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Attorney for Appellant

Electronically Filed
Jan 27 2022 08:33 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

JOINT APPENDIX

VOLUME 2 OF 19

INDEX TO JOINT APPENDIX

Filing date	Document	Volume	Page
9/26/2016	Complaint for Divorce	1	1-8
10/19/2016	Answer and Counterclaim to Complaint for Divorce	1-2	9-28
10/19/2016	Prenuptial Agreement (exhibit to Answer and Counterclaim to Complaint for Divorce)	2	15-28
10/28/2016	Reply to Counterclaim for Divorce	3	31
1/18/2017	Stipulation and Order for Referral Order for Outsourced Evaluation Services	3	35
7/14/2017	Transcript of June 13, 2017 Evidentiary Hearing re Prenuptial Agreement	3	38
7/14/2017	Transcript of June 14, 2017 Evidentiary Hearing re Prenuptial Agreement	4-5	217-428
9/20/2017	Order re Child Custody	6	429-430
11/3/2017	Clarifying Order re Prenuptial Agreement	6	431-432
11/22/2017	Motion to Clarify or Correct Order of 11/3/2017	6	433-439
12/18/2017	Opposition to Motion to Clarify of Correct Order of 11/3/2017	6	440-454
1/5/2018	Order re Motion to Clarify or Correct Order of 11/3/2017	6	455-456
9/4/2018	Findings of Fact, Conclusions of Law and Orders following June 13-14 Evidentiary Hearing re Prenuptial Agreement	6-7	457-467
9/10/2018	Notice of Appeal to Nevada Supreme Court	7	468-471
3/26/2018	Motion to Reconsider June 14, 2017 decision re Prenuptial Agreement	7-11	474-508
9/18/2018	Motion to Certify Order as Final and Stay Proceedings Pending Appeal	12	520-535
10/5/2018	Opposition to Motion to Certify Order as Final and Stay Proceedings Pending Appeal	13-14	536-545
10/15/2018	Order re Motion to Certify Order as Final and Stay Proceedings Pending Appeal	14	546-548
7/29/2020	Nevada Supreme Court Judgment and Order	14	549-554

5/14/2021	List of Witnesses	14	555-57
7/22/2021	Closing Brief of Patricia Egosi	14	558-562
7/23/2021	Closing Brief of Yoav Egosi	14	563-572
7/26/2021	Findings of Fact, Conclusions of Law and Decree of Divorce	14-15	573-649
8/24/2021	Notice of Appeal	15	650

INDEX TO JOINT APPENDIX REQUESTED SEALED

Filing date	Document	Volume	Page
5/9/2017	John Paglini Report	16	651-715
12/1/2021	Transcript of Evidentiary Hearing April 13, 2021	17	716-875
12/1/2021	Transcript of Evidentiary Hearing April 14, 2021	17-18	876-1013
12/1/2021	Transcript of Evidentiary Hearing May 20, 2021	19	1014-1251

THIS AGREEMENT MADE IN TRIPLICATE THIS 13th day of August, 2008

BETWEEN:

YOAV EGOSI

of the City of Atlanta
in the State of Georgia

- AND -

PATRICIA ELIS GOMES COSTA

of the City of Atlanta
in the State of Georgia

PRENUPTIAL AGREEMENT

BACKGROUND

1. This Prenuptial Agreement is made between **YOAV EGOSI** (hereinafter called "Joe") and **PATRICIA ELIS GOMES COSTA** (hereinafter called "Patricia") who are contemplating marriage each to the other;
2. The parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of Georgia, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Georgia;
3. The parties wish to enter into this agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them;
4. The parties further wish to affix their respective rights and liabilities that may result from this relationship;
5. The parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them;
6. Each party acknowledges and agrees that they have had an opportunity before signing to consult with independent legal counsel in their jurisdiction and of their choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel;
7. The parties have exchanged financial statements providing full and complete disclosure of substantially all of the assets and liabilities property now owned or owing by each of them and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided;

8. The parties acknowledge that they have been provided with a reasonable period of time to review this Agreement and obtain legal advice before signing;
9. Each party agrees and affirms the following:
 - a. THAT the parties did execute the Agreement voluntarily;
 - b. THAT this Agreement was not unconscionable when it was executed;
 - c. THAT both parties were provided prior to execution of the Agreement a fair and reasonable disclosure of the property or financial obligations of the other party; and
 - d. THAT he or she did have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other party.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

PROPERTY

1. Except as otherwise provided in this Agreement, such property as is listed in **Schedule "A1"** attached hereto will be and remains the property of the owner described in the said schedule and the other party will have no right to or interest in such present property.
2. The parties hereby acknowledge that with respect to any determination of ownership of property that may occur in the event of the parties separating, or upon the death of a party, all property will be treated as separate property owned solely by one party unless there is proof of shared legal ownership.
3. Unless a particular piece of property is explicitly documented as being owned by both parties, the following types of property will not be deemed as shared property:
 - a. any property owned by a party at the date of execution of this Agreement;
 - b. any property owned by a party after the date of execution of this Agreement;
 - c. any property acquired in exchange for present property, or from the proceeds of a sale of present property, whether direct or indirect, of a disposition of present property;
 - d. any income or proceeds derived from property owned by a party before or after the execution of this Agreement;
 - e. any property acquired by either party with income received during their marriage from property owned by a party before or after the execution of this Agreement;
 - f. any increase in value during the period of marriage of any property owned by a party before or after the execution of this Agreement;
 - g. any property acquired by a party by gift from the other party;
 - h. any property acquired by a party by gift from a third party;
 - i. any property acquired by a party through an inheritance;

- j. any winnings from any sport, game or lottery;
 - k. any award or settlement acquired from a lawsuit;
 - l. any proceeds from an insurance policy;
 - m. any earnings, salary or wage, acquired before or after the execution of this Agreement; and
 - n. any savings acquired before or after the execution of this Agreement.
4. The shared property owned by both parties at the execution of this Agreement, however and whenever acquired, will be owned and managed by both parties at all times and will remain the property of both parties after the execution of this Agreement.
 5. In the event of the parties separating, or upon the death of a party, any jointly-acquired or jointly-held property will be deemed to be owned in accordance with the proportion of each party's investment, unless the parties otherwise agree in writing.
 6. Nothing in this agreement will prevent or invalidate any gift, or transfer for value, from one party to the other of present or future property provided such gift or transfer is evidenced in writing signed by both parties.
 7. Unless a party can reasonably show that he or she solely owns a piece of property, where either party commingles jointly owned property with separate property, any commingled property shall be presumed to be jointly-owned property of the parties.

DEBTS

8. Except as otherwise provided in this Agreement, such debts as are listed in **Schedule "A1"** and **"A2"** attached hereto will be and remain the debts of the party described in the said schedule and the other party will have no financial obligations with respect to paying back the debts.
9. The parties hereby acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the parties separating, all debts will be treated as separate debts owed solely by one party unless there is proof of joint financial obligations.
10. Unless a particular debt is documented as being owed by both parties, the following types of debts will not be deemed as shared debts:
 - a. any debts already owing by one party at the date of execution of this Agreement; and
 - b. any debts incurred by one party during the marriage.
11. The shared debts owed by both parties at the execution of this Agreement, however and whenever acquired, will be owed by both parties at all times and will remain the debts of both parties after the execution of this Agreement.
12. In the event of a separation, the parties will be financially responsible for any jointly-acquired or jointly-held debts in accordance with the initial or ongoing proportion of each party's borrowed amount, unless the parties otherwise agree in writing.

SUPPORT

13. The parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
14. It is the intention of the parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.
15. The parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either party the right to seek support under any legislation, Federal or State. It is understood by each party that this Agreement represents a final disposition of all maintenance and support issues between them.

ESTATES AND TESTAMENTARY DISPOSITION

16. Except as provided herein, the parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
17. Nothing in this agreement will invalidate or prevent either party from naming the other as a beneficiary by will or other testamentary disposition.
18. The parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving spouse in the property, assets, or estate of the other.

SEVERABILITY

19. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

20. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

21. This Agreement creates a fiduciary relationship between the parties in which each party agrees to

act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

22. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

23. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

24. This Agreement will be binding upon and will enure to the benefit of the parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

25. The laws of the State of Georgia will govern the interpretation of this agreement, and the status, ownership, and division of property between the parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT

26. This Agreement may only be terminated or amended by the parties in writing signed by both of them.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the day and year first written above.

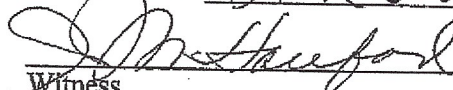
SIGNED, SEALED AND DELIVERED

In the presence of:



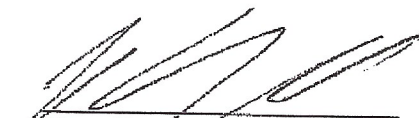
Witness


Printed Name: Diane Gordon



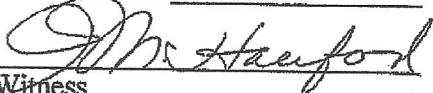
Witness

Printed Name: ANA M. HANFORD

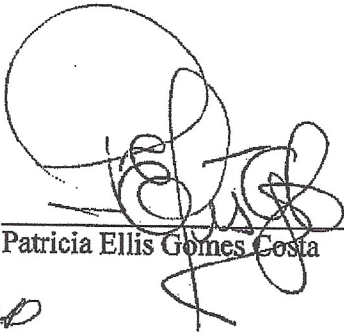

Yoav Egosi



Witness
Printed Name: Diane Gordon



Witness
Printed Name: ANA M. HANFORD



Patricia Ellis Gomes Costa

SCHEDULE "A1"

Separate Property of Yoav Egosi:

1. Condo at 2881 Peachtree Rd Unit 1101 Atlanta, GA 30305
2. 2005 Mercedes SL55 AMG
3. 100% shares of Hawk Communications LLC dba JoiPhone
4. 100% shares of Hawk VoIP LLC

Separate Debts of Yoav Egosi:

1. Mortgage \$500,0000.00
2. Revolving credit \$130,000.00

AFFIDAVIT OF EXECUTION

USA
STATE OF FLORIDA
TO WIT:

I, ANA M. HANFORD,
of the City of FORT LAUDERDALE
in the State of Florida,

MAKE OATH AND SAY:

1. **THAT** I was personally present and did see Yoav Egosi, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at the City of Ft. Lauderdale, in the State of Florida, and that I am the subscribing witness thereto.
3. **THAT** I know the said Yoav Egosi, and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of
Ft. Lauderdale, in the State of Florida
this 13th day of August, 2008.

WITNESS

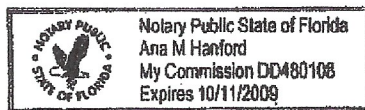
Print Name: Diane Gordon

ANA M. HANFORD
NOTARY PUBLIC

Print Name: ANA M. HANFORD

My Commission Expires:

10-11-2009



AFFIDAVIT OF EXECUTION

USA
STATE OF FLORIDA
TO WIT:

I, ANA M. HANFORD
of the City of FORT LAUDERDALE
in the State of Florida,

MAKE OATH AND SAY:

1. **THAT** I was personally present and did see Patricia Elis Gomes Costa, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at the City of Fort Lauderdale, in the State of Florida, and that I am the subscribing witness thereto.
3. **THAT** I know the said Patricia Elis Gomes Costa, and she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of
Fort Lauderdale, in the State of Florida
this 13th day of August, 2008.

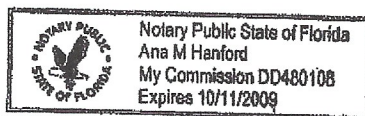
WITNESS

Print Name: Diane Geden

ANA M. HANFORD
NOTARY PUBLIC

Print Name: ANA M. HANFORD

My Commission Expires:



AFFIDAVIT OF EXECUTION

USA
STATE OF FLORIDA
TO WIT:

I, ANA M. HANFORD
of the City of FORT LAUDERDALE
in the State of Florida,

MAKE OATH AND SAY:

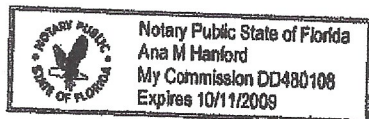
1. **THAT** I was personally present and did see Yoav Egosi, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at the City of Fort Lauderdale in the State of Florida, and that I am the subscribing witness thereto.
3. **THAT** I know the said Yoav Egosi, and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of
Fort Lauderdale, in the State of Florida
this 3rd day of August, 2008.

[Signature]
WITNESS
Print Name: Diane Gordon

[Signature]
NOTARY PUBLIC
Print Name: ANA M. HANFORD

My Commission Expires:
10-11-2009



AFFIDAVIT OF EXECUTION


USA
STATE OF FLORIDA
TO WIT:

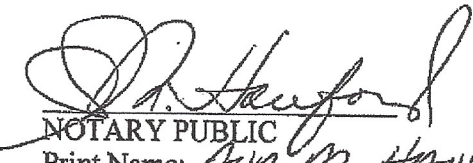
I, ANA M. HANFORD,
of the City of FORT LAUDERDALE
in the State of Florida,

MAKE OATH AND SAY:

1. **THAT** I was personally present and did see Patricia Elis Gomes Costa, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at the City of FORT LAUDERDALE in the State of Florida, and that I am the subscribing witness thereto.
3. **THAT** I know the said Patricia Elis Gomes Costa, and she is in my belief of the full age of eighteen (18) years.

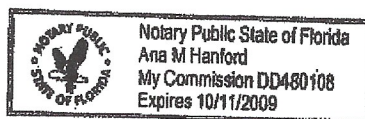
SWORN BEFORE ME at the City of
FORT LAUDERDALE, in the State of Florida
this 13th day of August, 2008.


WITNESS
Print Name: Dinford


NOTARY PUBLIC
Print Name: ANA M. HANFORD

My Commission Expires:

10-11-2009

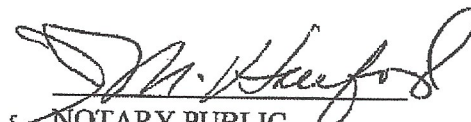


CERTIFICATE OF ACKNOWLEDGMENT

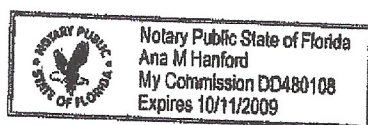
STATE OF FLORIDA
COUNTY OF Broward

1. This document was acknowledged under oath to my satisfaction by Yoav Egosi apart from Patricia Elis Gomes Costa.
2. Yoav Egosi acknowledged to me:
 - a. THAT he is aware of the agreement and understands the provisions of the same.
 - b. THAT he is aware of the possible claims to property that he may have under the existing State legislation and that he intends to give up these claims to the extent necessary to give effect to the agreement.
 - c. THAT he is executing this document freely and voluntarily without any compulsion on the part of Patricia Elis Gomes Costa.

DATED at the City of Ft Lauderdale, in the State of Florida, this 13th day of August, 2008.


NOTARY PUBLIC
Print Name: ANA M. HANFORD

My Commission Expires:
10-11-2009




CERTIFICATE OF ACKNOWLEDGMENT

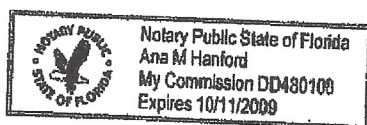
STATE OF FLORIDA
COUNTY OF BROWARD

1. This document was acknowledged under oath to my satisfaction by Patricia Ellis Gomes Costa apart from Yoav Egosi.
2. Patricia Ellis Gomes Costa acknowledged to me:
 - a. **THAT** she is aware of the agreement and understands the provisions of the same.
 - b. **THAT** she is aware of the possible claims to property that she may have under the existing State legislation and that she intends to give up these claims to the extent necessary to give effect to the agreement.
 - c. **THAT** she is executing this document freely and voluntarily without any compulsion on the part of Yoav Egosi.

DATED at the City of Fort Lauderdale, in the State of Florida, this 13th day of August, 2008.


NOTARY PUBLIC
Print Name: ANA M. HANFORD

My Commission Expires:
10-11-2009



Special Notes on Prenuptial Agreements governed by the State of Georgia

At this time there are relatively few formal requirements for prenuptial agreements drafted in the State of Georgia, as compared to other jurisdictions.

However, legislation in the State of Georgia does require that the parties sign any prenuptial agreement in the presence of two subscribing witnesses. In addition, the agreement must be recorded in the office of the clerk of the superior court of the county of the parties' residence within three months after the execution.

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CLERK OF THE COURT

1 **ACSR**
Emily McFarling, Esq.
2 Nevada Bar Number 8567
MCFARLING LAW GROUP
3 6230 W. Desert Inn Rd.
Las Vegas, NV 89146
4 (702) 565-4335 phone
(702) 732-9385 fax
5 eservice@mcfarlinglaw.com
Attorney for Plaintiff
6 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
	Plaintiff)	Dept. No: N
12	vs.)	ACCEPTANCE OF SERVICE
13	YOAV EGOSI,)	
14)	
	Defendant)	
15)	

16 COMES NOW Defendant, by and through his attorney of record, Arezou Piroozi,
17 Esq., and hereby accepts service of:
18 1) Summons;
19 2) Joint Preliminary Injunction;
20 3) Complaint for Divorce;
21 4) Financial Disclosure Form;
22 5) Plaintiff's Notice of Motion and Motion for Joint Legal Custody, Primary
23 Physical Custody, Child Support, Spousal Support, Injunction Against
24 Defendant from Opening Credit Account in Plaintiff's Name, and Attorney's
25 Fees and Costs.

26 ///
27 ///
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6230 W. Desert Inn Rd., Las Vegas, NV 89146
Phone: (702) 565-4335 Fax: (702) 732-9385
eservice@mcfarlinglaw.com

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- 6) Errata to Plaintiff's Notice of Motion and Motion for Joint Legal Custody, Primary Physical Custody, Child Support, Spousal Support, Injunction Against Defendant from Opening Credit Account in Plaintiff's Name, and Attorney's Fees and Costs.
 - 7) Second Application for an Order Shortening Time.
 - 8) Order Shortening Time.

8 DATED this 4th day of October, 2016.

10 By: Arezou Pirooz
11 Arezou Pirooz, Esq.
12 521 S. 6th Street
13 Las Vegas NV 89101
14 Attorney for Defendant
15 Yoav Egosi
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