

IN THE SUPREME COURT OF THE STATE OF NEVADA

YOAV EGOSI,

Appellant,

v.

PATRICIA EGOSI, N/K/A
PATRICIA LEE WOODS,

Respondent.

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Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court No.: 83454
District Court Case No.: D-16-540174-D

CHILD CUSTODY FAST TRACK RESPONSE

1. Name of Party filing this fast response:

Patricia Egosi

2. Name, law firm, address, and telephone number of attorney submitting this fast track response:

Amy A. Porray, Esq.
Nevada Bar Number 9596
McFarling Law Group
6230 W. Desert Inn Road
Las Vegas, NV 89146
(702) 565-4335

3. Proceedings raising same issues. If you are aware of any other appeal or original proceeding presently pending before this court, which raise the same legal issue(s) you intend to raise in this appeal, list the case name(s) and docket number(s) of those proceedings:

N/A

4. Procedural history. Briefly describe the procedural history of the case:

Appellant, Yoav Egosi has sufficiently stated the procedural history.

5. Statement of facts. Briefly set forth the facts material to the issues on appeal:

Yoav appeals from the district court's Findings of Fact, Conclusions of Law, and Decree of Divorce (Decree) of July 26, 2021. 14 JA 574-15 JA 467.

Patricia and Yoav Egosi executed a premarital agreement in August 2008 in Georgia. 1 JA 11. On the date the premarital agreement was executed, Yoav disclosed one business, Hawk Communications, LLC dba Joy Phone, which was a residential phone service. 5 JA 409 No value was placed on the business. *Id.* Subsequently, Patricia filed for divorce, and the parties had a trial on the premarital agreement's validity. At trial, Yoav called a legal expert, Shiel Edlin, Esq., to testify about Georgia premarital agreement law. 15 JA 582.

The court found that it could enforce the premarital agreement, but it must narrowly tailor it to cover only those assets that were disclosed at the time it was executed. *Id.* at 583. Regarding Hawk Communications, the court found that despite the fact it had not been valued, Patricia had worked for the business, had access to areas of the business, and had experienced the lifestyle the business afforded her. 5 JA 409-12. Therefore, the premarital agreement was not invalidated for lack of disclosure of Hawk's value. *Id.* at 412.

The court found that, under Georgia law, any businesses formed post-marriage were not subject to the premarital agreement's protection. 6 JA 432. Accordingly, the parties' business, JoiBiz, which was formed in November 2009, was not protected by the premarital agreement. 19 JA 1025-26, 1091-92.

The district court ordered Yoav to complete a business evaluation of JoiBiz in 2017, which was never done. 19 JA 1033, 1104. The court again ordered that JoiBiz be valued in January 2018 and, yet again in May 2018. *Id.* at 1107-08. At the time the court ordered the valuation, he was to pay \$3,500 to Anthem Forensics for the valuation. The purpose of the valuation was to determine: (1) if JoiBiz was an independent business or an alter ego of Hawk Communications, and (2) if community property, to ascertain its value. 15 JA 625.

During a May 2018 hearing, Yoav assured the court that he would tender payment to Anthem for the valuation. 15 JA 626. After the court's written decision on the premarital agreement, Yoav appealed. 6 JA 457, 45 JA 549. However, unbeknownst to Patricia and the court Yoav sold JoiBiz to his father for \$10,000. The court later found that it was not an arm's length transaction. 15 JA 628. In its Decree, it stated that it was "a concerted effort to shield JoiBiz from th[e] Court's evaluation of the character and value of the business, even to the point of including language . . . convenient to this litigation." *Id.*

When the parties appeared before the court in August 2020, following remand from appeal, the district court reiterated that Yoav had to pay \$3,500 for the business evaluation. *Id.*

The parties proceeded to trial on the financial issues, which consisted of JoiBiz. At trial, Yoav called Brett Slade, a CPA, as a witness to offer testimony regarding the character and value of JoiBiz, LLC. 15 JA 603. Slade was untimely disclosed. 15 JA 603; *see also*, 15 JA 555. However, the district court allowed Slade to testify because there was no other evidence of JoiBiz's value. Upon Slade entering the courtroom, the district court realized that it knew Slade's father. 15 JA 603. The district court could not consider Slade's testimony because of bias. *Id.* It then ordered the parties to comply with its previous order to engage Anthem Forensics for the business valuation and submit closing briefs including Anthem's report. 15 JA 603-04.

No business valuation was ever completed. Accordingly, the court ultimately found that, on the date Yoav sold JoiBiz to his father, JoiBiz was community property, and Yoav had not overcome his burden to prove otherwise. *Id.* at 626.

The court also sanctioned Yoav for not obtaining a business valuation in violation of its orders. He was sanctioned \$100 for each day of noncompliance, or \$105,000. *Id.* at 631. However, sanction was reduced by \$15,000 for attorney's fees

previously paid to Patricia, then reduced by \$80,000 so long as he paid \$10,000 to a forensic expert to value JoiBiz. *Id.* at 631.

The parties also had a minor child. At the time the complaint was filed the child was two years old but was nearly seven by the time of the court's Decree. 14 JA 576. The parties initially stipulated to joint legal custody with an outsourced evaluation regarding physical custody to be done by Dr. Paglini. 14 JA 578. The district court continuously expressed grave concerns with the ability of either parent to safely parent their child. 15 JA 579. Following many heavily contested proceedings, the district court finally received Dr. Paglini's outsourced custody evaluation. *Id.* at 581. Dr. Paglini stated that it was "with reluctance" that he concluded that Yoav should be awarded primary physical custody, to which the district court recognized that Dr. Paglini was "looking at the lesser of two evils in some respects." *Id.* at 581, 607. Regarding Patricia, Dr. Paglini reported that she had anger issues, drug use, and a prostitute lifestyle. *Id.* at 605. However, Dr. Paglini reported that these factors were highly dependent on Patricia's marriage to Yoav and because of her relationship insecurities. *Id.* at 606.

Subsequently, Yoav was awarded sole legal and physical custody in September 2017 at a hearing where Patricia was not present because she was incarcerated at the Clark County Detention Center for violating a temporary protection order that Yoav obtained against her. 17 JA 767.

Patricia moved to modify custody in 2020, and the parties' custody modification trial took place over two days in 2021. At trial, Patricia testified that she used incarceration to better herself, took classes, got drug treatment, took anger management classes and worked to change her life. 17 JA 787-88, 857-58. Upon release, Patricia took domestic violence classes, she was never again arrested for or convicted of any crime, nor had she used any drugs, and all of her drug tests were negative. *Id.* at 768-74. Patricia did 18 months of drug treatment, discontinued the bipolar medication that Yoav had forced her to take, and the doctors told her she did not need. *Id.* at 792-94, 852-54. She obtained treatment for Yoav's rejection, heartbreak and being broken. *Id.* at 793-94. She overcame her issues, was proud of herself, able to deal with stress, and was no longer the Patricia of 2017. *Id.* at 794. She obtained two jobs, including starting a business as a housekeeper. *Id.* at 811-12. Patricia was able to provide Ben with everything that he needed, including his shelter, vegetarian food, and clothing. *Id.* at 816.

The visitation supervisor testified that Patricia was a wonderful mother, and it was clear that Ben loved being with her. 18 JA 930-35. Yoav, however, would persistently try to get information about Patricia visits with Ben from her. *Id.* at 935. Yoav was pushing for something bad to have happened when, in reality, "it was a good day and Ben was safe the entire time." *Id.* at 936. Ultimately, Yoav fired her for not giving bad reports about Patricia. *Id.* at 939-40.

The district court found that the substantial change in circumstances that affected the child's welfare were Patricia's improvements to her mental stability, completion of parenting classes, the patch program, substance abuse counseling, anger management classes, successfully dealing with addiction issues, obtaining employment, and opening her own business. 15 JA 609. Patricia had significantly improved her situation, which affected the child's welfare. *Id.*

The district court recognized that, in its original 2017 custody order, it did not make specific best interest findings. 15 JA 609, n48, 608. The order did not even reference NRS 125C.0035. *Id.*

Therefore, after finding that Patricia met her burden of showing a substantial change in circumstances, the district court made detailed findings under NRS 125C.0035 and concluded that the child's best interests were served by modifying legal custody to joint legal custody and modifying physical custody to joint physical custody with a week-on-week-off schedule. *Id.* at 610-20.

6. Issues on appeal. State concisely the principal issue(s) in this appeal:

- A. Did the district court refuse to allow Yoav to present his case?
- B. Did the district court err by sanctioning Yoav for delays in obtaining the business valuation?
- C. Did the district court err when modifying custody?
- D. Did the district court err regarding the premarital agreement?

- E. Did the district court improperly shift the evidentiary burden to Yoav?
- F. Did the district court err by excluding Yoav's financial forensic expert?

7. Legal argument, including authorities:

A. Standard of Factual Review.

It is axiomatic that this Court

presume[s] that the [trial court's] decision is supported by evidence and will only consider arguments which specifically state how the evidence was not sufficient. 'It should not be expected that we will comb the record in such a situation, [where the record is voluminous] to ascertain if the evidence sustains the finding.'

Young v. Nev. Title Co., 103 Nev. 436, 440, 744 P.2d 902, 904 (1987). (Internal citations omitted). When a party has not met its burden to point out how the evidence on a contested finding was insufficient, this Court affirms the district court's findings. *Id.*

During the trial, the district court informed the parties that, in preparation of its decree of divorce, it had begun watching every hearing in the case, starting with November 2016. 19 JA 1023. And, in fact, the district court made extensive findings of fact and conclusions of law in rendering its decision. The district court's Findings of Fact, Conclusions of Law, and Decree of Divorce (Decree) states that the district court reviewed each law and motion hearing in its entirety. 14 JA 577.

Yoav's fast track statement is nearly devoid of facts supporting his arguments. There are few citations to the record. This Court's axiomatic principle that the

district court's decision was well supported by evidence until specifically shown otherwise should guide this Court's decision here.

B. The District Court Did Not Refuse To Allow Yoav The Opportunity To Present Evidence And Call Witnesses.

A trial judge has wide discretion in how they “wish to conduct a trial”. *Young v. Nev. Title Co.*, 103 Nev 436, 441, 744 P.2d 902, 904-05 (1987). Trial judges must also, “accord to every person who legally interested in a proceeding, or [their] lawyer, full right to be heard according to law. . . .” Nev. Code Jud. Conduct 3A(4). However, a judge “also should dispose promptly of the business of the court.” *Young*, at 441, 744 P.2d at 904-05, citing Canon 3A(5).

The district court told the parties that each side had three hours to present its case, and that cross-examination, and not just their case-in-chief, counted toward their time. Yoav was allowed a full and fair cross examination of every witness. 18 JA 941-51, 17 JA 880, 914, 923. Yoav asked for a directed verdict—twice—once at the close of Patricia's case in chief and again after he cross-examined Patricia. 17 JA 873, 18 JA 953. Asking for a directed verdict clearly signaled that Yoav believed that there was no need for him to present any case in chief.

Only once the district court denied Yoav a directed verdict did Yoav state that there was one hour left, and he had not yet put on his case in point. 18 JA 954. Yoav put on his case in chief and then stated that he had “*enough testimony*” and passed

the witness. (emphasis added). *Id.* at 117. Yoav’s counsel reserved his remaining time for his closing argument. *Id.* at 992.

Yoav never made a record that he did not have enough time, that he was denied adequate time to put on his case, or that he had additional witnesses to call. He was given the same amount of trial time as Patricia. Accordingly, his argument fails.

C. The District Court Did Not Err by Sanctioning Yoav for Delays In Obtaining The Business Valuation.

A court may impose reasonable sanctions on a party who multiplies the proceedings in a case unreasonably and vexatiously or refuses to comply with a court order. EDCR 7.60.

The district court ordered Yoav to complete the business valuation time and again throughout the litigation.¹ 19 JA 1033, 1104, 1107-08, 15 JA 626. It was never done.

In the Decree the court stated that it reviewed all “prior law and motion hearings” to refresh its recollection that Yoav had been dilatory and not complied with court orders. 15 JA 626. Yet the district court’s sanction only amounted to Yoav having to pay \$10,000 for a forensic valuation of JoiBiz—the same money that he

¹ Instead, Yoav submitted Slade’s report, which the court previously ordered was inadmissible. The court had to strike the exhibit. 15 JA 630.

received from his father when he sold the business. The district court did not abuse its discretion by sanctioning Yoav the amount of money needed to complete the business valuation it had ordered him to complete for five years.

D. The District Court Did Not Err When It Made Its Custody Decisions.

This Court reviews the district court's custody decisions for an abuse of discretion. *Romano v. Romano*, 138 Nev. Adv. Rep. 1, ___ P.3d ___ (2022).

1. The district court correctly found that there was a substantial change in circumstances affecting the welfare of the child.

The party moving to modify custody must show a substantial change in circumstances affecting the welfare of the child. *Romano v. Romano*, 138 Nev. Adv. Rep. 1, ___ P.3d ___ (2022). The critical finding is whether a changed circumstance—even with regard to a parent—affects the welfare of the children. *Maurice v. Maurice*, 2022 WL 214014, unpublished (Ct. App. Nev. 2022) (concluding that a parent's changed work schedule can amount to a substantial change in circumstances affecting the welfare of the child).

The district court made incredibly specific findings showing how the circumstances had substantially changed, which affected the welfare of the child. The district court found that, in contrast to when the litigation began, Patricia had improved her mental stability, completed parenting classes, the patch program,

substance abuse counseling, anger management classes, successfully dealt with addiction issues, obtained employment, and opened her own business. 15 JA 609. Patricia had significantly improved her situation, and all of those factors affected the child's welfare. *Id.* For Ben to have Patricia as his joint physical parent, in contrast with how she was in 2016-17, certainly affected his welfare.

Further, Dr. Paglini concluded that Patricia's lack of suitability for joint physical custody was dependent on then-existing factors. Those factors were because of her marriage, Yoav's controlling behavior, their lifestyle, and drug use. Patricia sought treatment for all issues preventing her from exercising joint physical custody. She then sought modification.

To accept Yoav's argument would mean that there would be nothing that Patricia could do to obtain joint physical custody. And it also means that there would be nothing that Ben could do to have Patricia in his life as his joint physical custodian. This conclusion is not supported by this Court's custodial jurisprudence. Yoav's argument should be denied.

2. The district court was not arbitrary and capricious when applying the best interest factors.

Yoav argues that the district court speculated and used its own opinion about Patricia's drug use being caused by the parties' marriage when applying the best interest factors. FTS 12. He argues that Dr. Paglini's report "clearly stated" that

Patricia's drug use predated the parties' marriage and that was the reason that the district court gave Yoav sole legal and sole physical custody in 2017. FTS 12. This is not correct.

First, the district court reiterated many times in the Decree that it did not consider the best interest factors in the 2017 order. 15 JA 609. Its 2017 findings were limited. Second, although Patricia used drugs prior to her marriage, Dr. Paglini's report specifically stated that the parties' marriage and lifestyle significantly contributed to Patricia's drug use and mental and emotional state. Further, Patricia herself testified that the parties' relationship contributed to her mental and emotional state, which led to her abusing drugs during the marriage. She obtained 18 months of drug and other counseling following her release from incarceration specifically for the mental and emotional effects of the relationship. The district court found that Patricia's changed behavior during the litigation rebutted any negative presumption against her. 15 JA 619.

Accordingly, Yoav's argument is without merit.

3. The district court did not rely on Dr. Paglini's report in issuing its final decree.

Yoav argues that the district court relied on Dr. Paglini's report when issuing its final decree. However, Yoav does not state what findings the district court made regarding Dr. Paglini's report that he objects to. Yoav does not explain how the

district court used Dr. Paglini's report. He does not cite to anything in the district court's Decree, he does not discuss any of the findings, and he does not specifically state and cite the objectionable "selectively draw[n] out individual facts that supported the judge's conclusions." FTS 13. Yoav argues "[t]here was other relevant evidence in the record that the judge could have and should have relied upon, including primarily the testimony of the parties." FTS 13. Yoav does not cite to any trial testimony.

Patricia's lengthy trial testimony detailing the substantial changes she made over the five years of litigation was the evidence that the district court relied on in making its decision. The district court also relied on Patricia's witnesses, including the visitation supervisor, who testified that Patricia was a wonderful mother, Ben was happy with her, and Yoav improperly used the visitation supervisor to spy on Patricia. The district court's Decree was clear about the evidence and testimony it relied on when making its decision. Yoav's argument should be denied.

E. The District Court Did Not Err Regarding the Premarital Agreement.

Standard of review

When a prenuptial agreement is executed in another state, that state's law controls, and this Court reviews a district court's findings of fact regarding that

prenuptial agreement for an abuse of discretion.² *See Newell v. Newell*, 133 Nev. 1056, 2017 WL 2591348 (Nv. Ct. App. Unpublished); *see also, Braddock v. Braddock*, 91 Nev. 735, 738, 741, 542 P.2d 1060, 1062, 1063-64 (1975)(stating that the law of the state where the premarital agreement was executed controls the court’s analysis and the district court’s fact finding regarding enforceability will not be disturbed absent an abuse of discretion).

1. The district court did not abuse its discretion in applying Georgia law to the premarital agreement.

Georgia has not adopted the Uniform Premarital Agreement Act. Thus, interpreting premarital agreements is a matter of case law. 15 JA 582-84. To interpret the premarital agreement with Georgia law, the district court relied on Yoav’s own expert witness, Shiel Edlin, Esq., for guidance. *Id.*

The district court found that under Georgia law it had discretion to approve the parties’ agreement as whole, in part, or refuse to approve as whole. *Id.* at 583. The district court also found that it can, under Georgia law, limit the prenuptial agreement to only those assets specifically disclosed at the time of the agreement and that it can consider the parties’ changed circumstances when doing so. 5 JA 415.

² When the issue is a premarital agreement’s validity, this Court’s review is de novo. *Gonzales-Alpizar v. Griffith*, 130 Nev. 10, 17, 317 P.3d 820, 827 (2014).

The district court specifically found that, but for its ability to apply equity and narrowly tailor the construction of the agreement using Georgia law “as offered by *Defendant’s* expert legal witness” (emphasis in original), it would have invalidated the prenuptial agreement as a whole. 15 JA 584. The district court made detailed and substantial findings regarding the equitable factors it considered. 15 JA 582-84. This worked to Yoav’s substantial benefit.

Accordingly, the district court did not abuse its discretion.³

2. The district court did not modify the prenuptial agreement.

Yoav argues that *Mallen v. Mallen*, 622 S.E.2d 812 (2005) controls and that, therefore, the district court abused its discretion by modifying the agreement.⁴ Yoav argues that district court “chang[ed] the verbiage in the actual agreement” and “re-wrote the . . . prenuptial agreement. . .” FST at 16-17. In doing so, the district court has rewritten the terms of the agreement. FST at 17-18.

First, *Mallen* is factually distinguishable because the omitted asset at issue existed pre-marriage. Because of this, the party should have been aware of the

³ Despite Yoav’s contention that this be treated as an issue of first impression because of the confusion of “the district court’s equity jurisdiction”, this requires no special treatment. At trial, Yoav called a Georgia lawyer as an expert to guide the district court in its findings and orders. The district court’s findings regarding equity were specific to Georgia law, as testified to by Yoav’s expert. This issue is limited to this factual scenario, specific to Georgia law, and provides no guidance to other cases, much less to disposing of any other family law matters. Accordingly, this requires no treatment as an issue of first impression.

⁴ Yoav does not provide a citation to a reporter for *Mallen*.

omitted asset. Accordingly, the omitted asset was covered by the premarital agreement. *Mallen*, 622 S.E.2d 812.

In contrast, JoiBiz was formed *after marriage*. 15 JA 624. Patricia and Yoav married in September 2008. 14 JA 576. JoiBiz was formed in November 2009. 15 JA 624. Unlike *Mallen*, Patricia could not have been aware of that asset.

Yoav argues that Patricia should have known about JoiBiz because she worked in his business, had access to his financial records, and was aware of his resources. However, this testimony concerned Hawk Communications only and was considered only for the premarital agreement's validity.

Second, the district court did not rewrite the agreement. The district court did not add language or terms or otherwise modify the agreement. Yoav agrees that Georgia law allows the district court to consider post-marital “changes beyond the parties’ contemplation”. FTS 16. The district court found that the formation of JoiBiz was once such change beyond the parties’ contemplation and that the premarital agreement only covered those assets disclosed at time of execution. Because the district court’s decision was consistent with Georgia law and did not modify or rewrite the agreement, it did not abuse its discretion.

3. The district court did not sua sponte clarify its prior decision nor was its November 2017 order regarding the prenuptial agreement’s validity.

The November 2017 order was not a sua sponte order. 6 JA 431-32. It was the court's order after hearing from the case management conference (CMC) on October 31, 2017. 6 JA 431-32. Both parties were present with counsel at the October 2017 CMC. The court clarified the business valuation issue in its November 2017 order specifically because of the parties' discussion at the CMC about the business valuation issue and the court's findings about business valuation at trial. 6 JA 431-32, 455-56. It was not an order regarding the premarital agreement's validity. Accordingly, Yoav cannot, in good faith, argue now that he did not have notice and an opportunity to be heard regarding the business valuation issue. His argument should be denied.

F. The District Court Did Not Improperly Shift the Evidentiary Burden.

Property acquired after marriage is presumed to be community. NRS 123.220. Because JoiBiz was formed after the parties married and the district court found the premarital agreement did not protect it, the district court found that JoiBiz was presumptively community property. The district court also found that JoiBiz was community property under Georgia law. 15 JA 625, n55.⁵

⁵ Despite the district court's express findings regarding Georgia community property law, Yoav has also argued that the district court erred by adopting the NRS instead of Georgia law. FTS 20.

Without citation to any portion of the record, Yoav argues that the district court improperly shifted the burden of proof to Yoav to prove that JoiBiz was separate property. Yoav's argument fails because JoiBiz was presumptively community property, not protected by the premarital agreement, and accordingly, the district court found it Yoav's burden to prove it was an alter ego of Hawk Communications and, therefore, separate property. 15 JA 625, and 625 at n56. Yoav, himself, acknowledged that the district court found after the June 2017 trial that JoiBiz was community property. 19 JA 1229.⁶ This burden was properly Yoav's and not Patricia's.

G. The District Court Did Not Err By Excluding Yoav's Financial Forensic Expert Report Because of a Conflict.

This Court reviews the district court's decision regarding expert testimony for an abuse of discretion. *Hallmark v. Eldridge*, 124 Nev. 492, 498, 189 P.3d 646, 650 (2008).

Instead of obtaining Anthem Forensics' business valuation, Yoav independently engaged Slade to prepare a report. He untimely disclosed Slade. The court made a detailed record of how, for the years that the litigation was pending, it

⁶ The character and nature of JoiBiz was also another reason for obtaining a property valuation. Because Yoav bore the burden of proving JoiBiz was separate property, the district court ordered him to obtain the valuation.

had ordered Yoav to obtain a business valuation. 19 JA 1207-11. The court stated that when Slade walked in, he recognized him and, as much as the court needed testimony of valuation, it had to disclose the relationship and could not take his testimony. 19 JA 1213.

Yoav did not object and did not argue that the court recuse itself and the case be transferred to a new judicial department. *Id.* at 1204-13. Instead, Yoav argued that Slade's report should be admitted, Patricia should obtain her own valuation expert, and the parties should submit cross motions for summary judgment rather than live testimony. 19 JA 1204-13. The court refused and ordered the parties to complete the valuation with Anthem for inclusion in their closing briefs. 19 JA 1234-44. Yoav never completed the valuation but, instead, attached Slade's report to his closing argument. The district court struck the exhibit.

Yoav's argument that the district court was required to recuse itself in this instance lacks all merit.

VERIFICATION

1. I hereby certify that this fast track response complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this fast track statement has been prepared in a proportionally spaced typeface using Microsoft Word–Office 365 Business in font type Times New Roman size 14.

2. I further certify that this fast track response complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

☒ Proportionately spaced, has a typeface of 14 points or more and contains 4844 words; or

☐ Monospaced, has 10.5 or fewer characters per inch, and contains ____ words or ____ lines of text; or

☐ Does not exceed ____ pages.

3. Finally, I recognize that under NRAP 3E I am responsible for timely filing a fast track response and that the Supreme Court of Nevada may impose sanctions for failing to timely file a fast track response, or failing to raise material issues or arguments in the fast track response. I therefore certify that the information provided in this fast track response is true and complete to the best of my knowledge, information, and belief.

DATED this 15th day of February, 2022.

McFARLING LAW GROUP

/s/ Amy A. Porray

Amy A. Porray, Esq.
Nevada Bar Number 9596
6230 W. Desert Inn Road
Las Vegas, NV 89146
(702) 565-4335
*Attorney for Respondent,
Patricia Egos*

CERTIFICATE OF SERVICE

I, an employee of McFarling Law Group, hereby certify that on the 15th day of February, 2022, I served a true and correct copy of this Child Custody Fast Track Response as follows:

☒ via the Supreme Court's electronic filing and service system (eFlex):

Aniela K. Symanski, Esq.
aniela@anielalaw.com

/s/ Crystal Beville
Crystal Beville