

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

ALEX B. GHIBAUDO,  
Appellant/Cross-Respondent,

v.

TARA KELLOGG-GHIBAUDO,  
Respondent/Cross-Appellant.

No. 82248

Electronically Filed  
Jan 25 2021 05:59 p.m.

Elizabeth A. Brown  
Clerk of Supreme Court  
**DOCKETING STATEMENT  
CIVIL APPEALS**

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department H  
County Clark Judge Honorable T. Arthur Ritchie, Jr.  
District Ct. Case No. D-15-522043-D

**2. Attorney filing this docketing statement:**

Attorney R. Christopher Reade, Esq Telephone (702) 794-4411  
Firm Cory Reade Dows & Shafer  
Address 1333 North Buffalo Drive, Suite 210  
Las Vegas, Nevada 89128

Client(s) Tara Kellogg-Ghibaudo

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Alex B. Ghibaudo, Esq. Telephone 702-462-5888  
Firm Alex B. Ghibaudo, P.C.  
Address 197 E. California Avenue, Ste. 250  
Las Vegas, NV 89104

Client(s) Alex B. Ghibaudo

Attorney Michancy M. Cramer, Esq. Telephone (702) 462-5888  
Firm Alex B. Ghibaudo, P.C.  
Address 197 E. California Avenue, Ste. 250  
Las Vegas, NV 89104

Client(s) Alex B. Ghibaudo

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:  |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction                                      |
| <input type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim                                  |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute                                      |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify): _____                                    |
| <input type="checkbox"/> Grant/Denial of injunction         | <input checked="" type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input checked="" type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination     | <input type="checkbox"/> Other disposition (specify): _____                        |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Nevada DHHS Division of Welfare & Support Services (Tara Rae Kellogg) v. Alex Brian Ghibaudo – Eighth Judicial District for Clark County Nevada Case Number R-11-16199-R, Order Upon Consent, January 14, 2021.

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This was an action before the Eighth Judicial District Court by Respondent TARA KELLOGG ("KELLOGG") to enforce a February 1, 2017 Decree of Divorce due to Appellant ALEX GHIBAUDO's ("GHIBAUDO") refusal to pay family support and medical insurance from February 2017 to date. KELLOGG filed numerous contempt motions and obtained Orders to enforce and to hold GHIBAUDO in civil contempt over the past four years. In May 2019, GHIBAUDO filed a Motion to Modify Spousal Support. KELLOGG filed an Opposition and Countermotions for an Order to Show Cause and to Enforce the Decree of Divorce. The District Court conducted an evidentiary hearing on September 17th, 2020. On November 10, 2020, the District Court entered judgment enforcing the Decree of Divorce and reducing family support arrears to Judgment against GHIBAUDO. The Court entered Judgment in the sum of \$69,924.00 for family support arrears for the period of October 2017 to April 2019 and \$47,500.00 for arrears for the period of May 2019 to September 2020. The District Court ordered GHIBAUDO to pay \$2,500 per month in spousal support commencing October 1, 2020. The Notice of Entry of Judgment was entered November 20th, 2020.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

1. Whether the District Court erred when it modified family support that was the product of a settlement agreement placed on the record.
2. Whether the Decree of Divorce was modifiable when the product of a negotiated settlement for which consideration was given.
3. Whether the District Court erred when in calculating Appellant's gross income pursuant to the Decree of Divorce for purposes of arrears and modification of income.
4. Whether the District Court erred when it failed to award medical insurance arrears to Respondent/Cross-Appellant.
5. Whether the District Court erred when it held that Cross-Appellant was willfully unemployed and imputed income to Cross-Appellant without considering any evidence to support such a proposition for purposes of spousal support calculations.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Cross-Appellant has no knowledge of any other appeal raising the same or similar issues as raised in this instant appeal.



**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Pursuant to NRAP 17(b)(10) which provides that "Cases involving family law matters other than termination of parental rights or NRS Chapter 432B proceedings" shall be assigned to the Court of Appeals.

Cross-Appellant KELLOGG believes that the Supreme Court should retain this matter due to Appellant being a licensed attorney regulated by the Supreme Court and that payment of family support is regulated under the Supreme Court Rules by the Supreme Court.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 1

Was it a bench or jury trial? Evidentiary hearing to the Court

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** 11/10/2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**17. Date written notice of entry of judgment or order was served** 11/20/2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** 12/17/2020

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Appellant Alex B. Ghibaudo: Notice of Appeal Filed December 14, 2020

Cross-Appellant Tara Kellogg: Notice of Appeal filed December 17, 2020

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)            | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

(b) Explain how each authority provides a basis for appeal from the judgment or order: NRAP 3A(b)(1) states that an appeal may be taken following a judgment in the court. On November 10, 2020 the District Court rendered Judgment in this matter. On November 20, 2020 the Notice of Entry of Judgment was filed.

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Tara Kellogg-Ghibaudo – Plaintiff

Alex B. Ghibaudo - Defendant

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Not Applicable

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Respondent TARA KELLOGG ("KELLOGG") brought claims for contempt and to enforce a February 1, 2017 Decree of Divorce against Appellant ALEX GHIBAUDO ("GHIBAUDO"). In May 2019, Appellant GHIBAUDO brought a Motion to Modify the Decree of Divorce. All of the foregoing claims were resolved in the November 10th, 2020 Order and Judgment.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

**27. Attach file-stamped copies of the following documents:**

- Ⓔ The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Ⓔ Any tolling motion(s) and order(s) resolving tolling motion(s)
- Ⓔ Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Ⓔ Any other order challenged on appeal
- Ⓔ Notices of entry for each attached order

## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Tara Kellogg  
Name of appellant

R. Christopher Reade, Esq  
Name of counsel of record

01/25/2021  
Date

/s/ R. Christopher Reade  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 25th day of January, 2021, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

See attached

Dated this 25th day of January, 2021

/s/ R. Christopher Reade  
Signature

**CERTIFICATE OF SERVICE**

I certify that I am a representative of CORY READE DOWS & SHAFER and that on this 25th day of January, 2021, I caused the foregoing RESPONDENT/CROSS-APPELLANT'S DOCKETING STATEMENT to be served as follows:

**■ NEFCR System upon the following All Parties in accordance with NEFCR 9 and 13**

Alex B. Ghibaud, Esq.  
Michancy M. Cramer, Esq.  
ALEX B. GHIBAUDO, P.C.  
197 E. California Avenue, Suite 250  
Las Vegas, Nevada 89104  
Attorneys for Appellant Alex B. Ghibaud

Israel Kunin, Esq.  
KUNIN LAW GROUP  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
Settlement Judge

☐ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

**■ By First-Class United States Mail, postage prepaid upon the following Parties, for whom no compliance with the Electronic Service requirements has been undertaken.**

Alex B. Ghibaud, Esq.  
Michancy M. Cramer, Esq.  
ALEX B. GHIBAUDO, P.C.  
197 E. California Avenue, Suite 250  
Las Vegas, Nevada 89104  
Attorneys for Appellant Alex B. Ghibaud

Israel Kunin, Esq.  
KUNIN LAW GROUP  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
Settlement Judge

☐ **Personal Service upon the following parties or their Counsel:**

**By direct email upon the following Parties, for whom I did not receive, within a reasonable time indication that the transmission was unsuccessful.**

**By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

/s/ Andrew M. David  
A Representative of CORY READE DOWS & SHAFER





1           3.     That there is one (1) minor child who is issues of this marriage by the parties to  
2 wit: NICOLE GHIBAUDO born on May 17, 2001 and Plaintiff is not currently pregnant.

3           4.     That the State of Nevada is the habitual residence of the minor child.

4           5.     That there is community property which needs to be adjudicated by the Court.  
5 Plaintiff asks permission of this Court to amend this Complaint to insert this information when it  
6 becomes known to Plaintiff or at the time of trial.

7           6.     That there are community debts which need to be adjudicated by the Court.  
8 Plaintiff asks permission of this Court to amend this Complaint to insert this information when it  
9 becomes known to Plaintiff or at the time of trial.

10          7.     That the Parties are requesting that this Court award the Joint Legal Custody with  
11 Plaintiff awarded primary physical custody.

12          8.     That Defendant pay child support of \$1,091.00 per child, per month, or 18% of  
13 his gross monthly income, whichever is greater. That Defendant provide health insurance for the  
14 minor child and that the parties equally divide any unpaid or unreimbursed medical expenses.

15          9.     That Plaintiff shall be awarded spousal support.

16          10.    That Defendant has engaged in individual act or course of individual actions  
17 which individually, or together have constituted marital waste, and therefore Plaintiff shall be  
18 compensated for the loss and enjoyment of said wasted community assets.

19          11.    That during the course of said marriage, the tastes mental disposition, views, likes  
20 and dislikes of Plaintiff and Defendant have become so widely divergent that the parties have  
21 become incompatible in marriage to such an extent that it is impossible for them to live together  
22 as husband and wife; that the incompatibility between Plaintiff and Defendant is so great that  
23 there is no possibility of reconciliation between them.

1  
2 WHEREFORE, Plaintiff prays for a Judgment as follows:

3 1. That the marriage existing between Plaintiff and Defendant be dissolved and that  
4 the Parties be granted an absolute Decree of Divorce and that each of the parties be restored to  
5 the status of a single, unmarried person;

6 2. That the Plaintiff be awarded primary physical custody of the minor child with the  
7 Parties awarded joint legal custody.

8 3. That Defendant shall pay child support of \$1091.00 per month, or, 18% of his  
9 gross monthly income, whichever is greater.

10 4. That Defendant provide health insurance for the minor child and that the parties  
11 equally divide and pay any unpaid medical expenses of the minor child.

12 5. That the Community property and community debts be equitably divided between  
13 the Parties.

14 6. That Plaintiff be awarded spousal support;


15 7. That the Court grant the relief requested in this Complaint

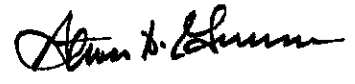
16 8. For Plaintiff's costs, disbursements and attorney's fees.

17 9. For such other relief as the Court finds to be just and proper.

18 DATED this 1<sup>st</sup> day of October, 2015.

19  
20 CHATTAH LAW GROUP

21  
22   
23 SIGAL CHATTAH, ESQ.  
24 Nevada Bar No.: 8264  
25 CHATTAH LAW GROUP  
5875 S. Rainbow Blvd #203  
Las Vegas, Nevada 89118  
Tel:(702) 360-6200  
Fax:(702) 643-6292  
Attorney for Plaintiff

  
CLERK OF THE COURT

ACC  
ALEX GHIBAUDO, ESQ.  
Nevada Bar No. 10592  
SCHWAB LAW GROUP  
2800 W. Sahara Ave., Suite 1H  
Las Vegas, Nevada 89102  
Tel. (702) 489-4442  
Fax. (702) 489-4812  
*Defendant in proper person*

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

\*\*\*\*

TARA KELLOGG-GHIBAUDO,	)	
	)	Case No.: D-14-522043-D
Plaintiff,	)	Dept. No.: T
	)	
vs.	)	
	)	
ALEX GHIBAUDO,	)	
	)	
Defendant.	)	
	)	

Answer to Plaintiff's Complaint for Divorce

Defendant Alex Ghibaudo, Esq., in proper person, submits this Answer to Plaintiff's  
Complaint for Divorce, and admits, denies and alleges as follows:

1. Answering Paragraphs 1, 2, 3, 4, 5, 6, 7, 9, and 11 admits the allegations  
contained therein.
2. Answering Paragraphs 8 and 10 Defendant denies the allegations contained  
therein.

Dated this 9th day of November, 2015.

Schwab Law Group

/s/ Alex Ghibaudo  
Alex Ghibaudo, Esq.

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**Tara Kellogg-Ghibaudo**  
c/o Sigal Chattah, Esq.  
5875 S Rainbow Blvd # 204  
Las Vegas, NV 89118  
chattahlaw@gmail.com

-2-

  
CLERK OF THE COURT

1 **DECD**  
2 **WILICK LAW GROUP**  
3 **MARSHAL S. WILICK, ESQ.**  
4 Nevada Bar No. 002515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff

10  
11  
12 **DISTRICT COURT**  
13 **FAMILY DIVISION**  
14 **CLARK COUNTY, NEVADA**

15 **TARA KELLOGG GHIBAUDO,**

16 Plaintiff,

17 vs.

18 **ALEX GHIBAUDO,**

19 Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: T

DATE OF HEARING: 1/10/2017  
TIME OF HEARING: 9:00 A.M.

20 **DECREE OF DIVORCE**

21 This matter came on for hearing at the above date and time before the  
22 Honorable Lisa M. Brown, District Court Judge, Family Division. Plaintiff, Tara  
23 Kellogg Ghibaudo, was present and represented by Marshal S. Willick, Esq., and  
24 Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo,  
25 was present and represented himself in proper person.

26 Alex was duly and regularly served with a copy of the *Summons and Complaint*  
27 for *Divorce*, filed on October 1, 2015, and he filed his *Answer to Complaint for*  
28 *Divorce* on November 11, 2015. The Court was fully advised as to the law and the  
facts of the case, and therefore finds and orders as follows:

1. This matter was submitted to the Court for entry of a *Decree of Divorce*  
and this Court has complete jurisdiction in the premises, both as to the subject matter  
and the parties under Chapter 125 of the Nevada Revised Statutes.

☐ Other  
☐ Dismissed - Want of Prosecution  
☐ Involuntary (Statutory) Dismissal  
☐ Default Judgment  
☐ Transferred  
☐ Disposed After Trial Start  
☐ Judgment Reached by Trial  
☐ Settled/Withdrawn  
☐ Without Judicial Conf/Htg  
☒ With Judicial Conf/Htg  
☐ By ADR  
☐ Trial Disposition  
☐ Judgment Reached by Trial

RECEIVED

JAN 13 2017

FAMILY COURT  
DEPARTMENT T

WILICK LAW GROUP  
3591 East Bonanza Road  
Suite 200  
Las Vegas, NV 89110-2101  
(702) 438-4100

1           2.     The parties were married on December 30, 2001, in Las Vegas, Nevada,  
2     and have been continuously married since that time.

3           3.     Tara and Alex are actual bona fide residents of the County of Clark,  
4     State of Nevada, and Tara was actually domiciled herein for more than six weeks  
5     prior to the filing of her *Complaint for Divorce*.

6           4.     There is one minor child born the issue of this marriage, specifically,  
7     Nicole Ghibaud, born on May 17, 2001, and Tara is not currently pregnant.

8           5.     The State of Nevada is the home state of the minor child.

9           6.     All of the jurisdictional allegations contained in Tara's *Complaint* are  
10    true as therein alleged and Tara is entitled to a *Decree of Divorce* from Alex on the  
11    grounds set forth in her *Complaint*.

12          7.     Alex, having filed his *Answer*, has waived the formal rendition of  
13    findings of fact and conclusions of law beyond those contained herein.

14          8.     There are community assets and debts which have been determined and  
15    divided by the parties as more fully set forth herein.

16          9.     The parties tastes, natures, views, likes, and dislikes have become so  
17    widely separate and divergent that they are incompatible in marriage with no  
18    possibility of reconciliation.

19          10.    The following *Decree of Divorce* contains terms and provisions that are  
20    fair and equitable. It is acknowledged and agreed that Plaintiff's attorneys, of the  
21    WILICK LAW GROUP, have not undertaken any independent investigation as to the  
22    nature, extent, or valuation of the subject assets and obligations. Accordingly, all  
23    counsel of the WILICK LAW GROUP, and all employees of the WILICK LAW GROUP  
24    are held harmless from liability relating to the valuation and division of community  
25    assets and debts.

26          11.    The parties reached a global settlement on all issues pending before the  
27    Court as a result of a settlement conference held with Senior Judge Kathy Hardcastle  
28

1 on May 18, 2016, and the following *Decree* correctly recites their agreement as  
2 follows:

3  
4 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**  
5 **DECREED:**

6 **TERMINATION OF MARRIAGE**

7 The bonds of matrimony existing between Tara and Alex are hereby dissolved;  
8 Tara is granted an absolute *Decree of Divorce*; and each of the parties is restored to  
9 the status of a single, unmarried person.

10  
11 **CHILD CUSTODY PROVISIONS**

12 1. ***Legal Custody.*** The parties shall enjoy joint legal custody of the minor  
13 child born the issue of this marriage, namely, Nicole Ghilbaudo, born May 17, 2001.

14 The parties agree that joint legal custody entails the following provisions:

15 Neither parent shall do anything which shall estrange the child from the other  
16 parent or impair the natural development of the child's love and respect for  
17 each of the parents, or disparage the other parent or undermine the parental  
18 authority or discipline of the other's household. Additionally, each parent  
19 shall instruct their respective family and friends that no disparaging remarks  
20 are to be made regarding the other parent in the presence of the child.

21 Neither parent shall use contact with the child as a means of obtaining  
22 information about the other parent. The parents shall consult and cooperate  
23 with each other in substantial questions relating to religious upbringing,  
24 educational programs, significant changes in social environment, and health  
25 care of the child. In the event that either parent remarries or cohabits, all  
26 matters and communications concerning legal custody and/or physical custody  
27 of the child shall be between the parents only.

28 Neither parent shall be permitted to use illicit drugs, including marijuana and  
prescription drugs that have been obtained illegally, in the presence of the  
minor child and/or during such periods when they are responsible for the minor  
child. Further, neither parent shall be permitted to be in the presence of the  
minor child while under the influence of any and all illicit drugs.

The parents shall each have independent access to medical and school records  
pertaining to the child and shall jointly consult, when possible, with any and  
all professionals involved with the child.

All schools, day care providers, and counselors shall be, when possible,  
selected by the parties jointly. In the event that the parties cannot agree to the



1 selection of a school, the child shall be maintained in the present school  
2 pending mediation and/or further Order of the Court.

3 Each parent shall be empowered to obtain emergency health care for the child  
4 without the consent of the other parent. Each parent shall notify the other  
parent as soon as reasonably possible of any illness requiring medical  
attention, or any emergency involving the child.

5 Each parent shall have independent access to information concerning the well-  
6 being of the child, including, but not limited to, copies of report cards; school  
meeting notices; vacation schedules; class programs; requests for conferences;  
7 results of standardized or diagnostic tests; notice of activities involving the  
child; samples of school work; order forms for school pictures; and all  
8 communications from health care providers.

9 Each parent shall have independent access to all information concerning  
school, athletic, church, and social events in which the child participates. Both  
10 parents may participate in activities for the child, such as open house,  
attendance at an athletic event, etc.

11 Each parent shall provide the other parent with the address and telephone  
12 number at which the minor child resides, and shall notify the other parent  
within five days prior to any change of address and provide the telephone  
13 number as soon as it is assigned.

14 Each parent shall provide the other parent with a travel itinerary and, whenever  
15 reasonably possible, telephone numbers at which the child can be reached  
whenever the child will be away from the parent's home for any period in  
excess of three days.

16 Each parent shall be entitled to reasonable telephone communication with the  
17 child. Each parent is restrained from unreasonably interfering with the child's  
right to privacy during such telephone conversations.

18 2. **Physical Custody.** The parties recognize that physical custody addresses  
19 the residential arrangements and specific periods of parental responsibilities for the  
20 child. Tara shall be awarded primary physical custody of the minor child with the  
21 agreement that Nicole shall be afforded teenage discretion to determine the extent of  
22 visitation she would like to have with Alex.

### 23 **CHILD SUPPORT**

24 1. **Child Support.** Child support shall be established pursuant to NRS  
25 125B.070 and NRS 125B.080. Based on Alex's representation that his  
26 gross monthly income is \$6,666, his child support shall be set at  
27 the presumptive maximum amount of \$819 per month and shall  
28

1 continue until such time as the child reaches the age of eighteen years, or nineteen if  
2 still in high school, marries, dies or otherwise becomes emancipated.

3 Child support shall be paid directly to Tara, and must be paid on the 1<sup>st</sup> day of  
4 every month, commencing on November 19, 2015.

5 2. *Medical Insurance for Minor Child.* Alex shall continue to provide  
6 medical insurance for the minor child so long as it is reasonable in cost.

7 3. *Medical Insurance Arrears for the Minor Child.* Pursuant to the *Order*  
8 *From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to  
9 provide medical insurance for the minor child as of November 1, 2015; however, Tara  
10 agrees that his obligation shall commence as of December 1, 2015. Alex did not  
11 make any payments towards the child's medical insurance premiums which has  
12 resulted in a principal arrearage of \$1,963.50, with interest and penalties, he owes  
13 \$2,136.27 as of January 10, 2017.<sup>1</sup>

14 4. *Unreimbursed Medical Expenses for Minor Child.* With regard to the  
15 payment of future unreimbursed medical expenses incurred on behalf of the minor  
16 child, not including medical insurance premiums, the parties shall adhere to the  
17 court's standard Medical and Health Sharing Policy ("30/30 Rule"), the terms of  
18 which are as follows:

19 1. Documentation of Out-Of-Pocket Expenses Required

20 A parent who incurs an out of pocket expense for the child's medical, dental  
21 and health expenses (hereinafter referred to as "health expenses") is required  
22 to document that expense and provide proof of payment of that expense. A  
receipt from the health care provider is sufficient to prove the expense so long  
as it has the name of the child on it and shows an actual payment by the parent.

23 2. Proof of Payment Required

24 A parent who has paid a health expense for the child must provide a copy of  
25 the proof of payment to the other parent and the insurance company within 30  
26 days of the payment being made and in no event later than the expense could  
have been submitted to the insurance company for reimbursement. The failure  
of a parent to comply with this provision in a timely manner, which causes the  
claim for insurance reimbursement to be denied by the insurance company as  
untimely, may result in that parent being required to pay the entire amount

27  
28 <sup>1</sup> See Exhibit 1 MLAW Arrearage Calculation Summary detailing medical insurance arrears,  
dated January 10, 2017.

1 which would have been paid by the insurance company, as well as one-half of  
2 the expense which would not have been paid by insurance if the claim had  
been timely filed.

3 **3. Mitigation of Health Expenses Required; Use of Covered Insurance**  
4 **Providers**

5 Parents have a duty to mitigate medical expenses for the child. Absent  
6 compelling circumstances, a parent should take the child to a health care  
7 provider covered by the insurance in effect and use preferred providers if  
8 available in order to minimize the cost of the child's health care as much as  
9 possible. The burden is on the parent using a non-covered health care provider  
10 to demonstrate that the choice not to use a covered provider, or the lowest cost  
11 option, was reasonably necessary in the particular circumstances of that case.  
12 If the Court finds the choice of a non-covered or more expensive covered  
13 provider was not reasonably necessary then the Court may impose a greater  
14 portion of financial responsibility for the cost of the health care to the parent  
15 who incurred that expense, up to the full amount, which would have been  
16 expended in excess of the lowest cost insurance choice.

17 **4. Sharing of Insurance Information Required**

18 The parent providing insurance coverage for the children has a continuing  
19 obligation to provide insurance information that is not publically available  
20 including, but not limited to, copies of policies and changes thereto as they are  
21 received, claim forms, preferred provider lists initially, and as they change  
22 from time to time, and identification cards. The failure of the insuring parent  
23 to timely supply any of the above items that are not publically available to the  
24 other parent which results in the claim for treatment being denied by the  
25 insurance company in whole or in part may result in the amount which would  
26 have been paid by the insurance policy being paid by the insuring parent.

27 **5. Reimbursement for Out-Of-Pocket Expenses**

28 A parent who receives a written request for contribution for an out-of-pocket  
health care expense incurred by the other parent must pay his or her share of  
that out-of-pocket expense to the paying parent within 30 days of receipt of the  
written request for contribution. As much informal documentation as possible  
shall be provided, such as handwritten notes with copies of the bills and proof  
of payment attached. The requesting parent should make a copy of all papers  
submitted to the other parent in order to prove communication of this  
information to the other parent and substantiation for the request. The parent  
receiving the request for contribution must raise any questions about the  
correctness of the request for contribution within the 30 day period after the  
request for contribution is received. Any objection to the request for  
contribution must be made in writing, by way of letter or e-mail, with a copy  
made for later reference by the court. If the parent receiving a request for  
contribution does not respond to the request within the 30 day period that  
parent may be assessed attorney's fees if a contempt proceeding or court action  
is required as a result of the parent doing nothing. If the parent who owes  
contribution for a health care expense of the child does not pay the amount due  
within the 30 day period and fails to respond to the request within the 30 days  
and if that parent is the recipient of periodic payments for child support, the  
requesting parent is authorized to deduct the amount due from the other parent  
from any periodic payments due and payable 30 days after the request for  
contribution was made in writing subject to the limitation that the maximum  
recovery by deduction from monthly periodic payments will be no more than  
\$50.00 per month.

1       **6.     Sharing Insurance Reimbursement**

2       If either parent receives a payment from an insurance company or medical  
3       provider which reimburses payments made out-of-pocket previously by both  
4       parents or the other parent only, the party receiving the payment must give the  
5       other parent's portion of the payment to the other parent within 14 days of  
6       receipt of the payment.

7       **7.     Timely Submission of Claims to Insurance Company**

8       If a claim for reimbursement by the insurance company may be made by either  
9       party, the claim must be made in a timely manner. If the claim may only be  
10      submitted by one party, that party must submit the claim in a timely manner.  
11      Failure of a party to comply with this requirement may result in that party  
12      being required to pay the entire amount of the claim which would have been  
13      paid by insurance if timely submitted and one-half of that amount which would  
14      not have been paid by insurance.

15                   **MISCELLANEOUS CHILD PROVISIONS**

16      1.     ***Extracurricular Activities.*** The parties shall equally share all agreed  
17      upon expenses associated with any extracurricular activities for Nicole.

18      2.     ***Removing the Child From the State of Residence of the Parent.***  
19      Neither parent shall remove the child from the State of Nevada, for the purpose of  
20      changing her residence, without the written consent of both parents or until further  
21      Order of the Court. However, this does not preclude the child from visitation out of  
22      the state or country with either parent if it is desired, or from participating in out-of-  
23      state day or weekend trips, or out-of-state family activities during visitation or  
24      vacation.

25      3.     ***Child Dependency Exemption.*** For purposes of filing annual income  
26      tax returns, and in recognition of the fact that Tara has primary physical custody of  
27      Nicole, Tara shall claim Nicole every tax year during her minority so long as such  
28      exemptions/deductions are allowed by the Internal Revenue Service.

29      4.     ***Communications Between Parents.*** The parents shall communicate  
30      with each other by any means, including telephone, text message, letter, or e-mail;  
31      however, all communications shall be done in a respectful manner.

32      5.     ***Grandparents and Extended Family.*** Each parent agrees that they shall  
33      provide the child with access to the grandparents and extended family on his/her own

1 side of the family as the parent decides is in the child's best interest during his/her  
2 parenting time. The parents will cooperate to help the child attend special events with  
3 grandparents and extended family by making reasonable requests of each other,  
4 considering the school situation, and their best interest and needs.

5 6. *Changes to Decree of Divorce.* The terms and conditions relating to  
6 custody set forth in this *Decree* may be supplemented or revised as the needs of the  
7 child and/or circumstances of the parents change. Such revisions shall be in writing,  
8 signed and dated by both parents; however the parties understand that any concurred  
9 changes do not modify this *Order*. Absent a subsequent Stipulation and Order, or a  
10 modifying Court Order, this *Decree* shall remain in full force and effect, and the  
11 parents are encouraged to resolve the controversy themselves or seek mediation prior  
12 to any future hearings.

#### 13 14 DIVISION OF COMMUNITY ASSETS AND DEBTS

15 1. There is no community property to be divided between the parties with  
16 the exception of Alex's interest in his law practice. His share of the law practice shall  
17 remain community property. Should Alex be paid for any portion of his share of his  
18 law practice, one-half of the amount he receives will be payable to Tara, representing  
19 her one-half interest of his law practice which was started during the marriage.

20 2. All other property acquired after May 18, 2016, shall be the sole and  
21 separate property of the party so acquiring the same unless the parties mutually agree  
22 otherwise in writing.

23 3. All debt incurred prior to the entry of the *Decree of Divorce* shall be  
24 solely borne by Alex, including any personal loans obtained by Tara, and all of her  
25 medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify  
26 Tara against any and all actions by any creditors of such debts.

27 4. Any debts incurred by the parties after the filing of this *Decree of*  
28 *Divorce* shall be the sole responsibility of the party incurring the debt.

## POST-DIVORCE FAMILY SUPPORT

1  
2 1. In exchange for waiving any claim that she might have otherwise made  
3 concerning Alex's dissipation of marital assets, Alex shall provide Tara with family  
4 support in the minimum amount of \$2,500 per month for a period of 15 years, or 50%  
5 of Alex's gross monthly income, whichever amount is greater. This amount includes  
6 the \$819 in child support outlined above. Tara shall also receive 50% of any bonuses  
7 Alex may receive at his place of employment. As examples only, if Alex's gross  
8 monthly income is \$10,000, he shall provide Tara with a family support payment of  
9 \$5,000; in the event Alex's gross monthly income is \$4,000, he shall provide Tara  
10 with the minimum family support payment of \$2,500, as that amount is greater than  
11 50% of Alex's gross monthly income.

12 2. Alex's support obligation shall commence on May 1, 2016, and shall  
13 continue until such time as either one of the parties dies, or upon Tara's remarriage.

14 3. Upon Tara obtaining full-time employment (more than 32 hours per  
15 week), the monthly support payment that Alex is required to pay may be re-calculated  
16 to an amount of no less than 50% of the difference between the parties' gross monthly  
17 income. Regardless of the difference, Tara shall receive the minimum sum of \$2,500  
18 per month. As examples only, if Tara's gross monthly income is \$2,000, and Alex's  
19 is \$10,000, Alex shall provide Tara with a family support payment of \$4,000; in the  
20 event Tara's gross monthly income is \$4,000, and Alex's is \$8,000, Alex shall  
21 provide Tara with the minimum family support payment of \$2,500, as that amount is  
22 greater than 50% of the difference between the parties' incomes.

23 4. Gross monthly income means the total amount of income received each  
24 month from any source of a person who is not self-employed, or the gross income of  
25 a self-employed person, after deduction of all legitimate business expenses, but  
26 without deduction for personal income taxes, contributions for retirement benefits,  
27 contributions to a pension, contributions to a deferred compensation account, or for  
28 any other personal expense.

5. When the minor child turns 18 years of age, Alex's family support obligation shall continue in the minimum amount of \$2,500, or the greater amount of one-half of the difference between the parties' incomes and shall not be reduced to account for the termination of child support.

6. For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns every year. If it is determined that Alex provided Tara with less than what he was otherwise required to pay after reviewing his tax returns, he shall immediately make up any such difference and provide Tara with adequate payment.

7. Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.

## MISCELLANEOUS PROVISIONS

1. **Taxes.** The parties shall file separate tax returns for the 2016 tax year and every year thereafter. Any tax liability incurred prior to the 2016 tax year, shall be solely borne by Alex.

2. *Family Support Arrears.* Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with the sum of \$2,200 per month as and for family support commencing on November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex has made sporadic payments towards that obligation which has resulted in an arrearage, as of January 10, 2017, Alex owed the principal sum of \$2,870, with interest and penalties, he owes \$3,425.18.<sup>2</sup> This amount shall be reduced to judgment and made collectible by any and all lawful means.

<sup>2</sup> See Exhibit 2, MLAW Arrearage Calculation Summary detailing family support arrears, dated January 10, 2017.

1           3.     *Medical Insurance Arrears.* Pursuant to the *Order From Hearing of*  
2     *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical  
3     insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation  
4     shall commence as of December 1, 2015. Alex did not make any payments towards  
5     her medical insurance premiums which has resulted in a principal arrearage of  
6     \$4,097.10; with interest, he owes \$4,225.15 as of January 10, 2017.<sup>3</sup>

7           4.     Tara shall return to her former name of Tara Kellogg.

8           5.     If either party is required to go to court to enforce the terms of this  
9     *Decree*, or if there is a dispute between the parties relating to the terms of this *Decree*,  
10    the prevailing party shall be entitled to an award of reasonable attorney's fees and  
11    costs.

12          6.     Both parties shall execute any and all escrow, document transfers of title,  
13    and other instruments that may be required in order to effectuate transfer of any and  
14    all interests which either may have in and to the property of the other as specified  
15    herein, and to do any other act or sign any other documents reasonably necessary and  
16    proper for the consummation, effectuation, or implementation of this *Decree* and its  
17    intent and purposes. Should either party fail to execute any documents to transfer  
18    interest to the other, either party may request that this Court have the Clerk of the  
19    Court sign in place of the other in accordance with NRCP 70.

20          7.     All community property which is not listed herein shall be owned by the  
21    parties as equal co-tenants, subject to future partition upon discovery. Specifically,  
22    the parties certify that they have made a full disclosure of all property, or interest in  
23    property, owned by them. The parties further certify that the assets listed in this  
24    *Decree* are all of the assets acquired during the marriage, and they have not secreted  
25    or hidden any assets; in the event that any property has been omitted from this *Decree*  
26    that would have been community property or otherwise jointly-held property under

27  
28                 <sup>3</sup> See Exhibit 3 MLAW Arrearage Calculation Summary detailing medical insurance arrears,  
dated January 10, 2017.



1 the law applicable as of the date of this *Decree*, the concealing or possessory party  
2 will transfer or convey to the other party, at the other party's election:

- 3 a. The full market value of the other party's interest on the date of this  
4 agreement, plus statutory interest through and including the date of  
5 transfer or conveyance; or  
6 b. The full market value of the other party's interest at the time that party  
7 discovers that he or she has an interest in such property, plus statutory  
8 interest in such property, plus statutory interest through and including  
9 the date of transfer or conveyance; or  
10 c. An amount of the omitted property equal to the other party's interest  
11 therein, if it is reasonably susceptible to division.

12 With respect to the above paragraph, each party specifically waives any and all  
13 limitation periods for the bringing of an action to partition such undisclosed asset(s).  
14 Nothing contained herein shall alter the sole and absolute ownership of pre-marital  
15 property to which there has been no community contribution.

16 8. Except as herein specified, each party hereto is hereby released and  
17 absolved from any and all obligations and liabilities for the future acts and duties of  
18 the other.

19 9. Each party shall assume, pay, be responsible for, and hold the other  
20 harmless from, any and all encumbrances, loans, mortgages, liens or obligations  
21 secured by or made against the property awarded to that party under this *Decree*, and  
22 each party shall assume, pay, be responsible for, and hold the other harmless from,  
23 any and all loans, debts, and obligations in his or her sole name as of the date this  
24 *Decree* is filed.

25 10. If any claim, action, or proceeding is brought seeking to hold one party  
26 liable on account of any debt, obligation, liability, act, or omission assumed by the  
27 other party, the assuming party will, at his or her sole expense, defend the other  
28

1 against any such claim or demand and will indemnify, defend, and hold harmless the  
2 non-assuming party.

3 11. Except as may be provided for herein, and except as may be provided by  
4 Will or Codicil voluntarily executed after this date, each of the parties releases and  
5 waives any and all right to the estate of the other left at his or her death, and forever  
6 quitsclaims any and all right to share in the estate of the other, by the laws of  
7 succession or community, and said parties hereby release one to the other all right to  
8 be administrator or administratrix, or executor or executrix, of the estate of the other,  
9 and each party hereby waives any and all right to the estate or any interest in the  
10 estate of the other for family allowance or property exempt from execution, or by way  
11 of inheritance, and said waiver shall be effective from the date of this *Decree*.

12 12. Other than expressly set forth in this *Decree of Divorce*, the parties agree  
13 that they forever waive, release, and discharge the other from any rights, claims,  
14 demands, causes of action, and damages of any kind, known or unknown, now  
15 existing or arising in the future, resulting from or relating to any personal injuries,  
16 properties, damages, events, conduct, happenings or actions arising at the time of or  
17 prior to the date of this *Decree of Divorce*, including actions arising under contract  
18 or tort theories, whether arising from or during the marriage or divorce of the parties,  
19 or prior to the marriage of the parties.

20 This waiver, release and discharge is an integral part of this *Decree of Divorce*  
21 and may not be modified.

22 13. This stipulated *Decree of Divorce* is the full and final agreement between  
23 the parties. Accordingly, all prior negotiations and agreements between the parties  
24 are incorporated in this *Decree of Divorce*. The terms of this *Decree of Divorce* are  
25 intended by the parties as a final, complete, and exclusive expression of their  
26 agreement, and may not be contradicted by evidence of any prior agreement or  
27 alleged contemporaneous oral agreement. The terms of this *Decree of Divorce* may  
28

1 not be amended, modified, or altered except through written agreement signed by  
2 both parties, or by an appropriate order of the Court.

3 14. In the event that any provision of this *Decree of Divorce* shall be held  
4 to be invalid or unenforceable, such ruling shall not affect the validity or  
5 enforceability of the remainder of the *Decree of Divorce* in any respect whatsoever.

6 15. This Court shall reserve jurisdiction over this matter as necessary to  
7 enforce any and all of its orders. All terms recited above dealing with property, debts,  
8 and alimony are parts of an integrated domestic support obligations order, such that  
9 frustration or non-performance of any terms (by bankruptcy or otherwise) that  
10 materially affects the others, which would not have been set forth as they were but for  
11 the expectation of performance of all stated terms. This Court reserves jurisdiction  
12 to enter such further or other orders as necessary to enforce or effectuate any and all  
13 provisions set out herein, including by way of compensatory alimony, or  
14 recharacterization or reallocation of property or debts so as to effectuate the terms of  
15 this *Decree*.

16 16. The parties each acknowledge that he or she has had the opportunity to  
17 independently obtain the information necessary to determine the nature, extent, and  
18 valuation of the community and jointly owned property set forth herein, and the  
19 community and joint debts and obligations set forth herein. The parties each further  
20 acknowledge that he or she has independently valued such community and jointly  
21 owned property, debt and obligations, and he or she has not relied upon any  
22 representations made by his or her counsel, or the other party's counsel. Specifically,  
23 neither party has relied upon any representations made by Marshal S. Willick, Esq.  
24 and Trevor M. Creel, Esq., of the WILLICK LAW GROUP as to the extent, nature or  
25 valuation of such property, debt and obligation, or with respect to the division of the  
26 same.

27 17. The parties shall submit the information required in NRS 125B.055,  
28 NRS 125.130 and NRS 125.230, on a separate form to the Court and the Welfare

1 Division of the Department of Human Resources within ten days from the date of this  
2 Decree is filed. Such information shall be maintained by the Clerk in a confidential  
3 manner and not part of the public record. The parties shall update the information  
4 filed with the Court and the Welfare Division of the Department of Human Resources  
5 within ten days should any of that information become inaccurate.

### 6 7 CHILD CUSTODY NOTICES

8 1. NOTICE IS HEREBY GIVEN that the parties are subject to the  
9 provisions of NRS 125C.0065, which provides:

10 1. If joint physical custody has been established pursuant to an order,  
11 judgment or decree of a court and one parent intends to relocate his or  
12 her residence to a place outside of this State or to a place within this  
13 State that is at such a distance that would substantially impair the ability  
of the other parent to maintain a meaningful relationship with the child,  
and the relocating parent desires to take the child with him or her, the  
relocating parent shall, before relocating:

14 (a) Attempt to obtain the written consent of the non-relocating  
parent to relocate with the child; and

15 (b) If the non-relocating parent refuses to give that consent, petition  
16 the court for primary physical custody for the purpose of  
relocating.

17 2. The court may award reasonable attorney's fees and costs to the  
18 relocating parent if the court finds that the non-relocating parent  
refused to consent to the relocating parent's relocation with the child:

19 (a) Without having reasonable grounds for such refusal; or

20 (b) For the purpose of harassing the relocating parent.

21 3. A parent who relocates with a child pursuant to this section before the  
22 court enters an order granting the parent primary physical custody of  
the child and permission to relocate with the child is subject to the  
23 provisions of NRS 200.359.

24 2. NOTICE IS FURTHER GIVEN that a parent who relocates with the  
25 minor child after entry of an order, judgment, or decree without obtaining permission  
26 is subject to NRS 125C.0045(6), which provides:

27 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
28 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

1 having a limited right of custody to a child or any parent having no right of  
2 custody to the child who willfully detains, conceals or removes the child from  
3 a parent, guardian or other person having lawful custody or a right of visitation  
4 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.

5 3. NOTICE IS FURTHER GIVEN that pursuant to NRS 125C.0045(7)  
6 and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th  
7 Session of the Hague Conference on Private International Law are applicable to the  
8 parties. Nevada is hereby declared the State, and the United States of America is  
9 hereby declared the country, of habitual residence of the child(ren) for the purposes  
10 of applying the terms of the Hague Convention as set forth above.

11 4. NOTICE IS FURTHER GIVEN that under the terms of the Parental  
12 Kidnaping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody  
13 Jurisdiction Act, NRS 125A.010, *et seq.*, the courts of Nevada have exclusive  
14 modification jurisdiction of the custody and visitation terms relating to the child(ren)  
15 at issue in this case so long as either of the parties or the child(ren) continue to reside  
16 in this jurisdiction.

17  
18 **CHILD SUPPORT NOTICES**

19 **FURTHER NOTICE IS HEREBY GIVEN:**

20 1. The parent having the child support obligation is subject to NRS 125.450  
21 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding  
22 or assignment of wages, commissions or bonuses for payment of child support,  
23 whether current or delinquent.

24 2. Pursuant to NRS 125B.145, either party may request that the Court  
25 review the child support obligation every three years or upon changed circumstances.

26 \*\*\*\*\*

27 \*\*\*\*\*

28 \*\*\*\*\*

IT IS SO ORDERED this 30 day of January, 2017.

Respectfully Submitted By:  
WILLICK LAW GROUP

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# Arrearage Calculation Summary

**Kellogg v. Ghibaudo**

Page: 1

Report Date: 01/06/2017

## Summary of Amounts Due

Total Principal Due 01/10/2017:	\$1,963.50
Total Interest Due 01/10/2017:	\$61.36
Total Penalty Due 01/10/2017:	\$111.41
Amount Due If paid on 01/10/2017:	\$2,136.27
Amount Due If paid on 01/11/2017:	\$2,137.12
Daily Amount accruing as of 01/11/2017:	\$0.84

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
01/10/2017	0.00	01/10/2017	0.00	1,963.50	61.36
Totals	1,963.50		0.00	1,963.50	61.36

\* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*140.25	0.00	0.00
01/01/2016	*140.25	140.25	1.19
02/01/2016	*140.25	280.50	3.57
03/01/2016	*140.25	420.75	6.90
04/01/2016	*140.25	561.00	11.65
05/01/2016	*140.25	701.25	17.40
06/01/2016	*140.25	841.50	24.53
07/01/2016	*140.25	981.75	32.57
08/01/2016	*140.25	1,122.00	42.08
09/01/2016	*140.25	1,262.25	52.77
10/01/2016	*140.25	1,402.50	64.27
11/01/2016	*140.25	1,542.75	77.33
12/01/2016	*140.25	1,683.00	91.13
01/01/2017	*140.25	1,823.25	106.57
01/10/2017	0.00	1,963.50	111.41
Totals	1,963.50	1,963.50	111.41

\* Indicates a payment due is designated as child support.



**Notes:**

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

**Interest Rates Used by Program:**

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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\*End of Report\*

# Arrearage Calculation Summary

Kellogg v. Ghlbaudo

Page: 1

Report Date: 01/06/2017

## Summary of Amounts Due

Total Principal Due 01/10/2017:	\$2,870.00
Total Interest Due 01/10/2017:	\$196.81
Total Penalty Due 01/10/2017:	\$358.36
Amount Due if paid on 01/10/2017:	\$3,425.18
Amount Due if paid on 01/11/2017:	\$3,426.41
Daily Amount accruing as of 01/11/2017:	\$1.23

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
01/10/2017	0.00	01/10/2017	0.00	2,870.00	196.81
Totals	11,000.00		8,130.00	2,870.00	196.81

\* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*2,200.00	0.00	0.00
01/01/2016	*2,200.00	2,200.00	18.68
02/01/2016	*2,200.00	6,340.00	55.95
02/12/2016	0.00	5,640.00	75.01
02/17/2016	0.00	5,340.00	82.71
02/26/2016	0.00	3,540.00	95.84
02/27/2016	0.00	2,890.00	96.81
03/04/2016	*2,200.00	4,440.00	103.35
03/11/2016	0.00	3,790.00	111.84
03/18/2016	0.00	3,140.00	119.09
03/25/2016	0.00	2,480.00	125.10
04/02/2016	*2,200.00	4,120.00	131.12
04/13/2016	0.00	3,570.00	143.50
04/16/2016	0.00	3,470.00	146.43
04/22/2016	0.00	2,870.00	152.12
07/01/2016	0.00	2,870.00	207.01
01/01/2017	0.00	2,870.00	351.29
01/10/2017	0.00	2,870.00	358.37
Totals	11,000.00	2,870.00	358.37

\* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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# Arrearage Calculation Summary

**Kellogg v. Ghlbaudo**

Page: 1

Report Date: 01/06/2017

## Summary of Amounts Due

Total Principal Due 01/10/2017:	\$4,097.10
Total Interest Due 01/10/2017:	\$128.05
Total Penalty Due 01/10/2017:	\$0.00
Amount Due If paid on 01/10/2017:	\$4,225.15
Amount Due If paid on 01/11/2017:	\$4,225.79
Daily Amount accruing as of 01/11/2017:	\$0.64

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.35
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
01/10/2017	0.00	01/10/2017	0.00	4,097.10	128.05
Totals	4,097.10		0.00	4,097.10	128.05

\* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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\*End of Report\*

1 **NEOJ**  
2 **WILICK LAW GROUP**  
3 **MARSHAL S. WILICK, ESQ.**  
4 Nevada Bar No. 2515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff

  
CLERK OF THE COURT

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

10 **TARA KELLOGG-GHIBAUDO,**

11 Plaintiff,

12 vs.

13 **ALEX GHIBAUDO,**

14 Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: T

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

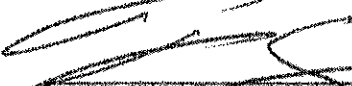
15  
16 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

17 **TO: ALEX GHIBAUDO, Plaintiff in Proper Person**

18 PLEASE TAKE NOTICE that the *Decree of Divorce* was duly entered in the  
19 above action on the 1<sup>st</sup> day of February, 2017, by filing with the clerk of the court; a  
20 true and correct copy is attached.

21 DATED this 2<sup>nd</sup> day of February, 2017.

22 **WILICK LAW GROUP**

23   
24 **MARSHAL S. WILICK, ESQ.**  
25 Nevada Bar No. 2515  
26 **TREVOR M. CREEL, ESQ.**  
27 Nevada Bar No. 11943  
28 3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
(702) 438-4100  
Attorneys for Plaintiff

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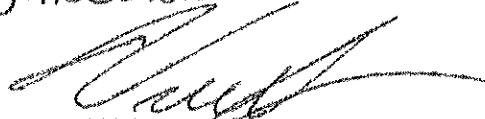
## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 3 day of February, 2017, I caused the above and foregoing document, entitled *Notice of Entry of Decree of Divorce*, to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ 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;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ by hand delivery with signed Affidavit of Service.

To the attorney and/or litigant listed below at the address, email address, and/or facsimile number indicated below:

Alex Ghibaud, Esq.  
G LAW  
320 East Charleston Boulevard, Suite 105  
Las Vegas, Nevada 89104  
*Defendant in Proper Person*  
*abg1475@live.com*



An Employee of the WILLICK LAW GROUP

\\wlgarver\company\wp\16KELLOGG\TDRAFTS\00166304.WPD\VI



  
CLERK OF THE COURT

1 **DECD**  
2 **WILICK LAW GROUP**  
3 **MARSHAL S. WILICK, ESQ.**  
4 Nevada Bar No. 002515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff

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

10 **TARA KELLOGG GHIBAUDO,**

11 Plaintiff,

12 vs.

13 **ALEX GHIBAUDO,**

14 Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: T

DATE OF HEARING: 1/10/2017  
TIME OF HEARING: 9:00 A.M.

15 **DECREE OF DIVORCE**

16  
17 This matter came on for hearing at the above date and time before the  
18 Honorable Lisa M. Brown, District Court Judge, Family Division. Plaintiff, Tara  
19 Kellogg Ghibauda, was present and represented by Marshal S. Willick, Esq., and  
20 Trevor M. Creel, Esq., of the WILICK LAW GROUP, and Defendant, Alex Ghibauda,  
21 was present and represented himself in proper person.

22 Alex was duly and regularly served with a copy of the *Summons* and *Complaint*  
23 *for Divorce*, filed on October 1, 2015, and he filed his *Answer to Complaint for*  
24 *Divorce* on November 11, 2015. The Court was fully advised as to the law and the  
25 facts of the case, and therefore finds and orders as follows:

26 1. This matter was submitted to the Court for entry of a *Decree of Divorce*  
27 and this Court has complete jurisdiction in the premises, both as to the subject matter  
28 and the parties under Chapter 125 of the Nevada Revised Statutes.

**Non-Trial Dispositions:**  
☐ Other  
☐ Dismissed - Want of Prosecution  
☐ Involuntary (Statutory) Dismissal  
☐ Default Judgment  
☐ Transferred  
☐ Disposed After Trial Start  
**Settled/Withdrawn:**  
☐ Without Judicial Conf/Hrg  
☒ With Judicial Conf/Hrg  
☐ By ADR  
**Judicial Dispositions:**  
☐ Judgment Renounced by Trial

**RECEIVED**

**JAN 13 2017**

**FAMILY COURT  
DEPARTMENT T**

1           2.     The parties were married on December 30, 2001, in Las Vegas, Nevada,  
2     and have been continuously married since that time.

3           3.     Tara and Alex are actual bona fide residents of the County of Clark,  
4     State of Nevada, and Tara was actually domiciled herein for more than six weeks  
5     prior to the filing of her *Complaint for Divorce*.

6           4.     There is one minor child born the issue of this marriage, specifically,  
7     Nicole Ghibaud, born on May 17, 2001, and Tara is not currently pregnant.

8           5.     The State of Nevada is the home state of the minor child.

9           6.     All of the jurisdictional allegations contained in Tara's *Complaint* are  
10    true as therein alleged and Tara is entitled to a *Decree of Divorce* from Alex on the  
11    grounds set forth in her *Complaint*.

12          7.     Alex, having filed his *Answer*, has waived the formal rendition of  
13    findings of fact and conclusions of law beyond those contained herein.

14          8.     There are community assets and debts which have been determined and  
15    divided by the parties as more fully set forth herein.

16          9.     The parties tastes, natures, views, likes, and dislikes have become so  
17    widely separate and divergent that they are incompatible in marriage with no  
18    possibility of reconciliation.

19          10.    The following *Decree of Divorce* contains terms and provisions that are  
20    fair and equitable. It is acknowledged and agreed that Plaintiff's attorneys, of the  
21    WILICK LAW GROUP, have not undertaken any independent investigation as to the  
22    nature, extent, or valuation of the subject assets and obligations. Accordingly, all  
23    counsel of the WILICK LAW GROUP, and all employees of the WILICK LAW GROUP  
24    are held harmless from liability relating to the valuation and division of community  
25    assets and debts.

26          11.    The parties reached a global settlement on all issues pending before the  
27    Court as a result of a settlement conference held with Senior Judge Kathy Hardcastle  
28

on May 18, 2016, and the following *Decree* correctly recites their agreement as follows:

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

**TERMINATION OF MARRIAGE**

The bonds of matrimony existing between Tara and Alex are hereby dissolved; Tara is granted an absolute *Decree of Divorce*; and each of the parties is restored to the status of a single, unmarried person.

**CHILD CUSTODY PROVISIONS**

1. ***Legal Custody.*** The parties shall enjoy joint legal custody of the minor child born the issue of this marriage, namely, Nicole Ghibauda, born May 17, 2001. The parties agree that joint legal custody entails the following provisions:

Neither parent shall do anything which shall estrange the child from the other parent or impair the natural development of the child's love and respect for each of the parents, or disparage the other parent or undermine the parental authority or discipline of the other's household. Additionally, each parent shall instruct their respective family and friends that no disparaging remarks are to be made regarding the other parent in the presence of the child.

Neither parent shall use contact with the child as a means of obtaining information about the other parent. The parents shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child. In the event that either parent remarries or cohabits, all matters and communications concerning legal custody and/or physical custody of the child shall be between the parents only.

Neither parent shall be permitted to use illicit drugs, including marijuana and prescription drugs that have been obtained illegally, in the presence of the minor child and/or during such periods when they are responsible for the minor child. Further, neither parent shall be permitted to be in the presence of the minor child while under the influence of any and all illicit drugs.

The parents shall each have independent access to medical and school records pertaining to the child and shall jointly consult, when possible, with any and all professionals involved with the child.

All schools, day care providers, and counselors shall be, when possible, selected by the parties jointly. In the event that the parties cannot agree to the

1 selection of a school, the child shall be maintained in the present school  
2 pending mediation and/or further Order of the Court.

3 Each parent shall be empowered to obtain emergency health care for the child  
4 without the consent of the other parent. Each parent shall notify the other  
parent as soon as reasonably possible of any illness requiring medical  
attention, or any emergency involving the child.

5 Each parent shall have independent access to information concerning the well-  
6 being of the child, including, but not limited to, copies of report cards; school  
meeting notices; vacation schedules; class programs; requests for conferences;  
7 results of standardized or diagnostic tests; notice of activities involving the  
child; samples of school work; order forms for school pictures; and all  
communications from health care providers.

8 Each parent shall have independent access to all information concerning  
9 school, athletic, church, and social events in which the child participates. Both  
parents may participate in activities for the child, such as open house,  
10 attendance at an athletic event, etc.

11 Each parent shall provide the other parent with the address and telephone  
12 number at which the minor child resides, and shall notify the other parent  
within five days prior to any change of address and provide the telephone  
number as soon as it is assigned.

13 Each parent shall provide the other parent with a travel itinerary and, whenever  
14 reasonably possible, telephone numbers at which the child can be reached  
whenever the child will be away from the parent's home for any period in  
15 excess of three days.

16 Each parent shall be entitled to reasonable telephone communication with the  
17 child. Each parent is restrained from unreasonably interfering with the child's  
right to privacy during such telephone conversations.

18 2. *Physical Custody.* The parties recognize that physical custody addresses  
19 the residential arrangements and specific periods of parental responsibilities for the  
20 child. Tara shall be awarded primary physical custody of the minor child with the  
21 agreement that Nicole shall be afforded teenage discretion to determine the extent of  
22 visitation she would like to have with Alex.

### 23 CHILD SUPPORT

24 1. *Child Support.* Child support shall be established pursuant to NRS  
25 125B.070 and NRS 125B.080. Based on Alex's representation that his  
26 gross monthly income is \$6,666, his child support shall be set at  
27 the presumptive maximum amount of \$819 per month and shall  
28

1 continue until such time as the child reaches the age of eighteen years, or nineteen if  
2 still in high school, marries, dies or otherwise becomes emancipated.

3 Child support shall be paid directly to Tara, and must be paid on the 1<sup>st</sup> day of  
4 every month, commencing on November 19, 2015.

5 2. **Medical Insurance for Minor Child.** Alex shall continue to provide  
6 medical insurance for the minor child so long as it is reasonable in cost.

7 3. **Medical Insurance Arrears for the Minor Child.** Pursuant to the *Order*  
8 *From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to  
9 provide medical insurance for the minor child as of November 1, 2015; however, Tara  
10 agrees that his obligation shall commence as of December 1, 2015. Alex did not  
11 make any payments towards the child's medical insurance premiums which has  
12 resulted in a principal arrearage of \$1,963.50, with interest and penalties, he owes  
13 \$2,136.27 as of January 10, 2017.<sup>1</sup>

14 4. **Unreimbursed Medical Expenses for Minor Child.** With regard to the  
15 payment of future unreimbursed medical expenses incurred on behalf of the minor  
16 child, not including medical insurance premiums, the parties shall adhere to the  
17 court's standard Medical and Health Sharing Policy ("30/30 Rule"), the terms of  
18 which are as follows:

19 1. **Documentation of Out-Of-Pocket Expenses Required**

20 A parent who incurs an out of pocket expense for the child's medical, dental  
21 and health expenses (hereinafter referred to as "health expenses") is required  
22 to document that expense and provide proof of payment of that expense. A  
receipt from the health care provider is sufficient to prove the expense so long  
as it has the name of the child on it and shows an actual payment by the parent.

23 2. **Proof of Payment Required**

24 A parent who has paid a health expense for the child must provide a copy of  
25 the proof of payment to the other parent and the insurance company within 30  
26 days of the payment being made and in no event later than the expense could  
have been submitted to the insurance company for reimbursement. The failure  
of a parent to comply with this provision in a timely manner, which causes the  
claim for insurance reimbursement to be denied by the insurance company as  
untimely, may result in that parent being required to pay the entire amount

27  
28 <sup>1</sup> See Exhibit 1 MLAW Arrearage Calculation Summary detailing medical insurance arrears,  
dated January 10, 2017.

1 which would have been paid by the insurance company, as well as one-half of  
2 the expense which would not have been paid by insurance if the claim had  
been timely filed.

3 **3. Mitigation of Health Expenses Required: Use of Covered Insurance**  
4 **Providers**

5 Parents have a duty to mitigate medical expenses for the child. Absent  
6 compelling circumstances, a parent should take the child to a health care  
7 provider covered by the insurance in effect and use preferred providers if  
8 available in order to minimize the cost of the child's health care as much as  
9 possible. The burden is on the parent using a non-covered health care provider  
10 to demonstrate that the choice not to use a covered provider, or the lowest cost  
11 option, was reasonably necessary in the particular circumstances of that case.  
12 If the Court finds the choice of a non-covered or more expensive covered  
13 provider was not reasonably necessary then the Court may impose a greater  
14 portion of financial responsibility for the cost of the health care to the parent  
15 who incurred that expense, up to the full amount, which would have been  
expended in excess of the lowest cost insurance choice.

16 **4. Sharing of Insurance Information Required**

17 The parent providing insurance coverage for the children has a continuing  
18 obligation to provide insurance information that is not publically available  
19 including, but not limited to, copies of policies and changes thereto as they are  
20 received, claim forms, preferred provider lists initially, and as they change  
21 from time to time, and identification cards. The failure of the insuring parent  
22 to timely supply any of the above items that are not publically available to the  
23 other parent which results in the claim for treatment being denied by the  
24 insurance company in whole or in part may result in the amount which would  
25 have been paid by the insurance policy being paid by the insuring parent.

26 **5. Reimbursement for Out-Of-Pocket Expenses**

27 A parent who receives a written request for contribution for an out-of-pocket  
28 health care expense incurred by the other parent must pay his or her share of  
that out-of-pocket expense to the paying parent within 30 days of receipt of the  
written request for contribution. As much informal documentation as possible  
shall be provided, such as handwritten notes with copies of the bills and proof  
of payment attached. The requesting parent should make a copy of all papers  
submitted to the other parent in order to prove communication of this  
information to the other parent and substantiation for the request. The parent  
receiving the request for contribution must raise any questions about the  
correctness of the request for contribution within the 30 day period after the  
request for contribution is received. Any objection to the request for  
contribution must be made in writing, by way of letter or e-mail, with a copy  
made for later reference by the court. If the parent receiving a request for  
contribution does not respond to the request within the 30 day period that  
parent may be assessed attorney's fees if a contempt proceeding or court action  
is required as a result of the parent doing nothing. If the parent who owes  
contribution for a health care expense of the child does not pay the amount due  
within the 30 day period and fails to respond to the request within the 30 days  
and if that parent is the recipient of periodic payments for child support, the  
requesting parent is authorized to deduct the amount due from the other parent  
from any periodic payments due and payable 30 days after the request for  
contribution was made in writing subject to the limitation that the maximum  
recovery by deduction from monthly periodic payments will be no more than  
\$50.00 per month.

1           **6. Sharing Insurance Reimbursement**

2           If either parent receives a payment from an insurance company or medical  
3           provider which reimburses payments made out-of-pocket previously by both  
4           parents or the other parent only, the party receiving the payment must give the  
5           other parent's portion of the payment to the other parent within 14 days of  
6           receipt of the payment.

7           **7. Timely Submission of Claims to Insurance Company**

8           If a claim for reimbursement by the insurance company may be made by either  
9           party, the claim must be made in a timely manner. If the claim may only be  
10          submitted by one party, that party must submit the claim in a timely manner.  
11          Failure of a party to comply with this requirement may result in that party  
12          being required to pay the entire amount of the claim which would have been  
13          paid by insurance if timely submitted and one-half of that amount which would  
14          not have been paid by insurance.

15                           **MISCELLANEOUS CHILD PROVISIONS**

16           1.    ***Extracurricular Activities.*** The parties shall equally share all agreed  
17           upon expenses associated with any extracurricular activities for Nicole.

18           2.    ***Removing the Child From the State of Residence of the Parent.***  
19           Neither parent shall remove the child from the State of Nevada, for the purpose of  
20           changing her residence, without the written consent of both parents or until further  
21           Order of the Court. However, this does not preclude the child from visitation out of  
22           the state or country with either parent if it is desired, or from participating in out-of-  
23           state day or weekend trips, or out-of-state family activities during visitation or  
24           vacation.

25           3.    ***Child Dependency Exemption.*** For purposes of filing annual income  
26           tax returns, and in recognition of the fact that Tara has primary physical custody of  
27           Nicole, Tara shall claim Nicole every tax year during her minority so long as such  
28           exemptions/deductions are allowed by the Internal Revenue Service.

29           4.    ***Communications Between Parents.*** The parents shall communicate  
30           with each other by any means, including telephone, text message, letter, or e-mail;  
31           however, all communications shall be done in a respectful manner.

32           5.    ***Grandparents and Extended Family.*** Each parent agrees that they shall  
33           provide the child with access to the grandparents and extended family on his/her own

1 side of the family as the parent decides is in the child's best interest during his/her  
2 parenting time. The parents will cooperate to help the child attend special events with  
3 grandparents and extended family by making reasonable requests of each other,  
4 considering the school situation, and their best interest and needs.

5 6. ***Changes to Decree of Divorce.*** The terms and conditions relating to  
6 custody set forth in this *Decree* may be supplemented or revised as the needs of the  
7 child and/or circumstances of the parents change. Such revisions shall be in writing,  
8 signed and dated by both parents; however the parties understand that any concurred  
9 changes do not modify this *Order*. Absent a subsequent Stipulation and Order, or a  
10 modifying Court Order, this *Decree* shall remain in full force and effect, and the  
11 parents are encouraged to resolve the controversy themselves or seek mediation prior  
12 to any future hearings.

#### 13 14 **DIVISION OF COMMUNITY ASSETS AND DEBTS**

15 1. There is no community property to be divided between the parties with  
16 the exception of Alex's interest in his law practice. His share of the law practice shall  
17 remain community property. Should Alex be paid for any portion of his share of his  
18 law practice, one-half of the amount he receives will be payable to Tara, representing  
19 her one-half interest of his law practice which was started during the marriage.

20 2. All other property acquired after May 18, 2016, shall be the sole and  
21 separate property of the party so acquiring the same unless the parties mutually agree  
22 otherwise in writing.

23 3. All debt incurred prior to the entry of the *Decree of Divorce* shall be  
24 solely borne by Alex, including any personal loans obtained by Tara, and all of her  
25 medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify  
26 Tara against any and all actions by any creditors of such debts.

27 4. Any debts incurred by the parties after the filing of this *Decree of*  
28 *Divorce* shall be the sole responsibility of the party incurring the debt.



## POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of \$2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the \$819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is \$10,000, he shall provide Tara with a family support payment of \$5,000; in the event Alex's gross monthly income is \$4,000, he shall provide Tara with the minimum family support payment of \$2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of \$2,500 per month. As examples only, if Tara's gross monthly income is \$2,000, and Alex's is \$10,000, Alex shall provide Tara with a family support payment of \$4,000; in the event Tara's gross monthly income is \$4,000, and Alex's is \$8,000, Alex shall provide Tara with the minimum family support payment of \$2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.

1           5.     When the minor child turns 18 years of age, Alex's family support  
2 obligation shall continue in the minimum amount of \$2,500, or the greater amount of  
3 one-half of the difference between the parties' incomes and shall not be reduced to  
4 account for the termination of child support.

5           6.     For purposes of determining Alex's gross monthly income, he shall  
6 provide Tara, at minimum, his personal and business tax returns every year. If it is  
7 determined that Alex provided Tara with less than what he was otherwise required  
8 to pay after reviewing his tax returns, he shall immediately make up any such  
9 difference and provide Tara with adequate payment.

10          7.     Should a dispute arise concerning the calculation of Alex's gross  
11 monthly income, this Court specifically reserves jurisdiction to address such a dispute  
12 in the future and issue any and all orders necessary to enforce the terms of the parties'  
13 agreement.

14  
15                                   **MISCELLANEOUS PROVISIONS**

16          1.     ***Taxes.*** The parties shall file separate tax returns for the 2016 tax year  
17 and every year thereafter. Any tax liability incurred prior to the 2016 tax year, shall  
18 be solely borne by Alex.

19          2.     ***Family Support Arrears.*** Pursuant to the *Order From Hearing of*  
20 *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with  
21 the sum of \$2,200 per month as and for family support commencing on November 1,  
22 2015; however, Tara agrees that his obligation shall commence as of December 1,  
23 2015. Alex has made sporadic payments towards that obligation which has resulted  
24 in an arrearage, as of January 10, 2017, Alex owed the principal sum of \$2,870, with  
25 interest and penalties, he owes \$3,425.18.<sup>2</sup> This amount shall be reduced to judgment  
26 and made collectible by any and all lawful means.

27  
28                   <sup>2</sup> See Exhibit 2, MLAW Arrearage Calculation Summary detailing family support arrears,  
dated January 10, 2017.

1           3.     *Medical Insurance Arrears.* Pursuant to the *Order From Hearing of*  
2 *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical  
3 insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation  
4 shall commence as of December 1, 2015. Alex did not make any payments towards  
5 her medical insurance premiums which has resulted in a principal arrearage of  
6 \$4,097.10; with interest, he owes \$4,225.15 as of January 10, 2017.<sup>3</sup>

7           4.     Tara shall return to her former name of Tara Kellogg.

8           5.     If either party is required to go to court to enforce the terms of this  
9 *Decree*, or if there is a dispute between the parties relating to the terms of this *Decree*,  
10 the prevailing party shall be entitled to an award of reasonable attorney's fees and  
11 costs.

12           6.     Both parties shall execute any and all escrow, document transfers of title,  
13 and other instruments that may be required in order to effectuate transfer of any and  
14 all interests which either may have in and to the property of the other as specified  
15 herein, and to do any other act or sign any other documents reasonably necessary and  
16 proper for the consummation, effectuation, or implementation of this *Decree* and its  
17 intent and purposes. Should either party fail to execute any documents to transfer  
18 interest to the other, either party may request that this Court have the Clerk of the  
19 Court sign in place of the other in accordance with NRCP 70.

20           7.     All community property which is not listed herein shall be owned by the  
21 parties as equal co-tenants, subject to future partition upon discovery. Specifically,  
22 the parties certify that they have made a full disclosure of all property, or interest in  
23 property, owned by them. The parties further certify that the assets listed in this  
24 *Decree* are all of the assets acquired during the marriage, and they have not secreted  
25 or hidden any assets; in the event that any property has been omitted from this *Decree*  
26 that would have been community property or otherwise jointly-held property under

27  
28           <sup>3</sup> See Exhibit 3 MLAW Arrearage Calculation Summary detailing medical insurance arrears,  
dated January 10, 2017.

1 the law applicable as of the date of this *Decree*, the concealing or possessory party  
2 will transfer or convey to the other party, at the other party's election:

- 3 a. The full market value of the other party's interest on the date of this  
4 agreement, plus statutory interest through and including the date of  
5 transfer or conveyance; or  
6 b. The full market value of the other party's interest at the time that party  
7 discovers that he or she has an interest in such property, plus statutory  
8 interest in such property, plus statutory interest through and including  
9 the date of transfer or conveyance; or  
10 c. An amount of the omitted property equal to the other party's interest  
11 therein, if it is reasonably susceptible to division.

12 With respect to the above paragraph, each party specifically waives any and all  
13 limitation periods for the bringing of an action to partition such undisclosed asset(s).  
14 Nothing contained herein shall alter the sole and absolute ownership of pre-marital  
15 property to which there has been no community contribution.

16 8. Except as herein specified, each party hereto is hereby released and  
17 absolved from any and all obligations and liabilities for the future acts and duties of  
18 the other.

19 9. Each party shall assume, pay, be responsible for, and hold the other  
20 harmless from, any and all encumbrances, loans, mortgages, liens or obligations  
21 secured by or made against the property awarded to that party under this *Decree*, and  
22 each party shall assume, pay, be responsible for, and hold the other harmless from,  
23 any and all loans, debts, and obligations in his or her sole name as of the date this  
24 *Decree* is filed.

25 10. If any claim, action, or proceeding is brought seeking to hold one party  
26 liable on account of any debt, obligation, liability, act, or omission assumed by the  
27 other party, the assuming party will, at his or her sole expense, defend the other  
28

1 against any such claim or demand and will indemnify, defend, and hold harmless the  
2 non-assuming party.

3 11. Except as may be provided for herein, and except as may be provided by  
4 Will or Codicil voluntarily executed after this date, each of the parties releases and  
5 waives any and all right to the estate of the other left at his or her death, and forever  
6 quitclaims any and all right to share in the estate of the other, by the laws of  
7 succession or community, and said parties hereby release one to the other all right to  
8 be administrator or administratrix, or executor or executrix, of the estate of the other,  
9 and each party hereby waives any and all right to the estate or any interest in the  
10 estate of the other for family allowance or property exempt from execution, or by way  
11 of inheritance, and said waiver shall be effective from the date of this *Decree*.

12 12. Other than expressly set forth in this *Decree of Divorce*, the parties agree  
13 that they forever waive, release, and discharge the other from any rights, claims,  
14 demands, causes of action, and damages of any kind, known or unknown, now  
15 existing or arising in the future, resulting from or relating to any personal injuries,  
16 properties, damages, events, conduct, happenings or actions arising at the time of or  
17 prior to the date of this *Decree of Divorce*, including actions arising under contract  
18 or tort theories, whether arising from or during the marriage or divorce of the parties,  
19 or prior to the marriage of the parties.

20 This waiver, release and discharge is an integral part of this *Decree of Divorce*  
21 and may not be modified.

22 13. This stipulated *Decree of Divorce* is the full and final agreement between  
23 the parties. Accordingly, all prior negotiations and agreements between the parties  
24 are incorporated in this *Decree of Divorce*. The terms of this *Decree of Divorce* are  
25 intended by the parties as a final, complete, and exclusive expression of their  
26 agreement, and may not be contradicted by evidence of any prior agreement or  
27 alleged contemporaneous oral agreement. The terms of this *Decree of Divorce* may  
28

1 not be amended, modified, or altered except through written agreement signed by  
2 both parties, or by an appropriate order of the Court.

3 14. In the event that any provision of this *Decree of Divorce* shall be held  
4 to be invalid or unenforceable, such ruling shall not affect the validity or  
5 enforceability of the remainder of the *Decree of Divorce* in any respect whatsoever.

6 15. This Court shall reserve jurisdiction over this matter as necessary to  
7 enforce any and all of its orders. All terms recited above dealing with property, debts,  
8 and alimony are parts of an integrated domestic support obligations order, such that  
9 frustration or non-performance of any terms (by bankruptcy or otherwise) that  
10 materially affects the others, which would not have been set forth as they were but for  
11 the expectation of performance of all stated terms. This Court reserves jurisdiction  
12 to enter such further or other orders as necessary to enforce or effectuate any and all  
13 provisions set out herein, including by way of compensatory alimony, or  
14 recharacterization or reallocation of property or debts so as to effectuate the terms of  
15 this *Decree*.

16 16. The parties each acknowledge that he or she has had the opportunity to  
17 independently obtain the information necessary to determine the nature, extent, and  
18 valuation of the community and jointly owned property set forth herein, and the  
19 community and joint debts and obligations set forth herein. The parties each further  
20 acknowledge that he or she has independently valued such community and jointly  
21 owned property, debt and obligations, and he or she has not relied upon any  
22 representations made by his or her counsel, or the other party's counsel. Specifically,  
23 neither party has relied upon any representations made by Marshal S. Willick, Esq.  
24 and Trevor M. Creel, Esq., of the WILICK LAW GROUP as to the extent, nature or  
25 valuation of such property, debt and obligation, or with respect to the division of the  
26 same.

27 17. The parties shall submit the information required in NRS 125B.055,  
28 NRS 125.130 and NRS 125.230, on a separate form to the Court and the Welfare

1 Division of the Department of Human Resources within ten days from the date of this  
2 Decree is filed. Such information shall be maintained by the Clerk in a confidential  
3 manner and not part of the public record. The parties shall update the information  
4 filed with the Court and the Welfare Division of the Department of Human Resources  
5 within ten days should any of that information become inaccurate.

### 6 7 CHILD CUSTODY NOTICES

8 1. NOTICE IS HEREBY GIVEN that the parties are subject to the  
9 provisions of NRS 125C.0065, which provides:

10 1. If joint physical custody has been established pursuant to an order,  
11 judgment or decree of a court and one parent intends to relocate his or  
12 her residence to a place outside of this State or to a place within this  
13 State that is at such a distance that would substantially impair the ability  
of the other parent to maintain a meaningful relationship with the child,  
and the relocating parent desires to take the child with him or her, the  
relocating parent shall, before relocating:

- 14 (a) Attempt to obtain the written consent of the non-relocating  
parent to relocate with the child; and  
15 (b) If the non-relocating parent refuses to give that consent, petition  
16 the court for primary physical custody for the purpose of  
relocating.

17 2. The court may award reasonable attorney's fees and costs to the  
18 relocating parent if the court finds that the non-relocating parent  
refused to consent to the relocating parent's relocation with the child:

- 19 (a) Without having reasonable grounds for such refusal; or  
20 (b) For the purpose of harassing the relocating parent.

21 3. A parent who relocates with a child pursuant to this section before the  
22 court enters an order granting the parent primary physical custody of  
the child and permission to relocate with the child is subject to the  
23 provisions of NRS 200.359.

24 2. NOTICE IS FURTHER GIVEN that a parent who relocates with the  
25 minor child after entry of an order, judgment, or decree without obtaining permission  
is subject to NRS 125C.0045(6), which provides:

26 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
27 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF  
28 THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS  
PROVIDED IN NRS 193.130. NRS 200.359 provides that every person

1 having a limited right of custody to a child or any parent having no right of  
2 custody to the child who willfully detains, conceals or removes the child from  
3 a parent, guardian or other person having lawful custody or a right of visitation  
4 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.

5 3. NOTICE IS FURTHER GIVEN that pursuant to NRS 125C.0045(7)  
6 and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th  
7 Session of the Hague Conference on Private International Law are applicable to the  
8 parties. Nevada is hereby declared the State, and the United States of America is  
9 hereby declared the country, of habitual residence of the child(ren) for the purposes  
10 of applying the terms of the Hague Convention as set forth above.

11 4. NOTICE IS FURTHER GIVEN that under the terms of the Parental  
12 Kidnaping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody  
13 Jurisdiction Act, NRS 125A.010, *et seq.*, the courts of Nevada have exclusive  
14 modification jurisdiction of the custody and visitation terms relating to the child(ren)  
15 at issue in this case so long as either of the parties or the child(ren) continue to reside  
16 in this jurisdiction.

### 17 CHILD SUPPORT NOTICES

#### 18 **FURTHER NOTICE IS HEREBY GIVEN:**

19 1. The parent having the child support obligation is subject to NRS 125.450  
20 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding  
21 or assignment of wages, commissions or bonuses for payment of child support,  
22 whether current or delinquent.

23 2. Pursuant to NRS 125B.145, either party may request that the Court  
24 review the child support obligation every three years or upon changed circumstances.  
25

26 \*\*\*\*\*

27 \*\*\*\*\*

28 \*\*\*\*\*



IT IS SO ORDERED this 30 day of January, 2017.

  
DISTRICT COURT JUDGE

Respectfully Submitted By:  
WILICK LAW GROUP

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**EXHIBIT "1"**

**EXHIBIT "1"**

**EXHIBIT "1"**

# Arrearage Calculation Summary

**Kellogg v. Ghlbaudo**

Page: 1

Report Date: 01/06/2017

## Summary of Amounts Due

Total Principal Due 01/10/2017:	\$1,963.50
Total Interest Due 01/10/2017:	\$61.36
Total Penalty Due 01/10/2017:	\$111.41
Amount Due If paid on 01/10/2017:	\$2,136.27
Amount Due If paid on 01/11/2017:	\$2,137.12
Daily Amount accruing as of 01/11/2017:	\$0.84

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
01/10/2017	0.00	01/10/2017	0.00	1,963.50	61.36
Totals	1,963.50		0.00	1,963.50	61.36

\* Indicates a payment due is designated as child support.

# Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*140.25	0.00	0.00
01/01/2016	*140.25	140.25	1.19
02/01/2016	*140.25	280.50	3.57
03/01/2016	*140.25	420.75	6.90
04/01/2016	*140.25	561.00	11.65
05/01/2016	*140.25	701.25	17.40
06/01/2016	*140.25	841.50	24.53
07/01/2016	*140.25	981.75	32.57
08/01/2016	*140.25	1,122.00	42.08
09/01/2016	*140.25	1,262.25	52.77
10/01/2016	*140.25	1,402.50	64.27
11/01/2016	*140.25	1,542.75	77.33
12/01/2016	*140.25	1,683.00	91.13
01/01/2017	*140.25	1,823.25	106.57
01/10/2017	0.00	1,963.50	111.41
Totals	1,963.50	1,963.50	111.41

\* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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**EXHIBIT “2”**

**EXHIBIT “2”**

**EXHIBIT “2”**

# Arrearage Calculation Summary

**Kellogg v. Ghlbaudo**

Page: 1

Report Date: 01/06/2017

## Summary of Amounts Due

Total Principal Due 01/10/2017:	\$2,870.00
Total Interest Due 01/10/2017:	\$196.81
Total Penalty Due 01/10/2017:	\$358.36
Amount Due If paid on 01/10/2017:	\$3,425.18
Amount Due If paid on 01/11/2017:	\$3,426.41
Daily Amount accruing as of 01/11/2017:	\$1.23

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
01/10/2017	0.00	01/10/2017	0.00	2,870.00	196.81
Totals	11,000.00		8,130.00	2,870.00	196.81

\* Indicates a payment due is designated as child support.

Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*2,200.00	0.00	0.00
01/01/2016	*2,200.00	2,200.00	18.68
02/01/2016	*2,200.00	6,340.00	55.95
02/12/2016	0.00	5,640.00	75.01
02/17/2016	0.00	5,340.00	82.71
02/26/2016	0.00	3,540.00	95.84
02/27/2016	0.00	2,890.00	96.81
03/04/2016	*2,200.00	4,440.00	103.35
03/11/2016	0.00	3,790.00	111.84
03/18/2016	0.00	3,140.00	119.09
03/25/2016	0.00	2,480.00	125.10
04/02/2016	*2,200.00	4,120.00	131.12
04/13/2016	0.00	3,570.00	143.50
04/16/2016	0.00	3,470.00	146.43
04/22/2016	0.00	2,870.00	152.12
07/01/2016	0.00	2,870.00	207.01
01/01/2017	0.00	2,870.00	351.29
01/10/2017	0.00	2,870.00	358.37
Totals	11,000.00	2,870.00	358.37

\* Indicates a payment due is designated as child support.



Notes:

Payments are applied to oldest unpaid balance.  
 Interest and penalties are calculated using number of days past due.  
 Payments apply to principal amounts only.  
 Interest is not compounded, but accrued only.  
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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**EXHIBIT “3”**

**EXHIBIT “3”**

**EXHIBIT “3”**

# Arrearage Calculation Summary

**Kellogg v. Ghlbaudo**

Page: 1

Report Date: 01/06/2017

## Summary of Amounts Due

Total Principal Due 01/10/2017:	\$4,097.10
Total Interest Due 01/10/2017:	\$128.05
Total Penalty Due 01/10/2017:	\$0.00
Amount Due If paid on 01/10/2017:	\$4,225.15
Amount Due If paid on 01/11/2017:	\$4,225.79
Daily Amount accruing as of 01/11/2017:	\$0.64

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
01/10/2017	0.00	01/10/2017	0.00	4,097.10	128.05
Totals	4,097.10		0.00	4,097.10	128.05

\* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

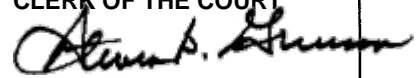
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email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG,  
Plaintiff,

vs.

ALEX GHIBAUDO,  
Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: T

DATE OF HEARING: 07/25/17  
TIME OF HEARING: 10:00 Am

ORAL ARGUMENT

Yes X No     

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

**MOTION FOR SANCTIONS; FOR AN ORDER TO SHOW CAUSE AS  
TO WHY ALEX GHIBAUDO SHOULD NOT BE HELD IN  
CONTEMPT; FOR JOINDER OF ALEX'S BUSINESS INTERESTS;  
AND FOR ATTORNEY'S FEES AND COSTS**

**I. INTRODUCTION**

Although we have done our very best to resolve the issues in dispute without the necessity of Court intervention pursuant to EDCR 5.501, Alex continues to disobey the clear orders of this Court, and has refused to provide any documentation

1 establishing his income for the 2016 tax year so as to determine his actual family  
2 support obligation in accordance with the *Decree of Divorce*.

3 Alex has also failed to pay a penny towards the minor child's health insurance  
4 premiums, for any of her unreimbursed medical expenses, he continues to violate the  
5 *Mutual No Contact Order* issued by this Court, and he has threatened us, in no  
6 uncertain terms, to "try" to collect monies owed to Tara. This state of affairs is  
7 simply intolerable and we request this Court's assistance in enforcing its orders.

8  
9 **NOTICE OF MOTION**

10 TO: ALEX GHIBAUDO, Defendant; and

11 TO: ERIC ROY, ESQ., Unbundled Attorney for Defendant.

12 **PLEASE TAKE NOTICE** that the foregoing *Motion* will be heard at the  
13 Eighth Judicial District Court, Family Division, 601 N. Pecos Road, Las Vegas,  
14 Nevada 89101-2408, on the 25 day of July, 2017, at 10:00  
15 a.m./~~p.m.~~, or as soon thereafter as counsel may be heard in Department T of said  
16 Court.

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## POINTS AND AUTHORITIES

### II. STATEMENT OF FACTS

The parties were married in Las Vegas, Nevada on December 30, 2001, and have one minor child, Nicole Ghibaud, born May 17, 2001.

The parties participated in a settlement conference on May 18, 2016. They reached an agreement at that time and the terms of that agreement were placed on the record.

After being retained in September, 2016, we immediately contacted Alex and attempted to finalize the terms of the impending *Decree of Separate Maintenance* or *Decree of Divorce*. Ultimately, Alex refused to execute our proposed *Decree of Divorce*, which necessitated the filing of a *Motion* for its entry.

That *Motion* was initially heard on an *Order Shortening Time* on November 30, 2016, wherein the Court requested that we submit a *Reply* and *Opposition* to Alex's purported *Countermotion*. The Court also issued a *Mutual No Contact Order* pursuant to the stipulation of the parties. We submitted a detailed *Reply* on December 12, 2016.

We subsequently prepared an *Order* from the November 30, 2016, hearing and provided it to Alex for his review and consideration. He never responded, resulting in our direct submission of the *Order* that was ultimately filed with the Court on January 27, 2017.

The parties last appeared before the Court on January 10, 2017, wherein the Court granted Tara's request for entry of her proposed *Decree of Divorce* with the understanding that the Court was denying her request to utilize an accountant to review Alex's books and records relating to his law firm at that time.<sup>1</sup> It also granted

---

<sup>1</sup> However, the *Decree* provided (at 10, lines 10-13),

Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.



1 Tara's request to reduce Alex's temporary family support and medical insurance  
2 arrears for Tara and the minor child to judgment, and provided a methodology for  
3 determining an award of attorney's fees and costs to Tara. Specifically, the Court  
4 ordered:

5 the following arrears owed by Alex shall be reduced to judgment and made  
6 collectible by any and all lawful means:

- 7 a. Medical insurance arrears for the minor child totaling \$2,136.27,  
8 with interest and penalties, as of January 10, 2017;  
9 b. Family support arrears totaling \$3,425.18, with interest and  
10 penalties, as of January 10, 2017; and  
11 c. Medical insurance arrears for Tara totaling \$4,225.15, with  
12 interest, as of January 10, 2017.

13 ...

14 6. Tara's request for attorney's fees shall be taken under  
15 advisement.

16 7. Tara's Counsel shall prepare a *Memorandum of Attorney's Fees*  
17 and *Costs*, as well as a separate *Order for Attorney's Fees* for the Court's  
18 consideration.

19 8. Alex shall have 10 days to file an opposition to Tara's  
20 *Memorandum of Fees and Costs*.

21 The Court denied Alex's request to set aside the parties' settlement entered into  
22 on May 18, 2016, and denied his frivolous request for sanctions against Tara and/or  
23 her Counsel.

24 A proposed *Decree of Divorce* was then submitted to the Court on January 12,  
25 2017, along with a cover letter detailing all of the modifications to the original  
26 *Decree* attached as Exhibit 2 to Tara's *Motion for Entry of Decree of Divorce, etc.*,  
27 filed on November 15, 2016.

28 In accordance with the Court's instructions, Tara filed a *Memorandum of Fees*  
and *Costs* on January 18, 2017.

The *Decree of Divorce* was signed and ultimately entered on February 1, 2017.

The day after, Alex sent correspondence to the Court claiming that the *Decree*  
of *Divorce* is "ambiguous" with regard to the determination of his gross monthly

1 income, while referencing his *Objection* to Tara's *Memorandum of Fees and Costs*  
2 filed at 1:11 a.m. that morning. We noted in our *Reply* to Alex's *Objection* the  
3 absurdity of his "concerns" regarding money in his Firm's accounts, and its potential  
4 characterization as gross monthly income in light of his previously ***vehement***  
5 ***objection*** to the use of an accountant to review his books and records to actually  
6 make an independent determination of his gross monthly income. In all reality, Alex  
7 tacitly admitted that our specific request for a forensic accountant – someone ***who is***  
8 ***qualified*** – to review his business books and records was the best method for  
9 calculating his gross monthly income and resolving these types of questions.<sup>2</sup>

10 Shortly after the January 10<sup>th</sup> hearing, we also prepared and sent off a copy of  
11 that proposed *Order* to Alex for his review and consideration. He never responded.  
12 We then directly submitted that *Order* to the Court for its signature, and the same was  
13 entered on February 17, 2017.

14 The *Decree of Divorce* provided, in relevant part,

15 2. ***Medical Insurance for Minor Child.*** Alex shall continue to  
16 provide medical insurance for the minor child so long as it is reasonable in  
cost.

17 3. ***Medical Insurance Arrears for the Minor Child.*** Pursuant to  
18 the Order From Hearing of November 19, 2015, filed February 3, 2016, Alex  
19 was ordered to provide medical insurance for the minor child as of November  
20 1, 2015; however, Tara agrees that his obligation shall commence as of  
December 1, 2015. Alex did not make any payments towards the child's  
medical insurance premiums which has resulted in a principal arrearage of  
\$1,963.50, with interest and penalties, he owes \$2,136.27 as of January 10,  
2017.

21 4. ***Unreimbursed Medical Expenses for Minor Child.*** With regard  
22 to the payment of future unreimbursed medical expenses incurred on behalf of  
the minor child, not including medical insurance premiums, the parties shall  
23

24  
25 <sup>2</sup> Although the definition of gross monthly income contained within the *Decree of Divorce*  
26 is not "ambiguous", its application to Alex's business operations will require the services of an  
27 accountant and further clarification by this Court given Alex's abject refusal to stipulate to the use  
28 of a qualified professional to review his books, or actually provide ***any*** financial information.  
Otherwise, Alex will continue reporting that he's "making no money." Apparently, Alex simply  
wants us to "believe" his representations of his income without any proof or verification.

1 adhere to the court's standard Medical and Health Sharing Policy ("30/30  
2 Rule")<sup>3</sup>

3 . . .

4 3. All debt incurred prior to the entry of the *Decree of Divorce* shall  
5 be solely borne by Alex, including any personal loans obtained by Tara, and  
6 all of her medical bills. He shall hold Tara harmless therefrom. In addition,  
7 he shall indemnify Tara against any and all actions by any creditors of such  
8 debts.<sup>4</sup>

9 . . .

### 10 POST-DIVORCE FAMILY SUPPORT

11 1. In exchange for waiving any claim that she might have otherwise  
12 made concerning Alex's dissipation of marital assets, Alex shall provide Tara  
13 with family support in the minimum amount of \$2,500 per month for a period  
14 of 15 years, or 50% of Alex's gross monthly income, whichever amount is  
15 greater. This amount includes the \$819 in child support outlined above. Tara  
16 shall also receive 50% of any bonuses Alex may receive at his place of  
17 employment. As examples only, if Alex's gross monthly income is \$10,000,  
18 he shall provide Tara with a family support payment of \$5,000; in the event  
19 Alex's gross monthly income is \$4,000, he shall provide Tara with the  
20 minimum family support payment of \$2,500, as that amount is greater than  
21 50% of Alex's gross monthly income.

22 2. Alex's support obligation shall commence on May 1, 2016, and  
23 shall continue until such time as either one of the parties dies, or upon Tara's  
24 remarriage.

25 3. Upon Tara obtaining full-time employment (more than 32 hours  
26 per week), the monthly support payment that Alex is required to pay may be  
27 re-calculated to an amount of no less than 50% of the difference between the  
28 parties' gross monthly income. Regardless of the difference, Tara shall receive  
the minimum sum of \$2,500 per month. As examples only, if Tara's gross  
monthly income is \$2,000, and Alex's is \$10,000, Alex shall provide Tara with  
a family support payment of \$4,000; in the event Tara's gross monthly income  
is \$4,000, and Alex's is \$8,000, Alex shall provide Tara with the minimum  
family support payment of \$2,500, as that amount is greater than 50% of the  
difference between the parties' incomes.

4. Gross monthly income means the total amount of income  
received each month from any source of a person who is not self-employed, or  
the gross income of a self-employed person, after deduction of all legitimate  
business expenses, but without deduction for personal income taxes,

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<sup>3</sup> Page 5, lines 5-17.

<sup>4</sup> Page 8, lines 23-26.

1 contributions for retirement benefits, contributions to a pension, contributions  
2 to a deferred compensation account, or for any other personal expense.<sup>5</sup>

3 5. When the minor child turns 18 years of age, Alex's family  
4 support obligation shall continue in the minimum amount of \$2,500, or the  
greater amount of one-half of the difference between the parties' incomes and  
shall not be reduced to account for the termination of child support.

5 6. For purposes of determining Alex's gross monthly income, he  
6 shall provide Tara, at minimum, his personal and business tax returns every  
7 year. If it is determined that Alex provided Tara with less than what he was  
otherwise required to pay after reviewing his tax returns, he shall immediately  
make up any such difference and provide Tara with adequate payment.

8 7. Should a dispute arise concerning the calculation of Alex's gross  
9 monthly income, this Court specifically reserves jurisdiction to address such  
a dispute in the future and issue any and all orders necessary to enforce the  
terms of the parties' agreement.<sup>6</sup>

10 ...

11 2. **Family Support Arrears.** Pursuant to the *Order From Hearing*  
12 *of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide  
13 Tara with the sum of \$2,200 per month as and for family support commencing  
14 on November 1, 2015; however, Tara agrees that his obligation shall  
commence as of December 1, 2015. Alex has made sporadic payments  
towards that obligation which has resulted in an arrearage, as of January  
10, 2017, Alex owed the principal sum of \$2,870, with interest and penalties,  
15 he owes \$3,425.18. This amount shall be reduced to judgment and made  
collectible by any and all lawful means.<sup>7</sup>

16 3. **Medical Insurance Arrears.** Pursuant to the *Order From*  
17 *Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to  
18 provide medical insurance for Tara as of November 1, 2015; however, Tara  
19 agrees that his obligation shall commence as of December 1, 2015. Alex did  
not make any payments towards her medical insurance premiums which has  
resulted in a principal arrearage of \$4,097.10; with interest, he owes \$4,225.15  
as of January 10, 2017.<sup>8</sup>

20 Alex has failed to pay or provide for the child's medical insurance, and he has  
21 failed to provide Tara with repayment towards the child's unreimbursed medical  
22 expenses. As of June 13, 2017, Alex's medical insurance arrears total \$1,440.63,  
23

24  
25 <sup>5</sup> Page 9, lines 1-28.

26 <sup>6</sup> Page 10, lines 1-13.

27 <sup>7</sup> Page 10, lines 19-26.

28 <sup>8</sup> Page 11, lines 1-6.

1 with interest and penalties.<sup>9</sup> His principal unreimbursed medical expense arrears total  
2 \$715.50.<sup>10</sup>

3 Alex has also failed to satisfy any portion of the debt incurred during the  
4 marriage for which he was made solely responsible pursuant to the parties' agreement  
5 and the *Decree of Divorce*. Specifically, Alex owes the following amounts, most of  
6 which were incurred because of Alex's refusal to provide Tara with support during  
7 the pendency of their divorce action:

- 8 1. **Moving Expenses** = \$1,360
- 9 2. **Money Loaned by Parents for Necessary Expenses** = \$7,800 (On  
10 October 1, 2016, Joe and Donna Kellogg loaned Tara \$7,800 to satisfy  
11 some of her expenses).
- 12 3. **Additional Money Loaned by Parents for the Following Expenses:**
  - 13 (a) Money for Rent - \$19,200
  - 14 (b) Moving Expenses - \$1,360
  - 15 (c) Attorney's Fees and Costs - \$50,803.50<sup>11</sup>
- 16 4. **Money Loaned by Parents to Purchase Vehicle** = \$17,094.39 (Joe  
17 and Donna Kellogg loaned Tara \$17,094.39 for the purchase of her  
18 automobile as Tara's repeated attempts to refinance were unsuccessful  
19 as a result of Alex's filing for Chapter 13 bankruptcy).
- 20 5. **Medical Expenses** = \$6,334.30
- 21 6. **Student Loan Debt** = \$31,427
- 22 7. **Credit Report Debt** = \$5,755

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23 <sup>9</sup> See Exhibit 1, MLAW Arrearage Calculation Summary and documentation from Aetna  
24 detailing change of insurance premiums, which is also provided in the independently filed *Schedule  
of Arrears* submitted contemporaneously with this *Motion*.

25 <sup>10</sup> See Exhibit 2, copies of medical bills incurred on behalf of the child for which Alex has  
26 not reimbursed Tara. All bills have been provided to Alex either through us, or through Tara.

27 <sup>11</sup> We acknowledge the possibility that the Court may have determined that Tara already  
28 received an award of attorney's fees and costs relating to the preparation and entry of the *Decree of  
Divorce* over Alex's objection. However, these fees were incurred prior to finalization of the *Decree*  
and do constitute a marital debt for the Court's review and consideration.

1           8.     **TOTAL = \$141,134.19**<sup>12</sup>

2           On February 27, 2017, the Court issued a *Minute Order* stemming from the  
3 January 10<sup>th</sup> hearing, wherein it awarded Tara attorney's fees of \$2,000. Alex has  
4 paid nothing towards this award and has specifically gloated to us that he has taken  
5 all measures to become uncollectible after we attempted to garnish his accounts to  
6 ensure that Tara receives what she was rightfully awarded.

7           Both before and after entry of the *Decree*, Alex only made sporadic and  
8 insufficient payments towards his *minimum* family support obligation. He also failed  
9 to make sufficient payments towards his substantial arrears. As a result, we prepared  
10 and submitted a *Writ of Execution* and *Writ of Garnishment* in an effort to collect on  
11 Tara's substantial judgments.<sup>13</sup>

12           Almost immediately after being notified of the garnishment, Alex sent yet  
13 another letter to this Court, this time decrying our efforts to actually collect that to  
14 which Tara was owed, while claiming that we were attempting to garnish from his  
15 business accounts even though there was absolutely no delineation between his  
16 personal accounts and purported business accounts, as the limited account statements  
17 in our possession at that time indicated he was using his "business" accounts as his  
18 personal piggy bank. In any event, those garnishments secured a whopping total of  
19 \$110.05 from his various accounts; however, the garnishment, along with our  
20 subsequent EDCR 5.501 communication, did get Alex's attention.

21           On March 8, 2017, and in direct response to Tara requesting reimbursement for  
22 Nicole's dental expenses, his half totaling \$195.50, Alex responded by stating,  
23  
24

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25           <sup>12</sup> See Exhibit 3, documents detailing all of the marital debt incurred prior to entry of the  
26 *Decree of Divorce*; also see Tara's *Memorandum of Fees and Costs*, filed January 18, 2017.

27           <sup>13</sup> Shortly after sending out the *Writs* for enforcement, Alex's girlfriend, Elske Shipp, sent  
28 Tara incredibly nasty messages and sexually explicit photos of her having sex with Alex. This  
ultimately led to Tara applying for and receiving a TPO.

1 You will be reimbursed. From now on, I created an email account for any  
2 communication you have for me. It is bsfromtara@gmail.com. Do not call,  
text or email me anywhere else, as you are blocked.<sup>14</sup>

3 On March 25, after reviewing Tara's Facebook page, Alex sent her the  
4 following Facebook messages:

5 Move on with your life psycho.

6 Really Cliff [a friend who responded to Tara's post]? Whatever. This  
7 scumbag [Tara] torpedoed our life for alcohol and cocaine, I pay her more than  
you pay your ex-wife and she's a heroine? Ok pal.

8 From your friend and former fuck buddy Joseph Iarussi. Stalking me much  
9 psychopath?

10 Remember, the scumbag you told me you fucked?

11 Get a job, get a life, get off social media.<sup>15</sup>

12 In our correspondence, dated March 28, 2017, we detailed Alex's *minimum*  
13 family support arrearage of \$12,974.65 (assuming the minimum payment of \$2,500  
14 since May, 2016) and demanded that he satisfy at least 25% of that sum within a  
15 week of our letter, with a specific payment plan to satisfy the remainder within 90  
16 days.<sup>16</sup> We requested swift payment in light of the fact that he had recently purchased  
17 two vehicles, pays for his girlfriend and her children's cell phones, and was basically  
18 spending money on everything else but the support of his former spouse of 16 years  
and his child.

19 We also requested as part of that correspondence that Alex agree to the  
20 implementation of specific guidelines for purposes of determining his income, which  
21 would obviously avoid the necessity of a request for clarification and ultimately  
22 provide both parties with an independent analysis of his income. There would be no  
23

24  
25 <sup>14</sup> See Exhibit 4, e-mail exchange between Alex and Tara from March 7-8, 2017. Apparently  
26 Alex believes that Tara's request for reimbursement of the child's medical expenses is "BS." We  
are unsure how much more immature or childish Alex could be.

27 <sup>15</sup> See Exhibit 5, Facebook messages from Alex Ghibaud, dated March 25, 2017.

28 <sup>16</sup> See Exhibit 6, correspondence dated March 28, 2017, without enclosures.

1 further “I don’t make any money”, or “you make way more than you’re representing.”  
2 Alex rejected our proposals out of hand and never provided any offers or solutions  
3 to the accounting problem he effectively created.<sup>17</sup>

4 Approximately one week after sending our EDCR 5.501 letter, we had a  
5 telephone conversation with Alex in which he agreed, for purposes of avoiding a  
6 motion for an order to show cause, that he provide Tara with the sum of \$1,000 per  
7 week, with payment to be made every Friday by the close of business.<sup>18</sup> Literally  
8 days after those arrangements were made, Alex failed to make a timely payment. This  
9 resulted in Tara seriously considering a report to the State Bar in light of Alex’s  
10 substantial arrears. Without even referencing Alex’s name in any capacity, Tara  
11 posted a message on her Facebook page indicating that she was “feeling determined  
12 at State Bar of Nevada,” and an inspirational meme that read “Hey “Dad”, I did it  
13 without you.”

14 Upon review of Tara’s Facebook page, which is apparently a favorite pastime  
15 for Alex, he went into a confused and sordid tirade. He initially sent Tara the  
16 following messages:

17 This hateful, vindictive little person has been getting \$1000 a week

18 She spent \$54,000 to “get” me and didn’t get shit but a big fat bill from her  
19 lawyers.

---

20  
21 <sup>17</sup> He also apparently ignored our commentary concerning he and his girlfriend’s totally  
22 inappropriate and reprehensible communications with Tara. As noted in that correspondence, “You  
23 obviously cannot or will not stop communicating (or instructing others) with Tara inappropriately  
and no matter how many times you are warned, or told to just grow up and get a life, it doesn’t seem  
to matter.”

24 <sup>18</sup> It was specifically understood that Alex’s first \$2,500 would go towards his *minimum*  
25 support obligation, with the remainder being applied to the arrears that had already been reduced to  
26 judgment – since he would be paying Tara \$4,333, this meant that \$1,833 per month would be going  
27 towards his arrears, which equates to \$423 per week. This agreement did not account for Alex’s  
28 additional arrears that have undoubtedly been incurred since May 18, 2016, relating to his current  
family support obligation. In order to determine his arrears in this regard, and at a minimum, Alex  
will obviously need to provide copies of his 2016 personal and business tax returns, as well as all  
documentation supporting the numbers contained in his tax return.



1 From the world's most unstable women. Message me for more info.  
2 He followed up on April 15, 2017, and sent the following two e-mails directly to  
3 Tara,

4 MADE IN ACCORDANCE WITH EDCR 5.11<sup>19</sup>

5 Ms. Kellogg,

6 Cease & Desist from your hateful lies, embellishments, over exaggerations,  
7 and persistent harassment via social media or otherwise.

8 Take down any public posts that reference me, our divorce matter, or your  
9 closely held belief that you are not being paid enough immediately.

10 Failure to do so will result in an immediate police report, an application for a  
11 temporary protective order, a civil suit for damages, and a motion for contempt  
12 and sanctions in family.

13 This is your first and only warning. I am no longer playing games with you.  
14 Further harassment, slander, libel, and stalking will result in immediate and  
15 devastating legal action.

16 Alex Ghibaud, Esq.

17 ...

18 Ms. Kellogg,

19 Until further order from the court, because litigation is imminent, your  
20 additional \$422.00 Will be given to my girlfriend, Elske, who actually works  
21 for a living. Good job shooting yourself in the foot, again.

22 Alex<sup>20</sup>

23 As this Court is aware, the *Mutual No Contact Order* provided that absent an  
24 emergency involving the minor child, or unforeseen circumstances that could affect  
25 an exchange of the child,

26 there shall be no telephone calls, text messages, e-mails, letters, or other forms  
27 of communication of any kind from either party to the other party, directly or  
28 through agents, significant others, friends, peers, or representatives (excepting  
communications between Alex and Tara's attorneys).<sup>21</sup>

---

29 <sup>19</sup> As this Court is aware, and a fact to which we've informed Alex on several occasions,  
30 EDCR 5.11 no longer exists.

31 <sup>20</sup> See Exhibit 7, e-mails from Alex to Tara, dated April 15, 2017.

32 <sup>21</sup> Page 2, lines 1-6.

1 On April 17, 2017, the following business day after Alex's rants, we sent Alex  
2 an e-mail stating,

3 Alex,

4 You are making a serious mistake concerning your indication that you will not  
5 be paying \$1,000 as agreed upon, a portion of which is necessarily going  
6 towards your substantial arrears. To be clear, I talked Tara down from  
7 submitting a Bar complaint despite the fact that it seems to be the ONLY threat  
8 for which you will respond appropriately, notwithstanding your most recent  
9 threats and citation to a non-existent rule.

10 In any event, if payment of \$1,000 is not received on Friday of this week, *as*  
11 *you agreed*, and every other week thereafter, we will have little choice but to  
12 file a Motion with the Court seeking to reduce your arrears to judgment,  
13 certification of your gross monthly income, to which Tara is entitled to 50%,  
14 for an order to show cause given your failure to pay for Nicole's health  
15 insurance premiums and unreimbursed medical expenses, and to reduce the  
16 substantial debts, for which you are responsible, to judgment.

17 Additionally, considering that the deadline to file your tax return is tomorrow,  
18 I expect to receive copies of your return and ALL supporting information for  
19 purposes of determining what you owed Tara for the 2016 tax year in  
20 accordance with your agreement and the Decree of Divorce.

21 Finally, your response to the return of Nicole's dog was cryptic - what does "if  
22 I see him again," mean? Did you lose the dog or give the dog to someone  
23 else? If so, when, and for what purpose?

24 Please provide a written response to this correspondence on or before the close  
25 of business on Wednesday, April 19<sup>th</sup>. Should I not hear from you by that  
26 time, I will construe that as a breach of our agreement, and notice that you  
27 have no intentions of complying with the terms of the Decree.<sup>22</sup>

28 Despite subsequent assurances from Alex, he still did not make a timely  
payment. So as to avoid additional attorney's fees, we gave Alex the benefit of the  
doubt as he continually made late and untimely payments. We essentially reminded  
him of his obligation every Friday, with follow-ups early on the following week as  
he failed to make payments as promised. Eventually, and after he failed to make  
payment for two weeks in May, 2017, our patience wavered and we sent yet another  
demand letter on June 1, 2017.<sup>23</sup>

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<sup>22</sup> See Exhibit 8, e-mails from April 6-17, 2017.

<sup>23</sup> See Exhibit 9, correspondence dated June 1, 2017.

1 In response, Alex promised to pay what he could and that he wanted to  
2 “discuss” (modify) his support obligations altogether because he is purportedly  
3 unable to pay \$1,000 per week. Of course, he failed to produce a single shred of  
4 evidence indicating that he couldn’t satisfy his support obligations under the terms  
5 of the *Decree*, and actually told us that we “will receive no financial information at  
6 this time because I am under no obligation to provide it.”<sup>24</sup>

7 Ultimately, Alex made an offer to “settle” what he owed both previously and  
8 prospectively. Less than 24 hours later, he indicated that our prior agreement of him  
9 providing \$1,000 per week was “off” despite the reality that he had not been abiding  
10 by it anyways. In response to an e-mail from us on June 2, 2017, Alex stated, “Im  
11 done with the endless back and forth. Deal off. We will address all this in court. ***I will***  
12 ***fold my business as of Monday.*** Not working my ass off for taras sake. Sorry.”<sup>25</sup>

13 He sent this e-mail literally hours after violating the *Mutual No Contact Order*,  
14 ***again***. After Tara mistakenly hit “reply all” on a message sent by Alex, Alex  
15 inadvertently received a message meant for us. That message “prompted” the  
16 following rant from Alex,

17 Lies and threats? Bitch I'm tired of your bullshit. You're aprofessional victim.  
18 You constantly call me a"druggie", claim I put Elske's kids over my own, and  
have PAY your lawyer to harass me about money you clearly don't need.

19 I'm fed up with your bullshit. I saw Nicole on her birthday and spent \$600 on  
20 her. I wanted to see her the next two weeks but you blew me off. Now you  
want to claim I spend money on Elske's kids and not Ncole? I haven't spent a  
21 single solitary penny on Elske's kids, EVER.

22 If Nicole needs clothes, buy them bitch. So far this year you've received more  
23 in support than many millions make all year. But you have to ask your fucking  
parents for money? You're pathetic! Really, get your head out your fucking  
ass.

24 If Nicole needs ANYTHING, she can ask me and I will get it.

---

25  
26 <sup>24</sup> See Exhibit 10, e-mail from Alex dated June 1, 2017.

27 <sup>25</sup> See Exhibit 11, e-mail from Alex dated June 2, 2017. [Emphasis added]. Alex has  
28 consistently “threatened” to willfully under employ himself on several occasions for purposes of  
avoiding his support obligations.

1 You're bullshit victim narrative is tired and falls on deaf ears. The only people  
2 that care are your lawyers, who you pay too much to listen to it, whoever  
you're fucking, and your parents, who don't have a choice.

3 Don't bring your bullshit my way because I don't care. Sit down and shut the  
4 fuck up and you'll get paid. But every time you remind me of your existence,  
I start thinking of all the ways and reasons not to pay.

5 Note that my girlfriend works, does not need or ask for money, and so does not  
6 get anything. You are the only leach sucking on my teat. Fucking idiot.<sup>26</sup>

7 We responded shortly thereafter indicating to Alex that this was a complete and  
8 total violation of the *No Contact Order*. He actually stated in his answer that he  
9 “*meant for that.*”<sup>27</sup> Eventually, we agreed that in order to avoid court intervention,  
10 we would accept a \$2,000 payment on Monday, June 5<sup>th</sup>, with the understanding that  
11 an additional \$1,000 would be paid Friday, June 9<sup>th</sup>, and every Friday thereafter.

12 Alex failed to make a \$2,000 payment on Monday and, it is suspected that we’ll  
13 have to chase him for additional payments for the foreseeable future. Quite frankly,  
14 we are tired of having to do so, which is why we are requesting more specific  
15 guidelines from this Court to assist Tara in actually getting paid that to which she is  
16 owed, while hopefully eliminating the litany of excuses from Alex as to why he hasn’t  
17 satisfied his obligations both under the *Decree* and in accordance with our subsequent  
18 agreement.

19 As of June 13, 2017, and in addition to the marital debt outlined above, Alex  
20 owes Tara the following amounts:

21 **Minimum Family Support Arrears** – \$12,383.29, with interest and  
22 penalties.<sup>28</sup>

23 **Medical Insurance Arrears** – \$1,440.63, with interest and penalties.

---

24 <sup>26</sup> See Exhibit 12, additional e-mails from June 1, 2017. We note that he copied his  
25 girlfriend, Elske Shipp, to apparently “prove” what a tough guy he is.

26 <sup>27</sup> *Id.* [Emphasis added]. Alex seems to believe he can do whatever he wants, whenever he  
27 wants. He must be disabused of that notion immediately.

28 <sup>28</sup> See Exhibit 13, MLAW Arrearage Calculation Summary detailing Alex’s family support  
arrears.

1           **(Principal) Unreimbursed Medical Expense Arrears** – \$715.50.

2           **Attorney's Fees and Costs to Tara** – \$2,033.39.<sup>29</sup>

3           **Temporary Family Support Arrears** – unknown until we determine  
4           Alex's actual family support obligation in accordance with the  
5           agreement of the parties and the *Decree*.

6           **Prior Medical Insurance Arrears for Nicole** – unknown until we  
7           determine Alex's actual family support obligation in accordance with  
8           the agreement of the parties and the *Decree*.

9           **Prior Medical Insurance Arrears for Tara** – unknown until we  
10          determine Alex's actual family support obligation in accordance with  
11          the agreement of the parties and the *Decree*.

12          In addition, as recently as Sunday, June 11<sup>th</sup>, Alex posted the following meme,

13                   THE LOOK ON MY FACE WHEN SOMEONE ASKS ME

14                   HOW I DIDN'T KNOW MY EX WAS A PIECE OF SHIT SOONER  
15                   THAN I DID<sup>30</sup>

16          This *Motion* follows.

### 17          III.   LEGAL ARGUMENT

#### 18           A.   **Alex Should be Held in Contempt and Sanctioned Accordingly for** 19           **His Multiple Violations of the *Mutual No Contact Order*, the *Decree*** 20           **of *Divorce*, and the *Order for Attorney's Fees and Costs***

21          NRS 22.010 provides in pertinent part:

22                  The following acts or omissions shall be deemed contempts:

23                  1. Disorderly, contemptuous or insolent behavior toward the judge  
24                  while the judge is holding court, or engaged in judicial duties at  
25                  chambers, or toward masters or arbitrators while sitting on a reference  
26                  or arbitration, or other judicial proceeding.

27                  2. A breach of the peace, boisterous conduct or violent disturbance in  
28                  the presence of the court, or in its immediate vicinity, tending to  
29                  interrupt the due course of the trial or other judicial proceeding.

30                  3. Disobedience or resistance to any lawful writ, order, rule or process  
31                  issued by the court or judge at chambers.

---

32                   <sup>29</sup> See Exhibit 14, MLAW Arrearage Calculation Summary detailing interest on the attorney's  
33                   fees and costs awarded to Tara.

34                   <sup>30</sup> See Exhibit 15, Facebook post from Alex Ghibaudo on June 11, 2017.

Further, NRS 22.100 dictates the penalties for contempt, as follows:

1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeded against is guilty of the contempt charged.

2. Except as otherwise provided in NRS 22.110, if a person is found guilty of contempt, a fine may be imposed on him not exceeding \$500 or he may be imprisoned not exceeding 25 days, or both.

3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may require the person pay to the party seeking to enforce the writ, order, rule or process the reasonable expenses, including, without limitation, attorneys fees, incurred by the party as a result of the contempt.

**1. Alex Has Failed to Comply With the Terms of the *Mutual No Contact Order***

This Court entered an unambiguous *Mutual No Contact Order* on January 27, 2017, wherein the Court ordered that the parties shall have no contact with each other, and, absent an emergency involving the minor child, or unforeseen circumstances that could affect and exchange of the child,

there shall be no telephone calls, text messages, e-mails, letters, or other forms of communication of any kind from either party to the other party, directly or through agents, significant others, friends, peers, or representatives (excepting communications between Alex and Tara's attorneys).<sup>31</sup>

As noted above, Alex clearly violated the terms of the *Mutual No Contact Order* on at least *eleven* separate occasions. We request that Alex be monetarily sanctioned in the amount of \$500 for each one of his eleven violations of the *Mutual No Contact Order* (\$5,500), and that he be ordered to pay the entirety of Tara's attorney's fees and costs.

**2. Alex Has Failed to Provide for Nicole's Health Insurance**

The *Decree of Divorce* provided that "Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost." He has failed in this

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<sup>31</sup> Page 2, lines 1-6.

1 regard and has not paid a single penny towards Nicole's health insurance since entry  
2 of the *Decree*. His failure has resulted in an arrearage of \$1,440.63, with interest and  
3 penalties, as of June 13, 2017.<sup>32</sup>

4 In addition to reducing Alex's arrears to judgment, Alex should be monetarily  
5 sanctioned in the amount of \$500 for each one of his violations of the medical  
6 insurance provision in the *Decree*, a total of **six** independent violations (\$3,000), and  
7 made responsible for the entirety of Tara's attorney's fees and costs.

8  
9 **3. Alex Has Failed to Pay for His Share of Nicole's  
Unreimbursed Medical Expenses**

10 The *Decree of Divorce* provided that all unreimbursed medical expenses  
11 incurred on behalf of the minor child are to be divided equally between the parties  
12 pursuant to the 30/30 Rule. Alex has failed to pay any of the minor child's  
13 unreimbursed medical expenses which has resulted in a principal arrearage of  
14 \$715.50, as of June 13, 2017.<sup>33</sup>

15 In addition to reducing Alex's arrears to judgment, Alex should be monetarily  
16 sanctioned in the amount of \$500 for each one of his violations of the unreimbursed  
17 medical expense provision in the *Decree*, a total of **three** independent violations  
18 (\$1,500), and made responsible for the entirety of Tara's attorney's fees and costs.

19  
20 **4. Alex Has Failed to Pay Even the Minimum Level of Support  
21 Outlined in the *Decree of Divorce***

22 The *Decree* states, "Alex shall provide Tara with family support in the  
23 minimum amount of \$2,500 per month for a period of 15 years, or 50% of Alex's  
24

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25 <sup>32</sup> See Exhibit 1, MLAW Arrearage Calculation Summary and documentation from Aetna  
26 detailing change of insurance premiums, which is also provided in the independently filed *Schedule*  
27 *of Arrears* submitted contemporaneously with this *Motion*.

28 <sup>33</sup> See Exhibit 2, copies of medical bills incurred on behalf of the child for which Alex has  
not reimbursed Tara. All bills have been provided to Alex either through us, or through Tara.

1 gross monthly income, whichever amount is greater.” Alex has failed to satisfy even  
2 his minimum obligation under the terms of the *Decree* which has resulted in a  
3 **minimum** arrearage of \$12,383.29, with interest and penalties, as of June 13, 2017.

4 In addition to reducing Alex’s arrears to judgment, Alex should be monetarily  
5 sanctioned in the amount of \$500 for each one of his failures to pay Tara even the  
6 **minimum** support due and owing under the *Decree*, a total of **ten** (including June)  
7 independent violations (\$5,000), and made responsible for the entirety of Tara’s  
8 attorney’s fees and costs.

9  
10 **5. Alex Has Failed to Pay Any Portion of the Marital Debt for**  
11 **Which he Agreed to be Solely Responsible**

12 The *Decree* indicates,

13 All debt incurred prior to the entry of the *Decree of Divorce* shall be solely  
14 borne by Alex, including any personal loans obtained by Tara, and all of her  
15 medical bills. He shall hold Tara harmless therefrom. In addition, he shall  
16 indemnify Tara against any and all actions by any creditors of such debts.

17 Alex has failed to pay any portion of the marital debt for which he is  
18 responsible. Accordingly, he should be monetarily sanctioned for failing to do so and  
19 Tara should be awarded the entirety of her attorney’s fees and costs

20 **6. Alex Has Not Paid Any Portion of the Attorney’s Fees**  
21 **Awarded to Tara**

22 The *Order for Attorney’s Fees and Costs*, filed May 16, 2017, awarded Tara  
23 \$2,000 in attorney’s fees and costs. Alex has not made any effort to satisfy Tara’s  
24 attorney’s fees and has indicated that any collection efforts would be futile. As such,  
25 we request the Court establish a payment plan requiring him to pay the minimum sum  
26 of \$500 per month until this award has been satisfied.

27 \*\*\*\*\*

28 \*\*\*\*\*

\*\*\*\*\*



1                   **B. This Court Should Clarify and Provide a Specific Methodology for**  
2                   **Determining Alex's Gross Monthly Income**

3                   This Court retains the authority to construe and enforce its orders, and we  
4                   specifically request that it do so.<sup>34</sup>

5                   The Court has already determined that gross monthly income

6                   means the total amount of income received each month from any source of a  
7                   person who is not self-employed, or the gross income of a self-employed  
8                   person, after deduction of all legitimate business expenses, but without  
9                   deduction for personal income taxes, contributions for retirement benefits,  
10                  contributions to a pension, contributions to a deferred compensation account,  
11                  or for any other personal expense.

12                Given that definition, it is essential that Alex provide us with all information  
13                regarding his gross monthly income and all of his legitimate business expenses.  
14                Although we previously requested the implementation of specific guidelines for  
15                purposes of determining Alex's income, to which he objected and then later changed  
16                his mind, we request the Court establish the following parameters; at minimum, Alex  
17                should be required to provide his tax return and all supporting documentation if the  
18                Court does not want to implement a quarterly accounting structure even though Alex  
19                should be paying taxes every quarter:

20                For purposes of determining Alex's gross monthly income, he shall provide an  
21                accountant of Tara's choosing immediate and unfettered access to his account  
22                statements, profit and loss statements, accounting software (quickbooks,  
23                quicken, Zero, etc.), tax returns, expense receipts, and any other financial  
24                information relating to a calculation of Alex's gross monthly income. This  
25                accountant shall also have access to any and all financial records related to  
26                Alex's law practice from its inception. Upon certification of Alex's gross  
27                monthly income, Alex shall provide Tara with her family support in  
28                accordance with the instructions outlined in the *Decree of Divorce*. To ensure  
                  there is minimal delay in providing Tara with her support, the accountant of  
                  her choosing should be afforded at least quarterly access to Alex's business  
                  records. The parties shall be equally responsible for any fees and costs  
                  associated with the accountant of her choosing. However, the Court shall  
                  reserve jurisdiction concerning the allocation of the accountant's fees in the  
                  event Alex does not cooperate in providing him or her with access to the  
                  aforementioned information.

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34 See NRS 125.040. See also *Grenz v. Grenz*, 78 Nev. 394, 274 P.2d 891 (1962) (a trial court has the inherent power to construe its judgments and decrees); *Murphy v. Murphy*, 64 Nev. 440, 183 P.2d 632 (1947); *Lindsay v. Lindsay*, 52 Nev. 26, 280 P. 95 (1929); *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972) (court has inherent power to enforce its orders and judgments); *In re Chartz*, 29 Nev. 110, 85 P. 352 (1907) ("The power of courts to punish for contempt and to maintain decency and dignity in their proceedings is inherent, and is as old as courts are old").

1 In the event Alex refuses to provide the accountant with access to his business  
2 records, regardless of the circumstances, a receiver shall be appointed to  
3 receive all business income and pay all necessary business expenses associated  
with Alex's law practice. Alex shall be solely responsible for any fees and  
costs associated with the appointment of a receiver.

4 Should a dispute arise concerning the calculation of Alex's gross monthly  
5 income, the parties shall appoint a neutral third party to review their respective  
6 calculations and render a final determination. Alex shall be responsible for all  
7 fees associated with retaining a neutral third party in the event of a dispute,  
and, at least initially, he shall provide Tara with 50% of his gross monthly  
income as calculated by Tara's accountant. If it is determined that the amount  
paid to Tara was greater than the sums Alex was otherwise required to pay, he  
shall be afforded a credit towards his remaining support obligation.

8 We previously indicated our belief to this Court that an enforcement  
9 mechanism would be forthcoming in the event Alex refused to provide any financial  
10 information to determine his gross monthly income. Even though there is a  
11 requirement in the *Decree* that he at least provide us with his tax return and  
12 supporting documentation, he has abjectly refused, believing he "doesn't have to  
13 provide us with any financial information." He is obviously mistaken and we are  
14 seeking this Court's assistance in allaying his intentional misrepresentations. Since  
15 Tara has been forced to seek Court intervention just to receive even minimal  
16 documentation, she should receive an award of her attorney's fees and costs.

17  
18 **C. Alex's Various Business Entities Must be Joined to This Action and**  
19 **the Court Should "Reverse Pierce" the Corporate Veil to Afford**  
20 **Tara Adequate Relief**

21 The joinder of Alex's business entities, Alex B. Ghibaud, PC, G Law, and any  
22 other business for which he has an interest as "third party" defendants is necessary  
23 to accord complete relief in this action. Pursuant to NRCP 19:

24 **(a) Persons to Be Joined if Feasible.** A person who is subject to service of  
25 process and whose joinder will not deprive the court of jurisdiction over the  
26 subject matter of the action shall be joined as a party in the action if (1) in the  
27 person's absence complete relief cannot be accorded among those already  
28 parties, or (2) the person claims an interest relating to the subject of the action  
and is so situated that the disposition of the action in the person's absence may  
(I) as a practical matter impair or impede the person's ability to protect that  
interest or (ii) leave any of the persons already parties subject to a substantial  
risk of incurring double, multiple, or otherwise inconsistent obligations by  
reason of the claimed interest. If the person has not been so joined, the court

1 shall order that the person be made a party. If the person should join as a  
2 plaintiff but refuses to do so, the person may be made a defendant, or, in a  
proper case, an involuntary plaintiff.

3 Joinder of necessary parties is a long-standing policy of civil procedure in  
4 actions such as the one now before the Court, as described in *Robinson v. Kind*.<sup>35</sup>

5 In such cases, all persons with “an interest in the subject matter of the suit” are  
6 to be made parties “so that there may be a complete decree which shall bind them all.”  
7 If the interest of the absent parties “may be affected or bound by the decree, they must  
8 be brought before the court, or it will not proceed to a decree.” If a defendant before  
9 the court may be subjected to future litigation, or danger of loss, under the decree, the  
10 absent person must be made a party.<sup>36</sup>

11 Additionally, pursuant to NRCP 20 (a):

12 **(a) Permissive Joinder.** All persons may join in one action as plaintiffs if  
13 they assert any right to relief jointly, severally, or in the alternative in respect  
14 of or arising out of the same transaction, occurrence, or series of transactions  
15 or occurrences and if any question of law or of fact common to all these  
16 persons will arise in the action. All persons may be joined in one action as  
17 defendants if there is asserted against them jointly, severally, or in the  
18 alternative, any right to relief in respect of or arising out of the same  
transaction, occurrence, or series of transactions or occurrences and if any  
question of law or fact common to all defendants will arise in the action. A  
plaintiff or defendant need not be interested in obtaining or defending against  
all the relief demanded. Judgment may be given for one or more of the  
plaintiffs according to their respective rights to relief, and against one or more  
defendants according to their respective liabilities.

19 In *Roberts v. Farmers Insurance Company*,<sup>37</sup> the Supreme Court found that  
20 joinder of a party is proper in the circumstances we have here. Specifically,

21 It is true that our permissive joinder rule, 20(a), does allow one to join as  
22 defendants those against whom is asserted any right to relief arising out of the  
23 same transaction and if any question of law or fact common to all defendants  
24 will arise in the action. *Allen v. Pomroy*, 277 A.2d 727 (Me. 1971).

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25  
26 <sup>35</sup> *Robinson v. Kind*, 23 Nev. 330, 47 P. 1, 47 P. 977 (1896).

27 <sup>36</sup> *Id.* 23 Nev. at 335-336.

28 <sup>37</sup> 91 Nev. 199, 533 P.2d 158 (1975).

1        These basic civil procedure cases deal with whether a business entity can be  
2 joined as a party to litigation, which they unequivocally can, but the Nevada Supreme  
3 Court has also specifically addressed the joinder doctrine in family law cases.

4        In *Pelletier*,<sup>38</sup> the Nevada Supreme Court found that a “counterclaim” asserted  
5 against a divorce litigant by the other party’s mother was improper because the  
6 mother-in-law had not been actually made a party to the case. The various parties  
7 asserted claims against multiple other individuals and corporations. The Court chose  
8 to address the merits of the conversion claim as a matter of judicial economy, but the  
9 holding was that for relief to be entered for or against a third party to a divorce, that  
10 party should be joined to the action.

11        The same holding, but with more explanation, appears in *Gladys Baker Olsen*.<sup>39</sup>  
12 There, a former husband failed to pay a money judgment or alimony to former wife  
13 as ordered upon divorce. The facts showed that the husband lived well, off a trust set  
14 up by his mother, which supplied his home, car, etc. The family court judge ordered  
15 the former husband imprisoned for non-payment, and also permitted the ex-wife to  
16 execute against the condominium and car. The trust filed a writ of prohibition in the  
17 Supreme Court.

18        The holding was strictly procedural and jurisdictional. It seemed clear from the  
19 facts that the husband and his mother were bad actors, acting in concert to deprive the  
20 ex-wife of the money owed her. The Court found that in such circumstances, it is the  
21 responsibility of the party seeking relief against the third party to join them in the  
22 action – that all “persons materially interested in the subject matter of the suit be  
23 made parties so that there is a complete decree to bind them all. If the interest of  
24 absent parties may be affected or bound by the decree, they must be brought before  
25 the court or it will not proceed to decree.”

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26  
27        <sup>38</sup> *Pelletier v. Pelletier*, 103 Nev. 408, 742 P.2d 1027 (1987).

28        <sup>39</sup> *Gladys Baker Olsen Family Trust v. District Court*, 110 Nev. 548, 874 P.2d 778 (1994).

1 The Court stepped through the rules, and the procedures to follow, when it is  
2 believed that a third party might be in possession or control of assets at issue between  
3 parties to a divorce case, focusing on NRCP 19(a), which is quoted above.

4 In short, under NRCP 19(a), the third party must be joined if he or it asserts an  
5 ownership interest in the same money, property, or asset that is at issue in the divorce  
6 or post-divorce action. That pretty much describes the situation here as Alex is  
7 refusing to abide by the support orders of this Court through the creation of various  
8 legal entities. He believes he is judgment proof and should be immediately disabused  
9 of that notion with this Court joining those entities to ensure that money awarded to  
10 Tara is actually paid.

11 Moreover, Nevada has long recognized that although corporations are generally  
12 to be treated as separate legal entities, the equitable remedy of “piercing the corporate  
13 veil” may be available to a plaintiff in circumstances where it appears that the  
14 corporation is acting as the alter ego of a controlling individual.<sup>40</sup> Indeed, the essence  
15 of the alter ego doctrine is to “do justice” whenever it appears that the protections  
16 provided by the corporate form are being abused.<sup>41</sup>

17 While the classic alter ego situation involves a creditor reaching the personal  
18 assets of a controlling individual to satisfy a corporation's debt, the "reverse" piercing  
19 situation involves a creditor reaching the assets of a corporation to satisfy the debt of  
20 a corporate insider based on a showing that the corporate entity is really the alter ego  
21 of the individual.<sup>42</sup>

22 Alex is unequivocally (and proudly) abusing the corporate form to avoid his  
23 obligations to his former spouse of 16 years and his minor child. His behavior is

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24  
25 <sup>40</sup> See *LFC Marketing Group, Inc. v. Loomis*, 116 Nev. 896, 8 P.3d 841 (2000); *McCleary*  
26 *Cattle Co. v. Sewell*, 73 Nev. 279, 317 P.2d 957 (1957).

27 <sup>41</sup> See *Polaris Industrial Corp. v. Kaplan*, 103 Nev. 598, 603, 747 P.2d 884, 888 (1987).

28 <sup>42</sup> See generally Gregory S. Crespi, *The Reverse Piercing Doctrine: Applying Appropriate*  
*Standards*, 16 J.Corp.L. 33, 55-69 (1990) (reviewing the case law on outsider reverse piercing).

1 reprehensible, sanctionable, and requires the Court to “reverse pierce” his corporate  
2 form to ensure that Tara is actually paid that to which she is rightfully owed.

3  
4 **D. Tara Should be Awarded the Entirety of Her Attorney’s Fees and Costs**

5 Attorney’s fees may be awarded in a pre-or post-divorce motion under NRS  
6 18.010(2) and NRS 125.150(3).<sup>43</sup> Further, EDCR 7.60(b) provides:

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

- 10 . . . (3) *So multiplies the proceedings in a case as to increase*  
11 *costs unreasonably and vexatiously.* [Emphasis added].  
(4) Fails or refuses to comply with these rules.

12 The Nevada Legislature amended NRS 18.010, dealing with awards of  
13 attorney’s fees. The revised rule states that fees may be awarded:

14 (b) Without regard to the recovery sought, *when the court finds that*  
15 *the claim, counterclaim, cross-claim or third-party complaint or defense of*  
16 *the opposing party was brought or maintained without reasonable ground*  
17 *or to harass the prevailing party.* The court shall liberally construe the  
18 provisions of this paragraph in favor of awarding attorney’s fees in all  
19 appropriate situations. It is the intent of the Legislature that the court award  
20 attorney’s fees pursuant to this paragraph and impose sanctions pursuant to  
Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations  
to punish for and deter frivolous or vexatious claims and defenses because  
such claims and defenses overburden limited judicial resources, hinder the  
timely resolution of meritorious claims and increase the costs of engaging in  
business and providing professional services to the public.

21 [Emphasis added].<sup>44</sup>

22 NRS 125B.140 also *mandates* an award of reasonable attorney’s fees whenever  
23 child support arrears are involved. Significant time and attention has been given to

24  
25 <sup>43</sup> See *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998); *Wright v. Osburn*, 114 Nev. 1367,  
26 970 P.2d 1071 (1998); *Halbrook v. Halbrook*, 114 Nev. 1455, 971 P.2d 1262 (1998); *Korbel v.*  
27 *Korbel*, 101 Nev. 140, 696 P.2d 993 (1985); *Fletcher v. Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973);  
*Leeming v. Leeming*, 87 Nev. 530, 490 P.2d 342 (1971).

28 <sup>44</sup> See also *Trustees v. Developers Surety*, 120 Nev. 56, 84 P.3d 59 (2004) (discussing the  
legislative intent of the quoted language).

1 this particular issue by counsel and Tara's request for Alex's substantial arrears to be  
2 reduced to judgment makes up a substantial portion of this *Motion* and Tara's  
3 corresponding fees.

4 The undisputed facts are that Alex has consistently and willfully refused to  
5 abide by the unambiguous orders of this Court, and it is abundantly clear that he will  
6 continue to thumb his nose at this Court unless something is done. His impermissible  
7 actions and reprehensible behavior have forced Tara to incur substantial attorney's  
8 fees and costs. As such, he should be responsible for the entirety of her attorney's  
9 fees and costs.

10 With specific reference to Family Law matters, the Court has adopted  
11 "well-known basic elements," which in addition to hourly time schedules kept by the  
12 attorney, are to be considered in determining the reasonable value of an attorney's  
13 services qualities, commonly referred to as the *Brunzell*<sup>45</sup> factors:

- 14 1. *The Qualities of the Advocate*: his ability, his training, education,  
experience, professional standing and skill.
- 15 2. *The Character of the Work to Be Done*: its difficulty, its intricacy, its  
16 importance, time and skill required, the responsibility imposed and the  
17 prominence and character of the parties where they affect the  
importance of the litigation.
- 18 3. *The Work Actually Performed by the Lawyer*: the skill, time and  
attention given to the work.
- 19 4. *The Result*: whether the attorney was successful and what benefits were  
20 derived.

21 Each of these factors should be given consideration, and no one element  
22 should predominate or be given undue weight.<sup>46</sup> Additional guidance is provided by  
23 reviewing the "attorney's fees" cases most often cited in Family Law.<sup>47</sup>

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24  
25 <sup>45</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

26 <sup>46</sup> *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

27 <sup>47</sup> Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within  
28 the sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89  
Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980); *Hybarger v.*

1 The *Brunzell* factors require counsel to rather immodestly make a  
2 representation as to the “qualities of the advocate,” the character and difficulty of the  
3 work performed, and the work actually performed by the attorney.

4 First, respectfully, we suggest that the supervising counsel is A/V rated, a  
5 peer-reviewed and certified (and re-certified) Fellow of the American Academy of  
6 Matrimonial Lawyers, and a Certified Specialist in Family Law.

7 Trevor M. Creel, Esq., the person primarily responsible for drafting this  
8 *Motion*, has practiced exclusively in the field of family law for nearly seven years  
9 under the direct tutelage of supervising counsel.

10 As to the “character and quality of the work performed,” we ask the Court to  
11 find our work in this matter to have been adequate, both factually and legally; we  
12 have diligently reviewed the applicable law, explored the relevant facts, and believe  
13 that we have properly applied one to the other.

14 The fees charged by paralegal staff are reasonable, and compensable, as well.  
15 The tasks performed by staff in this case were precisely those that were “some of the  
16 work that the attorney would have to do anyway [performed] at substantially less cost  
17 per hour.”<sup>48</sup> As the Nevada Supreme Court reasoned, “the use of paralegals and other  
18 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”  
19 so ““reasonable attorney’s fees . . . includes charges for persons such as paralegals  
20 and law clerks.”

21 The work actually performed will be provided to the Court upon request by  
22 way of a *Memorandum of Fees and Costs* (redacted as to confidential information),  
23 consistent with the requirements under *Love*.<sup>49</sup>

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24  
25  
26 *Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987).

27 <sup>48</sup> *LVMPD v. Yeghiazarian*, 129 Nev. \_\_\_, \_\_\_ P.3d \_\_\_ (Adv. Opn. No. 81, Nov. 7, 2013)  
citing to *Missouri v. Jenkins*, 491 U.S. 274 (1989).

28 <sup>49</sup> *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).



1     **IV. CONCLUSION**

2             Based on the above, Tara respectfully requests the Court issue the following  
3 orders:

4             1.     Holding Alex in contempt for his violations of the *Mutual No Contact*  
5 *Order*, the *Decree of Divorce*, and the *Order for Attorney's Fees and Costs*.

6             2.     Reducing the following amounts to judgment, and making them  
7 collectible by any and all lawful means as of June 13, 2017:

8             a.     **Minimum Family Support Arrears** – \$12,383.29, with interest and  
9 penalties.<sup>50</sup>

10            b.     **Medical Insurance Arrears** – \$1,440.63, with interest and penalties.

11            c.     **(Principal) Unreimbursed Medical Expense Arrears** – \$715.50.

12            d.     **Attorney's Fees and Costs to Tara** – \$2,033.39.

13            3.     Monetarily sanctioning Alex in the amount of \$500 for *each and every*  
14 *one of his contempts*, which consist of the following:

15            a.     **Eleven** separate violations of the terms of the *Mutual No Contact Order*;

16            b.     **Six** separate violations of the medical insurance provision contained  
17 within the *Decree of Divorce*;

18            c.     **Three** independent violations of the unreimbursed medical expense  
19 provision in the *Decree of Divorce*;

20            d.     **Ten** separate violations of the family support provision contained within  
21 the *Decree of Divorce*;

22            e.     **Seven** independent violations of the marital debt provision outlined in  
23 the *Decree of Divorce*; and

24            f.     **One** violation of the *Order for Attorney's Fees and Costs*, as he had paid  
25 nothing towards that judgment.

1           4.     Enforcing the gross monthly income provision of the *Decree of Divorce*  
2 by requiring Alex to provide his tax return and all supporting financial information  
3 for purposes of determining his family support obligation.

4           5.     Joining Alex's various business entities to this case and reverse piercing  
5 the corporate veil to help assist Tara in collecting that to which she is rightfully owed.

6           6.     Awarding Tara the entirety of her attorney's fees and costs.

7           7.     For such other and further relief as the Court deems just and proper.

8           DATED this 16<sup>th</sup> day of June, 2017.

9                               Respectfully Submitted By:

10                              WILLICK LAW GROUP

11                              

12                              MARSHAL S. WILLICK, ESQ.

13                              Nevada Bar No. 2515

14                              TREVOR M. CREEL, ESQ.

15                              Nevada Bar No. 11943

16                              3591 E. Bonanza Road, Suite 200

17                              Las Vegas, Nevada 89110-2101

18                              (702) 438-4100

19                              Attorneys for Defendant

## DECLARATION OF TARA KELLOGG

1. I, Tara Kellogg-Ghibaudo, declare that I am competent to testify to the facts contained in the proceeding filing.

2. I have read the preceding filing, and I have personal knowledge of the facts contained therein. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

3. Alex and I were married in Las Vegas, Nevada, on December 30, 2001, and we have one minor child together, Nicole Ghibaudo, born May 17, 2001.

4. We participated in a settlement conference on May 18, 2016, and reached an agreement on all issues; the terms of that agreement were placed on the record.

5. The *Decree of Divorce* was signed and ultimately entered on February 1, 2017.

6. The *Decree of Divorce* provided, in relevant part,

2. ***Medical Insurance for Minor Child.*** Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost.

3. ***Medical Insurance Arrears for the Minor Child.*** Pursuant to the Order From Hearing of November 19, 2015, filed February 3, 2016, Alex was ordered to provide medical insurance for the minor child as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards the child's medical insurance premiums which has resulted in a principal arrearage of \$1,963.50, with interest and penalties, he owes \$2,136.27 as of January 10, 2017.

4. ***Unreimbursed Medical Expenses for Minor Child.*** With regard to the payment of future unreimbursed medical expenses incurred on behalf of the minor child, not including medical insurance premiums, the parties shall adhere to the court's standard Medical and Health Sharing Policy ("30/30 Rule")<sup>51</sup>

...

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<sup>51</sup> Page 5, lines 5-17.

3. All debt incurred prior to the entry of the *Decree of Divorce* shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts.<sup>52</sup>

• • •

## POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of \$2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the \$819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is \$10,000, he shall provide Tara with a family support payment of \$5,000; in the event Alex's gross monthly income is \$4,000, he shall provide Tara with the minimum family support payment of \$2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of \$2,500 per month. As examples only, if Tara's gross monthly income is \$2,000, and Alex's is \$10,000, Alex shall provide Tara with a family support payment of \$4,000; in the event Tara's gross monthly income is \$4,000, and Alex's is \$8,000, Alex shall provide Tara with the minimum family support payment of \$2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.<sup>53</sup>

5. When the minor child turns 18 years of age, Alex's family support obligation shall continue in the minimum amount of \$2,500, or the greater amount of one-half of the difference between the parties' incomes and shall not be reduced to account for the termination of child support.

<sup>52</sup> Page 8, lines 23-26.

<sup>53</sup> Page 9, lines 1-28.

1           6. For purposes of determining Alex's gross monthly income, he  
2 shall provide Tara, at minimum, his personal and business tax returns every  
3 year. If it is determined that Alex provided Tara with less than what he was  
4 otherwise required to pay after reviewing his tax returns, he shall immediately  
5 make up any such difference and provide Tara with adequate payment.

6           7. Should a dispute arise concerning the calculation of Alex's gross  
7 monthly income, this Court specifically reserves jurisdiction to address such  
8 a dispute in the future and issue any and all orders necessary to enforce the  
9 terms of the parties' agreement.<sup>54</sup>

10           ...

11           2. **Family Support Arrears.** Pursuant to the *Order From Hearing*  
12 *of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide  
13 Tara with the sum of \$2,200 per month as and for family support commencing  
14 on November 1, 2015; however, Tara agrees that his obligation shall  
15 commence as of December 1, 2015. Alex has made sporadic payments  
16 towards that obligation which has resulted in an arrearage, as of January  
17 10, 2017, Alex owed the principal sum of \$2,870, with interest and penalties,  
18 he owes \$3,425.18. This amount shall be reduced to judgment and made  
19 collectible by any and all lawful means.<sup>55</sup>

20           3. **Medical Insurance Arrears.** Pursuant to the *Order From*  
21 *Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to  
22 provide medical insurance for Tara as of November 1, 2015; however, Tara  
23 agrees that his obligation shall commence as of December 1, 2015. Alex did  
24 not make any payments towards her medical insurance premiums which has  
25 resulted in a principal arrearage of \$4,097.10; with interest, he owes \$4,225.15  
26 as of January 10, 2017.<sup>56</sup>

27           7. Alex has failed to pay or provide for the child's medical insurance, and  
28 he has failed to provide me with repayment towards the child's unreimbursed medical  
expenses.

          8. As of June 13, 2017, Alex's medical insurance arrears total \$1,440.63,  
with interest and penalties.

          9. His principal unreimbursed medical expense arrears total \$715.50, as of  
June 13, 2017.<sup>57</sup>

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<sup>54</sup> Page 10, lines 1-13.

<sup>55</sup> Page 10, lines 19-26.

<sup>56</sup> Page 11, lines 1-6.

<sup>57</sup> See Exhibit 2, copies of medical bills incurred on behalf of the child for which Alex has  
not reimbursed Tara. All bills have been provided to Alex either through us, or through Tara.

10. Alex has also failed to satisfy any portion of the debt incurred during the marriage for which he was made solely responsible pursuant to the parties' agreement and the *Decree of Divorce*.

11. Specifically, Alex owes the following amounts, most of which were incurred because of Alex's abject refusal to provide me with support during the pendency of our divorce action:

1. **Moving Expenses** = \$1,360

2. **Money Loaned by Parents for Necessary Expenses** = \$7,800 (On October 1, 2016, Joe and Donna Kellogg loaned Tara \$7,800 to satisfy some of her expenses).

3. **Additional Money Loaned by Parents for the Following Expenses:**

(a) Money for Rent - \$19,200

(b) Moving Expenses - \$1,360

(c) Attorney's Fees and Costs - \$50,803.50<sup>58</sup>

4. **Money Loaned by Parents to Purchase Vehicle** = \$17,094.39 (Joe and Donna Kellogg loaned Tara \$17,094.39 for the purchase of her automobile as Tara's repeated attempts to refinance were unsuccessful as a result of Alex's filing for Chapter 13 bankruptcy).

5. **Medical Expenses** = \$6,334.30

6. **Student Loan Debt** = \$31,427

7. **Credit Report Debt** = \$5,755

8. **TOTAL** = \$141,134.19<sup>59</sup>

12. On February 27, 2017, the Court issued a *Minute Order* stemming from the January 10<sup>th</sup> hearing, wherein it awarded me attorney's fees of \$2,000.

13. Alex has paid nothing towards this award and has specifically gloated to my attorneys that he has taken all measures to become uncollectible after they

---

<sup>58</sup> We acknowledge the possibility that the Court may have determined that Tara already received an award of attorney's fees and costs relating to the preparation and entry of the *Decree of Divorce* over Alex's objection. However, these fees were incurred prior to finalization of the *Decree* and do constitute a marital debt for the Court's review and consideration.

<sup>59</sup> See Exhibit 3, documents detailing all of the marital debt incurred prior to entry of the *Decree of Divorce*; also see Tara's *Memorandum of Fees and Costs*, filed January 18, 2017.

1 attempted to garnish his accounts to ensure that I receive what I was rightfully  
2 awarded.

3 14. Both before and after entry of the *Decree*, Alex only made sporadic and  
4 insufficient payments towards his *minimum* family support obligation and has  
5 violated the terms of the *Decree of Divorce*.

6 15. He also failed to make any payments towards his substantial arrears.

7 16. As a result, my attorneys prepared and submitted a *Writ of Execution* and  
8 *Writ of Garnishment* in an effort to collect on my substantial judgments.<sup>60</sup>

9 17. On March 8, 2017, and in direct response to me requesting  
10 reimbursement for Nicole's dental expenses, his half totaling \$195.50, Alex  
11 responded by stating,

12 You will be reimbursed. From now on, I created an email account for any  
13 communication you have for me. It is bsfromtara@gmail.com. Do not call,  
14 text or email me anywhere else, as you are blocked.<sup>61</sup>

15 18. On March 25, after apparently reviewing my Facebook page, Alex sent  
16 me the following Facebook messages:

17 Move on with your life psycho.

18 Really Cliff [a friend who responded to my post]? Whatever. This scumbag  
19 torpedoed our life for alcohol and cocaine, I pay her more than you pay your  
20 ex-wife and she's a heroine? Ok pal.

21 From your friend and former fuck buddy Joseph Iarussi. Stalking me much  
22 psychopath?

23 Remember, the scumbag you told me you fucked?

24 Get a job, get a life, get off social media.<sup>62</sup>

---

25 <sup>60</sup> Shortly after sending out the *Writs* for enforcement, Alex's girlfriend, Elske Shipp, sent  
26 me incredibly nasty messages and sexually explicit photos of her having sex with Alex. This, in  
27 large measure, ultimately led to me applying for and receiving a TPO.

28 <sup>61</sup> See Exhibit 4, e-mail exchange between Alex and I from March 7-8, 2017. Apparently  
Alex believes that my request for reimbursement of the child's medical expenses is "BS."

<sup>62</sup> See Exhibit 5, Facebook messages from Alex Ghibaud, dated March 25, 2017.

1           19. In correspondence sent from my attorneys to Alex on March 28, 2017,  
2 they detailed Alex's *minimum* family support arrearage of \$12,974.65 (assuming the  
3 minimum payment of \$2,500 since May, 2016) and demanded that he satisfy at least  
4 25% of that sum within a week of that letter, with a specific payment plan to satisfy  
5 the remainder within 90 days.<sup>63</sup>

6           20. My attorneys and I requested swift payment in light of the fact that Alex  
7 had recently purchased two vehicles, pays for his girlfriend and her children's cell  
8 phones, and was basically spending money on everything else but the support of me  
9 and our child.

10           21. My attorneys and I also requested as part of that correspondence that  
11 Alex agree to the implementation of specific guidelines for purposes of determining  
12 his income, which would obviously avoid the necessity of a request for clarification  
13 and ultimately provide both parties with an independent analysis of his income.

14           22. Approximately one week after my attorneys sent an EDCR 5.501 letter,  
15 they had a telephone conversation with Alex in which he agreed, for purposes of  
16 avoiding a motion for an order to show cause, that he provide me with the sum of  
17 \$1,000 per week, with payment to be made every Friday by the close of business.<sup>64</sup>

18           23. Literally days after those arrangements were made, Alex failed to make  
19 a timely payment.

20           24. This resulted in me seriously considering a report to the State Bar in light  
21 of Alex's substantial arrears.

---

22  
23           <sup>63</sup> See Exhibit 6, correspondence dated March 28, 2017, without enclosures.

24           <sup>64</sup> It was specifically understood that Alex's first \$2,500 would go towards his *minimum*  
25 support obligation, with the remainder being applied to the arrears that had already been reduced to  
26 judgment – since he would be paying me \$4,333, this meant that \$1,833 per month would be going  
27 towards his arrears, which equates to \$423 per week. This agreement did not account for Alex's  
28 additional arrears that have undoubtedly been incurred since May 18, 2016, relating to his current  
family support obligation. In order to determine his arrears in this regard, and at a minimum, Alex  
will obviously need to provide copies of his 2016 personal and business tax return, as well as all  
documentation supporting the numbers contained therein.



1           25. Without even referencing Alex's name in any capacity, I posted a  
2 message on my Facebook page indicating that I was "feeling determined at State Bar  
3 of Nevada," and an inspirational meme that read "Hey "Dad", I did it without you."

4           26. Upon review of my Facebook page, which is apparently a favorite  
5 pastime for Alex, he went into a confused and sordid tirade. He initially sent me the  
6 following messages:

7           This hateful, vindictive little person has been getting \$1000 a week

8           She spent \$54,000 to "get" me and didn't get shit but a big fat bill from her  
9 lawyers.

10          From the world's most unstable women. Message me for more info.

11          27. He followed up on April 15, 2017, and sent the following two e-mails  
12 directly to me,

13           MADE IN ACCORDANCE WITH EDCR 5.11<sup>65</sup>

14           Ms. Kellogg,

15           Cease & Desist from your hateful lies, embellishments, over exaggerations,  
16 and persistent harassment via social media or otherwise.

17           Take down any public posts that reference me, our divorce matter, or your  
18 closely held belief that you are not being paid enough immediately.

19           Failure to do so will result in an immediate police report, an application for a  
20 temporary protective order, a civil suit for damages, and a motion for contempt  
21 and sanctions in family.

22           This is your first and only warning. I am no longer playing games with you.  
23 Further harassment, slander, libel, and stalking will result in immediate and  
24 devastating legal action.

25           Alex Ghibaud, Esq.

26           ...

27           Ms. Kellogg,

28           Until further order from the court, because litigation is imminent, your  
additional \$422.00 Will be given to my girlfriend, Elske, who actually works  
for a living. Good job shooting yourself in the foot, again.

---

<sup>65</sup> As this Court is aware, and fact to which I've informed Alex on several occasions, EDCR 5.11 no longer exists.

Alex<sup>66</sup>

28. As this Court is aware, the *Mutual No Contact Order* provided that absent an emergency involving the minor child, or unforeseen circumstances that could affect an exchange of the child,

there shall be no telephone calls, text messages, e-mails, letters, or other forms of communication of any kind from either party to the other party, directly or through agents, significant others, friends, peers, or representatives (excepting communications between Alex and Tara's attorneys).<sup>67</sup>

29. On April 17, 2017, the following business day after Alex's rants, my attorneys sent Alex an e-mail stating,

Alex,

You are making a serious mistake concerning your indication that you will not be paying \$1,000 as agreed upon, a portion of which is necessarily going towards your substantial arrears. To be clear, I talked Tara down from submitting a Bar complaint despite the fact that it seems to be the ONLY threat for which you will respond appropriately, notwithstanding your most recent threats and citation to a non-existent rule.

In any event, if payment of \$1,000 is not received on Friday of this week, *as you agreed*, and every other week thereafter, we will have little choice but to file a Motion with the Court seeking to reduce your arrears to judgment, certification of your gross monthly income, to which Tara is entitled to 50%, for an order to show cause given your failure to pay for Nicole's health insurance premiums and unreimbursed medical expenses, and to reduce the substantial debts, for which you are responsible, to judgment.

Additionally, considering that the deadline to file your tax return is tomorrow, I expect to receive copies of your return and ALL supporting information for purposes of determining what you owed Tara for the 2016 tax year in accordance with your agreement and the Decree of Divorce.

Finally, your response to the return of Nicole's dog was cryptic - what does "if I see him again," mean? Did you lose the dog or give the dog to someone else? If so, when, and for what purpose?

Please provide a written response to this correspondence on or before the close of business on Wednesday, April 19th. Should I not hear from you by that time, I will construe that as a breach of our agreement, and notice that you have no intentions of complying with the terms of the Decree.<sup>68</sup>

---

<sup>66</sup> See Exhibit 7, e-mails from Alex to me dated April 15, 2017.

<sup>67</sup> Page 2, lines 1-6.

<sup>68</sup> See Exhibit 8, e-mail dated April 17, 2017.

1           30. Despite subsequent assurances from Alex, he still did not make a timely  
2 payment.

3           31. So as to avoid additional attorney's fees, my attorneys gave Alex the  
4 benefit of the doubt as he continually made late and untimely payments.

5           32. Given his late payments, my attorneys essentially reminded Alex of his  
6 obligation every Friday, with follow-ups early on the following week as he failed to  
7 make payments as promised.

8           33. Eventually, and after he failed to make payment for two weeks in May,  
9 2017, my attorneys' patience wavered and they sent yet another demand letter on June  
10 1, 2017.

11           34. In response, Alex promised to pay what he could and that he wanted to  
12 "discuss" (modify) his support obligations altogether because he is purportedly  
13 unable to pay \$1,000 per week.

14           35. Of course, he failed to produce a single shred of evidence indicating that  
15 he couldn't satisfy his support obligations under the terms of the *Decree*.

16           36. Ultimately, Alex made an offer to "settle" what he owed both previously  
17 and prospectively.

18           37. Less than 24 hours later, he indicated that the prior agreement of him  
19 providing \$1,000 per week was "off" despite the reality that he had not been abiding  
20 by it anyways.

21           38. In response to an e-mail from my attorneys on June 2, 2017, Alex stated,  
22 "Im done with the endless back and forth. Deal off. We will address all this in court.  
23 *I will fold my business as of Monday.* Not working my ass off for taras sake.  
24 Sorry."<sup>69</sup>

25           39. He sent this e-mail literally hours after violating the *Mutual No Contact*  
26 *Order, again.*

---

27  
28           <sup>69</sup> See Exhibit 11, e-mail from Alex dated June 2, 2017. [Emphasis added].

1           40. After I mistakenly hit “reply all” on a message sent by Alex, Alex  
2 inadvertently received a message meant for my attorneys. That message “prompted”  
3 the following rant from Alex,

4           Lies and threats? Bitch I'm tired of your bullshit. You're a professional victim.  
5 You constantly call me a "druggie", claim I put Elske's kids over my own, and  
6 have PAY your lawyer to harass me about money you clearly don't need.

7           I'm fed up with your bullshit. I saw Nicole on her birthday and spent \$600 on  
8 her. I wanted to see her the next two weeks but you blew me off. Now you  
9 want to claim I spend money on Elske's kids and not Nicole? I haven't spent a  
10 single solitary penny on Elske's kids, EVER.

11           If Nicole needs clothes, buy them bitch. So far this year you've received more  
12 in support than many millions make all year. But you have to ask your fucking  
13 parents for money? You're pathetic! Really, get your head out your fucking  
14 ass.

15           If Nicole needs ANYTHING, she can ask me and I will get it.

16           You're bullshit victim narrative is tired and falls on deaf ears. The only people  
17 that care are your lawyers, who you pay too much to listen to it, whoever  
18 you're fucking, and your parents, who don't have a choice.

19           Don't bring your bullshit my way because I don't care. Sit down and shut the  
20 fuck up and you'll get paid. But every time you remind me of your existence,  
21 I start thinking of all the ways and reasons not to pay.

22           Note that my girlfriend works, does not need or ask for money, and so does not  
23 get anything. You are the only leach sucking on my teat. Fucking idiot.<sup>70</sup>

24           41. My attorneys responded shortly thereafter indicating to Alex that this  
25 was a complete and total violation of the *No Contact Order*.

26           42. He actually stated in his answer to them that he “*meant for that*.”<sup>71</sup>

27           43. Eventually, my attorneys agreed that in order to avoid court intervention,  
28 I would accept a \$2,000 payment on Monday, June 5<sup>th</sup>, with the understanding that  
an additional \$1,000 would be paid Friday, June 9<sup>th</sup>, and every Friday thereafter.

          44. Alex failed to make a \$2,000 payment on Monday and, it is suspected  
that I’ll have to chase him for additional \$1,000 payments every Friday thereafter.

---

<sup>70</sup> See Exhibit 12, e-mails from June 1, 2017.

<sup>71</sup> *Id.* [Emphasis added].

1           45. Quite frankly, my attorneys and I are tired of having to do so, which is  
2 why we are requesting more specific guidelines from this Court to assist me in  
3 actually getting paid that to which I am owed, while, hopefully, eliminating the litany  
4 of excuses from Alex as to why he hasn't satisfied his obligations both under the  
5 *Decree* and in accordance with our subsequent agreement.

6           46. As of June 13, 2017, and in addition to the marital debt outlined above,  
7 Alex owes me minimum family support arrears of \$12,383.29, with interest and  
8 penalties.<sup>64</sup>

9           47. In addition, as recently as Sunday, June 11<sup>th</sup>, Alex posted the following  
10 meme,

11           THE LOOK ON MY FACE WHEN SOMEONE ASKS ME  
12           HOW I DIDN'T KNOW MY EX WAS A PIECE OF SHIT SOONER  
13           THAN I DID<sup>65</sup>

14           48. The other factual averments contained in the preceding filing are  
15 incorporated herein as if set forth in full.

16           49. Prior to filing this *Motion*, I attempted to resolve the issues in dispute  
17 without the necessity of court intervention on several occasions to no avail.

18           I declare under penalty of perjury under the laws of the State of  
19 Nevada (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is  
20 true and correct.

21           EXECUTED this 14 day of June, 2017.

22             
23 TARA KELLOGG

24  
25  
26  
27           <sup>64</sup> See Exhibit 13, MLAW Arrearage Calculation Summary for family support arrears.

28           <sup>65</sup> See Exhibit 15, Facebook post from Alex Ghibardo on June 11, 2017.

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 16 day of June, 2017, I caused the foregoing document to be served as follows:

☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☒ 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;

☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;

☐ pursuant to NRCP 5(b)(2)(D), by email by duly executed consent for service by electronic means;

☐ by hand delivery with signed Receipt of Copy.

☐ by First Class, Certified U.S. Mail.

☐ by placing same to be deposited for mailing in the United States Mail, Certified, Return Receipt Requested, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

To the address, email address, and/or facsimile number indicated below:

Alex Ghibaud, Esq.  
2228 Gabriel Street  
Las Vegas, Nevada 89119  
Defendant

Eric P. Roy, Esq.  
703 S. Eighth St.  
Las Vegas, Nevada 89101  
Attorney for Defendant



An Employee of the WILICK LAW GROUP

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DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

TARA KELLOGG GHIBAUDO, )

Plaintiff )

-V.- )

ALEX GHIBAUDO, )

Defendant )

Case No. D-15-522043-D

Department T

**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) \_\_\_\_\_.

**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: Tara Kellogg Date: 6-15-17

Signature of Party or Preparer: [Signature]

*Steven D. Grierson*

**ORDER**

WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
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Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/6/17  
TIME OF HEARING: 9:00 A.M.

**ORDER FROM THE OCTOBER 6, 2017, HEARING**

This matter came on for an *Order to Show Cause* hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, considered the offers of proof submitted by the parties, and after hearing limited argument, hereby finds and orders as follows:

**THE COURT HEREBY FINDS:**

1. The parties were married on December 30, 2001; they have one minor child together, Nicole Ghibaudo, who is currently 16 years old.

NOV 06 2017



1           2. Tara filed a *Complaint for Divorce* on October 1, 2015.

2           3. Tara subsequently filed a *Motion* for temporary orders on October 20,  
3 2015.

4           4. Tara's *Motion* for temporary orders was heard by the Hon. Lisa M.  
5 Brown on November 19, 2015, at which time Judge Brown issued several orders (the  
6 "temporary financial orders").

7           5. Judge Brown ordered Alex to pay \$2,200 per month in family support  
8 during the pendency of the case, and that Alex would be responsible for maintaining  
9 and paying for Nicole and Tara's health insurance during the pendency of the case.

10          6. A *Decree of Divorce* was entered on February 1, 2017, relating back to  
11 a settlement reached in May, 2016, terminating some of the temporary financial  
12 orders and replacing them with obligations under the *Decree* (the "*Decree orders*").

13          7. Pursuant to the terms of the *Decree of Divorce*, Alex was required to  
14 provide Tara with child support in the amount of \$819 commencing on May 1, 2016.

15          8. The *Decree of Divorce* also provided that Alex was to provide and pay  
16 for the minor child's medical insurance and that the parties would equally share in the  
17 minor child's unreimbursed medical expenses pursuant to the 30/30 Rule.

18          9. Finally, the *Decree of Divorce* indicated that, starting on May 1, 2016,  
19 Alex was to pay Tara post-divorce family support each month in the minimum  
20 amount of \$2,500, or 50% of Alex's gross monthly income, whichever amount is  
21 greater, for a period of 15 years. That amount included the \$819 in child support  
22 detailed elsewhere in the *Decree of Divorce*.<sup>1</sup>

23          10. While this action was still in Department T, Judge Brown entered orders,  
24 detailed in both the *Order From the January 10, 2017, Hearing*, and the *Decree of*

25  
26  
27           <sup>1</sup> This necessarily meant that Alex was required to pay the minimum sum of \$1,681 in post-  
28 divorce alimony/spousal support, in addition to \$819 in child support; sums payable for spousal  
support over \$1,681 depended on Alex's gross monthly income.

1 *Divorce*, finding that Alex failed to abide by the temporary orders, which resulted in  
2 judgments being issued against him.

3 11. The following amounts relating to the temporary financial orders were  
4 reduced to judgment and made collectible by any and all lawful means, with legal  
5 interest accruing on the judgments as of January 10, 2017:

- 6 a. Temporary Family Support Arrears (relating to payments  
7 from December 1, 2015, through April 30, 2016): totaling  
8 \$3,425.18 with interest and penalties;<sup>2</sup>  
9 b. Temporary Medical Insurance Arrears (relating to  
10 insurance premiums for the minor child from December 1,  
11 2015, through January 10, 2017): totaling \$2,136.27 with  
12 interest and penalties; and  
13 c. Temporary Medical Insurance Arrears (relating to  
14 insurance premiums for Tara from December 1, 2015,  
15 through January 10, 2017): totaling \$4,225.15 with interest.

16 12. This case was administratively reassigned from Department T to  
17 Department H on July 7, 2017.

18 13. Tara filed an *Updated Cover Sheet for Schedules of Arrears* on  
19 September 15, 2017, wherein she detailed all of the payments Alex had made towards  
20 his minimum family support obligation of \$2,500 per month, and for Nicole's  
21 insurance premiums under the *Decree* through September 12, 2017.

22 14. At this point and prospectively, to ensure that penalties and interest are  
23 applied properly to the amounts owed, the Court will require a breakdown of Alex's  
24 child support arrears and alimony/spousal support arrears, which Mr. Creel shall  
25 provide to Alex. Penalties and interest should apply to Alex's child support arrears  
26 and medical insurance arrears, and only interest should apply to Alex's  
27 alimony/spousal support arrears or other non-child support sums.

28 <sup>2</sup> Interest and penalties were applied to this arrearage by Department T as there was no  
specification in the *Order* from the November 19, 2015, hearing as to what portion was child support  
and what portion was spousal support.

15. Alex's child support arrears from May 1, 2016, through September 12, 2017, provide that he owes the principal sum of \$4,633; that sum is \$5,260.25 with interest and penalties as of September 12, 2017.

16. Alex's alimony/spousal support arrears from May 1, 2016, through September 12, 2017, provide that he owes the minimum principal sum of \$10,265; that sum is \$10,812.09 with interest as of September 12, 2017.

17. Alex's medical insurance arrears relating to his obligation to provide medical insurance for the minor child from February 1, 2017, through September 12, 2017, indicate that he owes the principal sum of \$2,210.87; that sum is \$2,315.99 with interest and penalties as of September 12, 2017.

18. Alex also owes the principal sum of \$715.50 in unreimbursed medical expense arrears.

**THE COURT HEREBY ORDERS:**

1. Tara's request to reduce to judgment Alex's support, medical insurance, and unreimbursed medical expense arrears under the *Decree* orders is granted.

2. To prevent future confusion, all outstanding sums are recapitulated in this *Order* and brought current to the date of the hearing of this matter on October 6, 2017:

Under the temporary financial orders:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016):** the principal sum of \$2,870; that sum is \$3,762.13 with interest and penalties.<sup>3</sup>

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1,**

---

<sup>3</sup> See Exhibit 1, MLAW Arrearage Calculation Summary detailing Alex's temporary family support arrears.

2015, through January 10, 2017); the principal sum of \$1,963.50; that sum is \$2,366.80 with interest and penalties.<sup>4</sup>

- c. Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017); the principal sum of \$4,097.10; that sum is \$4,404.21 with interest.<sup>5</sup>

Under the Decree orders:

- a. Child Support Arrears (relating to payments from May 1, 2016, through September 30, 2017); the principal sum of \$4,633; that sum is \$5,309.75 with interest and penalties.<sup>6</sup>
- b. Alimony/Spousal Support Arrears (relating to payments from May 1, 2016, through September 30, 2017); the principal sum of \$10,265; that sum is \$10,854.27 with interest.<sup>7</sup>
- c. Medical Insurance Arrears (relating to insurance premiums for the minor child from February 1, 2017, through September 30, 2017); the principal sum of \$2,210.87; that sum is \$2,339.61 with interest and penalties.<sup>8</sup>
- d. Unreimbursed Medical Expense Arrears: totaling \$715.50.

All of these sums are hereby reduced to judgment as of October 6, 2017, and made collectible by any and all lawful means.

3. Based on the statements made by Alex in Open Court as to what he can pay in the next week, he shall pay to Tara, through the WILICK LAW GROUP, the sum of \$3,500 on or before the close of business on October 13, 2017.

<sup>4</sup> See Exhibit 2, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for the minor child.

<sup>5</sup> See Exhibit 3, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for Tara.

<sup>6</sup> See Exhibit 4, MLAW Arrearage Calculation Summary detailing Alex's current child support arrears.

<sup>7</sup> See Exhibit 5, MLAW Arrearage Calculation Summary detailing Alex's current alimony/spousal support arrears.

<sup>8</sup> See Exhibit 6, MLAW Arrearage Calculation Summary detailing Alex's current medical insurance arrears relating to insurance premiums for the minor child.

1 4. A Status Check regarding Alex's payment of \$3,500 is set for October  
2 16, 2017, at 11:00 a.m.

3 5. If Alex has paid the sum of \$3,500 on or before the close of business on  
4 October 13, 2017, the Court shall waive his personal appearance at the October 16,  
5 2017, Status Check and he may appear telephonically.

6 6. At the time of the Status Check, the Court will confirm when the next  
7 payment will be made by Alex to Tara with the goal of establishing a reasonable  
8 payment plan both prospectively and to satisfy outstanding arrearages.

9 7. To determine the reasonableness of any payment plan, Alex shall file a  
10 *Detailed Financial Disclosure Form* prior to October 16, 2017. It is understood that  
11 the last day for Alex to file his 2016 taxes is October 16, 2017, and per the terms of  
12 the *Decree*, his 2016 income information is to be supplied to Tara's counsel.

13 8. In accordance with filing a *Detailed Financial Disclosure Form*, Alex  
14 shall provide his most recent Schedule C Profit or Loss From Business, Form 1065  
15 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income  
16 Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US  
17 Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well  
18 as all documents supporting the numbers contained within his Schedules/Income  
19 Statements.

20 9. The issue of attorney's fees shall be deferred, with the understanding that  
21 Mr. Creel may prepare and submit a *Memorandum of Fees and Costs*.

22 \*\*\*\*\*

23 \*\*\*\*\*

24 \*\*\*\*\*

25 \*\*\*\*\*

26 \*\*\*\*\*

27 \*\*\*\*\*

28 \*\*\*\*\*

10. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 7 day of November, 2017.

*[Signature]*

DISTRICT COURT JUDGE

Respectfully Submitted By:  
WILLYCK LAW GROUP

MARSHAL S. WILLYCK, ESQ.  
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TREVOR M. CREEL, ESQ.  
Nevada Bar No. 11943  
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T. ART RITCHIE, JR.  
Approved as to Form and Content By:  
ALEX B. GHIBAUDO, PC

SIGNATURE  
REFUSED

ALEX B. GHIBAUDO, ESQ.  
Nevada Bar No. 10592  
CHRISTOPHER A. AARON, ESQ.  
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703 S. 8<sup>th</sup> Street  
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**EXHIBIT "1"**

**EXHIBIT "1"**

**EXHIBIT "1"**

# Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$2,870.00
Total Interest Due 10/06/2017:	\$322.24
Total Penalty Due 10/06/2017:	\$569.88
Amount Due If paid on 10/06/2017:	\$3,762.13
Amount Due If paid on 10/07/2017:	\$3,763.40
Daily Amount accruing as of 10/07/2017:	\$1.27

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	660.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
07/01/2017	0.00	07/01/2017	0.00	2,870.00	274.57
10/06/2017	0.00	10/06/2017	0.00	2,870.00	322.24
Totals	11,000.00		8,130.00	2,870.00	322.24

\* Indicates a payment due is designated as child support.

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## Reports - MLaw

Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*2,200.00	2,200.00	18.68
01/01/2016	*2,200.00	6,340.00	55.95
02/01/2016	*2,200.00	5,640.00	75.01
02/12/2016	0.00	5,340.00	82.71
02/17/2016	0.00	3,540.00	95.84
02/26/2016	0.00	2,890.00	96.81
02/27/2016	0.00	4,440.00	103.35
03/04/2016	*2,200.00	3,790.00	111.84
03/11/2016	0.00	3,140.00	119.09
03/18/2016	0.00	2,480.00	125.10
03/25/2016	0.00	4,120.00	131.12
04/02/2016	*2,200.00	3,570.00	143.50
04/13/2016	0.00	3,470.00	146.43
04/16/2016	0.00	2,870.00	152.12
04/22/2016	0.00	2,870.00	207.01
07/01/2016	0.00	2,870.00	351.29
01/01/2017	0.00	2,870.00	493.61
07/01/2017	0.00	2,870.00	569.88
10/06/2017	0.00	2,870.00	569.88
Totals	11,000.00		

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "2"**

**EXHIBIT "2"**

**EXHIBIT "2"**

# Arrearage Calculation Summary

Kellogg v. Ghlbaudo

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$1,963.50
Total Interest Due 10/06/2017:	\$147.18
Total Penalty Due 10/06/2017:	\$256.11
Amount Due if paid on 10/06/2017:	\$2,366.80
Amount Due if paid on 10/07/2017:	\$2,367.67
Daily Amount accruing as of 10/07/2017:	\$0.87

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
			0.00	140.25	0.00
12/01/2015	*140.25	12/01/2015	0.00	280.50	0.62
01/01/2016	*140.25	01/01/2016	0.00	420.75	1.93
02/01/2016	*140.25	02/01/2016	0.00	561.00	3.76
03/01/2016	*140.25	03/01/2016	0.00	701.25	6.37
04/01/2016	*140.25	04/01/2016	0.00	841.50	9.54
05/01/2016	*140.25	05/01/2016	0.00	981.75	13.46
06/01/2016	*140.25	06/01/2016	0.00	1,122.00	17.88
07/01/2016	*140.25	07/01/2016	0.00	1,262.25	23.11
08/01/2016	*140.25	08/01/2016	0.00	1,402.50	28.99
09/01/2016	*140.25	09/01/2016	0.00	1,542.75	35.31
10/01/2016	*140.25	10/01/2016	0.00	1,683.00	42.50
11/01/2016	*140.25	11/01/2016	0.00	1,823.25	50.09
12/01/2016	*140.25	12/01/2016	0.00	1,963.50	58.58
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	114.57
07/01/2017	0.00	07/01/2017	0.00	1,963.50	147.18
10/06/2017	0.00	10/06/2017	0.00	1,963.50	147.18
Totals	1,963.50		0.00	1,963.50	147.18

\* Indicates a payment due is designated as child support.

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Reports - MLAW

Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*140.25	140.25	1.19
01/01/2016	*140.25	280.50	3.57
02/01/2016	*140.25	420.75	6.90
03/01/2016	*140.25	561.00	11.65
04/01/2016	*140.25	701.25	17.40
05/01/2016	*140.25	841.50	24.53
06/01/2016	*140.25	981.75	32.57
07/01/2016	*140.25	1,122.00	42.08
08/01/2016	*140.25	1,262.25	52.77
09/01/2016	*140.25	1,402.50	64.27
10/01/2016	*140.25	1,542.75	77.33
11/01/2016	*140.25	1,683.00	91.13
12/01/2016	*140.25	1,823.25	106.57
01/01/2017	*140.25	1,963.50	203.94
07/01/2017	0.00	1,963.50	256.12
10/06/2017	0.00	1,963.50	256.12
Totals	1,963.50		

\* Indicates a payment due is designated as child support.

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Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "3"**

**EXHIBIT "3"**

**EXHIBIT "3"**

# Arrearage Calculation Summary

**Kellogg v. Ghibaud**

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$4,097.10
Total Interest Due 10/06/2017:	\$307.11
Total Penalty Due 10/06/2017:	\$0.00
Amount Due If paid on 10/06/2017:	\$4,404.21
Amount Due If paid on 10/07/2017:	\$4,404.91
Daily Amount accruing as of 10/07/2017:	\$0.70

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
07/01/2017	0.00	07/01/2017	0.00	4,097.10	239.06
10/06/2017	0.00	10/06/2017	0.00	4,097.10	307.11
Totals	4,097.10		0.00	4,097.10	307.11

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1980 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "4"**

**EXHIBIT "4"**

**EXHIBIT "4"**

Arrearage Calculation Summary

Kellogg-Ghlbaudo v. Ghlbaudo (clone)

Report Date: 10/12/2017

Page: 1.

Summary of Amounts Due

Total Principal Due 10/06/2017:	\$4,633.00
Total Interest Due 10/06/2017:	\$247.96
Total Penalty Due 10/06/2017:	\$428.79
Amount Due if paid on 10/06/2017:	\$5,309.75
Amount Due if paid on 10/07/2017:	\$5,311.82
Daily Amount accruing as of 10/07/2017:	\$2.06

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
			0.00	819.00	0.00
05/01/2016	*819.00	05/01/2016	0.00	1,638.00	3.81
06/01/2016	*819.00	06/01/2016	0.00	2,457.00	11.19
07/01/2016	*819.00	07/01/2016	0.00	3,176.00	22.64
08/01/2016	*819.00	08/01/2016	100.00	2,576.00	25.98
08/08/2016	0.00	08/08/2016	600.00	2,457.00	29.08
08/16/2016	0.00	08/16/2016	119.00	2,626.00	35.48
09/01/2016	*819.00	09/02/2016	650.00	2,457.00	39.42
09/12/2016	0.00	09/12/2016	169.00	2,457.00	56.29
10/01/2016	*819.00	10/21/2016	819.00	2,726.00	63.30
11/01/2016	*819.00	11/07/2016	550.00	2,995.00	73.13
12/01/2016	*819.00	12/01/2016	550.00	3,164.00	94.90
01/01/2017	*819.00	01/14/2017	650.00	2,995.00	97.89
01/20/2017	0.00	01/20/2017	169.00	3,014.00	113.16
02/01/2017	*819.00	02/17/2017	800.00	2,995.00	113.64
02/18/2017	0.00	02/18/2017	19.00	3,164.00	118.83
03/01/2017	*819.00	03/01/2017	650.00	2,995.00	119.82
03/03/2017	0.00	03/03/2017	169.00	2,995.00	137.11
04/01/2017	*819.00	04/07/2017	819.00	2,995.00	154.44
05/01/2017	*819.00	05/11/2017	819.00	2,995.00	175.17
06/01/2017	*819.00	06/19/2017	819.00	2,995.00	195.85
07/01/2017	*819.00	07/24/2017	819.00	3,814.00	199.95
08/01/2017	*819.00	08/01/2017	0.00		

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Reports - MLaw

09/01/2017	*819.00	09/01/2017	0.00	4,633.00	220.20
10/06/2017	0.00	10/06/2017	0.00	4,633.00	247.96
Totals	13,923.00		9,290.00	4,633.00	247.96

\* Indicates a payment due is designated as child support.

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Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
05/01/2016	*819.00	819.00	6.94
06/01/2016	*819.00	1,638.00	20.36
07/01/2016	*819.00	3,176.00	41.17
08/01/2016	*819.00	2,576.00	47.25
08/08/2016	0.00	2,457.00	52.88
08/16/2016	0.00	2,626.00	64.51
09/02/2016	*819.00	2,457.00	71.69
09/12/2016	0.00	2,457.00	102.35
10/21/2016	*819.00	2,726.00	115.10
11/07/2016	*819.00	2,995.00	132.98
12/01/2016	*819.00	3,164.00	171.93
01/14/2017	*819.00	2,995.00	177.13
01/20/2017	0.00	3,014.00	203.69
02/17/2017	*819.00	2,995.00	204.52
02/18/2017	0.00	3,164.00	213.55
03/01/2017	*819.00	2,995.00	215.28
03/03/2017	0.00	2,995.00	245.35
04/07/2017	*819.00	2,995.00	275.49
05/11/2017	*819.00	2,995.00	311.53
06/19/2017	*819.00	2,995.00	345.41
07/24/2017	*819.00	2,995.00	351.97
08/01/2017	*819.00	3,814.00	384.37
09/01/2017	*819.00	4,633.00	428.79
10/06/2017	0.00	4,633.00	428.79
Totals	13,923.00		

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1980 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "5"**

**EXHIBIT "5"**

**EXHIBIT "5"**

# Arrearage Calculation Summary Kellogg-Ghlbaudo v. Ghlbaudo (clone)

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$10,265.00
Total Interest Due 10/06/2017:	\$589.27
Total Penalty Due 10/06/2017:	\$0.00
Amount Due if paid on 10/06/2017:	\$10,854.27
Amount Due if paid on 10/07/2017:	\$10,856.03
Daily Amount accruing as of 10/07/2017:	\$1.75

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
			0.00	1,681.00	0.00
05/01/2016	1,681.00	05/01/2016	0.00	3,362.00	7.83
06/01/2016	1,681.00	06/01/2016	0.00	5,043.00	22.98
07/01/2016	1,681.00	07/01/2016	0.00	6,193.00	61.63
08/01/2016	1,681.00	08/16/2016	531.00	5,493.00	74.66
08/30/2016	0.00	08/30/2016	700.00	4,493.00	75.49
08/31/2016	0.00	08/31/2016	1,000.00	5,533.00	86.37
09/01/2016	1,681.00	09/12/2016	641.00	4,533.00	92.19
09/19/2016	0.00	09/19/2016	1,000.00	6,033.00	119.04
10/01/2016	1,681.00	10/21/2016	181.00	4,033.00	123.57
10/26/2016	0.00	10/26/2016	2,000.00	5,714.00	127.21
11/01/2016	1,681.00	11/01/2016	0.00	7,395.00	152.97
12/01/2016	1,681.00	12/01/2016	0.00	8,568.00	214.58
01/01/2017	1,681.00	01/20/2017	408.00	8,090.00	228.24
01/30/2017	0.00	01/30/2017	578.00	9,690.00	256.95
02/01/2017	1,681.00	02/18/2017	81.00	8,690.00	270.69
02/27/2017	0.00	02/27/2017	1,000.00	9,962.00	276.70
03/01/2017	1,681.00	03/03/2017	409.00	9,820.00	281.41
03/06/2017	0.00	03/06/2017	142.00	9,242.00	313.89
03/27/2017	0.00	03/27/2017	578.00	10,742.00	331.50
04/01/2017	1,681.00	04/07/2017	181.00	9,742.00	338.27
04/11/2017	0.00	04/11/2017	1,000.00	8,742.00	342.87
04/14/2017	0.00	04/14/2017	1,000.00		

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04/24/2017	0.00	04/24/2017	1,000.00	7,742.00	356.64
04/28/2017	0.00	04/28/2017	1,000.00	6,742.00	361.52
05/01/2017	1,681.00	05/11/2017	181.00	6,242.00	377.97
05/16/2017	0.00	05/16/2017	1,000.00	7,242.00	384.47
05/25/2017	0.00	05/25/2017	1,000.00	6,242.00	394.73
06/01/2017	1,681.00	06/19/2017	181.00	7,742.00	424.08
06/29/2017	0.00	06/29/2017	819.00	6,923.00	436.28
07/01/2017	1,681.00	07/24/2017	951.00	7,653.00	472.35
07/27/2017	0.00	07/27/2017	750.00	6,903.00	476.28
08/01/2017	1,681.00	08/01/2017	0.00	8,584.00	482.19
09/01/2017	1,681.00	09/01/2017	0.00	10,265.00	527.75
10/06/2017	0.00	10/06/2017	0.00	10,265.00	589.27
Totals	28,577.00		10,312.00	10,265.00	589.27

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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**EXHIBIT "6"**

**EXHIBIT "6"**

**EXHIBIT "6"**

# Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$2,210.87
Total Interest Due 10/06/2017:	\$48.64
Total Penalty Due 10/06/2017:	\$80.08
Amount Due If paid on 10/06/2017:	\$2,339.61
Amount Due If paid on 10/07/2017:	\$2,340.59
Daily Amount accruing as of 10/07/2017:	\$0.98

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2017	*140.25	02/01/2017	0.00	140.25	0.00
03/01/2017	*140.25	03/01/2017	0.00	280.50	0.61
04/01/2017	*140.25	04/01/2017	0.00	420.75	1.98
05/01/2017	*267.89	05/01/2017	0.00	688.64	3.97
05/01/2017	*450.68	05/01/2017	0.00	1,139.32	3.97
06/01/2017	*267.89	06/01/2017	0.00	1,407.21	9.54
07/01/2017	*267.89	07/01/2017	0.00	1,675.10	16.19
08/01/2017	*267.89	08/01/2017	0.00	1,942.99	25.08
09/01/2017	*267.89	09/01/2017	0.00	2,210.88	35.39
10/06/2017	0.00	10/06/2017	0.00	2,210.88	48.64
Totals	2,210.88		0.00	2,210.88	48.64

\* Indicates a payment due is designated as child support.

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Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
02/01/2017	*140.25	140.25	1.08
03/01/2017	*140.25	280.50	3.46
04/01/2017	*140.25	420.75	6.92
05/01/2017	*267.89	688.64	6.92
05/01/2017	*450.68	1,139.32	16.59
06/01/2017	*267.89	1,407.21	28.16
07/01/2017	*267.89	1,675.10	42.39
08/01/2017	*267.89	1,942.99	58.89
09/01/2017	*267.89	2,210.88	80.09
10/06/2017	0.00	2,210.88	80.09
Totals	2,210.88		

\* Indicates a payment due is designated as child support.

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Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1980 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

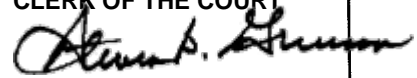
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\*End of Report\*



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6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff

10 **DISTRICT COURT**  
11 **FAMILY DIVISION**  
12 **CLARK COUNTY, NEVADA**

13 TARA KELLOGG,  
14 Plaintiff,

15 vs.

16 ALEX GHIBAUDO,  
17 Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/06/2017  
TIME OF HEARING: 9:00 A.M.


18 **NOTICE OF ENTRY OF ORDER**

19 TO: ALEX GHIBAUDO, Plaintiff in Proper Person

20 PLEASE TAKE NOTICE that the *Order from the October 6, 2017, Hearing*,  
21 was duly entered in the above action on the 13<sup>th</sup> day of November, 2017, by filing  
22 with the clerk of the court; a true and correct copy is attached.

23 DATED this 13<sup>th</sup> day of November, 2017.

24 WILICK LAW GROUP



25 MARSHAL S. WILICK, ESQ.

Nevada Bar No. 2515

TREVOR M. CREEL, ESQ.

Nevada Bar No. 11943

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Attorneys for Plaintiff

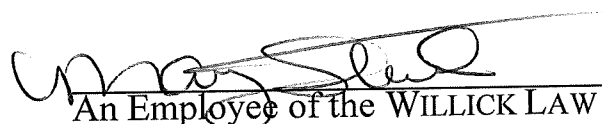
## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 13 day of November, 2017, I caused the above and foregoing entitled document *Notice of Entry of Order*, to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system.
- ☐ 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.
- ☐ Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.
- ☐ By hand delivery with signed Affidavit of Service.

To the address, email address, and/or facsimile number indicated below:

Alex Ghibaud, Esq.  
320 E. Charleston Blvd., No. 105  
Las Vegas, Nevada 89104  
abg1975@live.com  
***Defendant in Proper Person***

  
An Employee of the WILICK LAW GROUP

\\wlgserver\company\wp16\KELLOGG,TDRAFTS\00207342.WPD/VJ



*Steven D. Grierson*

**ORDER**  
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Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/6/17  
TIME OF HEARING: 9:00 A.M.

**ORDER FROM THE OCTOBER 6, 2017, HEARING**

This matter came on for an *Order to Show Cause* hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, considered the offers of proof submitted by the parties, and after hearing limited argument, hereby finds and orders as follows:

**THE COURT HEREBY FINDS:**

1. The parties were married on December 30, 2001; they have one minor child together, Nicole Ghibaudo, who is currently 16 years old.

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1           2. Tara filed a *Complaint for Divorce* on October 1, 2015.

2           3. Tara subsequently filed a *Motion* for temporary orders on October 20,  
3 2015.

4           4. Tara's *Motion* for temporary orders was heard by the Hon. Lisa M.  
5 Brown on November 19, 2015, at which time Judge Brown issued several orders (the  
6 "temporary financial orders").

7           5. Judge Brown ordered Alex to pay \$2,200 per month in family support  
8 during the pendency of the case, and that Alex would be responsible for maintaining  
9 and paying for Nicole and Tara's health insurance during the pendency of the case.

10          6. A *Decree of Divorce* was entered on February 1, 2017, relating back to  
11 a settlement reached in May, 2016, terminating some of the temporary financial  
12 orders and replacing them with obligations under the *Decree* (the "*Decree orders*").

13          7. Pursuant to the terms of the *Decree of Divorce*, Alex was required to  
14 provide Tara with child support in the amount of \$819 commencing on May 1, 2016.

15          8. The *Decree of Divorce* also provided that Alex was to provide and pay  
16 for the minor child's medical insurance and that the parties would equally share in the  
17 minor child's unreimbursed medical expenses pursuant to the 30/30 Rule.

18          9. Finally, the *Decree of Divorce* indicated that, starting on May 1, 2016,  
19 Alex was to pay Tara post-divorce family support each month in the minimum  
20 amount of \$2,500, or 50% of Alex's gross monthly income, whichever amount is  
21 greater, for a period of 15 years. That amount included the \$819 in child support  
22 detailed elsewhere in the *Decree of Divorce*.<sup>1</sup>

23          10. While this action was still in Department T, Judge Brown entered orders,  
24 detailed in both the *Order From the January 10, 2017, Hearing*, and the *Decree of*

25  
26  
27           <sup>1</sup> This necessarily meant that Alex was required to pay the minimum sum of \$1,681 in post-  
28 divorce alimony/spousal support, in addition to \$819 in child support; sums payable for spousal  
support over \$1,681 depended on Alex's gross monthly income.

1 *Divorce*, finding that Alex failed to abide by the temporary orders, which resulted in  
2 judgments being issued against him.

3 11. The following amounts relating to the temporary financial orders were  
4 reduced to judgment and made collectible by any and all lawful means, with legal  
5 interest accruing on the judgments as of January 10, 2017:

- 6 a. Temporary Family Support Arrears (relating to payments  
7 from December 1, 2015, through April 30, 2016): totaling  
8 \$3,425.18 with interest and penalties;<sup>2</sup>  
9 b. Temporary Medical Insurance Arrears (relating to  
10 insurance premiums for the minor child from December 1,  
11 2015, through January 10, 2017): totaling \$2,136.27 with  
12 interest and penalties; and  
13 c. Temporary Medical Insurance Arrears (relating to  
14 insurance premiums for Tara from December 1, 2015,  
15 through January 10, 2017): totaling \$4,225.15 with interest.

16 12. This case was administratively reassigned from Department T to  
17 Department H on July 7, 2017.

18 13. Tara filed an *Updated Cover Sheet for Schedules of Arrears* on  
19 September 15, 2017, wherein she detailed all of the payments Alex had made towards  
20 his minimum family support obligation of \$2,500 per month, and for Nicole's  
21 insurance premiums under the *Decree* through September 12, 2017.

22 14. At this point and prospectively, to ensure that penalties and interest are  
23 applied properly to the amounts owed, the Court will require a breakdown of Alex's  
24 child support arrears and alimony/spousal support arrears, which Mr. Creel shall  
25 provide to Alex. Penalties and interest should apply to Alex's child support arrears  
26 and medical insurance arrears, and only interest should apply to Alex's  
27 alimony/spousal support arrears or other non-child support sums.

28 <sup>2</sup> Interest and penalties were applied to this arrearage by Department T as there was no  
specification in the *Order* from the November 19, 2015, hearing as to what portion was child support  
and what portion was spousal support.

15. Alex's child support arrears from May 1, 2016, through September 12, 2017, provide that he owes the principal sum of \$4,633; that sum is \$5,260.25 with interest and penalties as of September 12, 2017.

16. Alex's alimony/spousal support arrears from May 1, 2016, through September 12, 2017, provide that he owes the minimum principal sum of \$10,265; that sum is \$10,812.09 with interest as of September 12, 2017.

17. Alex's medical insurance arrears relating to his obligation to provide medical insurance for the minor child from February 1, 2017, through September 12, 2017, indicate that he owes the principal sum of \$2,210.87; that sum is \$2,315.99 with interest and penalties as of September 12, 2017.

18. Alex also owes the principal sum of \$715.50 in unreimbursed medical expense arrears.

#### THE COURT HEREBY ORDERS:

1. Tara's request to reduce to judgment Alex's support, medical insurance, and unreimbursed medical expense arrears under the *Decree* orders is granted.

2. To prevent future confusion, all outstanding sums are recapitulated in this *Order* and brought current to the date of the hearing of this matter on October 6, 2017:

Under the temporary financial orders:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016):** the principal sum of \$2,870; that sum is \$3,762.13 with interest and penalties.<sup>3</sup>

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1,**

---

<sup>3</sup> See Exhibit 1, MLAW Arrearage Calculation Summary detailing Alex's temporary family support arrears.

2015, through January 10, 2017); the principal sum of \$1,963.50; that sum is \$2,366.80 with interest and penalties.<sup>4</sup>

- c. Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017); the principal sum of \$4,097.10; that sum is \$4,404.21 with interest.<sup>5</sup>

Under the Decree orders:

- a. Child Support Arrears (relating to payments from May 1, 2016, through September 30, 2017); the principal sum of \$4,633; that sum is \$5,309.75 with interest and penalties.<sup>6</sup>
- b. Alimony/Spousal Support Arrears (relating to payments from May 1, 2016, through September 30, 2017); the principal sum of \$10,265; that sum is \$10,854.27 with interest.<sup>7</sup>
- c. Medical Insurance Arrears (relating to insurance premiums for the minor child from February 1, 2017, through September 30, 2017); the principal sum of \$2,210.87; that sum is \$2,339.61 with interest and penalties.<sup>8</sup>
- d. Unreimbursed Medical Expense Arrears: totaling \$715.50.

All of these sums are hereby reduced to judgment as of October 6, 2017, and made collectible by any and all lawful means.

3. Based on the statements made by Alex in Open Court as to what he can pay in the next week, he shall pay to Tara, through the WILICK LAW GROUP, the sum of \$3,500 on or before the close of business on October 13, 2017.

<sup>4</sup> See Exhibit 2, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for the minor child.

<sup>5</sup> See Exhibit 3, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for Tara.

<sup>6</sup> See Exhibit 4, MLAW Arrearage Calculation Summary detailing Alex's current child support arrears.

<sup>7</sup> See Exhibit 5, MLAW Arrearage Calculation Summary detailing Alex's current alimony/spousal support arrears.

<sup>8</sup> See Exhibit 6, MLAW Arrearage Calculation Summary detailing Alex's current medical insurance arrears relating to insurance premiums for the minor child.

1 4. A Status Check regarding Alex's payment of \$3,500 is set for October  
2 16, 2017, at 11:00 a.m.

3 5. If Alex has paid the sum of \$3,500 on or before the close of business on  
4 October 13, 2017, the Court shall waive his personal appearance at the October 16,  
5 2017, Status Check and he may appear telephonically.

6 6. At the time of the Status Check, the Court will confirm when the next  
7 payment will be made by Alex to Tara with the goal of establishing a reasonable  
8 payment plan both prospectively and to satisfy outstanding arrearages.

9 7. To determine the reasonableness of any payment plan, Alex shall file a  
10 *Detailed Financial Disclosure Form* prior to October 16, 2017. It is understood that  
11 the last day for Alex to file his 2016 taxes is October 16, 2017, and per the terms of  
12 the *Decree*, his 2016 income information is to be supplied to Tara's counsel.

13 8. In accordance with filing a *Detailed Financial Disclosure Form*, Alex  
14 shall provide his most recent Schedule C Profit or Loss From Business, Form 1065  
15 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income  
16 Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US  
17 Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well  
18 as all documents supporting the numbers contained within his Schedules/Income  
19 Statements.

20 9. The issue of attorney's fees shall be deferred, with the understanding that  
21 Mr. Creel may prepare and submit a *Memorandum of Fees and Costs*.

22 \*\*\*\*\*

23 \*\*\*\*\*

24 \*\*\*\*\*

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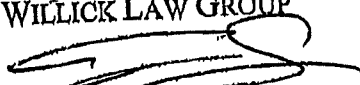
28 \*\*\*\*\*

1 10. Mr. Creel shall prepare the *Order* from today's hearing and provide it to  
2 Alex for his review as to form and content.

3 IT IS SO ORDERED this 7 day of November, 2017.

4  
5 **DISTRICT COURT JUDGE**

6 Respectfully Submitted By:  
7 WILICK LAW GROUP

8   
9 MARSHAL S. WILICK, ESQ.  
10 Nevada Bar No. 2515  
11 TREVOR M. CREEL, ESQ.  
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13 3591 E. Bonanza Road, Suite 200  
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15 Attorneys for Plaintiff

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17 T. ART RITCHIE, JR.  
18 Approved as to Form and Content By:  
19 ALEX B. GHIBAUDO, PC

20 SIGNATURE  
21 REFUSED

22 ALEX B. GHIBAUDO, ESQ.  
23 Nevada Bar No. 10592  
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28 Attorneys for Defendant

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**EXHIBIT "1"**

**EXHIBIT "1"**

**EXHIBIT "1"**



# Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$2,870.00
Total Interest Due 10/06/2017:	\$322.24
Total Penalty Due 10/06/2017:	\$569.88
Amount Due If paid on 10/06/2017:	\$3,762.13
Amount Due If paid on 10/07/2017:	\$3,763.40
Daily Amount accruing as of 10/07/2017:	\$1.27

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	660.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
07/01/2017	0.00	07/01/2017	0.00	2,870.00	274.57
10/06/2017	0.00	10/06/2017	0.00	2,870.00	322.24
Totals	11,000.00		8,130.00	2,870.00	322.24

\* Indicates a payment due is designated as child support.

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## Reports - MLaw

Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*2,200.00	2,200.00	18.68
01/01/2016	*2,200.00	6,340.00	55.95
02/01/2016	*2,200.00	5,640.00	75.01
02/12/2016	0.00	5,340.00	82.71
02/17/2016	0.00	3,540.00	95.84
02/26/2016	0.00	2,890.00	96.81
02/27/2016	0.00	4,440.00	103.35
03/04/2016	*2,200.00	3,790.00	111.84
03/11/2016	0.00	3,140.00	119.09
03/18/2016	0.00	2,480.00	125.10
03/25/2016	0.00	4,120.00	131.12
04/02/2016	*2,200.00	3,570.00	143.50
04/13/2016	0.00	3,470.00	146.43
04/16/2016	0.00	2,870.00	152.12
04/22/2016	0.00	2,870.00	207.01
07/01/2016	0.00	2,870.00	351.29
01/01/2017	0.00	2,870.00	493.61
07/01/2017	0.00	2,870.00	569.88
10/06/2017	0.00	2,870.00	569.88
Totals	11,000.00		

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "2"**

**EXHIBIT "2"**

**EXHIBIT "2"**

# Arrearage Calculation Summary

Kellogg v. Ghlbaudo

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$1,963.50
Total Interest Due 10/06/2017:	\$147.18
Total Penalty Due 10/06/2017:	\$256.11
Amount Due if paid on 10/06/2017:	\$2,366.80
Amount Due if paid on 10/07/2017:	\$2,367.67
Daily Amount accruing as of 10/07/2017:	\$0.87

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
			0.00	140.25	0.00
12/01/2015	*140.25	12/01/2015	0.00	280.50	0.62
01/01/2016	*140.25	01/01/2016	0.00	420.75	1.93
02/01/2016	*140.25	02/01/2016	0.00	561.00	3.76
03/01/2016	*140.25	03/01/2016	0.00	701.25	6.37
04/01/2016	*140.25	04/01/2016	0.00	841.50	9.54
05/01/2016	*140.25	05/01/2016	0.00	981.75	13.46
06/01/2016	*140.25	06/01/2016	0.00	1,122.00	17.88
07/01/2016	*140.25	07/01/2016	0.00	1,262.25	23.11
08/01/2016	*140.25	08/01/2016	0.00	1,402.50	28.99
09/01/2016	*140.25	09/01/2016	0.00	1,542.75	35.31
10/01/2016	*140.25	10/01/2016	0.00	1,683.00	42.50
11/01/2016	*140.25	11/01/2016	0.00	1,823.25	50.09
12/01/2016	*140.25	12/01/2016	0.00	1,963.50	58.58
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	114.57
07/01/2017	0.00	07/01/2017	0.00	1,963.50	147.18
10/06/2017	0.00	10/06/2017	0.00	1,963.50	147.18
Totals	1,963.50		0.00	1,963.50	147.18

\* Indicates a payment due is designated as child support.

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Reports - MLAW

Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*140.25	140.25	1.19
01/01/2016	*140.25	280.50	3.57
02/01/2016	*140.25	420.75	6.90
03/01/2016	*140.25	561.00	11.65
04/01/2016	*140.25	701.25	17.40
05/01/2016	*140.25	841.50	24.53
06/01/2016	*140.25	981.75	32.57
07/01/2016	*140.25	1,122.00	42.08
08/01/2016	*140.25	1,262.25	52.77
09/01/2016	*140.25	1,402.50	64.27
10/01/2016	*140.25	1,542.75	77.33
11/01/2016	*140.25	1,683.00	91.13
12/01/2016	*140.25	1,823.25	106.57
01/01/2017	*140.25	1,963.50	203.94
07/01/2017	0.00	1,963.50	256.12
10/06/2017	0.00	1,963.50	256.12
Totals	1,963.50		

\* Indicates a payment due is designated as child support.

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Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "3"**

**EXHIBIT "3"**

**EXHIBIT "3"**



# Arrearage Calculation Summary

**Kellogg v. Ghibaud**

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$4,097.10
Total Interest Due 10/06/2017:	\$307.11
Total Penalty Due 10/06/2017:	\$0.00
Amount Due If paid on 10/06/2017:	\$4,404.21
Amount Due If paid on 10/07/2017:	\$4,404.91
Daily Amount accruing as of 10/07/2017:	\$0.70

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
07/01/2017	0.00	07/01/2017	0.00	4,097.10	239.06
10/06/2017	0.00	10/06/2017	0.00	4,097.10	307.11
Totals	4,097.10		0.00	4,097.10	307.11

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1980 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "4"**

**EXHIBIT "4"**

**EXHIBIT "4"**

Arrearage Calculation Summary

Kellogg-Ghlbaudo v. Ghlbaudo (clone)

Report Date: 10/12/2017

Page: 1.

Summary of Amounts Due

Total Principal Due 10/06/2017:	\$4,633.00
Total Interest Due 10/06/2017:	\$247.96
Total Penalty Due 10/06/2017:	\$428.79
Amount Due if paid on 10/06/2017:	\$5,309.75
Amount Due if paid on 10/07/2017:	\$5,311.82
Daily Amount accruing as of 10/07/2017:	\$2.06

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
			0.00	819.00	0.00
05/01/2016	*819.00	05/01/2016			
			0.00	1,638.00	3.81
06/01/2016	*819.00	06/01/2016			
			0.00	2,457.00	11.19
07/01/2016	*819.00	07/01/2016			
			0.00	3,176.00	22.64
08/01/2016	*819.00	08/01/2016	100.00		
			600.00	2,576.00	25.98
08/08/2016	0.00	08/08/2016			
			119.00	2,457.00	29.08
08/16/2016	0.00	08/16/2016			
			119.00	2,626.00	35.48
09/01/2016	*819.00	09/02/2016	650.00		
			169.00	2,457.00	39.42
09/12/2016	0.00	09/12/2016			
			819.00	2,457.00	56.29
10/01/2016	*819.00	10/21/2016			
			550.00	2,726.00	63.30
11/01/2016	*819.00	11/07/2016			
			550.00	2,995.00	73.13
12/01/2016	*819.00	12/01/2016			
			650.00	3,164.00	94.90
01/01/2017	*819.00	01/14/2017			
			169.00	2,995.00	97.89
01/20/2017	0.00	01/20/2017			
			800.00	3,014.00	113.16
02/01/2017	*819.00	02/17/2017			
			19.00	2,995.00	113.64
02/18/2017	0.00	02/18/2017			
			650.00	3,164.00	118.83
03/01/2017	*819.00	03/01/2017			
			169.00	2,995.00	119.82
03/03/2017	0.00	03/03/2017			
			819.00	2,995.00	137.11
04/01/2017	*819.00	04/07/2017			
			819.00	2,995.00	154.44
05/01/2017	*819.00	05/11/2017			
			819.00	2,995.00	175.17
06/01/2017	*819.00	06/19/2017			
			819.00	2,995.00	195.85
07/01/2017	*819.00	07/24/2017			
			0.00	3,814.00	199.95
08/01/2017	*819.00	08/01/2017			

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Reports - MLaw

09/01/2017	*819.00	09/01/2017	0.00	4,633.00	220.20
10/06/2017	0.00	10/06/2017	0.00	4,633.00	247.96
Totals	13,923.00		9,290.00	4,633.00	247.96

\* Indicates a payment due is designated as child support.

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Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
05/01/2016	*819.00	819.00	6.94
06/01/2016	*819.00	1,638.00	20.36
07/01/2016	*819.00	3,176.00	41.17
08/01/2016	*819.00	2,576.00	47.25
08/08/2016	0.00	2,457.00	52.88
08/16/2016	0.00	2,626.00	64.51
09/02/2016	*819.00	2,457.00	71.69
09/12/2016	0.00	2,457.00	102.35
10/21/2016	*819.00	2,726.00	115.10
11/07/2016	*819.00	2,995.00	132.98
12/01/2016	*819.00	3,164.00	171.93
01/14/2017	*819.00	2,995.00	177.13
01/20/2017	0.00	3,014.00	203.69
02/17/2017	*819.00	2,995.00	204.52
02/18/2017	0.00	3,164.00	213.55
03/01/2017	*819.00	2,995.00	215.28
03/03/2017	0.00	2,995.00	245.35
04/07/2017	*819.00	2,995.00	275.49
05/11/2017	*819.00	2,995.00	311.53
06/19/2017	*819.00	2,995.00	345.41
07/24/2017	*819.00	2,995.00	351.97
08/01/2017	*819.00	3,814.00	384.37
09/01/2017	*819.00	4,633.00	428.79
10/06/2017	0.00	4,633.00	428.79
Totals	13,923.00		

\* Indicates a payment due is designated as child support.

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Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1980 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "5"**

**EXHIBIT "5"**

**EXHIBIT "5"**



# Arrearage Calculation Summary Kellogg-Ghlbaudo v. Ghlbaudo (clone)

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$10,265.00
Total Interest Due 10/06/2017:	\$589.27
Total Penalty Due 10/06/2017:	\$0.00
Amount Due if paid on 10/06/2017:	\$10,854.27
Amount Due if paid on 10/07/2017:	\$10,856.03
Daily Amount accruing as of 10/07/2017:	\$1.75

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
			0.00	1,681.00	0.00
05/01/2016	1,681.00	05/01/2016	0.00	3,362.00	7.83
06/01/2016	1,681.00	06/01/2016	0.00	5,043.00	22.98
07/01/2016	1,681.00	07/01/2016	0.00	6,193.00	61.63
08/01/2016	1,681.00	08/16/2016	531.00	5,493.00	74.66
08/30/2016	0.00	08/30/2016	700.00	4,493.00	75.49
08/31/2016	0.00	08/31/2016	1,000.00	5,533.00	86.37
09/01/2016	1,681.00	09/12/2016	641.00	4,533.00	92.19
09/19/2016	0.00	09/19/2016	1,000.00	6,033.00	119.04
10/01/2016	1,681.00	10/21/2016	181.00	4,033.00	123.57
10/26/2016	0.00	10/26/2016	2,000.00	5,714.00	127.21
11/01/2016	1,681.00	11/01/2016	0.00	7,395.00	152.97
12/01/2016	1,681.00	12/01/2016	0.00	8,568.00	214.58
01/01/2017	1,681.00	01/20/2017	408.00	8,090.00	228.24
01/30/2017	0.00	01/30/2017	578.00	9,690.00	256.95
02/01/2017	1,681.00	02/18/2017	81.00	8,690.00	270.69
02/27/2017	0.00	02/27/2017	1,000.00	9,962.00	276.70
03/01/2017	1,681.00	03/03/2017	409.00	9,820.00	281.41
03/06/2017	0.00	03/06/2017	142.00	9,242.00	313.89
03/27/2017	0.00	03/27/2017	578.00	10,742.00	331.50
04/01/2017	1,681.00	04/07/2017	181.00	9,742.00	338.27
04/11/2017	0.00	04/11/2017	1,000.00	8,742.00	342.87
04/14/2017	0.00	04/14/2017	1,000.00		

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04/24/2017	0.00	04/24/2017	1,000.00	7,742.00	356.64
04/28/2017	0.00	04/28/2017	1,000.00	6,742.00	361.52
05/01/2017	1,681.00	05/11/2017	181.00	6,242.00	377.97
05/16/2017	0.00	05/16/2017	1,000.00	7,242.00	384.47
05/25/2017	0.00	05/25/2017	1,000.00	6,242.00	394.73
06/01/2017	1,681.00	06/19/2017	181.00	7,742.00	424.08
06/29/2017	0.00	06/29/2017	819.00	6,923.00	436.28
07/01/2017	1,681.00	07/24/2017	951.00	7,653.00	472.35
07/27/2017	0.00	07/27/2017	750.00	6,903.00	476.28
08/01/2017	1,681.00	08/01/2017	0.00	8,584.00	482.19
09/01/2017	1,681.00	09/01/2017	0.00	10,265.00	527.75
10/06/2017	0.00	10/06/2017	0.00	10,265.00	589.27
Totals	28,577.00		10,312.00	10,265.00	589.27

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	6.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

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**EXHIBIT "6"**

**EXHIBIT "6"**

**EXHIBIT "6"**

# Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Page: 1

## Summary of Amounts Due

Total Principal Due 10/06/2017:	\$2,210.87
Total Interest Due 10/06/2017:	\$48.64
Total Penalty Due 10/06/2017:	\$80.08
Amount Due If paid on 10/06/2017:	\$2,339.61
Amount Due If paid on 10/07/2017:	\$2,340.59
Daily Amount accruing as of 10/07/2017:	\$0.98

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2017	*140.25	02/01/2017	0.00	140.25	0.00
03/01/2017	*140.25	03/01/2017	0.00	280.50	0.61
04/01/2017	*140.25	04/01/2017	0.00	420.75	1.98
05/01/2017	*267.89	05/01/2017	0.00	688.64	3.97
05/01/2017	*450.68	05/01/2017	0.00	1,139.32	3.97
06/01/2017	*267.89	06/01/2017	0.00	1,407.21	9.54
07/01/2017	*267.89	07/01/2017	0.00	1,675.10	16.19
08/01/2017	*267.89	08/01/2017	0.00	1,942.99	25.08
09/01/2017	*267.89	09/01/2017	0.00	2,210.88	35.39
10/06/2017	0.00	10/06/2017	0.00	2,210.88	48.64
Totals	2,210.88		0.00	2,210.88	48.64

\* Indicates a payment due is designated as child support.

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Child Support Penalty Table			
Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
02/01/2017	*140.25	140.25	1.08
03/01/2017	*140.25	280.50	3.46
04/01/2017	*140.25	420.75	6.92
05/01/2017	*267.89	688.64	6.92
05/01/2017	*450.68	1,139.32	16.59
06/01/2017	*267.89	1,407.21	28.16
07/01/2017	*267.89	1,675.10	42.39
08/01/2017	*267.89	1,942.99	58.89
09/01/2017	*267.89	2,210.88	80.09
10/06/2017	0.00	2,210.88	80.09
Totals	2,210.88		

\* Indicates a payment due is designated as child support.

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Reports - MLaw

Notes:

Payments are applied to oldest unpaid balance.  
Interest and penalties are calculated using number of days past due.  
Payments apply to principal amounts only.  
Interest is not compounded, but accrued only.  
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1980 to Jun 1979	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		

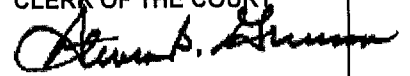
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\*End of Report\*



**ORDER**

WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
Nevada Bar No. 2515  
3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/16/17  
TIME OF HEARING: 11:00 A.M.

**ORDER FROM THE OCTOBER 16, 2017, HEARING**

This matter came on for a *Status Check* at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorney, Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, and after hearing limited argument, hereby finds and orders as follows:

**THE COURT HEREBY FINDS:**

1. Pursuant to the Court's *Order* from the October 6, 2017, hearing, Alex was required to pay the sum of \$3,500 on or before October 13, 2017.

2. Alex paid the sum of \$3,500 via wire transfer to Tara on Thursday, October 12, 2017.



1           3.     The parties stipulated to the entry of an updated *Mutual No Contact and*  
2 *Behavioral Order*, which will supersede the prior orders of the Court regarding their  
3 communications with one another.  
4

5                   **THE COURT HEREBY ORDERS:**

6           1.     Based on the statements made by Alex in Open Court at the hearing held  
7 on October 6, 2017, and the Court's requirement that Alex satisfy his current  
8 obligations and arrears in a timely fashion, Alex shall pay to Tara, through the  
9 WILICK LAW GROUP, the sum of \$3,500 on or before November 12, 2017.

10           2.     Another Status Check regarding Alex's payment of \$3,500 is set for  
11 November 13, 2017, at 11:00 a.m.

12           3.     At the time of the Status Check, the Court will confirm when the next  
13 payment will be made by Alex to Tara with the goal of establishing a reasonable  
14 payment plan both prospectively and to satisfy outstanding arrearages.

15           4.     Alex shall file a *Detailed Financial Disclosure Form* and shall provide  
16 Tara and her counsel with his personal and business tax returns for 2016 prior to  
17 November 13, 2017.

18           5.     In accordance with filing a *Detailed Financial Disclosure Form*, Alex  
19 shall provide his most recent Schedule C Profit or Loss From Business, Form 1065  
20 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income  
21 Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US  
22 Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well  
23 as all documents supporting the numbers contained within his Schedules/Income  
24 Statements.

25           6.     The issue of attorney's fees shall be deferred to the next status check.

26           \*\*\*\*\*


27           \*\*\*\*\*

28           \*\*\*\*\*

1           7. Mr. Creel shall prepare the *Order* from today's hearing and provide it to  
2 Alex for his review as to form and content.

3           **IT IS SO ORDERED** this 20 day of November, 2017.

4  
5  
6 Respectfully Submitted By:  
7 WILICK LAW GROUP

8   
9 MARSHAL S. WILICK, ESQ.  
10 Nevada Bar No. 2515  
11 TREVOR M. CREEL, ESQ.  
12 Nevada Bar No. 11943  
13 3591 E. Bonanza Road, Suite 200  
14 Las Vegas, Nevada 89110-2101  
15 Attorneys for Plaintiff

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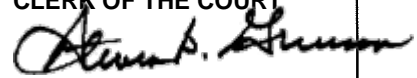
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18 **DISTRICT COURT JUDGE**

19 T. ART RITCHIE, JR. *kp*

20 Approved as to Form and Content By:  
21 ALEX B. GHIBAUDO, PC

22 **SIGNATURE**  
23 **REFUSED**

24 ALEX B. GHIBAUDO, ESQ.  
25 Nevada Bar No. 10592  
26 CHRISTOPHER A. AARON, ESQ.  
27 Nevada Bar No. 9489  
28 703 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Attorneys for Defendant



1 **NEOJ**  
2 **WILICK LAW GROUP**  
3 **MARSHAL S. WILICK, ESQ.**  
4 Nevada Bar No. 2515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff

10  
11  
12 **DISTRICT COURT**  
13 **FAMILY DIVISION**  
14 **CLARK COUNTY, NEVADA**

15  
16  
17 TARA KELLOGG,  
18  
19 Plaintiff,

20 vs.

21 ALEX GHIBAUDO,  
22  
23 Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/16/2017  
TIME OF HEARING: 9:00 A.M.

24  
25 **NOTICE OF ENTRY OF ORDER**

26 TO: ALEX GHIBAUDO, Plaintiff in Proper Person

27 PLEASE TAKE NOTICE that the *Order from the October 16, 2017, Hearing,*  
28 was duly entered in the above action on the 27<sup>th</sup> day of November, 2017, by filing

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

1 with the clerk of the court; a true and correct copy is attached.

2 DATED this 21<sup>st</sup> day of November, 2017.

3 WILICK LAW GROUP

4   
5 MARSHAL S. WILICK, ESQ.

6 Nevada Bar No. 2515

7 TREVOR M. CREEL, ESQ.

8 Nevada Bar No. 11943

9 3591 E. Bonanza Road, Suite 200

10 Las Vegas, NV 89110-2101

11 (702) 438-4100

12 Attorneys for Plaintiff

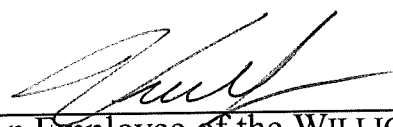
## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 29 day of November, 2017, I caused the above and foregoing entitled document *Notice of Entry of Order*, to be served as follows:

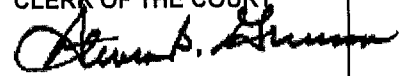
- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system.
- ☐ 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.
- ☐ Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.
- ☐ By hand delivery with signed Affidavit of Service.

To the address, email address, and/or facsimile number indicated below:

Alex Ghibaudo, Esq.  
320 E. Charleston Blvd., No. 105  
Las Vegas, Nevada 89104  
[abg1975@live.com](mailto:abg1975@live.com)  
***Defendant in Proper Person***

  
An Employee of the WILICK LAW GROUP

P:\wp16\KELLOGG,T\DRAFTS\00209450.WPD/VJ



**ORDER**

WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
Nevada Bar No. 2515  
3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/16/17  
TIME OF HEARING: 11:00 A.M.

**ORDER FROM THE OCTOBER 16, 2017, HEARING**

This matter came on for a *Status Check* at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorney, Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, and after hearing limited argument, hereby finds and orders as follows:

**THE COURT HEREBY FINDS:**

1. Pursuant to the Court's *Order* from the October 6, 2017, hearing, Alex was required to pay the sum of \$3,500 on or before October 13, 2017.

2. Alex paid the sum of \$3,500 via wire transfer to Tara on Thursday, October 12, 2017.

1           3.     The parties stipulated to the entry of an updated *Mutual No Contact and*  
2 *Behavioral Order*, which will supersede the prior orders of the Court regarding their  
3 communications with one another.

4  
5           **THE COURT HEREBY ORDERS:**

6           1.     Based on the statements made by Alex in Open Court at the hearing held  
7 on October 6, 2017, and the Court's requirement that Alex satisfy his current  
8 obligations and arrears in a timely fashion, Alex shall pay to Tara, through the  
9 WILICK LAW GROUP, the sum of \$3,500 on or before November 12, 2017.

10           2.     Another Status Check regarding Alex's payment of \$3,500 is set for  
11 November 13, 2017, at 11:00 a.m.

12           3.     At the time of the Status Check, the Court will confirm when the next  
13 payment will be made by Alex to Tara with the goal of establishing a reasonable  
14 payment plan both prospectively and to satisfy outstanding arrearages.

15           4.     Alex shall file a *Detailed Financial Disclosure Form* and shall provide  
16 Tara and her counsel with his personal and business tax returns for 2016 prior to  
17 November 13, 2017.

18           5.     In accordance with filing a *Detailed Financial Disclosure Form*, Alex  
19 shall provide his most recent Schedule C Profit or Loss From Business, Form 1065  
20 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income  
21 Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US  
22 Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well  
23 as all documents supporting the numbers contained within his Schedules/Income  
24 Statements.

25           6.     The issue of attorney's fees shall be deferred to the next status check.

26           \*\*\*\*\*


27           \*\*\*\*\*

28           \*\*\*\*\*

1           7. Mr. Creel shall prepare the *Order* from today's hearing and provide it to  
2 Alex for his review as to form and content.

3           **IT IS SO ORDERED** this 20 day of November, 2017.

4  
5  
6 Respectfully Submitted By:  
7 WILICK LAW GROUP

8   
9 MARSHAL S. WILICK, ESQ.  
10 Nevada Bar No. 2515  
11 TREVOR M. CREEL, ESQ.  
12 Nevada Bar No. 11943  
13 3591 E. Bonanza Road, Suite 200  
14 Las Vegas, Nevada 89110-2101  
15 Attorneys for Plaintiff

16 \\wlgserver\company\wp16\KELLOGG,T\DRAFTS\00203877.WPD

17   
18 **DISTRICT COURT JUDGE**

19 T. ART RITCHIE, JR.

20 Approved as to Form and Content By:  
21 ALEX B. GHIBAUDO, PC

22 **SIGNATURE**  
23 **REFUSED**

24 ALEX B. GHIBAUDO, ESQ.  
25 Nevada Bar No. 10592  
26 CHRISTOPHER A. AARON, ESQ.  
27 Nevada Bar No. 9489  
28 703 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Attorneys for Defendant





ORD  
LEAVITT LAW FIRM  
DENNIS M. LEAVITT, ESQ.  
Nevada Bar No. 3757  
Dennis@LeavittLawFirm.com  
FRANK A. LEAVITT, ESQ.  
Nevada Bar No. 13907  
Frank@LeavittLawFirm.com  
229 Las Vegas Blvd. So.  
Las Vegas, Nevada 89101  
(702) 384-3963  
(702) 384-6105 (Fax)  
*Attorney for Plaintiff,*  
TARA KELLOGG-GHIBAUDO

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

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,  
  
vs.  
  
ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D  
  
DEPT. NO.: H  
  
Hearing Date: 12/20/2017  
  
Hearing Time: 9:00 a.m.

**ORDER**

**THIS MATTER HAVING COME ON** for hearing before the above-entitled Court; and the Plaintiff, Tara Kellogg, appearing in person with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaud, Esq., appearing in Proper Person, representing himself;

The Defendant stated he paid \$4,500.00 this morning and the Court NOTED Defendant wants to work this out with some type of settlement;

The Court stated it needs to make sure the Plaintiff gets paid monthly and the Court NOTED that Plaintiff is not accepting what Defendant states he is earning;

The Defendant stated he can make a payment of \$2,500.00 by January 10, 2018; and

1 The Defendant alleged the Plaintiff is still sharing his financial information with  
2 other people; and

3 The Court having before it all the papers and pleadings on file herein and being  
4 fully advised in the premises, good cause appearing therefore,

5 **IT IS HEREBY ORDERED** that Attorney Leavitt may conduct a little  
6 DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS.

7 **IT IS FURTHER HEREBY ORDERED** that Attorney Leavitt is NOT TO SHARE  
8 that information with any other persons and any DOCUMENTS produced in  
9 DISCOVERY are CONFIDENTIAL.

10 **IT IS FURTHER HEREBY ORDERED** that Defendant shall pay Plaintiff  
11 \$2,500.00 by 1/12/2018. The Court will SET the matter ON CALENDAR if an  
12 AFFIDAVIT is received that Defendant has not paid what was ordered. As soon as  
13 Defendant FILES his 2016 TAX RETURN, he is to PROVIDE Attorney Leavitt with a  
14 copy of said return.

15 DATED this 17 day of January 2018.

16   
17 **DISTRICT COURT JUDGE** *kp*

18 T ART RITCHIE, JR.

19 Respectfully Submitted By:

20 **LEAVITT LAW FIRM**

21   
22 **DENNIS M. LEAVITT, ESQ.**

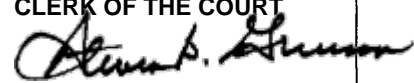
23 Nevada Bar No. 3757

24 229 Las Vegas Blvd. So.

25 Las Vegas, Nevada 89101

26 Attorney for Plaintiff,

27 TARA KELLOGG-GHIBAUDO  
28



NEOJ  
LEAVITT LAW FIRM  
DENNIS M. LEAVITT, ESQ.  
Nevada Bar No. 3757  
Dennis@LeavittLawFirm.com  
FRANK A. LEAVITT, ESQ.  
Nevada Bar No. 13907  
Frank@LeavittLawFirm.com  
229 Las Vegas Blvd. So.  
Las Vegas, Nevada 89101  
(702) 384-3963  
(702) 384-6105 (Fax)  
Attorney for Plaintiff,  
TARA KELLOGG-GHIBAUO

DISTRICT COURT  
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUO,  
Plaintiff,  
vs.  
ALEX GHIBAUO,  
Defendant.

CASE NO.: D-15-522043-D

DEPT. NO.: H

Hearing Date: 12/20/2017

Hearing Time: 9:00 a.m.

**NOTICE OF ENTRY OF ORDER**

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an *Order* was entered in the above-captioned matter on the 19<sup>th</sup> day of January, 2018. A true and correct copy is attached hereto.

DATED this 22 day of January 2018.

LEAVITT LAW FIRM




DENNIS M. LEAVITT, ESQ.

Nevada Bar No. 3757  
229 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Telephone: (702) 384-3963  
Facsimile: (702) 384-6105  
Attorney for TARA KELLOGG-GHIBAUO

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 22 day of January 2018, I caused a true and correct copy of the foregoing document entitled **NOTICE OF ENTRY OF ORDER** be electronically served pursuant to the Nevada Rules of Civil Procedure 5(b), EDCR 8.05, and Administrative Order 14-2 to the following:

**ALEX GHIBAUDO**  
alex@abgpc.com

  
\_\_\_\_\_  
Leah Brown,  
An employee of LEAVITT LAW FIRM



ORD  
LEAVITT LAW FIRM  
DENNIS M. LEAVITT, ESQ.  
Nevada Bar No. 3757  
Dennis@LeavittLawFirm.com  
FRANK A. LEAVITT, ESQ.  
Nevada Bar No. 13907  
Frank@LeavittLawFirm.com  
229 Las Vegas Blvd. So.  
Las Vegas, Nevada 89101  
(702) 384-3963  
(702) 384-6105 (Fax)  
*Attorney for Plaintiff,*  
TARA KELLOGG-GHIBAUDO

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

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,  
  
vs.  
  
ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D  
  
DEPT. NO.: H  
  
Hearing Date: 12/20/2017  
  
Hearing Time: 9:00 a.m.

**ORDER**

**THIS MATTER HAVING COME ON** for hearing before the above-entitled Court; and the Plaintiff, Tara Kellogg, appearing in person with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibauo, Esq., appearing in Proper Person, representing himself;

The Defendant stated he paid \$4,500.00 this morning and the Court NOTED Defendant wants to work this out with some type of settlement;

The Court stated it needs to make sure the Plaintiff gets paid monthly and the Court NOTED that Plaintiff is not accepting what Defendant states he is earning;

The Defendant stated he can make a payment of \$2,500.00 by January 10, 2018; and

1 The Defendant alleged the Plaintiff is still sharing his financial information with  
2 other people; and

3 The Court having before it all the papers and pleadings on file herein and being  
4 fully advised in the premises, good cause appearing therefore,

5 **IT IS HEREBY ORDERED** that Attorney Leavitt may conduct a little  
6 DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS.

7 **IT IS FURTHER HEREBY ORDERED** that Attorney Leavitt is NOT TO SHARE  
8 that information with any other persons and any DOCUMENTS produced in  
9 DISCOVERY are CONFIDENTIAL.

10 **IT IS FURTHER HEREBY ORDERED** that Defendant shall pay Plaintiff  
11 \$2,500.00 by 1/12/2018. The Court will SET the matter ON CALENDAR if an  
12 AFFIDAVIT is received that Defendant has not paid what was ordered. As soon as  
13 Defendant FILES his 2016 TAX RETURN, he is to PROVIDE Attorney Leavitt with a  
14 copy of said return.

15 DATED this 17 day of January 2018.

16   
17 **DISTRICT COURT JUDGE** *kp*

18 T ART RITCHIE, JR.

19 Respectfully Submitted By:

20 **LEAVITT LAW FIRM**

21   
22 **DENNIS M. LEAVITT, ESQ.**

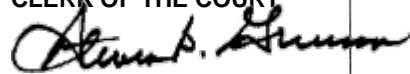
23 Nevada Bar No. 3757

24 229 Las Vegas Blvd. So.

25 Las Vegas, Nevada 89101

26 Attorney for Plaintiff,

27 TARA KELLOGG-GHIBAUDO  
28



OSC  
LEAVITT LAW FIRM  
DENNIS M. LEAVITT, ESQ.  
Nevada Bar No. 3757  
Dennis@LeavittLawFirm.com  
FRANK A. LEAVITT, ESQ.  
Nevada Bar No. 13907  
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229 Las Vegas Blvd. So.  
Las Vegas, Nevada 89101  
(702) 384-3963  
(702) 384-6105 (Fax)  
Attorney for Plaintiff,  
TARA KELLOGG-GHIBAUDDO

DISTRICT COURT  
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDDO,  
Plaintiff,  
vs.  
ALEX GHIBAUDDO,  
Defendant.

CASE NO.: D-15-522043-D  
DEPT. NO.: H

ORDER TO SHOW CAUSE

The Court, having reviewed the *Affidavit of Dennis M. Leavitt, Esq. in Support of Having Defendant, Alex Ghibauddo, Jailed for Blatant Contempt of this Court's Orders* attached thereto, and the papers and pleadings filed, hereby finds that there is good cause to grant Defendant an Order To Show Cause.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Defendant, ALEX GHIBAUDDO, shall appear on the 13th day of March, 2018 at 9:00 Am before the Eighth Judicial District Court – Regional Justice Center, Department H, located at 200 Lewis Avenue, Las Vegas, NV, 89155 to show cause, if any, why he should not be held in contempt for:

1. Defendant was ordered on December 20, 2017 to pay Plaintiff \$2,500.00 as and for spousal support by January 12, 2018. Defendant has **failed** to comply with this obligation that was ordered by this Honorable Court. An Affidavit was submitted by Dennis M. Leavitt, Esq. on January 22, 2018 as requested by the Court if Defendant did not satisfy his obligation.
2. Discovery was propounded upon Defendant on January 19, 2018 by Plaintiff; however, Defendant has stated he REFUSES and will NOT respond to said Discovery requests. **See Affidavit attached.**
3. Violating the Behavior Order on file herein.

DATED this 12 day of February 2018.

  
DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

LEAVITT LAW FIRM

  
DENNIS M. LEAVITT, ESQ.  
Nevada Bar No. 3757  
229 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Telephone: (702) 384-3963  
Facsimile: (702) 384-6105  
Attorney for TARA KELLOGG-GHIBAUDO

OSC  
KELLOGG-GHIBAUDO vs. GHIBAUDO  
CASE NO.: D-15-522043-D





**AFF**  
**LEAVITT LAW FIRM**  
**DENNIS M. LEAVITT, ESQ.**  
Nevada Bar No. 3757  
Dennis@LeavittLawFirm.com  
**FRANK A. LEAVITT, ESQ.**  
Nevada Bar No. 13907  
Frank@LeavittLawFirm.com  
229 Las Vegas Blvd. So.  
Las Vegas, Nevada 89101  
(702) 384-3963  
(702) 384-6105 (Fax)  
*Attorney for Plaintiff,*  
**TARA KELLOGG-GHIBAUDO**

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

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,  
  
vs.  
  
ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D  
  
DEPT. NO.: H

**AFFIDAVIT OF DENNIS M. LEAVITT, ESQ. IN SUPPORT OF HAVING DEFENDANT,**  
**ALEX GHIBAUDO, JAILED FOR BLATENT CONTEMPT OF THIS COURT'S**  
**ORDERS**

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

1. That your Affiant is an attorney duly license to practice law in the State of Nevada and is counsel of record for the Plaintiff in this case, TARA KELLOGG-GHIBAUDO.
2. That an Order was filed with this Honorable Court on November 27, 2017 from the October 16, 2017 hearing whereby beginning at line 1 through line 3 on page 2

1 of that Order states that the parties stipulated to the entry of an updated mutual No  
2 Contact and Behavior Order, which would supersede the prior Orders of the Court  
3 regarding their communications with one another. Please see **Exhibit 1**.

4 3. Furthermore, the same Order referenced above states that the issue of  
5 attorney's fees shall be deferred to the next Status Check.

6 4. That a hearing before this Honorable Court was held on December 20, 2017  
7 whereby Defendant was ordered to make a payment of \$2,500.00 by January 12, 2018  
8 and that attorney Leavitt may conduct Discovery into Defendant's tax returns and bank  
9 accounts.

10 5. That Defendant failed to make the \$2,500.00 payment by January 12, 2018  
11 as ordered.

12 6. That Defendant willfully breached the mutual No Contact and Behavior  
13 Order by sending text messages to TARA KELLOGG-GHIBAUDO that are attached  
14 hereto as **Exhibit 2**.

15 7. These text messages are vulgar and simply meant to harass TARA  
16 KELLOGG-GHIBAUDO.

17 8. That in response to the undersigned counsel for TARA KELLOGG-  
18 GHIBAUDO's emails to the Defendant inquiring about payment, Defendant willfully stated  
19 that he would not answer Discovery stating, "you had 60 days to complete Discovery. It  
20 has been 30 days since the last hearing. Discovery should have been propounded by  
21 now. It was not, so I will not answer anything sent". Again, Defendant wishes to play by  
22 his own rules as written Discovery was propounded upon the Defendant and e-served  
23 upon the Defendant on January 19, 2018.

24 9. That much of TARA KELLOGG-GHIBAUDO's displeasure comes from the  
25 fact that Defendant is failing to meet his obligations to his daughter and mother of his  
26 daughter, but yet is paying his girlfriend large sums of money through his law firm.  
27 Defendant denied this in writing and now wishes to withhold responses to Discovery  
28

1 because he knows full well that these responses will prove that he is paying his girlfriend  
2 through his law firm.

3 10. That in an email from the Defendant to the undersigned sent on January 19,  
4 2018 at 4:51 pm the Defendant stated, "by the way, you can tell your client that though I  
5 have never paid my girlfriend a penny for anything since I met her, I am putting her on  
6 payroll effective immediately in the position of Marketing Director at a salary of \$48,000.00  
7 per year".

8 11. That the Defendant is copying his girlfriend on his emails even though this  
9 is a sealed case.

10 12. That the Defendant, Alex Ghibaudo, Esq. continues to thumb his nose at  
11 this Court's Orders because he has gotten away with it and unless this Court shows the  
12 Defendant that he cannot continue to simply thumb his nose at this Court's orders, nothing  
13 will change. Please see **Exhibit 3**.

14 13. That the Defendant is in willful contempt of this Court's orders that he pay  
15 his support to his family and apparently thinks that the mutual No Contact and Behavior  
16 Order allows him to berate and harass the mother of his daughter.

17 14. That Defendant's conduct is particularly egregious because he is flaunting  
18 the fact that he will willfully violate this Court's Orders while at the same time diverting  
19 available funds directly to his girlfriend.

20 15. That TARA KELLOGG-GHIBAUDO respectfully requests that this  
21 Honorable Court enter an Order finding the Defendant in willful contempt of Court and  
22 sentencing him to twenty-five (25) days in the Clark County Detention Center with a cash  
23 only bail of \$5,000.00.

24 ///

25 ///

26 ///

27 ///

28 ///

LEAVITT LAW FIRM  
229 Las Vegas Blvd. So., Las Vegas, NV 89101  
(702) 384-3963 - fax (702) 384-6105

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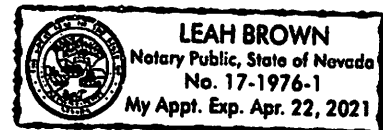
16. Furthermore, TARA KELLOGG-GHIBAUDO also requests that this Honorable Court further enforce its previous Order and order the Defendant to answer properly propounded written Discovery requests that were propounded upon him on January 19, 2018.

**FURTHER YOUR AFFIANT SAYETH NAUGHT**

DATED this \_\_\_\_ day of January 2018.

  
DENNIS M. LEAVITT, ESQ.

SUBSCRIBED and SWORN to before me  
this 22 day of January, 2018.



  
NOTARY PUBLIC in and for said  
COUNTY and STATE

# **EXHIBIT 1**



**ORDER**  
WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
Nevada Bar No. 2515  
3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,  
Plaintiff,

vs.

ALEX GHIBAUDO,  
Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/16/17  
TIME OF HEARING: 11:00 A.M.

**ORDER FROM THE OCTOBER 16, 2017, HEARING**

This matter came on for a *Status Check* at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorney, Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, and after hearing limited argument, hereby finds and orders as follows:

**THE COURT HEREBY FINDS:**

1. Pursuant to the Court's *Order* from the October 6, 2017, hearing, Alex was required to pay the sum of \$3,500 on or before October 13, 2017.

2. Alex paid the sum of \$3,500 via wire transfer to Tara on Thursday, October 12, 2017.

1           3.     The parties stipulated to the entry of an updated *Mutual No Contact and*  
2 *Behavioral Order*, which will supersede the prior orders of the Court regarding their  
3 communications with one another.  
4

5                   **THE COURT HEREBY ORDERS:**

6           1.     Based on the statements made by Alex in Open Court at the hearing held  
7 on October 6, 2017, and the Court's requirement that Alex satisfy his current  
8 obligations and arrears in a timely fashion, Alex shall pay to Tara, through the  
9 WILLOCK LAW GROUP, the sum of \$3,500 on or before November 12, 2017.

10          2.     Another Status Check regarding Alex's payment of \$3,500 is set for  
11 November 13, 2017, at 11:00 a.m.

12          3.     At the time of the Status Check, the Court will confirm when the next  
13 payment will be made by Alex to Tara with the goal of establishing a reasonable  
14 payment plan both prospectively and to satisfy outstanding arrearages.

15          4.     Alex shall file a *Detailed Financial Disclosure Form* and shall provide  
16 Tara and her counsel with his personal and business tax returns for 2016 prior to  
17 November 13, 2017.

18          5.     In accordance with filing a *Detailed Financial Disclosure Form*, Alex  
19 shall provide his most recent Schedule C Profit or Loss From Business, Form 1065  
20 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income  
21 Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US  
22 Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well  
23 as all documents supporting the numbers contained within his Schedules/Income  
24 Statements.

25          6.     The issue of attorney's fees shall be deferred to the next status check.

26                 \*\*\*\*\*

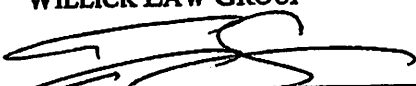
27                 \*\*\*\*\*

28                 \*\*\*\*\*

1           7. Mr. Creel shall prepare the *Order* from today's hearing and provide it to  
2 Alex for his review as to form and content.

3           IT IS SO ORDERED this 20 day of November, 2017.

4  
5  
6 Respectfully Submitted By:  
7 WILICK LAW GROUP

8   
9 MARSHAL S. WILICK, ESQ.  
10 Nevada Bar No. 2515  
11 TREVOR M. CREEL, ESQ.  
12 Nevada Bar No. 11943  
13 3591 E. Bonanza Road, Suite 200  
14 Las Vegas, Nevada 89110-2101  
15 Attorneys for Plaintiff

16 \w\lgszrvr\compen\map16\KELLOGG\_TDRAFTS\00203577.WPD

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28  
  
DISTRICT COURT JUDGE

T. ART RITCHIE, JR. *4p*  
Approved as to Form and Content By:  
ALEX B. GHIBAUDO, PC  
SIGNATURE  
REFUSED

ALEX B. GHIBAUDO, ESQ.  
Nevada Bar No. 10592  
CHRISTOPHER A. AARON, ESQ.  
Nevada Bar No. 9489  
703 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Attorneys for Defendant



# **EXHIBIT 2**



AG



Alex

Today 5:09 PM

This isn't a game. To you it's all fun and games. You destroyed my life, I'm trying to rebuild it, and you are again trying to tear me down. I owe you no

thing. I owe you no loyalty, not now, not ever. I will never stop fighting you. You are the worse human being I've ever met. I want nothing to do with yo

u. Have some fucking decency and leave me alone! Have you not done enough to my life? Have you not fucked me over



Text Message





AG



Alex

destroyed my life, I'm  
trying to rebuild it, and you  
are again trying to tear me  
down. I owe you no

thing. I owe you no loyalty,  
not now, not ever. I will  
never stop fighting you.  
You are the worse human  
being I've ever met. I want  
nothing to do with yo

u. Have some fucking  
decency and leave me  
alone! Have you not done  
enough to my life? Have  
you not fucked me over  
enough? I truly despise  
your very exist

ence. You are abhorrent.



Text Message



# **EXHIBIT 3**



1 **RPLY**  
2 **WILICK LAW GROUP**  
3 **MARSHAL S. WILICK, ESQ.**  
4 Nevada Bar No. 002515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff  
10

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

15 **TARA KELLOGG,**  
16 **Plaintiff,**  
17

18 **vs.**

19 **ALEX GHIBAUDO,**  
20 **Defendant.**  
21

**CASE NO: D-15-522043-D**  
**DEPT. NO: H**

**DATE OF HEARING: 10/6/2017**  
**TIME OF HEARING: 9:00 A.M.**

22 **REPLY TO "OPPOSITION TO PLAINTIFF'S MOTION"**

23 **I. INTRODUCTION**

24 Alex truly believes that he is beyond reproach. In a shameless attempt at  
25 distracting the Court from the primary issues before it, i.e., Alex's refusal to comply  
26 with the financial orders contained within the parties' *Decree of Divorce*, he spends  
27 approximately 11 of his 12 pages lamenting Tara's request that he be held in  
28 contempt for violating the *No Contact Order* and basically ignoring his egregious  
conduct for the better part of a year on the premise that "Tara made me do it."<sup>1</sup> When

<sup>1</sup> His references to Tara's e-mails to him on March 1, 2017, after she received text messages from Alex's girlfriend, Elske Shipp, which contained sexually explicit photos of Elske and Alex is similarly unavailing. Indeed, even in the communications he references, he calls Tara a "shitty

1 he does reference the primary issues before this Court, he does so in one footnote and  
2 specifically acknowledges that he is in arrears, and that those arrears are substantial.

3 To be clear, Alex has admitted as follows:

- 4 \* 1. That he has not provided the parties' minor child with medical  
5 insurance, nor has he paid anything towards her insurance premiums  
6 pursuant to the parties' agreement and the *Decree of Divorce*.  
7 \* 2. That he has failed to provide Tara with payment regarding the minor  
8 child's unreimbursed medical expenses in accordance with the parties'  
9 agreement and the *Decree of Divorce*.  
10 \* 3. That he has failed to satisfy even the *minimum* amount due and owing  
11 relating to his post-divorce family support in accordance with the  
12 parties' agreement and the *Decree of Divorce*.  
13 \* 4. That he has paid nothing towards the debt incurred during the marriage  
14 for which he was made solely responsible pursuant to the parties'  
15 agreement and the *Decree of Divorce*.  
16 \* 5. That he has violated the *Mutual No Contact Order* and consistently  
17 engaged in unproductive, vindictive, and hateful communications with  
18 Tara.

19 Despite this Court's admonition at the last hearing and warning that bad things  
20 could happen to Alex in the event he failed to satisfy his financial obligations to his  
21 former spouse of 15 years, Alex has not paid Tara a penny since that hearing. That's  
22 right, no family support payment in August, and none in September, as of this writing.

23 Alex has also indicated that he has no intentions of providing any of the  
24 discovery that we requested on the premise that his responses are not due until after  
25 the discovery period closes. If that is Alex's prerogative, fine, but he *should know*  
26 that it is not our burden to establish that he could have paid support. Instead, it is *his*  
27 burden to prove why he should not be held in contempt, and to establish, with  
28 documentary evidence, that he can't even satisfy the minimum obligations under the  
parties' *Decree*; he has not even filed a *Financial Disclosure Form* as ordered by this  
Court.

mother."

1 We believe that his refusal to participate in the discovery process, provide a  
2 detailed rendition of all of his income and expenses, or even supply an updated  
3 *Financial Disclosure Form* is indicative of the reality that Alex can absolutely satisfy  
4 his obligations. He wants credit for paying \$1,000 per week for approximately two  
5 months while simultaneously claiming that he can't possibly pay \$2,500 per month.  
6 In other words, he can't pay \$2,500 per month but can pay \$4,000 per month so long  
7 as Tara "stays in line." His use of financial support as a means of "controlling" Tara  
8 is reprehensible, and is made even worse by the fact that he is an officer of this Court.

9 Accordingly, Tara respectfully reiterates her requests that the Court issue the  
10 following orders:

11 1. Holding Alex in contempt for his violations of the *Mutual No*  
12 *Contact Order*, and the *Decree of Divorce*.

13 2. Reducing the following amounts to judgment, and making them  
14 collectible by any and all lawful means as of September 12, 2017:

15 a. **Minimum Family Support Arrears** – principal sum of  
16 \$14,898, and \$17,023.52, with interest and penalties.<sup>2</sup>

17 b. **Medical Insurance Arrears** – principal sum of \$2,210.87, and  
18 \$2,315.99, with interest and penalties.<sup>3</sup>

19 c. **(Principal) Unreimbursed Medical Expense Arrears** –  
20 \$715.50.

21 3. Monetarily sanctioning Alex in the amount of \$500 for *each and*  
22 *every one of his contempts*, which consist of the following:

23 a. *Twelve* separate violations of the family support provision  
24 contained within the *Decree of Divorce*;<sup>4</sup>

25 b. *Eleven* separate violations of the terms of the *Mutual No*  
26 *Contact Order*;

27 <sup>2</sup> See Exhibit 17, which is attached to Updated Cover Sheet for Schedules of Arrears, filed  
28 September 15, 2017.

<sup>3</sup> See Exhibit 16, which is attached to Updated Cover Sheet for Schedules of Arrears, filed  
September 15, 2017.

<sup>4</sup> This represents *twelve* separate months in which Alex has failed to pay the minimum family  
support sum of \$2,500.

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- c. *Nine* separate violations of the medical insurance provision contained within the *Decree of Divorce*;
  - d. *Three* independent violations of the unreimbursed medical expense provision in the *Decree of Divorce*; and
  - e. *Seven* independent violations of the marital debt provision outlined in the *Decree of Divorce*.
4. Enforcing the gross monthly income provision of the *Decree of Divorce* by requiring Alex to provide his tax return and all supporting financial information for purposes of determining his family support obligation.
5. Joining Alex's various business entities to this case and reverse piercing the corporate veil to help assist Tara in collecting that to which she is rightfully owed.
6. Awarding Tara the entirety of her attorney's fees and costs.

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ORD  
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*Attorney for Plaintiff,*  
TARA KELLOGG-GHIBAUDO

DISTRICT COURT  
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO,  
Plaintiff,  
vs.  
ALEX GHIBAUDO,  
Defendant.

CASE NO.: D-15-522043-D  
DEPT. NO.: H  
Hearing Date: 12/20/2017  
Hearing Time: 9:00 a.m.

ORDER

THIS MATTER HAVING COME ON for hearing before the above-entitled Court; and the Plaintiff, Tara Kellogg, appearing in person with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaud, Esq., appearing in Proper Person, representing himself;

The Defendant stated he paid \$4,500.00 this morning and the Court NOTED Defendant wants to work this out with some type of settlement;

The Court stated it needs to make sure the Plaintiff gets paid monthly and the Court NOTED that Plaintiff is not accepting what Defendant states he is earning;

The Defendant stated he can make a payment of \$2,500.00 by January 10, 2018; and

1 The Defendant alleged the Plaintiff is still sharing his financial information with  
2 other people; and

3 The Court having before it all the papers and pleadings on file herein and being  
4 fully advised in the premises, good cause appearing therefore,

5 **IT IS HEREBY ORDERED** that Attorney Leavitt may conduct a little  
6 DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS.

7 **IT IS FURTHER HEREBY ORDERED** that Attorney Leavitt is NOT TO SHARE  
8 that information with any other persons and any DOCUMENTS produced in  
9 DISCOVERY are CONFIDENTIAL.

10 **IT IS FURTHER HEREBY ORDERED** that Defendant shall pay Plaintiff  
11 \$2,500.00 by 1/12/2018. The Court will SET the matter ON CALENDAR if an  
12 AFFIDAVIT is received that Defendant has not paid what was ordered. As soon as  
13 Defendant FILES his 2016 TAX RETURN, he is to PROVIDE Attorney Leavitt with a  
14 copy of said return.

15 DATED this 17 day of January 2018.

16   
17 DISTRICT COURT JUDGE *kp*

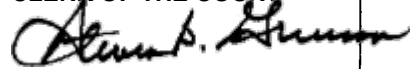
18 T ART RITCHIE, JR.

19 Respectfully Submitted By:

20 LEAVITT LAW FIRM

21   
22 DENNIS M. LEAVITT, ESQ.

23 Nevada Bar No. 3757  
24 229 Las Vegas Blvd. So.  
25 Las Vegas, Nevada 89101  
26 Attorney for Plaintiff,  
27 TARA KELLOGG-GHIBAUDO  
28



**ORD**  
**LEAVITT LAW FIRM**  
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*Attorney for Plaintiff,*  
**TARA KELLOGG-GHIBAUDO**

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,  
  
vs.  
  
ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D

DEPT. NO.: H

**ORDER**

**THIS MATTER HAVING COME ON** before the above-entitled Court for a hearing; and Plaintiff, Tara Kellogg-Ghibaudo appearing in person and with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq. appearing in person and representing himself; and the Court stated the agreement was Defendant was required to pay Plaintiff the minimum of \$2,500 per month. Further, there has to be clear and convincing evidence for there to be direct civil contempt and this Court has jurisdiction to enforce. The Court stated for purposes of contempt, Defendant was to pay no less than \$2,500 per month. Court stated the Defendant's admission that payment was not made is what prompted this Evidentiary Hearing being set. Attorney Ghibaudo stated the Orders are crystal clear and he is not contesting that he has not paid what was ordered. Court stated this is a indirect civil contempt hearing and this is the last resort. Attorney Ghibaudo

1 admitted he has not paid for January through March 2018. The parties were sworn and  
2 testified from their tables; good cause appearing therefore;

3 **COURT FINDS**, there is a clear Order of Defendant's obligation to pay and there  
4 is a finding of contempt.

5 **THEREFORE, IT IS HEREBY ORDERED** that Defendant shall be SENTENCED  
6 to TWO (2) DAYS in the Clark County Detention Center, which SENTENCE shall be  
7 STAYED upon Defendant's PAYMENT of \$7,500.00 (three months of \$2,500.00 each) by  
8 March 30, 2018. If Defendant pays the \$7,500.00, he can bring a request to PURGE the  
9 CONTEMPT. To PURGE the CONTEMPT, Defendant shall pay the Plaintiff DIRECTLY.

10 **IT IS FURTHER ORDERED** that if Defendant is required to serve the SENTENCE  
11 of 2 DAYS for CONTEMPT, the SENTENCE shall take place on the WEEKEND,  
12 Defendant shall APPEAR at the Clark County Detention Center, and Defendant shall be  
13 REMANDED on a Friday and RELEASED on a Sunday. All REMAINING ISSUES shall  
14 be DEFERRED.

15 DATED this 27 day of March 2018.

16  
17  
18   
DISTRICT COURT JUDGE

19 T. ART RITCHIE, JR. *Kp*

20 Respectfully Submitted By:

21 LEAVITT LAW FIRM

22   
23 DENNIS M. LEAVITT, ESQ.

24 Nevada Bar No. 3757

25 229 Las Vegas Blvd. So.

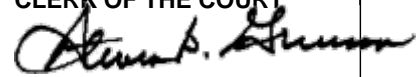
26 Las Vegas, Nevada 89101

27 (702) 384-3963

28 (702) 384-6105 (Fax)

Attorney for Plaintiff,

TARA KELLOGG-GHIBAUDO



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(702) 384-3963  
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Attorneys for TARA KELLOGG-GHIBAUDO

**District Court  
Clark County, Nevada**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO.: D-15-522043-D

DEPT. NO.: H

**NOTICE OF ENTRY OF ORDER**

YOU AND EACH OF YOU will please take notice that an *Order* was filed in the above-captioned matter on the 28<sup>th</sup> day of March 2018. A true and correct copy of the same is attached hereto.

DATED this 28<sup>th</sup> day of March 2018.

LEAVITT LAW FIRM

By: 

DENNIS M. LEAVITT, ESQ.

Nevada Bar No. 3757

229 Las Vegas Boulevard South

Las Vegas, Nevada 89101

(702) 384-3963

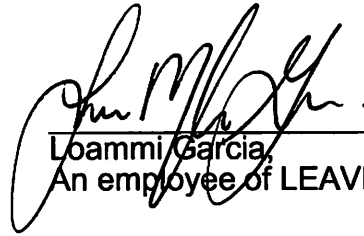
(702) 384-6105 (Fax)

Attorneys for TARA KELLOGG-GHIBAUDO

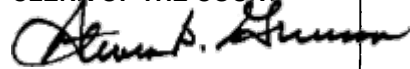
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 28<sup>th</sup> day of March 2018, I caused a true and correct copy of the foregoing document entitled **NOTICE OF ENTRY OF ORDER** to be mailed pursuant to the Nevada Rules of Civil Procedure 5(b), EDCR 8.05, and Administrative Order 14-2 and via United States Mail, within a sealed envelope, postage pre-paid thereon, and addressed as follows:

**ALEX GHIBAUDO**  
alex@abgpc.com



Loammi Garcia  
An employee of LEAVITT LAW FIRM



**ORD**  
**LEAVITT LAW FIRM**  
**DENNIS M. LEAVITT, ESQ.**  
Nevada Bar No. 3757  
Dennis@LeavittLawFirm.com  
**FRANK A. LEAVITT, ESQ.**  
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(702) 384-3963  
(702) 384-6105 (Fax)  
*Attorney for Plaintiff,*  
**TARA KELLOGG-GHIBAUDO**

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,  
  
vs.  
  
ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D

DEPT. NO.: H

**ORDER**

**THIS MATTER HAVING COME ON** before the above-entitled Court for a hearing; and Plaintiff, Tara Kellogg-Ghibaudo appearing in person and with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq. appearing in person and representing himself; and the Court stated the agreement was Defendant was required to pay Plaintiff the minimum of \$2,500 per month. Further, there has to be clear and convincing evidence for there to be direct civil contempt and this Court has jurisdiction to enforce. The Court stated for purposes of contempt, Defendant was to pay no less than \$2,500 per month. Court stated the Defendant's admission that payment was not made is what prompted this Evidentiary Hearing being set. Attorney Ghibaudo stated the Orders are crystal clear and he is not contesting that he has not paid what was ordered. Court stated this is a indirect civil contempt hearing and this is the last resort. Attorney Ghibaudo

1 admitted he has not paid for January through March 2018. The parties were sworn and  
2 testified from their tables; good cause appearing therefore;

3 **COURT FINDS**, there is a clear Order of Defendant's obligation to pay and there  
4 is a finding of contempt.

5 **THEREFORE, IT IS HEREBY ORDERED** that Defendant shall be SENTENCED  
6 to TWO (2) DAYS in the Clark County Detention Center, which SENTENCE shall be  
7 STAYED upon Defendant's PAYMENT of \$7,500.00 (three months of \$2,500.00 each) by  
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9 CONTEMPT. To PURGE the CONTEMPT, Defendant shall pay the Plaintiff DIRECTLY.

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13 REMANDED on a Friday and RELEASED on a Sunday. All REMAINING ISSUES shall  
14 be DEFERRED.

15 DATED this 27 day of March 2018.

16  
17   
18 **DISTRICT COURT JUDGE** xp

19 T. ART RITCHIE, JR.

20 Respectfully Submitted By:

21 **LEAVITT LAW FIRM**

22   
23 **DENNIS M. LEAVITT, ESQ.**

24 Nevada Bar No. 3757

25 229 Las Vegas Blvd. So.

26 Las Vegas, Nevada 89101

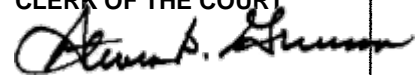
27 (702) 384-3963

28 (702) 384-6105 (Fax)

Attorney for Plaintiff,

TARA KELLOGG-GHIBAUDO





**MOT**

RADFORD J. SMITH, CHARTERED  
RADFORD J. SMITH, ESQ.  
Nevada State Bar No. 002791  
2470 St. Rose Parkway, Suite 206  
Henderson, Nevada 89074  
Telephone: (702) 990-6448  
Facsimile: (702) 990-6456  
rsmith@radfordsmith.com  
*Attorneys for Defendant*

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
FAMILY DIVISION**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO.: D-15-522043-D

DEPT NO.: H

**ORAL ARGUMENT: YES**

**NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 CALENDAR DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 CALENDAR DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.**

**DEFENDANT'S MOTION TO MODIFY SPOUSAL SUPPORT**

Defendant, ALEX GHIBAUDO ("Alex"), by and through his attorney, Radford J. Smith, Esq. of Radford J. Smith, Chartered and submits the following points and authorities in support of his Motion to Modify Spousal Support. Alex moves for the Court's Order as follows:

1           1.     Vacating as void that portion of the Court's February 1, 2017 Decree of  
2 Divorce directing Plaintiff to pay alimony to Defendant;  
3

4           2.     For a hearing on the issue of alimony, and a determination of a reasonable  
5 amount of alimony pending evidentiary hearing;  
6

7           3.     In the alternative, for a modification of the current alimony order based upon  
8 Plaintiff's breach of the alimony terms contained in the Decree, and based upon the change  
9 of circumstances arising from that breach;  
10

11          4.     For an order directing Plaintiff to pay the attorney's fees and costs incurred in  
12 the prosecution of this motion;  
13

14          5.     For such other and further relief as the court finds appropriate in the premises.  
15                 Defendant's Motions are made and based upon all pleadings and papers on file in this  
16 matter, the points and authorities attached hereto, the evidence submitted with the Motion,  
17 and any oral argument or evidence adduced at the time of the hearing of this matter.  
18

19                 DATED this 27 day of May 2019.  
20

21                 RADFORD J. SMITH, CHARTERED  
22

23                 \_\_\_\_\_  
24                 RADFORD J. SMITH, ESQ.  
25                 Nevada State Bar No. 002791  
26                 2470 St. Rose Parkway, Suite 206  
27                 Henderson, Nevada 89074  
28                 Attorney for Defendant

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## I.

Plaintiff Tara Kellogg-Ghibaudo (“Tara”) and Defendant Alex Ghibaudo (“Alex”) were married on December 30, 2001. The parties are the parents of one minor child, Nicole Ghibaudo, born May 17, 2001. Tara filed her Complaint for Divorce on October 1, 2015 through her then counsel, Sigal Chattah, Esq. Alex filed his Answer and Counterclaim in proper person on November 11, 2015.

3

1 At the settlement conference, the parties reached an agreement for the terms of a  
2 “legal separation” (deemed a “Decree of Separate Maintenance” under Nevada law). That  
3 settlement was read into the minutes of the Court on that date. The minutes of that hearing  
4 state:  
5

6 A Decree of Legal Separation will be entered. At any time either party may  
7 seek a termination of the Decree of Legal Separation and pursue a Decree of  
8 Divorce.  
9

10 As part of their agreement for a legal separation, the parties agreed that Alex would  
11 pay child support and spousal support to Tara. That portion of the minutes reads:  
12

13 Defendant will pay Plaintiff the sum of \$2500.00 per month in ALIMONY;  
14 this amount includes \$819.00 that is attributable towards Child Support.  
15

16 Minutes dated May 18, 2016. The minutes then reflect rather confusing terms that link  
17 Alex’s alimony obligation to his “GMI” (gross monthly income). Those provisions may  
18 make sense when the parties were contemplating reconciliation, which would presumably  
19 had made both parties’ incomes community property, but they made little sense for a  
20 divorce.  
21

22 The parties did not reconcile. In or about June 2016, Tara’s counsel, Sigal Chattah,  
23 Esq., provided a draft Decree of Separate Maintenance, a tacit acknowledgment that the  
24 parties had never agreed to the terms of a Decree of Divorce. Shortly after doing so, Ms.  
25 Chattah began making demands that were inconsistent with the terms agreed in the  
26 settlement conference. Alex advised Ms. Chattah that if the parties were not going to agree  
27  
28

1 to the terms contained in the record at the settlement conference, they should set aside the  
2 agreement and set the matter for trial, an obvious request to proceed forward on divorce.

3  
4 Tara then changed counsel to Trevor Creel, Esq. who sent Alex a letter proposing a  
5 draft Decree of Divorce, not a Decree of Separate Maintenance. (Exhibit "A"). Alex  
6 responded by letter indicating that he did not agree with the terms of the proposed Decree,  
7 and specifically did *not* agree with the terms of the support obligation. (Exhibit "B").  
8 Without citing any evidence of an agreement for a divorce, or any agreement for support  
9 terms upon divorce, Tara's counsel nevertheless sought the summary entry of a Decree of  
10 Divorce containing the terms that had only been agreed as part of "Legal Separation." *See*,  
11 Motion for Entry of a Decree of Divorce, filed November 15, 2016.  
12  
13  
14

15 On November 29, 2016. Alex filed his Opposition and Countermotion in which he  
16 objected to the summary filing of the Decree by the Court. The court, after hearing, entered  
17 a Decree of Divorce without Alex's consent or signature, and over his objection. The  
18 Decree was filed on February 1, 2017, with Notice of Entry served on February 3, 2017.  
19  
20

21 Alex filed motions to set aside the Decree that the Judge Brown denied. Regardless  
22 of that legal status, the question now arises whether this court may modify the existing  
23 order, and when doing so, is the court obligated to recognize the "agreement" of the parties  
24 regarding support. As discussed below, there never was a meeting of the minds or any  
25 cognizable agreement regarding *post-divorce* spousal support, either in term or amount.  
26 The agreement that Judge Brown relied upon to enter a Decree without trial was *only* an  
27 agreement regarding the terms of a legal separation. Thus, the district court is not bound  
28

1 by that agreement either as a contract, and because whatever agreement the court used was  
2 incorporated into the decree, and thus is modifiable. Further, as stated below, the basis for  
3 the terms in the decree are contrary to clear statutory law, and are thus voidable.  
4

5 Even if the court were to ignore the defects in both procedure, law and contract that  
6 are the basis of the current order, Tara should be estopped from enforcing the terms of the  
7 agreement because of her violation of those terms both expressly, and by her violation of  
8 the implied covenant of good faith and fair dealing.  
9  
10

11 **1. THE DISTRICT COURT WAS WITHOUT JURISDICTION TO ENTER A**  
12 **SUMMARY DECREE OF DIVORCE CONTAINING SUPPORT TERMS**  
13 **THAT WERE NOT AGREED TO BY THE PARTIES**

14 The parties agreed to the terms of a “legal separation” that they acknowledged into  
15 the minutes of the court. The terms of that agreement constitute enforceable stipulation  
16 under EDCR 7.50. The question raised by the facts of this case is, however, “what did the  
17 parties agree to?” In *Grisham v. Grisham*, 128 Nev. 679, 685, 289 P.3d 230, 234 (2012)  
18 the court held:  
19  
20

21 When parties to pending litigation enter into a settlement, they enter into a  
22 contract. Such a contract is subject to general principles of contract law. *Id.* [. . .]  
23 a stipulated settlement agreement requires mutual assent, or a ‘meeting of  
24 the minds,’ on ‘the contract's essential terms.’ ‘A valid contract cannot exist  
25 when material terms are lacking or are insufficiently certain and definite’ for  
26 a court ‘to ascertain what is required of the respective parties’ and to ‘compel  
27 compliance’ if necessary.

28 Here, the minutes of the Court are clear; the parties only agreed to a “Legal Separation.”  
Tara cannot dispute that fact because she affirmed it in her pleadings. In her Motion for  
Entry of a Decree of Divorce, filed November 15, 2016, Tara recognized that the parties

1 had agreed that Tara's counsel, then Ms. Chattah, would prepare the *Decree of Legal*  
2 *Separation.*” Motion, page 5, lines 11-12. (Emphasis in Original). The only explanation  
3 for the submission of a Decree of Divorce by Tara's then counsel, Trevor Creel, Esq. was,  
4 “After it became evident that Alex may not cooperate in effectuating the terms of the parties’  
5 agreement, Tara retained us and we prepared a comprehensive *Decree of Divorce.*”  
6 Plaintiff's Motion for Entry of Decree of Divorce, [Etc.] at page 5.  
7

8  
9 Tara's understanding of the parties' agreement was expressed in the draft “DECREE  
10 OF LEGAL SEPARATION” that *was* prepared by Ms. Chattah and sent to Alex for his  
11 review and signature. (See June 6, 2016 email from Ms. Chattah to Alex and the attached  
12 Decree of Legal Separation, filed as Exhibit's “C” and “D” in support of this Motion). In  
13 that proposed Decree of Legal Separation, Ms. Chattah expressly cites NRS 125.190,  
14 125.210, 125.230 and 125.280, claiming that all the conditions of those statutes had been  
15 met. Those statutes are the relevant statutes associated with the entry of a Decree of Separate  
16 Maintenance, Nevada's version of a decree of legal separation, not a Decree of Divorce.  
17  
18  
19  
20

21 The procedure, limits on the Court, and limits on the content in those statutes are  
22 different than what is contained in the grant of power to enter a Decree of Divorce in NRS  
23 125.150. Unlike a Decree of Divorce, a district court may change, modify or revoke its  
24 orders under those statutes “from time to time,” and there is no time limit set for that  
25 modification other than the “joint lives of the parties.” NRS 125.210 (4). Divorce Decrees  
26 regarding property rights may only be modified by stipulation of the parties (NRS  
27 125.150(7); NRCP 60(b)), and alimony provisions may only be modified upon a showing  
28

1 of “changed circumstances” or a reduction of a payor spouse. NRS 125.150 (8); NRS  
2 125.150 (12). There are no such limitations in the language defining the court’s ability to  
3 modify a Decree of Legal Separation. The distinction between a decree of “legal  
4 separation” and a divorce decree was a material provision of the parties’ agreement, and  
5 that distinction was ignored by Judge Brown when she summarily entered a Decree over  
6 Alex’s objection.  
7

8  
9 Equally important, no Decree of Separate Maintenance was ever finalized or ordered  
10 by the Court as contemplated by the parties’ stipulation. Judge Brown was left only with  
11 the parties’ oral agreement read into the minutes at the settlement hearing. NRS 123.080  
12 reads:  
13  
14

15 A husband and wife cannot by any contract with each other alter their legal  
16 relations except as to property, and except that they may agree to an immediate  
17 separation and may make provision for the support of either of them and of  
18 their children during such separation.

19 Thus, when entering an agreement that was not for a divorce, but instead contemplated the  
20 continuation of a marriage during separation, the express language of NRS 123.080 prevents  
21 the parties from entering (they “cannot contract”) any binding agreement for support beyond  
22 the period of the parties’ separation. Separation in this context must be given its plain  
23 meaning – the period before reconciliation or divorce. That type of support was what the  
24 parties contemplated when negotiating a “legal separation.” Had they been contemplating  
25 that the support provisions would continue after entry of a divorce decree, they could have  
26 stated that they were doing so as part of the stipulation read into the minutes of the court.  
27  
28



1 Because the parties did not agree to permanent alimony after divorce, the stipulation cannot  
2 be read to grant the Court to grant permanent alimony. Alex made that clear to Mr. Creel,  
3 who substituted into the case and asserted, contrary to the draft agreement prepared by Ms.  
4 Chattah, that the parties had agreed to alimony after divorce. Alex made clear to Mr. Creel  
5 that he never agreed that the provisions of support to facilitate a “legal separation” would  
6 define support in a divorce. (See, Letter from Alex Ghibaudo to Trevor Creel dated October  
7 5, 2016, submitted as Exhibit “E” in support of this Opposition).

11 Contrary to the implied finding of Judge Brown when she entered the Decree of  
12 Divorce, there was no agreement regarding spousal support. Noticeably absent from the  
13 Decree is an analysis of the factors or written findings required by NRS 125.150(9), nor any  
14 stated basis for the district court’s award. Failure to include findings of fact regarding the  
15 alimony prevents any reviewing court from understanding the basis of the alimony award.  
16 Here, there was no basis for such an award except the reliance on an agreement that could  
17 not legally resolve the issue of alimony.

21 Moreover, there were substantial questions of fact at the time of the Decree that  
22 required an evidentiary hearing as a matter of due process. Those issues included whether  
23 the divorce contemplated a change in circumstances from the agreement reached regarding  
24 a “legal separation.” Here, the summary entry of the Decree deprived Alex of any ability  
25 to challenge the amount of alimony. Even if the court found that an agreement regarding  
26 spousal support had been made months earlier, the court should have held a hearing to  
27  
28

1 determine whether the alimony was equitable under the factors set forth in NRS 125.150.

2 In *Allen v. Allen*, 112 Nev. 1230, 1233, 925 P.2d 503, 504 (1996), the court stated:

3  
4 All the wife is claiming in this case is that the property was not divided equally  
5 or fairly and that she should have the right to present her claims to the court.  
6 The April 23, 1993 decree was based entirely upon an oral agreement of a  
7 year before, and the court was not entitled to enter such a decree without first  
8 hearing the merits of the claims asserted by the wife relative to the unfair  
9 property disposition inherent in the enforcement of the April 29, 1992, oral  
10 agreement.

11 *See also,*

12 Moreover, Nevada statute strictly defines those instances in which a Court may enter  
13 a summary disposition of the issues in a divorce case. NRS 125.181. Based upon the  
14 Court's failure to recognize the limits of the parties' contract contemplating a legal  
15 separation, its failure to hold an evidentiary hearing, its denial of due process to Alex, and  
16 its failure to render findings on the issue of alimony, the Court should vacate the alimony  
17 provisions of the summary Decree of Divorce and set the matter for evidentiary hearing on  
18 the issue of alimony.  
19  
20

## 21 **2. THE PROVISIONS OF THE DECREE REGARDING SPOUSAL SUPPORT** 22 **ARE VOID**

23 As indicated above, the agreement of the parties was for a legal separation (Decree  
24 of Separate Maintenance), a fact that was expressly recognized in the minutes of the Court  
25 and by Tara in her pleadings. The statutory basis for a district court to enter an order for  
26 support in a Decree of Legal Separation is defined in NRS 125.210(1)(c) that reads that a  
27 court may, in an action for legal separation, may, "Order or decree the payment of a *fixed*  
28

1 *sum of money* for the support of the other spouse and their children.” The court’s Decree  
2 in this case does not contain a fixed sum of money, but instead is contingent upon various  
3 factors. Alex submits that the Court should find that the current provisions are void, and  
4 revise the Decree by rendering findings incorporating the factors under NRS 125.150(8)  
5 directing the payment of a fixed sum of alimony for a reasonable period.  
6  
7

8 **3. THE CHANGE OF CIRCUMSTANCES SINCE THE PARTIES’**  
9 **SETTLEMENT CONFERENCE JUSTIFIES A REVIEW OF ALEX’S**  
10 **OBLIGATION OF ALIMONY**

11 Nevada law permits a modification of alimony upon a change in circumstances. NRS  
12 125.150(8). The circumstances underlying the Court’s award of alimony changed before  
13 the entry of the Decree. The Court based its Decree regarding alimony based upon the  
14 erroneous presumption that the parties had agreed to the terms of a Divorce Decree prior  
15 to its entry. The evidence demonstrates they did not.  
16  
17

18 The only logical explanation for the parties’ agreement that Alex would support Tara  
19 by providing her a significant percentage of his income was the sharing of community  
20 income during a time of attempted reconciliation. The motivations for doing so are  
21 substantially different than the circumstances arising from a contemplated divorce that  
22 would end any right to community income. Moreover, at the time of the negotiation of the  
23 “legal separation,” Alex was unemployed, and did not have a fixed income so the parties  
24 used a base amount with a percentage of income as a formula for addressing Alex’s  
25 obligation. Tara was a college student that represented that she would complete her degree.  
26  
27  
28

1 shortly after the mediation, and the parties' incorporated that representation into the terms  
2 of the legal separation. Those terms read:  
3

4       Upon Tara obtaining full-time employment (more than 32 hours per week),  
5 the monthly support payment that Alex is required to pay may be-recalculated  
6 to an amount of no less than 50% of the difference between the parties' gross  
7 monthly income. Regardless of the difference, Tara shall receive the  
minimum sum of \$2500 per month.

8 The clear intent and anticipation of the bargained for exchange was that Tara would seek  
9 employment.  
10

11       Since the time of the mediation, and the time of the Decree, Alex's income has  
12 stabilized in his own firm. Tara's circumstances are different than what she represented  
13 because she has, contrary to her representations, failed to finalize her degree or seek gainful  
14 employment to allow the offset contemplated by the terms of the stipulated settlement. All  
15 these factors are changes of circumstances that mandate a modification of are terms that  
16 are no longer just nor equitable.  
17  
18

19  
20       **4. TARA SHOULD BE ESTOPPED FROM ENFORCING THE DECREE**  
21 **REGARDING ALIMONY, AND HER FAILURE TO COMPLY WITH THE**  
22 **TERMS OF THE DECREE REQUIRE THE MODIFICATION OF THE**  
**ALIMONY PROVISIONS**

23       Even if the Court were to find that the alimony terms contained in the Decree of  
24 Divorce are enforceable, Tara has not complied with those terms. As quoted above, the  
25 terms of the Decree contemplate that Tara would complete her degree and that her income  
26 would act as an offset to Alex's obligation. Upon information and belief, she has failed to  
27 complete her degree, and has yet to be employed. Her bad faith failure to pursue her degree  
28

1 or seek employment is a violation of the covenant of good faith and fair dealing applicable  
2 to the terms of the Decree.  
3

4 A stipulated decree<sup>1</sup> is reviewed through the application of contract law. *Grisham*  
5 *v. Grisham*, 128 Nev. 679, 685, 289 P.3d 230, 234 (2012). It is well established within  
6 Nevada that every contract imposes upon the contracting parties the duty of good faith and  
7 fair dealing. Moreover, it is recognized that a wrongful act which is committed during the  
8 course of a contractual relationship may give rise to both tort and contractual remedies.  
9  
10 *Hilton Hotels Corp. v. Butch Lewis Productions*, 109 Nev. 1043, 1046-47, 862 P.2d 1207,  
11 1209 (1993)(citations omitted). Where the terms of a contract are literally complied with  
12 but one party to the contract deliberately countervenes the intention and spirit of the  
13 contract, that party can incur liability for breach of the implied covenant of good faith and  
14 fair dealing. *Hilton Hotels Corp. v. Butch Lewis Productions*, 107 Nev. 226, 232, 808 P.2d  
15 919, 922-23 (1991), *citing*, *A.C. Shaw Construction v. Washoe County*, 105 Nev. 913, 784  
16 P.2d 9 (1989).  
17  
18  
19  
20

21 Here, Tara should be estopped from enforcing the parties' stipulated decree based  
22 upon her breach of its terms. Her breach was made even though she was knowledgeable  
23 of its terms (her attorney prepared the Decree), and the intentional breach had the effect of  
24 undermining and disrupting the Decree's terms resulting in damage to Alex. The court  
25  
26  
27  
28

---

<sup>1</sup> Alex does not assert, admit or agree that the Decree properly states any stipulated terms for a Decree of Divorce, but instead only argues this position for the purpose of an analysis of the issues of estoppel and the Tara's breach of the implied covenant of good faith and fair dealing.

1 should find that Tara is estopped from enforcing the Decree as a result of her violation of  
2 the covenant of good faith and fair dealing.  
3

4 Moreover, because Tara has failed to complete her decree or seek employment, the  
5 court should modify the Decree because the affect of her breach are difficult to quantify.  
6

## 7 5. CONCLUSION

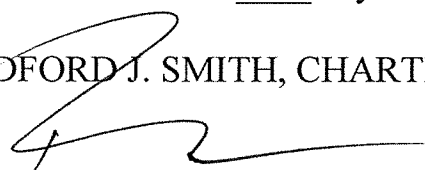
8 For the above-mentioned reasons, Alex requests that the court enter its orders as follows:  
9

10 1. For an Order vacating and striking any obligation of Alex to Tara to pay  
11 spousal support or alimony under the Decree as lacking jurisdiction, entered without  
12 granting due process to Alex, void, unconscionable, and failing to meet the statutory  
13 requirements of such an order; and,  
14

15 2. Reviewing the issue of alimony in the parties divorce *de novo* through  
16 evidentiary hearing on the issue of alimony.  
17

18 DATED this 29 day of May, 2019.

19 RADFORD J. SMITH, CHARTERED  
20

21   
22 RADFORD J. SMITH, ESQ.  
23 Nevada State Bar No. 002791  
24 2470 St. Rose Parkway, Suite 206  
25 Henderson, Nevada 89074  
26 Telephone: (702) 990-6448  
27 Facsimile: (702) 990-6456  
28 *Attorney for Defendant*

1  
2  
3  
4 **DECLARATION OF ALEX GHIBAUDO**

5 COUNTY OF CLARK )

6 ) ss:

7 STATE OF NEVADA )

8 I, ALEX GHIBAUDO, declare and say:

9  
10 1. I am the Defendant in the above-entitled matter.

11 2. I make this Declaration based upon facts within my own knowledge, save and  
12 except as to matters alleged upon information and belief and, as to those matters, I believe  
13 them to be true.  
14

15 3. I have personal knowledge of the facts contained herein, and I am competent  
16 to testify thereto. I have reviewed the foregoing Motion and can testify that the facts  
17 contained therein are true and correct to the best of my knowledge. I hereby reaffirm and  
18 restate said facts as if set forth fully herein.  
19  
20

21 4. I declare under the penalty of perjury of the laws of the State of Nevada that  
22 the foregoing is true and correct.  
23  
24

25   
26 ALEX GHIBAUDO

27 Date: 4/2/19  
28

1 MOFI

2 DISTRICT COURT  
3 FAMILY DIVISION  
4 CLARK COUNTY, NEVADA

5 TARA KELLOGG-GHIBAUDO,  
6 Plaintiff/Petitioner,

7 vs.

8 ALEX GHIBAUDO,  
9 Defendant/Respondent.

CASE NO.: D-15-522043-D  
DEPT. NO.: H

MOTION/OPPOSITION  
FEE INFORMATION SHEET

10 Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B r 125C are subject to the reopen fee of  
11 \$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.

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

- 13 ☒ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.  
14 -OR-  
15 ☐ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:  
16 ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.  
17 ☐ 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)\_\_\_\_\_.

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

- 19 ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:  
20 ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.  
21 ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.  
22 -OR-  
23 ☐ \$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.  
24 -OR-  
25 ☐ \$57 The Motion/Opposition being filed 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.

26 Step 3. Select the \$0, \$129 or \$57 filing fee in the box below.

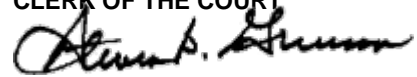
27 The total filing fee for the motion/opposition I am filing with this form is:

28 ☐ \$0 ☒ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Alex Ghibaudo Date: 05-29-19

Signature of Party or Preparer: /s/ Deana DePry





MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

TARA KELLOGG GATTIBAUDO  
Plaintiff/Petitioner

v.  
ALEX GATTIBAUDO  
Defendant/Respondent

Case No. D-15-522043

Dept. I

**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) \_\_\_\_\_.

**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.

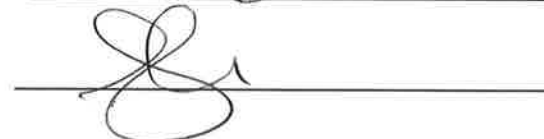
**Step 3.** Add the filing fees from Step 1 and Step 2.

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: SIGAL CHATTARJY Date 6/20/19

Signature of Party or Preparer



**OPPS**

SIGAL CHATTAH ESQ.  
Nevada Bar No.: 8264  
CHATTAH LAW GROUP  
5875 S. Rainbow Blvd #204  
Las Vegas, Nevada 89118  
Tel: (702) 360-6200  
Fax: (702) 643-6292  
Chattahlaw@gmail.com  
Attorney for Plaintiff/Counterdefendant  
*Tara Kellogg Ghibaud*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TARA KELLOGG GHIBAUDO,	)	
	)	CASE NO.: D-15-522043-D
	)	DEPT.: T
Plaintiff,	)	
	)	<b>PLAINTIFF'S OPPOSITION TO MOTION</b>
vs.	)	<b>FOR MODIFICATION OF SPOUSAL</b>
	)	<b>SUPPORT</b>
ALEX GHIBAUDO,	)	
	)	
Defendant.	)	
	)	
	)	

**PLAINTIFF TARA KELLOGG GHIBAUDO'S OPPOSITION TO MOTION FOR  
MODIFICATION SPOUSAL SUPPORT**

COMES NOW, Plaintiff TARA KELLOGG GHIBAUDO, by and through her attorney,  
SIGAL CHATTAH, ESQ. of CHATTAH LAW GROUP, and pursuant to the Nevada Revised  
Statutes and Eight Judicial District Court Rules cited hereinbelow, hereby respectfully opposes  
Defendant's MOTION FOR MODIFICATION OF SPOUSAL SUPPORT.

This Opposition is made and based upon the papers and pleadings on file herein, Points and Authorities cited below, the Affidavit of Plaintiff TARA KELLOGG GHIBAUDO, attached hereto and other supporting documentation set forth hereinbelow.

DATED this 20th day of June, 2019.

CHATTAH LAW GROUP

**SIGAL CHATTAH ESQ.**  
Nevada Bar No.: 8264  
**CHATTAH LAW GROUP**  
5875 S. Rainbow Blvd #204  
Las Vegas, Nevada 89118  
Attorney for Plaintiff  
*Tara Kellogg Ghibaudo*

I.

**PROCEDURAL POSTURE**

On February 1, 2017, a Notice of Decree of Divorce and Decree of Divorce was filed in the matter *sub judice*. As the record on file indicates, Defendant failed to file any post-decree Motions to set aside the contested Decree and presumably now, 26 months later seeks to modify and set it aside despite procedural hurdles in doing so. This Court is precluded from setting as the subject Decree as stated *infra*.

II.

**STATEMENT OF FACTS**

Defendant seeks to bypass procedural law in support of his Motion to Modify Spousal Support by offering the following factors in support thereof:

1. In or about June 2016, undersigned Counsel provided a Draft of Separate Maintenance which Defendant refused to sign;
2. On November 29, 2016, Defendant filed an Opposition and Countermotion to Tara's Motion to enter Decree of Divorce.
3. On January 10, 2017, the Honorable Judge Brown granted Tara's request for an entry of Decree of Divorce and denied Defendant's request to set aside the parties' settlement entered on May 18, 2016.
4. A Decree of Divorce was entered on February 1, 2017.

Even assuming *arguendo* that the Parties did not have a "meeting of the minds" as Defendant asserts, Defendant's failure to obtain the proper relief in a timely manner precludes this Court from entering any Post Decree Orders, **notwithstanding** a finding of change of circumstance as specified herein.

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III.

**LEGAL ARGUMENT**

Defendant brings the Motion to Modify based on the following arguments:

1. Defendant seeks to void the February 1, 2017 decree
2. Defendant seeks a hearing on alimony pending an evidentiary hearing
3. Defendant seeks a modification based on an alleged breach of terms of alimony

As delineated *infra*, Defendant's Motion is both meritless and time barred and must be denied accordingly.

**A. DEFENDANT IS PROCEDURALLY PRECLUDED FROM OBTAINING RELIEF OF THE DECREE OF DIVORCE AT THIS JUNCTURE BOTH UNDER NEV R. CIV. PRO RULES 59 AND 60**

Nev. R. Civ. P. Rule 59. entitled *New Trials; Amendment of Judgments* provides in pertinent part the following:

(a) In General.

(1) Grounds for New Trial. The court may, on motion, grant a new trial on all or some of the issues — and to any party — for any of the following causes or grounds materially affecting the substantial rights of the moving party:

(A) irregularity in the proceedings of the court, jury, master, or adverse party or in any order of the court or master, or any abuse of discretion by which either party was prevented from having a fair trial;

(B) misconduct of the jury or prevailing party;

(C) accident or surprise that ordinary prudence could not have guarded against;

(D) newly discovered evidence material for the party making the motion that the party could not, with reasonable diligence, have discovered and produced at the trial;

(E) manifest disregard by the jury of the instructions of the court;

(F) excessive damages appearing to have been given under the influence of passion or prejudice; or

(G) error in law occurring at the trial and objected to by the party making the motion.

1       **(b) Time to File a Motion for a New Trial. A motion for a new trial must**  
2       **be filed no later than 28 days after service of written notice of entry of**  
3       **judgment.**

4       **(d) New Trial on the Court's Initiative or for Reasons Not in the Motion.**  
5       **No later than 28 days after service of written notice of entry of judgment, the**  
6       **court, on its own, may issue an order to show cause why a new trial should not**  
7       **be granted for any reason that would justify granting one on a party's motion.**

8       After giving the parties notice and the opportunity to be heard, the court may grant  
9       a party's timely motion for a new trial for a reason not stated in the motion. In either  
10      event, the court must specify the reasons in its order.

11      **(e) Motion to Alter or Amend a Judgment. A motion to alter or amend a**  
12      **judgment must be filed no later than 28 days after service of written notice of**  
13      **entry of judgment.**

14      **(f) No Extensions of Time. The 28-day time periods specified in this rule**  
15      **cannot be extended under Rule 6(b).**

16      A review of the record on file herein demonstrates that at no time did Defendant file any  
17      Motion for New Trial under NRCP 59. Furthermore, it is also clear from the record that at no time  
18      did the Court make any *sua sponte* findings to either alter or amend the Decree or modify the  
19      Decree.

20      The timing for any relief under NRCP 59 would have been no later than March 5, 2017.  
21      Since there had been no relief requested or granted, Defendants are time barred under NRCP 59  
22      from seeking same.

23      **NRCP Rule 60. Relief From a Judgment or Order**

24      **(a) Corrections Based on Clerical Mistakes; Oversights and Omissions.**  
25      The court may correct a clerical mistake or a mistake arising from oversight or  
omission whenever one is found in a judgment, order, or other part of the record.  
The court may do so on motion or on its own, with or without notice. But after an  
appeal has been docketed in the appellate court and while it is pending, such a  
mistake may be corrected only with the appellate court's leave.

(b) **Grounds for Relief From a Final Judgment, Order, or Proceeding.**  
On motion and just terms, the court may relieve a party or its legal representative  
from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not  
have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic),  
misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;

1 (5) the judgment has been satisfied, released, or discharged; it is based on  
2 an earlier judgment that has been reversed or vacated; or applying it prospectively  
3 is no longer equitable; or

4 (6) any other reason that justifies relief.

5 (c) **Timing and Effect of the Motion.**

6 (1) **Timing.** A motion under Rule 60(b) must be made within a  
7 reasonable time — and for reasons (1), (2), **and (3) no more than 6 months after**  
8 **the date of the proceeding or the date of service of written notice of entry of**  
9 **the judgment or order, whichever date is later.** The time for filing the motion  
10 cannot be extended under Rule 6(b).

11 (2) **Effect on Finality.** The motion does not affect the judgment's  
12 finality or suspend its operation.

13 (d) **Other Powers to Grant Relief.** This rule does not limit a court's power  
14 to:

15 (1) entertain an independent action to relieve a party from a judgment,  
16 order, or proceeding;

17 (2) upon motion filed within 6 months after written notice of entry of a  
18 default judgment is served, set aside the default judgment against a defendant who  
19 was not personally served with a summons and complaint and who has not appeared  
20 in the action, admitted service, signed a waiver of service, or otherwise waived  
21 service; or

22 (3) set aside a judgment for fraud upon the court.

23 (e) **Bills and Writs Abolished.** The following are abolished: bills of review,  
24 bills in the nature of bills of review, and writs of coram nobis, coram vobis, and  
25 audita querela.

Under NRCP 60(b), a motion for relief from judgment for mistake, newly discovered  
evidence, or fraud must be filed not more than six months after entry of final judgment. Where,  
as here, a motion for relief or modification premised on mistake, newly discovered evidence, or  
fraud is filed more than six months after final judgment, **the motion is untimely and must be**  
**denied.** [*Emphasis added*] *Doan v. Wilkerson*, 327 P.3d 498, 501 (2014) citing to *Kramer*, 96  
*Nev. at 761*, 616 P.2d at 397.

This Court entered the Notice of Entry of Decree on February 3, 2017 and same was filed  
on said day. The statute's language specifies that the motion shall be made within a reasonable  
time and not more than ***6 months after the proceeding was taken*** **OR** the date that written notice  
of entry of the judgment or order was served. *Id.*

1 Despite and regardless of Defendants concerns regarding whether there was a meeting of  
2 the minds, whether a legal separation or decree of divorce was contemplated, and the reliance or  
3 representations made between them, Defendant's failure to seek any relief from judgment under  
4 NRCp 59 within the proscribed period of six months as delineated in the statute, precludes him  
5 from bringing the subject Motion now.

6 **B. DEFENDANT FURTHER FAILED TO PETITION FOR EXTRAORDINARY**  
7 **WRIT TO RECTIFY ANY ALLEGED ABUSE OF DISCRETION FROM**  
8 **ENGAGED IN BY THE HONORABLE JUDGE BROWN**

9 While Defendant, albeit an attorney representing himself, refused to sign off on the  
10 Orders and the Decrees in this matter; continuously failed to Petition the Supreme Court for  
11 Extraordinary Relief, despite a belief that the Honorable Judge Brown engaged in abuse of  
12 discretion in entering the Decree.

13 NRS 34.160 provides that "[t]he writ [of mandamus] may be issued by the Supreme  
14 Court ... to compel the performance of an act which the law especially enjoins as a duty  
15 resulting from an office, trust or station ..."

16 A writ of mandamus is available to compel the performance of an act which the law  
17 requires as a duty resulting from an office, trust or station, or to control a manifest abuse of  
18 discretion. *See Beazer Homes, Nev., Inc. v. Dist. Ct.*, 120 Nev. 575, 97 P.3d 1132, 1135 (2004);  
19 NRS 34.160.) An abuse of discretion occurs if the district court's decision is arbitrary and  
20 capricious or if it exceeds the bounds of law or reason. *Crawford v. State*, 121 P.3d 582, 585  
21 (Nev. 2005) (citation omitted). "Abuse of discretion" is defined as the failure to exercise a sound,  
22 reasonable, and legal discretion. *State v. Draper*, 27 P.2d 39, 50 (Utah 1933) (citations  
23 omitted). "Abuse of discretion" is a strict legal term indicating that the appellate court is of the  
24 opinion that there was a commission of an error of law by the trial court. *Id.* It does not imply  
25



1 intentional wrongdoing or bad faith, or misconduct, nor any reflection on the judge but refers to  
2 the clearly erroneous conclusion and judgment – one that is clearly against logic. *Id.*

3 A writ of prohibition may issue to arrest the proceedings of a district court exercising its  
4 judicial functions, when such proceedings are in excess of the jurisdiction of the district  
5 court. *See* NRS 34.320; *Smith v. Dist. Ct.*, 107 Nev. 674, 818 P.2d 849 (1991). “Jurisdictional  
6 rules go to the very power” of a court’s ability to fact. *See Pengilly v. Rancho Santa Fe*  
7 *HOA*, 116 Nev. 646, 5 P.3d 569 (2000). A court must know the limits of its own jurisdiction and  
8 stay within those limits. *See Pengilly v. Rancho Santa Fe HOA*, 116 Nev. 646, 5 P.3d 569  
9 (2000).

10 A writ of prohibition will lie to prevent a district court from exceeding its jurisdiction.”  
11 (*See Cunningham v. Dist. Ct.*, 102 Nev. 551, 560, 729 P.2d 1328, 1334 (1986).) Although an  
12 individual can appeal a final judgment, where there is no legal remedy, extraordinary relief is  
13 justified. (*See Zhang v. Dist. Ct.*, 103 P.3d 20 (Nev. 2004), abrogated on other grounds by, *Buzz*  
14 *Stew, LLC v. City of N. Las Vegas*, 181 P.3d. 670 (Nev. 2008).)

15 Defendant’s failure to seek either Mandamus or Prohibition on Judge Brown’s entry of  
16 Decree in 2017 precludes him from seeking redress on the issue presently.

17  
18 **C. DEFENDANT’S RECOURSE OF THE COURTS FAILURE TO HOLD AN**  
19 **EVIDENTIARY HEARING, DENIAL OF DUE PROCESS AND FAILURE TO**  
20 **RENDER FINDINGS IN 2017 WAS TO APPEAL THE ORDER.**

21 A party has the right to appeal when the party is aggrieved by a final, appealable judgment or  
22 order. NRAP 3A(a), (b); *Valley Bank v. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994).

23 It is clear that Defendant currently feels that he had been wronged in the course and scope  
24 of the February, 2017, proceedings. Whether Defendant had viable claims of violation of due  
25

1 process *vis a vis*, holding an evidentiary hearing and a failure to render findings, were all matters  
2 that should have been appealed within 30 days of entry of the Decree of Divorce.<sup>1</sup>

3 It is clear that Defendant believes that the Court acted in an abuse of discretion in denial of  
4 his rights. "A decision that lacks support in the form of substantial evidence is arbitrary or  
5 capricious and, therefore, an abuse of discretion." *Stratosphere Gaming Corp. v. Las Vegas*, 120  
6 Nev. 523, 528, 96 P.3d 756, 760 (2004) (quotation omitted). "Substantial evidence has been  
7 defined as that which a reasonable mind might accept as adequate to support a  
8 conclusion." *McClanahan v. Raley's, Inc.*, 117 Nev. 921, 924, 34 P.3d 573, 576  
9 (2001) (quotations omitted).

10 Again, while Defendant, albeit questionably, may have had viable claims on appeal on  
11 abuse of discretion in February, 2017, the failure to raise them in a timely manner bars him from  
12 raising these matters in this forum, and at this time. Defendant's forum to have raised this alleged  
13 abuse of discretion was on appeal to the Appellate Court. Second, the timing to raise this alleged  
14 abuse of discretion was within 30 days of the Notice of Entry of Order.  
15

16 These procedural mandates categorically preclude Defendant from now seeking to  
17 modify the Decree unless the Court finds that there is a significant change in circumstances.  
18  
19  
20  
21

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22 <sup>1</sup> NRAP 4 (a) Appeals in Civil Cases.

23 (1) **Time and Location for Filing a Notice of Appeal.** In a civil case in which an appeal is permitted by law  
24 from a district court, the notice of appeal required by Rule 3 shall be filed with the district court clerk. Except as  
25 provided in Rule 4(a)(4), a notice of appeal must be filed after entry of a written judgment or order, and no later than  
30 days after the date that written notice of entry of the judgment or order appealed from is served. If an applicable  
statute provides that a notice of appeal must be filed within a different time period, the notice of appeal required by  
these Rules must be filed within the time period established by the statute.

1 **D. DEFENDANT FAILS TO SUBSTANTIATE SUPPORT FOR MODIFICATION**  
2 **OF THE DECREE**

3 Defendant's Motion cites to NRS 125.150(8) in support of modification of alimony based  
4 on the change of circumstance. In support of Defendant's contentions, Defendant asserts the  
5 following:

- 6 1. The only logical explanation that Alex would provide her a significant percentage of  
7 his income was the sharing of income during a time of attempted reconciliation.
- 8 2. Tara, a college student, represented that she would complete her degree, after the  
9 mediation, and the parties incorporated that representation into the terms of the legal  
10 separation.
- 11 3. Some sort of bargained for exchange

12 The reality of Defendant's position is a far cry of what is presented in his Motion. While  
13 Defendant claims that certain matters were contemplated and were done in the spirit of a  
14 "reconciliation period", there is absolutely no mention of any type of college degree or  
15 anticipated graduation date in the Decree or in the Settlement Agreement, which Defendant  
16 purports to set aside for a failure to comply with.

17 Defendant further cites to *Grisham v Grisham*, 128 Nev. 649, 289 P.3d 230 (2012) and  
18 *Hilton Hotels Corp. v Butch Lewis Productions*, 109 Nev. 1043, 862 P.2d 1207 (1993), in  
19 support of enforcement of the Decree of Divorce and the terms therein. Again, it is significant to  
20 note that nowhere in any of the stipulations, does it make mention of any type of educational  
21 requirements, graduation requirements or job security in the Decree.

22 While Tara concedes that the Decree, as provided should be viewed as a Contract  
23 between the Parties, despite over ten pages by Defendant in his Motion *sub judice* to the  
24

contrary; any attempt by Defendant to interject any outside contemplations that were not reduced to writing by the Parties is prohibited under the parole evidence rule.

Parol evidence is inadmissible “[w]hen parties reduce a contract to writing, all prior oral negotiations and agreements are merged in the writing, and the instrument must be treated as containing the whole contract, and parol [evidence] is not admissible to alter its terms.” *Cage v. Phillips*, 21 Nev. 150, 26 P. 60 (1891). The parol evidence rule is based on the principle that a written contract is more reliable than oral testimony when determining the terms of an agreement. *Michael B. Metzger, The Parol Evidence Rule: Promissory Estoppel’s Next Conquest?*, 36 Vand. L. R. 1383, 1386-87 (1983).

When a written contract is clear and unambiguous on its face, the terms of the agreement must be construed from the language within the contract. *Southern Trust Mortg. Co. v. K&B Door Co., Inc.*, 104 Nev. 564, 568, 763 P.2d 353 (1988). Courts are not at liberty to insert or disregard words in a contract. *Royal Indem. Co. v. Special Serv. Supply Co.*, 82 Nev. 148, 150, 413 P.2d 500 (1966). “Parol evidence is not admissible to vary or contradict the terms of a written agreement.” *Lowden Inv. Co. v. General Elec. Credit Co.*, 103 Nev. 374, 379, 741 P.2d 806 (1987). It may be used to defeat the object and effect of a written instrument only when the evidence is clear, strong, convincing, and attended with no uncertainty. *Jacobsen v. Best Brands, Inc.*, 960 Nev. 643, 615 P.2d 939 (1981).

The most significant part of the Decree which Defendant now seeks to set aside on one hand, and yet enforce on the other provides as follows:

13. This stipulated Decree of Divorce is the full and final agreement between the parties. Accordingly, all prior negotiations and agreements between the parties are incorporated in this Decree of Divorce. The terms of this Decree of Divorce are intended by the parties as a **final, complete, and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or alleged contemporaneous oral agreement.** The terms of this Decree of

1 Divorce may not be amended, modified, or altered except through written  
2 agreement signed by both parties or by an appropriate order of the Court.  
3 [Emphasis added]  
4 See Decree PG 13, lns. 3-10

5 Again, while Defendant seeks to avoid the Decree in the first ten pages of his Motion,  
6 Defendant for the remainder portion of same, seeks to enforce some imaginary agreement that is  
7 nowhere to be found in the terms of the Decree. Furthermore, by virtue of the terms of the  
8 Decree, the court is prohibited from consideration of any alleged extraneous conversations *ipso*  
9 *facto*.

10 **E. DEFENDANT HAS PRESENTED NO EVIDENCE IN SUPPORT OF**  
11 **MODIFICATION OF THE DECREE OF DIVORCE**

12 In Nevada, both the basis of an award of alimony and the grounds upon  
13 which an alimony order can be modified are found in NRS 125.150. The relevant  
14 provisions regarding modification are as follows:

15 (8) If a decree of divorce, or an agreement between the parties which was  
16 ratified, adopted or approved in a decree of divorce, provides for specified periodic  
17 payments of alimony, the decree or agreement is not subject to modification by the  
18 court as to accrued payments. Payments pursuant to a decree entered on or after  
19 July 1, 1975, **which have not accrued at the time a motion for modification is**  
20 **filed may be modified upon a showing of changed circumstances,** whether or not  
21 the court has expressly retained jurisdiction for the modification. In addition to any  
22 other factors the court considers relevant in determining whether to modify the  
23 order, the court shall consider whether the income of the spouse who is ordered to  
24 pay alimony, as indicated on the spouse's federal income tax return for the  
25

1 preceding calendar year, has been reduced to such a level that the spouse is  
2 financially unable to pay the amount of alimony the spouse has been ordered to pay.

3 For the purposes of this section, a change of 20 percent or more in the gross  
4 monthly income of a spouse who is ordered to pay alimony shall be deemed to  
5 constitute changed circumstances requiring a review for modification of the  
6 payments of alimony. As used in this subsection, "gross monthly income" has the  
7 meaning ascribed to it in NRS 125B.070.

8 The basic concept underlying modification is that if there has been a change  
9 of financial circumstances, the court can modify any alimony award. In addition, a  
10 reduction in the income of the payor of alimony of 20% or more is sufficient  
11 evidence of changed circumstances to warrant a modification. If a Court determines  
12 that a change of circumstances has occurred, it then considers all of the factors  
13 relevant to an original alimony determination.  
14

15 Here Defendant makes no representations that there is any reduction in his  
16 income from the date of the Decree warranting a reduction in Alimony. On the  
17 contrary, Defendant's contention is that the increase in his income as a result of the  
18 stability in his practice, should somehow preclude Tara from collecting any income  
19 therefrom. Therefore, Defendant's Motion for Modification is unwarranted and  
20 frivolous, lacks no merit and is a complete waste of judicial economy.

21 **F. TARA IS ENTITLED TO ATTORNEYS FEES AND COSTS UNDER THE**  
22 **DECREE**

23 While Defendant is seeking enforcement of the Decree in favor of Modification, Tara  
24 seeks enforcement of the Decree for the purposes of obtaining attorney's fees and costs in  
25 support of this Motion and Counter-motion.

1 Paragraph 5 of the Decree states “[I]f either party is required to go to court to enforce the  
2 terms of this Decree, or if there is a dispute between the parties relating to the terms of this  
3 Decree, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.”

4 *Id.*

5 **IV.**

6 **CONCLUSION**

7 For the reasons set forth above, Tara hereby respectfully requests this Court deny  
8 Defendant’s Motion, and grant Tara’s request for Attorney’s fees at the time of the hearing.  
9

10 Dated this 20<sup>th</sup> day of June, 2019.

11 CHATTAH LAW GROUP

12  
13 SIGAL CHATTAH ESQ.  
14 Nevada Bar No.: 8264  
15 CHATTAH LAW GROUP  
16 5875 S. Rainbow Blvd #204  
17 Las Vegas, Nevada 89118  
18 Attorney for Plaintiff  
19 *Tara Kellogg Ghibaudo*  
20  
21  
22  
23  
24  
25

1                   **COUNTERMOTION FOR AN ORDER TO SHOW CAUSE, ENFORCEMENT OF**  
2                   **CURRENT ORDERS AND RELATED RELIEF**

3                   COMES NOW, Plaintiff, TARA GHIBAUDO KELLOGG, by and through her attorney  
4 of record, SIGAL CHATTAH, ESQ., of CHATTAH LAW GROUP, who hereby submits this  
5 MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT SHOULD NOT  
6 BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DECREE AND  
7 SANCTIONS AGAINST DEFENDANT, ENFORCEMENT OF CURRENT ORDERS.

8                   Dated this 20<sup>th</sup> day of June, 2019.

9  
10                   **EDCR 5.501 Declaration**

11                   Plaintiff and Counsel have attempted to resolve this matter with Defendant and  
12 Defendant' Counsel. The Parties by and through their Counsel have reached an impasse and this  
13 Court's involvement is necessary to resolve the issues on the merit.

14  
15                   **MEMORANDUM OF POINTS AND AUTHORITIES**

16                   **PROCEDURAL POSTURE**

17                   On February 1, 2017, the Court entered into a Decree of Divorce based on stipulations and  
18 concessions reached through a settlement conference. The Decree had the following provisions as  
19 to custody, spousal support and child support:

20                   Child Custody Provisions:

21                   The parties "enjoy joint legal custody of their child Nicole born May 17, 2001".  
22 Neither parent was to "estrangle the child from the other" or "disparage the other parent...in  
23 the presence of the child." "The parents shall consult and cooperate...relating to health care  
24 of the child". "Neither parent shall be permitted to use illicit drugs...obtained illegally [or]  
25 in the presence of the minor child".

26                   b. Child Support Provisions:

1. "Based on Alex's representation that his gross monthly income is \$6,666.00 his  
child support shall be set at the presumptive maximum amount of \$819 per



month...paid directly to Tara...on the 1<sup>st</sup> day of every month, commencing on November 19, 2015". [The current maximum is \$1138.00]

2. "*Alex shall continue* (italics added) to provide **medical insurance** for the minor child so long as it is reasonable in cost."

c. Miscellaneous Child Provisions

Communications "shall be done in a respectful manner."

d. **Division of Community Assets and Debts**

1. Alex's "share of the law practice shall remain community property...one-half interest [to Tara]".

2. All debts before the decree "shall be solely borne by Alex, including personal loans obtained by Tara, and all of her medical bills."

e. **Post-Divorce Family Support**

1. "In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of \$2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the \$819 in child support...As examples only, if Alex's gross monthly income is \$10,000, he shall pay Tara with a family support payment of \$5000.; in the event Alex's gross monthly income is \$4000, he shall provide Tara with the minimum family support payment \$2500, as that amount is greater than 50% of Alex's gross monthly income.

2. When Nicole reaches age 18 "Alex's family support obligation shall continue in the minimum amount of \$2,500, or the greater amount of one-half of the difference between the party's incomes and shall not be reduced to account for the termination of child support.

3. "For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns *every year* (italics added).

4. This Court specifically reserves jurisdiction to address disputes with respect to gross monthly income.

e. Miscellaneous Provisions

1. The parties shall file separate tax returns for 2016 and each year thereafter.

2. The prevailing party in any dispute relating to the decree shall be entitled to an award of attorney fees.

3. This Court shall reserve jurisdiction as necessary to enforce all its orders.

f. Child Support Notices

1. Alex is subject to NRS 125.450 requiring provision of medical and other care and support for minor child. He is also subject to this Court's 30/30 rule.

2. Alex and his corporate employer is subject to order of Assignment under NRS 31A.020 et seq.

3. Alex is responsible for attorney fees, interest, and penalties for delinquent child support pursuant to NRS 125B.140.

A. **ALEX HAS VIOLATED EVERY POST- DECREE COURT ORDER WITH MINIMAL RECOURSE OR REMEDY TAKEN AGAINST HIM**

1 On **May 16, 2017** the Honorable Judge Brown entered an Order awarding Tara **\$2,000.00** and  
2 reducing same to judgment.

3 On **October 6, 2017** this Court updated the arrears, interest, and penalties on all sums due prior  
4 to the decree (now reduced to judgment as of October 6, 2017) as follows:

- 5 1. Temporary Family Support Arrears (relating to payments from 12/1/15-  
6 4/30/16) totaling **\$3,762.13** with interest and penalties;
- 7 2. Temporary Medical Insurance Arrears (relating to insurance premiums for  
8 the minor child from 12/1/15-1/10/17) totaling **\$2,366.80** with interest and  
9 penalties.
- 10 3. Temporary Medical Insurance Arrears (relating to insurance premiums for  
11 Tara from December 1, 2015-1/10/17); totaling **\$4,404.21** with interest.
- 12 4. Child Support Arrears (relating to payments from 5/1/16-9/30/17): the  
13 principal sum of **\$4,653**; that sum is **\$5,309.75** with interest and penalties.
- 14 5. Alimony/Spousal Support Arrears (relating to payments from 5/1/16-  
15 9/30/17): the principal sum of **\$10,265.00**; that sum is **\$10,854.27** with  
16 interest.
- 17 6. Medical Insurance Arrears (relating to insurance premiums for the minor  
18 child from 2/1/17-9/30/17); the principal sum of **\$2,210.87**; that sum is  
19 **\$2339.61** with interest and penalties.
- 20 7. Unreimbursed Medical Expense Arrears: totaling **\$715.50**.
- 21 8. Alex to file a Detailed Financial Disclosure Form prior to October 16, 2017,  
22 and to supply Tara with his 2016 tax returns after October 16, 2017, as per  
23 the terms of the decree.  
24  
25

1 9. Alex shall provide his most recent Schedule C Profit or Loss from Business.

2 **10. Attorney Fees deferred.**

3 **On October 16, 2017** this Court issued the following Order

4 1. Alex to pay Tara **\$3500.00** on or before November 12, 2017, with a status  
5 check scheduled for November 13<sup>th</sup> “with the goal of establishing a  
6 reasonable payment plan both prospectively and to satisfy outstanding  
7 arrearages.”

8 2. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara  
9 and her counsel with his personal and business tax returns for 2016 prior to  
10 November 13, 2017.

11 3. Alex shall provide his most recent Schedule C Profit or Loss from Business.

12 **4. Attorney Fees deferred.**

13 **On December 20, 2017** this Court held a hearing with the following findings:

14 1. Attorney Leavitt “may conduct a little DISCOVERY into the Defendant’s  
15 TAX RETURNS and BANK ACCOUNTS” with such records to remain  
16 CONFIDENTIAL.

17 2. Defendant to pay Plaintiff \$2500.00 by 1/12/18.

18 3. As soon as Defendant FILES his 2016 TAX RETURN, he is to provide  
19 Attorney Levitt with a copy.  
20

21 **4. Attorney Fees deferred**

22  
23 Every time Tara has taken measures to simply enforce the Decree that has been previously  
24 enforced by this Court, Tara is simply given the runaround. Also, disturbingly, Tara’s attorney’s  
25 fees she is entitled to under the Decree, have been deferred to a point where Tara now bears the

1 burden of a \$61,000.00 Judgment against her by her own Counsel because of the Court's refusal  
2 to award attorneys fees **mandated under the Decree.**

3 The stipulated terms includes the following:

4 **The prevailing party in any dispute relating to the**  
5 **decree shall be entitled to an award of attorney fees.**

6 This Court has deferred the issue of attorney's fees at every hearing. Such deferment of  
7 attorney's fees, despite a specific clause in the Decree instructing the Court to award attorneys fees  
8 has accumulated to astronomical proportions and include:

9 \$56,000.00 USD paid to Willick Law Group

10 \$83,443.54 outstanding to Willick Law Group

11 \$10,500.00 Dennis Leavitt

12 Accruing Fees to Chattah Law Group pending this matter.

13  
14 **The amount that Tara has been forced to pay for the enforcement of the Decree is**  
15 **\$149,943.54.** This amount is an amount that Tara is absolutely entitled to recover under the Decree  
16 of Divorce. The Court's failure to award such relief and continuously defer the issue of attorney's  
17 fees is both arbitrary and capricious. The words "**The prevailing party in any dispute relating**  
18 **to the decree shall be entitled to an award of attorney fees**" do not provide for judicial discretion  
19 on the award of attorneys fees. The words "SHALL" can not be any clearer in a Decree of Divorce.

20 There is no substantiation in any record over the course of two years as to why the Court  
21 has refused to follow the terms of the Decree as it concerns an award of attorney's fees. Tara's  
22 victimization in this matter is two-fold, first by Defendant and his refusal to comply with the terms  
23 of the Decree, and second by this Court's refusal to grant her the relief she is entitled to under the  
24  
25

1 Decree. It is an *absolute miscarriage of justice* when a litigant enforcing her rights under the  
2 Decree, is burdened with a Judgment for protecting her rights and the rights of her child.

3 Defendant's failure to comply with his fundamental support obligations has resulted in  
4 constant complaints that managing his business is difficult and in fact that it is hard for him,  
5 despite, as the Court indicated, he is averaging \$23,500.00 per month in gross receipts by his own  
6 admission. He has admitted to his personal incompetence when it comes to the management of his  
7 law office, and he admits that he has wasted a great deal of money on advertising and incompetent  
8 employees.

9 He has made the self-serving statement that this disarray that he claims in the keeping of  
10 financial records makes it impossible to know what one half his income is, a determination that is  
11 required to fulfill the requirements of the decree. Defendant's claimed business expenses fail to  
12 even plausibly explain his operations as a sole practitioner.

13 He effectively lied to the Court when he indicated a "hold" on his account when that "hold"  
14 was released that very day. He cannot pay, and yet he has a car payment of \$538.00 per month,  
15 offers paid cell phones to all his employees to whom he pays over \$7,000.00 per month, despite  
16 his belief that they are incompetent, and then he claims he does not support his girlfriend, but  
17 taunts counsel and his ex-spouse in emails and online that he has hired her as an office manager  
18 paying her \$48,000.00 per year.

19 This Court commented that Alex's choices to hire employees and provide perks competes  
20 with his family obligations, and cannot stand in the way of his primary obligation to provide child  
21 and family support.

22 So, he has not paid his taxes, he maintains poor if any records, he hires incompetent staff,  
23 he drives an expensive vehicle, and all of those circumstances that he controls have been offered  
24  
25

1 up to this Court as defenses to civil contempt that has served to keep him out of jail up to this  
2 point. He has at other times promised to provide information and pay more money inside the  
3 courtroom in decorous prose and then leaves the Courtroom and indicates with repeated expletives  
4 his intent to do no such thing. His dealings with Plaintiff's counsel have been so unprofessional  
5 that they have generated multiple complaints to the State Bar and they assert conduct similar to  
6 the very complaints with the bar that resulted in 13 convictions and a five-year suspension. He  
7 even defied this Court's discovery Order when he refused to comply with Plaintiff's minimal  
8 discovery requests.

9 What is clear is that Alex has by his own admission wasted money in mismanaging his  
10 firm, pays all his personal and business expenses first and then, when it suits him in order to avoid  
11 jail, he reluctantly, and sporadically pays what this court has recognized is his primary obligation,  
12 albeit minimally.

13 Alex's recalcitrance has proved to be a profitable enterprise for him. This war of attrition  
14 is no doubt coolly preconceived to wear down the capacity of his ex-spouse to litigate her claims.  
15 It works to a point. Through the indulgence of her parents, whom themselves have limited  
16 resources, the Plaintiff has now spent over \$100,000.00 in attorney fees, including the \$63,000.00  
17 in fees rendered to a judgment against her. Despite these fees, the Plaintiff has been obliged to  
18 spend, Alex's responsibilities to pay attorney fees have been repeatedly deferred.

## 20 II.

### 21 LEGAL ARGUMENT

#### 22 A. TARA HAS PROVIDED SUFFICIENT EVIDENCE TO SATISFY THE 23 STANDARD FOR A FINDING OF CONTEMPT BY THIS COURT

24 The contempt power involves a court's inherent power to protect dignity and decency in its  
25 proceedings, and to enforce its decrees. A district court generally has particular knowledge of

1 whether a person has committed contempt. *S. Fork Band of the Te-Moak Tribe v. State Eng'r (in*  
2 *Re Determination of Relative Rights of Claimants & Appropriators of Waters of the Humboldt*  
3 *River Stream Sys.)*, 118 Nev. 901, 906 (Nev. 2002).

4 NRS 22.010 entitled *Acts or omissions constituting contempts*. Provides in pertinent  
5 part: [T]he following acts or omissions shall be deemed contempts:

- 6 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or  
7 judge at chambers.  
8 7. **Abusing the process or proceedings of the court** or falsely pretending to act under the  
9 authority of an order or process of the court.  
10 [Emphasis added]

11 Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall  
12 determine whether the person proceeding against is guilty of the contempt charged; and if it be  
13 found that he is guilty of the contempt, a fine, may be imprisoned not exceeding 25 days, or both,  
14 but no imprisonment shall exceed 25 days except as provided in NRS 22.110.

15 NRS 22.110 sets forth in pertinent part:

- 16 1. ... when the contempt consists in the omission to perform an act which is in the  
17 power of the person to perform, he may be imprisoned until he performs it. The  
18 required act must be specified in the warrant of commitment.

19 In civil, the contempt must be proven by clear and convincing evidence; in criminal, the  
20 proof of contempt must be beyond a reasonable doubt. *Falstaff Brewing Corp. v. Miller Brewing*  
21 *Co.*, 702 F.2d 770 (1983).

22 Civil contempt is characterized by the court's desire to **compel obedience to a court**  
23 **order**, or to compensate the contemnor's adversary for the injuries which result from the  
24 noncompliance. *Shillitani v. United States*, 384 U.S. 364, 369, 16 L. Ed. 2d 622, 86 S. Ct. 1531  
25 (1966). Thus, there are two forms of civil contempt: compensatory and coercive. *United States v.*  
*Asay*, 614 F.2d 655, 659 (9th Cir. 1980). A contempt adjudication is plainly civil in nature when  
the sanction imposed is wholly remedial, serves only the purposes of the complainant, and is not

1 intended as a deterrent to offenses against the public. *McCrone v. United States*, 307 U.S. 61, 64,  
2 83 L. Ed. 1108, 59 S. Ct. 685 (1939).

3 A court's power to impose coercive civil contempt depends upon the ability of the  
4 contemnor to comply with the court's coercive order. *See Shillitani v. United States*, 384 U.S. at  
5 371 (citing *Maggio v. Zeitz*, 333 U.S. 56, 76, 92 L. Ed. 476, 68 S. Ct. 401 (1948)).

6 While civil contempt may have an incidental effect of vindicating the court's authority  
7 and criminal contempt may permit an adversary to derive incidental benefit from the fact that the  
8 sanction tends to prevent a repetition of the disobedience, such incidental effects do not change  
9 the primary purpose of either type of contempt. Where, however, a judgment of contempt  
10 contains an admixture of criminal and civil elements, "the criminal aspect of the order fixes its  
11 character for purposes of procedure on review." *Falstaff Brewing Corp. v. Miller Brewing*  
12 *Co.*, 702 F.2d at 778 citing to *Penfield Co. of California v. Securities & Exchange Commission*,  
13 330 U.S. 585, 591, 91 L. Ed. 1117, 67 S. Ct. 918 (1947).  
14

15 Prior to issuing a coercive civil contempt order, a court should weigh all the evidence  
16 properly before it determines whether or not there is actually a present ability to obey and whether  
17 failure to do so constitutes deliberate defiance or willful disobedience which a coercive sanction  
18 will break. *Falstaff at 781 fn8*.

19 In this matter, Alex has repeatedly refused to follow any Orders this Court has issued.  
20 Defendant's insolence over the past five years has been emboldened by the fact that this Court will  
21 simply not do anything to this litigant, aside from minimal admonishments. This Court has  
22 continuously allowed a litigant to violate Order after Order, burying Tara in judgments and fees  
23 by simply refusing to comply with the terms of the Decree.  
24  
25



1 **B. THE DECREE REQUIRES THE PRODUCTION OF TAX RETURNS AND**  
2 **FINANCIAL DISCLOSURE IN ORDER TO DETERMINE DEFENDANT'S**  
3 **FINANCIAL OBLIGATIONS**

4 The Decree clearly delineates the method to calculate the Defendant's obligation to pay  
5 "Post-Divorce Family Support" from his "gross monthly income." Fundamental to this  
6 determination is Alex's obligation to provide tax returns each year. As stated in Paragraph 6 on  
7 Page 9 of the Decree:

8 "For purposes of determining Alex's gross monthly income,  
9 He shall provide Tara, at minimum, his personal and business tax  
10 Returns every year..."

11 Despite promises to do so and Orders of this Court in the context of civil contempt  
12 proceedings, Alex has not provided either tax returns or updated Financial Disclosure Forms. In a  
13 hearing on 11/17/17, Alex offered a spreadsheet that was incorporated into the record as Exhibit  
14 A. This *document* was in direct non-compliance with Ghibaud's previous promises to the court  
15 and the Judge's express orders.

16 Nevertheless, Alex represented to the Court that it was an accurate accounting of his  
17 income and expenses. Otherwise, the numbers are not supported with any exhibits or other  
18 supporting documents. Furthermore, he went to the trouble of having an accountant vouch to the  
19 court almost 18 months ago that returns were being prepared, and yet they still have not been  
20 produced.

21 Nevertheless, the spreadsheet contradicts other testimony of Alex in these proceedings. For  
22 example, he indicates on the spreadsheet that his income in February 2017 was \$22,100.31. Yet  
23 that contradicts Tara's recollection that when they were getting along, he showed her a bank  
24 statement wherein he made more than \$40,000.00 that same month.

25 At one point in the March 9, 2018 hearing Alex responded to the Court's question about  
his earnings in the previous month, and he stated income was down, and he earned \$15,900.00 that

1 month. Perhaps thinking better of the misrepresentation made in open Court, Alex later  
2 remembered that he actually earned an additional \$15,000.00 in that previous month but that  
3 money was held in a different account, he explained, in what must be concluded was a feeble effort  
4 to correct his previous answer that was likely calculated to mislead the Court.

5 A close look at the spreadsheet Alex provided to the Court for 2017 is full of unexplained  
6 ledger items which beg for scrutiny. For example, there is a line item for “productivity”; there are  
7 “filing fees” which the Court already observed were not appropriate expenses; there are  
8 expenditures of \$500.00 to \$1000.00 for “meals and entertainment” and very substantial “Misc”  
9 payments including DMV/legal fees; a ledger item for home office; and substantial “Owner  
10 withdrawals. Family support, when paid is less than the minimum, except in those months where  
11 there are Court appearances.

12 The Court is respectfully requested to order Alex to comply with the decree and provide  
13 his Tax returns, business and personal, for tax years 2016 and 2017 and that he be required to file  
14 a Detailed Financial Disclosure Form. Plaintiff has an absolute right to this information, and  
15 Defendant should be required to disclose same.  
16

17 **C. THE PLAINTIFF IS ALLOWED TO CONDUCT DISCOVERY IN AID OF**  
18 **ENFORCEMENT OF THE DECREE AND JUDGMENTS THAT HAVE ISSUED**  
19 **IN PRIOR PROCEEDINGS**

20 Nevada Rule of Civil Procedure 69 permits a judgment creditor to obtain post-judgment  
21 discovery. The scope of post-judgment discovery is broad; the judgment-creditor is permitted to  
22 make a broad inquiry to discover any hidden or concealed assets of a judgment-debtor. *See Ist*  
23 *Technology, LLC v. Rational Enterprises, LTDA, et al.*, 2007 U.S. Dist. LEXIS 98051, 2007 WL  
24 5596692 \*4 (D. Nev. Nov. 13, 2007) (allowing post-judgment discovery to gain information  
25 relating to the existence or transfer of the judgment debtor's assets). Further, in aid obtaining

1 information about a judgment debtor's assets "[w]itnesses may be required to appear and testify  
2 before the judge or master conducting any proceeding under this chapter in the same manner as  
3 upon the trial of an issue." *See NRS 21.270; NRS 21.310.*

4 This Court is requested to issue an order requiring Alex to appear in his capacity as  
5 judgment debtor to answer under oath questions related to his income and assets in accord with  
6 NRS 21.270.

7 **D. GIVEN ALEX'S ADMITTED INCOMPETENCE WHEN ADMINISTRING HIS**  
8 **LAW OFFICE, A RECEIVER SHOULD BE APPOINTED PURSUANT TO NRS**  
9 **32.010. AND ALEX'S LAW OFF P.C. MUST BE JOINED TO THIS ACTION TO**  
10 **ADVANCE ENFORCEMENT.**

11 NRS 32.101 provides in part that "A receiver may be appointed by the Court in which an  
12 action is pending, or by the Judge thereof: (3) After judgment, to carry the judgment into effect.  
13 (6) In all other cases where receivers have heretofore been appointed by the usages of the Courts  
14 of equity. NRCP 19 provides for the joinder of necessary parties when complete relief cannot be  
15 accorded among those already parties. This procedural tool is even more important here because  
16 Tara has an interest in the business as "community property".

17 In the context of post-judgment divorce proceedings, the case of *Gladys Baker Olsen*  
18 *Family Trust v. District Court*, 110 Nev. 548 (1994) is instructive. There the Court found that it is  
19 the responsibility of the party seeking relief against a third party to join them in the action-that all  
20 "persons materially interested in the subject matter of the suit be made parties so that there is a  
21 complete decree to bind them all. If the interest of absent parties may be affected or bound by the  
22 decree, they must be brought before the court or it will not proceed to decree."

23 Here, Alex has spoken of his own incompetence at the management of his law office,  
24 candidly admitting he has hired incompetent employees; wasted thousands of dollars on unneeded  
25 advertising; failed to file tax returns because his books are in "disarray"; and failed to properly

1 utilize his office accounting. He has also suggested he is need of a mentor to help in this regard,  
2 but despite his misrepresentations to the Court that he has such a person in line, he has not done  
3 that. It is also relevant that when suspended it was largely due to mismanagement or worse of  
4 client funds, and that when he was reinstated, it was expressly required that he be mentored by  
5 another member of the bar for two years. Alex has hidden behind the P.C. corporate form and run  
6 his life from the corporation, admitting as much. Alex and his corporate doppelganger must be  
7 before the Court for adequate and appropriate relief to result from this enforcement action.

8 **E. ATTORNEY FEE ASSESSMENTS, INTEREST, AND PENALTIES THAT HAVE**  
9 **BEEN DEFERRED MUST NOW BE ASSESSED.**

10 NRS 125B.140 provides in part that:

11 (c) The court shall determine and include in its order:

12 (1) Interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time  
13 each amount became due; and

14 (2) A reasonable attorney's fee for the proceeding, unless the court finds that the  
15 responsible parent would experience an undue hardship if required to pay such amounts.  
16 Interest continues to accrue on the amount ordered until it is paid, and additional attorney's  
17 fees must be allowed if required for collection.  
18

19 Here this Court has made multiple orders for minimum monthly payments that include  
20 child support and has *deferred* any assessment for fees, penalties, and interest resulting from those  
21 orders. The statute requires such assessments *unless the responsible parent would experience*  
22 *undue hardship*.

23 It is respectfully asserted that the only parent who has witnessed undue hardship is the  
24 Plaintiff and that although the Defendant is entitled to the privilege of making an undue hardship  
25 case, he cannot do so without the disclosure of his finances as required by the law and the Decree.

1 **F. ALEX MUST BE REQUIRED TO MEET HIS OBLIGATION UNDER THE**  
2 **DECREE FOR PAYMENT OF THE MARITAL DEBT**

3 The Decree indicates:

4 “All debt incurred prior to the entry of the Decree of Divorce shall be solely borne by Alex,  
5 including any personal loans obtained by Tara, and all of her medical bills. He shall hold  
6 Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions  
7 by any creditors of such debts”.

8 Alex has failed to pay any portion of the Marital debt. The debt should be assessed, the  
9 prior judgment for marital debt updated and paid under the auspices of the Court’s reasonable and  
10 lawful schedule when considered with other obligations, past and ongoing.

11 **G. AN AWARD OF ATTORNEY FEES IS REQUIRED ON PAST PROCEEDINGS**  
12 **WHERE RULINGS WERE DEFERRED.**

13 The Decree could not be clearer. “The prevailing party in any dispute relating to the decree  
14 *shall be entitled* to an award of attorney fees. *Sargeant v. Sargeant*, 88 Nev. 223 (1972) provides  
15 some guidance that the Court should consider. It clearly states that:

16 “the wife must be afforded her day in court without destroying her financial  
17 position. This would imply that she should be able to meet her adversary  
18 in the courtroom on an equal basis. Here, without the court's assistance, the  
19 wife would have had to liquidate her savings and jeopardize the child's and  
20 her future subsistence still without gaining parity with her husband. *Id.* at 226-27

21 EDCR 7.60(b) provides for fees when a party, without just cause “multiplies the  
22 proceedings in a case as to increase costs unreasonably and vexatiously.”

23 The decree of divorce reinforces this in Clause 5 under “Miscellaneous Conditions”  
24 wherein it is written that:

25 “If either party is required to go to court to enforce the terms of this decree, or if there is a dispute  
between the parties relating to the terms of this Decree, the prevailing party shall be entitled to an  
award of reasonable attorney fees and costs.”

1 As stated supra, it is incumbent on this Court to follow the Decree and award Tara  
2 attorney's fees and costs in this matter. The whole amount of almost \$150,000.00 USD Tara has  
3 been forced to spend to enforce this Decree is an absolutely unconscionable amount of money that  
4 Tara is entitled to a receive by virtue of the Decree. The Decree does not allow for judicial  
5 discretion in doing so, the words SHALL delineate that there is a compulsory action incumbent on  
6 the Court mandated. Accordingly, this Court shall award attorney's fees and costs that were  
7 previously deferred and reduce same judgment.

8 Tara also requests an Order granting the following relief:

- 9 1. A Receiver be appointed under NRS 32.101  
10 2. All Arrearages be paid  
11 3. The Parties engage in extensive discovery including a business valuation on  
12 Defendant's Law Practice.  
13 4. An award of all deferred attorneys fees and costs in addition to present attorneys  
14 fees and costs in accordance with *Brunzell v Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455  
15 *P.2d 31 (1969)*.  
16 5. Any further relief this Court deems proper.

17 Dated this 18 day of June 2019

18 CHATTAH LAW GROUP

19  
20  
21 SIGAL CHATTAH ESQ.  
22 Nevada Bar No. 8264  
23 CHATTAH LAW GROUP  
24 5875 S. Rainbow Blvd #204  
25 Las Vegas, Nevada 89118  
Attorney for Plaintiff  
Tara Kellogg Ghibaudo

1  
2  
3 VERIFICATION

4 STATE OF NEVADA                    )  
5    ) ss:  
6 COUNTY OF CLARK                 )

7 I, TARA KELLOGG GHIBAUDO, under penalty of perjury, being first duly sworn,  
8 deposes and says

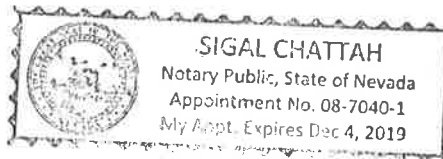
9 That I am the Plaintiff in the above-entitled action, that I have read the foregoing  
10 Opposition and Countermotion and know the contents thereof; that the same is true of my own  
11 knowledge, except those matters therein contained stated upon information and belief, and as to  
12 those matters, I believe them to be true.

13 Dated this 20 day of June, 2019

14  
15   
TARA KELLOGG GHIBAUDO

16 SUBSCRIBED and SWORN to before me  
17 On this 20 day of June, 2019

18  
19   
20 NOTARY PUBLIC in and For Said  
21 County and State



  
CLERK OF THE COURT

1 **ORDER**  
2 WILICK LAW GROUP  
3 MARSHAL S. WILICK, ESQ.  
4 Nevada Bar No. 2515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Plaintiff

10  
11 **DISTRICT COURT**  
12 **FAMILY DIVISION**  
13 **CLARK COUNTY, NEVADA**

14 TARA KELLOGG-GHIBAUDO,  
15 Plaintiff,

16 vs.

17 ALEX GHIBAUDO,  
18 Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: T

DATE OF HEARING: 1/10/2017  
TIME OF HEARING: 9:00 A.M.

19 **ORDER FROM THE JANUARY 10, 2017, HEARING**

20 This matter came on for hearing at the above date and time before the Hon.  
21 Lisa Brown, District Court Judge, Family Division. Plaintiff, Tara Kellogg-  
22 Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and  
23 Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo,  
24 Esq., was present and represented himself in proper person.

25 The Court, having read the papers and pleadings on file herein, and entertained  
26 oral argument, hereby orders as follows:

27 **THE COURT HEREBY ORDERS:**

28 1. Tara's request for entry of a *Decree of Divorce* is granted; and she shall  
submit a proposed *Decree of Divorce* to the Court for its review and signature,  
consistent with the orders made today.

**RECEIVED**

JAN 30 2017

FAMILY COURT  
DEPARTMENT T



1           2.     Tara's request to utilize an accountant to review Alex's books and  
2 records relating to his law firm is denied at this time. Accordingly, any reference  
3 permitting such an inspection in Tara's proposed *Decree of Divorce* shall be deleted  
4 prior to resubmitting the same to the Court.

5           3.     Tara's request for an *Order to Show Cause* against Alex is denied,  
6 however, the following arrears owed by Alex shall be reduced to judgment and made  
7 collectible by any and all lawful means:

8               a.     Medical insurance arrears for the minor child totaling \$2,136.27,  
9 with interest and penalties, as of January 10, 2017;

10              b.     Family support arrears totaling \$3,425.18, with interest and  
11 penalties, as of January 10, 2017; and

12              c.     Medical insurance arrears for Tara totaling \$4,225.15, with  
13 interest, as of January 10, 2017.

14           4.     Alex's request for sanctions against Tara and/or her Counsel is denied.

15           5.     Alex's request to set aside the parties' settlement entered into on May  
16 18, 2016, is denied.

17           6.     Tara's request for attorney's fees shall be taken under advisement.

18           7.     Tara's Counsel shall prepare a *Memorandum of Attorney's Fees and*  
19 *Costs*, as well as a separate *Order for Attorney's Fees* for the Court's consideration.

20           8.     Alex shall have 10 days to file an opposition to Tara's *Memorandum of*  
21 *Fees and Costs*.

22           \*\*\*\*\*

23           \*\*\*\*\*

24           \*\*\*\*\*

25           \*\*\*\*\*

26           \*\*\*\*\*

27           \*\*\*\*\*

28           \*\*\*\*\*

1           9.     The WILICKLAWGROUP shall prepare the *Order* from today's hearing,  
2 and they shall provide the same to Alex for his review as to the form and content.

3           **IT IS SO ORDERED** this 13 day of February, 2017.

4  
5   
6 **DISTRICT COURT JUDGE** KW  
7 LISA M. BROWN


8 Dated this 30<sup>th</sup> day of January, 2017.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

9 Respectfully Submitted By:

Approved as to Form and Content By:

SIGNATURE  
REFUSED

10   
11 **MARSHAL S. WILICK, ESQ.**  
12 Nevada Bar No. 2515  
13 **TREVOR M. CREEL, ESQ.**  
14 Nevada Bar No. 11943  
15 3591 E. Bonanza Road, Suite #200  
16 (702) 437-4100; Fax (702) 438-5311  
17 Attorney for Plaintiff

**ALEX GHIBAUDO, ESQ.**  
Nevada Bar No. 10592  
320 E. Charleston Blvd., Ste. 105  
Las Vegas, Nevada 89104  
(702) 217-7442; Fax (702) 924-6553  
Defendant in proper person

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*Steven D. Grierson*

**ORDER**

WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
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3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D  
DEPT. NO: H

DATE OF HEARING: 10/6/17  
TIME OF HEARING: 9:00 A.M.

**ORDER FROM THE OCTOBER 6, 2017, HEARING**

This matter came on for an *Order to Show Cause* hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, considered the offers of proof submitted by the parties, and after hearing limited argument, hereby finds and orders as follows:

**THE COURT HEREBY FINDS:**

1. The parties were married on December 30, 2001; they have one minor child together, Nicole Ghibaudo, who is currently 16 years old.

NOV 06 2017

1           2.     Tara filed a *Complaint for Divorce* on October 1, 2015.

2           3.     Tara subsequently filed a *Motion* for temporary orders on October 20,  
3 2015.

4           4.     Tara's *Motion* for temporary orders was heard by the Hon. Lisa M.  
5 Brown on November 19, 2015, at which time Judge Brown issued several orders (the  
6 "temporary financial orders").

7           5.     Judge Brown ordered Alex to pay \$2,200 per month in family support  
8 during the pendency of the case, and that Alex would be responsible for maintaining  
9 and paying for Nicole and Tara's health insurance during the pendency of the case.

10          6.     A *Decree of Divorce* was entered on February 1, 2017, relating back to  
11 a settlement reached in May, 2016, terminating some of the temporary financial  
12 orders and replacing them with obligations under the *Decree* (the "*Decree orders*").

13          7.     Pursuant to the terms of the *Decree of Divorce*, Alex was required to  
14 provide Tara with child support in the amount of \$819 commencing on May 1, 2016.

15          8.     The *Decree of Divorce* also provided that Alex was to provide and pay  
16 for the minor child's medical insurance and that the parties would equally share in the  
17 minor child's unreimbursed medical expenses pursuant to the 30/30 Rule.

18          9.     Finally, the *Decree of Divorce* indicated that, starting on May 1, 2016,  
19 Alex was to pay Tara post-divorce family support each month in the minimum  
20 amount of \$2,500, or 50% of Alex's gross monthly income, whichever amount is  
21 greater, for a period of 15 years. That amount included the \$819 in child support  
22 detailed elsewhere in the *Decree of Divorce*.<sup>1</sup>

23          10.    While this action was still in Department T, Judge Brown entered orders,  
24 detailed in both the *Order From the January 10, 2017, Hearing*, and the *Decree of*  
25

26  
27               <sup>1</sup> This necessarily meant that Alex was required to pay the minimum sum of \$1,681 in post-  
28 divorce alimony/spousal support, in addition to \$819 in child support; sums payable for spousal  
support over \$1,681 depended on Alex's gross monthly income.

1 Divorce, finding that Alex failed to abide by the temporary orders, which resulted in  
2 judgments being issued against him.

3 11. The following amounts relating to the temporary financial orders were  
4 reduced to judgment and made collectible by any and all lawful means, with legal  
5 interest accruing on the judgments as of January 10, 2017:

- 6 a. Temporary Family Support Arrears (relating to payments  
7 from December 1, 2015, through April 30, 2016): totaling  
8 \$3,425.18 with interest and penalties;<sup>2</sup>  
9 b. Temporary Medical Insurance Arrears (relating to  
10 insurance premiums for the minor child from December 1,  
11 2015, through January 10, 2017): totaling \$2,136.27 with  
12 interest and penalties; and  
13 c. Temporary Medical Insurance Arrears (relating to  
14 insurance premiums for Tara from December 1, 2015,  
15 through January 10, 2017): totaling \$4,225.15 with interest.

16 12. This case was administratively reassigned from Department T to  
17 Department H on July 7, 2017.

18 13. Tara filed an *Updated Cover Sheet for Schedules of Arrears* on  
19 September 15, 2017, wherein she detailed all of the payments Alex had made towards  
20 his minimum family support obligation of \$2,500 per month, and for Nicole's  
21 insurance premiums under the *Decree* through September 12, 2017.

22 14. At this point and prospectively, to ensure that penalties and interest are  
23 applied properly to the amounts owed, the Court will require a breakdown of Alex's  
24 child support arrears and alimony/spousal support arrears, which Mr. Creel shall  
25 provide to Alex. Penalties and interest should apply to Alex's child support arrears  
26 and medical insurance arrears, and only interest should apply to Alex's  
27 alimony/spousal support arrears or other non-child support sums.

28 <sup>2</sup> Interest and penalties were applied to this arrearage by Department T as there was no  
specification in the *Order* from the November 19, 2015, hearing as to what portion was child support  
and what portion was spousal support.

1 15. Alex's child support arrears from May 1, 2016, through September 12,  
2 2017, provide that he owes the principal sum of \$4,633; that sum is \$5,260.25 with  
3 interest and penalties as of September 12, 2017.

4 16. Alex's alimony/spousal support arrears from May 1, 2016, through  
5 September 12, 2017, provide that he owes the minimum principal sum of \$10,265;  
6 that sum is \$10,812.09 with interest as of September 12, 2017.

7 17. Alex's medical insurance arrears relating to his obligation to provide  
8 medical insurance for the minor child from February 1, 2017, through September 12,  
9 2017, indicate that he owes the principal sum of \$2,210.87; that sum is \$2,315.99  
10 with interest and penalties as of September 12, 2017.

11 18. Alex also owes the principal sum of \$715.50 in unreimbursed medical  
12 expense arrears.

13  
14 **THE COURT HEREBY ORDERS:**

15 1. Tara's request to reduce to judgment Alex's support, medical insurance,  
16 and unreimbursed medical expense arrears under the *Decree* orders is granted.

17 2. To prevent future confusion, all outstanding sums are recapitulated in  
18 this *Order* and brought current to the date of the hearing of this matter on October 6,  
19 2017:

20 Under the temporary financial orders:

- 21 a. Temporary Family Support Arrears (relating to payments  
22 from December 1, 2015, through April 30, 2016): the  
23 principal sum of \$2,870; that sum is \$3,762.13 with interest and  
24 penalties.<sup>3</sup>
- 25 b. Temporary Medical Insurance Arrears (relating to  
26 insurance premiums for the minor child from December 1,

27  
28 <sup>3</sup> See Exhibit 1, MLAW Arrearage Calculation Summary detailing Alex's temporary family  
support arrears.

2015, through January 10, 2017): the principal sum of \$1,963.50; that sum is \$2,366.80 with interest and penalties.<sup>4</sup>

- c. Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017): the principal sum of \$4,097.10; that sum is \$4,404.21 with interest.<sup>5</sup>

Under the Decree orders:

- a. Child Support Arrears (relating to payments from May 1, 2016, through September 30, 2017): the principal sum of \$4,633; that sum is \$5,309.75 with interest and penalties.<sup>6</sup>
- b. Alimony/Spousal Support Arrears (relating to payments from May 1, 2016, through September 30, 2017): the principal sum of \$10,265; that sum is \$10,854.27 with interest.<sup>7</sup>
- c. Medical Insurance Arrears (relating to insurance premiums for the minor child from February 1, 2017, through September 30, 2017): the principal sum of \$2,210.87; that sum is \$2,339.61 with interest and penalties.<sup>8</sup>
- d. Unreimbursed Medical Expense Arrears: totaling \$715.50.

All of these sums are hereby reduced to judgment as of October 6, 2017, and made collectible by any and all lawful means.

3. Based on the statements made by Alex in Open Court as to what he can pay in the next week, he shall pay to Tara, through the WILLYCK LAW GROUP, the sum of \$3,500 on or before the close of business on October 13, 2017.

<sup>4</sup> See Exhibit 2, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for the minor child.

<sup>5</sup> See Exhibit 3, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for Tara.

<sup>6</sup> See Exhibit 4, MLAW Arrearage Calculation Summary detailing Alex's current child support arrears.

<sup>7</sup> See Exhibit 5, MLAW Arrearage Calculation Summary detailing Alex's current alimony/spousal support arrears.

<sup>8</sup> See Exhibit 6, MLAW Arrearage Calculation Summary detailing Alex's current medical insurance arrears relating to insurance premiums for the minor child.

1           4.     A Status Check regarding Alex's payment of \$3,500 is set for October  
2 16, 2017, at 11:00 a.m.

3           5.     If Alex has paid the sum of \$3,500 on or before the close of business on  
4 October 13, 2017, the Court shall waive his personal appearance at the October 16,  
5 2017, Status Check and he may appear telephonically.

6           6.     At the time of the Status Check, the Court will confirm when the next  
7 payment will be made by Alex to Tara with the goal of establishing a reasonable  
8 payment plan both prospectively and to satisfy outstanding arrearages.

9           7.     To determine the reasonableness of any payment plan, Alex shall file a  
10 *Detailed Financial Disclosure Form* prior to October 16, 2017. It is understood that  
11 the last day for Alex to file his 2016 taxes is October 16, 2017, and per the terms of  
12 the *Decree*, his 2016 income information is to be supplied to Tara's counsel.

13           8.     In accordance with filing a *Detailed Financial Disclosure Form*, Alex  
14 shall provide his most recent Schedule C Profit or Loss From Business, Form 1065  
15 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income  
16 Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US  
17 Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well  
18 as all documents supporting the numbers contained within his Schedules/Income  
19 Statements.

20           9.     The issue of attorney's fees shall be deferred, with the understanding that  
21 Mr. Creel may prepare and submit a *Memorandum of Fees and Costs*.

22 \*\*\*\*\*

23 \*\*\*\*\*

24 \*\*\*\*\*

25 \*\*\*\*\*

26 \*\*\*\*\*

27 \*\*\*\*\*

28 \*\*\*\*\*



10. Mr. Creel shall prepare the Order from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 7 day of November, 2017.

*[Signature]*

DISTRICT COURT JUDGE

T. ART RITCHIE, JR.  
Approved as to Form and Content By:  
ALEX B. GHIBAUDO, PC

SIGNATURE  
REFUSED

Respectfully Submitted By:  
WILICK LAW GROUP

*[Signature]*

MARSHAL S. WILICK, ESQ.  
Nevada Bar No. 2515  
TREVOR M. CREEL, ESQ.  
Nevada Bar No. 11943  
3591 E. Bonanza Road, Suite 200  
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Attorneys for Plaintiff

ALEX B. GHIBAUDO, ESQ.  
Nevada Bar No. 10592  
CHRISTOPHER A. AARON, ESQ.  
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703 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Attorneys for Defendant

\\wlgserver\company\wp16\KB\LOGO, TUDRA\PTS\00202769.WPD

*Steven D. Grierson*

1 **ORDER**  
2 WILICK LAW GROUP  
3 MARSHAL S. WILICK, ESQ.  
4 Nevada Bar No. 2515  
5 3591 E. Bonanza Road, Suite 200  
6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Former Attorneys for Plaintiff

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

9 **TARA KELLOGG,**  
10 **Plaintiff,**

11 **vs.**

12 **ALEX GHIBAUDO,**  
13 **Defendant.**

**CASE NO:** D-15-522043-D  
**DEPT. NO:** H

**DATE OF HEARING:** 2/26/2018  
**TIME OF HEARING:** 10:00 A.M.

14 **ORDER FROM THE FEBRUARY 26, 2018, HEARING**

15 This matter came on for hearing at the above date and time before the Hon. T.  
16 Arthur Ritchie, Jr., District Court Judge, Family Division. Movant, WILICK LAW  
17 GROUP, was present and represented by Trevor M. Creel, Esq.; Plaintiff, Tara  
18 Kellogg, was not present; and Defendant, Alex Ghibaud, was present and  
19 represented himself in proper person.

20 The Court, having reviewed the papers and pleadings on file herein, and  
21 entertained oral argument of counsel, makes the following findings and orders:  
22

23 **THE COURT HEREBY FINDS:**

- 24
- 25 1. WILICK LAW GROUP's *Motion* to adjudicate its attorney's lien was  
26 properly served, with no opposition timely filed by Plaintiff or Defendant.  
27
- 28

1           2.     WILICK LAW GROUP has complied with the requirements of NRS  
2     18.015(3) by serving Plaintiff and Defendant with written notice of the *Lien* by  
3     certified mail, return receipt requested (see *Certificate of Service* filed on January 25,  
4     2018).

5           3.     NRS 18.015(6) provides, "[T]he court SHALL, after 5 days' notice to  
6     all interested parties, adjudicate the rights of the attorney, client or other parties and  
7     enforce the lien."

8           4.     The fees charged by the WILICK LAW GROUP are reasonable under the  
9     standards set forth by the Nevada Supreme Court in *Brunzell*<sup>1</sup> and *Wilfong*<sup>2</sup> and were  
10    necessarily incurred. As to the *Brunzell* factors:

11       a.     *The Qualities of the Advocate:* the principal of the firm and supervising  
12       counsel, Marshal S. Willick, Esq., is A/V rated, a peer-reviewed and certified  
13       (and re-certified) Fellow of the American Academy of Matrimonial Lawyers,  
14       and a Certified Specialist in Family Law, with substantial ability, training,  
15       education, experience, professional standing and skill. Trevor M. Creel, Esq.,  
16       the associate attorney assigned to Plaintiff's case, works exclusively in the  
17       field of family law, and has done so for over seven years.

18       b.     *The Character of the Work to Be Done:* the work requested by the  
19       client was of such difficulty, intricacy, and importance, and required such time  
20       and skill of counsel and his staff as to merit the fees charged for those tasks.

21       c.     *The Work Actually Performed by the Lawyer:* counsel's skill, time, and  
22       attention given to the work denoted proper investigation into the relevant facts,  
23       proper review of the applicable law, and appropriate application of one to the  
24       other.

25       d.     *The Result:* the result in the action through this date was appropriate  
26       given the factual circumstances and applicable law, and the client derived the  
27       benefits reasonably available under the circumstances.

28           **THE COURT HEREBY ORDERS:**

1.     WILICK LAW GROUP's *Motion to Adjudicate Attorney's Rights, to  
Enforce Attorney's Lien, and for an Award of Attorney's Fees*, filed January 24, 2018,  
is granted in the amount of the *Lien for Attorney's Fees*, filed on January 24, 2018.

<sup>1</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

<sup>2</sup> *Miller v. Wilfong*, 121 Nev. 119, P.3d 727 (2005).

1 Accordingly, the sum of \$61,758.97, plus interest, as of January 23, 2018, is hereby  
2 reduced to judgment against Tara Kellogg and made collectible by any and all lawful  
3 means.

4 2. WILICK LAW GROUP's request for additional fees and costs incurred in  
5 adjudicating its *Lien* is denied.

6 3. Mr. Creel shall prepare the *Order* from today's hearing and directly  
7 submit the same for the Court's signature.


8 IT IS SO ORDERED this 12 day of March, 2018.

9  
10  
11   
DISTRICT COURT JUDGE

12 T. ART RITCHIE, JR. *Kp*

13 Respectfully Submitted By:

14 WILICK LAW GROUP

15  
16   
MARSHAL S. WILICK, ESQ.  
17 Nevada Bar No. 2515  
TREVOR M. CREEL, ESQ.  
18 Nevada Bar No. 11943  
3591 East Bonanza Road, Suite 200  
19 Las Vegas, Nevada 89110  
(702) 438-4100  
20 Former Attorneys for Plaintiff

21 \ judgeserver\company\wp\10\KPL\1100\1\TDR\ARTS.00324762.WPD



1 **ORD**  
2 **LEAVITT LAW FIRM**  
3 **DENNIS M. LEAVITT, ESQ.**  
4 Nevada Bar No. 3757  
5 **Dennis@LeavittLawFirm.com**  
6 **FRANK A. LEAVITT, ESQ.**  
7 Nevada Bar No. 13907  
8 **Frank@LeavittLawFirm.com**  
9 229 Las Vegas Blvd. So.  
10 Las Vegas, Nevada 89101  
11 (702) 384-3983  
12 (702) 384-6105 (Fax)  
13 *Attorney for Plaintiff,*  
14 **TARA KELLOGG-GHIBAUDO**

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 **TARA KELLOGG-GHIBAUDO,**

**CASE NO.: D-15-522043-D**

12 **Plaintiff,**

**DEPT. NO.: H**

13 **vs.**

14 **ALEX GHIBAUDO,**

15 **Defendant.**

16 **ORDER**

17 **THIS MATTER HAVING COME ON** before the above-entitled Court for a hearing;  
18 **and Plaintiff, Tara Kellogg-Ghibaudo** appearing in person and with her attorney, Dennis  
19 **M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq. appearing in**  
20 **person and representing himself; and the Court stated the agreement was Defendant was**  
21 **required to pay Plaintiff the minimum of \$2,500 per month. Further, there has to be clear**  
22 **and convincing evidence for there to be direct civil contempt and this Court has jurisdiction**  
23 **to enforce. The Court stated for purposes of contempt, Defendant was to pay no less than**  
24 **\$2,500 per month. Court stated the Defendant's admission that payment was not made**  
25 **is what prompted this Evidentiary Hearing being set. Attorney Ghibaudo stated the Orders**  
26 **are crystal clear and he is not contesting that he has not paid what was ordered. Court**  
27 **stated this is a indirect civil contempt hearing and this is the last resort. Attorney Ghibaudo**  
28

LEAVITT LAW FIRM  
229 Las Vegas Blvd. So., Las Vegas, NV 89101  
(702) 384-3963 - fax (702) 384-6105

1 admitted he has not paid for January through March 2018. The parties were sworn and  
2 testified from their tables; good cause appearing therefore;

3 **COURT FINDS**, there is a clear Order of Defendant's obligation to pay and there  
4 is a finding of contempt.

5 **THEREFORE, IT IS HEREBY ORDERED** that Defendant shall be SENTENCED  
6 to TWO (2) DAYS in the Clark County Detention Center, which SENTENCE shall be  
7 STAYED upon Defendant's PAYMENT of \$7,500.00 (three months of \$2,500.00 each) by  
8 March 30, 2018. If Defendant pays the \$7,500.00, he can bring a request to PURGE the  
9 CONTEMPT. To PURGE the CONTEMPT, Defendant shall pay the Plaintiff DIRECTLY.

10 **IT IS FURTHER ORDERED** that if Defendant is required to serve the SENTENCE  
11 of 2 DAYS for CONTEMPT, the SENTENCE shall take place on the WEEKEND,  
12 Defendant shall APPEAR at the Clark County Detention Center, and Defendant shall be  
13 REMANDED on a Friday and RELEASED on a Sunday. All REMAINING ISSUES shall  
14 be DEFERRED.

15 DATED this 27 day of March 2018.

16  
17   
18 DISTRICT COURT JUDGE

19 ART RITCHIE, JR. 

20 Respectfully Submitted By:

21 LEAVITT LAW FIRM

22   
23 DENNIS M. LEAVITT, ESQ.

24 Nevada Bar No. 3757

25 229 Las Vegas Blvd. So.

26 Las Vegas, Nevada 89101

27 (702) 384-3963

28 (702) 384-6105 (Fax)

Attorney for Plaintiff,

TARA KELLOGG-GHIBAUDO

**Willick Law Group**  
3591 E. Bonanza Rd., Suite 200  
Las Vegas, Nevada 89110-2101  
Web page: [www.willicklawgroup.com](http://www.willicklawgroup.com)  
Billing Q&A [faith@willicklawgroup.com](mailto:faith@willicklawgroup.com)

June 10, 2019

Ms. Tara Kellogg-Ghibaudo  
2050 W. Warm Springs  
Henderson, NV 89014  
cwb  
email: [tarakellogg1@gmail.com](mailto:tarakellogg1@gmail.com)

File Number: 16-058.DIV  
Invoice # 88482

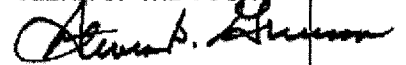
RE: Kellogg-Ghibaudo v. Ghibaudo, Alex  
D-15-522043-D  
CWB

Statement of Account for Services Rendered Through June 10, 2019

Previous Balance Due	<u>\$ 82,902.54</u>
Interest Charge	
Interest Charge on past due balance of \$64,530.64	\$ 541.00
Percentage Rate: 18.00 percent	
Days in Billing Cycle: 17	
TOTAL NEW CHARGES	<u>\$ 541.00</u>
PAYMENTS AND CREDITS	
	<u>                    </u>
Total Payments and Credits	<u>\$ 0.00</u>
SUMMARY OF ACCOUNT	
Balance Forward	\$ 82,902.54
Total New Charges	541.00
Payments, credits, and/or retainer used	<u>0.00</u>
<b>TOTAL AMOUNT DUE</b>	<b><u>\$ 83,443.54</u></b>

INTEREST WILL BE CHARGED ON PAST DUE AMOUNTS  
AT THE RATE OF 18.00 PERCENT

Please note, the Willick Law Group has adjusted the billing rates of some members of the legal staff as follows: Richard Crane, Esq. \$400 per hour; Ms. Mallory Yeargan \$175 per hour; and Mr. Justin Johnson \$150 per hour. These rates will be in effect as of June 26, 2019.



**ORDR**

RADFORD J. SMITH, CHARTERED  
RADFORD J. SMITH, ESQ.  
Nevada State Bar No. 002791  
2470 St. Rose Parkway, Suite 206  
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Telephone: (702) 990-6448  
Facsimile: (702) 990-6456  
rsmith@radfordsmith.com  
*Attorneys for Defendant*

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
FAMILY DIVISION**

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,

vs.

ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D  
DEPT NO.: H

Date of Hearing: July 8, 2019  
Time of Hearing: 10:00 a.m.

**ORDER AFTER JULY 8, 2019 HEARING**

This matter having come on for hearing on the 8<sup>th</sup> day of July, 2019 at the hour of 10:00 a.m. regarding Defendant's Motion to Modify Spousal Support, and Plaintiff's Opposition thereto, Plaintiff, TARA KELLOGG- GHIBAUDO, being present and represented by Sigal Chattah, Esq., Defendant, ALEX GHIBAUDO, being present and represented by Radford Smith, Esq., the honorable T. Arthur Richie presiding the Court finds and orders as follows:

...

OCT 14 2019 ✓



1       **THE COURT FINDS** that Mr. Smith represents that his office was not served with  
2 Plaintiff's Opposition and Countermotion, filed on June 20, 2019, however it was obtained  
3 by his staff on Wednesday, July 3, 2019. He further states that because of the ensuing  
4 holiday on July 4, 2019 and prior commitments on July 5, 2019 he did not have the  
5 opportunity to file a Reply. Defendant shall have 10 days to file a Reply and Opposition to  
6 the Countermotion or address the reply through a pre-evidentiary hearing memorandum.  
7 The Court will defer ruling on Plaintiff's countermotion until after the evidentiary hearing  
8 scheduled under this Order.  
9

12       **THE COURT FURTHER FINDS**, without prejudice, that Defendant's Motion to  
13 Vacate the Decree of Divorce is untimely. The Court, however, finds adequate cause for  
14 an evidentiary hearing on the issue of Defendant's request to modify alimony. Pursuant to  
15 NRCP 16.2, the parties are free to perform discovery regarding the pending motions prior  
16 to the evidentiary hearings  
17

19       **THE COURT FURTHER FINDS** that the Decree provided that a portion of  
20 Defendant's support obligation was attributed to child support. However, the minor child  
21 beneficiary of such support has emancipated and graduated high school, therefore  
22 Defendant's child support obligation has expired. *See* July 8, 2019 Video Transcript at  
23 10:19:08.  
24

26       ...

27       ...

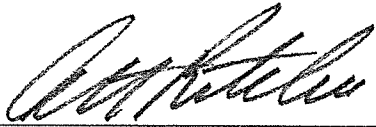
1       **IT IS HEREBY ORDERED** that discovery is open for a period of ninety (90) days.

2       **IT IS FURTHER ORDERED** that a case management conference will be held on  
3  
4 Tuesday October 15, 2019 at 10:00 a.m. to determine the progress of discovery, and to  
5 determine whether the parties are prepared to proceed to evidentiary hearing.  
6

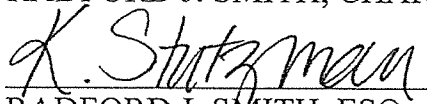
7       **IT IS FURTHER ORDERED** that the court shall defer on all other issues raised by  
8 Defendant's Motions and Countermotions until the time of the evidentiary hearing.  
9

10       **IT IS SO ORDERED.**

11 Dated this 17 day of October, 2019.

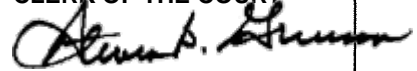
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13   
14 DISTRICT COURT JUDGE   
15 T ART RITCHIE, JR.

16  
17 *Respectfully submitted by:*  
18 RADFORD J. SMITH, CHARTERED

19   
20 RADFORD J. SMITH, ESQ.  
21 Nevada Bar No. 002791  
22 KIMBERLY A. STUTZMAN, ESQ.  
23 Nevada St. Bar No. 014085  
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25 Henderson, NV 89074  
26 (702) 990-6448  
27 rsmith@radfordsmith.com  
28 *Attorneys for Defendant*

*Approved as to form and content:*  
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Las Vegas, Nevada 89118  
(702)360-6200  
chattahlaw@gmail.com  
*Attorney for Plaintiff*



1 **NEOJ**

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada State Bar No. 002791

5 2470 St. Rose Parkway, Suite 206

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 rsmith@radfordsmith.com

10 *Attorneys for Defendant*

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

13 TARA KELLOGG-GHIBAUDO,

14 Plaintiff,

15 vs.

16 ALEX GHIBAUDO,

17 Defendant.

CASE NO.: D-15-522043-D

DEPT NO.: H

**FAMILY DIVISION**

18 **NOTICE OF ENTRY OF ORDER AFTER JULY 8, 2019 HEARING**

19 PLEASE take Notice that the Order After July 8, 2019 Hearing was entered by the  
20 above-entitled Court on the 21<sup>st</sup> day of October, 2019 a copy of which is attached hereto.

21 DATED this 22 day of October, 2019.

22 RADFORD J. SMITH, CHARTERED

23   
24 \_\_\_\_\_  
25 GARIMA VARSHNEY, ESQ.

26 Nevada State Bar No. 011878

27 2470 St. Rose Parkway, Suite 206

28 Henderson, Nevada 89074

*Attorneys for Defendant*

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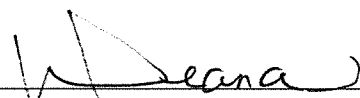
**CERTIFICATE OF SERVICE**

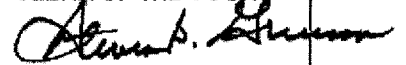
I hereby certify that I am an employee of RADFORD J. SMITH, CHARTERED ("the Firm"). I am over the age of 18 and not a party to the within action. I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as Notice of Entry of Order After July 8, 2019 Hearing on this 22<sup>nd</sup> day of October 2019, to all interested parties as follows:

☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court", by mandatory electronic service through the Eighth Judicial District Court's electronic filing system:

SIGAL CHATTAH, ESQ.  
CHATTAH LAW GROUP  
5875 S. Rainbow Blvd #204  
Las Vegas, Nevada 89118  
*Attorney for Plaintiff*

  
\_\_\_\_\_  
An Employee of Radford J. Smith, Chartered



**ORDR**

RADFORD J. SMITH, CHARTERED  
RADFORD J. SMITH, ESQ.  
Nevada State Bar No. 002791  
2470 St. Rose Parkway, Suite 206  
Henderson, Nevada 89074  
Telephone: (702) 990-6448  
Facsimile: (702) 990-6456  
rsmith@radfordsmith.com  
*Attorneys for Defendant*

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
FAMILY DIVISION**

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,

vs.

ALEX GHIBAUDO,  
  
Defendant.

CASE NO.: D-15-522043-D  
DEPT NO.: H

Date of Hearing: July 8, 2019  
Time of Hearing: 10:00 a.m.

**ORDER AFTER JULY 8, 2019 HEARING**

This matter having come on for hearing on the 8<sup>th</sup> day of July, 2019 at the hour of 10:00 a.m. regarding Defendant's Motion to Modify Spousal Support, and Plaintiff's Opposition thereto, Plaintiff, TARA KELLOGG- GHIBAUDO, being present and represented by Sigal Chattah, Esq., Defendant, ALEX GHIBAUDO, being present and represented by Radford Smith, Esq., the honorable T. Arthur Richie presiding the Court finds and orders as follows:

...

OCT 14 2019 ✓

1           **THE COURT FINDS** that Mr. Smith represents that his office was not served with  
2 Plaintiff's Opposition and Countermotion, filed on June 20, 2019, however it was obtained  
3 by his staff on Wednesday, July 3, 2019. He further states that because of the ensuing  
4 holiday on July 4, 2019 and prior commitments on July 5, 2019 he did not have the  
5 opportunity to file a Reply. Defendant shall have 10 days to file a Reply and Opposition to  
6 the Countermotion or address the reply through a pre-evidentiary hearing memorandum.  
7 The Court will defer ruling on Plaintiff's countermotion until after the evidentiary hearing  
8 scheduled under this Order.  
9

12           **THE COURT FURTHER FINDS**, without prejudice, that Defendant's Motion to  
13 Vacate the Decree of Divorce is untimely. The Court, however, finds adequate cause for  
14 an evidentiary hearing on the issue of Defendant's request to modify alimony. Pursuant to  
15 NRCP 16.2, the parties are free to perform discovery regarding the pending motions prior  
16 to the evidentiary hearings  
17

19           **THE COURT FURTHER FINDS** that the Decree provided that a portion of  
20 Defendant's support obligation was attributed to child support. However, the minor child  
21 beneficiary of such support has emancipated and graduated high school, therefore  
22 Defendant's child support obligation has expired. *See* July 8, 2019 Video Transcript at  
23 10:19:08.  
24

26           ...

27           ...

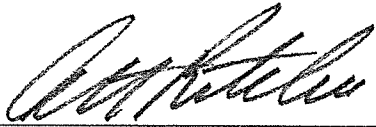

1       **IT IS HEREBY ORDERED** that discovery is open for a period of ninety (90) days.

2       **IT IS FURTHER ORDERED** that a case management conference will be held on  
3  
4 Tuesday October 15, 2019 at 10:00 a.m. to determine the progress of discovery, and to  
5 determine whether the parties are prepared to proceed to evidentiary hearing.  
6

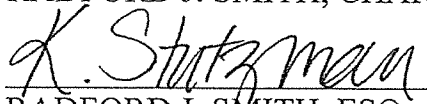
7       **IT IS FURTHER ORDERED** that the court shall defer on all other issues raised by  
8 Defendant's Motions and Countermotions until the time of the evidentiary hearing.  
9

10       **IT IS SO ORDERED.**

11 Dated this 17 day of October, 2019.

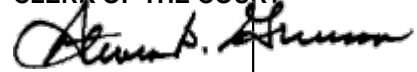
12  
13   
14 DISTRICT COURT JUDGE   
15 T ART RITCHIE, JR.

16  
17 *Respectfully submitted by:*  
18 RADFORD J. SMITH, CHARTERED

19   
20 RADFORD J. SMITH, ESQ.  
21 Nevada Bar No. 002791  
22 KIMBERLY A. STUTZMAN, ESQ.  
23 Nevada St. Bar No. 014085  
24 2470 St. Rose Parkway, Suite 206  
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26 (702) 990-6448  
27 rsmith@radfordsmith.com  
28 *Attorneys for Defendant*

*Approved as to form and content:*  
CHATTAH LAW GROUP

  
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*Attorney for Plaintiff*



**MOT**

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Attorney for Plaintiff/Counterdefendant  
*Tara Kellogg Ghibaudo*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TARA KELLOGG GHIBAUDO,	)	
	)	CASE NO.: D-15-522043-D
	)	DEPT.: H
Plaintiff,	)	
	)	<b>PLAINTIFF'S RE-NOTICE OF</b>
vs.	)	<b>COUNTERMOTION FOR AN ORDER</b>
	)	<b>TO SHOW CAUSE, ENFORCEMENT OF</b>
ALEX GHIBAUDO,	)	<b>CURRENT ORDERS AND RELATED</b>
	)	<b>RELIEF</b>
	)	
Defendant.	)	<b>DEMAND FOR ORAL ARGUMENTS</b>
	)	
	)	

**RE-NOTICE OF COUNTERMOTION FOR AN ORDER TO SHOW CAUSE,  
ENFORCEMENT OF CURRENT ORDERS AND RELATED RELIEF**

COMES NOW, Plaintiff, TARA GHIBAUDO KELLOGG, by and through her attorney  
of record, SIGAL CHATTAH, ESQ., of CHATTAH LAW GROUP, who hereby submits this  
MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT SHOULD NOT  
BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DECREE AND  
SANCTIONS AGAINST DEFENDANT, ENFORCEMENT OF CURRENT ORDERS.

Dated this 22nd day of October, 2019.



Plaintiff and Counsel have attempted to resolve this matter with Defendant and Defendant' Counsel. The Parties by and through their Counsel have reached an impasse and this Court's involvement is necessary to resolve the issues on the merit.

**TO: ALEX GHIBAUDO** the above mentioned Defendant;

**YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that the undersigned will bring the forgoing **MOTION FOR TEMPORARY ORDERS**, filed in the above-captioned matter on for hearing in the above-entitled Court on the \_\_\_\_ day of October, 2019, at the hour of \_\_\_\_\_o'clock , in Department H, or as soon thereafter as counsel may be heard. You are required to attend if you wish to attend if you wish to oppose said Motions.

DATED this <sup>-22nd</sup> day of October, 2019.

CHATTAH LAW GROUP

/s/ SIGAL CHATTAH  
SIGAL CHATTAH ESQ.  
Nevada Bar No.: 8264  
CHATTAH LAW GROUP  
5875 S. Rainbow Blvd #204  
Las Vegas, Nevada 89118  
Attorney for Plaintiff  
*Tara Kellogg Ghibauda*

1  
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **PROCEDURAL POSTURE**

4 On February 1, 2017, the Court entered into a Decree of Divorce based on stipulations and  
5 concessions reached through a settlement conference. The Decree had the following provisions as  
6 to custody, spousal support and child support:

7 **Child Custody Provisions:**

8 The parties “enjoy joint legal custody of their child Nicole born May 17, 2001”.  
9 Neither parent was to “estrangle the child from the other” or “disparage the other parent...in  
10 the presence of the child.” “The parents shall consult and cooperate...relating to health care  
11 of the child”. “Neither parent shall be permitted to use illicit drugs...obtained illegally [or]  
12 in the presence of the minor child”.

13 **b. Child Support Provisions:**

- 14 1. “Based on Alex’s representation that his gross monthly income is \$6,666.00 his  
15 child support shall be set at the presumptive maximum amount of \$819 per  
16 month...paid directly to Tara...on the 1<sup>st</sup> day of every month, commencing on  
17 November 19, 2015”. [The current maximum is \$1138.00]  
18 2. “*Alex shall continue* (italics added) to provide **medical insurance** for the minor  
19 child so long as it is reasonable in cost.”

20 **c. Miscellaneous Child Provisions**

21 Communications “shall be done in a respectful manner.”

22 **d. Division of Community Assets and Debts**

- 23 1. Alex’s “share of the law practice shall remain community property...one-half  
24 interest [to Tara]”.  
25 2. All debts before the decree “shall be solely borne by Alex, including personal loans  
obtained by Tara, and all of her medical bills.”

**e. Post-Divorce Family Support**

- 1 “In exchange for waiving any claim that she might have otherwise made concerning  
Alex’s dissipation of marital assets, Alex shall provide Tara with family support in the  
minimum amount of \$2,500 per month for a period of 15 years, or 50% of Alex’s gross  
monthly income, whichever amount is greater. This amount includes the \$819 in child  
support...As examples only, if Alex’s gross monthly income is \$10,000, he shall pay  
Tara with a family support payment of \$5000.; in the event Alex’s gross monthly income  
is \$4000, he shall provide Tara with the minimum family support payment \$2500, as that  
amount is greater than 50% of Alex’s gross monthly income.

- 2 When Nicole reaches age 18 “Alex’s family support obligation shall continue in  
the minimum amount of \$2,500, or the greater amount of one-half of the difference

between the party's incomes and shall not be reduced to account for the termination of child support.

3. "For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns *every year* (italics added).

4. This Court specifically reserves jurisdiction to address disputes with respect to gross monthly income.

e. Miscellaneous Provisions

1. The parties shall file separate tax returns for 2016 and each year thereafter.

2. The prevailing party in any dispute relating to the decree shall be entitled to an award of attorney fees.

3. This Court shall reserve jurisdiction as necessary to enforce all its orders.

f. Child Support Notices

1. Alex is subject to NRS 125.450 requiring provision of medical and other care and support for minor child. He is also subject to this Court's 30/30 rule.

2. Alex and his corporate employer is subject to order of Assignment under NRS 31A.020 et seq.

3. Alex is responsible for attorney fees, interest, and penalties for delinquent child support pursuant to NRS 125B.140.

**A. ALEX HAS VIOLATED EVERY POST- DECREE COURT ORDER WITH MINIMAL RECOURSE OR REMEDY TAKEN AGAINST HIM**

On **May 16, 2017** the Honorable Judge Brown entered an Order awarding Tara **\$2,000.00** and reducing same to judgment.

On **October 6, 2017** this Court updated the arrears, interest, and penalties on all sums due prior to the decree (now reduced to judgment as of October 6, 2017) as follows:

1. Temporary Family Support Arrears (relating to payments from 12/1/15-4/30/16) totaling **\$3,762.13** with interest and penalties;

2. Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from 12/1/15-1/10/17) totaling **\$2,366.80** with interest and penalties.

3. Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015-1/10/17); totaling **\$4,404.21** with interest.

- 1 4. Child Support Arrears (relating to payments from 5/1/16-9/30/17): the  
2 principal sum of **\$4,653**; that sum is **\$5,309.75** with interest and penalties.
- 3 5. Alimony/Spousal Support Arrears (relating to payments from 5/1/16-  
4 9/30/17): the principal sum of **\$10,265.00**; that sum is **\$10,854.27** with  
5 interest.
- 6 6. Medical Insurance Arrears (relating to insurance premiums for the minor  
7 child from 2/1/17-9/30/17); the principal sum of **\$2,210.87**; that sum is  
8 **\$2339.61** with interest and penalties.
- 9 7. Unreimbursed Medical Expense Arrears: totaling **\$715.50**.
- 10 8. Alex to file a Detailed Financial Disclosure Form prior to October 16, 2017,  
11 and to supply Tara with his 2016 tax returns after October 16, 2017, as per  
12 the terms of the decree.
- 13 9. Alex shall provide his most recent Schedule C Profit or Loss from Business.

14 **10. Attorney Fees deferred.**

15  
16 On **October 16, 2017** this Court issued the following Order

- 17 1. Alex to pay Tara **\$3500.00** on or before November 12, 2017, with a status  
18 check scheduled for November 13<sup>th</sup> “with the goal of establishing a  
19 reasonable payment plan both prospectively and to satisfy outstanding  
20 arrearages.”
  - 21 2. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara  
22 and her counsel with his personal and business tax returns for 2016 prior to  
23 November 13, 2017.
  - 24 3. Alex shall provide his most recent Schedule C Profit or Loss from Business.
- 25

1                                   **4. Attorney Fees deferred.**

2           On **December 20, 2017** this Court held a hearing with the following findings:

- 3                   1. Attorney Leavitt “may conduct a little DISCOVERY into the Defendant’s
- 4                   TAX RETURNS and BANK ACCOUNTS” with such records to remain
- 5                   CONFIDENTIAL.
- 6                   2. Defendant to pay Plaintiff \$2500.00 by 1/12/18.
- 7                   3. As soon as Defendant FILES his 2016 TAX RETURN, he is to provide
- 8                   Attorney Levitt with a copy.

9                                   **4. Attorney Fees deferred**

10                   Every time Tara has taken measures to simply enforce the Decree that has been previously

11                   enforced by this Court, Tara is simply given the runaround. Also, disturbingly, Tara’s attorney’s

12                   fees she is entitled to under the Decree, have been deferred to a point where Tara now bears the

13                   burden of a \$61,000.00 Judgment against her by her own Counsel because of the Court’s refusal

14                   to award attorneys fees **mandated under the Decree.**

15                   The stipulated terms includes the following:

16                   **The prevailing party in any dispute relating to the**

17                   **decree shall be entitled to an award of attorney fees.**

18                   This Court has deferred the issue of attorney’s fees at every hearing. Such deferment of

19                   attorney’s fees, despite a specific clause in the Decree instructing the Court to award attorneys fees

20                   has accumulated to astronomical proportions and include:

21                   \$56,000.00 USD paid to Willick Law Group

22                   \$83,443.54 outstanding to Willick Law Group

23                   \$10,500.00 Dennis Leavitt

1           Accruing Fees to Chattah Law Group pending this matter.

2           **The amount that Tara has been forced to pay for the enforcement of the Decree is**  
3 **\$149,943.54.** This amount is an amount that Tara is absolutely entitled to recover under the Decree  
4 of Divorce. The Court's failure to award such relief and continuously defer the issue of attorney's  
5 fees is both arbitrary and capricious. The words "[**The prevailing party in any dispute relating**  
6 **to the decree shall be entitled to an award of attorney fees**" do not provide for judicial discretion  
7 on the award of attorneys fees. The words "SHALL" can not be any clearer in a Decree of Divorce.

8           There is no substantiation in any record over the course of two years as to why the Court  
9 has refused to follow the terms of the Decree as it concerns an award of attorney's fees. Tara's  
10 victimization in this matter is two-fold, first by Defendant and his refusal to comply with the terms  
11 of the Decree, and second by this Court's refusal to grant her the relief she is entitled to under the  
12 Decree. It is an *absolute miscarriage of justice* when a litigant enforcing her rights under the  
13 Decree, is burdened with a Judgment for protecting her rights and the rights of her child.

14           Defendant's failure to comply with his fundamental support obligations has resulted in  
15 constant complaints that managing his business is difficult and in fact that it is hard for him,  
16 despite, as the Court indicated, he is averaging \$23,500.00 per month in gross receipts by his own  
17 admission. He has admitted to his personal incompetence when it comes to the management of his  
18 law office, and he admits that he has wasted a great deal of money on advertising and incompetent  
19 employees.

20           He has made the self-serving statement that this disarray that he claims in the keeping of  
21 financial records makes it impossible to know what one half his income is, a determination that is  
22 required to fulfill the requirements of the decree. Defendant's claimed business expenses fail to  
23 even plausibly explain his operations as a sole practitioner.  
24  
25

1 He effectively lied to the Court when he indicated a “hold” on his account when that “hold”  
2 was released that very day. He cannot pay, and yet he has a car payment of \$538.00 per month,  
3 offers paid cell phones to all his employees to whom he pays over \$7,000.00 per month, despite  
4 his belief that they are incompetent, and then he claims he does not support his girlfriend, but  
5 taunts counsel and his ex-spouse in emails and online that he has hired her as an office manager  
6 paying her \$48,000.00 per year.

7 This Court commented that Alex’s choices to hire employees and provide perks competes  
8 with his family obligations, and cannot stand in the way of his primary obligation to provide child  
9 and family support.

10 So, he has not paid his taxes, he maintains poor if any records, he hires incompetent staff,  
11 he drives an expensive vehicle, and all of those circumstances that he controls have been offered  
12 up to this Court as defenses to civil contempt that has served to keep him out of jail up to this  
13 point. He has at other times promised to provide information and pay more money inside the  
14 courtroom in decorous prose and then leaves the Courtroom and indicates with repeated expletives  
15 his intent to do no such thing. His dealings with Plaintiff’s counsel have been so unprofessional  
16 that they have generated multiple complaints to the State Bar and they assert conduct similar to  
17 the very complaints with the bar that resulted in 13 convictions and a five-year suspension. He  
18 even defied this Court’s discovery Order when he refused to comply with Plaintiff’s minimal  
19 discovery requests.  
20

21 What is clear is that Alex has by his own admission wasted money in mismanaging his  
22 firm, pays all his personal and business expenses first and then, when it suits him in order to avoid  
23 jail, he reluctantly, and sporadically pays what this court has recognized is his primary obligation,  
24 albeit minimally.  
25

Alex's recalcitrance has proved to be a profitable enterprise for him. This war of attrition is no doubt coolly preconceived to wear down the capacity of his ex-spouse to litigate her claims. It works to a point. Through the indulgence of her parents, whom themselves have limited resources, the Plaintiff has now spent over \$100,000.00 in attorney fees, including the \$63,000.00 in fees rendered to a judgment against her. Despite these fees, the Plaintiff has been obliged to spend, Alex's responsibilities to pay attorney fees have been repeatedly deferred.

## II.

### LEGAL ARGUMENT

#### A. TARA HAS PROVIDED SUFFICIENT EVIDENCE TO SATISFY THE STANDARD FOR A FINDING OF CONTEMPT BY THIS COURT

The contempt power involves a court's inherent power to protect dignity and decency in its proceedings, and to enforce its decrees. A district court generally has particular knowledge of whether a person has committed contempt. *S. Fork Band of the Te-Moak Tribe v. State Eng'r (in Re Determination of Relative Rights of Claimants & Appropriators of Waters of the Humboldt River Stream Sys.)*, 118 Nev. 901, 906 (Nev. 2002).

NRS 22.010 entitled *Acts or omissions constituting contempts*. Provides in pertinent part: [T]he following acts or omissions shall be deemed contempts:

3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.
7. **Abusing the process or proceedings of the court** or falsely pretending to act under the authority of an order or process of the court.  
[Emphasis added]

Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeding against is guilty of the contempt charged; and if it be found that he is guilty of the contempt, a fine, may be imprisoned not exceeding 25 days, or both, but no imprisonment shall exceed 25 days except as provided in NRS 22.110.



1 NRS 22.110 sets forth in pertinent part:

- 2 1. ... when the contempt consists in the omission to perform an act which is in the  
3 power of the person to perform, he may be imprisoned until he performs it. The  
4 required act must be specified in the warrant of commitment.

5 In civil, the contempt must be proven by clear and convincing evidence; in criminal, the  
6 proof of contempt must be beyond a reasonable doubt. *Falstaff Brewing Corp. v. Miller Brewing*  
7 *Co.*, 702 F.2d 770 (1983).

8 Civil contempt is characterized by the court's desire to **compel obedience to a court**  
9 **order**, or to compensate the contemnor's adversary for the injuries which result from the  
10 noncompliance. *Shillitani v. United States*, 384 U.S. 364, 369, 16 L. Ed. 2d 622, 86 S. Ct. 1531  
11 (1966). Thus, there are two forms of civil contempt: compensatory and coercive. *United States v.*  
12 *Asay*, 614 F.2d 655, 659 (9th Cir. 1980). A contempt adjudication is plainly civil in nature when  
13 the sanction imposed is wholly remedial, serves only the purposes of the complainant, and is not  
14 intended as a deterrent to offenses against the public. *McCrone v. United States*, 307 U.S. 61, 64,  
15 83 L. Ed. 1108, 59 S. Ct. 685 (1939).

16 A court's power to impose coercive civil contempt depends upon the ability of the  
17 contemnor to comply with the court's coercive order. *See Shillitani v. United States*, 384 U.S. at  
18 371 (citing *Maggio v. Zeitz*, 333 U.S. 56, 76, 92 L. Ed. 476, 68 S. Ct. 401 (1948)).

19 While civil contempt may have an incidental effect of vindicating the court's authority  
20 and criminal contempt may permit an adversary to derive incidental benefit from the fact that the  
21 sanction tends to prevent a repetition of the disobedience, such incidental effects do not change  
22 the primary purpose of either type of contempt. Where, however, a judgment of contempt  
23 contains an admixture of criminal and civil elements, "the criminal aspect of the order fixes its  
24 character for purposes of procedure on review." *Falstaff Brewing Corp. v. Miller Brewing*  
25

1 Co., 702 F.2d at 778 citing to *Penfield Co. of California v. Securities & Exchange Commission*,  
2 330 U.S. 585, 591, 91 L. Ed. 1117, 67 S. Ct. 918 (1947).

3 Prior to issuing a coercive civil contempt order, a court should weigh all the evidence  
4 properly before it determines whether or not there is actually a present ability to obey and whether  
5 failure to do so constitutes deliberate defiance or willful disobedience which a coercive sanction  
6 will break. *Falstaff* at 781 *fn*8.

7 In this matter, Alex has repeatedly refused to follow any Orders this Court has issued.  
8 Defendant's insolence over the past five years has been emboldened by the fact that this Court will  
9 simply not do anything to this litigant, aside from minimal admonishments. This Court has  
10 continuously allowed a litigant to violate Order after Order, burying Tara in judgments and fees  
11 by simply refusing to comply with the terms of the Decree.

12 **B. THE DECREE REQUIRES THE PRODUCTION OF TAX RETURNS AND**  
13 **FINANCIAL DISCLOSURE IN ORDER TO DETERMINE DEFENDANT'S**  
14 **FINANCIAL OBLIGATIONS**

15 The Decree clearly delineates the method to calculate the Defendant's obligation to pay  
16 "Post-Divorce Family Support" from his "gross monthly income." Fundamental to this  
17 determination is Alex's obligation to provide tax returns each year. As stated in Paragraph 6 on  
18 Page 9 of the Decree:

19 "For purposes of determining Alex's gross monthly income,  
20 He shall provide Tara, at minimum, his personal and business tax  
Returns every year..."

21 Despite promises to do so and Orders of this Court in the context of civil contempt  
22 proceedings, Alex has not provided either tax returns or updated Financial Disclosure Forms. In a  
23 hearing on 11/17/17, Alex offered a spreadsheet that was incorporated into the record as Exhibit  
24 A. This *document* was in direct non-compliance with Ghibaudo's previous promises to the court  
25 and the Judge's express orders.

1 Nevertheless, Alex represented to the Court that it was an accurate accounting of his  
2 income and expenses. Otherwise, the numbers are not supported with any exhibits or other  
3 supporting documents. Furthermore, he went to the trouble of having an accountant vouch to the  
4 court almost 18 months ago that returns were being prepared, and yet they still have not been  
5 produced.

6 Nevertheless, the spreadsheet contradicts other testimony of Alex in these proceedings. For  
7 example, he indicates on the spreadsheet that his income in February 2017 was \$22,100.31. Yet  
8 that contradicts Tara's recollection that when they were getting along, he showed her a bank  
9 statement wherein he made more than \$40,000.00 that same month.

10 At one point in the March 9, 2018 hearing Alex responded to the Court's question about  
11 his earnings in the previous month, and he stated income was down, and he earned \$15,900.00 that  
12 month. Perhaps thinking better of the misrepresentation made in open Court, Alex later  
13 remembered that he actually earned an additional \$15,000.00 in that previous month but that  
14 money was held in a different account, he explained, in what must be concluded was a feeble effort  
15 to correct his previous answer that was likely calculated to mislead the Court.  
16

17 A close look at the spreadsheet Alex provided to the Court for 2017 is full of unexplained  
18 ledger items which beg for scrutiny. For example, there is a line item for "productivity"; there are  
19 "filing fees" which the Court already observed were not appropriate expenses; there are  
20 expenditures of \$500.00 to \$1000.00 for "meals and entertainment" and very substantial "Misc"  
21 payments including DMV/legal fees; a ledger item for home office; and substantial "Owner  
22 withdrawals. Family support, when paid is less than the minimum, except in those months where  
23 there are Court appearances.  
24  
25

1 The Court is respectfully requested to order Alex to comply with the decree and provide  
2 his Tax returns, business and personal, for tax years 2016 and 2017 and that he be required to file  
3 a Detailed Financial Disclosure Form. Plaintiff has an absolute right to this information, and  
4 Defendant should be required to disclose same.

5 **C. THE PLAINTIFF IS ALLOWED TO CONDUCT DISCOVERY IN AID OF**  
6 **ENFORCEMENT OF THE DECREE AND JUDGMENTS THAT HAVE ISSUED**  
7 **IN PRIOR PROCEEDINGS**

8 Nevada Rule of Civil Procedure 69 permits a judgment creditor to obtain post-judgment  
9 discovery. The scope of post-judgment discovery is broad; the judgment-creditor is permitted to  
10 make a broad inquiry to discover any hidden or concealed assets of a judgment-debtor. *See Ist*  
11 *Technology, LLC v. Rational Enterprises, LTDA, et al.*, 2007 U.S. Dist. LEXIS 98051, 2007 WL  
12 5596692 \*4 (D. Nev. Nov. 13, 2007) (allowing post-judgment discovery to gain information  
13 relating to the existence or transfer of the judgment debtor's assets). Further, in aid obtaining  
14 information about a judgment debtor's assets "[w]itnesses \_may be required to appear and testify  
15 before the judge or master conducting any proceeding under this chapter in the same manner as  
16 upon the trial of an issue." *See NRS 21.270; NRS 21.310.*

17 This Court is requested to issue an order requiring Alex to appear in his capacity as  
18 judgment debtor to answer under oath questions related to his income and assets in accord with  
19 NRS 21.270.  
20

21 **D. GIVEN ALEX'S ADMITTED INCOMPETENCE WHEN ADMINISTRING HIS**  
22 **LAW OFFICE, A RECEIVER SHOULD BE APPOINTED PURSUANT TO NRS**  
23 **32.010. AND ALEX'S LAW OFF P.C. MUST BE JOINED TO THIS ACTION TO**  
24 **ADVANCE ENFORCEMENT.**

25 NRS 32.101 provides in part that "A receiver may be appointed by the Court in which an  
action is pending, or by the Judge thereof: (3) After judgment, to carry the judgment into effect.  
(6) In all other cases where receivers have heretofore been appointed by the usages of the Courts

1 of equity. NRC 19 provides for the joinder of necessary parties when complete relief cannot be  
2 accorded among those already parties. This procedural tool is even more important here because  
3 Tara has an interest in the business as “community property”.

4 In the context of post-judgment divorce proceedings, the case of *Gladys Baker Olsen*  
5 *Family Trust v. District Court*, 110 Nev. 548 (1994) is instructive. There the Court found that it is  
6 the responsibility of the party seeking relief against a third party to join them in the action-that all  
7 “persons materially interested in the subject matter of the suit be made parties so that there is a  
8 complete decree to bind them all. If the interest of absent parties may be affected or bound by the  
9 decree, they must be brought before the court or it will not proceed to decree.”

10 Here, Alex has spoken of his own incompetence at the management of his law office,  
11 candidly admitting he has hired incompetent employees; wasted thousands of dollars on unneeded  
12 advertising; failed to file tax returns because his books are in “disarray”; and failed to properly  
13 utilize his office accounting. He has also suggested he is need of a mentor to help in this regard,  
14 but despite his misrepresentations to the Court that he has such a person in line, he has not done  
15 that. It is also relevant that when suspended it was largely due to mismanagement or worse of  
16 client funds, and that when he was reinstated, it was expressly required that he be mentored by  
17 another member of the bar for two years. Alex has hidden behind the P.C. corporate form and run  
18 his life from the corporation, admitting as much. Alex and his corporate doppelganger must be  
19 before the Court for adequate and appropriate relief to result from this enforcement action.

21 **E. ATTORNEY FEE ASSESSMENTS, INTEREST, AND PENALTIES THAT HAVE**  
22 **BEEN DEFERRED MUST NOW BE ASSESSED.**

23 NRS 125B.140 provides in part that:

24 (c) The court shall determine and include in its order:  
25

1 (1) Interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time  
2 each amount became due; and

3 (2) A reasonable attorney's fee for the proceeding, unless the court finds that the  
4 responsible parent would experience an undue hardship if required to pay such amounts.  
5 Interest continues to accrue on the amount ordered until it is paid, and additional attorney's  
6 fees must be allowed if required for collection.

7 Here this Court has made multiple orders for minimum monthly payments that include  
8 child support and has *deferred* any assessment for fees, penalties, and interest resulting from those  
9 orders. The statute requires such assessments *unless the responsible parent would experience*  
10 *undue hardship*.

11 It is respectfully asserted that the only parent who has witnessed undue hardship is the  
12 Plaintiff and that although the Defendant is entitled to the privilege of making an undue hardship  
13 case, he cannot do so without the disclosure of his finances as required by the law and the Decree.  
14

15 **F. ALEX MUST BE REQUIRED TO MEET HIS OBLIGATION UNDER THE**  
16 **DECREE FOR PAYMENT OF THE MARITAL DEBT**

17 The Decree indicates:

18 "All debt incurred prior to the entry of the Decree of Divorce shall be solely borne by Alex,  
19 including any personal loans obtained by Tara, and all of her medical bills. He shall hold  
20 Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions  
21 by any creditors of such debts".

22 Alex has failed to pay any portion of the Marital debt. The debt should be assessed, the  
23 prior judgment for marital debt updated and paid under the auspices of the Court's reasonable and  
24 lawful schedule when considered with other obligations, past and ongoing.

25 **G. AN AWARD OF ATTORNEY FEES IS REQUIRED ON PAST PROCEEDINGS**  
**WHERE RULINGS WERE DEFERRED.**

1 The Decree could not be clearer. “The prevailing party in any dispute relating to the decree  
2 *shall be entitled* to an award of attorney fees. *Sargeant v. Sargeant*, 88 Nev. 223 (1972) provides  
3 some guidance that the Court should consider. It clearly states that:

4 “the wife must be afforded her day in court without destroying her financial  
5 position. This would imply that she should be able to meet her adversary  
6 in the courtroom on an equal basis. Here, without the court's assistance, the  
7 wife would have had to liquidate her savings and jeopardize the child's and  
8 her future subsistence still without gaining parity with her husband. *Id.* at 226-27

9 EDCR 7.60(b) provides for fees when a party, without just cause “multiplies the  
10 proceedings in a case as to increase costs unreasonably and vexatiously.”

11 The decree of divorce reinforces this in Clause 5 under “Miscellaneous Conditions”  
12 wherein it is written that:

13 “If either party is required to go to court to enforce the terms of this decree, or if there is a dispute  
14 between the parties relating to the terms of this Decree, the prevailing party shall be entitled to an  
15 award of reasonable attorney fees and costs.”

16 As stated supra, it is incumbent on this Court to follow the Decree and award Tara  
17 attorney’s fees and costs in this matter. The whole amount of almost \$150,000.00 USD Tara has  
18 been forced to spend to enforce this Decree is an absolutely unconscionable amount of money that  
19 Tara is entitled to a receive by virtue of the Decree. The Decree does not allow for judicial  
20 discretion in doing so, the words SHALL delineate that there is a compulsory action incumbent on  
21 the Court mandated. Accordingly, this Court shall award attorney’s fees and costs that were  
22 previously deferred and reduce same judgment.

23 Tara also requests an Order granting the following relief:

- 24 1. A Receiver be appointed under NRS 32.101
- 25 2. All Arrearages be paid

1           3.       The Parties engage in extensive discovery including a business valuation on  
2 Defendant's Law Practice.

3           4.       An award of all deferred attorneys fees and costs in addition to present attorneys  
4 fees and costs in accordance with *Brunzell v Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455  
5 *P.2d 31 (1969)*.

6           5.       Any further relief this Court deems proper.

7 Dated this \_22nd\_\_\_ day of October 2019

8 CHATTAH LAW GROUP

9  
10                    /S/ SIGAL CHATTAH  
11                    SIGAL CHATTAH ESQ.  
12                    Nevada Bar No.: 8264  
13                    CHATTAH LAW GROUP  
14                    5875 S. Rainbow Blvd #204  
15                    Las Vegas, Nevada 89118  
16                    Attorney for Plaintiff  
17                    Tara Kellogg Ghibaud

18                                   **CERTIFICATE OF SERVICE**

19           I HEREBY CERTIFY that I am an employee of Chattah Law Group and that service of  
20 the foregoing Re-Notice of Countermotion by the Courts electronic service system pursuant to  
21 Administrative Order 14-2 to all registered parties on this 22nd day of October, 2019.

22                   /s/ SIGAL CHATTAH  
23                   An Employee of Chattah Law Group  
24  
25



FFCL

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*Attorneys for Plaintiff Tara Kellogg*

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDO,  
  
Plaintiff,

vs.

ALEX GHIBAUDO

Defendant.

CASE NO.: D-15-522043-D  
DEPT NO.: H

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

Date of Hearing: September 17, 2020  
Time of Hearing: 9:00 a.m.

This matter having come on for an evidentiary hearing on the date and time indicated above regarding Defendant's Motion to Modify Spousal Support filed May 30, 2019. Plaintiff TARA KELLOGG-GHIBAUDO ("Tara"), being present and represented by her attorney of record, R. Christopher Reade, Esq., of Cory Reade Dows Shafer; Defendant ALEX GHIBAUDO ("Alex"), being present and represented by his attorney of record, Radford J. Smith, Esq., of the law firm of Radford J. Smith, Chartered; the Honorable T. Arthur Ritchie presiding.

The Court having heard the sworn testimony presented at the time of the hearing of this matter, read the papers and pleadings on file and presented as Exhibits at the time of trial, having

1 heard argument of counsel, and being otherwise fully advised in the premises, makes the following  
2 Findings of Fact, Conclusions of Law, and Orders.

3 **FINDINGS OF FACT**

4 **THE COURT FINDS** that the parties were divorced by Decree of Divorce filed February  
5 1, 2017.

6 **THE COURT FURTHER FINDS** that the Decree is a final, enforceable judgment in this  
7 case.  
8

9 **THE COURT FURTHER FINDS** that Defendant Alex Ghibauda (hereinafter "Alex")  
10 reopened this matter on May 30, 2019, through his motion to modify the spousal support provisions  
11 of the Decree.

12 **THE COURT FURTHER FINDS** that Plaintiff Tara Kellogg (hereinafter "Tara") seeks  
13 enforcement of the provisions of the Decree of Divorce and alleges that Alex is delinquent in his  
14 payments for family support due under the Decree.  
15

16 **THE COURT FURTHER FINDS** that the Court retains jurisdiction to enforce the  
17 alimony provisions in the Decree and has jurisdiction to modify those provisions.

18 **THE COURT FURTHER FINDS** that there was an aggregate of judgments that were  
19 entered addressing Alex's support obligations to October 2017, and those judgments are not the  
20 subject matter of this hearing since they have already been adjudicated and reduced to judgment.  
21

22 **THE COURT FINDS** that a settlement conference was conducted on May 18<sup>th</sup>, 2016 by  
23 former Judge Kathy Hardcastle.

24 **THE COURT FURTHER FINDS** that the settlement conference was conducted so that  
25 parties could obtain a legal separation, which explains the curious orders in that there was a general  
26 theme that the parties would share income because they were still married.  
27  
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1           **THE COURT FURTHER FINDS** that both parties had a right, which they  
2           acknowledged, to get a divorced and turn the terms of legal separation into a divorce.

3           **THE COURT FURTHER FINDS** that the parties agreed that a Decree of Divorce could  
4           be entered and that the Decree of Divorce entered in this matter adopted the agreements that were  
5           part of the settlement agreement which was reduced to judgment in the Decree.

6           **THE COURT FURTHER FINDS** that the Decree of Divorce is final judgment and is the  
7           law of the case.

8           **THE COURT FURTHER FINDS** that the Decree is under the continuing jurisdiction of  
9           this Court.

10          **THE COURT FURTHER FINDS** that there was an agreement and a binding order for  
11          the parties to share the income. The actual obligation pursuant to the decree was not \$2,500.00  
12          but was to be the difference between the Tara's earning potential and the Alex's actual earnings  
13          divided by two.

14          **THE COURT FURTHER FINDS** that the Court finds that the Tara is not employed, that  
15          Tara obtained an Associates' Degree in 2017 and that Tara does not have income.

16          **THE COURT FURTHER FINDS** Tara did not present sufficient proof to support any  
17          kind of finding that she is disabled and unable to earn income.

18          **THE COURT FURTHER FINDS** that Tara testified that she hopes to get a job earning  
19          \$30,000.00 to \$40,000.00 per year but does not yet have her bachelor's degree at this time.

20          **THE COURT FURTHER FINDS** that Tara is willfully underemployed to maximize her  
21          spousal support claim, that the income should be imputed to her for the period of time between  
22          October 2017 to present. The Court can appropriately calculate the net support that is due during  
23          this time and that e amount based on the evidence that was presented is \$2,000.00 a month.  
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1           **THE COURT FURTHER FINDS** that Alex is employed as an attorney who incorporated  
2 his law firm with the Nevada Secretary of State about six months after the settlement conference  
3 on December 19<sup>th</sup>, 2016.

4           **THE COURT FURTHER FINDS** that Alex filed tax returns that showed income for  
5 2017, 2018 and 2019. The evidence admitted and the Court's findings are that Alex's gross income  
6 for the purpose of calculating support (1) for 2017 was \$148,256.00, or \$12,355.00 a month; (2)  
7 for 2018, is \$180,285.00, or \$15,024.00 a month; (3) for 2019 was \$133,490.00, or \$11,124.00 a  
8 month from January through May of that year.  
9

10          **THE COURT FURTHER FINDS** that Alex's income, for purposes of calculating his  
11 support obligation is at least \$140,000.00 per month, or at least \$12,000.00 a month in gross  
12 income. Tara's expert's testimony supports that conclusion.

13          **THE COURT FURTHER FINDS** that from October 2017 to December 2017, Alex's  
14 income was \$12,355.00 per month for those three months. Applying Tara's imputed income of  
15 \$2,000.00, the net income to be divided pursuant to the Decree of Divorce is \$10,355.00. This sum  
16 divided by two equals \$5,177.00 per month due to Tara for the three (3) months in 2017 at issue,  
17 totaling \$15,532.00.  
18

19          **THE COURT FURTHER FINDS** that in 2018, Alex earned \$15,024.00 per month on  
20 average. Imputing an income of \$2,000.00 to Tara, the net income to be divided pursuant to the  
21 Decree of Divorce is \$13,024.00. This sum divided by two equals \$6,515.00 per month due to  
22 Tara, multiplied by 12 months, equals \$78,144.00 due to Tara for that year.  
23

24          **THE COURT FURTHER FINDS** that in 2019, the period to be considered is from  
25 January to April, when Alex's motion was filed. For that four (4) month period, Alex's gross  
26 monthly income was \$11,124.00 per month on average, minus the \$2,000.00 imputed to Tara. The  
27  
28

1 net income to be divided pursuant to the Decree of Divorce is \$9,124.00. This sum divided by two  
2 equals \$4,562.00 per month due to Tara, multiplied by the four months at issue totals \$18,248.00.

3 **THE COURT FURTHER FINDS** that by adding those three years together, Alex should  
4 have paid family support pursuant to the Decree of Divorce in the amount of \$111,924.00.

5 **THE COURT FURTHER FINDS** that the evidence supports a finding that between  
6 October 2017 to April 2019 that Alex paid to Tara approximately \$42,000.00.

7 **THE COURT FURTHER FINDS** that the \$42,000.00 actually paid will be credited  
8 against the \$111,924.00 owed, for a total arrears amount of \$69,924.00, which represents the  
9 family support owed pursuant to the decree between October 2017 and April 2019 and which sums  
10 shall be and hereby are reduced to Judgment.

11 **THE COURT FURTHER FINDS** that the family support provisions in the Decree of  
12 Divorce are modifiable.

13 **THE COURT FURTHER FINDS** that the Decree and NRS 125.150 allow the Court to  
14 terminate alimony based on operative events such as the death of either party or the remarriage of  
15 the Tara, neither of which occurred here, or modify or terminate alimony based upon a change in  
16 financial circumstances.

17 **THE COURT FURTHER FINDS** that the agreement concerning legal separation was  
18 incorporated in the decree of divorce without a trial on the issue of divorce. Certainly, spousal  
19 support is what somebody pays from their separate property to their former spouse. So, in  
20 evaluating whether to modify the spousal support award from May 2019 forward, the Court is  
21 going to consider the required factors relevant in determining the award of alimony and the amount  
22 of such award. The Court considers the financial conditions of each spouse. Other than the reported  
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1 income, the Tara states that she is supported by the charity of her family; and the Alex is an attorney  
2 who earns at least \$140,000.00 a year.

3 **Findings regarding Alimony Factors Codified in NRS 125.150**

4 **THE COURT FURTHER FINDS** that the Court considers the nature and value of the  
5 assets of each spouse. Here, neither party has significant assets, aside from Alex, who has a law  
6 practice developed over the last four (4) years.

7 **THE COURT FURTHER FINDS** that the Court considers the contribution of each  
8 spouse to any property held by the spouses. Here, that is not a material factor.

9 **THE COURT FURTHER FINDS** that the Court considers the duration of the marriage,  
10 which was 13 years.

11 **THE COURT FURTHER FINDS** that the Court considers the earning capacity, age, and  
12 health of each spouse. Alex has an earning capacity of \$140,000.00 per year; Tara's earning  
13 capacity is \$24,000.00 per year.

14 **THE COURT FURTHER FINDS** that the Court considers the standard of living during  
15 the marriage and finds that during the marriage, both parties had financial and personal issues, and  
16 so this is not a compelling consideration in this case.

17 **THE COURT FURTHER FINDS** that the Court considers the career before the marriage  
18 of the spouse who would receive alimony. Here, Tara has been taking college courses for years  
19 and has received an Associate's Degree. She is currently seeking Bachelor's degree, and she has  
20 made efforts in that regard.

21 **THE COURT FURTHER FINDS** that the Court considers the award of property granted  
22 in the decree of divorce. There really was not much property granted in the Decree of Divorce to  
23 either party.

1       **THE COURT FURTHER FINDS** that the Court must consider the physical and mental  
2 condition of each party as it relates to financial condition, health, and ability to work. The Court  
3 finds that both parties have the ability to work and that the Court should consider the need to grant  
4 alimony for any kind of training or education, which has been addressed herein.

5       **THE COURT FURTHER FINDS** that in terms of those factors, now that the parties are  
6 divorced, and now that this matter has been raised with the Court, the Court has been asked to  
7 modify the amount. Tara asked the Court to order \$6,500.00 a month in alimony without much  
8 context. If Alex makes \$12,000 a month and he pays normal withholding, he probably nets about  
9 \$9,000.00. In that case, \$6,500.00 would be about 70 percent of his net income which is not  
10 equitable or appropriate. Considering the settlement conference and the imputed income, Tara's  
11 need is about \$4,500.00. Tara lists other expenses, but Tara has done nothing to support herself as  
12 it relates to the last three years after divorce.

13       **THE COURT FURTHER FINDS** that the Court is going to conclude that based on  
14 weighing all these factors that the appropriate amount of support is \$2,500.00 a month and that is  
15 an appropriate and equitable support amount that would reflect a spouse who makes \$140,000 a  
16 year and a spouse who can make between \$24,000 to \$30,000.00 a year.

17       **THE COURT FURTHER FINDS** Alex has requests that the term of spousal support be  
18 terminated or modified.

19       **THE COURT FURTHER FINDS** that, as indicated above, the Court has reviewed, and  
20 played for the parties in open court, the relevant sections of the videotape transcript of the  
21 settlement conference held in front of Judge Hardcastle on May 18, 2016. The Court relied on that  
22 transcript to better understand the terms of the agreement of the parties that formed the basis of  
23 the terms of the Decree of Divorce regarding alimony.  
24  
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1           **THE COURT FURTHER FINDS** that the video transcript of the May 18, 2016,  
2 settlement conference reveals that Alex proposed the 15-year term of alimony that was then  
3 incorporated into the Decree of Divorce.

4           **THE COURT FURTHER FINDS** that though the Court has discretion to reduce the term  
5 as Alex has requested, the Court finds that it is not just and equitable to terminate the alimony or  
6 reduce the term at this time. The Court does not find sufficient change in circumstances since  
7 May of 2019 to support Alex's modification of the agreed upon term of alimony because the Alex  
8 was the party that insisted upon the 15 year term when the agreement was read into the record at  
9 the settlement conference and only three years have passed since the entry of the Decree of  
10 Divorce.  
11

12           **THE COURT FURTHER FINDS** that the Court is going to confirm that the term of  
13 Alex's obligation of alimony to Tara shall continue through April 1, 2031.  
14

15           **THE COURT FURTHER FINDS** that from May 2019 through September 2020 Alex  
16 owes Tara another \$47,500.00 at the rate of \$2,500 per month, which shall be reduced to judgment  
17 in favor of the Tara against the Alex.

18           **THE COURT FURTHER FINDS** that judgments will accrue interest at the legal rate and  
19 may be collected by any lawful means.

20           **THE COURT FURTHER FINDS** that the law firm Alex operates was established after  
21 the settlement conference at issue and so that practice is Alex's sole and separate property, to  
22 which Tara has no claim or right.  
23

24           The court incorporates its findings and conclusions made on the record at the  
25 ... hearing on September 17, 2020, by reference. TAR

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2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Tara Kellogg Ghibauda, Plaintiff | CASE NO: D-15-522043-D  
7 vs. | DEPT. NO. Department H  
8 Alex Ghibauda, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the  
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled  
14 case as listed below:

15 Service Date: 11/10/2020

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**AFFIDAVIT OF JUDGMENT OF R. CHRISTOPHER READE**  
**PURSUANT TO NRS 17.150**

R. CHRISTOPHER READE, ESQ., counsel for Judgment Creditor CORY READE DOWS & SHAFER, hereby provides the following Affidavit in accordance with NRS 17.150. Affiant being first duly sworn, deposes and states that Affiant has personal knowledge of the facts set forth hereunder and is competent to testify to the same:

1. That in accordance with NRS 17.150, the Judgment in the underlying matter continues six (6) years after the date of the judgment or decree was docketed, and continued each time the judgment or decree is renewed. The Judgment was entered November 10<sup>th</sup>, 2020. Therefore the underlying Judgment in the underlying matter continues through November 10<sup>th</sup>, 2026 unless renewed.


2. That pursuant to NRS 17.150(4)(a), the Judgment Debtors is ALEX GHIBAUDO.

3. That in accordance with NRS 17.150(4)(a), the last known addresses of Judgment Debtor IS 7308 Lost Shadow Court, Las Vegas, Nevada 89131.

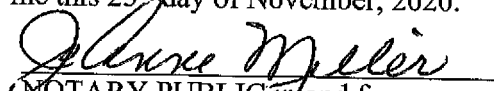
4. That in accordance with NRS 17.150(4)(b)(2), Judgment Debtors is known by his Social Security Number XXX-XX-6379.

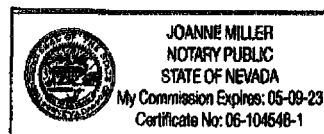
5. That in accordance with NRS 17.150(4)(c), Affiant has confirmed through the Clark County Assessor that at the time that this Affidavit of Judgment Pursuant to NRS 17.150(4) is recorded that Judgment Debtor owns no property in Clark County, Nevada.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
R. CHRISTOPHER READE, ESQ.

Subscribed and Sworn to before  
me this 25<sup>th</sup> day of November, 2020.

  
NOTARY PUBLIC in and for  
Said County and State



**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding AFFIDAVIT OF JUDGMENT OF R.  
CHRISTOPHER READE PURSUANT TO NRS 17.150 filed in Case No.: D-15-522043-D

  x   DOES contain the social security number of persons as required by:

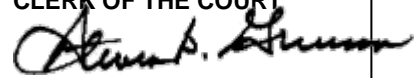
       DOES NOT contain the social security number of persons as required by:

A. A specific state or federal law, to-wit:  
**NRS 17.150**



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Attorneys for Judgment Creditors

11/25/20  
(Date)



NEOJ  
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Attorneys for TARA KELLOGG-GHIBAUDDO

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

TARA KELLOGG-GHIBAUDDO,

Plaintiff,

vs.

ALEX GHIBAUDDO

Defendant.

CASE NO.: D-15-522043-D  
DEPT NO.: H

**NOTICE OF ENTRY OF JUDGMENT**

COMES NOW Plaintiff TARA KELLOGG-GHIBAUDDO [hereinafter referred to as "TARA"], by and through her attorney, R. CHRISTOPHER READE, ESQ., of CORY READE DOWS & SHAFER, and hereby provides notice to all parties that the Court entered a Judgment on the 10<sup>th</sup> day of November, 2020 in the above-entitled matter.

DATED this 20th day of November, 2020.

CORY READE DOWS AND SHAFER

By: /s/ R. Christopher Reade  
R. CHRISTOPHER READE, ESQ.  
Nevada Bar No.: 006791  
CORY READE DOWS AND SHAFER  
1333 North Buffalo Drive, Suite 210  
Las Vegas, Nevada 89128  
Tel: (702) 794-4411  
Fax: (702) 794-4421  
[creade@crdslaw.com](mailto:creade@crdslaw.com)  
Attorneys for TARA KELLOGG-GHIBAUDDO

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am a representative of CORY READE DOWS &  
3 SHAFER and that on this 11th day of November, 2020, I caused the foregoing NOTICE OF  
4 ENTRY OF JUDGMENT to be to be served as follows:

5 **■ NEFCR System upon the following All Parties in accordance with NEFCR 9 and 13**

6 Radford Smith, Esq.  
7 Counsel for Defendant

8 ☐ By fax or other electronic transmission in accordance with NRCP 5(D) upon the  
9 following Parties, for which proof of successful transmission is attached hereto.

10 ☐ By First-Class United States Mail, postage prepaid upon the following Parties, for  
whom no compliance with the Electronic Service requirements has been undertaken.

11 ☐ Personal Service upon the following parties or their Counsel:

12 ☐ By direct email upon the following Parties, for whom I did not receive, within a  
13 reasonable time indication that the transmission was unsuccessful.

14 ☐ By fax or other electronic transmission in accordance with NRCP 5(D) upon the  
15 following Parties, for which proof of successful transmission is attached hereto.

16  
17 /s/ Andrew M. David  
A Representative of CORY READE DOWS & SHAFER



1 **FFCL**

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10 *Attorneys for Plaintiff Tara Kellogg*

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

10 TARA KELLOGG-GHIBAUDO,  
11  
12 Plaintiff,  
13  
14 vs.  
15 ALEX GHIBAUDO  
16 Defendant.

CASE NO.: D-15-522043-D  
DEPT NO.: H

16 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

17 Date of Hearing: September 17, 2020  
18 Time of Hearing: 9:00 a.m.

19 This matter having come on for an evidentiary hearing on the date and time indicated above  
20 regarding Defendant's Motion to Modify Spousal Support filed May 30, 2019. Plaintiff TARA  
21 KELLOGG-GHIBAUDO ("Tara"), being present and represented by her attorney of record, R.  
22 Christopher Reade, Esq., of Cory Reade Dows Shafer; Defendant ALEX GHIBAUDO ("Alex"),  
23 being present and represented by his attorney of record, Radford J. Smith, Esq., of the law firm of  
24 Radford J. Smith, Chartered; the Honorable T. Arthur Ritchie presiding.

25 The Court having heard the sworn testimony presented at the time of the hearing of this  
26 matter, read the papers and pleadings on file and presented as Exhibits at the time of trial, having  
27  
28

1 heard argument of counsel, and being otherwise fully advised in the premises, makes the following  
2 Findings of Fact, Conclusions of Law, and Orders.

3 **FINDINGS OF FACT**

4 **THE COURT FINDS** that the parties were divorced by Decree of Divorce filed February  
5 1, 2017.

6 **THE COURT FURTHER FINDS** that the Decree is a final, enforceable judgment in this  
7 case.  
8

9 **THE COURT FURTHER FINDS** that Defendant Alex Ghibauda (hereinafter “Alex”)  
10 reopened this matter on May 30, 2019, through his motion to modify the spousal support provisions  
11 of the Decree.

12 **THE COURT FURTHER FINDS** that Plaintiff Tara Kellogg (hereinafter “Tara”) seeks  
13 enforcement of the provisions of the Decree of Divorce and alleges that Alex is delinquent in his  
14 payments for family support due under the Decree.  
15

16 **THE COURT FURTHER FINDS** that the Court retains jurisdiction to enforce the  
17 alimony provisions in the Decree and has jurisdiction to modify those provisions.

18 **THE COURT FURTHER FINDS** that there was an aggregate of judgments that were  
19 entered addressing Alex’s support obligations to October 2017, and those judgments are not the  
20 subject matter of this hearing since they have already been adjudicated and reduced to judgment.

21 **THE COURT FINDS** that a settlement conference was conducted on May 18<sup>th</sup>, 2016 by  
22 former Judge Kathy Hardcastle.  
23

24 **THE COURT FURTHER FINDS** that the settlement conference was conducted so that  
25 parties could obtain a legal separation, which explains the curious orders in that there was a general  
26 theme that the parties would share income because they were still married.  
27  
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1           **THE COURT FURTHER FINDS** that both parties had a right, which they  
2 acknowledged, to get a divorced and turn the terms of legal separation into a divorce.

3           **THE COURT FURTHER FINDS** that the parties agreed that a Decree of Divorce could  
4 be entered and that the Decree of Divorce entered in this matter adopted the agreements that were  
5 part of the settlement agreement which was reduced to judgment in the Decree.

6           **THE COURT FURTHER FINDS** that the Decree of Divorce is final judgment and is the  
7 law of the case.

8           **THE COURT FURTHER FINDS** that the Decree is under the continuing jurisdiction of  
9 this Court.  
10

11           **THE COURT FURTHER FINDS** that there was an agreement and a binding order for  
12 the parties to share the income. The actual obligation pursuant to the decree was not \$2,500.00  
13 but was to be the difference between the Tara's earning potential and the Alex's actual earnings  
14 divided by two.

15           **THE COURT FURTHER FINDS** that the Court finds that the Tara is not employed, that  
16 Tara obtained an Associates' Degree in 2017 and that Tara does not have income.

17           **THE COURT FURTHER FINDS** Tara did not present sufficient proof to support any  
18 kind of finding that she is disabled and unable to earn income.  
19

20           **THE COURT FURTHER FINDS** that Tara testified that she hopes to get a job earning  
21 \$30,000.00 to \$40,000.00 per year but does not yet have her bachelor's degree at this time.  
22

23           **THE COURT FURTHER FINDS** that Tara is willfully underemployed to maximize her  
24 spousal support claim, that the income should be imputed to her for the period of time between  
25 October 2017 to present. The Court can appropriately calculate the net support that is due during  
26 this time and that e amount based on the evidence that was presented is \$2,000.00 a month.  
27  
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1           **THE COURT FURTHER FINDS** that Alex is employed as an attorney who incorporated  
2 his law firm with the Nevada Secretary of State about six months after the settlement conference  
3 on December 19<sup>th</sup>, 2016.

4           **THE COURT FURTHER FINDS** that Alex filed tax returns that showed income for  
5 2017, 2018 and 2019. The evidence admitted and the Court's findings are that Alex's gross income  
6 for the purpose of calculating support (1) for 2017 was \$148,256.00, or \$12,355.00 a month; (2)  
7 for 2018, is \$180,285.00, or \$15,024.00 a month; (3) for 2019 was \$133,490.00, or \$11,124.00 a  
8 month from January through May of that year.

9           **THE COURT FURTHER FINDS** that Alex's income, for purposes of calculating his  
10 support obligation is at least \$140,000.00 per month, or at least \$12,000.00 a month in gross  
11 income. Tara's expert's testimony supports that conclusion.

12           **THE COURT FURTHER FINDS** that from October 2017 to December 2017, Alex's  
13 income was \$12,355.00 per month for those three months. Applying Tara's imputed income of  
14 \$2,000.00, the net income to be divided pursuant to the Decree of Divorce is \$10,355.00. This sum  
15 divided by two equals \$5,177.00 per month due to Tara for the three (3) months in 2017 at issue,  
16 totaling \$15,532.00.

17           **THE COURT FURTHER FINDS** that in 2018, Alex earned \$15,024.00 per month on  
18 average. Imputing an income of \$2,000.00 to Tara, the net income to be divided pursuant to the  
19 Decree of Divorce is \$13,024.00. This sum divided by two equals \$6,515.00 per month due to  
20 Tara, multiplied by 12 months, equals \$78,144.00 due to Tara for that year.

21           **THE COURT FURTHER FINDS** that in 2019, the period to be considered is from  
22 January to April, when Alex's motion was filed. For that four (4) month period, Alex's gross  
23 monthly income was \$11,124.00 per month on average, minus the \$2,000.00 imputed to Tara. The  
24

1 net income to be divided pursuant to the Decree of Divorce is \$9,124.00. This sum divided by two  
2 equals \$4,562.00 per month due to Tara, multiplied by the four months at issue totals \$18,248.00.

3 **THE COURT FURTHER FINDS** that by adding those three years together, Alex should  
4 have paid family support pursuant to the Decree of Divorce in the amount of \$111,924.00.

5 **THE COURT FURTHER FINDS** that the evidence supports a finding that between  
6 October 2017 to April 2019 that Alex paid to Tara approximately \$42,000.00.

7 **THE COURT FURTHER FINDS** that the \$42,000.00 actually paid will be credited  
8 against the \$111,924.00 owed, for a total arrears amount of \$69,924.00, which represents the  
9 family support owed pursuant to the decree between October 2017 and April 2019 and which sums  
10 shall be and hereby are reduced to Judgment.  
11

12 **THE COURT FURTHER FINDS** that the family support provisions in the Decree of  
13 Divorce are modifiable.

14 **THE COURT FURTHER FINDS** that the Decree and NRS 125.150 allow the Court to  
15 terminate alimony based on operative events such as the death of either party or the remarriage of  
16 the Tara, neither of which occurred here, or modify or terminate alimony based upon a change in  
17 financial circumstances.  
18

19 **THE COURT FURTHER FINDS** that the agreement concerning legal separation was  
20 incorporated in the decree of divorce without a trial on the issue of divorce. Certainly, spousal  
21 support is what somebody pays from their separate property to their former spouse. So, in  
22 evaluating whether to modify the spousal support award from May 2019 forward, the Court is  
23 going to consider the required factors relevant in determining the award of alimony and the amount  
24 of such award. The Court considers the financial conditions of each spouse. Other than the reported  
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1 income, the Tara states that she is supported by the charity of her family; and the Alex is an attorney  
2 who earns at least \$140,000.00 a year.

3 **Findings regarding Alimony Factors Codified in NRS 125.150**

4 **THE COURT FURTHER FINDS** that the Court considers the nature and value of the  
5 assets of each spouse. Here, neither party has significant assets, aside from Alex, who has a law  
6 practice developed over the last four (4) years.

7 **THE COURT FURTHER FINDS** that the Court considers the contribution of each  
8 spouse to any property held by the spouses. Here, that is not a material factor.

9 **THE COURT FURTHER FINDS** that the Court considers the duration of the marriage,  
10 which was 13 years.

11 **THE COURT FURTHER FINDS** that the Court considers the earning capacity, age, and  
12 health of each spouse. Alex has an earning capacity of \$140,000.00 per year; Tara's earning  
13 capacity is \$24,000.00 per year.

14 **THE COURT FURTHER FINDS** that the Court considers the standard of living during  
15 the marriage and finds that during the marriage, both parties had financial and personal issues, and  
16 so this is not a compelling consideration in this case.

17 **THE COURT FURTHER FINDS** that the Court considers the career before the marriage  
18 of the spouse who would receive alimony. Here, Tara has been taking college courses for years  
19 and has received an Associate's Degree. She is currently seeking Bachelor's degree, and she has  
20 made efforts in that regard.

21 **THE COURT FURTHER FINDS** that the Court considers the award of property granted  
22 in the decree of divorce. There really was not much property granted in the Decree of Divorce to  
23 either party.

1           **THE COURT FURTHER FINDS** that the Court must consider the physical and mental  
2 condition of each party as it relates to financial condition, health, and ability to work. The Court  
3 finds that both parties have the ability to work and that the Court should consider the need to grant  
4 alimony for any kind of training or education, which has been addressed herein.

5           **THE COURT FURTHER FINDS** that in terms of those factors, now that the parties are  
6 divorced, and now that this matter has been raised with the Court, the Court has been asked to  
7 modify the amount. Tara asked the Court to order \$6,500.00 a month in alimony without much  
8 context. If Alex makes \$12,000 a month and he pays normal withholding, he probably nets about  
9 \$9,000.00. In that case, \$6,500.00 would be about 70 percent of his net income which is not  
10 equitable or appropriate. Considering the settlement conference and the imputed income, Tara's  
11 need is about \$4,500.00. Tara lists other expenses, but Tara has done nothing to support herself as  
12 it relates to the last three years after divorce.

13           **THE COURT FURTHER FINDS** that the Court is going to conclude that based on  
14 weighing all these factors that the appropriate amount of support is \$2,500.00 a month and that is  
15 an appropriate and equitable support amount that would reflect a spouse who makes \$140,000 a  
16 year and a spouse who can make between \$24,000 to \$30,000.00 a year.

17           **THE COURT FURTHER FINDS** Alex has requests that the term of spousal support be  
18 terminated or modified.

19           **THE COURT FURTHER FINDS** that, as indicated above, the Court has reviewed, and  
20 played for the parties in open court, the relevant sections of the videotape transcript of the  
21 settlement conference held in front of Judge Hardcastle on May 18, 2016. The Court relied on that  
22 transcript to better understand the terms of the agreement of the parties that formed the basis of  
23 the terms of the Decree of Divorce regarding alimony.  
24  
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1           **THE COURT FURTHER FINDS** that the video transcript of the May 18, 2016,  
2 settlement conference reveals that Alex proposed the 15-year term of alimony that was then  
3 incorporated into the Decree of Divorce.

4           **THE COURT FURTHER FINDS** that though the Court has discretion to reduce the term  
5 as Alex has requested, the Court finds that it is not just and equitable to terminate the alimony or  
6 reduce the term at this time. The Court does not find sufficient change in circumstances since  
7 May of 2019 to support Alex's modification of the agreed upon term of alimony because the Alex  
8 was the party that insisted upon the 15 year term when the agreement was read into the record at  
9 the settlement conference and only three years have passed since the entry of the Decree of  
10 Divorce.

11           **THE COURT FURTHER FINDS** that the Court is going to confirm that the term of  
12 Alex's obligation of alimony to Tara shall continue through April 1, 2031.

13           **THE COURT FURTHER FINDS** that from May 2019 through September 2020 Alex  
14 owes Tara another \$47,500.00 at the rate of \$2,500 per month, which shall be reduced to judgment  
15 in favor of the Tara against the Alex.

16           **THE COURT FURTHER FINDS** that judgments will accrue interest at the legal rate and  
17 may be collected by any lawful means.

18           **THE COURT FURTHER FINDS** that the law firm Alex operates was established after  
19 the settlement conference at issue and so that practice is Alex's sole and separate property, to  
20 which Tara has no claim or right.

21           The court incorporates its findings and conclusions made on the record at the  
22 hearing on September 17, 2020, by reference. TAR

23           ....  
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**CONCLUSIONS OF LAW**

The court has continuing jurisdiction to modify unaccrued periodic alimony payments set forth in a Decree of Divorce upon a showing of change circumstances. NRS 125.150(8).

The court may consider, among other factors, a parties' earning capacity, not just income, when determining a fair and equitable award of alimony. NRS 125.150.

**JUDGMENT**

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Tara's Motion for Enforcement of the Decree of Divorce and entry of Judgment is GRANTED.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Alex's Motion to Modify Spousal Support is hereby GRANTED IN PART.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Alex owes Tara \$69,924.00 in spousal support arrears for period of October 2017 through April 2019.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Alex owes Tara \$47,500.00 for spousal support from May 2019 through September 2020.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that these sums so reduced to Judgment have accrued interest at the legal rate and may be collected by any lawful means.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Alex's spousal support obligation has been modified and that Alex is ordered to pay Tara \$2,500.00 per month in spousal support. Payments are due on the first of each month starting on October 1, 2020.

....

....

....

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this order takes into consideration a look-back to October 2017 in terms of any child support arrears.

DATED AND DONE this \_\_\_\_ day of November, 2020.

**Dated this 10th day of November, 2020**

  
DISTRICT COURT JUDGE

66A 958 EDC0 129B  
T. Arthur Ritchie  
District Court Judge

Prepared by:

CORY READE DOWS AND SHAFER  
/s/ R. Christopher Reade

By: \_\_\_\_\_  
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Approval Not Received

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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Tara Kellogg Ghibaud, Plaintiff | CASE NO: D-15-522043-D  
7 vs. | DEPT. NO. Department H  
8 Alex Ghibaud, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the  
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled  
case as listed below:

14 Service Date: 11/10/2020

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