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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 15 OF 19

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1 2016 Hearing Video at 8:46. At the hearing, Plaintiff's counsel reported that Plaintiff
2 was involved in an outpatient drug rehabilitation program. Meanwhile, Defendant had
3 failed to submit to the court-ordered drug screen. Therefore, the Court "presumed"
4 that Defendant was "dirty" for drug use. This Court also noted that the supervisor
5 (*selected by Plaintiff*) had subsequently applied for a protective order against Plaintiff.
6 "Short of me contacting from the bench CPS and asking CPS to intervene and remove
7 this child from both parties, because I have a presumed drug abuser and someone who
8 has some issues that cause concern regarding mental stability, I don't have a solution."
9 *Id.* at 8:47. The Court also learned that Defendant had withheld the child for
10 Plaintiff's court-ordered supervised visitation. Defendant volunteered to submit to
11 (and had initiated) a sweat-patch drug monitoring program. The Court implored
12 counsel for both parties to discuss solutions for the benefit of the minor child.
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17 At the March 6, 2017 Return Hearing,¹¹ the Court noted at the outset that the
18 Court had not received the outsourced evaluation report from Dr. Paglini (the jointly
19 selected outsourced evaluator), and that more time was needed. The Return Hearing
20 was continued to May 2017. The Court also entertained discussion regarding the
21 parties' Prenuptial Agreement. The Court noted concerns on the face of the Prenuptial
22 Agreement and the offers of proof related thereto regarding its validity. Defendant
23 reported that his sweat-patch drug monitoring had been "clean" of any drugs. Plaintiff
24 reported that she had pursued and completed a "protective order" evaluation from Dr.
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28 ¹¹The hearing was 39:34 in duration. Emily McFarling, Esq., appeared on behalf of
Plaintiff and James Jimmerson, Esq., appeared on behalf of Defendant.

1 Kathleen Bergquist which purported to show that supervision of Plaintiff's visitation
2 was unnecessary.¹² The Court also learned of an incident regarding the supervision of
3 Plaintiff's visitation the evening prior to the hearing. In this regard, the supervisor
4 (Defendant's father) was arrested for alleged domestic violence against Plaintiff. The
5 requirement of supervision remained in place pending the Court's review of Dr.
6 Bergquist's report. Plaintiff also reported that her supervised visits were almost entirely
7 recorded. Finally, the Court scheduled an evidentiary hearing regarding the validity of
8 the Prenuptial Agreement for June 13 and 14, 2017.
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11 At the May 17, 2017 hearing,¹³ the Court referenced having received the
12 outsourced custody evaluation conducted by Dr. John Paglini. The Court observed:
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14 The report itself without the exhibits is over 60 pages in length. There
15 are reservations that he has. And the sense I get is it's almost as it relates
16 to Ben's custody, he's looking at the lesser of two evils in some respects.
17 With some of the conduct that's been described, I almost look at counsel
18 and say 'do you want to take a little boy home with you?' . . . Although,
19 obviously, I understand I can't do that. But I tell you, it's sad, it's tragic
20 what I read."

21 May 17, 2017 Hearing Video at 9:38.

22 Notwithstanding his reservations about both parties, Dr. Paglini issued
23 recommendations. As a matter of discovery, the Court approved each party's request
24 that the other party participate in sweat-patch drug monitoring. The Court also
25 directed the parties to participate in the UNLV Cooperative Parenting course. Lengthy
26

27 ¹²Dr. Bergquist later recommended that Plaintiff's visitation continue to be supervised.

28 ¹³The hearing was 1:19:31 in duration. Emily McFarling, Esq., appeared on behalf of
Plaintiff and James Jimmerson, Esq., appeared on behalf of Defendant.

1 discussion ensued about using the dates previously set aside for adjudicating the
2 validity of the Prenuptial Agreement (June 14 and 14, 2017) to resolve child custody
3 (the parties previously having expressed their stipulated desire to have the evidentiary hearing
4 regarding the Prenuptial Agreement held first). The Court reiterated concerns about the
5 validity of the Prenuptial Agreement based on the offers of proof regarding the same.
6 The Court ultimately scheduled the evidentiary hearing on child custody for July 28,
7 2017. In light of the concerns identified regarding the Prenuptial Agreement, the
8 Court ordered that Defendant pay to Plaintiff \$15,000 for attorney's fees by June 2,
9 2017 to allow Plaintiff to prepare for the evidentiary hearing related thereto.¹⁴
10 (Defendant was afforded the option of not paying the \$15,000 award in attorney's fees
11 should he determine not to proceed with pursuing enforcement of the Prenuptial
12 Agreement.) Plaintiff also argued that Defendant was thwarting her efforts to obtain
13 information regarding Plaintiff's business and to value his business.
14

15 3. *Prenuptial Agreement*

16 The evidentiary hearing regarding the Prenuptial Agreement was conducted on
17 June 13 and 14, 2017. The witnesses included Plaintiff, Defendant, Nicole Rawley,
18 David Plotkin and Shiel Edlin, Esq. At the conclusion of the evidentiary hearing, the
19 Court orally issued its decision, and directed Defendant's counsel to prepare the
20 findings, conclusions and orders in conformance therewith. After having failed for
21

22 ¹⁴Mr. Jimmerson reported that Defendant had paid a total of \$68,000 in fees at that
23 time to four different attorneys. In contrast, Plaintiff claimed to have paid a total of \$52,000
24 in fees.
25

1 more than one year to adequately prepare and submit such findings, conclusions and
2
3 orders, the Court issued the Findings of Fact, Conclusions of Law and Orders (Sep. 4,
4 2018). In relevant part, this Court found and ordered as follows:

5 1. The choice of law provision of the prenuptial agreement
6 provides that Georgia law governs the enforcement of the prenuptial
7 agreement. Based on the application of Georgia law, Plaintiff failed to
8 demonstrate that the prenuptial agreement was the result of fraud,
duress, mistake, misrepresentation, or non-disclosure of material facts.

9 2. Under Georgia law, the review of antenuptial or prenuptial
10 agreements is a matter of case law. In this regard, it is not a matter of
11 statutory interpretation. To assist the Court, *Defendant offered the testimony*
12 *of Shiel Edlin, Esq.*, an attorney licensed in the State of Georgia, regarding
13 the application of Georgia law. Mr. Edlin's testimony provided assistance
to the Court in confirming this Court's understanding of Georgia law (as
previously briefed by the parties).

14 * * * *

15
16 The three criteria included: (1) Whether the agreement was procured by
17 fraud, duress or mistake, or through misrepresentation or nondisclosure
18 of material facts; (2) whether the agreement is unconscionable; and (3)
whether facts and circumstances changed since the agreement was
executed, so as to make its enforcement unfair and unreasonable.

19 * * * *

20
21 This Court's primary concern relates to the potential non-disclosure of
22 material facts. In this regard, the disclosure of assets was limited and the
23 timing thereof took place on the date of execution of the agreement.
24 Although Plaintiff had participated in the drafting of the agreement, the
25 disclosure of assets by Defendant was made after this participation. As
a matter of equity, this creates a basis under Georgia law to limit the
application of the agreement to only those assets specifically disclosed.

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1 Although there does not appear to be a specific disclosure requirement
2 under Georgia law (such a disclosure is “preferable”), this is an equitable
3 factor that should limit the application of the prenuptial agreement to
4 those specific assets that were disclosed.¹⁵ *With the foregoing limitations,*
5 Defendant satisfied his burden to demonstrate that there was sufficient
disclosure of material facts.

6 * * * *

7 6. The final prong of the analysis, *supra*, is the burden of proof
8 to demonstrate that taking into account all relevant facts and
9 circumstances, including changes beyond the parties’ contemplation when
10 the agreement was executed and enforcement of the antenuptial
11 agreement would be neither unfair nor unreasonable. Pursuant to
12 *Alexander*, *supra*, and the corroborating testimony of Mr. Edlin, this final
13 factor allows the court some discretion. In this regard, the Court has
14 discretion to approve the agreement in whole, in part, or refuse to
15 approve it as a whole. Defendant has satisfied this burden to the extent
16 that the provisions of the agreement are limited to the preservation as
separate property those assets that were specifically disclosed. Additional
equitable factors include Defendant’s superior financial position at the
time of the marriage as well as the fact that, although Plaintiff sufficiently
understood the agreement, Defendant had a superior grasp of the terms
and language of the prenuptial agreement.

17 Findings of Fact, Conclusions of Law and Orders (Sep. 4, 2018) 6-9 (emphasis
18 supplied).

19 But for the ability to apply equity and narrowly tailor the construction of the
20 Prenuptial Agreement in accordance with Georgia law (as offered by *Defendant’s* expert
21 legal witness), the Court would not have found the Prenuptial Agreement to be valid.
22 In this regard, without such limitations, the terms of the Prenuptial Agreement would
23 have been deemed unconscionable and its enforcement unfair and unreasonable.
24
25

26 ¹⁵Defendant argued that his limited and late disclosure of assets should be disregarded
27 because Plaintiff made it clear that she would have signed the agreement without any
28 disclosure. After all, she was in love with Defendant and desired to marry him and “prove” her
love for him. As a matter of equity, this Court is not persuaded that Defendant’s limited and
late disclosure should be completely disregarded.

1
2 4. *Custody*

3 The parties next appeared before this Court on July 26, 2017.¹⁶ In this regard,
4 Plaintiff filed a Motion to Continue Trial, to Admit the Previous Trial Testimony of
5 Nicole Rawley, and Admit the Reports of Dr. Bergquist (Jul. 12, 2017). Plaintiff
6 requested that the Court expedite the hearing on the motion to continue. On July 17,
7 2017, the Court approved and signed Plaintiff's request for an Order Shortening Time.
8 Defendant also filed his Notice of Non-Opposition to Plaintiff's Motion to Continue
9 Trial (Jul. 8, 2017). Defendant subsequently filed a Motion in Limine and Defendant's
10 Stipulation to Admit the Updated Report of Plaintiff's Expert, Kathleen L. Bergquist,
11 Motion to Admit the Custody Evaluation Report of John Paglini, to Exclude Certain
12 Lay Witnesses, for Attorney's Fees and Costs and Other Related Relief (Jul. 19, 2017).
13 Thereafter this Court issued a separate Order Shortening Time (Jul. 24, 2017), which
14 provided, in pertinent part, as follows:
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18 After spending valuable time in reviewing and considering Plaintiff's
19 papers, this Court granted Plaintiff's request for an Order Shortening
20 Time and scheduled the hearing for July 26, 2017. After rushing to
21 Court proclaiming an emergency and the need for immediate court
22 intervention (and requiring this Court to devote the Court's immediate
23 attention to the seriousness of this matter), Plaintiff filed her Notice of
24 Dismissal (Jul. 18, 2017). Later that same day, Defendant filed his
25 Notice of Non-Opposition to Plaintiff's Motion to Continue Trial (Jul.
26 18, 2017).

27
28 Now, Defendant has filed his Motion in Limine and Defendant's
Stipulation to Admit the Updated Report of Plaintiff's Expert, Kathleen

¹⁶The hearing was 33:41 in duration. Samantha Mentzel, Esq., appeared on behalf of Plaintiff and Leslie Cohen, Esq., and James Jimmerson, Esq. (by telephone), appeared on behalf of Defendant.

1 L. Bergquist, Motion to Admit the Custody Evaluation Report of John
2 Paglini, to Exclude Certain Lay Witnesses, for Attorney's Fees and Costs
3 and Other Related Relief (Jul. 19, 2017), similarly asking for "emergency"
4 relief by way of an order shortening time. Both parties have
5 demonstrated a routine and pattern of seeking emergency or ex-parte
6 relief in this matter. This Court has grown weary of being relegated to a
7 litigation playground for both parties and their legal stratagems. This
8 Court reluctantly grants Defendant's request for an Order Shortening
9 Time and schedules the hearing for July 26, 2017 at 10:00 am. The time
10 at the hearing will be limited to the following: (1) answering questions
11 from the Court; (2) Counsel for the parties reporting to the Court
12 whether they have been resourceful in resolving anything and their
13 capacity to stipulate to the resolution of any issues raised in the papers;
14 and (3) the propriety of proceeding with trial on July 28, 2017, and the
15 corresponding status of any meaningful discussions as counselors at law
16 to resolve the issues and problems between the parties. There will be no
17 oral discussion or argument. Defendant's Motion for Order to Show
18 Cause Why Plaintiff Should Not Be Held in Contempt for Violation of
19 the Court's Temporary Protection Order and for Attorney's Fees in
20 Accordance with Law, currently scheduled for August 23, 2017, shall be
21 heard at the time of trial.

22 At the July 26, 2017 hearing, the Court noted the stipulation of the parties to
23 the admission of Dr. Paglini's report into the record. Defendant reported that the
24 parties stipulated that Plaintiff would undergo psychotherapy (including a "home
25 therapy") and ongoing drug testing. Plaintiff disagreed, however, that any such
26 stipulated resolution had been reached. The issue for the Court was whether to
27 proceed with the evidentiary hearing regarding custody, recognizing that certain
28 "expert" witnesses were unavailable on the scheduled date.¹⁷ The Court continued the
evidentiary hearing to September 8, 2017. This Court noted its perception that "this

¹⁷The Court noted the recent initiation (implemented "a couple of weeks ago") of appearances being allowed by video through BlueJeans technology, a video platform relied on regularly today.

1 case should settle. . . If we go to trial, again that would surprise me, disappoint me
2 perhaps because the proverbial writing is on the wall. It needs to be settled and we
3 need to put together a plan that's beneficial not just for the parties but most
4 importantly for Ben, and works on establishing a safe, healthy relationship between
5 Ben and both his mother and his father." July 26, 2017 Hearing Video at 10:51. This
6 Court also reinstated the requirement for supervision of Plaintiff's visitation, while
7 acknowledging the problems that had arisen on "both sides" with respect to the
8 involvement of supervisors. The hearing concluded with the Court emphasizing: "I
9 implore counsel to continue your efforts to try and resolve these issues. These parties
10 need a resolution."

11
12 The parties next appeared before the Court on August 29, 2017,¹⁸ on
13 Defendant's Motion for Order to Show Cause Why Plaintiff Should Not be Held in
14 Contempt for Violation of the Court's Temporary Protection Order and for Attorney's
15 Fees in Accordance with Law (Jul. 20, 2017), Defendant's Motion for Order to Show
16 Cause Why Plaintiff Should Not be Held in Contempt for Refusal to Comply with a
17 Joint Legal Custodial Requirements to Notify in Advance the Defendant of Taking the
18 Child to a Physician Without Defendant's Knowledge or Consent Particularly Since
19 Defendant is the Primary Care Giver of the Minor Child (Jul. 24, 2017), and Plaintiff's
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26 ¹⁸The hearing was 26:10 in duration. Emily McFarling, Esq., appeared on behalf of
27 Plaintiff and Dennis Leavitt, Esq., appeared on behalf of Defendant. Plaintiff did not appear
28 personally at the hearing due to her incarceration related to her violation of the protective
order. (Offers have been made that Plaintiff's incarceration related to a card that she sent to
Defendant in violation of the protective order.) The Court stated its willingness to sign a
transport order to secure Plaintiff's appearance at the custody evidentiary hearing.

1 Opposition and Countermotion for Attorney's Fees and Costs (Jul. 25, 2017). The
2 Court noted "that's just the beginning of it." The Court identified *several* additional
3 hearings that had been scheduled based on motions filed within weeks of the July 26,
4 2017 hearing – despite this Court's direction that, as counselors at law, the attorneys
5 seek a resolution of the pending issues regarding custody. In fact, in addition to the
6 foregoing papers (*and as if it were a contest to see who could file the most papers and behave in*
7 *the most vexatious manner*), the following initiating motions were filed between July 26,
8 2017 and August 28, 2017:
9

- 10 • Plaintiff's Motion for Business Valuation (Aug. 1, 2017);
- 11 • Motion to Withdraw as Attorney of Record for Plaintiff, or in the
- 12 Alternative, for Attorney's Fees and Costs (Aug. 2, 2017);
- 13 • The Jimmerson Law Firm, P.C.'s Motion to (1) Adjudicate Attorney's
- 14 Lien, and (2) Reduce Lien to Judgment (Aug. 7, 2017);
- 15 • Plaintiff's Motion for an Order to Show Cause and for Attorney's Fees
- 16 and Costs (Aug. 9, 2017);
- 17 • Plaintiff's Motion to Continue Trial (Aug. 18, 2017);
- 18 • Defendant's Motion for Sole Legal and Sole Physical Custody of the
- 19 Minor Child (Aug. 22, 2017); and
- 20 • Plaintiff's Motion for Reconsideration (Aug. 28, 2017) (seeking
- 21 reconsideration of the oral findings, conclusions and orders related to the
- 22 Prenuptial Agreement).
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25 The Court questioned the necessity of Defendant filing his Motion for Sole
26 Legal and Sole Physical Custody of the Minor Child (Aug. 22, 2017) in light of the
27 impending evidentiary hearing on custody and Defendant's existing *de facto* sole
28 physical custody due to Plaintiff's incarceration. Nevertheless, the Court granted *on*

1 a temporary basis (pending Plaintiff's release from incarceration) Defendant's request for
2 sole legal custody. Plaintiff *withdrew* her request to continue the custody evidentiary
3 hearing.
4

5 At the September 8, 2017 evidentiary hearing regarding custody, Plaintiff did
6 not appear personally as a result of her incarceration. Moreover, her appearance had
7 not been secured through a transport order. Alicia Exley, Esq., and Joseph Riccio, Esq.,
8 appeared on her behalf as newly retained counsel. Defendant appeared personally and
9 was represented by Dennis Leavitt, Esq.¹⁹ At the outset of the proceedings, Mr. Riccio
10 disclosed that he recently learned (the evening prior to the evidentiary hearing) of a
11 potential conflict with respect to his representation of Plaintiff. In this regard,
12 Defendant previously had consulted with and been represented by an attorney (Gary
13 Zernich, Esq.) who had since joined Mr. Riccio's firm. Defendant was unwilling to
14 waive the potential conflict. Mr. Riccio requested that the matter be continued to
15 allow Plaintiff the opportunity to retain new counsel. (Mr. Riccio also had submitted
16 an ex-parte request to continue the evidentiary hearing shortly prior thereto.) The
17 Court noted that this case "has been pending for quite some time," "is highly
18 contentious," and "one of my more highly contested cases." The Court also noted their
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26 ¹⁹The evidentiary hearing was divided into two segments. The first segment was 24:06
27 in duration and dealt with the issue of Plaintiff's counsel's conflict and the possibility of
28 settlement. During the first segment, the Court stated that the orders regarding physical
custody would be "final" orders, but questioned whether the legal custody orders should be
temporary pending Plaintiff's release from incarceration. The second segment was 16:23 in
duration and contained the evidentiary portion of the proceedings.

1 recent appearance on August 29, 2017 on a motion to continue the trial, *which was*
2 *withdrawn by Plaintiff*. The oral request for a continuance was denied.

3
4 The Court expressed some surprise that the custody trial was proceeding given
5 the expert report of Dr. Paglini, and the recommendations of Plaintiff's own expert
6 regarding the need for continued supervised visitation. After Mr. Riccio referenced the
7 possibility of pursuing settlement discussions *in lieu* of an evidentiary hearing, the
8 Court stated:
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10 This case has an incredibly long, arduous, acrimonious, high conflict
11 history. If I had any confidence at all that it would be settled, I might
12 buy into that. But I know these parties too well. Probably not well
13 enough, but we've had enough court that, if it didn't settle before today,
14 I wish I could believe that it might settle.

15 The Court stated that it did not anticipate any changes to the temporary orders
16 in light of the fact that the Court had reviewed (by stipulation of the parties) Dr.
17 Paglini's custody evaluation and the fact that Plaintiff was incarcerated. This Court
18 found that, as it related solely to the issue of the custody evidentiary hearing *that day*,
19 there was not an actual conflict based on the representations that Mr. Riccio had no
20 conversations with Mr. Zernich about the details of the case.²⁰ Thus, the Court stated
21 that it would allow Mr. Riccio to remain present at the custody evidentiary hearing
22 only, but ordered that counsel's firm would be precluded from participating in future
23
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26 ²⁰The Court's preference was to allow Plaintiff to have someone present at the hearing
27 on her behalf. It was clear to the Court that, *as it related to that particular hearing*, Mr. Riccio had
28 gained no insight whatsoever about the case from Mr. Zernich. However, continued
involvement in the case was problematic due to future potential communication about the case.
Defendant balked at the notion that this Court would even allow Mr. Riccio and Ms. Exley to
remain at the hearing.

1 hearings. Recognizing new counsel's lack of time to prepare for the evidentiary hearing,
2 however, this Court ultimately granted Mr. Riccio's request (after providing him with
3 the opportunity to confer with State Bar counsel) to be excused from continued
4 representation of Plaintiff.
5

6 Defendant requested that the Court simply "grant our motion" *in lieu* of any
7 testimony. Based on the record that had been established, including the admission
8 into the record of Dr. Paglini's report (by stipulation), this Court granted Defendant's
9 Motion for Sole Legal and Sole Physical Custody of the Minor Child (Aug. 22, 2017).
10 Although not offered or admitted into the record, this Court referenced Dr. Bergquist's
11 report, which recommended that Plaintiff's visitation continue to be supervised. This
12 Court directed that, once Plaintiff was released from custody, a visitation schedule
13 would resume, with Plaintiff's visitation supervised by Vicki Newman. Adjustments
14 were made to Plaintiff's visitation schedule based on Defendant's testimony about the
15 structure of Plaintiff's visitation time within the context of the child's routine. The
16 final custody Order (Sep. 20, 2017) was entered shortly thereafter.²¹
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27 ²¹At the conclusion of the custody evidentiary hearing, the Court scheduled a Case
28 Management Conference on the property issues to be held on October 31 2017, with the
"hope" that, with counsel's good faith participation the remaining issues could be resolved and
the Court could pronounce the parties divorced on that date (in 2017).

1 With respect to the issue of custody, the parties next appeared before this Court
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3 on March 19, 2019,²² on Plaintiff's Motion for Order to Show Cause, or for
4 Clarification of the Court's Orders Regarding Supervision and for Attorney's Fees and
5 Costs (Feb. 1, 2019). The focus of the Court was to modify the transportation and
6 exchange protocols for Plaintiff's visitation time and to explore the consolidation of her
7 visitation time. Because the matter was on appeal, the Court was reluctant to lift the
8 prior orders regarding the supervision requirement of Plaintiff's visitation (finding that
9 it lacked jurisdiction to do so). *But for the fact that the matter remained on appeal, the Court*
10 *would have addressed and lifted the supervision aspect at that time* (likely implementing a
11 random drug testing protocol). The Court reviewed the steps Plaintiff had taken to
12 address concerns regarding her prior drug usage (including her participation on multiple
13 occasions in a sweat-patch monitoring program). The Court also noted its observations
14 over the pendency of the case that Plaintiff had made improvements and was in a
15 "better place" than when this matter began in 2016. The Court changed the schedule
16 to reduce the number of custody exchanges and to consolidate Plaintiff's time with the
17 child. The Court also clarified, over Defendant's objection, that it was not inclined to
18 restrict or limit who was present during Plaintiff's visitation.
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27 ²²The hearing was 35:30 in duration. Both parties were present personally. John
28 Blackmon, Esq., appeared on behalf of Plaintiff and Alex Ghibaud, Esq., appeared on behalf
of Defendant.

1 Shortly thereafter, the parties again appeared before the Court on April 30,
2
3 2019.²³ The only issue that the Court was inclined to address at that time related to
4 the designation of a supervisor for Plaintiff's visitation. The Court emphasized its
5 desire that Plaintiff's visitation proceed. Defendant proposed Macy Walker as a
6 supervisor (who was the current supervisor).²⁴ Plaintiff proposed Ellen Johnson.
7 Although Defendant originally had named Ellen Johnson as a proposed supervisor, he
8 represented that he "had to fire" her. The Court ordered that Ms. Walker would be
9 designated as the supervisor, with Ms. Johnson serving as a "backup" supervisor.
10 Notably, Defendant selected the vast majority of supervisors that had been designated
11 throughout the history of this matter.
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14 Again with respect to custody, Plaintiff thereafter (July 2020) filed a Motion for
15 Joint Legal and Physical Custody, for an Order to Show Cause Re: Contempt, for Child
16 Support, for Spousal Support, to Schedule Discovery and Trial on Financial Issues, and
17 For Attorney Fees and Costs (Jul. 13, 2020) (hereinafter Plaintiff's "Motion to
18 Modify"). At the August 18, 2020 hearing,²⁵ the Court noted that the parties had not
19 appeared in court since September 2019, and that the two appeals initiated by
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24 ²³The hearing was 27:39 in duration. Both parties were present personally. John
25 Blackmon, Esq., appeared on behalf of Plaintiff and Alex Ghibaud, Esq., appeared on behalf
26 of Defendant.

27 ²⁴As discussed below, Ms. Walker testified at the custody evidentiary hearing on April
28 14, 2021.

²⁵The hearing was 35:01 in duration. Both parties and counsel were present by
audio/video appearances. Karen Connolly, Esq., appeared on behalf of Plaintiff and Alex
Ghibaud, Esq., appeared on behalf of Defendant.

1 Defendant had been resolved and jurisdiction returned to the district court. As a
2 result, the Court was prepared to proceed with scheduling additional proceedings to
3 finalize the parties' divorce.
4

5 At the time of the hearing, Defendant had failed to file a timely opposition to
6 Plaintiff's Motion to Modify. The Court noted that the parties' child was six years of
7 age (and two years of age when the divorce started). Plaintiff offered that she had been
8 denied several days of visitation. She also reported to the Court that she had
9 submitted to drug tests that corroborated that she had been clean of drug usage. The
10 Court noted the litigious nature of this matter and the active participation of both
11 parties at virtually every hearing — save and except the custody evidentiary hearing.²⁶
12 Nevertheless, the Court reiterated that the prior custody order was a final order. The
13 Court found, however, that there was a sufficient basis pursuant to *Rooney v. Rooney*,
14 109 Nev. 540, 853 P.2d 123 (1993) to set further proceedings on Plaintiff's Motion
15 to Modify. The Court lifted the requirement for supervision of Plaintiff's visitation and
16 expanded her custodial time to consist of every Friday at 5:00 p.m. to Sunday at 5:00
17 p.m. The Court also found that there was a *prima facie* showing for the Court to issue
18 an order to show cause related to Defendant's violation of the Court's prior orders with
19 respect to the denial of Plaintiff's visitation time. Finally, the Court scheduled an
20 evidentiary hearing on Plaintiff's Motion to Modify (and contempt) for January 27,
21 2021.
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28 ²⁶Plaintiff also did not appear at hearings immediately prior to and following the
custody evidentiary hearing due to her incarceration.

1 At the January 27, 2021 hearing,²⁷ the Court addressed *Plaintiff's* request to
2 continue the custody evidentiary hearing. The Court allowed counsel to communicate
3 off-the-record to ascertain whether any agreements could be reached. Upon resuming,
4 counsel for the parties reported that they stipulated to a continuance of the custody
5 evidentiary hearing. The matter was continued to April 13 and 14, 2021.
6
7

8 5. *Property*

9 At the October 31, 2017 Case Management Conference,²⁸ Plaintiff did not
10 appear because she remained incarcerated, but was represented by Stephen Oliver, Esq.
11 Defendant appeared personally and was represented by Dennis Leavitt, Esq. Mr.
12 Oliver represented that he anticipated Plaintiff's release from jail in December 2017.
13 Mr. Oliver also expressed concern about the fact that he had received little in terms of
14 discovery regarding property with specific reference to a business entity that was not
15 expressly referenced in the Prenuptial Agreement. Discussion ensued about this
16 Court's prior findings, conclusions and orders regarding the Prenuptial Agreement.
17 This Court indicated that it needed to review the prior proceedings regarding said
18 findings, conclusions and orders related thereto. The Case Management Conference
19 was continued to January 29, 2018. This Court also denied *Plaintiff's* Motion for
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26 ²⁷The hearing was divided in two segments. The first segment was 9:27 in duration, and
27 the second segment was 10:48. Both parties and counsel were present by audio/video
28 appearances. Karen Connolly, Esq., appeared on behalf of Plaintiff and Alex Ghibauda, Esq.,
appeared on behalf of Defendant.

²⁸The duration of the Case Management Conference was 12:26.

1 Reconsideration (Aug. 28, 2017) of the "Order to Validate the Prenuptial
2 Agreement."²⁹
3

4 The Court thereafter reviewed the prior evidentiary hearing regarding the
5 Prenuptial Agreement and issued a clarifying Order (Nov. 3, 2017). Defendant filed
6 his Motion to Clarify or Correct This Court's November 3, 2017 Order (Nov. 22,
7 2017). By way of this Court's Order (Jan. 5, 2018), Defendant's Motion to Clarify or
8 Correct This Court's November 3, 2017 Order (Nov. 22, 2017) was denied. Moreover,
9 this Court found that Defendant's motion was unnecessary and awarded Plaintiff
10 \$1,500 in fees, which was reduced to judgment.
11
12

13 At the continued Case Management Conference on January 29, 2018,³⁰ the
14 parties stipulated to the sealing of the case. Plaintiff expressed concern about setting
15 a trial based on the lack of discovery. Plaintiff offered that the "asset of the marriage"
16 is Joi Biz, LLC, which was formed during the marriage. Plaintiff requested a valuation
17 of the business. Defendant acknowledged that discovery remained necessary, but
18 argued that a *prima facie* determination was necessary regarding whether the business
19 should be treated as Defendant's separate property pursuant to the Prenuptial
20 Agreement. The Court emphasized *on January 29, 2018* the need to have the business
21 records forensically reviewed and the business valued. The Court set an evidentiary
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26 ²⁹As of the filing of Plaintiff's Motion for Reconsideration (Aug. 28, 2017), no such
27 written order had been submitted or signed by the Court.

28 ³⁰The hearing was 14:48 in duration. Both parties were present personally. Stephen
Oliver, Esq., appeared on behalf of Plaintiff and Robert Hill, Esq., and Al Bruzas, Esq.,
appeared on behalf of Defendant.

1 hearing on the financial issues for June 8, 2018, and issued corresponding scheduling
2 deadlines. The Court ordered that, if the parties were unable to reach an agreement
3 on a joint business valuator by February 16, 2018 (to be paid by the business),
4 Defendant pay to Plaintiff the sum of \$3,500 *by March 9, 2018* to hire her own
5 expert.³¹
6

7
8 Following this Case Management Conference, *Defendant* filed his Motion to
9 Reconsider this Court's June 14th, 2017 Decision, N.R.C.P. 12(b)(5) Motion to
10 Dismiss for Failure to State a Claim Upon Which Relief May be Granted, and Motion
11 for Partial Summary Judgment Under N.R.C.P. 56 With Respect to JoiBiz, LLC (Mar.
12 26, 2018) (hereinafter Defendant's "Motion to Reconsider").³² At the hearing on April
13 24, 2018,³³ the Court began by reviewing, in part, the history of the case with specific
14 reference to the proceedings regarding the Prenuptial Agreement. The Court noted that
15 the business entity expressly identified in the Prenuptial Agreement was different in
16 name from the business entity that started during the marriage. Whether the business
17 identified as being opened during the marriage was merely the *alter ego* of the business
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22 ³¹On behalf of Plaintiff, Mr. Oliver requested fees to hire a business valuator. In so
23 doing, he referenced having seen business bank account records with a balance of \$150,000.
24 There was nothing offered at that hearing that funds were not available to pay for such a
25 valuation immediately.

26 ³²Defendant previously had opposed Plaintiff's request that the Court reconsider its
27 decision regarding the Prenuptial Agreement. Moreover, Defendant previously had been tasked
28 to prepare the Court's findings, conclusions and orders regarding the Prenuptial Agreement as
the prevailing party. As of the filing of his Motion to Reconsider, he had failed to do so.

³³The hearing was 25:27 in duration. Both parties were present personally. John
Blackmon, Esq., appeared on behalf of Plaintiff and Alex Ghibaudo, Esq., appeared on behalf
of Defendant.

1 identified in the Prenuptial Agreement was a factual determination and the Court was
2
3 unprepared to summarily dispose of or to make such a factual finding on the papers
4 alone. Rather, the review of financial records forensically would assist the trier of fact.
5 (Such financial records logically would include bank account statements and tax
6 returns.)
7

8 Apart from the business issue, the Court also addressed Plaintiff's allegations of
9 marital waste committed by Defendant. This Court concluded that it was Plaintiff's
10 initial burden to establish that there were specific monies that had not been accounted
11 for or "wasted." To conclude otherwise would place a party in a position of being
12 required to trace every financial transaction during the marriage. The Court was not
13 inclined to micro-manage all financial transactions during the marriage.
14

15 Defendant requested that the evidentiary hearing be continued and that the
16 parties be allowed to participate in a settlement program, believing that a "middle
17 ground" could be achieved. The Court continued the proceedings to May 28, 2018
18 (combined with a calendar call), scheduled a senior settlement conference for the
19 parties, and vacated the evidentiary hearing date. In closing, the Court offered:
20 "Maybe there is a glimmer of light that I'm seeing with new counsel. Maybe you can
21 resolve it. In a case that has just been so highly litigious, these parties need your
22 counsel and I think if you can come to some agreement, that would be a relief to both
23 parties. Let them move on." The Court also reiterated that the Court's prior orders
24 regarding the payment of expert business valuation fees remained in place.
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...

1 At the hearing on May 29, 2018,³⁴ the parties reported that their settlement
2 efforts were unsuccessful (in fact, the prospect of settlement was even more dismal as
3 a result of the settlement conference). At the hearing, the Court reviewed its findings
4 with respect to the Prenuptial Agreement in the context of Defendant's request for
5 reconsideration. The Court was not inclined to summarily dispose of the issue without
6 receiving evidence to ascertain whether the business formed during the marriage was,
7 in essence, the same business expressly disclosed in the Prenuptial Agreement. The
8 Court also noted that, had the validity of the Prenuptial Agreement been construed
9 under Nevada law, this Court would not have been able to find the Prenuptial
10 Agreement valid. Based on the testimony of Defendant's "expert" witness who testified
11 with respect to Georgia law, the Court found the Prenuptial Agreement valid
12 conditioned on equitable limitations found by the Court. The Court again clarified the
13 Court's approach to a claim of marital waste and the burden on Plaintiff to make a
14 *prima facie* demonstration of waste.

15
16 The Court inquired about the timing of the previously ordered payment to
17 Anthem Forensics. Defendant affirmatively represented that he would pay the court-
18 ordered amount "within the next couple of days" (i.e., by **May 31, 2018**).³⁵ The Court
19 ordered that the payment was to be tendered to Anthem Forensics by May 31, **2018**,
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22 ³⁴The hearing was 31:43 in duration. Both parties were present personally. John
23 Blackmon, Esq., appeared on behalf of Plaintiff and Alex Ghibaud, Esq., appeared on behalf
24 of Defendant.

25 ³⁵Plaintiff claimed that Anthem Forensics had increased their retainer requirement from
26 \$3,500 to \$5,000, but Defendant expressed uncertainty as to whether that was the case.
27

1 and Defendant was to make *full disclosure* of documents to Anthem Forensics by June
2
3 29, 2018. The Court scheduled trial on financial issues for August 31, 2018.³⁶ The
4 Court awarded \$5,000 in attorney's fees to be paid by Defendant to Plaintiff in
5 preparation for the evidentiary hearing. The Court again bemoaned the fact that (*as*
6 *of 2018*) this matter had "gone on way too long." At the request of both parties, the
7 Court signed a referral for both parties to be tested for drug usage.
8

9 At the August 18, 2020 hearing,³⁷ trial on financial issues was rescheduled for
10 January 28, 2021. At a hearing prior to trial (on January 13, 2021),³⁸ Plaintiff
11 represented that Defendant still had not paid the expert witness fees to Anthem
12 Forensics, but had paid \$2,000 for his own expert (Mr. Cox). Plaintiff requested the
13 imposition of daily sanctions for Defendant's alleged failure to pay prior amounts in
14 terms of fees and for alleged discovery abuses. The Court continued the trial on
15 financial issues to May 20, 2021, but kept the January 27, 2021 date for the purpose
16 of entertaining Plaintiff's request to modify custody. The Court reiterated its prior
17 order that Defendant pay \$3,500 to Anthem Forensics. Noting that the Court was not
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22 ³⁶Because Defendant appealed this Court findings, conclusions and orders regarding the
23 Prenuptial Agreement, the resolution of financial issues was paused (the Court lacking
24 jurisdiction to proceed). As a result, the August 31, 2018 trial date originally scheduled for
financial issues was instead used for Defendant's request to relocate.

25 ³⁷The hearing was 35:01 in duration. Karen Connolly, Esq., appeared on behalf of
26 Plaintiff and Alex Ghibaudo, Esq., appeared on behalf of Defendant. The August 18, 2020
27 hearing was scheduled on Plaintiff's request to modify custody (and was discussed previously
with respect to custody). The Court noted at the outset that the matter had been on appeal
for some time, but jurisdiction to proceed had been returned to the district court.

28 ³⁸The hearing was 22:17 in duration. Karen Connolly, Esq., appeared on behalf of
Plaintiff and Alex Ghibaudo, Esq., appeared on behalf of Defendant.

1 in a position to make findings of non-compliance with respect to discovery, the Court
2 indicated that it would consider daily sanctions for non-compliance with the prior
3 orders regarding the payment of expert fees and the failure to file an updated Financial
4 Disclosure Form. Defendant's request for summary judgment was denied without
5 prejudice.
6
7

8 6. *Relocation*

9 In June 2018, Defendant filed a Motion to Relocate with the Minor Child and
10 for Attorney's Fees and Costs (Jun. 7, 2018) (hereinafter "Motion to Relocate"),
11 seeking permission to relocate to Israel with the minor child. The parties appeared
12 before this Court on July 10, 2018 for the initial hearing on the Motion to Relocate.³⁹
13 At the beginning of the hearing, the Court reviewed the outstanding orders from
14 multiple prior hearings that had not been prepared by the parties' counsel. Because
15 Defendant had filed a Notice of Appeal (Jun. 11, 2018),⁴⁰ the previously scheduled trial
16 on the financial issues (*i.e.*, August 31, 2018), was changed to an evidentiary hearing
17 on the Motion to Relocate. The Court denied Defendant's request to relocate
18 temporarily pending an evidentiary hearing on the Motion to Relocate.
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23 ³⁹The hearing was 27:30 in duration. Both parties were present personally. John
24 Blackmon, Esq., appeared on behalf of Plaintiff and Alex Ghibaud, Esq., appeared on behalf
25 of Defendant.

26 ⁴⁰The Notice of Appeal (Jun. 11, 2018) identified "the district court's May 29, 2018
27 order denying his motion to reconsider" as the subject of appeal. At the July 10, 2018 hearing,
28 the Court noted that the underlying findings, conclusions and orders had yet to be submitted
for the Court's review and signature. (Defendant, as the prevailing party, had been directed
to prepare said findings, conclusions and orders.) Accordingly, it appeared that the appeal was
premature. Subsequent thereto, the Court issued its Findings of Fact, Conclusions of Law and
Orders (Sep. 4, 2018).

1 The parties appeared before this Court on August 31, 2018,⁴¹ for an evidentiary
2
3 hearing on relocation and a modification to Plaintiff's visitation. In this regard, the
4 Court reviewed the proceedings related to the original custody trial and noted that it
5 viewed the orders arising therefrom as final orders. As such, *the Court was not inclined*
6 *to treat the August 31, 2018 evidentiary hearing as a custody trial or a modification of custody.*
7
8 The Court heard the testimony of various witnesses and the arguments of both counsel.
9 Thereafter, the Court issued its Findings of Fact, Conclusions of Law and Orders (Sep.
10 7, 2018). Defendant then filed his Notice of Appeal (Sep. 10, 2018).⁴²

11
12 7. *In the end*

13 The evidentiary hearing regarding Plaintiff's Motion to Modify was heard on
14 April 13 and 14, 2021. Defendant appeared in person on both dates of the evidentiary
15 hearing with his attorney, Alex Ghibaudo, Esq. Plaintiff and her counsel, Jennifer Isso,
16 Esq., appeared by video on April 13, 2021, and in person on April 14, 2021. The
17 Court heard from various witnesses, including both parties, Ellery Dimalanta
18 (Plaintiff's boyfriend), and Macy Walker (the custody supervisor designated by
19 Defendant). The matter was taken under advisement at the conclusion of the
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24 ⁴¹The hearing was divided into seven segments (1:03:39; 1:07:33; 30:39; 30:28; 43:07;
25 34:14; and 12:47 in duration). Both parties were present personally. John Blackmon, Esq.,
26 and Stephen Oliver, Esq., appeared on behalf of Plaintiff and Alex Ghibaudo, Esq., appeared
on behalf of Defendant.

27 ⁴²Defendant appealed this Court's decisions related to his request to relocate and the
28 Court's orders relative to the Prenuptial Agreement. As a result, the next hearing in this matter
did not take place until March 19, 2019. In fact, until appellate decisions were issued, the
frequency of hearings in this matter declined dramatically.

1 proceedings, with the findings, conclusions and orders included as part of this final
2 Decree of Divorce.⁴³
3

4 The evidentiary hearing on financial issues was conducted on May 20, 2021.
5 Both Plaintiff and Defendant appeared in person with their respective counsel, Jennifer
6 Isso, Esq., for Plaintiff and Alex Ghibaud, Esq., for Defendant. The Court heard the
7 testimony of Plaintiff, Defendant, and Joseph Egosi (Defendant's uncle). Defendant
8 called Brett Slade as a witness to offer testimony regarding the character and value of
9 Joi Biz, LLC. Mr. Slade was not timely disclosed as a witness. However, the Court
10 noted that the record was devoid of competent evidence regarding the value of Joi Biz,
11 LLC.⁴⁴ When Mr. Slade was called to testify, the Court realized the undersigned's
12 familiarity with the witness and disclosed the fact that the Court knew Mr. Slade.
13 Accordingly, the Court was not comfortable allowing Mr. Slade to testify.⁴⁵ Having
14 received insufficient factual information regarding the value of Joi Biz, LLC, however,
15 the Court once again directed compliance with prior orders regarding the engagement
16 of Anthem Forensics to assist in providing a forensic analysis of the business.
17 Recognizing that both parties had spent thousands of dollars in attorney's fees (and
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23 ⁴³For sake of judicial economy, the Court elected to issue a consolidated decision
24 regarding the custody and financial issues.

25 ⁴⁴Plaintiff offered her opinion of value of \$5,000,000. Her opinion, however, was not
26 supported by substantial evidence. The Court was not inclined to accept this amount.

27 ⁴⁵Through Defendant's Closing Arguments (Jul. 23, 2021), Defendant seeks to
28 introduce Mr. Slade's report as an exhibit, albeit through another source. In other words,
Defendant seeks to make a report part of the record that this Court would not allow at the
time of trial. All such exhibits should be stricken from the record.

1 learning that Anthem understandably had increased their retainer from the 2018
2 amount of \$3,500), the Court ordered Defendant to pay \$3,000 to Anthem Forensics
3 (in addition to the previously ordered \$3,500 ordered payment) on or before May 31,
4 2021, and Plaintiff to pay \$1,000 to Anthem Forensics on or before May 31, 2021.
5 The matter was placed on this Court's July 23, 2021 Chamber Calendar for receipt of
6 a report from Anthem Forensics. The July 23, 2021 Chamber Calendar hearing also
7 was scheduled as the deadline for each party to submit a closing brief.
8

9 II. CHILD CUSTODY

10 The legislature of the State of Nevada has declared that it is the policy of this
11 State:

12 1. *To ensure that minor children have frequent associations and a*
13 *continuing relationship with both parents* after the parents have ended their
14 relationship, become separated or dissolved their marriage;

15 2. To encourage such parents to share the rights and
16 responsibilities of child rearing; and

17 3. To establish that such parents have an equivalent duty to
18 provide their minor children with necessary maintenance, health care,
19 education and financial support. As used in this subsection, "equivalent"
20 must not be construed to mean that both parents are responsible for
21 providing the same amount of financial support to their children.
22

23 NRS 125C.001 (emphasis supplied).

24 This Court concludes that the state policies set forth in NRS 125C.001 remain
25 applicable to this matter. The controlling custody order in this matter is the Order
26 (Sep. 20, 2017). Pursuant thereto, "Defendant's request for sole legal and sole physical
27 custody" was granted. Order (Sep. 20, 2017) 1. The findings therein were limited and,
28

1 as noted above, Plaintiff did not appear at the evidentiary hearing. The Court ordered
2 that "Defendant shall have SOLE LEGAL CUSTODY of the minor child," and "SOLE
3 PHYSICAL CUSTODY of the minor child." *Id.* at 2. At such time as Plaintiff was
4 released from incarceration, Plaintiff was to have "SUPERVISED VISITATION every
5 Sunday, Tuesday, and Thursday from 4:00 PM to 8:00 PM." *Id.* In August 2020, the
6 Court lifted the requirement for supervision for Plaintiff's visitation and expanded her
7 custodial time to consist of Friday at 5:00 p.m. to Sunday at 5:00 p.m. *See* Order (Sep.
8 9, 2020).

9 The original custody Order (Sep. 20, 2017) referenced Dr. Paglini's report
10 (dated May 9, 2017) (hereinafter "Custody Evaluation") in support thereof. Dr.
11 Paglini concluded, in part, that:

12 This is a very complex case because we have one litigant (Mrs. Egosi)
13 with confirmed persistent drug usage, a prostitute lifestyle, and fairly low
14 involvement with her adult son. She has demonstrated some anger-
15 related issues and allegedly violated a TPO. During some of her
16 supervised visits she was unable to contain herself (flipped off a
17 supervisor/allegedly aggressive with the nanny/allegedly aggressive with
18 Mr. Egosi's father/unable to maintain emotional control). Conversely,
19 there is Mr. Egosi. Mr. Egosi claims he has never consumed drugs and we
20 have four collaterals who indicate that he has a consistent of [sic] drug
21 usage and he was the individual who was supplying drugs to Mrs. Egosi.

22 Custody Evaluation 62-3.

23 Describing their relationship as "based on a swinger lifestyle," Dr. Paglini opined
24 that their "sexual relationship was built on a house of cards." *Id.* The sexual exploits
25 of the parties were beyond the undersigned's wildest imagination. This aspect of their
26 relationship, however, provided insight as to their internal relationship dynamics and
27
28

1 the deleterious impact thereof on Plaintiff's mental well-being. With respect to
2
3 Plaintiff's mental state, Dr. Paglini concluded:

4 This evaluator opines that Mrs. Egosi does not have a Bipolar Disorder
5 (Dr. Gregory Brown, expert for Attorney James Jimmerson agrees).
6 Rather she likely had a substance induced mood disorder secondary to
7 her chronic methamphetamine usage. This occurred because of her
8 relationship insecurities with Mr. Egosi also likely due to his narcissistic
9 personality dynamics.

10 *Id.* at 63-63.

11 Reflecting on concerns regarding both parties, Dr. Paglini added:

12 Mr. Egosi portrays himself as a highly successful businessman who should
13 have primary custody of Benjamin. He portrays Mrs. Egosi as an
14 uninvolved mother who has a history of severe drug addiction and also
15 she has been physically violent with him and also threatened to kill him.
16 Mr. Egosi believes that he should have sole legal and sole physical
17 custody of Benjamin. Mr. Egosi stated that Mrs. Egosi should have no
18 contact with Ben and that [sic] stated that perhaps two hours of
19 supervised contact at Donna's house would be sufficient [for] several
20 years until Mrs. Egosi can exhibit a pattern of stability.

21 This evaluator would contend that Mrs. Egosi has stabilized. She has
22 abstained from drugs, although she has still acted out in an immature
23 fashion, and she does not exhibit a mental illness. This does not mean
24 that Mrs. Egosi is without issues, for she exhibits borderline/histrionic
25 personality traits and I do have significant concerns of both litigants.

26 When one conceptualizes this case, one is struck with the extreme
27 character flaws of both litigants. Mr. Egosi demonstrates a pattern of
28 sexual addiction that will likely continue. Both litigants have a
combination of risk factors and significant issues of concern. If there is
one litigant who was normal and non-flawed, this would be an easy case.
Both Mr. And Mrs. Egosi love Ben and want to be involved in his life.

29 *Id.* at 63.

30 ...

31 ...

1 Based on his conclusions, Dr. Paglini issued the following recommendations:
2

3 (1) With reluctance, it is in the best interest of Ben to be cared
4 for on a primary basis by his father, secondary to Mrs. Egosi's multiple
5 issues versus Mr. Egosi's issues. Co-parenting likely will be difficult.
6 Mrs. Egosi does not currently need supervised visits. Mrs. Egosi has
7 made enough progress through drug treatment and some therapy to
8 provide adequate care to Ben.

9 * * * *

10 (2) If the courts find Mr. Egosi has lied and does have a drug
11 problem, he should complete an intensive outpatient drug program. Both
12 litigants should complete an extensive co-parenting class. Mrs. Egosi
13 should continue with substance abuse counseling. Both litigants should
14 intermittently be tested for drug usage by the courts, as there should be
15 a status check within six months pertaining to the litigants refraining
16 from drugs and treatment programs.

17 (3) The unsupervised visitation schedule should be at the
18 discretion of the courts.

19 (4) This evaluator has concerns about Mr. Egosi being able to
20 adjust to Mrs. Egosi having unsupervised visits. This is why it is
21 important that they both take a co-parenting class. It may be advisable
22 that the litigants start with a parental coordinator for three to six months
23 to help them transition to a healthier co-parenting relationship. The
24 distrust level amongst the litigants is extremely high. This will be a very
25 difficult case for a parental coordinator. The goal is not to re-litigate the
26 case with the parental coordinator but rather to successfully transition
27 Ben from home to home and co-parent adaptively as well as bring down
28 the stress of the litigants to ensure the safety of the child. The litigants
should share joint legal custody.

(5) It is recommended that Mrs. Egosi complete a six-month
domestic violence/anger management course.

Id. at 64-65.

Notwithstanding the foregoing recommendations, this Court awarded Defendant
sole legal and sole physical custody of the parties' minor child subject to Plaintiff's

1 supervised⁴⁶ visitation upon her release from incarceration. Plaintiff filed her Motion to
2
3 Modify approximately four years later. By way of her Motion to Modify, Plaintiff
4 argued that the original Order (Sep. 20, 2017) should not be treated as a final custody
5 order because: (1) Plaintiff was not afforded due process; (2) no evidence was offered
6 regarding the child's best interest; and (3) there were no specific findings regarding the
7 child's best interest (or the best interest factors set forth in NRS 125C.0035). This
8 Court concurs that, had Plaintiff filed a timely appeal, reversible error likely would
9 have been found in the entry of the Order (Sep. 20, 2017) (which fails to even
10 reference NRS 125C.0035). This Court has remarked at a number of hearings that the
11 custody evidentiary hearing was one of the few hearings that Plaintiff failed to attend
12 in a highly contentious, time intensive matter – yet the Court entered final custody
13 orders. Again, however, Plaintiff failed to challenge timely the Order (Sep. 20, 2017)
14 and this Court concludes that it was a final order.⁴⁷ Regardless, this Court previously
15 found a sufficient basis to conduct evidentiary proceedings on Plaintiff's Motion to
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23 ⁴⁶Defendant offered that Dr. Kathleen Bergquist (originally retained by Plaintiff)
24 recommended continued supervision. Dr. Bergquest did not testify during any of the
25 evidentiary proceedings. Defendant sought to call Dr. Bergquist as a witness at the relocation
26 evidentiary hearing. The Court declined to entertain such testimony based on the fact that
27 her testimony was tangential to the issue of relocation and more relevant to the issue of
28 supervision of Plaintiff's visitation (which the Court did not fundamentally alter at that time).

⁴⁷The relocation proceedings in this matter were premised on the custodial orders
contained in the Order (Sep. 20, 2017). As such, the Order (Sep. 20, 2017) should logically
be construed as "final" if the findings, conclusions and orders related to relocation were deemed
"final" for purposes of appeal. This Court has treated the Order (Sep. 20, 2017) as a final
order in all respects.

1 Modify, albeit by way of a modification of custody, which Plaintiff alternatively argued
2 in her Motion to Modify.
3

4 Based on the Order (Sep. 20, 2017), a modification of physical custody is
5 governed by *Ellis v. Carucci*, 123 Nev. 145, 161 P.3d 239 (2007). Pursuant thereto, the
6 Nevada Supreme Court concluded “that a modification of primary physical custody is
7 warranted only when (1) there has been a substantial change in circumstances affecting
8 the welfare of the child, and (2) the child's best interest is served by the modification.”
9 *Ellis*, 123 Nev. at 150, 161 P.3d 242. The substantial change in circumstances offered
10 by Plaintiff included the improvements to her mental stability, including her
11 completion of parenting classes, the patch program, substance abuse counseling and
12 anger management classes. *See* Motion to Modify 9. Over the course of this litigation,
13 this Court has observed changes and improvements in Plaintiff. She has dealt with
14 successfully her addiction issues (although this Court has emphasized that this is a
15 lifelong pursuit), obtained employment and opened her own business. She has
16 improved her situation significantly during the five years that this matter has been
17 pending. *In this particular instance*, this Court finds that Plaintiff has demonstrated a
18 substantial change in circumstances affecting the welfare of the child. Accordingly, the
19 Court next turns to an analysis of whether the child's best interest is served by a
20 modification.⁴⁸
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26 ⁴⁸As emphasized throughout this Decree, this Court found that the Order (Sep. 20,
27 2017) was a final order and not subject to set aside or reconsideration. Considering the fact
28 that Plaintiff did not attend the September 2017 evidentiary hearing and this Court failed to
make specific best interest findings, this Court agrees in theory that the issue of custody should
be adjudicated on the merits. Because the Court does not believe that the previously

1 NRS 125C.0025 provides that:

2
3 1. When a court is making a determination regarding the
4 physical custody of a child, there is a preference that joint physical
5 custody would be in the best interest of a minor child if:

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

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

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

16 NRS 125C.003 adds, in pertinent part, that:

17 1. A court may award primary physical custody to a parent if
18 the court determines that joint physical custody is not in the best interest
19 of a child. An award of joint physical custody is presumed not to be in
20 the best interest of the child if:

21 (a) The court determines by substantial evidence that a
22 parent is unable to adequately care for a minor child for at least
23 146 days of the year;

24 (b) A child is born out of wedlock and the provisions of
25 subsection 2 are applicable; or

26 (c) Except as otherwise provided in subsection 6 of NRS
27 125C.0035 or NRS 125C.210, there has been a determination by
28 the court after an evidentiary hearing and finding by clear and
convincing evidence that a parent has engaged in one or more acts
of domestic violence against the child, a parent of the child or any
other person residing with the child. The presumption created by
this paragraph is a rebuttable presumption.

unchallenged Order (Sep. 20, 2017) is appealable, pursuing such a path would be reversible
error. Pursuant to the findings set forth herein, this Court is able to conduct a best interest
analysis pursuant to NRS 125C.0035 under either path.

1 Further, NRS 125C.0035 provides, in pertinent part, as follows:
2

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

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

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

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

19 * * * *

20 4. In determining the best interest of the child, the court shall
21 consider and set forth its specific findings concerning, among other
22 things:

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

26 (b) Any nomination of a guardian for the child by a
27 parent.

28 (c) Which parent is more likely to allow the child to have
frequent associations and a continuing relationship with the
noncustodial parent.

(d) The level of conflict between the parents.

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

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

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

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

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

5 (j) Any history of parental abuse or neglect of the child
6 or a sibling of the child.

7 (k) Whether either parent or any other person seeking
8 physical custody has engaged in an act of domestic violence against
9 the child, a parent of the child or any other person residing with
10 the child.

11 (l) Whether either parent or any other person seeking
12 physical custody has committed any act of abduction against the
13 child or any other child.

14 5. Except as otherwise provided in subsection 6 or NRS
15 125C.210, a determination by the court after an evidentiary hearing and
16 finding by clear and convincing evidence that either parent or any other
17 person seeking physical custody has engaged in one or more acts of
18 domestic violence against the child, a parent of the child or any other
19 person residing with the child creates a rebuttable presumption that sole
20 or joint physical custody of the child by the perpetrator of the domestic
21 violence is not in the best interest of the child. Upon making such a
22 determination, the court shall set forth:

23 (a) Findings of fact that support the determination that
24 one or more acts of domestic violence occurred; and

25 (b) Findings that the custody or visitation arrangement
26 ordered by the court adequately protects the child and the parent
27 or other victim of domestic violence who resided with the child.

28 6. If after an evidentiary hearing held pursuant to subsection
5 the court determines that each party has engaged in acts of domestic
violence, it shall, if possible, then determine which person was the
primary physical aggressor. In determining which party was the primary
physical aggressor for the purposes of this section, the court shall
consider:

(a) All prior acts of domestic violence involving either
party;

(b) The relative severity of the injuries, if any, inflicted
upon the persons involved in those prior acts of domestic violence;

(c) The likelihood of future injury;

1 (d) Whether, during the prior acts, one of the parties
2 acted in self-defense; and

3 (e) Any other factors which the court deems relevant to
4 the determination.

5 In such a case, if it is not possible for the court to determine which party
6 is the primary physical aggressor, the presumption created pursuant to
7 subsection 5 applies to both parties. If it is possible for the court to
8 determine which party is the primary physical aggressor, the presumption
9 created pursuant to subsection 5 applies only to the party determined by
10 the court to be the primary physical aggressor.

11 Finally, NRS 125C.0045 provides, in pertinent part, as follows:

12 1. In any action for determining the custody of a minor child,
13 the court may, except as otherwise provided in this section and NRS
14 125C.0601 to 125C.0693, inclusive, and chapter 130 of NRS:

15 (a) During the pendency of the action, at the final
16 hearing or at any time thereafter during the minority of the child,
17 make such an order for the custody, care, education, maintenance
18 and support of the minor child as appears in his or her best
19 interest; and

20 (b) At any time modify or vacate its order, even if
21 custody was determined pursuant to an action for divorce and the
22 divorce was obtained by default without an appearance in the
23 action by one of the parties.

24 The party seeking such an order shall submit to the jurisdiction of the
25 court for the purposes of this subsection. The court may make such an
26 order upon the application of one of the parties or the legal guardian of
27 the minor.

28 2. Any order for joint custody may be modified or terminated
by the court upon the petition of one or both parents or on the court's
own motion if it is shown that the best interest of the child requires the
modification or termination. The court shall state in its decision the
reasons for the order of modification or termination if either parent
opposes it.

1 With respect to the best interest factors of NRS 125C.0035, this Court finds as
2 follows based on the evidence admitted at the time of trial:
3

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

7 At seven years of age, the child is too young to express a preference. Moreover,
8 neither party offered competent or credible evidence in this regard.

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

10 This factor is inapplicable.
11

12 (c) Which parent is more likely to allow the child to
13 have frequent associations and a continuing relationship with
14 the noncustodial parent.

15 The past five years have offered the Court insight as to the parties' "gate-
16 keeping" propensities and their respective capacity to promote the child's relationship
17 with the other parent. For the most part, the spotlight is on Defendant because he has
18 maintained sole legal and sole physical custody, subject to Plaintiff's supervised
19 visitation (by court order) for the majority of the time. Most of the supervisors have
20 been selected by Defendant (to which Plaintiff frequently has agreed). Although the
21 Court has limited empirical information regarding Plaintiff's capacity, Defendant's
22 promotion of the child's relationship with Plaintiff has been abysmal. The most
23 credible evidence offered regarding this factor (and custody in general) was from Macy
24 Walker, a supervisor originally selected by Defendant. Ms. Walker served as the
25
26
27
28

...

1 supervisor of Plaintiff's visitation for approximately one year. Through her testimony,
2
3 Ms. Walker offered the following information that was persuasive and impactful:

- 4 ● Plaintiff routinely had activities planned for her scheduled visitation and
5 took advantage of her limited time with the child.
- 6 ● Ms. Walker described the mother-son relationship as "great" and that
7 Plaintiff was "one of the better mothers that I know." She witnessed
8 genuine love and affection between the child and Plaintiff, stating that
9 "Ben loves his mom," the child frequently did not want to leave Plaintiff,
10 and "they have a really great relationship."
- 11 ● She did not witness any abuse or neglect of the child while in Plaintiff's
12 care, and she never witnessed Plaintiff using drugs.
- 13 ● When her duties began as a supervisor, she acknowledged that she
14 questioned Plaintiff's mental state. Once she felt comfortable and got to
15 know Plaintiff, she found Plaintiff to be an incredible woman and
16 amazing mother.
- 17 ● Ms. Walker testified: "*I felt as though, if my report didn't have anything*
18 *bad about [Plaintiff], I felt the more he resented me.*" She continued: "It
19 just seemed like I would get a text message every time I dropped Ben off
20 to him and he would always try to get stuff out of me. Like: 'Well, Ben
21 said this happened and this happened,' when it didn't happen. And I
22 think he just was trying to push for something bad when in all reality it
23 was a good day and Ben was safe the entire time. So it was kind of a
24 battle that I felt like I was doing wrong by him because I was telling the
25 truth about the day." (As an example of her "dirt" digging, Ms. Walker
26 testified that she reported on one occasion that Plaintiff "*almost ran a red*
27 *light.*")⁴⁹ She felt as though he expected her to provide negative
28 information about Plaintiff, and when she failed to do so, he was
displeased.

24 This Court finds Ms. Walker's testimony credible and compelling. The fact that
25 she was used, in some respects, to collect "dirt" on Plaintiff undermined the spirit and
26
27

28 ⁴⁹Ms. Walker testified that she was concerned about Plaintiff's driving initially and that
she needed more "practice," but was not as concerned by the conclusion of her services.

1 purpose of the supervision.⁵⁰ Although concerns exist about Plaintiff's capacity to
2 actively promote the child's relationship with Defendant, this Court finds that
3 Defendant is less likely to foster and allow the child to have frequent associations and
4 continuing relationship with Plaintiff. To the contrary, Defendant has engaged in a
5 pattern of conduct (also buttressed and predicted by Dr. Paglini's Custody Evaluation)
6 that demonstrates his intent to deprive the child of a meaningful relationship with
7 Plaintiff.
8 Plaintiff.

10 (d) The level of conflict between the parents.

11 Conflict is *extraordinarily* high. Such high conflict does not favor either party.
12 Rather, the Court is concerned that custody labels have been (and will be) used as a
13 title of power and authority rather than as a label of responsibility. This Court does
14 not trust that either party has the capacity to use a custody label of "primary" or "sole"
15 as a position of responsibility versus a position of power and control.
16

18 (e) The ability of the parents to cooperate to meet the
19 needs of the child.

20 Currently, the parties show no ability to cooperate to meet the needs of the
21 child. The history of this matter gives the Court pause regarding each party's ability
22 to foster a relationship between the child and the other parent, the level of conflict
23

24
25 ⁵⁰The necessity of using a supervisor expired long before this Court ended the practice
26 in 2020. Considering the cost thereof, Defendant could have voluntarily stipulated to the end
27 of supervision prior to 2020. Because it was a source of information gathering against Plaintiff,
28 however, the practice of supervision long outlived its utility. Moreover, recognizing that
supervision was used for unintended (at least judicially) purposes, this Court is not inclined to
reimburse costs associated therewith as requested in Defendant's Closing Arguments (Jul. 23,
2021).

1 between the parents and their ability to cooperate. With respect to all three of these
2
3 best interest factors, the parties should be on a "level playing-field" with respect to legal
4 custody. Otherwise, legal custody will be used as a tool of control and not necessarily
5 for the child's best interest.

6
7 (f) The mental and physical health of the parents.

8 The Court noted above the conclusions of Dr. Paglini in regards to the mental
9 health of both parents (discussed in greater detail in his Custody Evaluation).
10 Although this Court remains concerned about both parties, the credible evidence before
11 the Court does not favor one party over the other with respect to this factor.
12 Moreover, Plaintiff has completed various courses (evidenced by certificates of
13 completion admitted into the record) that corroborate her efforts to address concerns
14 regarding addiction and behavioral issues that permeated the early history of this case.
15
16

17 (g) The physical, developmental and emotional needs
18 of the child.

19 At the child's young age, the active involvement of both parents is significant for
20 his physical, developmental and emotional needs. This Court recognizes, however, that
21 it appears (*notwithstanding the repeated concerns expressed by the Court*) that many of the
22 child's developmental needs have been met while under Defendant's care. The child
23 physically is healthy and appears to be flourishing academically (and now even writes
24 in Hebrew). The Court has little to no competent evidence, however, regarding the
25 child's mental health and well-being. The Court also recognizes that Plaintiff has failed
26 to acknowledge or show any appreciation to Defendant for the positive milestones
27
28

1 achieved by the child. This is perhaps understandable given the acrimonious nature
2 of these proceedings and the limitations imposed by Defendant (and approved by the
3 Court) on her relationship with the child.
4

5 (h) The nature of the relationship of the child with
6 each parent.

7 Based on the overall record before the Court (including Dr. Paglini's report and
8 Ms. Walker's testimony), the child has a positive and loving relationship with both
9 parents. Notwithstanding the heightened negativity demonstrated by the parties
10 towards each other, the child loves both parents and their negativity is deleterious to
11 the child's well-being.
12

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

15 This factor is not applicable. Although Plaintiff has an adult son from a prior
16 relationship, there is nothing in the record that suggests the existence of a materially
17 significant relationship between the child and his half-brother.
18

19 (j) Any history of parental abuse or neglect of the child
20 or a sibling of the child.

21 Although the child was "bit" or "pinched" by a family pet turtle and Plaintiff
22 allegedly "almost" ran a red light, this Court does not find that the record credibly
23 establishes parental abuse or neglect.
24

25 ...

26 ...

27 ...
28 ...

1 (k) Whether either parent or any other person seeking
2 physical custody has engaged in an act of domestic violence
3 against the child, a parent of the child or any other person
4 residing with the child.

5 Both parties raised allegations of domestic violence. Although this Court does
6 not find Plaintiff's allegations to be sufficiently clear and convincing, Defendant's
7 allegations are supported by Dr. Paglini's observation that Plaintiff "acknowledged that
8 she was verbally and physically abusive towards" Defendant. In this regard, the
9 evidence is clear and convincing. Although she "reported that the violence was
10 mutual," Dr. Paglini concluded that Plaintiff "has exhibited behavioral dyscontrol" at
11 times and that she has dealt with "anger-related" issues. Dr. Paglini noted that it
12 appeared that Plaintiff "has addressed her issues through treatment." Moreover,
13 although it appears that Plaintiff's drug addiction issues existed prior to the parties'
14 marriage, this Court finds that the toxicity of the parties' relationship contributed to
15 her emotional and mental state, which in turn contributed to her drug abuse during the
16 marriage. This Court has observed changes in Plaintiff over the course of this litigation
17 and finds that Plaintiff has rebutted the presumption associated with this sub-factor.

18 (l) Whether either parent or any other person seeking
19 physical custody has committed any act of abduction against
20 the child or any other child.

21 This Court does not find this factor applicable pursuant to the definitions
22 contained in NRS 125C.0035(8). Although Defendant has withheld the child from
23 Plaintiff on multiple occasions throughout the pendency of this matter (in violation of
24 Court orders), this Court does not find that Defendant's violations rise of the level of

1 “abduction” under NRS 125C.0035 (8). Rather, Defendant’s conduct is more relevant
2
3 to sub-factor (c) with respect to his capacity (or lack thereof) to foster the child’s
4 relationship with Plaintiff.

5 Considering the foregoing factors, this Court finds that it is in the child’s best
6 interest that legal custody be modified, with the parties maintaining joint legal custody.
7
8 With respect to physical custody, this Court also finds that it is in the child’s best
9 interest that the parties maintain joint physical custody. Due to the level of conflict
10 between the parties and their inherent inability to cooperate, this Court finds that a
11 schedule which minimizes custodial exchanges is in the child’s best interest.
12 Accordingly, this Court finds that a week-on/week-off schedule is in the child’s best
13 interest.⁵¹

14 15 16 III. DIVISION OF ASSETS AND DEBTS

17 Preliminarily, attached hereto as the Court’s **Exhibit 1** is a summary of each
18 party’s Financial Disclosure Forms filed with the Court. The information contained
19 therein is relevant to the issues of property, debts, child support and attorneys’ fees.
20
21 Plaintiff filed 13 Financial Disclosure Forms on the following dates: September 28,
22 2016, March 10, 2017, April 20, 2017, May 16, 2017, May 22, 2017, June 7, 2017,
23 June 28, 2018, April 16, 2019, October 4, 2019, October 10, 2019, July 13, 2020,
24 April 13, 2021, and May 18, 2021. Defendant filed six Financial Disclosure Forms on
25
26

27 ⁵¹Neither party offered competent evidence at any evidentiary hearing that would enable
28 the Court to enter orders regarding the sharing of holidays and special occasions. It is up to
the parties to stipulate to such a schedule or to stipulate to implement the Department Q
holiday plan.

1 the following dates: October 31, 2016, March 22, 2017, July 10, 2018, August 22,
2 2019, October 4, 2019, and January 22, 2021.

3
4 A. NEVADA LAW RE: COMMUNITY PROPERTY

5 NRS 123.130 provides that all property of a spouse "owned by him or her
6 before marriage, and that acquired by him or her afterwards by gift, bequest, devise,
7 descent or by an award for personal injury damages, with the rents, issues and profits
8 thereof, is his or her separate property." NRS 123.220 provides that:
9

10 All property, other than that stated in NRS 123.130, acquired after
11 marriage by either husband or wife, or both, is community property
12 unless otherwise provided by:

- 13 1. An agreement in writing between the spouses.
14 2. A decree of separate maintenance issued by a court of
competent jurisdiction.
15 3. NRS 123.190.
16 4. A decree issued or agreement in writing entered pursuant to
17 NRS 123.259.

18 NRS 123.225 adds, in pertinent part, that "[t]he respective interests of the
19 husband and wife in community property during continuance of the marriage relation
20 are present, existing and equal interests, subject to the provisions of NRS 123.230."
21 Consistent with these statutory provisions, the Nevada Supreme Court has declared
22 that "the statutes clearly mandate that all property acquired by the parties until the
23 formal dissolution of the marriage is community property." *Forrest v. Forrest*, 99 Nev.
24 602, 607, 668 P.2d 275, 279 (1983). Thus, the physical separation of the parties does
25 not terminate the marital community for purposes of property acquisition.
26
27
28

...

1 Further, NRS 123.230 provides, in pertinent part, as follows:
2

3 2. Neither spouse may make a gift of community property
4 without the express or implied consent of the other.

5 3. Neither spouse may sell, convey or encumber the
6 community real property unless both join in the execution of the deed or
7 other instrument by which the real property is sold, conveyed or
8 encumbered, and the deed or other instrument must be acknowledged by
9 both.

10 4. Neither spouse may purchase or contract to purchase
11 community real property unless both join in the transaction of purchase
12 or in the execution of the contract to purchase.

13 5. Neither spouse may create a security interest, other than a
14 purchase-money security interest as defined in NRS 104.9103, in, or sell,
15 community household goods, furnishings or appliances unless both join
16 in executing the security agreement or contract of sale, if any.

17 Finally, with respect to the division of community property, NRS 125.150(1)(b),
18 provides that, in granting a divorce, the court:
19

20 Shall, to the extent practicable, make an equal disposition of the
21 community property of the parties, except that the court may make an
22 unequal disposition of the community property in such proportions as it
23 deems just if the court finds a compelling reason to do so and sets forth
24 in writing the reasons for making the unequal disposition.

25 B. THE COMMUNITY ESTATE

26 The extent of the community estate is defined by the legal conclusions
27 referenced above and this Court's Findings of Fact, Conclusions of Law and Orders
28 (Sep. 4, 2018). Therein, this Court found and ordered that the parties' Prenuptial
Agreement was valid "in part" as construed under Georgia law. In this regard, the
assets expressly identified by Defendant in Schedule "A1" of the Prenuptial Agreement
were, and remain, characterized as Defendant's separate property. In relevant part,

1 Schedule "A1" identified "100% shares of Hawk Communications LLC dba JoiPhone"
2
3 and "100% shares of Hawk VoIP LLC" as "Separate Property of Yoav Egosi."⁵²

4 The Court received limited credible evidence regarding the existence of
5 community property to be divided by the Court. In this regard, apart from Joi Biz,
6 LLC, the record is devoid of credible evidence regarding the Court's consideration and
7 division of other property as community property.⁵³ In the various Financial Disclosure
8 Forms filed by the parties, each party has listed items of personal property, including
9 bank accounts, an RV Trailer and a Dodge Durango vehicle. There was no credible
10 evidence offered, however, regarding the value of such personal property and the Court
11 is inclined to confirm the personal property in each party's possession as their
12 respective sole and separate property.⁵⁴ Moreover, notwithstanding prior arguments
13 offered to the Court, Plaintiff failed to establish a credible claim for community waste
14
15
16
17

18 ⁵²Schedule "A1" also identified the "Condo at 2881 Peachtree Rd Unit 1101 Atlanta,
19 GA 30305," and the "2005 Mercedes SL55 AMG" as Defendant's separate property. Neither
20 asset is owned by Defendant at the time of these proceedings.

21 ⁵³In her testimony, Plaintiff identified a business named "YEB Communication" that
22 she "believed" was opened recently by Defendant. Plaintiff offered that she telephoned "YEB
23 Communication" and Defendant's father allegedly answered the telephone call. Moreover,
24 Plaintiff testified that the website design was similar, "if not identical," to the Joi Biz website.
25 Although Plaintiff's testimony raises suspicions regarding the nature of the business (including
26 the initials used for the name of the business), her belief is not sufficient to allow this Court
27 to make a finding that "YEB Communication" is a community asset of the parties. There is
28 not substantial evidence that would allow a finding that YEB Communication is an asset of the
marital community. Of course, this Court retains jurisdiction to the extent evidence is acquired
that would support such a belief. See NRS 125.150(3).

⁵⁴There is no credible evidence of ownership by Defendant of the real property in which
he currently resides (8301 Unicorn Street). Moreover, it appears that the real property owned
by Plaintiff in Brazil was owned prior to marriage and there has been no showing of any
community contributions thereto.

1 against Defendant. In this regard, Plaintiff failed to offer specific information regarding
2 amounts that would be subject to a claim of community waste or that would shift the
3 burden to Defendant to justify or explain expenditures that were allegedly wasteful.
4
5 *See Kogod v. Cioffi-Kogod*, 135 Nev. 64, 439 P.3d 397 (2019).
6

7 The focus of the evidentiary hearing was on the character and value of Joi Biz,
8 LLC (hereinafter "Joi Biz"). Plaintiff argues that Joi Biz should be characterized as an
9 asset of the marital community, with the value thereof divided equally between the
10 parties. Defendant argues that Joi Biz is the *alter ego* of Hawk Communications, LLC,
11 and therefore is protected as a separate property asset of Defendant pursuant to the
12 Prenuptial Agreement.
13

14 The credible evidence supports the following findings with respect to Joi Biz:

- 15 ▶ Prior to the marriage, Defendant owned and operated Hawk
16 Communications (organized in 1999), doing business as Joiphone.
17 Defendant described Joiphone as the "brand" for "a particular product of
18 Hawk Communications" that provides "*residential* voice over IP service." Exhibit 12, p. 21 (emphasis supplied).
- 19 ▶ Joi Biz was opened in November 2009 after the parties' marriage. *See*
20 Exhibits 18, 26 (Articles of Organization dated November 21, 2009).
21 Defendant was the only individual listed as an "organizer" and
22 "member/manager" of the business. *See id.*
- 23 ▶ In contrast with Hawk Communications LLC, doing business as Joipone,
24 Joi Biz is a "*business* voice over IP service." Exhibit 12, p. 27 (emphasis
25 supplied).
- 26 ▶ Although it is unclear the extent of Plaintiff's involvement with either
27 Hawk Communications, LLC, or Joi Biz, Plaintiff appears to have been
28 paid \$3,000 per month for some period of time for her work, which
coincidentally happens to be the same amount Defendant claims that he
is paid currently for his work for Joi Biz.

1 Joi Biz is presumed to be a marital asset based on the timing of its creation.⁵⁵
2
3 See NRS 123.220. This Court finds and concludes that Defendant had the burden of
4 demonstrating otherwise through credible evidence that Joi Biz was indeed the *alter ego*
5 of Hawk Communications, LLC (and therefore protected by the Prenuptial
6 Agreement).⁵⁶ Dating back to the Case Management Conference on January 29, 2018,
7 this Court entertained receiving the assistance of a forensic accountant/evaluator. The
8 purpose of engaging such assistance was twofold: (1) to ascertain the character of Joi
9 Biz as a business independent *or* a part of Hawk Communications, LLC (through
10 detailed analysis of financial transactions for the business); and (2) if part of the
11 marital community, to ascertain the value of Joi Biz as an ongoing business concern.
12
13 Thus, this Court ordered that, if the parties were unable to jointly select a forensic
14 accountant/evaluator by February 16, 2018, Defendant pay to Plaintiff's designated
15 expert the sum of \$3,500 *by March 9, 2018*. Upon learning at the hearing on May 29,
16
17

18
19 ⁵⁵Although not argued by either party at the evidentiary hearing or in closing briefs, the
20 character of Joi Biz arguably should be defined under Georgia law in light of its formation while
21 the parties were domiciled in Georgia. *See* Exhibit 26. Although the business has been in
22 operation primarily while the parties have been domiciled in Nevada, Georgia law provides that
23 "property acquired as a direct result of the labor and investments of the parties during the
24 marriage is subject to equitable division." *Payson v. Payson*, 274 Ga. 231, 232, 552 S.E.2d 839
25 (2001), quoted by *Wright v. Wright*, 277 Ga. 133, 587 S.E.2d 600 (2003). Again, neither
26 party argued for the application of Georgia law at the evidentiary hearing or in closing briefs.

27 ⁵⁶In his Opposition to Plaintiff's Motion for Sanctions; and Defendant's Countermotion
28 for Summary Judgment, Sanctions and Attorney's Fees (Jul. 15, 2021), Defendant quoted this
29 Court's Domestic Court Minutes from April 24, 2018, which provide, in part: "Court noted
30 it would be Plaintiff's initial burden to show there was money which was not accounted for,
31 then the burden would be on Defendant to show why [and] how those are accounted for and
32 why there should not be an unequal division." This direction from the Court related to
33 Plaintiff's claim of *marital waste* committed by Defendant *and not* the issue of the character of
34 Defendant's business opened during the marriage. The waste issue and business issue were
35 distinct and separate issues, with different burdens imposed on the parties.

1 2018 that Defendant had failed to make this payment (*and receiving Defendant's*
2 *assurance to the Court that he would tender the payment within "a couple of days" thereof*), this
3 Court ordered that Defendant make the \$3,500 payment by May 31, 2018.⁵⁷ This
4 Court's directive was reiterated on August 18, 2020 (when the Court again learned that
5 Defendant still had yet to comply with prior orders).
6
7

8 Defendant failed to tender this court-ordered payment *until January 22, 2021 –*
9 *1,050 days after the original deadline ordered by the Court.* See Exhibit T. As a result
10 of the delay, however, the forensic accountant previously selected would no longer
11 accept a \$3,500 retainer payment. Thus, the record is devoid of a competent detailed
12 financial analysis of Joi Biz. Defendant had more than 1,000 days to comply with this
13 Court's orders and provide information (by way of a forensic assessment) to overcome
14 the presumption of marital or community property. He failed to do so. As such, the
15 Court adjudicates the Joi Biz business as a community asset as of the date of sale, the
16 Defendant having failed to overcome his burden to demonstrate otherwise.⁵⁸ The
17 Court should retain jurisdiction to enforce the division of this asset by way of
18 ascertaining the value thereof. Any valuation should include the production of all
19 relevant financial records, including bank statements and income tax returns.
20
21
22
23

24
25 ⁵⁷This Court's viewing of all prior law and motion hearings refreshed the Court's
26 recollection of the extent Defendant was dilatory in complying with the Court's prior directives
27 and was a reminder that neither the parties nor the Court should have been in this position in
28 2021.

⁵⁸To the extent Defendant believed that Joi Biz should be characterized as separate property, it behooved him (and he should have been incentivized) to engage timely the services of a forensic accountant consistent with the Court's prior directives.

1 In addition to the lack of any forensic evidence regarding the character and value
2 of Joi Biz, the Court learned that Defendant purportedly sold the business during the
3 pendency of these proceedings. Specifically, despite the existence of the Joint
4 Preliminary Injunction (Oct. 7, 2016), Defendant purportedly sold Joi Biz to his father
5 on December 26, 2017. *See* Exhibit 29. The terms of the "Business Sale Agreement"
6 include:
7

- 8 ■ Defendant's father assumes a \$100,000 liability "for prepaid yearly and
9 bi-yearly Seller prepaid customers."
10
- 11 ■ "Buyer will assume liability of \$50,000 for seller telecom providers."
12
- 13 ■ "Buyer will pay Seller \$10,000 cash at closing date."⁵⁹
14
- 15 ■ "Buyer will assume Seller liability to the IRS for the year 2016 totaling
16 \$21,000."
17
- 18 ■ "Buyer will assume Seller liability to the IRS for the year 2017 totaling
19 \$18,000."
20
- 21 ■ "Interest Rates will be 1.5% for a period of 30 years from the closure of
22 sale."⁶⁰
23
- 24 ■ With respect to "fair market value," both "parties agree to use fair market
25 value for all property related to this business sale agreement.
26 Furthermore, both parties agree to report the sale of this business to the
27 IRS within a timely manner."
28

Exhibit 29.

...

⁵⁹Despite this purported payment of \$10,000 while this matter was pending, Defendant still did not pay the court-ordered forensic evaluation fee.

⁶⁰It is difficult to ascertain the purpose of such an interest rate "for a period of 30 years" in light of the terms of the sale. It does not appear that anything was financed over such a period of time.

1 This Court received no further information regarding the “fair market value”
2 related to this transaction or proof that “the sale of this business” was reported “to the
3 IRS within a timely manner.” In an attached “Notice” dated *December 1, 2017* (which
4 pre-dates the purported sale of the business) from Defendant’s father, Defendant’s
5 father declared that he was “*a co-founder* of Hawk Communication (parent company
6 to JoiPhone, JoiBiz LLC and Hawk VoiP LLC) (Hawk). I co-found [sic] Hawk in
7 Atlanta back in 1999.” Exhibit 29 (emphasis supplied). The Notice concludes: “Lately
8 you got involve [sic] in a lengthy legal battle that took all your time which effect [sic]
9 your ability to manage and run Hawk. Under those circumstances, I decided to take
10 over the business so it will not collapse. Once you clear your legal battle and the
11 circumstances will change, I will reevaluate your role in *my* business.” *Id.*

12 This Court does not find this purported transaction to be a legitimate arms-
13 length transaction. Rather, the terms thereof wreak of a concerted effort to shield Joi
14 Biz from this Court’s evaluation of the character and value of the business, even to the
15 point of including language that is convenient to this litigation. For example, the
16 notion that Defendant’s father was a “co-founder” of these business entities is not
17 corroborated by independent documentation. To the contrary, such a claim is belied
18 by articles of organization for both Hawk Communication LLC and Joi Biz. Moreover,
19 the self-serving declaration that Joi Biz is a “sister” company of Hawk Communications
20 LLC is unsupported by any forensic analysis. Indeed, this entire transaction
21 undermines Defendant’s credibility regarding the character of this asset. Nevertheless,
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...

1 this Court recognizes that *Defendant's father is not a party to this litigation and this Court's*
2 *findings are limited to the financial relationship of Plaintiff and Defendant.*⁶¹
3

4 This Court finds credible that, at least prior to the date of the alleged sale of the
5 business to his father, Joi Biz was an asset of the marital community and each party is
6 entitled to receive one-half the value of the business as of the date of the purported sale
7 (*i.e.*, December 26, 2017). There is insufficient information, however, regarding the
8 value of the business. This Court does not consider Plaintiff's opinion testimony
9 regarding the value (*i.e.*, \$5,000,000) to be supported by substantial evidence and is
10 not inclined to accept this value. This Court retains jurisdiction to receive information
11 regarding the value thereof to effectuate the enforcement of the Decree.
12

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14 Three years was *more than sufficient time* to provide all factual information
15 necessary and to procure a forensic evaluation regarding the character and value of Joi
16 Biz. Yet, at the time of trial, both parties stood unprepared before the Court. But for
17 Defendant's failure to comply with this Court's prior orders regarding the payment of
18 fees for a forensic evaluation, this Court may have been in a better position to receive
19 this information. Defendant should be sanctioned pursuant to EDCR 7.60 for his
20 failure to timely comply with this Court's orders regarding the retention of a forensic
21 expert – *particularly considering his prior assurances in open Court that he would do so.*
22 Specifically, EDCR 7.60 provides, in relevant part, as follows:
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27 ⁶¹In April 2021, Plaintiff sought to join Defendant's father as part of this litigation. The
28 request was untimely, particularly considering the fact that this litigation has been pending
since 2016. Any attack by Plaintiff on the legitimacy of this transaction should be by way of
an independent action.

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

5 * * * *

6 (3) So multiplies the proceedings in a case as to increase
7 costs unreasonably and vexatiously.

8 * * * *

9 (5) Fails or refuses to comply with any order of a judge
10 of the court.

11 At the conclusion of the evidentiary hearing – and as one final attempt by the
12 Court to procure evaluative services for the benefit of the Court – this Court directed
13 the payment by each party of certain amounts towards the forensic analysis of Joi Biz.
14 *Not surprisingly*, the Court remains without an *admissible* forensic report regarding the
15 character or value of Joi Biz. Defendant's effort to introduce a report through
16 Defendant's Closing Arguments (Jul. 23, 2021) that was not admitted at the trial does
17 not cure this defect. This Court has maintained throughout these proceedings that, if
18 the parties are unable to stipulate to a forensic expert, Defendant must provide Plaintiff
19 with funds sufficient to select her own expert (recognizing that Defendant has the
20 financial wherewithal to select his own expert – and has, in fact, done so).

21 Defendant is responsible for failing to comply with the initial 2018 order to pay
22 \$3,500. As a result, the cost of these services has increased and Defendant should be
23 primarily responsible for these fees. Again, Defendant should be sanctioned for the
24 1,050 day delay in complying with the Court's orders. This Court finds that the

1 appropriate sanction should be \$100 for each day that Defendant failed to comply, or
2 \$105,000, payable to Plaintiff. This Court concurs with Defendant, however, that he
3 should be reimbursed the prior award of \$15,000 related to his defense of the
4 Prenuptial Agreement. In this regard, this initial award of \$15,000 in fees was
5 premised on offers of proof made by Plaintiff that were not supported by the evidence
6 at the evidentiary hearing. *See* EDCR 7.60. Thus, the total sanction should be reduced
7 to \$90,000. However, \$80,000 of this sanction should be stayed and purged upon
8 Defendant's payment of \$10,000 (the purported cash amount he received for the sale
9 of the business) to a mutually agreed upon forensic expert within 14 days of this
10 Decree. If the parties are unable to agree upon such an expert, \$6,500 should be paid
11 to a forensic expert of Plaintiff's choice within 14 days of this Decree, along with the
12 \$3,500 previously paid to Anthem Forensics.⁶²

13 IV. CHILD SUPPORT

14 Pursuant to NAC 425.110, any order for child support "must be based on the
15 obligor's earnings, income and other evidence of ability to pay." *See also* NAC 425.120
16 (monthly gross income of each obligor to be based on "all financial or other
17 information relevant to the earning capacity of the obligor"). Pursuant to NAC
18 425.115(3):

19 If the parties have joint physical custody of a child, the child
20 support obligation of each party must be determined. After each party's

21 ⁶²It is this Court's understanding that the \$3,500 finally paid by Defendant to Anthem
22 Forensics in January 2021 is refundable. However, it appears that Anthem Forensics
23 understandably desires to have no further involvement in this matter.

1 respective child support obligation is determined, the child support
2 obligations must be offset so that the party with the higher child support
3 obligation pays the other party the difference.

4 Finally, child support is calculated pursuant to the formula set forth in NAC 425.140.

5 To calculate child support, the Court must determine each party's gross monthly
6 income. The resulting difference is the monthly support to be paid by the higher-
7 earning parent to the lower-earning parent. The evidence admitted into the record
8 regarding each party's income was extremely limited. Although this Court finds both
9 parties' representations regarding income dubious at best, the record created by both
10 parties leaves the Court with only their sworn declarations of income set forth in their
11 Financial Disclosure Forms. *See* Court's **Exhibit 1**. Although this Court believes that
12 there is a basis to consider the imputation of income, the record is so deficient that the
13 Court is unable to make cogent finds with respect to the specific factors set forth in
14 NAC 425.125(2)(a) to make such a determination. Accordingly, this Court is left to
15 rely on their claims, as *incredible* as they may be, for the purpose of calculating child
16 support.⁶³

17 Based on the record established by the parties, the Court defines Plaintiff's gross
18 monthly income as \$1,132 and Defendant's gross monthly income as \$3,000. The
19 resulting child support amount to be paid by Defendant to Plaintiff, commencing
20 August 1, 2021, is \$332.00 per month.

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27 ⁶³This Court does not find Plaintiff's representations regarding business expenses
28 credible. This Court does not find Defendant's representations that he earns only \$3,000 per
 month (while living on a large ranch-style property) credible.

1 The parties' child has benefitted from prior private school education. Unless the
2
3 parties agree to maintain the child in a private school, the child should attend a public
4 school for the 2021-22 school year.⁶⁴ The parties should equally bear the cost of the
5 child's extracurricular activity expenses to which the parties agree. The Court finds
6 that the support orders will serve the best interest of the child. Finally, both parties
7 should maintain health insurance for the minor child if available at a reasonable cost,
8 with the Court retaining jurisdiction regarding whether the cost thereof should result
9 in a downward adjustment of child support. All unreimbursed medical, dental, vision
10 and prescription expenses pertaining to the child should be divided equally by the
11 parties, pursuant to the "30-30 Rule".
12

13
14 V. ATTORNEY'S FEES
15

16 This Court concludes that NRS 125.040 provides, in relevant part, as follows:

17 1. In any suit for divorce the court may, in its discretion, upon
18 application by either party and notice to the other party, require either
19 party to pay moneys necessary to assist the other party in accomplishing
20 one or more of the following:

21 * * * *

22 (c) To enable the other party to carry on or defend such
23 suit.

24 NRS 125.150 adds as follows:

25 4. Except as otherwise provided in NRS 125.141, whether or not
26 application for suit money has been made under the provisions of NRS
27

28

⁶⁴Neither party has presented evidence that would allow this Court to even consider making education decisions pursuant to *Arcella v. Arcella*, 133 Nev. 868, 407 P.3d 341 (2017).

1 125.040, the court may award a reasonable attorney's fee to either party
2 to an action for divorce.

3 The analysis of the issue of fees should include consideration by the Court of
4 any offers tendered by either party to allow the entry of a decree concerning property
5 rights pursuant to NRS 125.141. Neither party has suggested that they made such an
6 offer to the other party. Moreover, specific information regarding the total amounts
7 paid and the source of such payments is necessary. The Court's **Exhibit I** includes
8 each party's sworn declarations regarding amounts paid for fees. The Court finds the
9 information contained therein is incomplete and dated at best. In Defendant's Closing
10 Arguments (Jul. 23, 2021), Defendant represented that he has paid a total of
11 approximately \$180,000 in attorney's fees. Although this Court finds that Defendant
12 is in a superior financial position, the Court received no information from Plaintiff
13 regarding the total amount she has paid in fees. Apart from the sanctions referenced
14 above, there is not a sufficient legal or factual basis to award either party fees. *See*
15 *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). This
16 Court is not inclined to award fees to either party based on the record.
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21 Based on the foregoing Findings of Fact, and Conclusions of Law, and good
22 cause appearing therefor,
23

24 It is hereby ORDERED, ADJUDGED, and DECREED that an absolute
25 DECREE OF DIVORCE is hereby GRANTED and the bonds of matrimony are hereby
26 DISSOLVED and the parties are returned to the status of single, unmarried
27 individuals.
28

1 It is further ORDERED that neither party shall do anything which shall estrange
2 the child from the other party, nor impair the natural development of the child's love
3 and respect for each parent.
4

5 LEGAL CUSTODY PROVISIONS

6 It is further ORDERED that Plaintiff and Defendant shall share joint legal
7 custody of the child. These custody provisions shall entail the following:
8

9 Neither parent shall do anything which shall estrange the child from the
10 other parent nor impair the natural development of the child's love and
11 respect for each of the parents, nor disparage the other parent or
12 undermine the parental authority or discipline of the other's household.
13 Additionally, each parent shall instruct their respective family and friends
14 that no disparaging remarks are to be made regarding the other parent in
15 the presence of the child. Neither parent shall use contact with the child
16 as a means of obtaining information about the other parent. The parents
shall consult and cooperate with each other in substantial questions
relating to religious upbringing, educational programs, significant changes
in social environment, and health care of the child.

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

19 All schools, health care providers, day care providers, and counselors shall
20 be selected by the parties jointly. In the event that the parties cannot
21 agree to the selection of a school, the parties shall attend mediation
and/or seek relief from the Court.

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

26 Except in the case of an emergency, where both parents shall be obligated
27 to immediately contact the other parent via a more efficient, immediate
28 means of contact, the parents shall communicate through Our Family
Wizard. The parties will utilize the calendaring function of this
Application for all matters related to the child's activities, vacations,

1 events, and other appropriate information. The parties will further utilize
2 the financial reimbursement tool for all financial requests related to the
3 sharing of the child's expenses pursuant to any Order issued in that
4 regard.

5 Each parent is responsible for and authorized to obtain information
6 concerning the well-being of the child, including, but not limited to,
7 copies of report cards; school meeting notices; vacation schedules; class
8 programs; requests for conferences; results of standardized or diagnostic
9 tests; notice of activities involving the child; samples of school work;
10 order forms for school pictures; and all communications from health care
11 providers. Both parties should obtain educational information
12 individually through the school's information portal.

13 Both parents may participate in activities for the child, such as open
14 houses, attendance at an athletic event, etc.

15 Each parent shall provide the other parent with the address and
16 telephone number at which the minor child resides, and shall notify the
17 other parent within 2 days prior to any change of address and provide the
18 telephone number as soon as it is assigned.

19 Each parent shall provide the other parent with a travel itinerary and,
20 whenever reasonably possible, telephone numbers at which the child can
21 be reached whenever the child will be away from the parent's home for
22 any period more than 1 night.

23 Neither parent shall interfere with the right of the child to transport his
24 clothing and personal belongings freely between the parties' respective
25 homes.

26 Day to day decisions including but not limited to bedtime, homework
27 and day-to-day social activities customary for the age of the child and
28 maturity, shall be made by the parent having actual physical custody of
the child.

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

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PHYSICAL CUSTODY PROVISIONS

It is further ORDERED that Defendant and Plaintiff shall share joint physical custody of their minor child, with a week-on/week-off schedule, commencing August 2, 2021, at 3:00 p.m. In this regard, it is further ORDERED that the parties shall exchange custody weekly at 3:00 p.m. on Mondays thereafter. It is further ORDERED that Defendant shall exercise the first one-week block.

It is further ORDERED that the receiving party for custody is responsible for transportation. Thus, if school is not in session, the receiving parent is responsible to collect the child from the other parent's home on their designated visitation days. When school is in session, school shall be utilized for the transition of custodial time from one parent to the other. Thus, if Plaintiff is scheduled to begin her custody week, only the Plaintiff should be present at the school when school lets out the Monday to begin her week. Likewise, if Defendant is scheduled to begin his custody week, only Defendant should be present at the school when school lets out on the Monday to begin his week.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that NRS 125C.006 is applicable:

NRS 125C.006 Consent required from noncustodial parent to relocate child when primary physical custody established; petition for permission from court; attorney's fees and costs.

1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place 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

1 the child, and the custodial parent desires to take the child with him or
2 her, the custodial parent shall, before relocating:

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

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

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

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

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

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

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that NRS
16 125C.0065 is applicable:

17 Consent required from non-relocating parent to relocate child
18 when joint physical custody established; petition for primary physical
19 custody; attorney's fees and costs.

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

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

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

1
2 2. The court may award reasonable attorney's fees and costs
3 to the relocating parent if the court finds that the non-relocating parent
4 refused to consent to the relocating parent's relocation with the child:

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

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

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

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
13 are on notice:

14 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
15 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF
16 THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS
17 PROVIDED IN NRS 193.130. NRS 200.359 provides that every person
18 having a limited right of custody to a child or any parent having no right
19 of custody to the child who willfully detains, conceals, or removes the
20 child from a parent, guardian or other person having lawful custody or a
21 right of visitation of the child in violation of an order of this court, or
22 removes the child from the jurisdiction of the court without the consent
23 of either the court or persons who have the right to custody or visitation
24 is subject to being punished for a category D felony as provided in NRS
25 193.130.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms of
27 the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague
28 Conference on Private International Law apply if a parent abducts or wrongfully retains
a child in a foreign country as follows:

If a parent of the child lives in a foreign country or has significant
commitments in a foreign country:

...

1 The parties may agree, and the court shall include in the order for
2 custody of the child, that the United States is the country of habitual
3 residence of the child for the purposes of applying the terms of the Hague
4 Convention as set forth in Subsection 7.

5 Upon motion of the parties, the court may order the parent to post a
6 bond if the court determines that the parent poses an imminent risk of
7 wrongfully removing or concealing the child outside the country of
8 habitual residence. The bond must be in an amount determined by the
9 court and may be used only to pay for the cost of locating the child and
10 returning him to his habitual residence if the child is wrongfully removed
11 from or concealed outside the country of habitual residence. The fact that
12 a parent has significant commitments in a foreign country does not create
13 a presumption that the parent poses an imminent risk of wrongfully
14 removing or concealing the child.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United
16 States is the country and Nevada is the State of habitual residence of the minor child
17 herein.

18 It is further ORDERED that Defendant shall pay child support to Plaintiff,
19 commencing August 2021, in the amount of \$332.00 per month. It is further
20 ORDERED that such child support is due and payable by the 15th day of each month
21 thereafter. The parties shall equally bear one-half of the cost of the child's
22 extracurricular activities, for any activities agreed upon by the parties.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties
24 shall maintain health insurance coverage for the child if available at a reasonable cost.
25 Pursuant to NAC 425.135, the child's unreimbursed medical expenses, including
26 psychiatric, dental and optical costs, which are not covered by said insurance, shall be
27 equally borne by the parties. The parties will abide by the "30/30" rule for
28 unreimbursed medical expenses as follows: Any party incurring an out-of-pocket

1 expense relating to the child will provide a copy of any paperwork regarding that visit
2 within 30 days of the visit, along with a request for contribution for the other parent's
3 respective share of any out-of-pocket payment actually made by that parent, to the
4 other party. Upon receipt of a request for contribution for the other parent's respective
5 share of any out-of-pocket expense by a party on behalf of the child, the other party
6 will reimburse the requesting party in the amount requested within 30 days of receipt
7 of the request for contribution. Upon receipt of reimbursement from any insurance
8 carrier by either party, and if the other party previously paid a portion of the payment
9 resulting in the reimbursement, the party receiving the reimbursement shall divide said
10 reimbursement according to each parent's respective share, with the other party within
11 30 days of receipt of same. These provisions shall continue until such time as each
12 child (1) becomes emancipated; or (2) attains the age of eighteen (18) years, the age
13 of majority, unless the child is attending secondary education when the child reaches
14 eighteen (18) years of age, in which event said child support shall continue until each
15 child graduates from high school or attains the age of nineteen (19) years; or (3) upon
16 further Order of the Court or agreement of the parties.
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22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to
23 NRS 125B.145(1) and (4):
24

25 1. An order for the support of a child must, upon the filing of a
26 request for review by:

27 (a) The Division of Welfare and Supportive Services of the
28 Department of Health and Human Services, its designated representative
or the district attorney, if the Division of Welfare and Supportive
Services or the district attorney has jurisdiction in the case; or

1 (b) A parent or legal guardian of the child, be reviewed by the
2 court at least every 3 years pursuant to this section to determine whether
3 the order should be modified or adjusted. Each review conducted
4 pursuant to this section must be in response to a separate request.

5 * * * *

6 4. An order for the support of a child may be reviewed at any time
7 on the basis of changed circumstances. For the purposes of this
8 subsection, a change of 20 percent or more in the gross monthly income
9 of a person who is subject to an order for the support of a child shall be
10 deemed to constitute changed circumstances requiring a review for
11 modification of the order for the support of a child.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
13 shall submit the information required in NRS 125B.055, NRS 125.130 and NRS
14 125.230 on a separate form to the Court and the Welfare division of the Department
15 of Health and Human Services within ten days from the date this Decree is filed. Such
16 information shall be maintained by the Clerk in a confidential manner and not part of
17 the public record. The parties shall update the information filed with the Court and
18 the Welfare Division of the Department of Health and Human Services within ten days
19 should any of that information become inaccurate. The parties acknowledge that the
20 above refers to the Eighth Judicial District Court, Family Division, located at 601
21 North Pecos, Las Vegas, Nevada 89101, and to the Welfare Division located at 3120
22 East Desert Inn Road, Las Vegas, Nevada 89121.

23 It is further ORDERED that Defendant shall assume, and hold Plaintiff harmless
24 and indemnify her from, the following obligations:

- 25 1. Any debts secured by or associated with the assets in his name.
26 2. Any and all credit cards in his name alone.

1 3. Any debts in his name alone.

2
3 It is further ORDERED that Plaintiff shall assume, and hold Defendant harmless
4 and indemnify him from, the following obligations:

5 1. Any debts secured by or associated with the assets in her name.

6
7 2. Any and all credit cards in her name alone.

8 3. Any debts in her name alone.

9 It is further ORDERED that each party is awarded a one-half interest in Joi Biz
10 as of December 26, 2017 (the date of the sale of the business). It is further ORDERED
11 that Defendant pay to Plaintiff one-half the determined value of Joi Biz. It is further
12 ORDERED that Plaintiff's one-half interest in the value as of the date of sale shall be
13 reduced to judgment in Plaintiff's favor as of the date of the sale, accruing interest
14 thereon at the legal rate. It is further ORDERED that the Court retains jurisdiction
15 to receive information from a forensic evaluator regarding the value of the business and
16 to effectuate the division thereof.

17
18 It is further ORDERED that Defendant is sanctioned the sum of \$90,000 for his
19 failure to comply with this Court's prior orders. It is further ORDERED that \$80,000
20 of this sanction is stayed and will be vacated upon Defendant's payment of \$10,000
21 to a mutually agreed upon forensic expert within 14 days of this Decree. It is further
22 ORDERED that, if the parties are unable to agree upon such an expert, \$6,500 shall
23 be paid to a forensic expert of Plaintiff's choice, along with the \$3,500 previously paid
24 to Anthem Forensics.
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1 It is further ORDERED that any personal property in each party's possession,
2 including jewelry, clothing and personal belongings, is confirmed to each party as their
3 separate property respectively. It is further ORDERED that Plaintiff is awarded as her
4 sole and separate property any vehicles in her possession. It is further ORDERED that
5 Defendant is awarded as his sole and separate property any vehicles in his possession.
6
7

8 It is further ORDERED that Plaintiff's Motion for Sanctions, Attorney's Fees
9 and Costs and Other Related Relief (Jun. 9, 2021), Plaintiff's Motion to Place Matter
10 on Calendar for Discussions Re: Forensics Business Evaluation (Jun. 22, 2021),
11 Plaintiff's repetitive Motion to Place Matter on Calendar for Discussions Re: Forensics
12 Business Evaluation (Jul. 6, 2021), and Defendant's Countermotion for Summary
13 Judgment, Sanctions and Attorney's Fees (Jul. 22, 2021) are DENIED. It is further
14 ORDERED that any exhibits attached by either party to the foregoing papers or to
15 their closing briefs are STRICKEN.
16
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18 DATED this 26th day of July, 2021.
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22 _____
23 BRYCE C. DUCKWORTH
24 DISTRICT COURT JUDGE
25 DEPARTMENT Q
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EXHIBIT 1

Egosi FDFs

Plaintiff

Date	9/28/16	3/10/17	4/20/17	5/16/17	5/22/17
Age	44	45	45	45	45
Total income	0.00	\$1,000 (SS)	1,300 (300 clean/babysit)	2,513.33 (same, adds \$1,213.33 in income)	Same
Total expenses	2,295	1,982.50	1,992.50	2,257.50	Same
Rent/mortgage	1,050	680	755	Same	Same
Assets	Unknown	Lists several accounts, Hawk Communications, JoiBiz and 2004 Dodge Durango	Same, adds RV Trailer, Safe Deposit Box, jewelry	Same	Same, adds house in Brazil (\$151,938.53)
Debts	Unknown	Lists several credit accounts totaling \$12,816.37	Same	Same	Same
Attorney Fees	3,500	\$39,400.43	50,965.73 (7,987.80 owed)	51,965.73 (17,550 owed)	Same
Other			Attaches separate sheet with debts totaling 70,096.52 (including loan from Leslie Benish for all fees)	Same, more for fees	Same

Plaintiff, continued

Date	6/7/17	6/28/18	4/16/19	10/4/19	10/10/19
Age	45	46	46	48	48
Total income	2,270.67 (income reduced to \$970.67)	2,586.67 ¹ (\$1,386.67 in income; \$200 clean, babysit)	\$1,300 + \$1,702	1,300 + 1,343 in business income ²	1,000 (\$S) + same business income)
Total expenses	2,127.50	1,837	2,279	1,728	Same
Rent/mortgage	Same	850	860	Same	Same
Assets	Same	Same	Same	Same	Same
Debts	13,037.65	75,716.71 (loan from Plotkin for \$20,000)	110,288.53 (\$55,000 from Plotkin)	111,712	Same
Attorney Fees	67,965.73 (18,335.45 owed)	8,283 (4,056.14 owed + 75,000 to prior attorney)	Blank	14,268 (14,567.50 owed)	Same
Other	Same, increased to 52,965.73 for fees	Additional debts w/ grand total of \$87,027.16	Attaches 3 earnings statements	Bank statements for Maid business attached	Bank statements attached

¹Attaches 5/25/18 payroll statement showing income of \$640 for 64 hours of work (\$10/hour). Appears to be first paycheck.

²Business income is unclear. Average gross monthly income is listed as \$1,500. The "12 Month Average" for expenses is \$1,878.33. Expenses listed are yearly, monthly and due every 6 months. Thus, the monthly average is unclear. The amount referenced above used the "12 Month Average" expenses divided by 12 months.

Plaintiff, continued

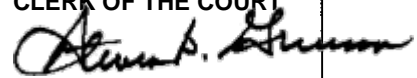
Date	7/13/20	4/13/21	5/18/21
Age	48	49	49
Total income	2,300 in gross business income, less expenses of 1,202	3,500 in gross business income, less expenses of 2,388	Same
Total expenses	891	1,746.22	Same
Rent/mortgage	0	Same	Same
Assets	Same, but "not sure" of value of house in Brazil	Similar	Similar, but adds 2017 Chevy Equinox, safe deposit box, Joi Biz, Yeb communication and 8301 Unicorn Street
Debts	127,295.29 (\$70,000 from Plotkin)	Not totaled (\$112,000 from Plotkin)	Not totaled (\$126,825 from Plotkin)
Attorney Fees	15,523 (6,506.77 owed to prior attorney)	Blank	Blank
Other	P&L attached: \$23,484 in income through July 13, 2020; \$7,582 in expenses	2019 tax return attached	

Defendant

Date	10/31/16	3/22/17	7/10/18	8/22/19	10/4/19	1/22/21
Age	39	39	41	42	42	42
Total income	\$8,933	Same	5,750 ³	Same	4,620 (3,000 in monthly income)	3,000
Total expenses	5,507 ⁴	5,475	5,880	3,880	2,880	2,430
Rent/mortgage	2,300	2,500	Same	1,250	Same	1,300
Assets	2004 Dodge Durango, RV Trailer, Furniture, Jewelry, checking account	Same	Same	Same	Same	Same
Debts	15,146 to IRS for 2015 liability		34,757 (includes 18,500 to parents)	53,877 (38,550 to parents)	56,377 (41,000 to parents)	Same
Attorney Fees	5,000	\$34,000	13,000	Blank	Blank	Nothing attached
Other					Includes 3 monthly payroll statements	

³Includes \$3,000 in monthly income and \$2,750 in income from other sources. Lists \$2,500 from an adult in the household who contributes to household expenses (p. 4).

⁴Lists \$3,245 in child-related expenses, including \$2,400/month for child care.



1 NOAS
2 YOAV EGOSI
3 5546 Camino Al Norte, #2-276
4 No. Las Vegas, NV 89031
5 (305) 356-2490
6 joelaw@egosimail.com
7 DEFENDANT IN PROPER PERSON

8 **DISTRICT COURT**
9 **FAMILY COURT**
10 **CLARK COUNTY, NEVADA**

11 PATRICIA EGOSI,

12 Plaintiff,

13 vs.

14 YOAV EGOSI,

15 Defendant,

Case No.: D-16-540174-D
Dept.: Q

16 **NOTICE OF APPEAL**

17 Notice is hereby given that YOAV EGOSI, Defendant above named, hereby
18 appeals to the Supreme Court of Nevada from the final Decree of Divorce entered in this
19 action on the 26th day of July 2021.

20 DATED this 24th day of August 2021.



21 YOAV EGOSI
22 5546 Camino Al Norte, #2-276
23 No. Las Vegas, NV 89031
24 (305) 356-2490
25 Plaintiff in Proper Person

26
27 Prepared By:
28 Registrant: M. Hope Samworth
No. NVDP20175271154