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Elizabeth A. Brown  
Clerk of Supreme Court

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

|                       |   |                                       |
|-----------------------|---|---------------------------------------|
| YOAV EGOSI            | ) |                                       |
| Appellant,            | ) | <b>No.: 83454</b>                     |
| vs.                   | ) |                                       |
| PATRICIA EGOSI, N/K/A | ) | District Court Case No.: D-16-540174- |
| PATRICIA LEE WOODS,   | ) | D                                     |
| Respondent.           | ) |                                       |

**JOINT APPENDIX**

**VOLUME 1 OF 19**


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CLERK OF THE COURT

1 **COMD**  
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10 Attorney for Plaintiff  
11 Patricia Egosi

7 **IN THE EIGHTH JUDICIAL DISTRICT COURT**  
8 **FAMILY DIVISION**  
9 **CLARK COUNTY, NEVADA**

10 PATRICIA EGOSI, )  
11 ) Case Number: D- 16- 540174- D  
12 Plaintiff ) Dept. No: N  
13 vs. ) **COMPLAINT FOR DIVORCE**  
14 YOAV EGOSI, )  
15 Defendant )

16 COMES NOW Plaintiff, Patricia Egosi, by and through her attorney, Emily  
17 McFarling, Esq., and for cause of action, alleges as follows:

18 1. For more than six (6) weeks immediately preceding the commencement of  
19 this action, Defendant has been, and now is, a bona fide and actual resident and domiciliary  
20 of the State of Nevada and has been actually and corporeally present in the State of Nevada  
21 for more than six (6) weeks immediately prior to the commencement of this action, and has  
22 had and still has the intent to make said State of Nevada his home, residence and domicile  
23 for an indefinite period of time.

24 2. Plaintiff is a resident of the State of Nevada, but was temporarily absent from  
25 the State just prior to the commencement of this action.  
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1           3.     Plaintiff and Defendant were duly and legally married on or about the 28<sup>th</sup>  
2 day of September, 2008, and ever since said date have been and now are husband and wife.

3           4.     There is one minor child born the issue of this marriage, to wit: Benjamin  
4 Egosi, born January 14, 2014. To the best of Plaintiff's knowledge, she is not pregnant at  
5 this time. No children were adopted during this marriage.  
6

7           5.     The State of Nevada is the home state of the child.

8           6.     Plaintiff is fit and proper to be designated as primary physical custodian of  
9 the minor child.

10          7.     Plaintiff and Defendant are fit and proper persons to have joint legal custody  
11 of minor child as follows:

12          A.     Each parent will consult and cooperate with the other in substantial questions  
13 relating to religious upbringing, educational programs, significant changes in social  
14 environment, and healthcare of the minor child.  
15

16          B.     Each parent will have access to medical and school records pertaining to their child  
17 and be permitted to independently consult with any and all professionals involved with  
18 them.  
19

20          C.     All schools, healthcare providers, day care providers, and counselors will be selected  
21 by the parents jointly. In the event the parents cannot agree to the selection of a school, the  
22 child will be maintained in the present school pending mediation and/or further order of the  
23 court.

24          D.     Each parent will be able to obtain emergency healthcare for the children without the  
25 consent of the other parent. Each parent will notify the other parent as soon as reasonably  
26 possible as to any illness requiring medical attention or any emergency involving the child.  
27  
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1 E. Each parent will provide the other parent upon receipt, with any information  
2 concerning the well-being of the child, including, but not limited to, copies of report cards;  
3 school meeting notices; vacation schedules; class notices of activities involving the children  
4 samples of school work; order forms for school pictures; all communications from  
5 healthcare providers and the names, addresses, and telephone numbers of all schools,  
6 healthcare providers, regular daycare providers, and counselors.

8 F. Each parent will advise the other parent of school, athletic, religious, and social  
9 events in which the child participate, and each agrees to so notify the other parent within a  
10 reasonable time after first learning of the future occurrence of any event so as to allow the  
11 other parent to make arrangement to attend the event if he or she chooses to do so. Both  
12 parents may participate in all such activities with the children, including, but not limited to,  
13 such activities as open house, attendance at all school and religious activities and events,  
14 athletic events, school plays, graduation ceremonies, school carnivals, and any other events  
15 involving the child.

17 G. Each parent will provide the other parent with the address and telephone number at  
18 which the minor child resides, and to notify the other parent within ten (10) days prior to  
19 any change of address. Each parent will also provide the telephone number of such address  
20 change as soon as it is assigned.

22 H. Each parent will provide the other parent with a travel itinerary and, whenever  
23 reasonably possible, telephone number, at which the child can be reached whenever the  
24 child will be away from that parent's home for a period of one (1) night or more.

25 I. The parents will encourage liberal communication between the child and the other  
26 parent. Each parent will be entitled to reasonable telephone communication with the child;  
27  
28

1 and each parent agrees he or she will not unreasonably interfere with the child's right to  
2 privacy during such telephone conversations.

3 J. Neither parent will interfere with the right of the children to transport their clothing  
4 and personal belongings freely between the parents' respective homes.

5 K. The parents agree to communicate directly with each other regarding the needs and  
6 well-being of their child and each parent further agrees not to use the child to communicate  
7 with the other parent regarding parental issues. The parents agree to not verbally or  
8 physically abuse each other in the presence of the minor children.

9 L. Neither parent will disparage the other in the presence of the child, nor will either  
10 parent make any comment of any kind that would demean the other parent in the eyes of the  
11 child. Additionally, each parent agrees to instruct their respective family and friends to  
12 make no disparaging remarks regarding the other parent in the presence of the child. The  
13 parents will take all action necessary to prevent such disparaging remarks being made in the  
14 presence of the child and will report to each other in the event such disparaging remarks are  
15 made.

16 8. Defendant is able bodied and capable of paying child support for the minor  
17 child born as issue of this marriage, in an amount commensurate with NRS. 125B.070 and  
18 NRS. 125B.080, which sets forth that support for one minor child shall equal eighteen  
19 percent (18%) of the non-custodial parent's gross monthly income. Child support shall  
20 currently be set at Defendant paying Plaintiff 18% of his gross monthly income per month  
21 until the child reaches the age of 18 if the child is no longer in high school, otherwise, when  
22 the child reaches 19 years of age, marries or otherwise becomes emancipated.

1           9.     Plaintiff and Defendant shall provide medical, dental and vision insurance  
2 for said child until said child reaches the age of majority, marries, or becomes sooner self-  
3 supporting, with the premium split equally between the parties.

4           10.    The parties shall share equally all uninsured medical expenses of the minor  
5 child. Medical expenses shall include, but are not limited to, counseling, eye exams, eye  
6 glasses and medical treatment. Reimbursement shall be made pursuant to the 30/30 rule for  
7 expenses. The parent who paid for the expenses shall provide the other parent a copy of the  
8 receipt of payment within 30 days of payment. The other parent should reimburse one half  
9 of the expenses within 30 days.

11          11.    Plaintiff is entitled to claim said minor child on her income tax each year.

12          12.    Plaintiff is entitled to spousal support and alimony.

13          13.    Community property and debts exists and should be divided pursuant to law.

14          14.    Separate property and debts exist and should be confirmed pursuant to law.

15          15.    During the course of the marriage, Defendant's personal conduct has resulted  
16 in the waste, erosion, dissipation, depletion, loss, and/or destruction of marital assets.  
17 Among other relief, Plaintiff, in accordance with equity and justice, should be awarded a  
18 greater share of the marital estate based upon Defendant's conduct which has caused the  
19 waste of marital property and the loss of financial opportunities.

20          16.    Plaintiff and Defendant are fiduciaries in the management and control of  
21 community assets, and are fiduciaries as to each other's interests in the community estate.  
22 By Defendant's conduct and behavior, he has breached his community management and  
23 fiduciary duties, causing economic waste to the community estate. In accordance with  
24 equity and justice, Plaintiff should be awarded a greater share of the marital estate based  
25 upon Defendant's breach of his fiduciary duty.



1           17.     Both parties shall execute any and all escrow documents, transfers of title,  
2 and other instruments that may be required in order to effectuate transfer of any and all  
3 interests which either may have in and to the property of the other as specified herein, and  
4 do any other act or sign any other documents reasonably necessary and proper for the  
5 consummation, effectuation, or implementation of the Decree of Divorce and its intent and  
6 purposes. Should either party fail to execute any documents to transfer interest to the other,  
7 either party may request that this Court transfer such property directly, or have the Clerk of  
8 the Court sign in place of the other, consistent with NRCP 70.  
9

10           18.     Should any claim, action, or proceeding is brought seeking to hold the other  
11 party liable on account of any debt, obligation, liability, act, or omission assumed by that  
12 party, he or she will, at his or her sole expense, defend the other against any such claim or  
13 demand and that he or she will indemnify, defend, and hold harmless the other party.  
14

15           19.     Plaintiff will retain her married name as her legal name.

16           20.     Plaintiff is entitled to an award of attorney's fees and costs from Defendant.

17           21.     The parties hereto are incompatible in marriage.

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**WHEREFORE**, Plaintiff prays for Judgment as follows:

A. That the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be dissolved, set forever held for naught, and that the parties hereto, and each of them, be restored to their single, unmarried status.

B. Plaintiff's claims for relief be granted as requested herein.

C. The parties hereto are incompatible in marriage.

DATED this 26<sup>th</sup> day of September, 2016.

**McFARLING LAW GROUP**

By: /s/Emily McFarling  
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12 Facsimile: (702) 998-7460

13 *Attorneys for Defendant/Counterclaimant*

14 **DISTRICT COURT, FAMILY DIVISION**

15 **CLARK COUNTY, NEVADA**

16 **PATRICIA EGOSI,**

17 Plaintiff/Counterdefendant,

18 v.

19 **YOAV EGOSI,**

20 Defendant/Counterclaimant.

CASE NO.: D-16-540174-D

DEPT. NO.: Q/TPO

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

22 COMES NOW, Defendant/Counterclaimant, YOAV EGOSI, by and through his counsel of  
23 record, JASON NAIMI, ESQ., of STANDISH NAIMI LAW GROUP, and hereby submits his Answer  
24 and Counterclaim to Complaint For Divorce as follows:

25 1. Answering paragraphs 1, 2, 4, 5, 7, 9, 10, 14, and 21 of Plaintiff Complaint for Divorce,  
26 this answering Defendant admits each and every allegation contained therein.

27 2. Answering paragraphs 3, 6, 8, 11, 12, 13, 15, 16, 17, 18 and 20 of Plaintiff's Complaint  
28 for Divorce, this answering Defendant denies each and every allegation contained therein.

3. Answering paragraph 19 of Plaintiff's Complaint for Divorce, this answering  
Defendant states that he is without sufficient knowledge or information to form a belief as to the truth  
or falsity of the allegations contained therein and on that basis denies each and every allegation  
contained therein.

///

COUNTERCLAIM

Defendant/Counterclaimant, YOAV EGOSI (hereinafter, "Defendant"), as and for his Counterclaim for Divorce, alleges as follows:

1. That Defendant, for a period of more than six (6) weeks immediately preceding the commencement of this action, has been and now is an actual, bona fide and actual resident and domiciliary of the State of Nevada, County of Clark, and has been actually physically and corporeally present and domiciled in Nevada for more than six (6) weeks immediately prior to the commencement of this action, and has had and still has the intent to make the State of Nevada his home, residence and domicile for an indefinite period of time.

2. That Defendant and Plaintiff were duly and legally married on or about September 26, 2008 in Atlanta, Georgia, and have been and still are husband and wife.

3. That there is one (1) minor child the issue of this marriage, to-wit: Benjamin Egosi, born January 14, 2014. To the best of Defendant's knowledge, Plaintiff is not pregnant at this time. No children were adopted during this marriage by Plaintiff and/or Defendant.

4. The State of Nevada is the home state of the subject minor child.

5. Defendant and Plaintiff are fit and proper persons to be awarded joint legal custody of the minor child, with Defendant being awarded sole physical custody of the minor child, subject to Plaintiff submitting for a psychological evaluation and obtaining treatment for her mental health condition.

6. Plaintiff should pay child support to Defendant pursuant to NRS 125B.070 and 080.

7. The parties should both be responsible for maintaining health insurance for the benefit of the minor child herein, and equally share the cost for the monthly premium for coverage to provide for the benefit of the minor child until such time that the minor child reaches the age of eighteen (18) years of age if he is no longer in high school, otherwise, when the child reaches nineteen (19) years of age, marries or otherwise emancipates.

8. The parties should equally share all of the minor child's unreimbursed medical, dental, psychological, and vision expenses until such time that that the minor child reaches the age of eighteen

(18) years of age if he is no longer in high school, otherwise, when the child reaches nineteen (19) years of age, marries or otherwise emancipates.

9. Defendant and Plaintiff entered into a Prenuptial Agreement ("Agreement") prior to their marriage on August 13, 2008; that said Agreement complies fully with the requirements of NRS 123A and is a valid and enforceable Agreement in all respects. A copy of said Agreement is attached hereto as **Exhibit "A"**. The Court should confirm the terms of the parties' Agreement.

10. That, pursuant to the terms of the Agreement, there is no community property of the parties to be adjudicated by the Court.

11. That, pursuant to the terms of the Agreement, there are no community debts of the parties to be adjudicated by the Court.

12. That, pursuant to the terms of the Agreement, there is separate property of the Defendant to be confirmed to Defendant by the Court, including, but not limited to, those assets listed as *Schedule "A1"* to the Agreement.

13. That, pursuant to the terms of the Agreement, there is separate property of the Plaintiff to be confirmed to Plaintiff by the Court, the exact amounts and descriptions of which are unknown to Defendant at this time, and Defendant prays leave of Court to amend this Complaint to insert the same when they become known to him or at the time of trial in this matter.

14. That there are separate debts of Defendant relating to his separate property which should be allocated to him by the Court pursuant to the terms of the Agreement.

15. That there are separate debts of Plaintiff relating to her separate property which should be allocated to her by the Court pursuant to the terms of the Agreement.

16. That neither party should pay alimony or spousal support to the other party herein.

17. That, should any claim, action, or proceeding be brought seeking to hold the other party liable on account of any debt, obligation, liability, act, or omission assumed by that party, he or she



1 will, at his or her sole expense, defend the other against any such claim or demand and that he or she  
2 will indemnify, defend, and hold harmless the other party.

3 18. That Defendant has been required to retain the services of Standish Naimi Law Group  
4 to defend this action and should be awarded his reasonable costs, expenses and attorney's fees incurred  
5 herein.

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

11 WHEREFORE, Defendant prays for a Judgment as follows:

- 12 1. That Plaintiff takes nothing by reason of her Complaint on file herein;  
13 2. That the marriage existing between Defendant and Plaintiff be dissolved and that  
14 Defendant be granted an absolute Decree of Divorce and that each of the parties be restored to the  
15 status of a single, unmarried person;  
16 3. That the Court grant the relief requested in Defendant's Counterclaim; and  
17 4. For such other relief as the Court finds to be just and proper.

18 DATED this 19 day of October, 2016.

19 STANDISH NAIMI LAW GROUP

20  
21 By: 

22 JASON NAIMI, ESQ.  
23 Nevada Bar No. 9441  
24 Francesca M. Resch, Esq.  
25 Nevada Bar No. 13011  
26 1635 Village Center Circle, Suite 180  
27 Las Vegas, NV 89134  
28 *Attorneys for Defendant/Counterclaimant*

VERIFICATION

STATE OF NEVADA )

COUNTY OF CLARK )

ss:

YOAV EGOSI, under penalties of perjury, being first duly sworn, deposes and says:

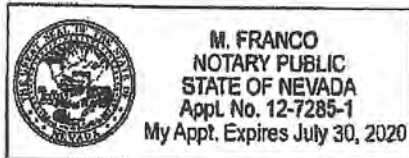
That he is the Defendant in the above-entitled action; that he has read the foregoing Answer and Counterclaim and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

DATED this 17 day of October, 2016.

  
YOAV EGOSI

SUBSCRIBED and SWORN to before  
me, YOAV EGOSI, this 17 day of  
October, 2016.

  
NOTARY PUBLIC





**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of STANDISH NAIMI LAW GROUP, and that on October 19, 2016, I caused the document entitled *ANSWER AND COUNTERCLAIM FOR DIVORCE* to be served as follows:

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

☐ pursuant to EDCR 8.05(a) and NRCP 5b)(2)(D), because the individual listed is not registered with the Court's mandatory e-service system, by depositing a copy of the same in the United States Mail in Las Vegas, Nevada, postage prepaid; and/or

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class mail postage was prepaid in Las Vegas, Nevada; and/or

☐ via electronic mail.

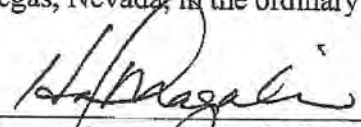
To the individual listed below at the address, email address, and/or facsimile number indicated below:

Emily McFarling, Esq.  
McFarling Law Group  
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Las Vegas, Nevada 89146  
eservice@mcfarlinglaw.com

*Attorneys for Plaintiff*

and placing the same in the mail bin at the firm's office services.

I am readily familiar with the firm's practice of collection and processing mail. Under that practice it is deposited with the U. S. Postal Service on the same day it is placed in the mail bin, with postage thereon fully prepaid at Las Vegas, Nevada, in the ordinary course of business.

  
An employee of Standish Naimi Law Group