3). *See also, Sargeant v. Sargeant*, 88 Nev. 223, 495 P.2d 618
1972); *Leeming v. Leeming*, 87 Nev. 530, 490 P.2d 342 (1971); *Korbel v. Korbel*, 101 Nev. 140,
696 P.2d 993 (1985); *Fletcher v. Fletcher*, 89 Nev 540, 516 P.2d 103 (1973); *Halbrook v.*
Halbrook, 114 Nev. 1455, 971 P.2d 1262 (1998); and, *Love v. Love*, 114 Nev. 572, 959 P.2d 523
(1998).

1 In this case, Sandra is currently self-employed and earns between \$3,000.00 and
2 \$4,000.00 per month. Christopher earns \$96,153.80 per year. Historically, Christopher paid all
3 the marital expenses. Sandra is self-employed and has insufficient resources to pay Attorney fees
4 or costs. As a result of Christopher's recent pattern of repeatedly filing documents with this
5 court, it has become necessary for Sandra to defend against Christopher's motion to modify
6 custody and relocate as well as review, respond to and conduct discovery, attend depositions and
7 prepare for trial. Thus, Sandra now asks for attorney's fees and costs in order to conduct a full
8 and complete trial.

9
10 SANDRA should be awarded reasonable attorney fees. Pursuant to *Sargeant v. Sargeant*,
11 495 P.2d, 618, 621 (Nev.1972) parties must be afforded their day in court. As this Court can see,
12 SANDRA has clearly met the *Brunzell v. Golden Gate National Bank*, 85 Nev. 345. 455 P.2d 31
13 (1969) factors as her counsel has several years practicing family law litigation, has extensive
14 training, is a skilled advocate, and is in good standing with the Nevada State Bar. SANDRA is
15 only asking this Court to make findings based upon actual facts and circumstances of the parties.
16 SANDRA's need for such fees and allowances are enumerated in NRS 125.040. Further, this
17 Court can see by SANDRA's Financial Disclosure Form filed herewith, SANDRA needs fees in
18 order to enable her to carry on this action with the services of an attorney. The law in this state is
19 clear that SANDRA must be afforded her day in court to meet her adversary on an equal basis
20 without making inroads into any separate assets and savings. Here, CHRISTOPHER continues
21 to litigate matters in the case. CHRISTOPHER is in a financial position to continue to file
22 motions and seek relief from the court even when unwarranted forcing SANDRA to either
23 concede to his desires or go into bankruptcy trying to fight him and his lawyers. To date
24 SANDRA has incurred in excess of \$38,000.00 in attorney fees and costs. To date SANDRA has
25 only been able to pay \$8,827.00 towards her due and owing attorney fee and costs, and continues
26
27
28

1 to incur additional costs defending against CHRISTOPHER unmerited requests. As such,
2 SANDRA needs attorney fees in order to enable her to carry on this action with the services of
3 an attorney.

4 **OPPOSITION**

5 **POINTS AND AUTHORITIES**

6 **II.**

7 **FACTS**

8
9 The parties hereto, Defendant, CHRISTOPHER M. FERRARO (“CHRISTOPHER”) and
10 Plaintiff, SANDRA L. NANCE (“SANDRA”) were married on January 16, 2010. The parties
11 were divorce on May 23, 2012. There is one minor child at issue, EVAN DANIEL FERRARO,
12 born on January 15, 2010.

13 **History**

14
15 On May 6, 2010, this Court initially awarded the parties joint legal custody and
16 designated SANDRA as temporary primary physical custodian. Subsequently,
17 CHRISTOPHER’s attorney drafted a Stipulation and Order, which was signed by both parties
18 (SANDRA was in proper person) and filed with this Court on April 8, 2011. This Stipulation of
19 Settlement provided that “the parties shall share joint legal custody of the infant child with the
20 Mother being designated the primary residential parent subject to the Father’s rights of visitation.
21 The stipulated Decree of Divorce was filed on May 23, 2012. Pursuant to the terms of the Decree
22 of Divorce the parties were awarded the Joint Legal and the Joint Physical Custody of EVAN.
23
24 The parties agreed to joint physical custody in the November 30, 2012 stipulation and order.
25
26
27
28

1 **Dr. Pagine's March 26, 2012 Custody Evaluation**

2 The issue of custody is not a recent issue. As such custody should be considered under
3 the purview of the parties' previous custody Orders and Dr. Pagine's Custody Evaluation of
4 March 26, 2012.

5 During the November 21, 2011 hearing the court ordered as follows:

6
7 "ORDERED, DR. JOHN PAGLINI shall PERFORM the CHILD CUSTODY
8 EVALUATION. The parties shall CALL his OFFICE WITHIN 24 HOURS to make the
9 APPOINTMENT for the evaluation. The RETURN HEARING for the CUSTODY
10 EVALUATION REPORT, calendared for JANUARY 24, 2012 at 10:00 A.M., shall
11 STAND. DR. PAGLINI shall CONTACT CHAMBERS if he is UNABLE to
12 COMPLETE the EVALUATION REPORT in time for the RETURN HEARING. The
13 parties shall share JOINT LEGAL and JOINT PHYSICAL CUSTODY. Pending the
14 CUSTODY EVALUATION."

15
16 In fact, the May 23, 2012 Decree ordered a CUSTODY EVALUATION, confirms the
17 fact the custody set out in the Decree of Divorce was a temporary order.

18
19 Dr. Pagine completed his custody evaluation on March 26, 2012. Following Dr. Pagine's
20 custody evaluation the parties entered into an agreement to resolve pending issues, alleviating the
21 need for an evidentiary hearing regarding custody by the court.

22 **Prior to the parties stipulated agreement on March 27, 2012 the court adopted and**
23 **affirmed Dr. Pagine's March 26, 2012 Custody Evaluation**

24 COURT ORDERED, Dr. Pagine's RECOMMENDATIONS are AFFIRMED and ADOPTED.¹

25 **The most recent custody order November 30, 2012**

26 The Stipulation and Order re Parenting Plan was filed with the court on November 30,
27 2012. Pursuant to the November 30, 2012 Order the parties agreed to the joint legal and joint
28 physical custody of EVAN. The Order defined CHRISTOPHER's timeshare as follows:

¹ See court minutes from March 27, 2012, incorporated by reference.

1 2.1 *Father's Residential Timeshare:* Until such time as the Father
2 permanently relocated to the Las Vegas, Nevada area, the parties shall maintain a
3 monthly schedule which permits the Father to exercise his timeshare for ten (10) day
uninterrupted period at the end of each month with the parties' minor child. . . .

4 The order also provided as follows:

5 2.1.2.4 *Default in Time:* In the event that child does not meet the behavioral
6 milestones noted above, the Father shall have right to exercise regular monthly 7-day
7 visits in New York, in accordance with Dr. Paglini's March 26, 2012 Custody
8 Evaluation, Recommendations, until such time as the Parenting Coordinator recommends
9 that is it appropriate for the 10-day monthly visits to resume.

10 Again the parties entered into a stipulated agreement under the purview of Dr. Paglini's
11 court ordered custody evaluation. As such custody should be considered under the purview of the
12 Dr. Paglini's Custody Evaluation of March 26, 2012.

13 **The court adopted and affirmed Dr. Pagine's March 26, 2012 Custody Evaluation**

14 The doctrine of res judicata, as applied through the changed circumstances doctrine,
15 promotes finality and therefore stability in child custody cases. Here, the doctrine of res judicata
16 does not apply for following reasons:

- 17 1. It is Defendant who must meet the burden of changed circumstances to change
18 custody since the last order which includes overcoming Dr. Paglini's custody
19 evaluation which the court adopted and affirmed and the parties relied upon in
20 drafting their Stipulated custody agreement;

21 Here, Plaintiff is not seeking to rely on information known since the last hearing to modify
22 custody. Here the court ordered a custody evaluation prior to a permanent custody determination by
23 the court. Plaintiff simply seeks to use the custody evaluation this court ordered to show Dr.
24 Paglini's evaluation of Defendant. It is Defendant who must meet the burden to prove there are
25 changed circumstances since the last order which includes overcoming Dr. Paglini's custody
26 evaluation. The court adopted and affirmed Dr. Paglini's recommendations and thus they are part of
27
28

1 the court record in this matter. CHRISTOPHER now seeks to exclude portions of the court records
2 which do not view him favorably. CHRISTOPHER cannot pick and chose the evidence that paints
3 him in the most favorable light. The fact is this court ordered a custody evaluation by Dr. Paglini
4 that is now a part of the court record. Dr. Paglini's findings as to CHRISTOPHER evaluation do not
5 change simply because the parties entered into a stipulated agreement regarding custody.

6
7 Dr. Paglini is certified by this court to conduct child custody evaluations concerning the parties and
8 the children involved. Dr. Paglini's findings as to CHRISTOPHER are part of the record and may
9 not be excluded on the basis of *McMonigle* as CHRISTOPHER alleges. Accordingly,
10 CHRISTOPHER's request to exclude Dr. Paglini's child custody evaluation must be excluded.

11
12 **Pursuant to Castle v. Simmons, the changed circumstances prong does not apply to**
13 **evidence of domestic abuse that occurred before a previous custody determination.**

- 14 2. The changed circumstances doctrine does not apply when a party attempts to
15 introduce evidence of domestic violence if the moving party or the court was
16 unaware of the existence or extent of the conduct when the court rendered its prior
17 custody decision. To the extent that *McMonigle* and *Hopper* are read as
18 inconsistent with this conclusion, they are overruled. Here, the court was unaware
19 of Defendants acts of domestic violence against both SANDRA and her son
20 DESMOND who resides with EVAN at the time the stipulated custody order was
21 entered because no evidence was heard by the court.
22

23
24 CHRISTOPHER seeks to exclude 3) Allegations by Plaintiff to New York Department of
25 Child Protective Services in or about 2010. However, CHRISTOPHER states the charges are
26 unsubstantiated when in fact the CPS allegations against CHRISTOPHER as to DESMOND were
27 substantiated. See Plaintiff 0444 and 0446 CPS reports CHRISTOPHER as shaking and twisting
28

1 DESMOND. The CPS report also found "Child [DESMOND] has or is likely to experience
2 physical or psychological harm due to domestic violence, caretaker is violent and appears to be out
3 of control," with reference to CHRISTOPHER's treatment of DESMOND. CPS charges were found
4 substantiated once again in Plaintiff's bates number 0450.² All CPS charges against SANDRA were
5 however, found unsubstantiated. CHRISTOPHER's request to exclude substantiated CPS charges
6 and substantiated domestic violence against SANDRA and DESMOND must be denied. Likewise,
7 CHRISTOPHER's attempt to exclude 4) Allegations by Defendant's New York neighbor of
8 incidents of domestic violence between the parties must be denied. Defendant's New York neighbor is
9 testifying to personal knowledge of instances of domestic violence by CHRISTOPHER against
10 SANDRA.
11

12 CHRISTOPHER has engaged in acts of domestic violence against SANDRA and her son
13 DESMOND with whom EVAN resides. CHRISTOPHER began physically abusing SANDRA
14 early in their relationship. Throughout the relationship of the parties, CHRISTOPHER used
15 intimidation, verbal, mental and emotional abuse to control SANDRA. CHRISTOPHER now
16 uses litigation and high powered attorneys to harass SANDRA and her family and threaten to
17 take EVAN away from SANDRA as part of his ongoing emotional and mental abuse of
18 SANDRA.
19
20

21 SANDRA has previously provided this Court documentation regarding
22 CHRISTOPHER's **substantiated** CPS report for physical abuse of SANDRA's son DESMOND
23 who resides with EVAN. SANDRA and her witnesses will testify to instances of domestic
24 violence and intimidation used by CHRISTOPHER against SANDRA throughout the
25 relationship of the parties and prior to the last order.
26
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² See Exhibit 2, CPS records.

1 Review of previous proceedings reveals that CHRISTOPHER through counsel has
2 posited that such CPS charges are unsubstantiated (when in fact they are substantiated) and
3 instances of domestic violence are dated and irrelevant to the current proceeding. This position
4 is contrary to Nevada case law. In Castle v. Simmons, 120 Nev. 98, 103-04, 86 P.3d 1042,
5 1046 (2004) the Nevada Supreme Court noted that "changed circumstances" prong does not
6 apply to evidence of domestic abuse that occurred before a previous custody determination, but
7 which was unknown to the moving party or the court at the time of the prior determination. Id. at
8 105, 86 P.3d at 1047.

10 Here, the Court signed the parties stipulated custody agreements. Thus the court was
11 never aware of the domestic violence because the parties settled custody without an evidentiary
12 hearing. It would constitute reversible error for this or any other Court to ignore the presumptive
13 effect that prior instances of domestic violence has on the current custody determination.
14

15 **Rebuttable presumption in domestic violence cases**

16 In light of the dangers that domestic violence poses to a child's physical, emotional and
17 mental health, our Legislature enacted NRS 125C.230(1), which creates a rebuttable presumption
18 that a person who has engaged in one or more acts of domestic violence should not be given
19 custody of a child:
20

21 Except as otherwise provided in NRS 125C.210 and 125C.220, a determination by the
22 court after an evidentiary hearing and finding by clear and convincing evidence that either parent
23 or any other person seeking custody of a child has engaged in one or more acts of domestic
24 violence against the child, a parent of the child *or any other person residing with the child*
25 creates a rebuttable presumption that sole or joint custody of the child by the perpetrator of the
26
27
28

1 domestic violence is not in the best interest of the child. Upon making such a determination, the
2 court shall set forth:

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

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

7 EVAN is 5 years of age and unable to withstand abuse by a father whom he loves and
8 fears. Any custody or visitation arrangement ordered by the court must adequately protect
9 EVAN, SANDRA and DESMOND.
10

11 Lastly, CHRISTOPHER requests to exclude emails or text messages between the parties or
12 their families prior to the last order. Unfortunately, CHRISTOPHER fails to state or reference what
13 emails or text messages specifically he seeks to exclude. Counsel is unable to identify what emails
14 or text messages specifically CHRISTOPHER seeks to exclude. On the basis that the emails or text
15 messages are admitted under the *Castle* exception CHRISTOPHER's request must be denied.
16

17
18 **III.**

19 **CONCLUSION**

20 Christopher's Motion should be denied in its entirety and Sandra should be awarded the
21 relief she seeks in the foregoing Countermotion.

22 **WHEREFORE**, Sandra prays for relief as follows:

- 23
24 1. That this Court deny each and every request made by Christopher in his instant Motion;
25 2. That this Court grant Sandra her reasonable attorney fees and costs; and
26
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Law Offices of Eric Roy
818 East Charleston Boulevard
Las Vegas, Nevada 89104
702.423.3333

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3. For such other relief as this Court may deem just and proper under the circumstances.

DATED this 15 day of January, 2016.

Law Offices of Eric P. Roy

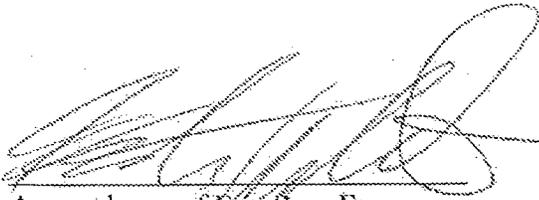
By 

Eric Roy, Esq.
Nevada Bar No. 11869
Mahogany Turfley, Esq.
Nevada Bar No. 13974
818 E. Charleston Blvd.
Las Vegas, Nevada 89104
Tel. (702) 423-3333
Fax. (702) 924-2517
Attorney for Sandra Nance

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on the 2nd day of January, 2016, pursuant to Administrative Order 14.2, I e-served a true and correct copy of the above and foregoing Plaintiff's Opposition to Defendant's Motion in Limine #2, Countermotion for Attorney Fees and Costs, upon the following individuals addressed as follows:

Shannon R. Wilson, Esq.
Hutchison & Steffen, LLC
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Swilson@Hutchlegal.com
Attorney for Defendant


An employee of Eric Roy, Esq.

Law Offices of Eric Roy
818 East Charleston Boulevard
Las Vegas, Nevada 89104
702.433.3333

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MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

SANDRA L. NANCE
Plaintiff/Petitioner
v.
CHRISTOPHER M. FERRARO
Defendant/Respondent

Case No. D-10-426817-D

Dept. K

**MOTION/OPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

<input checked="" type="checkbox"/> \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee. -OR- <input checked="" type="checkbox"/> \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because: <input type="checkbox"/> The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered. <input type="checkbox"/> The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order. <input type="checkbox"/> The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____. <input type="checkbox"/> Other Excluded Motion (must specify) _____
--

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

<input checked="" type="checkbox"/> \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because: <input checked="" type="checkbox"/> The Motion/Opposition is being filed in a case that was not initiated by joint petition. <input type="checkbox"/> The party filing the Motion/Opposition previously paid a fee of \$129 or \$57. -OR- <input type="checkbox"/> \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order. -OR- <input type="checkbox"/> \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.
--

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is: <input checked="" type="checkbox"/> \$0 <input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154
--

Party filing Motion/Opposition: SANDRA L. NANCE, Plaintiff Date 1/25/16

Signature of Party or Preparer //s// Katrina Schaab

EXHIBIT 1

D-10-426817-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

March 27, 2012

D-10-426817-D

Sandra Lynn Nance, Plaintiff.

vs.

Christopher Michael Ferraro, Defendant.

March 27, 2012

9:00 AM

Return Hearing

HEARD BY: Giuliani, Cynthia N.

COURTROOM: Courtroom 06

COURT CLERK: Carol Critchett

PARTIES:

Christopher Ferraro,
Defendant, present
Evan Nance, Subject
Minor, not present
Sandra Nance, Plaintiff,
present

Ross Goodman, Attorney,
present

Eric Roy, Attorney,
present

JOURNAL ENTRIES

- RETURN: PSYCHIATRIC EVALUATION

Court called the case then reviewed the issues. Court inquired if the parties and counsel had reviewed the evaluation report. Both counsel and both parties replied in the affirmative.

Discussion regarding the evaluation report and Dr. Paglini's recommendations.

Argument by Mr. Roy regarding the evaluation report and Plaintiff's request to modify custody based on that report.

Argument by Mr. Goodman in rebuttal to counsel's argument, the evaluation report and Dr. Paglini's

PRINT DATE:	04/02/2012	Page 1 of 3	Minutes Date:	March 27, 2012
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findings. He argued further regarding adoption of Dr. Paglini's recommendations.

Further argument and discussion regarding an incident at an ice skating rink with Defendant and the child, Defendant's visitations, Dr. Paglini's findings and recommendations, Defendant's visitations and payment of Dr. Paglini's costs.

Court provided the internet website address for the University Of Nevada Las Vegas (UNLV) online parenting classes to both parties IN OPEN COURT.

COURT ORDERED, Dr. Paglini's RECOMMENDATIONS are AFFIRMED and ADOPTED.

DEFENDANT'S VISITATIONS shall TAKE PLACE in LAS VEGAS NEVADA for the next 4 MONTHS pending COMPLETION of EXTENSIVE PARENTING CLASSES.

The parties shall ATTEND the ONLINE PARENTING CLASSES through the University Of Nevada Las Vegas (UNLV).

The parties shall resolve their parenting issues through a PARENTING CO-COORDINATOR. The parties are referred to MARGARET PICKARD. If the parties do not wish to go forward with Ms. Pickard counsel shall CONFER to CHOOSE another PARENTING COORDINATOR.

The parties shall work on their CO-PARENTING SKILLS with the PARENTING COORDINATOR.

The parties shall CONSULT the PARENTING COORDINATOR regarding the ISSUES of the child's PRESCHOOL, COUNSELING and EXTRA CURRICULAR ACTIVITIES. Plaintiff shall PROVIDE the INFORMATION regarding the child's COUNSELING to Ms. Pickard through her counsel.

After completion of the PARENTING CLASSES, and the parties having worked with the Parenting Co-Coordinator, Dr. Paglini's recommendations for the HOLIDAY VISITATIONS and DEFENDANT'S VISITATIONS shall GO FORWARD.

The parties shall COMPLY with the JOINT LEGAL CUSTODY provisions. The parties shall COMMUNICATE by way of EMAIL for the CHILD'S ISSUES ONLY, except in case of an emergency.

NEITHER PARTY, NOR their FAMILIES, shall DISPARAGE the OTHER PARENT in the PRESENCE of the CHILD.

Counsel shall BRIEF the issue of the CHILD'S SURNAME HYPHENATION. The COURT shall ISSUE it's DECISION by APRIL 4, 2012. Counsel shall HOLD the DECREE OF DIVORCE pending the Court's DECISION about the child's surname.

Mr. Goodman shall PREPARE the ORDER. Mr. Roy shall REVIEW the ORDER as to form and content then SIGN OFF.

PRINT DATE:	04/02/2012	Page 2 of 3	Minutes Date:	March 27, 2012
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D-10-426817-D

INTERIM CONDITIONS:

FUTURE HEARINGS:

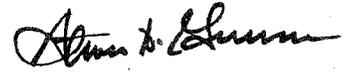
*Canceled: March 28, 2012 9:30 AM Motion
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - Moot
Courtroom 06
Giuliani, Cynthia N.*

PRINT DATE:	04/02/2012	Page 3 of 3	Minutes Date:	March 27, 2012
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EXHIBIT 2

**INTENTIONALLY OMITTED – CONFIDENTIAL
INFORMATION**

RA000098


CLERK OF THE COURT

1 RPLY
2 Shannon R. Wilson (9933)
3 Todd L. Moody (5430)
4 HUTCHISON & STEFFEN, LLC
5 Peccole Professional Park
6 10080 West Alta Drive, Suite 200
7 Las Vegas, NV 89145
8 Tel: (702) 385-2500
9 Fax: (702) 385-2086
10 swilson@hutchlegal.com

11 Attorneys for Defendant Christopher Michael Ferraro

12 DISTRICT COURT- FAMILY DIVISION
13 CLARK COUNTY, NEVADA

14 SANDRA LYNN NANCE

15 Plaintiff(s),

16 v.

17 CHRISTOPHER MICHAEL FERRARO

18 Defendant(s).

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

) DEFENDANT'S REPLY IN
) SUPPORT OF MOTION
) IN LIMINE #2

) Date of Hearing: March 15, 2016
) Time of Hearing: 10:00 a.m.

19 Defendant Christopher Ferraro, by and through his counsel of record of the law firm
20 Hutchison & Steffen, LLC hereby files his reply in support of his Motion in Limine #2. This
21 reply is made and based on, *inter alia*, *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004),
22 NRS 48.015 through 48.035, the pleadings and papers on file herein, the following points and
23 authorities and any argument this court may allow.

24 DATED this 4th day of February, 2016.

25 HUTCHISON & STEFFEN, LLC

26 By: 
27 Shannon R. Wilson (9933)
28 Todd L. Moody (5430)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel: (702) 385-2500
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Attorneys for Defendant Christopher Michael Ferraro

HUTCHISON & STEFFEN
A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

POINTS & AUTHORITIES

1. INTRODUCTION

Defendant’s Motion in Limine #2 seeks to exclude any pleading, document, testimony, remark, question or argument relating to the facts and circumstances existing between the parties prior to the last custody order filed November 30, 2012. (Deft. Mot. in Limine #2 at 1:17-28.) Unnecessarily and prejudicially, Sandra’s opposition appears to have set forth nearly every allegation she wants to make predating the last custody order. The Court should strike all of the factual allegations from Sandra’s opposition.

Importantly, Sandra’s opposition does not state that any allegation prior to the November 30, 2012 custody order was unknown to her at the time. It is for this very reason that she cannot offer documents or elicit testimony predating the November 30, 2012 custody order because she entered that stipulation with full knowledge of all of the things she now alleges. She also admits that Dr. Paglini’s report was before the Court and *considered* by the Court. (Pltf. Oppn. at 5:16-23.) However, an important distinction must be made between what Sandra’s opposition claims and what the Court actually did. Sandra’s opposition states, “...the court adopted and affirmed Dr. Paglini’s March 26, 2012 Custody Evaluation.” (Pltf. Oppn. at 5:22-23.) The Court *did not* adopt Dr. Paglini’s custody evaluation in its entirety. The Court affirmed and adopted Dr. Paglini’s *recommendations*. (Minute Order dated Mar. 7, 2012). Those recommendations included *inter alia*:

1. Evan commence visitation in New York with Chris after:
 - a) Both parties completed extensive co-parenting classes;
 - b) Both parties be involved with a parental coordinator;
2. Evan commence visits in New York in four months from the date of the report; and
3. Every month, Evan should visit Chris for a 7 day period in New York; and Chris should visit Evan for a 5 day period in Las Vegas (notably, without holidays, this would give Chris 144 days, effectively joint physical custody).

(Paglini Evaluation at pp. 61-62.)

These recommendations beg the question as to why Sandra thinks these old allegations are possibly relevant to this custody action today when they did not prohibit Dr. Paglini from outlining, and the Court adopting, a joint physical custody timeshare.

1 **2. LEGAL ARGUMENT**

2 **A. Evidence Relating to Facts and Circumstances Prior to the Last Custody**
3 **Order Filed November 30, 2012 Should be Excluded**

4 Plaintiff acknowledges that the most recent custody order was filed on November 30,
5 2012. Plaintiff agrees that the “issue of custody is not a recent issue.” (Opp. at 5:2). The
6 parties have already litigated custody, and the only relevant document from the previously,
7 hotly contested, thoroughly litigated proceedings is the parenting plan filed on November 30,
8 2012. Following those proceedings, the November 30, 2012 parenting plan was ultimately
9 agreed upon by the parties and should stand as the only necessary document which resolved the
10 custody arrangements at that time. The evidence Defendant seeks to exclude was known and
11 relied upon by the parties prior to mutually agreeing and entering into the parenting plan.
12 Plaintiff seeks to re-litigate these issues again, which is unnecessary and improper under
13 Nevada law.

14 *McMonigle v. McMonigle*, 110 Nev. 1407, 887 P.2d 742 (1994), is directly on point.
15 When “extensive testimony and argument were heard,” as they were here, it is improper to
16 consider the evidence again. Clearly, the only evidence to be considered is evidence subsequent
17 to the most recent custody order. Because the most recent custody order is the November 30,
18 2012 parenting plan, the Court should only consider evidence after November 30, 2012,
19 pursuant to *McMonigle*.

20 Evidence that was already litigated and relied upon prior to the November 30, 2012
21 parenting plan should be excluded, including but not limited to:

- 22 1) Emails and text messages between the parties or their families prior to November
23 2) Facts, circumstances and allegations stated in Dr. Paglini’s report dated March 26,
24 3) Allegations by Plaintiff to New York Department of Child Protective Services in or
25 4) Allegations by Defendant’s New York neighbors of incident(s) they purportedly
26 observed between the parties in or about the winter of 2009-2010.

27 Dr. Pagine’s March 26, 2012 custody evaluation should not be considered in the present
28 matter because the custody evaluation was performed in preparation for settlement or trial in

1 2012. Rather than proceed to trial, in November 2012, the parties negotiated a parenting plan
2 with full knowledge of their own facts and circumstances, as well as the findings and
3 recommendations in Dr. Paglini's evaluation. The March 26, 2012 custody evaluation is now
4 almost four years old, as such it is outdated and irrelevant and contains information that is
5 inadmissible pursuant to *McMonigle*.

6 Plaintiff argues that under *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004),
7 evidence of domestic violence should be considered in matters involving changes to custody.
8 The court provides that "evidence of domestic violence" be admitted "if the moving party or the
9 court was unaware of the existence or extent of the conduct when the court rendered its prior
10 custody decision." *Castle v. Simmons*, 120 Nev. 98, 86 P.3d at 1047. However, in this case,
11 Plaintiff is not alleging anything of which she was not aware. Plaintiff knew all the facts and
12 circumstances she is alleging now when she negotiated the November 30, 2012 parenting plan.
13 Therefore, she cannot litigate those facts and circumstances. Likewise, the Court was aware of
14 the allegations and evidence in existence prior to the November 30, 2012 parenting plan,
15 including Dr. Paglini's report.

16 The custody evaluation and all of the other pre-November 2012 allegations that Plaintiff
17 seeks to introduce should be excluded under NRS 48.025 and NRS 48.035, which provide that
18 although potentially relevant, evidence must be excluded if its probative value is substantially
19 outweighed by the danger of unfair prejudice, of confusion of the issues, misleading the trier of
20 fact, considerations of undue delay, waste of time or needless presentation of cumulative
21 evidence. The custody evaluation (and other evidence noted above) may have been relevant to
22 the child's best interest in 2012; however, after almost four years, the evidence that is relevant
23 to determine the best interest of the child are the present circumstances. The inflammatory
24 voluminous nature of Plaintiff's opposition demonstrates just how unfairly prejudicial and time
25 consuming the presentation of this evidence will be. Finally, if Plaintiff has a good faith belief
26 in these allegations, she never would have entered the November 30, 2012 parenting plan in the
27 first place.

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B. The Court Should Deny Plaintiff's Countermotion for Attorneys' Fees.

Plaintiff repeats her request for attorney's fees and costs that she previously made in her countermotion to Defendant's motion in limine number 1. Rather than setting forth Defendant's opposition to that countermotion again, Defendant simply incorporates the opposition as set forth in his Reply in Support of his Motion in Limine #1 by reference and requests the Court deny Plaintiff's request for attorney's fees and costs.

3. CONCLUSION

For the foregoing reasons, the Court should instruct both parties and their counsel, and all witnesses called on their behalf not to mention, refer to, interrogate about, or attempt to convey to the trier of fact in any manner, either directly or indirectly, information about the allegations facts or circumstances existing between the parties prior to November 30, 2012, at the trial of this matter, and the Court should deny Plaintiff's request for attorney's fees.

DATED this 4th day of February, 2016.

HUTCHISON & STEFFEN, LLC

By: 
Shannon R. Wilson (9933)
Todd L. Moody (5430)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel: (702) 385-2500
Fax: (702) 385-2086
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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 5 day of February, 2016, I caused the above and foregoing document entitled **DEFENDANT'S REPLY IN SUPPORT OF MOTION IN LIMINE #2** 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:

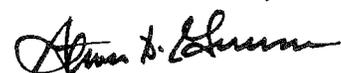
Eric P. Roy, Esq.
Mahogany Turfley, Esq.
LAW OFFICES OF ERIC P. ROY
818 E. Charleston Blvd.
Las Vegas, NV 89104
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mahogany@ericroylawfirm.com

Attorney for *Plaintiff Sandra Lynn Nance*

Suzanne Morehead
An employee of Hutchison & Steffen, LLC

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NEOJ


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

SANDRA NANCE,

Plaintiff,

v.

CHRISTOPHER FERRARO,

Defendant .

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

NOTICE OF ENTRY OF ORDER FROM MINUTE ORDER

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order from Minute Order has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this **Notice of Entry of Order from Minute Order** to be:

E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's

Office of, the following attorneys:

Thomas Standish, Esq.
Attorney for Plaintiff

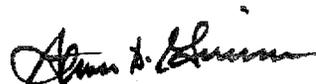
Shannon Wilson, Esq.
Attorney for Defendant

E-Served pursuant to NEFCR 9 on, or mailed postage prepaid, addressed to, the following litigants in Proper Person:

/s/ Belinda Miller
Belinda Miller
Judicial Executive Assistant
Department F

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ORDR


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

SANDRA NANCE,
Plaintiff,
v.
CHRISTOPHER FERRARO,
Defendant .

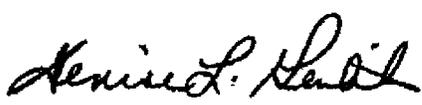
CASE NO. D-10-426817-D
DEPT NO. F

ORDER FROM MINUTE ORDER

Good cause appearing therefor,

IT IS HEREBY ORDERED that the attached copy of the Minute Order entered on February 2, 2016, at 10:40 a.m. is hereby incorporated herein and will become the Order of this case.

DATED this 09 day of March, 2016.


DENISE L. GENTILE
DISTRICT COURT JUDGE
DEPARTMENT F

D-10-426817-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

February 02, 2016

D-10-426817-D Sandra Lynn Nance, Plaintiff
vs.
Christopher Michael Ferraro, Defendant.

February 02, 2016 10:40 AM Minute Order

HEARD BY: Gentile, Denise L

COURTROOM: Chambers

COURT CLERK: Andrea Slayton

PARTIES:

Christopher Ferraro, Defendant, not present Shannon Wilson, Attorney, not present
Evan Nance, Subject Minor, not present
Sandra Nance, Plaintiff, not present Alex Ghibaudo, Attorney, not present

JOURNAL ENTRIES

- As stated by the Court;

NRCP 1 and EDCR 1.10 states the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.11(e), this Court can consider a motion and issue a decision on the papers at any time without a hearing.

COURT, having read and considered Defendant's Motions in Limine Nos. 1 and 2, and Plaintiff's Oppositions and Countermotions thereto, **FINDS** and **ORDERS** as follows:

The Court reviewed Defendant's Motion in Limine #1 requesting to preclude any objections to the authenticity or genuineness of documents produced in discovery and **FINDS** as follows: the Court agrees, NRCP 16.2015(b)(5) requires that any objection be lodged within 21 days of the date of receipt, in writing, otherwise, the documents shall be presumed to be authentic and genuine, and shall not be excluded on those grounds. Based upon the representations of Defendant, and being there was no objection lodged pursuant to this rule, any such objections shall be prohibited at the time of trial. Therefore, Defendant's Motion is **GRANTED** insofar as the documents produced during discovery

PRINT DATE:	02/02/2016	Page 1 of 3	Minutes Date:	February 02, 2016
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cannot be excluded on those grounds. This ruling does not preclude Plaintiff from raising any other valid evidentiary objections. IT IS SO ORDERED.

The Court having reviewed the history of this case and Defendant's Motion in Limine #2, which includes a request to preclude using any pleading, testimony, remarks, questions or arguments relative to the facts and circumstances existing between the parties prior to the last custody order of November 30, 2012, FINDS as follows: this Court will appropriately apply *McMonigle v. McMonigle*, to testimony, documentary evidence, and the like, relating to the facts and circumstances that pre-date the last custody order. As it pertains to any allegations of domestic violence, this Court also GRANTS Defendant's request to bar any and all allegations of domestic violence, prior to the date of the last custody order of November 30, 2012, unless it was unknown to Plaintiff (which means it could not have been perpetrated on Plaintiff), or unknown to the Court at the time of the last order, as prescribed by *Castle v. Simmons*. Thus, Court GRANTS Defendant's Motion in Limine and will instruct both parties, their counsel, and all witnesses called on their behalves, not to mention or refer to facts either, directly or indirectly, which occurred prior to November 30, 2012, other than those which fall within the exception under *Castle v. Simmons*, if any. If there is a dispute as to whether certain allegations were raised, Defendant should be prepared to direct the court to a cite in the record for when those incidents were brought to the court's attention. IT IS SO ORDERED.

COURT ORDERS, Plaintiff's Countermotion to attorney's fees and costs DEFERRED to the time of trial. COURT FURTHER ORDERS, the hearings currently scheduled for March 15, 2016 at 10:00 a.m. VACATED.

CLERK'S NOTE: A copy of this Minute Order was placed in Attorney Ghibaudo and Attorney Wilson's attorney folders located in the Clerk's Office.

INTERIM CONDITIONS:

FUTURE HEARINGS:

February 24, 2016 9:00 AM Calendar Call
Gentile, Denise L.
Courtroom 03
Slayton, Andrea

March 09, 2016 9:00 AM Evidentiary Hearing
Gentile, Denise L.
Courtroom 03
Slayton, Andrea

*Canceled: March 15, 2016 10:00 AM Motion in Limine
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
Gentile, Denise L.
Courtroom 03*

PRINT DATE:	02/02/2016	Page 2 of 3	Minutes Date:	February 02, 2016
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D-10-426817-D

Slayton, Andrea

Canceled: March 15, 2016 10:00 AM Motion in Limine

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated

Gentile, Denise L

Courtroom 03

Slayton, Andrea

Canceled: March 15, 2016 10:00 AM Opposition & Counter-motion

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated

Gentile, Denise L

Courtroom 03

Slayton, Andrea

PRINT DATE:	02/02/2016	Page 3 of 3	Minutes Date:	February 02, 2016
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