

IN THE SUPREME COURT OF THE STATE OF NEVADA

\* \* \*

ALEX B. GHIBAUDO,

Appellant,

v.

TARA KELLOGG,

Respondents.

Electronically Filed  
Supreme Court No.: 82248  
April 29, 2021 01:31 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
Eighth Judicial District Court  
Case No.: A-17-763560-C

**RESPONDENT/CROSS-APPELLANT TARA KELLOGG'S  
RESPONSE TO ORDER TO SHOW CAUSE**

COMES NOW Respondent TARA KELLOGG fka TARA KELLOGG-GHIBAUDO (hereinafter "Respondent" or "KELLOGG"), by and through her counsel R. Christopher Reade, Esq. of the law firm of Cory Reade Dows and Shafer, and submits her Response to the March 30<sup>th</sup>, 2021 Order to Show Cause as to why KELLOGG's Appeal in the above-entitled matter should not be dismissed pursuant to NRAP 4 for timeliness. The challenged Order was entered by the Eighth Judicial District Court on November 10<sup>th</sup>, 2020. However the Notice of Entry of the challenged Order was entered on November 20<sup>th</sup>, 2020.<sup>1</sup>

<sup>1</sup> Notice of Entry of Judgment, attached as Exhibit "A"

Pursuant to NRAP 4(a)(1), KELLOGG's Notice of Appeal was due on or before December 20<sup>th</sup>, 2020. KELLOGG filed her Notice of Appeal on December 17<sup>th</sup>, 2020.<sup>2</sup> Therefore Respondent KELLOGG's Notice of Appeal is timely pursuant to NRAP 4(a)(1). This Court has jurisdiction to consider KELLOGG's appeal in this matter.

DATED this 28<sup>th</sup> day of April, 2021.

CORY READE DOWS & SHAFER

By: R. Christopher Reade  
R. CHRISTOPHER READE, ESQ.  
Nevada Bar No. 006791  
1333 North Buffalo Drive, Suite 210  
Las Vegas, Nevada 89128  
Telephone: (702) 794-4411  
Attorney for Respondent TARA  
KELLOGG

---

2 Kellogg Notice of Appeal, attached as Exhibit "B"

**CERTIFICATE OF SERVICE**

Pursuant to NRAP 25(c)(1) and NEFCR 9, I certify that on the 29<sup>th</sup> day of April, 2021 that I caused to be served the foregoing RESPONDENT/CROSS-APPELLANT TARA KELLOGG'S RESPONSE TO ORDER TO SHOW CAUSE to the following:

■ **NEFCR System in accordance with NEFCR 9 and 13**

Alex B. Ghibaud, Esq. Alex B. Ghibaud, PC. 197 E. California Ave, Suite 250 Las Vegas, Nevada 89104 Counsel for Appellant	
---	--

☐ **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/ Elizabeth Arthur  
An Employee of Cory Reade Dows & Shafer

**EXHIBIT “A”**

**EXHIBIT “A”**



NEOJ

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  
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Attorneys for TARA KELLOGG-GHIBAUDO

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

TARA KELLOGG-GHIBAUDO,  
Plaintiff,

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

vs.

ALEX GHIBAUDO

Defendant.

**NOTICE OF ENTRY OF JUDGMENT**

COMES NOW Plaintiff TARA KELLOGG-GHIBAUDO [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  
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[creade@crdslaw.com](mailto:creade@crdslaw.com)  
Attorneys for TARA KELLOGG-GHIBAUDO

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  
11 whom no compliance with the Electronic Service requirements has been undertaken.

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

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

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

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

1 **FFCL**

2 R. CHRISTOPHER READE, ESQ.

3 Nevada Bar No.: 006791

4 CORY READE DOWS AND SHAFER

5 1333 North Buffalo Drive, Suite 210

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7 Tel: (702) 794-4411

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9 [creade@crdslaw.com](mailto:creade@crdslaw.com)

10 *Attorneys for Plaintiff Tara Kellogg*

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.: H

19 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

20 Date of Hearing: September 17, 2020

21 Time of Hearing: 9:00 a.m.

22 This matter having come on for an evidentiary hearing on the date and time indicated above  
23 regarding Defendant's Motion to Modify Spousal Support filed May 30, 2019. Plaintiff TARA  
24 KELLOGG-GHIBAUDO ("Tara"), being present and represented by her attorney of record, R.  
25 Christopher Reade, Esq., of Cory Reade Dows Shafer; Defendant ALEX GHIBAUDO ("Alex"),  
26 being present and represented by his attorney of record, Radford J. Smith, Esq., of the law firm of  
27 Radford J. Smith, Chartered; the Honorable T. Arthur Ritchie presiding.

28 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 **THE COURT FURTHER FINDS** that Defendant Alex Ghibaudo (hereinafter "Alex")  
9 reopened this matter on May 30, 2019, through his motion to modify the spousal support provisions  
10 of the Decree.

11 **THE COURT FURTHER FINDS** that Plaintiff Tara Kellogg (hereinafter "Tara") seeks  
12 enforcement of the provisions of the Decree of Divorce and alleges that Alex is delinquent in his  
13 payments for family support due under the Decree.

14 **THE COURT FURTHER FINDS** that the Court retains jurisdiction to enforce the  
15 alimony provisions in the Decree and has jurisdiction to modify those provisions.

16 **THE COURT FURTHER FINDS** that there was an aggregate of judgments that were  
17 entered addressing Alex's support obligations to October 2017, and those judgments are not the  
18 subject matter of this hearing since they have already been adjudicated and reduced to judgment.

19 **THE COURT FINDS** that a settlement conference was conducted on May 18<sup>th</sup>, 2016 by  
20 former Judge Kathy Hardcastle.

21 **THE COURT FURTHER FINDS** that the settlement conference was conducted so that  
22 parties could obtain a legal separation, which explains the curious orders in that there was a general  
23 theme that the parties would share income because they were still married.



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

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

18           **THE COURT FURTHER FINDS** Tara did not present sufficient proof to support any  
19 kind of finding that she is disabled and unable to earn income.

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.  
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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  
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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

14           **THE COURT FURTHER FINDS** that the Court is going to conclude that based on  
15 weighing all these factors that the appropriate amount of support is \$2,500.00 a month and that is  
16 an appropriate and equitable support amount that would reflect a spouse who makes \$140,000 a  
17 year and a spouse who can make between \$24,000 to \$30,000.00 a year.  
18

19           **THE COURT FURTHER FINDS** Alex has requests that the term of spousal support be  
20 terminated or modified.

21           **THE COURT FURTHER FINDS** that, as indicated above, the Court has reviewed, and  
22 played for the parties in open court, the relevant sections of the videotape transcript of the  
23 settlement conference held in front of Judge Hardcastle on May 18, 2016. The Court relied on that  
24 transcript to better understand the terms of the agreement of the parties that formed the basis of  
25 the terms of the Decree of Divorce regarding alimony.  
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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           **THE COURT FURTHER FINDS** that from May 2019 through September 2020 Alex  
15 owes Tara another \$47,500.00 at the rate of \$2,500 per month, which shall be reduced to judgment  
16 in favor of the Tara against the Alex.  
17

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.  
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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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**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: \_\_\_\_\_  
R. Christopher Reade, Esq.  
Nevada Bar No.: 006791  
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Las Vegas, Nevada 89128  
(702) 794-4411  
*Attorneys for Plaintiff*

RADFORD J. SMITH, CHARTERED  
Approval Not Received

By: \_\_\_\_\_  
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*Attorneys for Defendant*



1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

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  
case as listed below:

14 Service Date: 11/10/2020

15 "Trevor M. Creel, Esq." .	Trevor@willicklawgroup.com
16 Reception .	Email@willicklawgroup.com
17 Victoria Javiel .	victoria@willicklawgroup.com
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**EXHIBIT “B”**

**EXHIBIT “B”**



**NOA**

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Attorneys for Plaintiff/Judgment  
Creditor TARA KELLOGG

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

TARA KELLOGG,

Plaintiff,

vs.

ALEX GHIBAUDO

Defendant.

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

**NOTICE OF APPEAL**

NOTICE IS HEREBY GIVEN that Plaintiff TARA KELLOGG, by and through her counsel R. CHRISTOPHER READE, ESQ. and the law firm of CORY READE DOWS & SHAFER, hereby appeals to the Nevada Supreme Court from the following Orders in this matter: (1) Findings of Fact, Conclusions of Law and Judgment dated November 10<sup>th</sup>, 2020. The Notice of Entry of Judgment was filed on November 20<sup>th</sup>, 2020.

Dated this 17<sup>th</sup> day of December, 2020:

CORY READE DOWS & SHAFER

By: /s/ R. Christopher Reade

R. CHRISTOPHER READE, ESQ.  
Nevada Bar No. 006791  
1333 North Buffalo Drive, Suite 210  
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Email: [creade@crdslaw.com](mailto:creade@crdslaw.com)  
Attorneys for Plaintiff TARA KELLOGG

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 17<sup>th</sup> day of December, 2020, I caused the foregoing NOTICE OF  
4 APPEAL to be to be served as follows:

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

6 Alex B. Ghibaudo, Esq.  
7 Appellant in Proper Person

Radford Smith, Esq.  
Counsel for Defendant (District Court)

- 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