

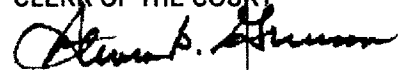
DAVID STUCKE,  
Appellant,  
vs.  
CHRISTIE STUCKE.,  
Respondent/Cross

D.C. Case No.: D-18-13062 Electronically Filed  
Nov 30 2021 12:04 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**Fred Page, Esq.  
Page Law Firm  
Nevada Bar No. 6080  
6930 South Cimarron Road, Suite 140  
Las Vegas, Nevada 89113  
Attorney for Respondent/Cross-Appellant**

<b>Date</b>	<b>Paper/Transcript</b>	<b>Volume</b>	<b>Page</b>
9/10/2020	Abrams Law Bill	3	CA000615- CA000616
12/13/2018	Answer to Complaint	4	CA000625- CA000630
11/28/2018	Complaint for Divorce	4	CA000617- CA000624
2/15/2021	Finding of Fact, Conclusion of Law, and Decree of Divorce	4	CA000647- CA000674
8/8/2020	First American Title Docs	3	CA000194- CA000458
4/13/2018	Grant, Bargain Sale Deed for Birkland	1	CA000006- CA000010

1	7/28/2015	Grant, Bargain Sale Deed for Maule	1	CA000002-
2				CA000005
3	10/31/2017	Grant, Bargain Sale Deed for Tropicana Heights	1	CA000012-
4				CA000015
5	10/31/2017	JD Investments – Grant, Bargain Sale Deed	2	CA000025-
6				CA000184
7	3/10/2020	Minutes from March 10, 2020 Hearing	4	CA000636
8	4/23/2020	Order from March 10, 2020 Hearing	4	CA000637-
9				CA000641
10	8/3/2018	Quitclaim Deed – JD Investments – Marquez Pl.	1	CA000013-
11				CA000016
12	1/8/2019	Reply to Counterclaim	4	CA000631-
13				CA000635
14	9/11/2020	Search results for JD Investments	1	CA000017-
15				CA000018
16	2/27/2019	Settlement Agreement and Release – Birkland	2	CA000185-
17				CA000193
18	3/2/2015	Short Sale Addendum	3	CA000459-
19				CA000614
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1 **COMD**

Vincent Mayo, Esq.

2 Nevada State Bar Number: 8564

THE ABRAMS & MAYO LAW FIRM

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4 Tel: (702) 222-4021

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Attorney for Plaintiff

Eighth Judicial District Court

Family Division

Clark County, Nevada

8 DAVID PATRICK STUCKE,

9 Plaintiff,

10 vs.

11 CHRISTIE LEEANN STUCKE,

12 Defendant.

) Case No.: D-18-580621-D

) Department: F

14 **COMPLAINT FOR DIVORCE**

15 NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE, by

16 and through his attorney, VINCENT MAYO, ESQ., of THE ABRAMS &

17 MAYO LAW FIRM, and for his causes of action against Defendant,

18 CHRISTIE LEEANN STUCKE, complains and alleges as follows:

19 1. For more than six (6) weeks immediately preceding the  
20 commencement of this action, Plaintiff has been and now is a bona fide and  
21 actual resident and domiciliary of the State of Nevada, County of Clark.

1           2.     Plaintiff and Defendant were married on May 28, 2016, in Las  
2 Vegas, Nevada, and ever since have been and now are husband and wife.

3           3.     There are two (2) minor children of the marriage, to wit: Sarah  
4 Laura Stucke, date of birth: July 22, 2016 and David Orion Stucke, date of  
5 birth: March 30, 2018. There are no adopted children of the parties. To the  
6 best of Plaintiff's knowledge, the Defendant is not currently pregnant.

7           4.     Plaintiff and Defendant are fit and proper persons to be  
8 awarded joint legal custody of the minor children.

9           5.     Plaintiff is a fit and proper person to be awarded primary  
10 physical custody of the minor children, subject to Defendant's right of  
11 supervised visitation or else successful completion of parenting courses,  
12 adherence to a behavior order and counseling.

13          6.     Defendant should pay child support in accordance with NRS  
14 125B.070 and NRS 125B.080.

15          7.     Plaintiff will continue to maintain medical insurance for the  
16 minor children, so long as it available through his employment. The parties  
17 should be equally responsible for any insurance premiums, as well as any  
18 medical, dental (including orthodontic), psychological, optical and  
19 prescription expenses of the minor children, not covered by insurance. The  
20 parties should utilize the "30/30 rule" in regard to payment of any such  
21 unreimbursed medical expenses of the minor children.

1           8.     Defendant should be responsible for all educational and  
2 extracurricular activity expenses for the minor children.

3           9.     Plaintiff will continue to maintain medical insurance for the  
4 Defendant *pendente lite*.

5           10.    Defendant should maintain any and all existing insurance  
6 policies for the benefit of the Plaintiff *pendente lite*.

7           11.    There are community assets of the parties hereto, the exact  
8 amounts and descriptions of which are unknown to Plaintiff at this time.  
9 Plaintiff prays leave of this Court to amend this Complaint to insert the  
10 same when they have become known to Plaintiff or at the time of trial.

11          12.    There are community debts of the parties hereto, the exact  
12 amounts and descriptions of which are unknown to Plaintiff at this time.  
13 Plaintiff prays leave of this Court to amend this Complaint to insert the  
14 same when they have become known to Plaintiff or at the time of trial.

15          13.    Plaintiff requests that this Court confirm to Plaintiff his sole  
16 and separate property, the exact amounts and descriptions of which are  
17 unknown to Plaintiff at this time. Plaintiff prays leave of this Court to  
18 amend this Complaint to insert the same when they have become known to  
19 Plaintiff or at the time of trial.

20          14.    Plaintiff requests that this Court confirm to Defendant her sole  
21 and separate debt, the exact amounts and descriptions of which are

1 unknown to Plaintiff at this time. Plaintiff prays leave of this Court to  
2 amend this Complaint to insert the same when they have become known to  
3 Plaintiff or at the time of trial.

4 15. Plaintiff requests that this Court jointly restrain the parties  
5 herein in accordance with the terms of the Joint Preliminary Injunction.

6 16. Defendant may have wasted marital assets and therefore the  
7 community would be entitled to reimbursement for any such waste.

8 17. Given the respective financial conditions of the parties, among  
9 other factors, Defendant should be required to pay Plaintiff spousal  
10 support.

11 18. Based upon the disparity in income between the parties and  
12 pursuant to *Sargeant v. Sargeant*, 88 Nev. 223, 495 P.2d 618 (1972),  
13 Plaintiff is entitled to reasonable attorney's fees and costs of suit.

14 19. During the course of said marriage, the tastes, mental  
15 disposition, views, likes and dislikes of Plaintiff and Defendant have  
16 become so widely divergent that the parties have become incompatible in  
17 marriage to such an extent that it is impossible for them to live together as  
18 husband and wife; that the incompatibility between the Plaintiff and  
19 Defendant is so great that there is no possibility of reconciliation.

20 ///

21 ///

1        20. The parties should be placed on notice that they are subject to  
2 the provisions of NRS 125C.006, which provides:

3        1. If primary physical custody has been established pursuant  
4 to an order, judgment or decree of a court and the custodial  
5 parent intends to relocate his or her residence to a place  
6 outside of this State or to a place within this 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 custodial parent desires to take the child with  
him or her, the custodial parent shall, before relocating:

7        (a) Attempt to obtain the written consent of the  
noncustodial parent to relocate with the child; and

8        (b) If the noncustodial parent refuses to give that consent,  
petition the court for permission to relocate with the child.

9        2. The court may award reasonable attorney's fees and costs  
10 to the custodial parent if the court finds that the noncustodial  
parent refused to consent to the custodial parent's relocation  
with the child:

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

12        (b) For the purpose of harassing the custodial parent.

13        3. A parent who relocates with a child pursuant to this  
section without the written consent of the noncustodial parent  
or the permission of the court is subject to the provisions of  
14 NRS 200.359.

15        21. The parties should be placed on notice that they are subject to  
16 the provisions of NRS 125C.0045(6), which provides: PENALTY FOR  
17 VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR  
18 DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS  
19 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS  
20 193.130. NRS 200.359 provides that every person having a limited right of  
21 custody to a child or any parent having no right of custody to the child who

1 willfully detains, conceals or removes the child from a parent, guardian or  
2 other person having lawful custody or a right of visitation of the child in  
3 violation of an order of this court, or removes the child from the  
4 jurisdiction of the court without the consent of either the court or all  
5 persons who have the right to custody or visitation is subject to being  
6 punished for a category D felony as provided in NRS 193.130.

7 22. The parties should be placed on notice that they are subject to  
8 the provisions of NRS 125C.0045(7) and (8), which provide the terms of the  
9 Hague Convention of October 25, 1980, adopted by the 14<sup>th</sup> Session of the  
10 Hague Conference on Private International Law, apply if a parent abducts  
11 or wrongfully retains a child in a foreign country. For the purposes of  
12 applying the terms of the Hague Convention, the State of Nevada, United  
13 States of America, is the habitual residence of the minor children.

14 23. The parties should be placed on notice that they are subject to  
15 the provisions of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec.  
16 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act,  
17 NRS 125A.005 *et seq.*, which provide that the courts of Nevada have  
18 exclusive modification jurisdiction of the custody, visitation and child  
19 support terms relating to the children at issue in this case so long as either  
20 of the parties, or the children, continue to reside in this jurisdiction.

21 ///

1        WHEREFORE, Plaintiff, DAVID PATRICK STUCKE, prays for  
2 judgment against Defendant, CHRISTIE LEEANN STUCKE, as follows:

- 3        1.     That the contract of marriage now and therefore existing  
4               between Plaintiff and Defendant be dissolved and that Plaintiff  
5               be granted an absolute Decree of Divorce and that each of the  
6               parties hereto be restored to the status of a single, unmarried  
7               person;
- 8        2.     That the Court grant the relief requested in this Complaint for  
9               Divorce; and
- 10       3.     For such other relief as the Court finds just and equitable in the  
11               premises.

12 Dated: Tuesday, November 27, 2018.

13                               Respectfully Submitted,

14                               THE ABRAMS & MAYO LAW FIRM

15                               \_\_\_\_\_  
16                               Vincent Mayo, Esq.  
17                               Nevada State Bar Number: 8564  
18                               6252 South Rainbow Blvd., Suite 100  
19                               Las Vegas, Nevada 89118  
20                               Tel: (702) 222-4021  
21                               Attorney for Plaintiff

1 **VERIFICATION**

2 STATE OF NEVADA )  
3 ) ss:  
4 COUNTY OF CLARK )

5 DAVID PATRICK STUCKE, under penalties of perjury, being first  
6 duly sworn, deposes and says:

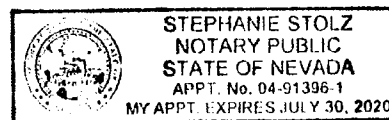
7 That he is the Plaintiff in the above entitled action; that he has read  
8 the foregoing **COMPLAINT FOR DIVORCE** and knows the contents  
9 thereof; that the same is true of his own knowledge, except for those matter  
10 therein contained stated upon information and belief, and as to those  
11 matters, he believes them to be true.

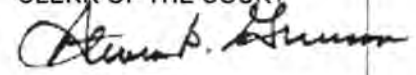
12 Dated this 27<sup>th</sup> day of November, 2018.

13   
14 DAVID PATRICK STUCKE

15 SUBSCRIBED and SWORN to me  
16 this 27 day of November, 2018.

17   
18 NOTARY PUBLIC





1 **ACDAS**  
2 **STEINBERG LAW GROUP**  
3 **BRIAN J. STEINBERG, ESQ.**  
4 Nevada Bar No. 5787  
5 **DANIELLE DAWSON, ESQ.**  
6 Nevada Bar No. 11792  
7 4270 S. Decatur Blvd., Suite B10  
8 Las Vegas, Nevada 89103  
9 Telephone: (702) 384-9664  
10 Facsimile: (702) 384-9668  
11 Email: [brian@steinberglawgroup.com](mailto:brian@steinberglawgroup.com)  
12 Email: [danielle@steinberglawgroup.com](mailto:danielle@steinberglawgroup.com)  
13 Attorney for Defendant

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

11 **DAVID PATRICK STUCKE,**

12 Plaintiff,

13 vs.

14 **CHRISTIE LEANN STUCKE,**

15 Defendant.

CASE NO: D-18-580621-D  
DEPT NO: F

17 **ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM**

18 **COMES NOW**, the Defendant, **CHRISTIE LEANN STUCKE**, by and through her  
19 attorney of record, **BRIAN J. STEINBERG, ESQ.** of the **STEINBERG LAW GROUP**, and  
20 files this Answer to the Complaint for Divorce filed by the Plaintiff, and alleges as follows:

21 **I.**

22 Unless otherwise admitted, qualified or explained, Defendant denies each and every  
23 thing matter and allegation contained in Plaintiff's Complaint for Divorce.

24 **II.**

25 The Defendant admits Paragraphs 1, 2, 4, 7, 9, 10, 11, 12, 13, 15, 19, 20, 21, 22, and  
26 23 of the Plaintiff's Complaint for Divorce.

27 **III.**

28 The Defendant denies Paragraphs 3, 5, 6, 8, 14, 16, 17, and 18 of the Plaintiff's  
Complaint for Divorce.

1       **WHEREFORE**, the Defendant prays that the Plaintiff take nothing by virtue of his  
2 Complaint for Divorce on file herein.

3                               **COUNTERCLAIM FOR DIVORCE**

4       **COMES NOW**, the Defendant/Counterclaimant, **CHRISTIE LEANN STUCKE**, by  
5 and through her attorney of record, **BRIAN J. STEINBERG, ESQ.**, of the **STEINBERG**  
6 **LAW GROUP** and as and for his Counterclaim For Divorce against the  
7 Plaintiff/Counterdefendant states and alleges as follows:

8                               **I.**

9       That the Defendant/Counterclaimant is and for at least six weeks prior to the  
10 commencement of this action, has been a bona fide resident of Clark County, Nevada.

11                              **II.**

12       That the Defendant/Counterclaimant and Plaintiff/Counterdefendant were married on  
13 May 28, 2016, in Las Vegas, Nevada and have ever since that time have been husband and  
14 wife.

15                              **III.**

16       That there are two (2) minor children born of the marriage to wit: **DAVID STUCKE**,  
17 born March 30, 2018, and **SARAH STUCKE**, born May 22, 2016, further referred to as "the  
18 minor child." That both parties are fit and proper persons to be awarded Joint Legal Custody  
19 and the Defendant/Counterclaimant should be awarded Primary Physical Custody of the minor  
20 children.

21                              **IV.**

22       That the Plaintiff/Counterdefendant pay the Defendant/Counterclaimant child support  
23 pursuant to NRS 125B.070 consistent with her request for Primary Physical Custody of the  
24 minor child.

25                              **V.**

26       That Plaintiff/Counterdefendant be directed to continue to provide the minor children  
27 with health insurance coverage and that both parties be ordered to equally (50/50) split the  
28 monthly premium and any and all un-reimbursed, out-of-pocket expenses incurred on behalf  
of the minor child, including, but not limited to, co-pays and deductibles relating to medical,  
dental, orthodontia or optical expenses, psychological and prescription expenses, which are  
not covered under such insurance policy using the 30/30 day rule.

1 VI.

2 That the Defendant/Counterclaimant receive the income tax benefits each and every  
3 year for the parties' minor children.

4 VII.

5 That there is community property of the parties to be divided or adjudicated by the  
6 Court.

7 VIII.

8 That each party should be awarded the debts in that party's name only.

9 IX.

10 That neither party pays spousal support/alimony to the other party.

11 X.

12 That the Defendant/Counterclaimant be awarded exclusive possession of the marital  
13 residence located at 3485 W. Maule Avenue, Las Vegas, Nevada 89118.

14 XI.

15 That the Defendant/Counterclaimant be awarded attorney's fees from the  
16 Plaintiff/Counterdefendant.

17 XII.

18 That the Plaintiff/Counterdefendant and the Defendant/Counterclaimant are  
19 incompatible in their tastes, natures, views, likes and dislikes, which have become widely  
20 separate and divergent so that the parties hereto have been, and now are, incompatible to such  
21 an extent that it now appears that there is no possibility of reconciliation between the Plaintiff  
22 and the Defendant, and that a happy marital status can no longer exist.

23 **WHEREFORE**, Defendant/Counterclaimant prays for judgment as follows:

24 1. That the bonds of matrimony now and heretofore existing between  
25 Defendant/Counterclaimant and Plaintiff/Counterdefendant be dissolved, that the parties be  
26 granted an absolute Decree of Divorce, and that the parties hereto be released from all the  
27 obligations thereof and restored to the status of single persons;

28 2. That both parties be awarded Joint Legal Custody and that the  
Defendant/Counterclaimant be awarded Primary Physical Custody of the minor children;

3. That the Plaintiff/Counterdefendant be ordered to pay the Defendant child  
support pursuant to NRS 125B.070;

1           4.       That Plaintiff/Counterdefendant be directed to continue to provide the minor  
2 children with health insurance coverage and that both parties be ordered to equally (50/50)  
3 split the monthly premium and any and all un-reimbursed, out-of-pocket expenses incurred on  
4 behalf of the minor children, including, but not limited to, co-pays and deductibles relating to  
5 medical, dental, orthodontia or optical expenses, psychological and prescription expenses,  
6 which are not covered under such insurance policy using the 30/30 day rule;

7           5.       That the Defendant/Counterclaimant be entitled to declare the minor children  
8 on her income tax returns each year;

9           6.       That the Court equitably divides the parties' community property;

10          7.       That each party should pay his/her respective debt in that parties' name only;

11          8.       That neither party pays spousal support/alimony to the other party;

12          9.       That the Defendant/Counterclaimant be awarded attorney's fees from the  
13 Plaintiff/Counterdefendant; and

14          10.      For such other further relief as the Court deems just and proper in the premises.

15       **WHEREFORE**, Defendant prays that this Court award judgment in her favor.

16       **DATED** this 10th day of December, 2018.

17                   **STEINBERG LAW GROUP**

18                   

19                   **BRIAN J. STEINBERG, ESQ.**

20                   Nevada Bar No. 5787

21                   **DANIELLE DAWSON, ESQ.**

22                   Nevada Bar No. 11792

23                   4270 S. Decatur Blvd., Suite B10

24                   Las Vegas, Nevada 89103

25                   Telephone: (702) 384-9664

26                   Facsimile: (702) 384-9668

27                   Email: [brian@steinberglawgroup.com](mailto:brian@steinberglawgroup.com)

28                   Email: [danielle@steinberglawgroup.com](mailto:danielle@steinberglawgroup.com)

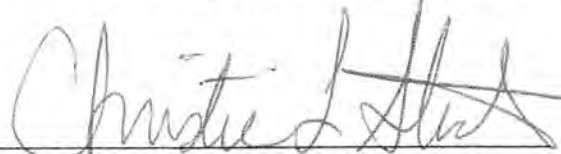
                  Attorney for Defendant/Counterclaimant

1 VERIFICATION

2 STATE OF NEVADA )  
3 ) ss:  
4 COUNTY OF CLARK )

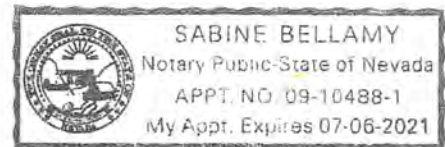
5 **CHRISTIE LEANN STUCKE**, being first duly sworn, deposes and says:

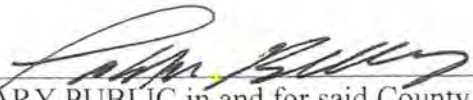
6 That she is the Defendant/Counterclaimant in the above-entitled action; that she has  
7 read the foregoing **ANSWER TO COMPLAINT FOR DIVORCE AND**  
8 **COUNTERCLAIM** and knows the contents thereof; that the same is true and correct except  
9 for those matters alleged upon information and belief, and as to those matters, she believes  
10 them to be true.

11   
12 **CHRISTIE LEANN STUCKE**

13 Subscribed and sworn to before me

14 this 10<sup>th</sup> day of December, 2018.



16   
17 NOTARY PUBLIC in and for said County and State  
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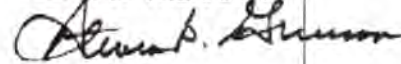
☐ U.S. Mail, First Class, postage prepaid to the person(s) identified below;

☐ Via Facsimile at the number(s) identified below;

☐ Via Electronic mail to the person(s) identified below;

☒ Via Electronic mail utilizing the Odyssey E-file and Serve system to the person(s) identified below as follows:

  
An Employee of the Steinberg Law Group



**RCCM**  
Vincent Mayo, Esq.  
Nevada State Bar Number: 8564  
**THE ABRAMS & MAYO LAW FIRM**  
6252 South Rainbow Blvd., Suite 100  
Las Vegas, Nevada 89118  
Tel: (702) 222-4021  
Fax: (702) 248-9750  
Email: [VMGroup@TheAbramsLawFirm.com](mailto:VMGroup@TheAbramsLawFirm.com)  
Attorney for Plaintiff

Eighth Judicial District Court  
Family Division  
Clark County, Nevada

DAVID PATRICK STUCKE,	)	Case No.: D-18-580621-D
	)	
Plaintiff,	)	Department: F
	)	
vs.	)	
	)	
CHRISTIE LEEANN STUCKE,	)	
	)	
Defendant.	)	
	)	

### REPLY TO COUNTERCLAIM

NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE,  
by and through his attorney of record, VINCENT MAYO, ESQ., of THE  
ABRAMS & MAYO LAW FIRM, and hereby replies to Defendant's  
Counterclaim on file herein and admits, denies and alleges as follows:

1. Plaintiff/Counter-defendant admits allegations set forth in  
paragraphs I, II and XII of Defendant's Counterclaim.

1           2.     Plaintiff/Counter-defendant denies allegations set forth in  
2 paragraphs IV, VI, X and XI of Defendant's Counterclaim.

3           3.     In response to paragraph III of Defendant's Counterclaim,  
4 Plaintiff/Counter-defendant admits that there are two (2) minor  
5 children born of the marriage, to wit: David Stucke, born March 30,  
6 2018 and Sarah Stucke, born May 22, 2016. Plaintiff/Counter-defendant  
7 also admits that both parties are fit and proper persons to be awarded  
8 joint legal custody of the minor children. Plaintiff/Counter-defendant  
9 denies the remaining allegations contained therein.

10          4.     In response to paragraph V of Defendant's Counterclaim,  
11 Plaintiff/Counter-defendant admits that he will continue to provide the  
12 minor children with health insurance coverage, so long as it is available  
13 through his employment at a reasonable cost. Plaintiff/Counter-  
14 defendant also admits that the parties should equally divide the monthly  
15 premium and any and all unreimbursed, out-of-pocket expenses  
16 incurred on behalf of the minor children, including, but not limited to,  
17 co-pays and deductibles related to medical, dental, orthodontia or  
18 optical expenses, psychological and prescription expenses, which are not  
19 covered under such insurance policy using the 30/30 day rule.

20 ///

21 ///

1           5.     In response to paragraph VII of Defendant's Counterclaim,  
2 Plaintiff/Counter-defendant admits that there is community property of  
3 the parties. Plaintiff/Counter-defendant is without sufficient  
4 information to form a belief as to the truth or falsity of the remaining  
5 allegations contained therein. The remaining allegations are therefore  
6 denied with proof demanded at trial.

7           6.     In response to paragraph VIII of Defendant's Counterclaim,  
8 Plaintiff/Counter-defendant is without sufficient information to form a  
9 belief as to the truth or falsity of the allegations contained therein. The  
10 allegations are therefore denied with proof demanded at Trial.

11          7.     In response to paragraph IX of Defendant's Counterclaim,  
12 Plaintiff/Counter-defendant admits that he should not pay spousal  
13 support/alimony to the Defendant/Counter-claimant.  
14 Plaintiff/Counter-defendant denies the remaining allegations contained  
15 therein.

16 ///

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1       WHEREFORE, Plaintiff/Counter-defendant requests that  
2 Defendant/Counter-claimant take nothing by virtue of the Defendant's  
3 Counterclaim and that the same be dismissed with prejudice, and grant  
4 the requested relief made by Plaintiff in his Complaint for Divorce on file  
5 herein.

6 DATED: Tuesday, January 08, 2019.

7                               Respectfully Submitted,

8                               THE ABRAMS & MAYO LAW FIRM

9  
10                              \_\_\_\_\_  
                            Vincent Mayo, Esq.

Nevada State Bar Number: 8564

6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

Tel: (702) 222-4021

Fax: (702) 248-9750

Email: [VMGroup@TheAbramsLawFirm.com](mailto:VMGroup@TheAbramsLawFirm.com)

Attorney for Plaintiff

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Brian J. Steinberg, Esq.  
Attorney for Defendant

Chad W

An Employee of The Abrams & Mayo Law Firm

# REGISTER OF ACTIONS

CASE NO. D-18-580621-D

David Patrick Stucke, Plaintiff vs. Christie LeeAnn Stucke, Defendant.

Case Type: Divorce - Complaint  
Subtype: Complaint Subject Minor(s)  
Date Filed: 11/28/2018  
Location: Department M  
Cross-Reference Case Number: D580621  
Supreme Court No.: 82723

## PARTY INFORMATION

Defendant Stucke, Christie LeeAnn  
9607 Silver City DR  
Las Vegas, NV 89123

Lead Attorneys  
Fred Page  
Retained  
702-469-3278(W)

Plaintiff Stucke, David Patrick  
P.O. Box 400515  
Las Vegas, NV 89140

Molly S. Rosenblum  
Retained  
702-433-2889(W)

Subject Minor Stucke, David Orion

Subject Minor Stucke, Sarah Laura

## EVENTS & ORDERS OF THE COURT

10/2020 Motion (9:30 AM) (Judicial Officer Gentile, Denise L)

*Plaintiff's Emergency Motion to Allow Plaintiff to Complete the Refinance of the Maule Residence and for Defendant to Vacate the Residence*

### Minutes

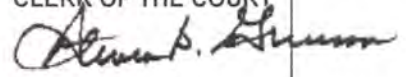
03/10/2020 9:30 AM

PLAINTIFF'S EMERGENCY MOTION TO ALLOW PLAINTIFF TO COMPLETE THE REFINANCE OF THE MAULE RESIDENCE AND FOR DEFENDANT TO VACATE THE RESIDENCE Parties SWORN and TESTIFIED, Statements by Attorney Mayo regarding Plaintiff's refinance of the W. Maule residence, pay-off of the van through escrow and preservation of the funds until a stipulation is reached or further order of the Court. Statements by Defendant regarding need for disbursement of funds to allow her the ability to relocate from the residence. Argument by Attorney Mayo regarding alleged under claiming of income by Defendant. Discussion regarding alternatives for Defendant until such time as the matter is adjudicated or heard at a settlement conference. Further discussion regarding how much time is needed to complete discovery. COURT NOTES, Defendant provided Plaintiff with several coins, keys and his wedding ring IN OPEN COURT. Following discussion COURT ORDERED as follows: 1. SENIOR JUDGE SETTLEMENT CONFERENCE set on 5/6/20 at 1:30 p.m. Each Party shall submit a brief for the Senior Judge at least seven (7) days prior to the settlement conference, as well as file/serve an updated Financial Disclosure Form (FDF), if necessary, with courtesy copies delivered to the department drop box. Order referring to Senior Judge Settlement Program provided to the parties and FILED IN OPEN COURT. 2. In the interim, Plaintiff is permitted to complete the RE-FINANCE of the W. Maule residence. Defendant is to cooperate and execute a Quit Claim Deed, if it is needed, with the understanding that she is not waiving her community interest in the residence. Should she fail to do so, the Clerk of the Court, Steve Grierson, will be permitted to execute a deed on her behalf. The pay-off of the parties' van will be permitted through escrow as part of the refinance. Pursuant to the 1/30/20 Order, the community equity funds are to be placed in Counsel's Trust Account until stipulation or further order of the Court. 3. Defendant will be permitted to stay in the W. Maule residence for another four (4) weeks while she lines up alternative living arrangements for her and the children. Parties are to discuss and Plaintiff is to consider assisting Defendant with reasonable funds to assist in her relocation, including moving fees and deposits on a new residence, by agreeing to the release of community funds, as opposed to this matter returning back to Court. Attorney Mayo will prepare an Order from today's hearing. 4. The W. Maule furniture/furnishings are to be divided via an A/B List.

03/31/2020 10:00 AM

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

CA000636



**ORDR**

Vincent Mayo, Esq.  
Nevada State Bar Number: 8564  
THE ABRAMS & MAYO LAW FIRM  
6252 South Rainbow Blvd., Suite 100  
Las Vegas, Nevada 89118  
Tel: (702) 222-4021  
Fax: (702) 248-9750  
Email: [VMGroup@TheAbramsLawFirm.com](mailto:VMGroup@TheAbramsLawFirm.com)  
Attorney for Plaintiff

Eighth Judicial District Court  
Family Division  
Clark County, Nevada

DAVID PATRICK STUCKE,	)	Case No.:	D-18-580621-D
	)		
Plaintiff,	)	Department:	F
	)		
vs.	)		
	)		
CHRISTIE LEEANN STUCKE,	)	Date of Hearing:	March 10, 2020
	)	Time of Hearing:	9:30 a.m.
Defendant.	)		
	)		

**ORDER AFTER HEARING OF MARCH 10, 2020**

This matter coming on for hearing on the on the 10<sup>th</sup> day of March 2020, before the Honorable Denise L. Gentile, upon Plaintiff's *Emergency Motion to Allow Plaintiff to Complete the Refinance of the Maule Residence and for the Defendant to Vacate the Residence* on an Order Shortening Time, with Plaintiff, DAVID PATRICK STUCKE (hereinafter referred to as "David"), having appeared personally and by

1 and through his attorney of record, VINCENT MAYO, ESQ., of THE  
2 ABRAMS & MAYO LAW FIRM, and Defendant, CHRISTIE LEEANN  
3 STUCKE (hereinafter referred to as "Christie"), having appeared  
4 personally in proper person, and the Court having listened to the  
5 representations and arguments of counsel, and good cause appearing:

6 **THE COURT HEREBY NOTES** statements by Attorney Mayo  
7 regarding David's refinance of the W. Maule residence, pay-off of the van  
8 through escrow and preservation of the funds until a stipulation is  
9 reached or further order of the Court.

10 **THE COURT FURTHER NOTES** statements by Christie  
11 regarding the need for disbursement of funds to allow her the ability to  
12 relocate from the residence.

13 **THE COURT FURTHER NOTES** argument by Attorney Mayo  
14 regarding alleged under claiming of income by Christie.

15 **THE COURT FURTHER NOTES** discussion regarding  
16 alternatives for Christie until such time as the matter is adjudicated or  
17 heard at a settlement conference.

18 **THE COURT FURTHER NOTES** discussion regarding how  
19 much time is needed to complete discovery.

20 **THE COURT FURTHER NOTES** that Christie provided David  
21 with several coins, keys and his wedding ring in open Court.

1       **THEREFORE,**

2       **IT IS HEREBY ORDERED** that a Senior Judge Settlement  
3 Conference is set for May 6, 2020 at 1:30 p.m. Each party shall submit a  
4 Brief for the Senior Judge at least seven (7) days prior to the settlement  
5 conference, as well as file/serve an updated Financial Disclosure Form, if  
6 necessary, with courtesy copies delivered to the department drop box.  
7 The Order referring to Senior Judge Settlement Program provided to the  
8 parties and filed in open Court.

9       **IT IS FURTHER ORDERED** that in the interim, David is  
10 permitted to complete the refinance of the W. Maule residence. Christie  
11 is to cooperate and execute a Quitclaim Deed, if it is needed, with the  
12 understanding that she is not waiving her community interest in the  
13 residence. Should she fail to do so, the Clerk of the Court, Steve  
14 Grierson, will be permitted to execute a Deed on her behalf. The pay-off  
15 of the parties' van will be permitted through escrow as part of the  
16 refinance. Pursuant to the January 30, 2020 Order, the community  
17 equity funds are to be placed in Plaintiff's counsel's trust account until  
18 stipulation or further order of the Court.

19       **IT IS FURTHER ORDERED** that Christie will be permitted to  
20 stay in the W. Maule residence for another four (4) weeks while she lines  
21 up alternative living arrangements for her and the children. The parties

1       **IT IS FURTHER ORDERED** that David is to provide copies of  
2 any joint tax returns/transcripts in his possession to Christie.

3       **IT IS FURTHER ORDERED** that David is to authorize the  
4 realtor to speak to Christie regarding the sale of the Grandview property  
5 by the end of the day on January 31, 2020.

6       **IT IS FURTHER ORDERED** that Christie is to file/serve her  
7 updated Detailed Financial Disclosure Form (FDF), including, a  
8 profit/loss statement, by February 7, 2020.

9       **IT IS FURTHER ORDERED** that Christie will allow a complete  
10 appraisal of the West Maule residence to allow David to proceed with a  
11 refinance of the loan and buy Christie out of her equity in the West  
12 Maule residence.

13       **IT IS FURTHER ORDERED** that David will front the February  
14 2020 mortgage payment on the West Maule property to maintain his  
15 credit, which will be reimbursed to him from Christie's potential interest  
16 in the Grandview property.

17       **IT IS FURTHER ORDERED** that each party is entitled to  
18 telephone contact with the minor children once a day while they are in  
19 the care of the other parent.

20 ///

21 ///

1       **IT IS FURTHER ORDERED** that each party is responsible for  
2 providing an itinerary to the other party for any out-of-state travel with  
3 the minor children.

4       **IT IS FURTHER ORDERED** that all of the net sales proceeds  
5 from the 3740 Grandview Place, LV NV 89118 residence are to be placed  
6 in Attorney Mayo's trust account, until further order of the Court.

7       **IT IS FURTHER ORDERED** that David's request for an Order  
8 Shortening Time on the Motion to approve the refinance of the West  
9 Maule property shall be granted, upon submission of same to the Court.

10       **IT IS FURTHER ORDERED** that Attorney Mayo is to prepare  
11 an Order from today's hearing.

12 Dated this 25<sup>th</sup> day of February, 2020.

13   
14 DISTRICT COURT JUDGE (CD)

14 Respectfully Submitted:

15 THE ABRAMS & MAYO LAW FIRM

16   
17 Vincent Mayo, Esq.  
17 Nevada State Bar Number: 8564  
18 6252 S. Rainbow Blvd., Suite 100  
18 Las Vegas, Nevada 89118  
19 Email: [vmgroup@theabramslawfirm.com](mailto:vmgroup@theabramslawfirm.com)  
19 Attorney for Plaintiff

Electronically Filed  
05/11/2020 04:54 PM

*Heather S. Lavin*  
CLERK OF THE COURT

**COURT CODE: MOT**

Your Name: Christie L. Stucke

Address: 3485 W. Maule Avenue

Las Vegas Nevada 89118

Telephone: 941-545-6214

Email Address: christiestucke@gmail.com

Self-Represented

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

**DAVID PATRICK STUCKE**

Plaintiff.

vs.

**CHRISTIE LEEANN STUCKE**

Defendant.

CASE NO.: D-18-580621-D

DEPT: F

Hearing Requested? (☒ *check one, the clerk will enter dates when you file*)

☒ Yes. Hearing Date: \_\_\_\_\_

Hearing Time: \_\_\_\_\_

☐ No. Chambers Decision: \_\_\_\_\_

**MOTION AND NOTICE OF MOTION TO SET ASIDE ORDER, JUDGMENT, AND/OR  
DEFAULT**

TO: Name of Opposing Party and Party's Attorney, if any, VINCENT MAYO, THE ABRAMS & MAYO LAW FIRM

If a hearing was requested above, the hearing on this motion will be held on the date and time above before the Eighth Judicial District Court - Family Division located at:  
(clerk will check one)

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.
- ☐ The Child Support Center of Southern Nevada, 1900 L. Flamingo Rd #100, LV NV 89119.

**NOTICE: You may file a written response to this motion with the Clerk of the Court and provide the undersigned with a copy of your response within 14 days of receiving this motion. Failure to file a written response with the Clerk of Court within 14 days of your receipt may result in the requested relief being granted by the Court without a hearing prior to the scheduled hearing date.**

Submitted By: /s/ Christie L Stucke

☐ Plaintiff ☒ Defendant

© 2020 Family Law Self-Help Center

Motion to Set Aside

\* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit <http://www.nvselfhelp.com> or the Family Law Self-Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

CA000642

### MOTION

(Your name) Christie L Stucke moves this Court for an order to set aside an order, judgment and/or default. (☒ *check one*)

- ☒ I tried to resolve this issue with the other party before filing this motion.
- ☐ I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because *(explain why you did not try to resolve this issue directly with the other party before filing this motion)*

### POINTS AND AUTHORITIES LEGAL ARGUMENT

The court may set aside a final order or judgment pursuant to Nevada Rule of Civil Procedure 60(b) for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation or other misconduct of an adverse party;
- (4) the judgment is void; or
- (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) 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.

When a default order is entered against a party who was never personally served with the summons and complaint, the court may set aside the order pursuant to Nevada Rule of Civil Procedure 60(c) so the party can answer the merits of the original action. A defaulted party must file a motion within 6 months of the date of service of written notice of entry of the order.

In addition, a default may be set aside for good cause. NRC 55(c).

## FACTS AND ARGUMENT

1. **Order/Default.** (☒ check one)

- ☐ I want to set aside a default that was entered on (date default was filed) \_\_\_\_\_.
- ☒ I want to set aside an order. A hearing was held on (date of the hearing, or "n/a" if there was no hearing) March 10, 2020. A written order was filed (date of the order) 4/23/2020. I was served with a copy of the order on (date you received the order) 4/23/2020.

2. **Grounds.** The default or order should be set aside because: (☒ check all that apply)

- ☐ I was never served with the other party's court papers that led to the court order/default.
- ☒ I did not respond to the other party's court papers because of my mistake, inadvertence, surprise, or excusable neglect. (Explain why you did not respond to the original papers):

This is my first response to the order after hearing. I requested and was promised dispersement on May 6th from buyout and I disagree with Vacate order as I was promised to receive the funds to enable me to have finances to move on May 6, 2020. However, due to COVID-19 my move was stalled and the Senior Judge Settlement Vacated without any future date to reschedule and is sure to be more than a few months out given the pandemic. This is urgent to get money of my equity to be able to buy a house before lending terms tighten and there is enough coming from the buyout closing May 22nd to allow such dispersement.

- ☒ The other party committed fraud, misrepresentation, or misconduct that resulted in the order. (Explain what the other party did to get the order that was wrong):

They stated in the order and have made legal threat to do "they can force my signature on the quick claim deed" which only if I was not willing to comply at closing to sign such which i have stated I am. Instead they have not completed refinance per the lending agent & provided falsehood to the lending company that I would not sign at closing and tried to force my signature on a quick claim deed outside of the refinance closing process. Which I feel is fraudulent, unethical and legal abuse of liberty writing the order to twist its intentions of the judge and court to gain the full ownership of property without my consent without doing the refi.

- ☒ Other (Explain the reasons you want the default order set aside):

We had an oral agreement and the law says it must be adhered to or contested. I am opposing it. I wish to have the oral agreement honored or negotiate a new agreement as the agreement to move was based on a monetary dispersement to provide a new housing situation for me and children as part of the moving process. That the lending is tightening and I have been pre-approved by new hieghts lending I an asking for an early dispersement given good reasonable situation of covid. see notes attached regarding proof of hearing times and dates.

3. **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: (*Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.*)

Order to disburse 116k to Christie now as 113k is coming from the buyout May 22nd & there are enough funds to do so now and enough to still argue over at future settlement date. without such I'll be unable to obtain lending in the future due to the impact of covid as I am self employed and my credit is under 600 at this time without the significant \$ down-payment now to shop for a home pay off debts and and improve my credit & I may lose the ability to buy a home. Please order to force David to finish the Refinance as he tried to avoid and run out clock and ability to do so. Please order David must attend and do the closing on May 22nd. Also order Christie to stay in home until other housing is obtained & Unseal Case for ease e-filing case.

I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED May 11th, 2020.

Submitted By: (*your signature*) /s/ Christie L Stucke  
(*print your name*) Christie L Stucke

#### **DECLARATION IN SUPPORT OF MOTION TO SET ASIDE**

I declare, under penalty of perjury:

- a. I have read the foregoing motion, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.
- b. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

**I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.**

DATED May 11th, 2020.

Submitted By: (*your signature*) /s/ Christie L Stucke  
(*print your name*) Christie L Stucke

DISTRICT COURT  
CLARK COUNTY, NEVADA

Divorce - Complaint

COURT MINUTES

September 17, 2020

D-18-580621-D      David Patrick Stucke, Plaintiff  
vs.  
Christie LeeAnn Stucke, Defendant.

September 17, 2020      09:00 AM      Non-Jury Trial

HEARD BY:      Gentile, Denise L      COURTROOM: Courtroom 03

COURT CLERK:      McCulloch, Melissa

**PARTIES PRESENT:**

David Patrick Stucke, Counter Defendant, Plaintiff,      Vincent Mayo, Attorney, Not Present  
Not Present

Christie LeeAnn Stucke, Counter Claimant,      Fred Page, Attorney, Not Present  
Defendant, Not Present

Sarah Laura Stucke, Subject Minor, Not Present

David Orion Stucke, Subject Minor, Not Present

**JOURNAL ENTRIES**

NON-JURY TRIAL (DAY 2)

Matter OFF CALENDAR, Court to reset date and notify each side.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

1 DAO

2 EIGHTH JUDICIAL DISTRICT COURT  
3 FAMILY DIVISION

4 CLARK COUNTY, NEVADA

5 DAVID STUCKE,

6 Plaintiff,

7 v.

8 CHRISTIE STUCKE,

9 Defendant.

CASE NO. D-18-580621-D

DEPT NO. F

Date of Hearing: 9/10/2020, 12/09/2020  
12/10/2020, 12/11/2020, 12/17/2020

10  
11 **FINDINGS OF FACT, CONCLUSIONS OF LAW**  
12 **AND DECREE OF DIVORCE FROM TRIAL**

13 THE ABOVE MATTER having come on regularly for Trial before the Honorable Judge  
14 DENISE GENTILE, for non-jury trial with Plaintiff, DAVID STUCKE ("Plaintiff" or "DAVID"),  
15 having appeared personally, and by and through his attorney, VINCENT MAYO, ESQ., and  
16 Defendant, CHRISTIE ("Defendant" or CHRISTIE"), having appeared personally by and through  
17 her attorney of record, FRED PAGE, ESQ. The Court heard the evidence of the witnesses sworn  
18 and examined in open court, which included the parties, Christie and David and John Paglini,  
19 PsyD. This Court had the opportunity to assess the demeanor and credibility of the witnesses. The  
20 Court examined documentary exhibits admitted into evidence - Plaintiff's Exhibits 1(b), 2, 12(a),  
21 (b), and ©, 13-16, 21, 22, 26, 27, 29, 33-37, 39-42, 43(a) and (b), 44, 45(a) and(b), 46 (a) and (b),  
22 47-50, 69, 86, 87, 121, 135, 136, 139, 140, 142, 153, 182, 184, 192, 194-198, 202, 204, 206, 207,  
23 207(a), 208 - 217 were admitted; Defendant's Exhibits A-E were admitted. Being advised as to  
24 the law in this case and good cause appearing, this Court renders its decision, as follows:

25 **I.**

26 **HISTORY OF THE CASE**

27 THE COURT FINDS that the parties were married on May 28, 2016. The parties have two  
28 children, Sarah Stucke, born July 22, 2016, age 4, and David Orion Stuck, born March 30, 2018,  
age 2. COURT FINDS that David filed this action on November 28, 2018. An Answer was filed  
by Christie on December 13, 2018. COURT FINDS that this matter was hotly contested and

1 litigated with various motions, discovery disputes, numerous hearings in front of the Court, which  
2 included custody, support orders, and related interim issues pertaining to the parties. The parties  
3 were not sent to mediation because a joint physical custody schedule was entered by the TPO  
4 hearing master, which was confirmed and adopted by this Court. The Court heard various motions  
5 entered temporary family support orders, based upon the representations made by the parties as to  
6 their financial situations. The case was set for trial after 2 years of discovery and litigation, and  
7 this Decree follows:

### 8 **Preliminary Findings**

9 THE COURT HEREBY FINDS that the Court, as part of the process in formulating the  
10 decision, listened to the testimony of witnesses and reviewed the Exhibits offered by the parties that  
11 were admitted into the record. THE COURT FURTHER FINDS that the issues before the Court  
12 included child custody, child support, the division of assets and debts, confirmation of separate  
13 property, and attorney's fees.

14 The COURT FURTHER FINDS it is to the satisfaction of the Court that the parties are  
15 residents of Nevada, as it was undisputed they have lived in the state of Nevada, and based upon  
16 the parties' testimony, it is to the satisfaction of the Court that residence is established at least six  
17 (6) weeks prior to the commencement of the action.. THE COURT HEREBY FINDS that it has  
18 jurisdiction over these parties and the subject matter. THE COURT FURTHER FINDS that the  
19 parties are incompatible, with no possibility of reconciliation.

### 20 **TERMINATION OF THE PARTIES' MARRIAGE**

21 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of  
22 matrimony existing between Christie and David be, and the same are wholly dissolved, and an  
23 absolute Decree of Divorce is hereby granted to Christie and David, and each of the parties is  
24 restored to the status of a single, unmarried person.

### 25 **CUSTODY**

26 COURT FINDS the parties have two children, born of this marriage, Sarah Stucke, age 4,  
27 and David Stucke, age 2. COURT FINDS the applicable statutory authority that governs this case  
28 is as follows:

1       **NRS 125C.001 State Policy.** The legislature declares that it is the policy of this  
2       state:

- 3       1. To ensure that minor children have frequent associations and a continuing  
4       relationship with both parents after the parents have ended their relationship,  
5       become separated or dissolved their marriage;  
6       2. To encourage such parents to share the rights and responsibilities of child  
7       rearing; and  
8       3. To establish that such parents have an equivalent duty to provide their minor  
9       children with necessary maintenance, health care, education and financial support.  
10      As used in this subsection, "equivalent" must not be construed to mean that both  
11      parents are responsible for providing the same amount of financial support to their  
12      children.

13       **NRS 125C.0015 Parents have joint custody until otherwise ordered by court.**

- 14      1. The parent and child relationship extends equally to every child and to every  
15      parent, regardless of the marital status of the parents.  
16      2. If a court has not made a determination regarding the custody of a child, each  
17      parent has joint legal custody and joint physical custody of the child until otherwise  
18      ordered by a court of competent jurisdiction.

19                               **LEGAL CUSTODY**

20       COURT FINDS that NRS 125C.002 provides the court with its authority for establishing  
21      joint legal custody, as follows:

22      1. When a court is making a determination regarding the legal custody of a child,  
23      there is a presumption, affecting the burden of proof, that joint legal custody would  
24      be in the best interest of a minor child if:

25          (a) The parents have agreed to an award of joint legal custody or so agree  
26          in open court at a hearing for the purpose of determining the legal custody of the  
27          minor child; or

28          (b) A parent has demonstrated, or has attempted to demonstrate but has had  
his or her efforts frustrated by the other parent, an intent to establish a meaningful  
relationship with the minor child.

2      2. The court may award joint legal custody without awarding joint physical  
custody.

3      COURT FINDS the neither party presented a case to overcome the presumption that it is  
4      in the children's best interests for the court to order joint legal custody; therefore, IT IS HEREBY  
5      ORDERED that each party is awarded Joint Legal Custody of the minor children.

6                               **PHYSICAL CUSTODY**

7       **NRS 125C.0025 Joint physical custody.**

8      1. When a court is making a determination regarding the physical custody of a  
9      child, there is a preference that joint physical custody would be in the best interest  
10     of a minor child if:

11          (a) The parents have agreed to an award of joint physical custody or so  
12          agree in open court at a hearing for the purpose of determining the physical custody  
13          of the minor child; or

1 (b) A parent has demonstrated, or has attempted to demonstrate but has had  
2 his or her efforts frustrated by the other parent, an intent to establish a meaningful  
3 relationship with the minor child.

2. For assistance in determining whether an award of joint physical custody is  
appropriate, the court may direct that an investigation be conducted.

4 **NRS 125C.0035 Best interests of child: Joint physical custody; preferences;  
presumptions when court determines parent or person seeking custody is perpetrator of  
domestic violence or has committed act of abduction against child or any other child.**

5 1. In any action for determining physical custody of a minor child, the sole  
6 consideration of the court is the best interest of the child. If it appears to the court  
7 that joint physical custody would be in the best interest of the child, the court may  
8 grant physical custody to the parties jointly.

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

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

9 (a) To both parents jointly pursuant to NRS 125C.0025 or to either parent  
10 pursuant to NRS 125C.003. If the court does not enter an order awarding joint  
11 physical custody of a child after either parent has applied for joint physical custody,  
the court shall state in its decision the reason for its denial of the parent's  
application.

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

13 © To any person related within the fifth degree of consanguinity to the child  
whom the court finds suitable and able to provide proper care and guidance for the  
14 child, regardless of whether the relative resides within this State.

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

16 The Nevada Supreme Court has held that in custody matters, the polestar for judicial  
17 decision is the best interest of the child, the court has broad discretion. The Supreme Court has  
18 held that the district court must make specific findings and provide an adequate explanation of the  
19 reasons for a child custody determination, and must tie it to the best interest factors enumerated by  
20 statute, and any other relevant factors relevant to the determination. *Davis v. Ewalefo*, 131 Nev.  
21 Adv. Op 45, 352 P3d 1139 (2015).

22 COURT FINDS that the parties shared joint physical custody during the pendency of the  
23 action. COURT FINDS that David and Christie could not agree on the final custodial orders and  
24 thus, the Court granted permission for Dr. John Paglini to conduct a child custody evaluation, at  
25 David's request. COURT FINDS that after a lengthy period of conducting the evaluation; the  
26 custody evaluation was completed on July 27, 2020; including the national pandemic, several  
27 factors delayed the divorce trial, but the Court was finally able to hear testimony from Dr. Paglini  
28 at the second day of the parties' divorce trial conducted on 12/09/2020. COURT FINDS that Dr.

1 Paglini's report was admitted as evidence, Plaintiff's Exhibit 207(a). COURT FINDS that Dr.  
2 Paglini's report was 88 pages and very detailed as to his findings and recommendations. COURT  
3 FINDS that it adopts Dr. Paglini's findings and recommendations, as though set forth fully herein.  
4 Dr. Paglini's report and testimony were CREDIBLE and are fair and even-handed when evaluating  
5 the parties, their behaviors, and what is best for the parties' minor children.

6 Based upon the FINDINGS OF FACT, the Court makes the following CONCLUSIONS  
7 OF LAW AND ORDERS:

8 NRS 125C.0035(4) states: In determining the best interest of the child, the court shall  
9 consider and set forth its specific findings concerning, among other things:

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

11 Based upon the foregoing Court FINDS there was no testimony presented about this factor,  
12 and therefore inapplicable.

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

14 Neither party presented evidence of this factor. This factor is inapplicable.

15 **© Which parent is more likely to allow the child to have frequent associations and a  
16 continuing relationship with the noncustodial parent.**

17 Again this Court adopts the findings of Dr. Paglini on this issue. The Court is aware of the  
18 struggles experienced during this case and the difficulty the parties have had co-parenting. COURT  
19 FINDS that the most concerning was the continued theme learned about Christie in her efforts to  
20 gain leverage or control in the custody proceedings. COURT FINDS that Christie made various  
21 allegations against David, all in an attempt to gain an advantage, but none of which was  
22 substantiated. COURT FINDS that Christie made allegations to denigrate David's image with the  
23 Court, such as he was a cheater, that he raped her, that he was a pedophile, but also admitted in  
24 some regards that he was good with the children. COURT FINDS that the context of each of such  
25 allegations tended to occur when she was unable to gain ground in the divorce action, or there were  
26 questions relating to her financial dealings, thus detracting the focus from what would otherwise  
27 have been directed to the parties' money issues. COURT FINDS that Dr. Paglini's report addresses  
28 this issue extensively in his factual recitation of the numerous reports of the parties regarding the

1 above issues. COURT FINDS that Dr. Paglini asserts and this Court ADOPTS that if David Stuck  
2 truly were a pedophile or did in fact abuse his daughter, this would have serious ramifications on  
3 the custodial recommendations and ultimately the orders. COURT CONFIRMS that there was no  
4 evidence presented at trial to suggest that David was a pedophile, and Dr. Paglini's observation of  
5 the children with their father indicated they were very bonded, while this would have been the  
6 opportunity to observe discomfort of an issue between David and his daughter. COURT  
7 FURTHER FINDS that Dr. Paglini asserts and this Court ADOPTS that if Ms. Stucke created sex  
8 abuse claims or rape allegations for secondary gains, this would be the ultimate act of parental  
9 alienation, and the Court would clearly give David primary custody. COURT ALSO FINDS that  
10 there is evidence that Christie has a history of making similar allegations in her prior divorce with  
11 the father of her elder children, which calls into question her credibility. However, her ex-husband  
12 was unwilling to disparage Christie or offer negative testimony about Christie as he indicated to  
13 Dr. Paglini that he and Christie have a good relationship now, and that she is a good mother. But,  
14 there was a point when the relationship was not so cooperative.

15 While David attempted to utilize these findings by Dr. Paglini as a reason to seek primary  
16 custody, Dr. Paglini testified that while the allegations of sexual abuse may not have been  
17 substantiated, it does not mean that Christie reported it out of spite, but could have reported it  
18 because she believed her daughter, as parents want to believe their children, and certainly do not  
19 want to be in a position where they have chosen to ignore their children's claims of abuse, and then  
20 it turns out to be true, so parents WANT to believe their children. COURT FINDS in conclusion,  
21 that neither law enforcement, investigative agencies, nor Dr. Paglini or the Court could find that  
22 any of such allegations were true. In this regard, this Court FINDS that it could find neither  
23 scenario to be presented in the evidence admitted at trial. As it relates to this factor, there were  
24 copious amounts of facts included in Dr. Paglini's report, and this Court adopts them herein. This  
25 factor does not favor either party. See Dr. Paglini's report, Exhibit 207(a).

26 **(d) The level of conflict between the parents.**

27 COURT FINDS that there is a high level of conflict between the parties at this time, due  
28 to these proceedings; however, this Court believes once the case has concluded, the level of conflict

1 should subside to a degree, as this litigation has played a role in the parties' acrimonious  
2 relationship. COURT FINDS that the Court's Orders should establish parameters within which the  
3 parties shall function, and there should be a reduction in conflict and also instruction for those  
4 behaviors the parties should avoid in the future, in order to reduce conflict. Dr. Paglini  
5 acknowledged that Christie has demonstrated her dislike for David, and has expressed so in front  
6 of the children, and has expressed that if it continues, it would be a hindrance to the parties' ability  
7 to co-parent moving forward. This factor favors David. See Dr. Paglini's report, Exhibit 207(a).

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

9 Other than the acrimony in the parties' divorce, and the issues that have been identified  
10 herein and in Dr. Paglini's report, COURT FINDS that historically, both parties have been able to  
11 cooperate to meet the needs of the minor children, as evidenced by the testimony at trial.

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

13 There was a concern for Christie's mental health as Dr. Paglini referred to her emotional  
14 dysregulation and the increased dysregulation over time when she was upset with David, when she  
15 was jealous or angry with David; COURT FINDS that there is concern for Christie's assaults on  
16 David and her continued disparagement of David in the presence of the children which could have  
17 lasting effects on the children. COURT FINDS that Dr. Paglini indicates Christie is not aware of  
18 the impact this behavior would have on the children, and needs to be more mindful of the same.  
19 Dr. Paglini noted that David tended to video record certain incidents with Christie that caused the  
20 situation to escalate, and cause additional frustration. COURT FINDS that said behavior of each  
21 party was intended to prove a point, and caused frustration to the other party, without concern for  
22 how this would affect the children. COURT FINDS that Dr. Paglini determined David appreciated  
23 the impact this could have on the children, while Christie chose to focus on blaming David for  
24 instigating the incidents. COURT FINDS that Dr. Paglini reports Christie also has admitted she  
25 has borderline personality disorder - sufferers of such disorder tend to be a challenge in  
26 relationships as they are emotional over-reactive or dysregulated, over idealize and devalue very  
27 quickly. COURT FINDS that Dr. Paglini's recommendation is that whether Christie suffers from  
28 Borderline Personality or not, she needs to learn to regulate her anger/emotions and to express

1 herself in a more appropriate manner, and should be addressed in therapy (this will be addressed  
2 herein below in the Orders). While Dr. Paglini did not identify specific mental health factors that  
3 would prevent either parent from being able to parent the children, Dr. Paglini raised issues of  
4 concern that if continued to be present or if increased may support a change in custody in the  
5 future. See Dr. Paglini's Report, Exhibit 207(a).

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

7 COURT FINDS that it needs to reiterate the concerns raised herein about the issues that  
8 exist with the emotional dysregulation of Christie, and the continued acrimony that exists between  
9 both parents, to the extent that the children are potentially pawns in the process. COURT FINDS  
10 that while neither party demonstrated that either was incapable of providing the children what they  
11 need on a day to day basis, physically, developmentally, emotionally, as a loving and caring parent,  
12 each parent has behaved in such a way during this process and while in the process of the  
13 dissolution of their relationship, that neither took into consideration that the triggering of the other  
14 would create tension and behavior in the household to be witnessed by the children, NOT meeting  
15 the children's emotional needs, but putting their own needs to win, gain an advantage, or prove a  
16 point came first. Does this Court believes that each parent loves the children, yes. Does this Court  
17 believe each is capable of meeting the physical, developmental and emotional needs of the children,  
18 yes. Dr. Paglini's report indicates that each is a good parent, the children love their parents, and  
19 the children are cared for, despite the negative interaction between the parents. COURT FINDS  
20 that this factor does not favor either parent, but CAUTIONS both parents to be mindful of the fact  
21 that while you may be able to feed, clothe, educate, and care for the children on a daily basis, their  
22 emotional needs are important, and often the effects of your misconduct toward each other causes  
23 an intangible effect that will come to light in later years, while the children are attempting to  
24 conduct themselves in relationships, either familial or romantic type relationships. You are your  
25 children's role models; straighten up and act like the two highly intelligent individuals capable of  
26 understanding that a moment of indiscretion or inappropriate behavior may affect your children for  
27 a lifetime. See Dr. Paglini's Report, Exhibit 207(a).

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

2           Based upon the testimony, and the report of Dr. Paglini, COURT FINDS the relationship  
3 of the children with their parents is good. There was no evidence presented by either parent to  
4 suggest otherwise, and Dr. Paglini indicates that during his observations the children were  
5 comfortable and bonded with their parents.

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

7           COURT FINDS there are no other minor siblings; therefore the ability of the children to  
8 maintain a relationship with any sibling is a non-issue, as these children remain together in the  
9 custody schedule. COURT FINDS that Christie has children who are much older than the children  
10 in this case and Christie is able to ensure the younger children maintain relationship with their elder  
11 siblings during her timeshare.

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

13           COURT FINDS that while there have been multiple reports to CPS and a criminal  
14 investigation, there was no evidence presented related to abuse or neglect of the children. This  
15 factor is inapplicable.

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

19           COURT FINDS there have been allegations of domestic violence by each party. COURT  
20 FINDS that David pled no contest to a battery domestic violence case, and there was much  
21 evidence presented to Dr. Paglini of Christie's volatile and violent behavior. COURT FINDS that  
22 even with this behavior, Dr. Paglini concluded that this should not preclude either party from  
23 having custody. This factor does not favor either party.

24           **(l) Whether either parent or any other person seeking physical custody has committed  
25 any act of abduction against the child or any other children.**

26           COURT FINDS that there was no evidence presented regarding this factor, and is  
27 inapplicable.

28           Based upon the foregoing FINDINGS, the Court states its ORDERS as follows:

IT IS HEREBY ORDERED that David and Christie are awarded Joint Legal and Joint  
Physical Custody of the minor children, to wit: Sarah Stucke and David Stucke. Based upon the

1 recommendations of Dr. Paglini, the Court FURTHER ORDERS that the parties shall share the  
2 children on an approximately 60/40 time share. COURT ORDERS that David shall have the  
3 children each week from Monday at 8 a.m. to Friday at 8 a.m., Christie shall have the children from  
4 Friday at 8 a.m. to Monday at 8 a.m. David shall also have the 3<sup>rd</sup> weekend and the 5<sup>th</sup> weekend  
5 of the month (if there are 5 weekends in a given month), from Friday at 8 a.m. to Monday at 8 a.m.,  
6 and Mom shall have the children from Monday at 8 a.m. to Wednesday at 8 a.m. of the week  
7 following David's weekend. The 3<sup>rd</sup> weekend shall be defined by the weekend that has the 3<sup>rd</sup>  
8 Friday of the month. COURT ORDERS that the parties shall share the children on a week on/week  
9 off basis during the summer months, starting the first Friday of the children's summer school break;  
10 the schedule shall continue until the weekend before the children return to school, at which point  
11 their weekly custody schedule shall be reinstated. The children shall be with David the first week  
12 after school ends, in odd years, and shall be with Christie the first week after school ends in even  
13 years. COURT ORDERS that the parties shall take their respective vacations during the summer  
14 months, and during their own custody time, and shall be no longer than one (1) week, unless  
15 otherwise agreed by the parties. If the parties agree to extend vacation longer than the one week  
16 as stated herein, they must do so in writing, and provide the other with compensatory time for the  
17 time missed, to be exercised immediately after the children return from vacation.

18 IT IS FURTHER ORDERED that David and Christie will alternate the holidays, and adhere  
19 to the following holiday schedule (if the holiday is not addressed herein, the holiday shall be  
20 exercised by the person who has the children on that date, unless otherwise mutually agreed by the  
21 parties, for any given holiday):

EXTENDED HOLIDAYS	ODD YEAR	EVEN YEAR
Thanksgiving: The holiday visitation shall begin the day school ends for Thanksgiving break (or 3:00 p.m. if the children are not in school) and continue until the day school is scheduled to resume (or 9:00 a.m. if the children are not in school).	Dad	Mom

Christmas/Winter Break: Winter break shall be divided between the parents, with the first block of time commencing when school ends for the Winter Break (or 3:00 p.m. if the children are not in school), and continue until the mid-point of the Winter Break at 12:00 p.m.. The second block of time shall commence on mid-point at 12:00 p.m. and continue until school is scheduled to resume (or 9:00 a.m. if the children are not in school). If the break has an odd number of days, the second half of the break shall receive the extra day.		
First Block	Mom	Dad
Second Block	Dad	Mom
EXTENDED HOLIDAYS, contd.	ODD YEAR	EVEN YEAR
Spring Break: The holiday visitation shall begin on the day school ends before the break (or 3:00 p.m. if the children are not in school) and continue until the day school is scheduled to resume (or 9:00 a.m. if the children are not in school).	Dad	Mom

SPECIAL OCCASIONS		
(Special Occasions begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day)	ODD YEAR	EVEN YEAR
Mother's Day	Mom	Mom
Father's Day	Dad	Dad

#### CHILD SUPPORT

COURT FINDS that child support should be set pursuant to NAC 425 and the applicable NRS 125B. COURT FINDS David's most recent financial declarations, amongst other testimonial evidence, demonstrate a gross monthly income of \$8,333 per month. Pursuant to NAC 423, applying the formula to David's income, twenty-two percent (22%) of David's gross monthly income is \$1,833.26. COURT FINDS that Christie's most recent financial declaration from 9/2020 shows that she earns \$4,100 per month, her financial declaration just prior to that which was served but never filed (and much more detailed and likely more accurate from the perspective of reporting from where her income is generated) indicates that she earns \$7,228 gross monthly income; the prior filings had incomes of \$4,100 (2/2019), \$7,021 (4/16/2019), and \$6,221 (4/23/2019).

1 COURT FINDS that it is almost impossible to discern what is actually Christie's monthly income.  
2 Christie is a master of moving money between accounts, utilizing cash on hand, categorizing  
3 personal expenses or paying personal expenses through her various business entities, receiving  
4 income for one business entity but running it through a different entity, and frankly, making a  
5 difficult accounting task almost insurmountable from the Court's perspective. What is obvious  
6 from the information provided is that Christie does not accurately report her income on her  
7 financial disclosure forms, as the figures provided do not match the cash withdrawals from the  
8 various bank accounts owned by Christie, COURT FINDS that while Christie is willing to admit  
9 to an income of \$7,223 on February 2020 and various other numbers in that range until just prior  
10 to trial in September 2020, the Court FINDS that Christie is able to earn at minimum the same  
11 amount of income as David based upon the disclosures and the withdrawals, and thus the Court  
12 shall attribute the same amount of income of \$8,333 to Christie for purposes of calculating child  
13 support. COURT FINDS that Christie's child support shall be set at \$1,833.26 per month; and  
14 when applying the formula which requires the parties to offset each party's child support against  
15 the other, then the child support amount in this case shall be ZERO. IT IS HEREBY ORDERED,  
16 ADJUDGED, AND DECREED that NEITHER PARTY shall pay child support to the other.

17 **CHILDREN'S HEALTH EXPENSES**

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED the cost of the minor  
19 children's medical insurance premium shall be paid by David, and said premium shall be shared  
20 equally by the parties. IT IS FURTHER ORDERED that each party shall pay one-half (1/2) of all  
21 the reasonable and necessary medical, surgical, dental, orthodontic, psychological, and optical  
22 expenses of the minor children not paid by any medical or other insurance covering the minor  
23 children. Each party shall be responsible for the payment of his or her share of such expenses,  
24 regardless of which party actually pays or incurs such expense, and the party actually paying any  
25 such expense shall be reimbursed by the other party for his or her one-half (1/2) share of the same,  
26 in accordance with the 30/30 rules. In this regard, within thirty (30) days from the date either party  
27 actually incurs and pays for any such medical related expense for the minor children, such party  
28 shall provide the other party with the appropriate billing statement and written verification of such

1 expense, and such party also shall provide written verification of his or her actual payment of the  
2 same. Any such reimbursement required pursuant to the terms of this provision shall be paid within  
3 thirty (30) days of the party's receipt of the other party's written request for reimbursement which  
4 includes the above-mentioned written verification of such expense having been incurred by the  
5 other party, as provided above. IT IS HEREBY ORDERED that if a receipt or request for  
6 reimbursement is not tendered within thirty (30) days, the court may consider it a waiver of right  
7 to reimbursement. IT IS FURTHER ORDERED that if there is no dispute, or payment, of a  
8 reimbursement within the prescribed thirty (30) days, the obligated party may be subject to a  
9 finding of contempt and appropriate sanctions.

#### 10 **TAX EXEMPTIONS**

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Christie shall be entitled  
12 to claim Sarah as a dependent on her tax returns, and David shall be entitled to claim David Orion,  
13 as a dependent on his tax returns. When the eldest child reaches the age of majority, then the  
14 parties shall alternate claiming David until such time he reaches the age of majority. In the event  
15 the current custodial arrangement changes, the COURT retains jurisdiction to modify this  
16 provision, as appropriate, so that it properly reflects which party should receive the exemption,  
17 pursuant to I.R.S. Tax Code. COURT FINDS that if either party is unable to utilize the child on  
18 his/her tax return, the parties may STIPULATE to the transfer the right to claim the children in any  
19 given tax year; if the parties do so, the party transferring the right to claim said child shall sign the  
20 necessary forms required to transfer the dependency exemption, if required.

#### 21 **LEGAL AUTHORITY REGARDING DIVISION OF ASSETS**

22 THE COURT HEREBY FINDS that this Court considers the following statutory guidance  
23 in evaluating the parties' competing property claims. First, Chapter 123 of the Nevada Revised  
24 Statutes governs the property rights of a husband and wife. NRS 123.130 defines separate property  
25 of a wife and husband while NRS 123.220 defines community property. NRS 125.150 governs the  
26 adjudication of property rights, requiring an equal division, unless compelling circumstances exist  
27 which warrant a different division. THE COURT FINDS that each party alleged in his/her  
28 Complaints that there is community property, owned by the parties.

1  
2 **COMMUNITY PROPERTY AND SEPARATE PROPERTY**

3 THE COURT FINDS the parties have the following assets to be adjudicated by the Court:

4 **3485 W. Maule Ave., LV, NV (West Maule):**

5 COURT FINDS this property was purchased in July 2015 by David during the parties'  
6 domestic partnership. COURT FINDS that David argues that he signed a contract in March and  
7 thus the property was his sole and separate property; however, the closing date for the purchase was  
8 on July 28 2015. COURT FINDS that the date the property was acquired was during the domestic  
9 partnership and the presumption is that the property acquired during this period is community in  
10 nature. COURT FINDS that David argues several theories about the parties' intent, but provides  
11 no independent evidence of these theories that he was to maintain the property as his own, prior  
12 to the marriage, that the domestic partnership was not to have the legal effect that a partnership  
13 applies to property acquired during the same, etc. David's argument fails, as the property was  
14 purchased during the domestic partnership, the parties then married, and there is no legal writing  
15 or contract, pre-nuptial agreement or post-nuptial agreement indicating that this presumed  
16 community property was anything other than a community asset.

17 COURT FURTHER FINDS that the parties stipulated on March 2020 that David was to  
18 purchase Christie's interest in the property, and said purchase was to be based upon the stipulated  
19 value of \$500,000. COURT FINDS that Christie argued that the home was worth more than this  
20 amount at the time of trial, and that she should be bought out at the higher value, but this COURT  
21 FINDS that the stipulation is enforceable pursuant to EDCR 7.50, as consent was given by both  
22 parties in the minutes for this amount to be applied to the value of the property, when David is to  
23 purchase Christie's interest. There was no time frame or expiration date for the stipulated  
24 agreement. COURT FINDS that there was a delay in David's refinance of the home, due to  
25 Christie's failure to pay the mortgage, leaving David with a problem with his application.  
26 Throughout the proceedings, Christie failed to vacate the residence claiming she had no funds to  
27 relocate, despite evidence in the record demonstrating that she continued to gamble consistently;  
28 she claimed there were no movers, she claimed that she did not have to execute the quitclaim deed,

1 and intentionally delayed David from moving into the residence and refinancing the loan. COURT  
2 FINDS the property is a community asset, acquired during the parties domestic partnership.  
3 COURT ORDERS that the David shall be awarded the W. Maule home, and he shall owe Christie  
4 one-half of the net equity interest in the home, as of the date of this Decree of Divorce; David shall  
5 pay Christie said one-half after he deducts those amounts paid on her behalf for the mortgage and  
6 the van.

7 (\*COURT NOTES that David argued the property should have had a *Malmquist* calculation  
8 applied to the home, as he argues 1) that he "purchased" the property in March 2015 prior to the  
9 domestic partnership 2) that the home was intended to be his separate property until the parties  
10 married 3) that there would only be a small share of the home awarded to Christie based upon these  
11 arguments. COURT FURTHER FINDS that the Court was not provided a *Malmquist* calculation  
12 for the date of trial, and was only provided Exhibits attached to the Pre-Trial Memorandum with  
13 a summary of the calculation, and no underlying documentation to support the figures therein. A  
14 brief review of the same, show that the figures do not match the mortgage statements for opening  
15 loan amount or ending loan balance at time of trial.)

16 **7211 Birkland Court, LV, NV ("Birkland Court")**

17 COURT FINDS that David purchased a home during the marriage at Birkland Court.  
18 David testified that the funds came from a pre-marital retirement account, and this Court FINDS  
19 this representation credible, especially based upon the parties' conduct thereafter. COURT FINDS  
20 that David would own this home with his friend, Jonathon Morrell as his own separate investment.  
21 COURT FINDS that David testified that his partner refused to purchase the property with Christie,  
22 so he ensured that the entirety of the transaction did not include Christie. COURT FINDS that  
23 Christie contended that the reason for the purchase being in David's name was due to her bad  
24 credit. David contends that the home was purchased free and clear, and thus the argument that  
25 credit was an issue is NOT CREDIBLE. COURT FINDS that Christie executed the documentation  
26 for the home to be vested in the name of David, as his sole and separate property, and he and Mr.  
27 Morrell purchased the home on April 13, 2018. COURT FINDS that the property was purchased  
28 for the business purpose of rental through AirBnb and the property was transferred into an entity

1 called JD Investments, LLC, which was created during the marriage, but COURT FINDS that  
2 because the entity was created for the purpose of the partnership entered into by David and Mr.  
3 Morrell. COURT FINDS that Christie argues that because the entity was opened during the  
4 marriage, and the property already owned by David was transferred into the entity, that this  
5 transmutes the property BACK to being a community asset because the entity was formed during  
6 the community. COURT FINDS that this shift in the titling of the asset from David as an  
7 individual, as his sole and separate property to an entity where the ownership interest is held by  
8 David, does not change the character of the separate property, but merely a vehicle for the two  
9 owners of the property to take advantage of the protections afforded by the LLC; the entity would  
10 be utilized to manage the expenses, document their business arrangement and ownership  
11 percentages of the property, the agreement for distribution of profits related to their ownership, as  
12 well as being able to deduct the expenses and utilize the tax benefits associated with holding the  
13 property in an LLC. This is no different than transferring property to a family trust for estate  
14 planning purposes, and the property is identified by the trust as separate property asset. The  
15 character of the separate property asset does not change because a trustor takes advantage of the  
16 estate planning vehicle. Christie waived her rights and interest in the property. David held title as  
17 his sole and separate property and then later held his interest in the LLC, in which the property was  
18 the only asset. *Colman v. Collier* (In re Colman Revocable Living Trust), 136 Nev Adv Rep 13,  
19 460 P.3d 452 (2020), *Sprenger v. Sprenger*, 110 Nev. 855, 858, 878 P.2d 284, 286 (1994). If  
20 David shared with Christie the profits therefrom, then that was a gift to the community. Christie  
21 argued that the parties shared in the responsibility for the property, and that she participated heavily  
22 in the maintenance and booking of the property, thus it was and intended to be a community asset.  
23 COURT FINDS that there was no evidence that the community was owed money from improving  
24 the property or to maintain the property.

25 Christie testified that the parties devoted time, energy, community money, to maintain the  
26 property, but no independent evidence was presented about what amounts of community monies  
27 were allegedly expended that would demonstrate the community was owed or somehow there was  
28 a transmutation of the property, and therefore any claims of this nature are not credible and cannot

1 be sustained, and are hereby DENIED. In this regard, David is entitled to the proceeds from the  
2 sale of the residence.

3 **3740 Grandview Place, LV NV ("Grandview")**

4 COURT FINDS that another home was purchased during the marriage, in October 2017,  
5 at Grandview. COURT FINDS title is held by David as a married man, as his sole and separate  
6 property. COURT FINDS takes judicial notice of the fact that in Nevada, in order for a married  
7 man to obtain title in real property as his sole and separate property, the wife must sign a deed  
8 relinquishing all right, title and interest in the said property, as escrow will not close without her  
9 waiver of her community property interest. COURT FINDS that the title of the property for the  
10 Grandview residence was vested in David, a married man, as his sole and separate property. Any  
11 and all interest in the monies put into the home for down payment as of the date of the purchase  
12 would have been waived at the time of the transaction. COURT FINDS that there was testimony  
13 from David that the money utilized to purchase the residence were from separate property sources.  
14 COURT FINDS that while David was only able to trace some of the funds which were utilized to  
15 purchase the home, his testimony and the tracing of which only confirms that the intent was for the  
16 property to be David's separate property. COURT FINDS that there was no credible evidence of  
17 a credit problem or other reason as to why the home would be put into David's name solely, but  
18 still intended to be community property. COURT FINDS that there was no evidence presented at  
19 the time of trial that any additional community monies were used to satisfy the debt on the  
20 residence, that would have created a claim for community interest. Further, COURT FINDS that  
21 if the down payment were in excess of \$80,000 and the sales proceeds were less than the down  
22 payment in the amount of \$63,077.55, then the entirety of the proceeds from the Grandview  
23 residence should be awarded to David. IT IS SO ORDERED.

24 **Business Interests**

25 **ACTION RAD, ATOMIC RADIOLOGY, AND PCCG**

26 COURT FINDS that the parties testified there were three businesses which were owned and  
27 operated by the parties. COURT FINDS that Atomic Radiology contracted with physicians and  
28 medical imaging centers to provide imaging services. COURT FINDS that the two other

1 businesses were software vendors for the software utilized by clients of Atomic Radiology.  
2 COURT FINDS these three businesses were historically Christie's source of income and were  
3 profitable. COURT FINDS that unfortunately Christie threatened and it appears made good on the  
4 threat that she would ensure David did not receive anything from the businesses. COURT FINDS  
5 that during the pendency of the proceedings this Court had difficulty discerning what was Christie's  
6 actual income for purposes of child support, and at trial it was no different. COURT FINDS that  
7 the difficulty lies in the fact that the accounting for the businesses was not completed by Christie.  
8 There were accusations of theft of hard drives and deleting pertinent information. COURT  
9 FURTHER FINDS that Christie tended to utilize the business accounts as both business and  
10 personal, with transactions occurring between accounts, in casinos, ATM machines, to pay personal  
11 expenses, making it almost impossible for the Court to discern what is business income, what is  
12 personal income, what are business expenses versus personal expenses. COURT FINDS that the  
13 businesses are alter-egos for Christie, as she failed to maintain the separate nature of the entities  
14 from her personal transactions. COURT FURTHER FINDS that there were no business valuations  
15 presented for the Court to be able to determine a value of the businesses for purposes of dividing  
16 the assets or awarding Christie ownership and ascribing an amount for Christie to purchase the  
17 business interest from David. In this regard, the Court has no alternative but to award a 50%  
18 interest in the business interests to each party. COURT HEREBY ORDERS that the parties each  
19 shall be awarded the 50% interest in the entities created during the marriage. COURT FURTHER  
20 FINDS that there was some concern that Christie would commence a new business under a new  
21 name and attempt to transfer the business away from the current entities to a new entity. COURT  
22 CAUTIONS Christie that if this occurs, and it is brought to the Court's attention, the Court may  
23 deem such entity to be the same business and a fraudulent effort to divest David of his ownership  
24 interest in the same. COURT NOTES, should David choose not to be associated or retain his  
25 ownership interest, he has the right to relinquish the same in writing and divest himself of any  
26 interest in the businesses, but the Court cannot do so within the decree, as there is no other way to  
27 divide the assets presently held by the parties. If David retains his ownership interest, Christie has  
28 a fiduciary obligation to her partner and must conduct the businesses in this regard.

## MARITAL WASTE

COURT FINDS that David alleges there is marital waste in the amount of thousands of dollars in excess of \$100,000. COURT FINDS that David spent inordinate efforts to attempt to clarify this for the Court with the various spreadsheets and financial statements prepared with the information he obtained during discovery, but even then it was difficult to differentiate, as during testimony, it was clear that some of the statements lacked requisite information for the Court to reach a reasonable conclusion (i.e. there were statements presenting purported business profit, but lacked any information relating to business expenses). COURT has reviewed the records prepared by David, and takes into account that David is not a trained professional in this area, but has a mathematical background. COURT FINDS that while it appreciates the efforts expended by David in his preparation of financial statements with the assistance of his girlfriend who is in the accounting field, the Court cannot find that they are reliable for purposes of making a finding of marital waste. While the Court CAN make the finding that Christie functions in such a manner that causes this Court to question all of her financial dealings - unfortunately those financial dealings were not put to the test by an expert who could have evaluated the records. COURT FINDS that the information provided by David definitely convinced this Court that Christie had access to funds in excess of what she presented to the Court at the time of the interim hearings, but it is impossible for this Court to discern what Christie did with the money, what money was transferred between businesses, what paid for personal expenses, and what was utilized by Christie for this venture of advantage gambling, or just recreational gambling. COURT FINDS that Christie's credibility is questionable as it pertains to her representations, as the Court can plainly see that Christie continued to withdraw cash from the business; she did so in gaming establishments, and then expects the Court to believe she did so to pay business expenses. This Court rejects such a notion. HOWEVER, the Court cannot be tasked with performing its own accounting of those transactions within the financial statements, to make a determination as to which transactions were personal, business, gambling, without an expert forensic accounting of said transactions. COURT AGREES with the representations made by Christie's counsel that this Court is unable to make the finding, after a review of the documents admitted into evidence, to determine the actual amount of waste.

1 In this regard, while the Court believes there is likely wasteful spending and potential concealment  
2 of monies by Christie, the Court must DENY the claim for recovery of a sum certain of wasted  
3 funds. COURT FINDS however that the evidence supports the Orders that Christie be responsible  
4 for the expenses of the business, any tax ramifications associated with the business, as she has been  
5 the party solely operating the business, as well as the party who has sole access to the funds  
6 received by the business, which she used for her sole support and enjoyment, and did not utilize  
7 for purposes of paying community expenses, as ordered by the Court.

#### 8 VEHICLES

9 Each party shall hereby be awarded the vehicle in his/her possession.

#### 10 FINANCIAL ACCOUNTS

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Christie shall be awarded  
12 any and all financial accounts titled in her name solely (each party utilizes his/her own accounts  
13 to function and pay bills on a monthly basis based upon this Court's distribution of community  
14 income, so the value of these accounts vary from day to day).

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that David shall be awarded  
16 any and all financial accounts titled in his name, including, (each party utilizes his/her own accounts  
17 to function and pay bills on a monthly basis based upon this Court's distribution of community  
18 income, so the value of these accounts vary from day to day).

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that any and all retirement  
20 accounts shall be divided pursuant to the time rule, pursuant to *Gemma* and *Fondi*. COURT  
21 FINDS that it did not receive independent documentary evidence of the actual value of the  
22 retirement accounts which may be presently owned by the parties, but reference was made to the  
23 same, and thus, they acknowledge the accounts were in existence at the time of the trial. In this  
24 regard, the parties shall divide equally any and all retirement accounts COURT ORDERS that  
25 David's counsel prepare the requisite orders necessary to effectuate the division of said retirement  
26 account(s).

27 DENISE L. GENTILE  
DISTRICT JUDGE  
FAMILY DIVISION  
DEPT. 1

### FURNITURE AND FURNISHINGS

1 THE COURT HEREBY FINDS that neither party made any specific claims regarding the  
2 furniture and furnishings in either party's possession. COURT FINDS that certain property has  
3 already been divided by the parties, and there are certain furniture and furnishings remaining in the  
4 marital home. COURT FINDS that if the parties are unable to reach a resolution within 10 days  
5 of the date of this Decree of Divorce, then this Court hereby modifies its prior orders and orders  
6 David shall inventory all of the property owned by the parties (those in Christie's and David's  
7 possession), and prepare two lists A and B, with as equal a value as possible without having to have  
8 the properties valued. COURT ORDERS that David shall provide these two lists to his counsel  
9 within 30 days of the date of this Decree of Divorce, and Christie will be entitled to choose the list  
10 she desires to keep, and David will be left with the items on the remaining list. COURT ORDERS  
11 that Christie must make her selection within 7 days of receipt of the lists. Should she fail to make  
12 her selection in writing, then David will be entitled to choose the list he desires. COURT FINDS  
13 that the parties shall arrange with counsel the exchange of any items not already in his/her  
14 possession.

### REMAINING PERSONAL PROPERTY

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that each party shall be  
17 awarded their individual clothing, shoes, accessories, jewelry, personal memorabilia and related  
18 personal property, already in his/her possession, or which may remain in the possession of the  
19 other. David has raised his desire to have his personal possessions returned, many of which have  
20 been resolved. David claims there remain items in Christie's possession, which she disputes.  
21 Christie is ORDERED to return any and all personal items, memorabilia, jewelry and effects which  
22 are in her possession, when she locates them.

### DEBTS AND OBLIGATIONS

24 COURT FINDS the following debts are owed by the community:

### TAX LIABILITIES

26 THE COURT FURTHER FINDS that debts and obligations accumulated during a marriage  
27 are community in nature. *Wolff v. Wolff*, 112 Nev. 1355 (1996); *Fuller v. Fuller*, 106 Nev. 404  
28

1 (1990); NRS 125.150(1)(b). COURT received no independent evidence as to the extent of what  
2 is or potentially may be the parties' income tax debt and therefore this Court is unable to  
3 specifically identify the amount which may be owed by the parties and who should assume said  
4 obligations. COURT ORDERS that each shall be entitled to file his/her own tax returns for the tax  
5 year 2021. Any tax filings prior to that tax year, if not already filed, shall be filed in the manner  
6 in which the parties deem appropriate for themselves individually or jointly.

#### 7 CREDIT CARDS

8 COURT HEREBY ORDERS that each party shall assume, pay, indemnify and defend any  
9 and all debt currently owed, in his/her name solely, or incurred on his/her behalf.

#### 10 CHRISTIE'S FAILURE TO PAY THE W. MAULE MORTGAGE AND VAN PAYMENT

11 COURT FINDS that Christie unilaterally stopped paying her portion of the monthly  
12 expenses starting in late December 2019. Christie was ordered to pay the monthly mortgage on the  
13 W. Maule residence, as well as the monthly loan payments on the 2015 Chrysler Van.  
14 Commencing in December 2019, she alleged that she did not have the income to make the  
15 payments, and she could not afford to satisfy the obligations. David contested the same, and  
16 indicated that Christie continued to gamble at the same time she said she was broke.

17 COURT FINDS it did not have the requisite financial information to confirm or deny that  
18 Christie had the funds to pay the expenses, so David was required to withdraw the funds from trust,  
19 which held the proceeds from the sale of a residence, and David paid the same on behalf of  
20 Christie, which was to be offset from any monies she was to receive in the divorce. COURT  
21 FINDS that by the time the Pre-Trial Memorandum was filed the sum of \$15,992.80 was owed for  
22 the mortgage payments, and \$2,321.20 was owed on the van payments. COURT ORDERS that  
23 David is to be repaid said sums from Christie's portion of the community property, as Christie did  
24 not prove that she was unable to pay, and in fact, the evidence demonstrated that she deposited and  
25 withdrew significant funds from her business accounts, which could have been used to pay the  
26 mortgage and van payments, and Christie's explanation as to why she failed to do so, and alleged  
27 poverty was not credible. COURT FINDS that it is without the updated information as to the total  
28 amounts paid by David as of the date of this Decree, but David is entitled to be reimbursed all

1 payments made on behalf of Christie; upon proof of payment of the additional monies, the amount  
2 set forth herein, as well as the additional amounts paid by David since the filing of the Pre-Trial  
3 Memorandum, through the date of this Decree.

#### 4 ALIMONY

5 COURT FINDS that it must consider the following factors when making an alimony award  
6 as enumerated in NRS 125.150(9):

- 7 (a) The financial condition of each spouse;
- 8 (b) The nature and value of the respective property of each spouse;
- 9 (c) The contribution of each spouse to any property held by the spouses,  
10 pursuant to NRS 123.030;
- 11 (d) The duration of the marriage;
- 12 (e) The income, earning capacity, age and health of each spouse;
- 13 (f) The standard of living during the marriage;
- 14 (g) The career before the marriage of the spouse who would receive the  
alimony;
- 15 (h) The existence of specialized education or training or the level of marketable  
skills attained by each spouse during the marriage;
- 16 (i) The contribution of either spouse as homemaker;
- 17 (j) The award of property granted by the court in the divorce, other than child  
support and alimony, to the spouse who would receive the alimony;
- 18 (k) The physical and mental condition of each party as it relates to the financial  
condition, health, and ability to work, of that spouse.

19 COURT FINDS that neither party sought alimony from the other, and therefore this issue  
20 is foreclosed, and ORDERS there shall be no alimony award.

#### 21 ATTORNEY'S FEES

22 THE COURT HEREBY FINDS that attorney's fees in this matter are governed by NRS  
23 18.010, EDCR 7.60, and may make an award of fees pursuant to *Sargeant v. Sargeant*, 88 Nev.  
24 223, 495 P.2d 618 (1972), to ensure that each party meets his adversary on equal footing at trial.  
25 COURT FINDS that each party seeks attorney's fees from the Court. COURT FINDS that if either  
26 party seeks attorney's fees, such request is permitted pursuant to NRCP 54, upon Motion for post-  
27 judgment award of fees.

#### 28 MISCELLANEOUS

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that each party shall execute  
any and all legal documents, certificates of title, bills of sale, quitclaim deeds or other evidence of  
transfer necessary to effectuate this Decree within thirty (30) days of the entry of the Decree of  
Divorce, unless specified otherwise herein. Should either party fail to execute any of said

1 documents to transfer interest to the other, then the parties shall seek relief from this Court pursuant  
2 to NRCP 70, so that the Court may determine whether the Clerk of the Court shall sign the  
3 necessary documentation on behalf of the non-signing party; in doing so, the Court will empower  
4 the Clerk of the Court to sign, on behalf of the non-signing party, any of the said documents of  
5 transfer which have not been executed by the party otherwise responsible for such.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that if any claim, action or  
7 proceeding is brought seeking to hold the other party liable on account of any debt, obligation,  
8 liability, act or omission assumed by the other party, such party will, at his or her sole expense,  
9 defend the other against any such claim or demand and that he or she will indemnify, defend and  
10 hold harmless the other party.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that if any joint debt,  
12 obligation, liability, act or omission creating such liability has been omitted from this Decree and  
13 is subsequently discovered, either party may petition the Court for an allocation of that debt,  
14 obligation, liability, or liability arising from such act or omission, as permitted by statute.

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that except as specifically set  
16 forth herein, each party hereto is released and absolved from any and all obligations and liabilities  
17 for future acts and duties of the other, and except as specified herein, each of the parties hereby  
18 releases the other from any and all liabilities, debts, or obligations of every kind or character  
19 incurred up to this date.

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Christie has the right to  
21 exercise the option and may to return to her maiden name, to wit: CHRISTIE MARTIN, if she  
22 chooses.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall provide  
24 the information required by NRS 125.130, NRS 125.230, and NRS 125B.055 on a separate form  
25 to be submitted to the Court and the Welfare Division of the Department of Human Resources  
26 ("Welfare Division") within ten (10) days from the date of the entry of this Decree of Divorce. IT

27 IS FURTHER ORDERED that each party shall update such information submitted to this Court  
28 and the Welfare Division within ten (10) days should any of the information required to be

1 provided become inaccurate. IT IS FURTHER ORDERED that such information shall be  
2 maintained by the Clerk of this Court and the Welfare Division in a confidential manner, and the  
3 same shall not be part of the public records.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains  
5 jurisdiction of the parties and the subject matter hereof for the purpose of making such other and  
6 further orders as relates to the care, custody, support and maintenance of the minor children of the  
7 parties as the Court may deem proper from time to time hereafter during the minority of said  
8 children.

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that in the event either party  
10 believes this Court is in error, the parties should avail themselves of the remedies available,  
11 including but not limited to Post-trial Motions pursuant to NRCP 52(b), NRCP 59, and NRCP 60.

#### 12 STATUTORY NOTICES

13 THE PARTIES ARE HEREBY ON NOTICE that they may request a review of child  
14 support every three years pursuant to NRS 125B.145.

15 THE PARTIES ARE HEREBY ON NOTICE that the non-custodial parent may be subject  
16 to the withholding of wages and commissions for delinquent payments of support pursuant to NRS  
17 31A.010, et. seq. and NRS 125.450(2).

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Nevada, United States  
19 of America is the habitual residence of the parties' minor child.

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties and each of  
21 them shall be bound by the provisions of NRS125C.0045(6) which states in pertinent part:

22 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
23 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS  
24 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN  
25 NRS 193.130. NRS 200.359 provides that every person having a limited right of  
26 custody to a child or any parent having no right to custody to the child who willfully  
27 detains, conceals or removes the child from a parent, guardian or other person  
28 having lawful custody or a right of visitation of the child in violation of an order of  
this court, or removes the child from the jurisdiction of the court without the  
consent of either the court or all the 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.



1 IT IS FURTHER ORDERED that, pursuant to NRS 125C.0045(7), the terms of the Hague  
2 Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private  
3 International Law, apply if a parent abducts or wrongfully retains a child in a foreign country. IT  
4 IS FURTHER ORDERED that the minor children's habitual residence is located in the United  
5 States of America. NRS 125C.0045 (7) and (8) specifically provide as follows:

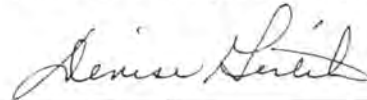
6 Section 7. In addition to the language required pursuant to subsection 6,  
7 all orders authorized by this section must specify that the terms of the Hague  
8 Convention of October 25, 1980, adopted by the 14th Session of the Hague  
9 Conference on Private International Law, apply if a parent abducts or wrongfully  
10 retains a child in a foreign country.

11 Section 8. If a parent of the child lives in a foreign country or has  
12 significant commitments in a foreign country:

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

17 (b) Upon motion of the parties, the Court may order the parent to post a bond  
18 if the Court determines that the parent poses an imminent risk of wrongfully  
19 removing or concealing the child outside the country of habitual residence. The  
20 bond must be in an amount determined by the Court and may be used only to pay  
21 for the cost of locating the child and returning him to his habitual residence if the  
22 child is wrongfully removed from or concealed outside the country of habitual  
23 residence. The fact that a parent has significant commitments in a foreign country  
24 does not create a presumption that the parent poses an imminent risk of wrongfully  
25 removing or concealing the child.

26 Dated this 15th day of February, 2021

27 

28 399 805 9C31 7AF6  
Denise L Gentile  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 David Patrick Stucke, Plaintiff

CASE NO: D-18-580621-D

7 vs.

DEPT. NO. Department M

8 Christie LeeAnn Stucke,  
9 Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Decree of Divorce was served via the court's electronic eFile system to  
all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/15/2021

15 Vincent Mayo

VMGroup@TheAbramsLawFirm.com

16 Christie Stucke

christiestucke@gmail.com

17 Fred Page

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18 Fred Page

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