

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

AMY COLLEEN LUCIANO, N/K/A/ AMY
HANLEY,

Appellant,

vs.

FRANK LUCIANO,

Respondent.

No. 83522

**DOCKETING STATEMENT
CIVIL APPEALS**

Electronically Filed
Nov 12 2021 04:59 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department E
County Clark Judge Heidi Amase
District Ct. Case No. D598320

2. Attorney filing this docketing statement:

Attorney Pete Cladianos III, Esq. Telephone 775-823-5700
Firm The Law Offices of Charles R. Zeh
Address 50 W. Liberty Street
Suite 950
Reno, NV 89501

Client(s) Amy Hanley

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Julio 400 S. 4th Street Suite 500 Las Veg Telephone 702-483-8298
Firm The Law Offices of Julio Vigoreau Jr., Esq.
Address 400 S. 4th Street
Suite 500
Las Vegas, NV 89101

Client(s) Frank Luciano

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input checked="" type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input checked="" type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input checked="" type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☒ Child Custody
☐ Venue
☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Case: Divorce/Child Custody/Support

Case Name: Luciano vs. Luciano

Case Number: R-17-198640-R

Court: Eighth Judicial District, Family Division, Clark County, Nevada

Disposition Date: July 26, 2017

Case: Joint Petition for Divorce

Case Name: Luciano vs. Luciano

Case Number: R-19-593073-Z

Court: Eighth Judicial District, Family Division, Clark County, Nevada

Disposition date: None Applicable

8. Nature of the action. Briefly describe the nature of the action and the result below:

This appeal arises out of a divorce proceeding. Appellant failed to appear at the trial on the merits as the result of respondent's fraudulent information and other causes. Appellant filed two timely motions for reconsideration and/or for a new trial. The Court's review of both of these motions for reconsideration failed to address allegations of domestic violence and the omission of a specific application of the best interest of the child standard as mandated by NRS 125C.0035(4). As a result of this omission, the reviewing court should have set aside the Decree or, at least, remanded the case to make those determinations.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

1. Did the Court err in failing to address allegations of domestic violence when it reviewed the appellant's first motion for reconsideration?
2. Did the Court err in failing to address the omission of specific findings regarding the best interest of the child standard as mandated by NRS 125C.0035(4)?
3. Did the Court err in failing to address the application of a sanction in determining the custody of a minor child?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: This appeal presents the important issues of public policy regarding the need of Nevada courts to make specific findings regarding the best interest of the child in all proceedings where the custody of a minor child is at issue and whether sanctions can ever be used to grant child custody.

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter should be retained by the Supreme Court because the proper evaluation of the custody of minor children is an issue of statewide public importance.

14. Trial. If this action proceeded to trial, how many days did the trial last? 1

Was it a bench or jury trial? Bench

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
No

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 8/10/2021 & 12/7/2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served August 10, 2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed September 9, 2021

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(8)</u> | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:
Rule 3A(b)(8) NRAP allows for the appeal of a special order entered after the final determination of the lower court.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Amy Hanley
Frank Luciano

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

N/A

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Frank Luciano and Amy Hanley, Divorce; Child Custody and Child Support - All decided 5/19/2020

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Amy Hanley

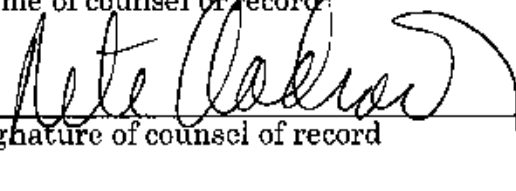
Name of appellant

11/12/2021

Date

Pete Cladioanos III, Esq.

Name of counsel of record


Signature of counsel of record

Washoe County Nevada

State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 12th day of November, 2021, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

The Law Offices of Julio Vigoreau Jr., Esq.
400 S. 4th Street
Suite 500
Las Vegas, NV 89101

Dated this 12th day of November, 2021


Signature

Exhibit 1



1 **COMD**

2 Alex B. Ghibauda, Esq.

3 Nevada Bar No. 10592

4 **ALEX GHIBAUDO, PC**

5 703 South Eighth Street

6 Las Vegas, Nevada 89101

7 T: (702) 978-7090

8 F: (702) 924-6553

9 E: alex@abgpc.com

10 *Attorney for Plaintiff*

CASE NO: D-19-598320-D
Department: To be determined

11
12 **EIGHTH JUDICIAL DISTRICT COURT**
13 **FAMILY DIVISION**
14 **CLARK COUNTY, NEVADA**

15 FRANK LUCIANO,

16 Plaintiff

Case Number:

Department:

17 vs.

18 AMY LUCIANO,

19 Defendant.

20 **COMPLAINT FOR DIVORCE**

21 **COMES NOW**, Plaintiff FRANK LUCIANO, by and through his Attorney
22 of Record, Alex Ghibauda, Esq., of *Alex Ghibauda, PC*, and states her cause of
23 action against Defendant AMY LUCIANO as follows:

24 **I.**

25 That Plaintiff is a resident of the State of Nevada, and for a period of more
26 than six (6) weeks before the commencement of this action, has resided and been
27
28

1 physically present and domiciled therein; and during all of said period of time,
2 Plaintiff has had, and still has, the intent to make the State of Nevada his home
3 residence and domicile for an indefinite period of time.
4

5 **II.**

6 That Plaintiff and Defendant were legally married on November 18, 2017 in
7 Las Vegas, Nevada; and ever since said date, have been husband and wife.
8

9 **III.**

10 That there is one (1) minor child of the marriage, to wit: GIANNA
11 HANLEY LUCIANO, born September 24, 2014, presently age 5. There are no
12 adopted children to the parties; and to the best of Plaintiff's knowledge, Defendant
13 is not currently pregnant.
14

15 **IV.**

16 That the State of Nevada is the home State of said minor child.
17

18 **V.**

19 That, based on Defendant's ongoing drug use/abuse, Plaintiff should be
20 awarded SOLE LEGAL and PRIMARY PHYSICAL care, custody, and control of
21 said minor child; subject to Defendant's right of SUPERVISED visitation.
22
23

24 **VI.**

25 That Defendant should be ordered to pay child support to Plaintiff of not less
26 than eighteen percent (18%) of her gross monthly income (or the maximum
27 allowed for Defendant's income bracket), pursuant to NRS 125B.070 and NRS
28

1 125B.080, until such time as the child (1) becomes emancipated; or (2) reaches the
2 age of eighteen (18) years, the age of majority, unless the child is still attending
3 secondary education when the child reaches eighteen (18) years of age; in which
4 event, said child support payments shall continue until the child graduates from
5 High School, or reaches the age of nineteen (19) years, whichever occurs first.
6

7 8 VII.

9 That Plaintiff and Defendant shall provide medical, dental, and vision
10 insurance coverage for the minor child herein, until such time as the child (1)
11 becomes emancipated; or (2) reaches the age of eighteen (18) years, the age of
12 majority, unless the child is still attending secondary education when the child
13 reaches eighteen (18) years of age; in which event, said medical coverage shall
14 continue until the child graduates from High School or reaches the age of nineteen
15 (19) years, whichever occurs first.
16
17

18 VIII.

19 That Plaintiff and Defendant shall equally divide the cost of all medical,
20 dental, orthodontic, psychological, and optical expenses of said minor child not
21 covered by insurance, pursuant to the "30/30 Rule." The 30/30 Rule mandates that
22 if a parent pays a medical expense for a child that is not covered by insurance, that
23 parent must send proof of the expense to the other parent within thirty (30) days of
24 incurring the expense; the other parent then has thirty (30) days to reimburse the
25 paying parent one-half (1/2) the cost.
26
27
28

1 IX.

2 That Plaintiff shall have the right to claim the minor child for tax purposes
3 each year with the Internal Revenue Service (IRS).
4

5 X.

6 That neither party is entitled to an award of alimony/spousal support.
7

8 XI.

9 That there is community property of the parties herein to be adjudicated by
10 the Court, the nature and extent of which may not be fully known to Plaintiff at this
11 time. Plaintiff requests leave to amend this Complaint, upon receipt of further
12 information, if necessary.
13
14

15 XII.

16 That there are community debts of the parties herein to be adjudicated by the
17 Court, the nature and extent of which may not be fully known to Plaintiff at this
18 time. Plaintiff requests leave to amend this Complaint, upon receipt of further
19 information, if necessary.
20
21

22 XIII.

23 That Defendant has wasted community assets and pursuant to Putterman v.
24 Putterman, 113 Nev. 606, 939 P.2d 1047 (1997); Lofgren v. Lofgren, 112 Nev.
25 1282, 926 P.2d 296 (1996); and NRS 125.150 as amended, Plaintiff is entitled to
26 reimbursement for such waste, upon submission of appropriate proof.
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- 1 4. That Defendant be ordered to pay child support for said minor child,
2 pursuant to Nevada Revised Statutes, until such time as the child (1)
3 becomes emancipated; or (2) reaches the age of eighteen (18) years, the age
4 of majority, unless the child is still attending secondary education when the
5 child reaches eighteen (18) years of age; in which event, said child support
6 payments shall continue until the child graduates from High School, or
7 reaches the age of nineteen (19) years, whichever occurs first;
8
- 9 5. That the Court confirm that Plaintiff and Defendant shall continue to provide
10 medical insurance coverage for the minor child herein, until such time as the
11 child (1) becomes emancipated; or (2) reaches the age of eighteen (18) years,
12 the age of majority, unless the child is still attending secondary education
13 when the child reaches eighteen (18) years of age; in which event, said
14 medical coverage shall continue until the child graduates from High School
15 or reaches the age of nineteen (19) years, whichever occurs first;
16
- 17 6. That the Court Order the parties to equally divide the cost of all medical,
18 dental (including orthodontic), psychological, and optical expenses of said
19 minor child not covered by insurance, pursuant to the 30/30 Rule, until such
20 time as the child (1) becomes emancipated; or (2) reaches the age of eighteen
21 (18) years, the age of majority, unless the child is still attending secondary
22 education when the child reaches eighteen (18) years of age; in which event,
23 said medical coverage shall continue until the child graduates from High
24 School or reaches the age of nineteen (19) years, whichever occurs first;
25
- 26 7. That the Court confirm that Plaintiff shall claim the minor child for tax
27 purposes each year with the IRS.
28

- 1 8. That neither party be awarded alimony/spousal support;
- 2 9. That this Court make an equitable distribution of the community assets;
- 3
- 4 10. That this Court make an equitable distribution of the community obligations;
- 5 11. That the Court enter a finding of waste of community assets by Defendant,
- 6 and that Plaintiff be awarded no less than one-half (1/2) of all assets wasted;
- 7
- 8 12. That this Court confirm to each party his/her separate property and debts.
- 9 13. That this Court issue its *Joint Preliminary Injunction* enjoining the parties
- 10 pursuant to the terms set forth therein;
- 11 14. That Defendant be ordered to pay for Plaintiff's attorney's fees/costs; and
- 12
- 13 15. Any other relief that this Court deems to be just and proper.

14 **DATED** Monday October 21, 2019.

15
16 Respectfully Submitted,

17 */s/ Alex Ghibaudo*

18 _____
19 Alex B. Ghibaudo, Esq.
20 Nevada Bar No. 10592
21 **ALEX GHIBAUDO, PC**
22 703 South Eighth Street
23 Las Vegas, Nevada 89101
24 T: (702) 978-7090
25 F: (702) 924-6553
26 E: alex@abgpc.com
27 *Attorney for Plaintiff*
28

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Under penalty of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing *Complaint for Divorce* and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

DATED Monday October 21, 2019.

SUBSCRIBED and SWORN to before
me on this 21st day of October 2019.

NOTARY PUBLIC
in and for said COUNTY and STATE.

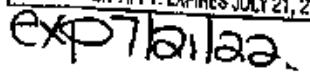


Exhibit 2



1 ANSN
2 AMY COLLEEN LUCIANO
3 729 Granite Rapids Street
4 Las Vegas, NV 89138
5 Phone: (702) 274.8568
6 Email: elect@amyluciano.com
7 *Appearing in Propria Persona*

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**IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

9 FRANK LUCIANO.,
10 Plaintiff / Husband / Dad,
11 vs.
12 AMY LUCIANO.,
13 Defendant / Wife / Mom.

Case No.: D-19-598320-D

Dept. No.: E

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I.

**DEFENDANT, AMY LUCIANO'S ANSWER TO PLAINTIFF, FRANK
LUCIANO'S COMPLAINT FOR DIVORCE**

COMES NOW the Defendant, Amy Luciano, (*hereinafter* "Ms. Luciano" or
"Mom" or "Wife"), appearing in proper person, hereby files her *Answer* to Plaintiff,
Frank Luciano's, (*hereinafter* "Mr. Luciano" or "Dad" or "Husband"), *Complaint*
for Divorce, (*hereinafter* "Complaint"), and she respectfully states:

1. Ms. Luciano admits in its entirety the following allegations, but
respectfully reserves the right to future amendments and/or objections if warranted:

I; IV; VII; VIII; X; XIV; and, XVI

1 2. Ms. Luciano admits in part and/or denies in part the following
2 allegations of Mr. Luciano's *Complaint*, but respectfully reserves the right to future
3 objections if warranted: **Section II: Mom Admits part 1**, in that ("*Plaintiff and*
4 *Defendant were legally married on November 18, 2017 in Las Vegas, Nevada*");
5 and, **Mom Denies part 2**, in that ("*ever since said date, have been husband and*
6 *wife*"); **Section III: Mom Denies part 1**, in that ("*one (1) minor child of the*
7 *marriage*"); and, **Mom Admits part 2**, in that ("*no adopted children to the parties*");
8 and, **Mom Admits part 3**, in that ("*Defendant is not currently pregnant*"); **Section**
9 **XI: Mom Admits part 1**, in that ("*there is community property of the parties herein*
10 *to be adjudicated by the Court*"); but **Mom Denies part 1**, in that ("*the nature and*
11 *extent of which may not be fully known to Plaintiff at this time*"); **Section XII: Mom**
12 **Admits part 1**, in that ("*there are community debts of the parties herein to be*
13 *adjudicated by the Court*"); but **Mom Denies part 1**, in that ("*the nature and extent*
14 *of which may not be fully known to Plaintiff at this time*").....
15
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20 3. Ms. Luciano denies in its entirety the following allegations of Mr.
21 Luciano's *Complaint*, but respectfully reserves the right to future objections if
22 warranted: **V; VI; IX; XIII; XV; and, XVII**
23
24

25 4. Ms. Luciano is without sufficient knowledge to admit or deny the
26 following allegations of Mr. Luciano's *Complaint*, but respectfully reserves the right
27 to future amendments and/or objections if warranted: **Section XI, part 2** ("*Plaintiff*
28

1 requests leave to amend this Complaint, upon receipt of further information, if
2 necessary.”); and, Section XII, part 2 (“Plaintiff requests leave to amend this
3 Complaint, upon receipt of further information, if necessary.”).....
4

5 II.

6 MS. LUCIANO’S PRESERVATION OF AFFIRMATIVE DEFENSES

7
8 1. Ms. Luciano hereby incorporate(s) by reference those affirmative
9 defenses enumerated in NRCP 8 as though fully set forth herein, as applicable upon
10 discovery. In the event, further investigation or discovery reveals the applicability
11 of any such defenses, Ms. Luciano reserve(s) the right to seek leave of court to
12 amend this Answer to more specifically assert any such defense. Such defenses are
13 herein incorporated by reference for the specific purposes of not waiving any such
14 defenses.
15
16

- 17 ☒ . Accord and satisfaction.
18 ☐ . Arbitration and award.
19 ☐ . Assumption of risk.
20 ☐ . Contributory negligence.
21 ☐ . Discharge in bankruptcy.
22 ☐ . Duress.
23 ☒ . Estoppel.
24 ☐ . Failure of consideration.
25 ☐ . Fraud.
26 ☐ . Illegality.
27 ☐ . Injury by fellow servant.
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1 3. For Attorney's Fees and Costs to be awarded to Mom as the Court deems just
2 and proper;

3 4. For such other and further relief, as to the Court may deem just and proper.
4

5 **DATED** this 22nd day of November, 2019.

6 **RESPECTFULLY SUBMITTED;**

7
8 /s/AMY LUCIANO

9 **AMY HANLEY LUCIANO**

10 729 Granite Rapids Street

11 Las Vegas, NV 89138

12 Phone: (702) 274.8568

13 Email: elect@amyluciano.com

14 *Appearing in Proper Person*

15 **AMY LUCIANO'S VERIFICATION**

16 I, Amy Luciano, the Defendant declare under penalty of perjury, that I am:

17 1. The mother of the minor child in the above-entitled action; that I have
18 read the foregoing Answer, and know the contents thereof, and I am competent to
19 testify to the same. That the pleading is true of my own knowledge, except for those
20 matters therein contained stated upon information and belief, and that as to those
21 matters, I believe them to be true.
22

23 **I declare under penalty of perjury under the law of the State of Nevada**
24 **that the foregoing is true and correct.**
25

26 **DATED** this 22nd day of November, 2019.

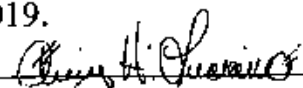
27 
28 **AMY HANLEY LUCIANO**

Exhibit 3

Steven D. Grierson

ORDER

Alex B. Ghibaud, Esq.
Nevada Bar Number: 10592

ALEX GHIBAUDO, PC

703 South Eighth Street
Las Vegas, Nevada 89101

T: (702) 978-7090

F: (702) 924-6553

E: alex@abgpc.com

Attorney for Plaintiff

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

FRANK LUCIANO,

Plaintiff,

vs.

AMY LUCIANO,

Defendant.

Case Number: D-19-598320-D

Department: E

ORDER FROM NOVEMBER 7, 2019 HEARING

THIS MATTER came before the Honorable Charles Hoskin on November 7, 2019 at 10:00 a.m. for hearing on *Plaintiff's Motion for Temporary Orders Pending Trial; for Sole Legal and Primary Physical Custody (Subject to Defendant's Supervised Visitation); for a Psychological/Substance Abuse Evaluation of Defendant; Drug Testing Protocols of Defendant; a Mutual Behavioral Order; a Talking Parents Communication Order; Child Support; an Order Sealing Case File; and for Attorney's Fees and Costs; and Defendant's Motion to Dismiss.* Plaintiff FRANK LUCIANO was present at the

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1 hearing, represented by his Attorney of Record, Alex Ghibaud, Esq.; Defendant
2 AMY LUCIANO was also present; appearing in proper person.

3
4 THE COURT asked Defendant/Mom about her Motion she filed to Dismiss;
5 Defendant represented that there is a jurisdictional defect; further discussion
6 regarding Judge Pomrenze declaring custody in a case pending before her;
7 Defendant/Mom indicated that Plaintiff/Dad filed into the other case; paid for some
8 pleadings; but did not file a formal Motion to Intervene. Defendant believes that
9 the One Judge/One Family Rule applies. Attorney Ghibaud represented Plaintiff
10 is not a party in the Department P case.
11
12

13 COURT NOTES it does not see where Plaintiff is a party in the action
14 pending before Judge Pomrenze and that One Judge/One Family Rule is not a basis
15 to dismiss but could be a basis to transfer. COURT FINDS, in analyzing EDCR
16 5.103, that this Court has jurisdiction to address the issues pending before it.
17

18 Attorney Ghibaud requested to SEAL the case and asked for a CLOSED
19 HEARING; the requests were GRANTED. The COURT NOTES that there is no
20 opposition filed by Defendant which the Court presumes is because she filed a
21 Motion to Dismiss; which Defendant confirmed.
22
23

24 Defendant is seeking a disqualification based on the fact she has worked
25 with Attorney Ghibaud and he represents both Plaintiff and Defendant's ex-
26 husband in the case before Judge Pomrenze. Attorney Ghibaud represented he
27 never employed Defendant and she never employed him. The Court informed
28

1 Defendant that if she feels there is an issue with regard to Attorney Ghibaudo, the
2 Court will require her to file the appropriate motion so he can respond.

3
4 Discussion regarding the Joint Petition (in Case No. D-19-593073-Z) filed in
5 July and why another action was filed. Attorney Ghibaudo represented that in
6 January, Defendant was in rehab; he alleges she is obsessed; she signs her name
7 with an "Esq." at the end of it; she poses as an attorney (which she is not); the
8 Motion to Dismiss was filed at 3:00 a.m.; and, Defendant is high on Adderall.

9
10 Further discussion regarding the multiple e-mails from Defendant to counsel
11 making the same assertions with regard to Judge Pomrenze and that she should
12 have the case. The reason Plaintiff initiated another case is because he no longer
13 wants to move forward with the Joint Petition since Defendant is high again; he
14 feels the child is in danger; and, the child was taken out of school for no reason.

15
16 Further discussion regarding Defendant being unemployed and allegedly
17 moving to Reno, Nevada. Defendant stated that the child was withdrawn from
18 school (on the school's recommendation) because she was too young and not ready
19 for Kindergarten. Mom stated she did discuss it with Dad; and they spoke of
20 enrolling the child in preschool. The Court stated its concern that after the parties
21 reached an agreement in July (to a joint legal and joint physical scenario); the
22 request in October is for sole legal and sole physical (with supervised visitation).

23
24 Attorney Ghibaudo argued Mom threatens to relocate and that her habitual
25 drug use is back in play; as such, there has been a change in circumstances.

1 Attorney Ghibaudo is requesting a full drug screen and Plaintiff agrees to front the
2 cost for same. Attorney Ghibaudo is also requesting a behavioral/psychological
3 evaluation. Further discussion regarding Attorney Ghibaudo's representation that
4 Defendant's Asperger's and/or ADHD are both serious. Defendant indicated she is
5 under a doctor's care; has been under the care of doctor for some time; and, has a
6 list of prescriptions. Defendant stated she is not abusing her prescriptions.
7

8
9 Mom stated she and Plaintiff had everything resolved and now he refuses to
10 sign the Decree. Defendant requested a reciprocal drug test for Plaintiff and is
11 willing to pay for same. Defendant also offered to pay the cost for a psychological
12 evaluation for both parties (as long as it is with either Stephanie Holland or Dr.
13 Lenkeit). Attorney Ghibaudo objected to Dr. Lenkeit and suggested Dr. Paglini.
14

15 Mom is requesting joint legal and joint physical custody with a week-on/
16 week-off timeshare. Upon the Court's inquiry, Mom stated she is not relocating to
17 Reno, Nevada. The Court inquired about the status quo regarding visitation. Mom
18 stated Dad picks up the child on Saturday evening after he gets off work until
19 Sunday; and that this has been occurring since September. Mom requested the
20 Court address child support; however the Court will require Mom to file her
21 Financial Disclosure Form in order to address support, which she has not done.
22

23
24 COURT NOTES this is a temporary hearing and the Court would typically
25 hold a Case Management Conference (CMC) but is precluded from doing so based
26 on Mom's failure to file an Answer. Once the Answer is filed, the Court will hold a
27
28

1 CMC. The issues before the Court today, are Defendant's Motion to Dismiss, and
2 the housekeeping issues regarding the Joint Petition (in case D-19-593073-Z). The
3 Court stated there was a revocation filed and Plaintiff is pursuing the action in this
4 case. The Court went over the preference regarding custody and the issues raised.
5

6 Attorney Ghibaudo is requesting that Defendant file an Opposition;
7 Defendant requested ten (10) days. The Court represented to counsel all the issues
8 were resolved today, however Attorney Ghibaudo feels the matter will go to trial
9 and the Court is fine if she wants to file an Opposition. If new issues are being
10 raised, then the Court would require a separate Motion.
11

12
13 **IT IS HEREBY ORDERED** that Defendant's Motion to Dismiss is DENIED.

14 **IT IS FURTHER ORDERED** that Case D-19-593073-Z shall be CLOSED;
15 and all issues shall be addressed in this case (D-19-598320-D) moving forward.
16

17 **IT IS FURTHER ORDERED** that the parties shall have TEMPORARY
18 JOINT LEGAL and JOINT PHYSICAL custody of the minor child.
19

20 **IT IS FURTHER ORDERED** that with regard to TIMESHARE, the
21 parties will follow a WEEK-ON/WEEK-OFF custodial schedule (with Plaintiff/
22 Dad's time starting, today, November 7, 2019). Custodial EXCHANGES shall take
23 place on Thursday of each week.
24

25 **IT IS FURTHER ORDERED** that with regard to DRUG TESTING, both
26 parties shall be REFERRED to American Toxicology Institute (ATI) to submit to
27 full drug screens including both hair and urine; Mom's shall also include her
28

1 prescriptions. Each party shall be required to pay for the other's test. A return date
2 set for December 12, 2019. If the Court finds a concern, based on the results, it
3 will issue a separate Order modifying its Temporary Order.
4

5 **IT IS FURTHER ORDERED** that a mutual BEHAVIORAL ORDER shall
6 be issued in this case. Same was executed and filed in OPEN COURT with copies
7 provided to both counsel and Defendant.
8

9 **IT IS FURTHER ORDERED** that, at Defendant's Request, the parties
10 shall communicate through Our Family Wizard (OFW).
11

12 **IT IS FURTHER ORDERED** that CHILD SUPPORT shall be DEFERRED
13 until Defendant has filed her Financial Disclosure Form (FDF) which shall be filed
14 by November 8, 2019. The Court instructed Attorney Ghibaudo to calculate child
15 support based on the parties FDF's (as this is a Temporary Order and the Court can
16 go back and look at it again; however, Defendant has not yet filed a FDF).
17

18 **IT IS FURTHER ORDERED** that Attorney Ghibaudo's request to seal the
19 case is GRANTED. The Court directed counsel to submit the request and Order.
20

21 **IT IS FURTHER ORDERED** that ATTORNEY'S FEES are DEFERRED
22 to the return hearing set for December 12, 2019, as the Court does not have enough
23 information without Defendant's FDF.
24

25 **IT IS FURTHER ORDERED** that the Court is hopeful that the Return
26 Hearing can also be treated as the parties' Case Management Conference (CMC)
27 provided Defendant files her Answer.
28

IT IS FURTHER ORDERED that with regard to a **PSYCHOLOGICAL EVALUATION**, through the discovery process, an evaluation can be put in place; and there is a **STIPULATION** for the same and that Defendant shall pay for both evaluations (it is just a matter as to who will conduct it). If there is no agreement, the Court will have Attorney Ghibaud provide three (3) names to Defendant and she can choose the one who will perform the evaluation.

IT IS FURTHER ORDERED that with regard to Defendant's request for MEDIATION, the Court will address mediation at the parties' Return Hearing, after it has had an opportunity to review the parties' drug test results.

IT IS FURTHER ORDERED that a Return Hearing Re: ATI Results shall be calendared for December 12, 2019 at 9:00 a.m.

IT IS FURTHER ORDERED that Mr. Ghibauda shall prepare the Order.

IT IS SO ORDERED this 2nd day of ^{December}~~November~~ 2019.

HONORABLE CHARLES HOSKIN

Respectfully Submitted:

Alex B. Ghibaud, Esq.
Nevada Bar No. 10592
703 South Eighth Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

Exhibit 4

Steven D. Grierson

1 Code: 1020
2 Name: Amy C. Hanley- Luciano
3 Address: 729 Granite Rapids Street
4 Las Vegas, NV 89138
5 Telephone: (702) 813-4388
6 Self-Represented

7 IN THE FAMILY DIVISION
8 OF THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE COUNTY OF CLARK

10 FRANK LUCIANO, Case No. D - 19 - 598320 - D
11 Plaintiff, Dept. No. E
12 vs.
13 AMY LUCIANO,
14 Defendant.

15 ADDENDUM TO ANSWER

16
17 Attached is the Post-Nuptial Agreements
18
19 to cure the deficiency in this matter.

20 This document does not contain the Social Security Number of any person.

21 I declare under penalty of perjury, under the law of the State of Nevada, that the foregoing
22 statements are true and correct.

23 Signature: /s/AMY HANLEY

24 Date: Dec. 11, 2019

25 Print Your Name: Amy C. Hanley- Luciano

NON-DISCLOSURE OF CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION AGREEMENT ("Non-Disclosure Agreement")

This Non-disclosure Agreement ("**Agreement**") is made effective as of December 15, 2017 ("**Effective Date**"), by and between Lucky 7 Holdings LLC; A.S. Holdings Ltd; and, L7CKY Consultants (the "**Owner**"), of 808 Sand Primrose Street, Las Vegas, Nevada 891838, and Frank Luciano, in his individual and professional capacity, ("**Rccipient**"), of 808 Primrose Street, Las Vegas, Nevada 89138.

Confidential, Privileged or Proprietary information may and/or will be disclosed to Frank Luciano in the normal course of business, professional duties or services that are related to agreements, engagements and/or contracts with Lucky 7 Holdings, LLC; A.S. Holdings Ltd., and/or L7CKY Consultants - (including its agents, members, managers, employees, contractors, directors or representatives) – regarding: unrelated registered professional and private corporate clients (including their members, managers, officers, representatives, directors, agents, employees, and contractors) to include, but not limited to:

1. InCorp, LLC;
2. Adrestia, LLC;
3. 3606 Sunset, LLC;
4. Bizapedia;
5. Technoir;
6. Haojia, LLC;
7. Inenvi, Inc.;
8. Mundo, LLC;
9. Owl Territory, Inc.;
10. Village Walk, 2313, LLC;
11. XXYYZZ, Ltd.;
12. Ascent Services, LLC;
13. Lemons, Grundy & Eisenberg, PC.;
14. Alex B. Ghibaud, PC;
15. Black & LoBello;
16. Expert Data Forensics;

17. McLetchie Shell, PC;
18. Anat Levy, PC;
19. GCMAS Law;
20. McNutt Law Firm;
21. Gynda Corp.; and,
22. Roe Corp, PC, or LLC I-XX.

Further, Confidential, Privileged or Proprietary information may and/or will be disclosed to Frank Luciano in the normal course of business, professional duties or services that are related to agreements, engagements and/or contracts with Lucky 7 Holdings, LLC; A.S. Holdings Ltd., and/or L7CKY - (including its agents, members, managers, employees, contractors, directors or representatives) - regarding: private individuals, clients, agents and/or representatives to include, but not limited to:

- A. Douglas B. Ansell;
- B. Yuliya Fohel-Loving;
- C. Sarah Gazla;
- D. Nancy Zorzi (f.k.a. DiCiero);
- E. Julie L. Hammer;
- F. Neda Hisey;
- G. Gonzalo Galindo-Milan;
- H. Joseph Egan; and,
- I. John or Jane Doe I-XX.

Said disclosures of Confidential, Privileged or Proprietary Information (whether through verbal, written, documented, or relayed *via* all forms of communication) is due to a holding of percentage of interest in Lucky 7 Holdings, LLC; A.S. Holdings Ltd.; and, L7CKY Consultants by Frank Luciano and Amy Hanley-Luciano, and/or by and through the marriage of Frank Luciano and Amy Hanley-Luciano.

The Owner has requested, and the Recipient agrees that the Recipient will protect the confidential or privileged material and information which may be disclosed between the Owner and the Recipient. **THEREFORE**, the parties agree as follows:

I. CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION.

The term "Confidential Privileged or Proprietary Information" means any

information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential, privileged or proprietary, Confidential, Privileged or Proprietary Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, legal filings, evidence, service contracts or agreements, engagement letters, e-mail communications, facsimile transmissions (inbound or outbound), trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential or privileged.

A. "Confidential, Privileged or Proprietary Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rightfully received by the Recipient from a third-party without a duty of confidentiality (that is not directly or indirectly related to the parties, entities, or individuals herein);
- information independently developed by the Recipient (that is not directly or indirectly related to the parties, entities, or individuals herein);
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner; and,
- any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION.

The Recipient understands and acknowledges that the Confidential, Privileged or Proprietary Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential, Privileged or Proprietary Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential, Privileged or Proprietary Information, the Recipient agrees as follows:

- a. **No Disclosure.** The Recipient will hold the Confidential, Privileged or Proprietary Information in confidence and will not disclose the Confidential, Privileged or Proprietary Information to any person or entity without the prior written consent of the Owner.
- b. **No Copying/Modifying.** The Recipient will not copy or modify any Confidential, Privileged or Proprietary Information without the prior written consent of the Owner.
- c. **Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential, Privileged or Proprietary Information.
- d. **Application to Employees.** The Recipient shall not disclose any Confidential, Privileged or Proprietary Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential, Privileged or Proprietary Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION- INJUNCTION.

If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential, Privileged or Proprietary Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential, Privileged or Proprietary Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION.

For a period of ten (10) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION.

Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential, Privileged or Proprietary Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES.

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential, Privileged or Proprietary Information. This Agreement does not create any agency, partnership, or joint venture to disseminate the Confidential, Privileged or Proprietary Information.

VII. NO WARRANTY.

The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential, Privileged or Proprietary shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE.

The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential, Privileged or Proprietary Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or

ideas made by the Recipient are incorporated into the Confidential, Privileged or Proprietary Information or related materials during the period of this Agreement.

IX. INDEMNITY.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY'S FEES.

In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XI. TERM.

The obligations of this Agreement shall survive 25 years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential, Privileged or Proprietary Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

XII. GENERAL PROVISIONS.

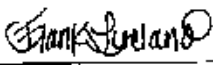
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XIII. SIGNATORIES.

This Agreement shall be executed by Amy Hanley-Luciano, Manager, on behalf of *Lucky 7 Holdings LLC*; *A.S. Holdings Ltd.*; and, *L7CKY Consultants*; and, Frank Luciano, in his individual and professional capacity as Manager of: *Lucky 7 Holdings LLC*; *A.S. Holdings Ltd.*; and, *L7CKY Consultants* and delivered in the manner prescribed by law as of the date first written above.


OWNER:

Lucky 7 Holdings LLC (A Wyoming LLC);
A.S. Holdings Ltd (A Nevada LLC); and,
L7CKY Consultants (A DBA of A.S. Holdings Ltd).

By: 
Amy Hanley-Luciano
Manager of: *Lucky 7 Holdings LLC*;
A.S. Holdings Ltd; and,
L7CKY Consultants

RECIPIENT:

Frank Luciano

By: 
Frank Luciano
Individual and Professional Capacity of
Manager of: *Lucky 7 Holdings LLC*;
A.S. Holdings Ltd; and,
L7CKY Consultants

NON-DISCLOSURE OF CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION AGREEMENT ("Non-Disclosure Agreement")

This Non-disclosure Agreement ("**Agreement**") is made effective as of December 15, 2017 ("**Effective Date**"), by and between Lucky 7 Holdings LLC; A.S. Holdings Ltd; and, L7CKY Consultants (the "**Owner**"), of 808 Sand Primrose Street, Las Vegas, Nevada 891838, and Frank Luciano, in his individual and professional capacity, ("**Recipient**"), of 808 Primrose Street, Las Vegas, Nevada 89138.

Confidential, Privileged or Proprietary information may and/or will be disclosed to Frank Luciano in the normal course of business, professional duties or services that are related to agreements, engagements and/or contracts with Lucky 7 Holdings, LLC; A.S. Holdings Ltd., and/or L7CKY Consultants - (including its agents, members, managers, employees, contractors, directors or representatives) – regarding: unrelated registered professional and private corporate clients (including their members, managers, officers, representatives, directors, agents, employees, and contractors) to include, but not limited to:

1. InCorp, LLC;
2. Adrestia, LLC;
3. 3606 Sunset, LLC;
4. Bizapedia;
5. Technoir;
6. Haojia, LLC;
7. Inenvi, Inc.;
8. Mundo, LLC;
9. Owl Territory, Inc.;
10. Village Walk, 2313, LLC;
11. XXYYZZ, Ltd.;
12. Ascent Services, LLC;
13. Lemons, Grundy & Eisenberg, PC.;
14. Alex B. Ghibaudo, PC;
15. Black & LoBello;
16. Expert Data Forensics;

- 17. McLetchie Shell, PC;
- 18. Anat Levy, PC;
- 19. GCMAS Law;
- 20. McNutt Law Firm;
- 21. Gynda Corp.; and,
- 22. Roe Corp, PC, or LLC I-XX.

Further, Confidential, Privileged or Proprietary information may and/or will be disclosed to Frank Luciano in the normal course of business, professional duties or services that are related to agreements, engagements and/or contracts with Lucky 7 Holdings, LLC; A.S. Holdings Ltd., and/or L7CKY - (including its agents, members, managers, employees, contractors, directors or representatives) - regarding: private individuals, clients, agents and/or representatives to include, but not limited to:

- A. Douglas B. Ansell;
- B. Yuliya Fohel-Loving;
- C. Sarah Gazla;
- D. Nancy Zorzi (f.k.a. DiCiero);
- E. Julie L. Hammer;
- F. Neda Hisey;
- G. Gonzalo Galindo-Milan;
- H. Joseph Egan; and,
- I. John or Jane Doe I-XX.

Said disclosures of Confidential, Privileged or Proprietary Information (whether through verbal, written, documented, or relayed *via* all forms of communication) is due to a holding of percentage of interest in Lucky 7 Holdings, LLC; A.S. Holdings Ltd.; and, L7CKY Consultants by Frank Luciano and Amy Hanley-Luciano, and/or by and through the marriage of Frank Luciano and Amy Hanley-Luciano.

The Owner has requested, and the Recipient agrees that the Recipient will protect the confidential or privileged material and information which may be disclosed between the Owner and the Recipient. **THEREFORE**, the parties agree as follows:

I. CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION.
The term "Confidential Privileged or Proprietary Information" means any

information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential, privileged or proprietary, Confidential, Privileged or Proprietary Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, legal filings, evidence, service contracts or agreements, engagement letters, e-mail communications, facsimile transmissions (inbound or outbound), trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential or privileged.

A. "Confidential, Privileged or Proprietary Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rightfully received by the Recipient from a third-party without a duty of confidentiality (that is not directly or indirectly related to the parties, entities, or individuals herein);
- information independently developed by the Recipient (that is not directly or indirectly related to the parties, entities, or individuals herein);
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner; and,
- any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION.

The Recipient understands and acknowledges that the Confidential, Privileged or Proprietary Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential, Privileged or Proprietary Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential, Privileged or Proprietary Information, the Recipient agrees as follows:

- a. **No Disclosure.** The Recipient will hold the Confidential, Privileged or Proprietary Information in confidence and will not disclose the Confidential, Privileged or Proprietary Information to any person or entity without the prior written consent of the Owner.
- b. **No Copying/Modifying.** The Recipient will not copy or modify any Confidential, Privileged or Proprietary Information without the prior written consent of the Owner.
- c. **Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential, Privileged or Proprietary Information.
- d. **Application to Employees.** The Recipient shall not disclose any Confidential, Privileged or Proprietary Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential, Privileged or Proprietary Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION- INJUNCTION.

If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential, Privileged or Proprietary Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential, Privileged or Proprietary Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION.

For a period of ten (10) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION.

Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential, Privileged or Proprietary Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES.

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential, Privileged or Proprietary Information. This Agreement does not create any agency, partnership, or joint venture to disseminate the Confidential, Privileged or Proprietary Information.

VII. NO WARRANTY.

The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL, PRIVILEGED OR PROPRIETARY INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential, Privileged or Proprietary shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE.

The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential, Privileged or Proprietary Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or

ideas made by the Recipient are incorporated into the Confidential, Privileged or Proprietary Information or related materials during the period of this Agreement.

IX. INDEMNITY.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY'S FEES.

In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XI. TERM.

The obligations of this Agreement shall survive 25 years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential, Privileged or Proprietary Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

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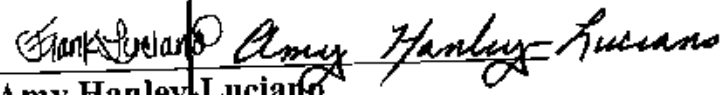
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Lucky 7 Holdings LLC (A Wyoming LLC);
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L7CKY Consultants (A DBA of *A.S. Holdings Ltd*).
DocuSigned by:

By: 
Amy Hanley-Luciano
Manager of: *Lucky 7 Holdings LLC*;
A.S. Holdings Ltd; and,
L7CKY Consultants
info@l7cky.com

RECIPIENT:

Frank Luciano

By: 
Frank Luciano
Individual and Professional Capacity of
Manager of: *Lucky 7 Holdings LLC*;
A.S. Holdings Ltd; and,
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ideas made by the Recipient are incorporated into the Confidential, Privileged or Proprietary Information or related materials during the period of this Agreement.

IX. INDEMNITY.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

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In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

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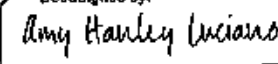
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XIII. SIGNATORIES.

This Agreement shall be executed by Amy Hanley-Luciano, Manager, on behalf of *Lucky 7 Holdings LLC*; *A.S. Holdings Ltd.*; and, *L7CKY Consultants*; and, Frank Luciano, in his individual and professional capacity as Manager of: *Lucky 7 Holdings LLC*; *A.S. Holdings Ltd.*; and, *L7CKY Consultants* and delivered in the manner prescribed by law as of the date first written above.

OWNER:

Lucky 7 Holdings LLC (A Wyoming LLC);
A.S. Holdings Ltd (A Nevada LLC); and,
L7CKY Consultants (A DBA of A.S. Holdings Ltd).

By: 
DocuSigned by:
8A06C441B34F4...
Amy Hanley-Luciano
Manager of: *Lucky 7 Holdings LLC*;
A.S. Holdings Ltd; and,
L7CKY Consultants
info@l7cky.com

RECIPIENT:

Frank Luciano

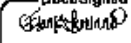
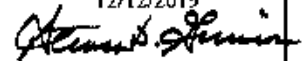
By: 
DocuSigned by:
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Frank Luciano
Individual and Professional Capacity of
Manager of: *Lucky 7 Holdings LLC*;
A.S. Holdings Ltd; and,
L7CKY Consultants
frank7luciano@gmail.com

Exhibit 5


CLERK OF THE COURT

CMO

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Frank Luciano, Plaintiff
vs.
Amy Luciano, Defendant.

Case No.: D-19-598320-D
Dept. No.: E
Date of Conference: December 12, 2019
Time of Conference: 11:00 AM

Case and Non-Jury Trial Management Order

This order sets forth critical dates and times for the major proceedings in this case.

It is the responsibility of the attorneys, or the litigants (when appearing in proper person), to meet the deadlines and to appear for the following required proceedings:

Calendar Call date: May 5, 2020 at 11:00 AM

Non-Jury Trial date: May 19, 2020 at 1:30 PM

Pre Non-Jury Trial Memorandum/Brief due date: April 28, 2020

Other deadlines are contained herein.

This matter having come on for a Case Management Conference, pursuant to NRCP 16.2 and/or 16.205, on December 12, 2019, in the Family Division, Department E, of the Eighth Judicial District Court, County of Clark; the following parties being present: Frank Luciano, Alex Ghibaud, Amy Luciano; and the Court being fully advised in the premises, both as to subject matter as well as the parties thereto, and that jurisdiction is proper in Nevada, and good cause appearing, the court makes the following findings:

The nature of this action is a Complaint for Divorce. In the above stated action all claims for relief and all defenses asserted are contained within the Complaint, filed

1 October 21, 2019 and the Answer - First Appearance Fee Not Required filed November
2 22, 2019 which are incorporated herein by reference.
3

4 The parties shall participate in the discovery process in good faith and may utilize all
5 discovery methods, consistent with NRCP 16.2 and/or 16.205. The parties maintain a
6 continuing duty to supplement and disclose consistent with NRCP 16.2 and 16.205.

7 On or before **April 6, 2020**, the parties shall submit a list of names of individuals who
8 are likely to possess discoverable information regarding this action, consistent with
9 NRCP 16.2(a)(2)(A) and/or 16.205(b)(2)(D).
10

11 On or before **April 28, 2020**, the parties shall submit all documents intended to be
12 utilized at Trial or Evidentiary Hearing consistent with NRCP 16.2(a)(2)(B) and/or
13 16.205(b)(8) to the opposing party or their attorney.

14 The deadline for the parties in this case to file a motion to amend the pleadings or add
15 parties is **April 6, 2020**.

16 The deadline for the parties to disclose the identity of any expert witnesses who will
17 be used at trial to present evidence under NRS 50.275, 50.285 and 50.305 is February
18 20, 2020. Any report from an expert witness shall be disclosed on or before **February**
19 **19, 2020**.
20

21 The deadline for the parties to file dispositive motions is **April 20, 2020**.

22 Discovery will close on **April 28, 2020**.

23 The Pre-Trial Memorandum shall be filed on or before **April 28, 2020**, a copy of
24 same is to be hand-delivered to the Judge's chambers and served on opposing counsel
25 the same day. The Pre-Trial Memorandum shall substantially comply with the form
26 attached hereto including the Asset and Debt Schedules. *Failure to submit the Pre-*
27 *Trial Memorandum on or before this date, absent the Court's approval, will result in*
28

1 *the trial date being vacated and the matter rescheduled in ordinary course and/or*
2 *sanctions.*

3
4 Pursuant to EDCR 5.524(a), prior to or at the Calendar Call, the parties shall meet to
5 arrive at stipulations and agreements for the purpose of simplifying the issues to be tried
6 and exchange final lists of exhibits and the names and addresses of all witnessed
7 (including experts) to be actually called or used at trial.

8 **The Calendar Call is set for May 5, 2020. Failure to appear at the Calendar Call**
9 **may result in a default judgment, or other sanctions, consistent with EDCR 2.69.**

10
11 Counsel or proper person litigants are to provide all disclosures consistent with the
12 mandates of NRCP 16.2 and/or 16.205. Failure to provide foregoing may result in such
13 exhibits or evidence being excluded or other appropriate court-imposed sanctions
14 against counsel or party in proper person.

15 Any and all Exhibits and Witness Lists (a set of original exhibits ready for marking
16 by the Clerk with a courtesy copy for the Court), must be delivered to chambers at least
17 two (2) judicial days prior to trial for marking.

18
19 **Non-Jury Trial is set for May 19, 2020.** If your Non-Jury Trial is set on a half-day
20 setting, you will be allotted a total of three (3) hours to present evidence. If your Non-
21 Jury Trial is set on a full day setting, you will be allotted a total of six (6) hours to
22 present evidence. The time will be divided equally between the parties and includes
23 breaks and delays.

24 Absent stipulation of the parties (and good cause appearing therefore), no
25 continuances will be granted to either party unless written application is made to the
26 Court, served upon opposing counsel, and a hearing held at least three (3) days prior to
27 the time of trial. If this matter settles, please advise the Court as soon as possible.
28

1 IT IS HEREBY ORDERED that the above-stated findings are hereby adopted and
2 confirmed as an order of this Court.
3

4 DATED This 12th day of December, 2019

5 

6
7 _____
8 CHARLES J. HOSKIN
9 DISTRICT JUDGE
10 DEPARTMENT E
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Exhibit 6



MDQA
AMY HANLEY
L7CKY LITIGATION CONSULTANTS
729 Granite Rapids Street
Las Vegas, Nevada 89138
(702) 813.4388 - Phone
Amy.Luciano@L7CKY.com

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

*In the Matter of the Joint Petition for
Divorce of: AMY COLLEEN LUCIANO and
FRANK LUCIANO.*

Case No.: D-19-593073-Z
Department No.: E

FRANK LUCIANO,

Plaintiff,

vs.

AMY LUCIANO,

Defendant.

Case No.: D-19-598320-D
Department No.: F

**Hearing Date: 02/11/2020
Time: 9:00am**

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS AMENDED MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN (10) DAYS OF YOUR RECEIPT OF THIS AMENDED MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

**AMENDED EMERGENCY MOTION TO DISQUALIFY AND/OR DISBAR ATTORNEY,
ALEX B. GHIBAUDO, ESQ., AND THE FIRM OF ALEX B. GHIBAUDO, PC, FROM
FURTHER FUGITIVE REPRESENTATION OF FRANK LUCIANO IN ALL MATTERS;
FOR ISSUANCE OF AN INJUNCTION; FOR SANCTIONS, ATTORNEY FEES AND
COSTS; AND OTHER RELATED RELIEF**

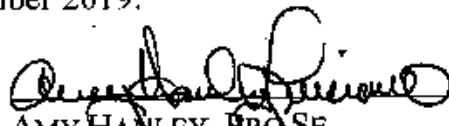
COMES NOW, AMY LUCIANO (*hereinafter* "MRS. LUCIANO"), appearing in
proper person, hereby amends and files her *Amended Emergency Motion to*

1
AMENDED MOTION TO DISQUALIFY AND/OR DISBAR ATTORNEY

1 *Disqualify and/or Disbar Attorney, Alex B. Ghibaud, Esq., and the Law Firm of*
2 *Alex B. Ghibaud, PC, from Further Fugitive Representation of Frank Luciano in*
3 *All Matters; for Issuance of an Injunction; for Sanctions, Attorney Fees and Costs;*
4 *and Other Related Relief.*

6 This Amended Emergency Motion is made and based on the pleadings and
7 papers on file herein, the following Memorandum of Points and Authorities,
8 Declaration of Movant in support hereof, exhibits submitted in support hereto, and
9 any oral argument heard by the Court on the premise.

12 **DATED** this 30th day of December 2019.

13 
14 AMY HANLEY, PRO SE
15 L7CKY Litigation CONSULTANTS
16 729 Granite Rapids Street
17 Las Vegas, Nevada 89138
18 (702) 813.4388 - Phone
Amy.Luciano@L7CKY.com

19 **MEMORANDUM OF POINTS AND AUTHORITIES**

20 **I.**

21 LEGAL AUTHORITY

22 An injunction may be granted when it shall appear by the complaint or
23 affidavit that the commission or continuance of some act, during the litigation,
24 would produce great or irreparable injury to the plaintiff. NRS 33.010(2).
25 ...
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1 Whenever it appears that a defendant or other person is doing, about to do,
2 threatening to do or procuring to be done some act against a *victim of a crime* or a
3 *witness* in violation of any provision of NRS 199.230, 199.240 or 199.305, a court
4 of competent jurisdiction may issue an injunction restraining the defendant or *other*
5 *person* from the commission or continuance of that act.¹

6
7 Title III of the Omnibus Crime Control and Safe Streets Act of 1968, (Pub.
8 L. 90-351; 6/19/68), also known as the "Wiretap Act":

- 9
10 • prohibits the unauthorized, nonconsensual interception of "wire, oral, or
11 electronic communications" by government agencies as well as private
12 parties...

13 Since attorneys are court officers and essential aids in the administration of
14 justice, the government of the legal profession is a *judicial function*. Authority to
15 admit to practice and to discipline is *inherent* and *exclusive* in the *courts*.²

16
17 In governing the professional conduct of an attorney, we turn to the Nevada
18 Rules of Professional Conduct, (*hereinafter* "NRPC"). In doing so, Rule 1.0A states
19 that "...the ABA Model Rules of Professional Conduct, (*hereinafter* "MRPC"), are
20 not enacted by this Rule but may be consulted for guidance in interpreting and
21 applying the NRPC, *unless* there is a conflict between the Nevada Rules and the
22 preamble or comments." In analyzing applicability, NRPC are rules of reason and
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27 ¹ NRS 33.015.

28 ² S.C.R. 38.

1 should be interpreted with reference to the purposes of legal representation and of
2 the *law* itself.³

3 In comparison of NRPC 8.4, and MRPC 8.4, section (g) is omitted from
4 NRPC 8.4, which MRPC 8.4(g) provides, that “[I]t is professional misconduct for a
5 lawyer to engage in conduct that the lawyer knows or reasonably should know is
6 *harassment* or *discrimination* on the basis of race, sex, religion, national origin,
7 *ethnicity*, *disability*, age, sexual orientation, gender identity, marital status or
8 socioeconomic status in conduct related to the practice of law.”⁴

9 Further, MRPC 8.4, Comment [3], establishes, that “[D]iscrimination and
10 harassment by lawyers in violation of paragraph (g) *undermine confidence* in the
11 *legal profession* and the *legal system*. Such discrimination includes *harmful verbal*
12 or physical conduct that *manifests bias* or *prejudice* towards others. Harassment
13 includes sexual harassment and *derogatory* or *demeaning verbal* or physical
14 *conduct*. The substantive law of *antidiscrimination* and *anti-harassment statutes*
15 and *case law* may guide application of paragraph (g).”

16 Clearly, the Rules do establish a standard of conduct by lawyers, which a
17 lawyer’s violation of a Rule may be evidence of breach of the applicable standard
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27 ³ NRPC 1.0A(a).

28 ⁴ Rule 8.4(g) of the ABA Model Rules of Professional Conduct.

1 of conduct,⁵ and failure to comply with an obligation or prohibition imposed by a
2 Rule is a basis for invoking the disciplinary process.⁶

3 As such, every attorney admitted to practice law in Nevada, *specially*
4 *admitted by a court of this state for a particular proceeding*, practicing law here,
5 whether specially admitted *or* not ... is subject to the exclusive disciplinary
6 jurisdiction of the *Supreme Court*. However, nothing contained in these rules denies
7 any court the power to maintain control over proceedings conducted before it, such
8 as the *power of contempt*.⁷

12 II.

13 INTRODUCTION OF RELEVANT FACTS AND PROCEDURAL HISTORY

- 14 1. MRS. LUCIANO and FRANK LUCIANO, (*hereinafter* "MR. LUCIANO"), met in
15 July of 2013, and shortly thereafter began cohabitating together. During this
16 time Mrs. Luciano just finished production for "Sin City Rules" a Reality TV
17 Show that aired on the "TLC" network.
18
- 19 2. They have one (1) minor child born of their issue, to wit: GIANNA HANLEY
20 LUCIANO, d.o.b. Sept. 24, 2014.
21
- 22 3. On July 26, 2016, the parties separated due to significant conflicts over
23 money, bills, work, and Mr. Luciano's excessive need to go out and party all
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25

26 ⁵ NRPC 1.0A(d) cited in part.

27 ⁶ NRPC 1.0A(c) cited in part.

28 ⁷ S.C.R. 99 cited in part.

1 of the time. Mrs. Luciano travelled to Reno, Nevada to determine if
2 relocation was an option, to have a break of all of the stress and chaos, and to
3 take care of herself for once.s
4

5 4. On Aug. 2, 2016, while Mrs. Luciano was in Reno, Nevada, Mr. Luciano
6 proceed to file a false police report with the Las Vegas Metropolitan Police
7 Department, no. LLV160802002174, in which he alleged that she stole his
8 identity and opened a PayPal credit card, that she was buying drugs, selling
9 drugs, and having the kids while buying drugs and being high on pills. Yet,
10 unequivocally Mr. Luciano's written closing statement provided, that "[S]he
11 is in Reno right now and left all of us behind to FEND for ourselves." (See
12 Exhibit 1).
13
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16 5. On Aug. 19, 2016, after Mrs. Luciano's return from Reno, Nevada the couple
17 proceeded to the Clark County Marriage License Bureau and purchased their
18 first marriage license #201608190551302. (Ex. 1) However, once Mrs.
19 Luciano was informed of Mr. Luciano's false police report, they did not
20 officiate that intent to wed.
21
22

23 ...
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25 8 It must be noted that during this time that Mrs. Luciano was in Reno, NV, Mr. Luciano
26 unilaterally surrendered the lease on the Grotta Azzurra home, drained all of the bank
27 accounts, removed Mrs. Luciano from having access to any of financial accounts, began
28 reversing payments she had made for the business and bills, took all cell phones, emptied
the home and gave away all of Mrs. Luciano's personal belongings.

1 6. On Aug. 29, 2016, Mr. Luciano proceeded to the Las Vegas Metropolitan
2 Police Report and retracted his false report made on Aug. 2, 2016. ¶4

3 7. On or about May 5, 2017, Mrs. Luciano proceeded to commence, establish
4 and enforce a child support case against Mr. Luciano.⁹ In doing so, Mr.
5 Luciano was found to owe child support arrears in the amount of \$3,761.00;
6 and, was further obligated to pay a current and ongoing monthly child support
7 obligation of \$765.00, to Mrs. Luciano.
8

9 8. In the middle of Aug. of 2017, Mr. Luciano and Mrs. Luciano reconciled.
10

11 9. On Nov. 18, 2017, after an almost four (4) year courtship they proceeded
12 again to the Clark County Marriage License Bureau and purchased their
13 second marriage license #201711180652694. (Ex.1).
14

15 10. On Nov. 18, 2017, the second intent to wed was officiated, and they were
16 legally married in Las Vegas, Nevada.
17

18 11. Due to the couple's cohabitation for almost four (4) years prior to marrying,
19 Mrs. Luciano had formed several businesses; registered trademarks and
20 copyrights; formulated, created and developed proprietary work product; and,
21 began marketing for the companies to acquire clients. Due to the proprietary
22 services and work product offered, a strict confidentiality and privilege
23 agreement needed to be in place. To protect the Companies and Clients a
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28 ⁹ See *Amy Hanley vs. Frank Luciano*, no. R-17-198640-R.

1 detailed and comprehensive "Non-Disclosure of Confidential, Privileged or
2 Proprietary Information Agreement", (*hereinafter* "Non-Disclosure
3 Agreement"), was prepared and presented to Mr. Luciano for his review,
4 consent and signature.¹⁰

6 12. On Dec. 15, 2017, Mr. Luciano executed the Non-Disclosure Agreement, not
7 once, not twice, but three (3) times. All of which are verified and
8 authenticated through DocuSign under his registered electronic cell phone.
9 (See Exhibit 2).

11 13. First, in review of pg. 1, no. 14 of the Non-Disclosure Agreement, it
12 unequivocally identifies "Alex B. Ghibaud, PC" as a customer of the
13 Companies. (Ex. 2).

15 14. Second, on pg. 4, section IV, Mr. Luciano provided written informed consent
16 to the "Non-Circumvention" clause in the Non-Disclosure Agreement that
17 restricts solicitation and/or business dealings with any of the Owner's
18 disclosed, referred, or implied contacts for a period of ten (10) years.

20 15. Further, in review of pg. 6, section XII, it establishes that the Non-Disclosure
21 Agreement shall be construed under the laws of the State of Wyoming. The
22 primary entity "Lucky 7 Holdings LLC" was formed in the State of Wyoming

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28 ¹⁰ See 12/12/2019 Addendum to Answer, filed in case no. D-19-598320-D.

1 on April 28, 2015, which is still active and maintains a physical location
2 there.¹¹ (See Exhibit 3).

3 16. On Dec. 16, 2016, the second entity "A.S. Holdings LTD" was formed in the
4 State of Nevada, which currently does not maintain an independent physical
5 brick and mortar location here. (Ex. 3). The third implied entity "L7CKY
6 Consultants" is a d/b/a registered with multiple counties in the State of
7 Nevada, including Nye County Clerk's Office and Clark County Clerk's
8 Office.
9

10 17. On July 11, 2017, irrespective of Mr. Ghibaudo's absent duty of candor with
11 the tribunal, "Alex B. Ghibaudo, PC" received its first invoice from "Lucky
12 7 Holdings LLC" as a paying client. (See Exhibit 4).
13

14 18. On Aug. 1, 2017, Mr. Ghibaudo made the payment himself *via* credit card for
15 the outstanding invoice. (Ex. 4)¹²
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22 ¹¹ Wyoming Entity Identification Number: 2015-000685760.

23 ¹² To refresh the Court's memory, during the first hearing held on Nov. 7, 2019, Mrs.
24 Luciano had Mrs. Julie Hammer accompany her as a potential witness. After Mr.
25 Ghibaudo ironically mustered a request to close the hearing, the Court inquired of Mr.
26 Ghibaudo as to who the woman was in the gallery? Concerningly, Mr. Ghibaudo
27 vehemently denied knowing Mrs. Hammer, but then knew her first name, and even denied
28 being hers and her husbands, Mr. Galindo Milan's, attorney of record in case no.: D-12-
469416-C. In fact, that record demonstrates he entered a Notice of Appearance on July
10, 2017, but on Oct. 16, 2017, was withdrawn by written order filed by Mr. John D. Jones
of *Black & LoBello*.

1 19. Between Oct. 8-9, 2017, due to Mark DiCiero's, (*hereinafter* "DiCiero"),
2 bizarre and twisted obsession with Mrs. Luciano, she was forced to report to
3 the Legal Department of Facebook "24" harassing and bullying posts made
4 by DiCiero on Nevada Court Watchers, (*hereinafter* "NCW"). Out of the
5 "24" posts reported, the Security and Legal team of Facebook determined that
6 "21" of them were indeed harassment and cyberbullying; and, therefore
7 removed them from the public's purview. (See Exhibit 5).

10 20. On or about Oct. 9, 2017, Mr. Ghibaudo's lackluster actions continued to
11 advance when perceptibly offered to help out Ms. Nancy Zorzi (F/K/A Nancy
12 DiCiero), a friend of Mrs. Luciano's, by representing her at a future court
13 appearance. In turn, Mrs. Luciano offered to perform all of the necessary
14 legal research and work.¹³ Out of concern for her friend, Mrs. Luciano worked
15 *pro bono* and performed the legal research and pleading preparation for their
16 review, approval and filing in the *DiCiero* matter. (Ex. 4) Ironically, Mr.
17 Ghibaudo now has his former client's ex-husband, Mr. DiCiero, working in
18 his office with him – regardless of the fact that "once upon a time" he
19 represented Mr. DiCiero's *ex-wife* in that protracted and dilatory domestic
20 proceeding.
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28 ¹³ See *Nancy DiCiero vs. Mark DiCiero*, case no. 05D331805.

- 1 21. On Dec. 20, 2017, Mrs. Luciano prepared the \$0.00 invoice/statement for the
2 *DiCiero* matter that covered a work period of Nov. 30, 2017, through Dec.
3 12, 2017, and emailed it to Alex B. Ghibaud, PC. (Ex. 4).
4
- 5 22. On Feb. 10, 2018, Mr. Luciano attended a business dinner meeting with Mr.
6 Ghibaud and his girlfriend, Ms. Elske Shipp, at "Oscar's Beef, Booze and
7 Broads Steak House". (Ex. 5).
8
- 9 23. On Mar. 15, 2018, the Company declined to perform any services for a Mr.
10 Ashley Hall, II; and, in turn refunded the consulting fee paid. Mr. Hall was
11 then referred to Mr. Ghibaud, of Alex B. Ghibaud, PC, to retain for his
12 domestic matter. (Ex. 4)
13
- 14 24. On Mar. 15, 2018, Alex B. Ghibaud, PC, then retained L7CKY Litigation
15 Consultants to perform litigation consulting services. (Ex. 4).
16
- 17 25. On Apr. 28, 2018, DiCiero obtained and illegally disseminated to NCW a
18 Google-Drive link that contained "34 JAVS Hearing Videos" from the
19 domestic matter of *Amy Dziedzic vs. Michael Damon Dziedzic*, no. D-12-
20 467098-D. (Ex. 5).
21
- 22 26. On May 15, 2018, Mrs. Luciano's former partner Michael Damon Dziedzic,
23 (*hereinafter* "**Dziedzic**"), executed a sworn affidavit and attested in his "video
24 jurat" that he did not grant consent, authorization, or permission to any agent,
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1 attorney, third-party and/or non-party to obtain and disseminate the "34 JAVS
2 Hearing Videos" from the *Dziedzic* matters. (Ex. 5).

3
4 27. On May 21, 2018, Mrs. Luciano applied for an "Order for Protection of
5 Children" with the Las Vegas Justice Court against DiCiero, in case no.
6 18PO0821. In her "Exhibit Appendix in Support of Application", Mrs.
7 Luciano included Dziedzic's sworn affidavit. (Ex. 5).

8
9 28. On May 30, 2018, DiCiero posted on NCW Dziedzic's Sworn Affidavit. On
10 May 31, 2018, Ernest del Casal, (*hereinafter* "del Casal"), posted a response
11 on DiCiero's post, in which he stated, that "She still has not learned to shut
12 the F*&# up. Might be time for another lesson."¹⁴ (See Exhibit 6)

13
14 29. On Jun. 10, 2018, after Mrs. Luciano received a second death threat of "99
15 RIP" written on the Company's car in Gorilla Glue, she filed police report no.
16 LLV180610002042, with the Las Vegas Metropolitan Police Department for
17 stalking, harassment, witness intimidation, and damage to property in excess
18 of \$5000. In Mrs. Luciano's voluntary statement to the police, it was
19 disclosed, that in two (2) other anticipated civil matters she had become a
20 witness against several members of an online social media group named:
21 Nevada Court Watchers, and that the stalking and harassment was escalating.
22 (Ex. 6). In review of Officer I. Rodriguez's Narrative, he provided in
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28 ¹⁴ See NRS 199.230, 199.240 or 199.305

1 pertinent part, that "Hanley stated she is testifying against someone in a civil
2 litigation case and has been harassed by a Facebook group called "Nevada
3 Court Watchers". Hanley showed me multiple posts by a subject directly
4 threatening her about keeping her mouth shut."¹⁵ (Ex. 6).

6 30. On July 25, 2018, DiCiero filed in the *DiCiero* matter no. 05D331805, a
7 "Motion for Reconsideration of the July 17, 2018 Minute Order Voluntarily
8 Disqualifying the Honorable Sandra M. Pomrenze." (Ex. 6).¹⁶ In it, DiCiero
9 attested that Defendant Dziedzic (from the *Dziedzic* matters), asked him to
10 disseminate the "34 JAVS Videos" on social media.

13 31. On July 15, 2019, Mrs. Luciano filed her "Notice to Preserve Relevant
14 Evidence" in the case, *Mark DiCiero vs. Steve Sanson*, no. A-18-767961-C.

16 32. On July 18, 2019, Mrs. Luciano and Mr. Luciano jointly filed their petition
17 for summary divorce and commenced, *In the Matter of Joint Petition for*
18 *Divorce of: Amy Colleen Luciano and Frank Luciano*, no. D-19-593073-Z.

20 33. On Oct. 4, 2019, Mrs. Luciano sent an email to Mr. Eric Roy – Mr.
21 Ghibaudo's mentoring attorney – and stated, in pertinent and relevant part, if
22 he could attempt to intervene and discuss the following: that she was not
23

25 ¹⁵ See NRS 199.230, 199.240 or 199.305

26 ¹⁶ It must be noted that on July 17, 2018, the Hon. Sandra L. Pomrenze found that DiCiero
27 had engaged in conduct that was *detrimental* to Mrs. Luciano's children and herself in its
28 "Minute Order voluntarily disqualifying", in order "to avoid the appearance of impropriety
and implied, if not, actual bias", entered in the *DiCiero* matter, no. 05D331805. (Ex. 6).

1 going to sue Mr. Ghibaudo, but was aware that he has attempted to place his
2 bad acts onto her; that his repeated dissemination of the sealed *Dziedzic*
3 matters, through DiCiero, was unbecoming of a lawyer; and, now due to his
4 careless actions, her minor children's information had been illegally
5 disseminated, which has placed them and her at imminent risk and harm. (See
6 Exhibit 7).
7

8
9 34. On Oct. 4, 2019, within one (1) hour of Mrs. Luciano's email being sent to
10 Mr. Roy, DiCiero disseminated it on NCW, thus ignoring it was a confidential
11 communication with Mr. Roy. (Ex. 7)
12

13 35. On Oct. 4, 2019, Mr. Ghibaudo filed his "Notice of Withdrawal as
14 Defendant's Attorney of Record" in the *Dziedzic* matter, no. D-12-467098-
15 D. (Ex. 7)
16

17 36. On Oct. 7, 2019, Mr. Luciano disclosed to Mrs. Luciano that he had been
18 contacted by Mr. Ghibaudo and DiCiero, and was solicited to allow them to
19 represent him, as the joint petition was a vessel to terminate his parental rights
20 of his daughter.
21

22
23 37. On Oct. 15, 2019, Mr. Ghibaudo filed a "Notice of Appearance for Joint
24 Petitioner, Frank Luciano" in *the Matter of Joint Petition for Divorce of: Amy*
25 *Colleen Luciano and Frank Luciano*, no. D-19-593073-Z.
26

27 ...
28

1 38. On Oct. 21, 2019, Mr. Ghibaudo filed a "Notice of Revocation of Petition" in
2 the *Joint Petition for Divorce*, no. D-19-593073-Z.

3 39. On Oct. 21, 2019, Mr. Ghibaudo then proceeded to commence what would
4 appear to be a new divorce action, *Frank Luciano vs. Amy Luciano*, no. D-
5 19-598320-D.¹⁷

6
7 40. On Oct. 21, 2019, the Clerk of the Court issued an "Electronic Summons" in
8 no. D-19-598320-D. Currently the record is in error as the Summons and
9 Complaint were not personally served upon Mrs. Luciano on Oct. 22, 2019;
10 but, in fact they were served on Oct. 25, 2019.

11
12 41. On Oct. 23, 2019, an "Affidavit of Service" was filed stating that on Oct. 23,
13 2019 at 11:14, a "John Doe, 5'0" 200lb Caucasian Male 70+ yrs old" was
14 served at 11512 Regal Rock Place, Las Vegas, NV 89138. This is clear error
15 as Mrs. Luciano's address was provided properly in the *Joint Petition* matter,
16 no. D-19-593073-Z. In addition, Mr. Ghibaudo filed, on behalf of Mr.
17 Luciano, a "Motion for Temporary Orders Pending Trial"; and, an "Exhibit
18 Appendix in Support of the Motion for Temporary Orders Pending Trial",
19 containing materials that are of a scandalous and immaterial nature, which are
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26 17 It must be noted that at no time did Mr. Ghibaudo attempt to resolve anything with Mrs.
27 Luciano, and in fact his emails received were nothing more than "hate mail" that proceeded
28 in an attempt to degrade and demean Mrs. Luciano in a classless way. Mr. Ghibaudo and
Mr. Luciano should be sanctioned for engaging in such frivolous and vexing litigation.

1 only filed in an attempt to embarrass, harass, and discriminate against Mrs.
2 Luciano.

3 42. On Oct. 24, 2019, Mr. Ghibauda filed, on behalf of Mr. Luciano, a "General
4 Financial Disclosure Form" that is erroneous, presents with omissions, does
5 not comply with NRCP 16.2 or 16.205, and fails to include the supporting
6 documents it eludes to attaching. Mrs. Luciano formally objects under NRCP
7 16.2 and/or NRCP 16.205 – as this is an erroneous Affidavit.

8 43. On Oct. 24, 2019, at 12:32pm, Mr. Ghibauda filed an "Ex Parte Application
9 for an Order Shortening Time" in case no. D-19-598320-D; in which, Mr.
10 Ghibauda declared under the penalty of perjury to the following:

11 "In addition to the concerns of neglect and drug abuse set forth in
12 Plaintiff's underlying Motion (attached hereto for the Court's review)
13 as they apply to Gianna;¹⁸ undersigned counsel learned this morning
14 (October 24, 2019) that one of the Defendant's sons was hit by a car on
15 his way to school and *Defendant could not be reached by the child's*

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22 ¹⁸ It must be noted, that at the return hearing held on Dec. 12, 2019, Mrs. Luciano did not
23 fail her drug test, as erroneously purported by Mr. Ghibauda. In fact, Mrs. Luciano has
24 never failed a drug test before any Court; and, the repeated raising of such should ring
25 hollow with the Courts. Due to the evident truth, Mr. Ghibauda has now changed his
26 position; and, is falsely accusing Mrs. Luciano of drug trafficking. Pursuant to SCR 39
27 and 99, this Court must not let an overzealous attorney attempt to delay and complicate
28 matters when this Court has jurisdiction to hold Mr. Ghibauda accountable with discipline
and/or hold him in criminal contempt pursuant to NRS 22.010(7), as this statement in his
declaration is violation number: 1 of NRS 199.120(2); and, violation number: 2 of NRS
199.145, which are punishable as a category D felonies under NRS 193.130.

1 *school. (Doral Academy). As of this filing, Defendant still cannot be*
2 *reached.”*¹⁹

3 “Child Protective Services is being notified in that matter; and *Plaintiff*
4 *is obviously concerned about Gianna being left in Defendant’s custody*
5 *(in this matter).”*

6 “Defendant has been served with the Summons and Complaint in this
7 matter;²⁰ and the *parties’ Motion Hearing* is calendared for December
8 4, 2019 (which undersigned is asking the Court to hear on an expedited
9 OST).”²¹

10 ¹⁹ It must be noted, that at **no time** did Dziedzic ever attempt to contact Mrs. Luciano on
11 her iPhone *via* Facetime or iMessage – while it was disconnected for non-payment. In
12 fact, it was Mrs. Luciano who contacted Dziedzic at 11:16am on Oct. 24, 2019, to check
13 on her other son who had been suspended from school while in his father’s care. Pursuant
14 to SCR 39 and 99, this Court must not let an overzealous attorney attempt to delay and
15 complicate matters when this Court has jurisdiction to hold Mr. Ghibauda accountable
16 with discipline and/or hold him in criminal contempt pursuant to NRS 22.010(7), as this
statement in his declaration is violation number: 3 of NRS 199.120(2); and, violation
number: 4 of NRS 199.145, which are punishable as a category D felonies under NRS

17 ²⁰ It must be noted, that Mrs. Luciano **had not** been properly served with the Summons
18 and Complaint, as attested to by Mr. Ghibauda; and, in fact she had not been served with
19 the Summons and Complaint until October 25, 2019. (See Oct. 26, 2019 Affidavit of
20 Service). Pursuant to SCR 39 and 99, this Court must not let an overzealous attorney
21 attempt to delay and complicate matters when this Court has jurisdiction to hold Mr.
22 Ghibauda accountable with discipline and/or hold him in criminal contempt pursuant to
NRS 22.010(7), as this statement in his declaration is violation number: 5 of NRS
199.120(2); and, violation number: 6 of NRS 199.145, which are punishable as a category
D felonies under NRS 193.130.

23 ²¹ It must be noted, that Mr. Ghibauda willfully and intentionally induced this Court into
24 granting an “Order Shortening Time” to have the parties’ Motion heard on an expedited
25 basis under NRS 15.030. Pursuant to SCR 39 and 99, this Court must not let an
26 overzealous attorney attempt to delay and complicate matters when this Court has
27 jurisdiction to hold Mr. Ghibauda accountable with discipline and/or hold him in criminal
28 contempt pursuant to NRS 22.010(7), as this statement in his declaration is violation
number: 7 of NRS 199.120(2); and, violation number: 8 of NRS 199.145, which are
punishable as a category D felonies under NRS 193.130.

1 Mrs. Luciano hereby objects to the joinder and practice of any discrete
2 part(ies) in this domestic matter, as any purported claims are barred under the
3 principals of *res judicata*; are outside the *statute of limitations*; are *claim and issue*
4 *precluded* as some already received a denial on their allegations; and, rise to the
5 level of *abuse of process* as they are *perjurious*. In fact, this Court has jurisdiction
6 pursuant to NRS 22.010(7), as Mr. Hall's affidavit was submitted on Oct. 23, 2019,
7 by Mr. Ghibaudo, in "Plaintiff's Exhibit Appendix in Support of the Motion for
8 Temporary Orders", as it constitutes an act of abuse of process when a person takes
9 an oath in a judicial proceeding and unqualified statements are made that are untrue;
10 willfully and falsely swears in a material matter to the issue; suborns and swears in
11 such a manner; executes an affidavit pursuant to NRS 15.010, which contains false
12 statements; and/or executes an affidavit which contains a false statement before a
13 person authorized to administer an oath pursuant to NRS 199.120(1) (2) (4) and (5);
14 and, then proffers it as factual evidence to the Court in violation of NRS 199.130.

20 44. On Oct. 25, 2019, Mr. Ghibaudo filed his "Notice of Appearance for
21 Defendant, Michael Damon Dziedzic" in the *Dziedzic* matter, no. D-12-
22 467098-D. (Ex. 7)

24 45. On Oct. 26, 2019, an "Affidavit of Service" was filed, that provided in part,
25 that Mrs. Luciano was served on Oct. 25, 2019, with the Summons,
26 Complaint, Motion, and Exhibit Appendix. However, Mrs. Luciano was
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1 never personally served with Mr. Luciano's "General Financial Disclosure
2 Form"; nor, the "Notice of Hearing."

3 46. On Oct. 28, 2019, Mr. Alex B. Ghibauda, a founding member of Nevada
4 Court Watchers, posted a private email that Mrs. Luciano had received from
5 the "United States Supreme Court." (Ex. 7)

6 47. On Nov. 7, 2019, this Court issued and entered a "Behavior Order" that
7 provides, in relevant part, on page 1: ¶2, No name calling; ¶3, No foul
8 language; ¶7, No copies of letters to anyone associated with the other party;
9 ¶8, No phone calls to other people associated with the other party.; and, ¶11,
10 You will advise all your friends, relatives and significant others, not to
11 disparage, criticize or harass the other party. Any violations by friends,
12 relatives and significant others will be considered the responsibility of the
13 parent.
14

15 48. On Dec. 11, 2019, Mr. Ghibauda prepared and filed in case no. D-19-598320-
16 D, a "Supplement to Plaintiffs Case Management Brief." In review of Exhibit
17 8, Bate stamps 122-139, they all provide a url address of:
18 <https://www.facebook.com/messages/t/AmyHanleyLuciano>. Upon clicking
19 on it, it was discovered that this untethered and unauthorized access has
20 occurred; and, has not been, was not, and is not permitted by "Amy Hanley
21 Luciano"; and, thus, is an evident violation of the preempted federal law of
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1 Wiretap Act under Title III of the Omnibus Crime Control and Safe Streets
2 Act of 1968.

3 49. On Dec. 12, 2019, Mr. Ghibaudo admitted in open court to preparing and
4 filing to the record of: *Frank Luciano vs. Amy Luciano*, no. D-19-598320-D,
5 the Dec. 11, 2019, "Supplement to Plaintiff's Case Management Brief", in
6 which contains illegally intercepted and obtained communications in
7 violation of 18 U.S.C. §§ 2510-22, *et seq.* This Court holds jurisdiction to
8 invoke discipline proceedings and/or criminal contempt proceedings against
9 Mr. Ghibaudo for his admitted act of engaging in, committing, and/or
10 furthering a crime, which is also in violation of NRPC 1.2(d), NRPC
11 1.16(a)(1); NRPC 1.16(b)(2); NRPC 1.16(b)(3); NRPC 4.1(b); and, NRPC
12 8.4(b).²²

13 50. On Dec. 12, 2019, the Court entered a "Case and Non-Jury Trial Management
14 Order"; in which, it identified that the following parties were present: Frank
15 Luciano, Alex Ghibaudo, Amy Luciano. Mr. Ghibaudo's delusions that he
16 can continue with this fugitive representation of Mr. Luciano, and Dziedzic
17 violating NRPC 3.7, without suffering repercussions of professional
18 misconduct under NRPC 8.4(a)(b)(c)(d) and (e), is discerning at best.

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28 ²² See NRS 7.115

1 51. On Dec. 15, 2019, around 11:30am, Dziedzic proceeded to return the three
2 (3) minor children involved in the *Dziedzic* matters back to Mrs. Luciano;
3 thus, surrendering his visitation time.
4

5 52. On Dec. 15, 2019, around 4:00pm, Dziedzic returned to Mrs. Luciano's home
6 where he blocked her vehicle in, was swearing in the neighborhood, which
7 necessitated a call to the Las Vegas Metro Politian Police Department, event
8 no. LLV191200069852. Upon Metro's arrival they confirmed Dziedzic had
9 blocked Mrs. Luciano's vehicle in. Dziedzic alleged that Mrs. Luciano had
10 retrieved the children from him that morning, but upon Officer D. Fox's
11 inquiry of the oldest minor, to wit: Dylan Michael Dziedzic, d.o.b. Jan. 31,
12 2006, it was revealed that indeed it was Dziedzic who returned the children,
13 told them he didn't want to see them again, and was going to terminate his
14 rights. Mrs. Luciano was provided a Police Contact Card and a Blue
15 Domestic Violence Information Card. (See Exhibit 8).
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20 53. On December 15, 2019, at 4:47pm: DiCiero posted on NCW, "Current scene
21 at Amy's.. For Christmas, she's giving the gift of withholding.. #UPLClaus",
22 which included a photo of Metro's car in front of Mrs. Luciano's home. (Ex.
23 8) (NRS 199.230, 199.240, 199.305, 200.510, 200.571, and/or 200.575(9)(a).
24
25

26 54. On Dec. 15, 2019, at 5:20pm: DiCiero posted on NCW, "Another LLC of
27 hers??", which included a photo of the front of Mrs. Luciano's home, that
28

1 clearly identified the vehicle's make, model, color and its license plate. (Ex.
2 8) (*Id.*)

3 In order to gain a tactical advantage, there can be no doubt that Mr. Ghibaudo
4 has violated some of the most indispensable Nevada Rules of Professional Conduct
5 as an Officer of the Court.
6

7 The purpose of Mrs. Luciano's Amended Motion to Disqualify Attorney Alex
8 B. Ghibaudo, Esq., and the firm of Alex B. Ghibaudo, PC, etc., is to prevent Mr.
9 Ghibaudo from representing Mr. Luciano any further in the instant and related cases,
10 in order to protect her constitutional rights, prevent due process from being violated
11 by Mr. Ghibaudo, and Mr. Luciano, promote the public's confidence in our
12 Judiciary, and to halt any further antics as Mr. Ghibaudo competes for a favorable
13 outcome for his own personal gain in this matter.
14

15 To maintain the integrity of the NRPC, Alex B. Ghibaudo, Esq., and the firm
16 of Alex B. Ghibaudo, PC, must be immediately disqualified, and Mr. Luciano, and
17 Mr. Ghibaudo must be held accountable for these violations.
18

19 III.

20 ARGUMENT

21 This Court must take notice that Mr. Ghibaudo's "Notice of Appearance"
22 blatantly failed to address and disclose to the Court that Alex B. Ghibaudo, Esq., of
23 Alex B. Ghibaudo, PC, had been a client of the Companies; and, that there is an
24

1 existing and enforceable Non-Disclosure Agreement in place between Mr. Luciano,
2 the Companies and Mrs. Luciano. What is evident, is that Mr. Ghibaudo has
3 engaged, committed, and/or furthered criminal acts rising to the level of violating
4 preempted federal law of Wiretap Act under Title III of the Omnibus Crime Control
5 and Safe Streets Act of 1968.

6
7 Further, based on Mr. Ghibaudo's current associations,²³ he must have
8 received critical information from such; and/or worse he has engaged, committed,
9 and/or furthered in illegal conduct of manufacturing, editing and disposing of said
10 evidence.
11

12
13 Since it is evident that Mr. Ghibaudo is the **founding member** of Nevada
14 Court Watchers, his active engagements of *public bullying, taunting, and shaming*
15 of Mrs. Luciano on Facebook MUST CEASE. These acts rise to the level
16 discrimination of a person with a disability, which under MRPC 8.4(g), Comment
17 [3], equates as willful and intentional misconduct by the attorney. Mr. Ghibaudo
18 even *avers* in his own filed papers, that he is well aware that Mrs. Luciano has
19 Asperger's coupled with Attention Deficit Disorder. As such, she is afforded all of
20 the rights and protections under Americans with Disabilities Amended Act –
21 specifically: Title I, II, and V.
22

23 ...
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28 ²³ See [ECF 123] in *Pyankovska, et al., vs. Abid, et al.*, no. 2:16-cv-02942-JCM-BNW

1 Further, Mrs. Luciano's constitutional rights and protections must not be
2 trampled on and disregarded over some bad actors who believe they had proffered,
3 created, intercepted, gained, and/or manipulated, in some way, the most damning
4 evidence to bring before this Court. When, in fact, the evidence incriminates them.
5

6 Considering this new and incriminating evidence, Mrs. Luciano denies all
7 allegations and/or assertions and/or claims made in all of Mr. Luciano's filings
8 procured and filed by Mr. Ghibaudo; and, in turn she requests that this Court strike
9 all papers and pleadings filed by Mr. Ghibaudo from the record - as they contain
10 scandalous material that is illegal on all fronts and was only proffered to embarrass,
11 humiliate, harm, and discriminate against Mrs. Luciano.
12
13

14 Further, as it is set in stone that concurrent conflicts cannot be waived,²⁴ Mr.
15 Ghibaudo cannot address the four (4) prongs of NRPC 1.7(b), in which he would be
16 required to establish to relieve himself of the virtually iron-clad commands of NRPC
17 1.7. A fair application of the four (4) prongs would result in the inescapable
18 conclusion that Mr. Ghibaudo's conflicts of interest, both then and now, are non-
19 waivable.²⁵
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24 ²⁴ NRPC 1.7

25 ²⁵ The Non-Disclosure Agreement's "Non-Circumvention" clause is clear, in that, Mr.
26 Luciano is not to engage or obtain services from any of the Companies clients as plainly
27 defined in ¶13 (¶14); Even an attempt to claim ignorance fails, as Mr. Luciano knew that
28 Mr. Ghibaudo was a customer of the Companies - as early as July of 2017. (¶18); And,
even if Mr. Luciano claims misapprehension or mistake - he cannot, as he had explicit
knowledge as of Feb. 10, 2018, when he attended a business meeting with Mr. Ghibaudo

1 The Nevada Supreme Court has “consistently defined a party as someone who
2 has been named a party in the record, and who, as such, is served with process and
3 enters an appearance.” *Frank Settelmeyer & Sons, Inc. v. Smith & Harmer, Ltd.*, 124
4 Nev. 1206, 1212, n.3, 197 P.3d 1051, 1055 (2008). A court simply cannot adjudicate
5 a [discrete] party’s rights without appropriate constitutional Due Process
6 protections, including legal process and an opportunity to be heard [or defend].
7
8 *Earle v. McVeigh*, 91 U.S. 503, 23 L.Ed. 398 (1875).

10 Here, even after Mr. Ghibaudo was joined as a party, he has not ceased
11 working on behalf of Mr. Luciano on this case, nor for Mr. Dziedzic on the other
12 case. Mr. Ghibaudo had a duty and obligation to the Court to disclose the apparent
13 conflict when his “Notices of Appearances” were entered. Mr. Ghibaudo ignored
14 this duty. Based on his conduct, it is only plausible to assume that Mr. Ghibaudo’s
15 intent was to benefit using information that has been improperly obtained and/or
16 altered through the course of representation, an apparent advantage to gain an edge
17 for himself. Further, it is evident Mr. Ghibaudo was mitigating Mrs. Luciano’s
18 claims to achieve some form of a fraudulent defense for himself. This Court must
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24 and Ms. Shipp at “Oscar’s Beef, Booze, and Broads Steak House. (§22). Finally, on July
25 12, 2017, Mr. Ghibaudo was emailed a comprehensive “Consulting Agreement” from
26 Lucky 7 Holdings LLC / L7CKY Consulting, which provides the same terms, but a clear
27 breakdown of services. As Mr. Ghibaudo is an Attorney, he fully understood the policy of
28 the Companies; but, has spat in this Court’s face by ignoring his duty of professional
conduct.

1 make it clear that this type of abuse by proxy cannot and must not occur when the
2 person has a vested monetary interest in the outcome.

3 4 **1. STANDARD OF DECISION**

5 Attorneys in Nevada have an affirmative duty to follow the Nevada Rules of
6 Professional Conduct. Clearly, the Rules do establish a standard of conduct by
7 lawyers, which a lawyer's violation of a Rule may be evidence of breach of the
8 applicable standard of conduct,²⁶ and failure to comply with an obligation or
9 prohibition imposed by a Rule is a basis for invoking the disciplinary process.²⁷
10

11
12 Every attorney admitted to practice law in Nevada, *specially admitted by a*
13 *court of this state for a particular proceeding*, practicing law here, whether specially
14 admitted or not ... is subject to the exclusive disciplinary jurisdiction of the *Supreme*
15 *Court*. However, nothing contained in these rules denies any court the power to
16 maintain control over proceedings conducted before it, such as the *power of*
17 *contempt*.²⁸
18

19
20 Here, Mr. Ghibauda has always had an affirmative duty to follow these rules.
21 His blatant act of engaging in representation of Mr. Luciano, after engaging openly
22 in criminal activity and being joined as a party is unconceivable. These habitual
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26 ²⁶ NRPC 1.0A(d) cited in part.

27 ²⁷ NRPC 1.0A(c) cited in part.

28 ²⁸ S.C.R. 99 cited in part.

1 transgressions of the Rules supersede any response Mr. Ghibaudo may provide and
2 calls for immediate disqualification.

3 Failure to comply with an obligation or prohibition imposed by a Rule is a
4 basis for invoking the disciplinary process. The Rules presuppose that disciplinary
5 assessment of a lawyer's conduct will be made on the basis of the facts and
6 circumstances as they existed at the time of the conduct in question and in
7 recognition of the fact that a lawyer often has to act upon uncertain or incomplete
8 evidence of the situation.²⁹

9 During the hearings held on Nov. 7, 2019; and, on Dec. 12, 2019, the
10 undersigned challenged Mr. Ghibaudo's continued representation of Mr. Luciano to
11 the tribunal. There was no doubt in her mind then that the violations she was aware
12 of warranted this Motion, but now the uncovered violations **mandates** this
13 Amended Emergency Motion on an *Ex Parte* Motion for an Order Shortening Time.
14

15 Violation of a Rule should not itself give rise to a cause of action against a
16 lawyer nor should it create any presumption in such a case that a legal duty has been
17 breached. In addition, violation of a Rule does not necessarily warrant any other
18 non-disciplinary remedy, such as disqualification of a lawyer in pending litigation.³⁰

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27 ²⁹ NRPC 1.0A(c) cited in part

28 ³⁰ NRPC 1.0A(d) cited in part

1 While this clause may appear to provide an Attorney with a defense that
2 disqualification should not be imposed, the evidence speaks for itself and the
3 paramount repeated violations of Rule 8.4, certainly does warrant granting of Mr.
4 Luciano's request for immediate disqualification, striking of Mr. Ghibaudo's papers
5 and pleadings, sanctions, attorney's fees and costs, and this Court's inherent
6 authority to act.
7

8
9 "District courts are responsible for controlling the conduct of attorneys
10 practicing before them and have broad discretion in determining whether
11 disqualification is required in a particular case". See *Robbins v. Gillock*, 109 Nev.
12 1015, 1018, 862 P.2d 1195, 1197 (1993); *Cronin v. District Court*, 105 Nev. 635,
13 640, 781 P.2d 1150, 1153 (1989).
14
15

16 Not once, has Mr. Ghibaudo come before this tribunal with clean hands. In
17 fact, he has attempted to further mislead and guide this Court down a path filled
18 with "smoke and mirrors" in an attempt to circumvent the inevitable. Not only did
19 he shirk his duty to immediately withdraw from concurrent conflicts, he continues
20 to submit filings on behalf of Mr. Luciano, and Dziedzic – thereby committing
21 further acts of libel and defamation of Mrs. Luciano on NCW.
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24 This type of behavior is the exact reason that supports the spirit of the law to
25 protect the public confidence of the judicial system. Denying disqualification in this
26 case would create a situation whereby an Officer of the Court could engage in a
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1 paramount of ethical violations, violate the law, engage in criminal activity, and still
2 be allowed to represent himself, and Mr. Luciano, just to gain a tactical advantage
3 over Mrs. Luciano. This should not and must not be ignored by any tribunal.
4

5 "Courts deciding attorney disqualification motions are faced with the delicate
6 and sometimes difficult task of balancing competing interests: the individual right
7 to be represented by counsel of one's choice, each party's right to be free from the
8 risk of even inadvertent disclosure of confidential information, and the public's
9 interest in the scrupulous administration of justice ." See *Hull v. Celanese Corp.*,
10 513 F.2d 568, 570 (2d Cir.1975).
11

12
13 Mr. Ghibauda cannot argue that Mrs. Luciano has not supplied any proof that
14 access to her electronic accounts was either acquired illegally, fraudulently
15 obtained, and/or manufactured through criminal activity. Here, Mrs. Luciano need
16 not submit any more proof as the record is already replete with the evidence
17 required.
18

19
20 The violation of NRPC 1.7 is a *per se* violation of the Rule because it is non-
21 waivable. Even if Mr. Ghibauda could meet the four-prong test in 1.7(b), it is non-
22 waivable. Curiously, however, Mr. Ghibauda failed to disclose the specific
23 representation that precipitated his representation of Mr. Luciano. This could mean
24 that Mr. Ghibauda does not consider this conduct to constitute client representation
25
26 – a highly unlikely scenario – or its time he returns to school as he is an admitted
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28

1 sociopath and liar. It could also mean that Mr. Ghibauda deliberately swept these
2 acts under the rug with the hopes they would not be discovered. Nevertheless, in
3 Mr. Luciano's pleadings, prepared by Mr. Ghibauda, he provides Mrs. Luciano and
4 this Court with all the proof needed of his violations.

6 "While doubts should generally be resolved in favor of disqualification, *see*
7 *Cronin*, at 640, 781 P.2d at 1153; *Hull*, 513 F.2d at 571, parties should not be
8 allowed to misuse motions for disqualification as instruments of harassment or
9 delay." See *Flo-Con Systems, Inc. v. Servsteel, Inc.*, 759 F.Supp. 456, 458
10 (N.D.Ind.1990).

13 Mr. Ghibauda's response will rise to nothing more than an act tantamount of
14 bullying Mrs. Luciano. But her constitutional rights and due process must be
15 protected from such horrific acts committed by Mr. Ghibauda, and his former
16 client's. Numerous Nevada Rules of Professional Conduct have been violated,
17 including Rules 1.7, and 8.4, and must not be ignored.

20 "When considering whether to disqualify counsel, the district court must
21 balance the prejudices that will inure to the parties as a result of its decision.
22 *Cronin*, 105 Nev. at 640, 781 P.2d at 1153. To prevail on a motion to disqualify
23 opposing counsel, the moving party must first establish "at least a reasonable
24 possibility that some specifically identifiable impropriety did in fact occur," and
25 then must also establish that "the likelihood of public suspicion or obloquy
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1 outweighs the social interests which will be served by a lawyer's continued
2 participation in a particular case." *Id.* at 641, 781 P.2d at 1153 (quoting *Shelton v.*
3 *Hess*, 599 F.Supp. 905, 909 (S.D.Tex.1984)).
4

5 Mr. Ghibauda has established, by his own filings, the clear fact he has
6 violated two (2) of the most sacred Rules: 1.7, and 8.4. If there is a case that warrants
7 disqualification - this is it. There is no justifiable excuse for the repeated acts of
8 these violations, and if excused they would create the "likelihood of public
9 suspicion".
10

11
12 When reviewing a majority of the controlling case law of Nevada pertaining
13 to this subject matter, the undersigned cannot find one case that has been opined on
14 that rises to the level of Conflict as in this case. The undersigned counsel cannot
15 find one case with so many evident violations of the provisions of the Nevada Rules
16 of Professional Conduct that is even close to being analogous to the set of facts here.
17
18

19 **2. THIS COURT SHOULD IMMEDIATELY DISQUALIFY ALEX B. GHIBAUDO,**
20 **ESQ., AND THE FIRM OF ALEX B. GHIBAUDO, PC; SANCTION MR. LUCIANO,**
21 **AND MR. ALEX B. GHIBAUDO FOR THEIR CONDUCT; AND STRIKE ALL**
22 **PLEADINGS AND PAPERS FROM THE RECORDS FILED BY MR. GHIBAUDO**

23 The preponderance of evidence warrants immediate disqualification. Due to
24 this, Mrs. Luciano is also entitled to her Attorney's Fees and Costs. The issues
25 presented at hand, and the tainting of the record and violations discovered, Mrs.
26 Luciano is entitled to all of her fees and costs from the moment Mr. Ghibauda
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1 entered his appearance in this matter without advancing one (1) meritorious claim
2 pursuant to NRPC 3.1; thus, shirking his duty of candor toward the tribunal pursuant
3 to NRPC 3.3. *See Partington v. Houck*, No. 12-5038 (D.C. Cir. Jul. 23, 2013).
4

5 Here, Mr. Ghibaudo engaged in acts that are rarely seen among the tribunals,
6 legal community, and public. This is one of those “rare” circumstances that an
7 Officer of the Court would engage in violations of this magnitude.
8

9 Therefore, every paper and pleading, oral argument, and piece of evidence
10 ever filed by either Mr. Ghibaudo, or on behalf of Mr. Luciano, in this case was
11 without merit and has exposed the legal community, the tribunal, and undersigned
12 to unnecessary litigation. This has increased Mrs. Luciano’s costs to a level that is
13 unsustainable by her.
14
15

16 There is but one (1) inescapable conclusion for the matter at hand: The
17 improper tactics, delays, and even vexatious filings by Mr. Ghibaudo, along with
18 his downright incomprehensibly arrogant violations of the NRPC, are all made for
19 improper purposes. Therefore, the Mr. Ghibaudo, and Mr. Luciano should both face
20 further sanctions pursuant to NRS 22.100 and NRCP 11.³¹
21
22

23 As a result of Mr. Ghibaudo’s, and Mr. Luciano’s behaviors, actions, and
24 overwhelming conduct of malicious intent verify that Mr. Ghibaudo’s violations of
25
26

27 ³¹ NRCP 11, requires that signatories to pleadings represent that actions are not being taken
28 for improper purposes.

1 NRPC has placed Mrs. Luciano in a position of limited resources at her disposal,
2 absent Mr. Ghibaudó's conduct, she would probably be able to work and not have
3 to struggle. Mr. Luciano should be required to pay for fees and costs associated
4 with the moment Mr. Ghibaudó entered his appearance in this matter and failed to
5 disclose the inconceivable violations on their part. And, Mr. Ghibaudó should have
6 to pay for fees and costs associated with the moment he interjected into this matter
7 and engaged in criminal conduct to multiply proceedings to mitigate claims Mrs.
8 Luciano has against him, DiCiero, Dziedzic, *del* Casal, and multiple others that
9 willfully engaged and participated on Nevada Court Watchers.

13 3. AWARD OF ATTORNEY'S FEES AND COSTS

14 Opposing Party has already displayed clear and unfair advantage in the
15 related joint petition case; and, egregious conduct the instant action due to the huge
16 income disparity, the refusal to release financial accounts, the continued nonsensical
17 gaming, the repeated harassment and stalking online, the stalking of Mrs. Luciano's
18 home, and now the repeated untethered and unauthorized access to online accounts,
19 in direct violation of preempted federal law of Wiretap Act under Title III of
20 the Omnibus Crime Control and Safe Streets Act of 1968, which is a paramount
21 violation of NRPC 8.4.

22 There is no denying that Mr. Ghibaudó used both of the fathers; and, his
23 position to drag this matter through the twists and turns which he designed; in order
24

1 to postured for a chance to mitigate his own liability and erroneously gain sole legal
2 and physical custody for his criminal engaging former-clients. This type of
3 behavior cannot and must not be rewarded in any manner by any Judicial Court.
4

5 Therefore, Mrs. Luciano is entitled to a full award of fees and costs, and
6 requests interim preliminary attorney's fees in the amount of \$10,000.00, pursuant
7 to *Leeming v. Leeming*, Nev. 490 P.2d 342 (1971), to be entered against Mr.
8 Ghibauda, and against Mr. Luciano; and, for additional Attorney's Fees and Costs
9 pursuant to NRS 18.010. The undersigned will submit a Memorandum and
10 Affidavit of Fees and Costs in accordance with *Brunzell* factors,³² and the *Wright v.*
11 *Osburn* factors,³³ as held in *Miller v. Wilfong*, 121 Nev. Adv. Op. 61.
12
13
14

15 CONCLUSION

16 IV.

17 **THEREFORE**, for the reasons stated herein, Mrs. Luciano respectfully
18 requests that this Court grant her the following relief:
19

- 20 1. An Order immediately Disqualifying Alex B. Ghibauda, Esq., and the firm of
21 Alex B. Ghibauda, PC; thus, prohibiting any further representation of Mr.
22 Luciano in all actions;
23
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27 ³² *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (1969).

28 ³³ 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

2. An Order Striking all the Papers and Pleadings filed and submitted by Mr. Ghibaudo;
3. An Emergency Injunction halting the violations of preempted federal law; and, of the dissemination of the cases on all social media platforms;
4. An Order for Criminal Contempt pursuant to NRS 22.010(1) and (7), in accordance with SCR 99;
5. An Order entering Sanctions against Mr. Ghibaudo; and, Mr. Luciano for each violation committed herein;
6. An Order awarding Preliminary Attorney's Fees and Costs to Mrs. Luciano in the amount of \$10,000.00, pursuant to *Leeming v. Leeming*, to be entered against Mr. Ghibaudo, and against Mr. Luciano;
7. An Order that Mr. Ghibaudo; and, Mr. Luciano each pay Mrs. Luciano's Attorney's Fees and Costs pursuant to NRS 18.010; and,
8. For any other equitable relief this Court deems just and necessary.

DATED this 30th day of December 2019.



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AMY.LUCIANO@L7CKY.COM

1 **VERIFICATION AND DECLARATION OF AMY LUCIANO IN SUPPORT OF THE**
2 **AMENDED EMERGENCY MOTION TO DISQUALIFY AND/OR DISBAR, ETC.**

3 I, AMY LUCIANO, under penalties of perjury, declares as follows:

- 4 1. I am the Defendant in this matter and reviewed the record in the instant and
5 related matters. In the course of my review, I discovered additional issues.
6
- 7 2. I prepared the foregoing *Amended Emergency Motion to Disqualify and/or*
8 *Disbar Attorney, Alex B. Ghibauda, Esq., and the Law Firm of Alex B.*
9 *Ghibauda, PC from Further Fugitive Representation of Frank Luciano in All*
10 *Matters; for Issuance of an Injunction; for Sanctions, Attorney Fees and*
11 *Costs; and Other Related Relief*, and knows the contents thereof; that it is true
12 of my own knowledge, except as to those matters stated on information and
13 belief, and that as to such matters I believe it to be true.
14
- 15 3. When I attempted to communicate with opposing counsel regarding the issues
16 contained herein, my communication went largely unanswered, or were met
17 with rhetoric and public shaming by Mr. Ghibauda, DiCiero, or others on
18 Nevada Court Watchers.
19
- 20 4. To preserve this Court's Authority and ensure and promote public confidence
21 in our judicial system, this matter must be resolved with a full review of the
22 record and all of the issues raised herein.
23
- 24 5. This Amended Emergency Motion has not been submitted and filed for
25 purposes of delay or any other improper basis. The basis provided to the
26
27
28

1 Court constitutes good cause to grant Defendant's Amended Emergency
2 Motion in its entirety.

3 I declare under penalty of perjury under the laws of the State of Nevada that
4
5 the foregoing is true and correct.

6 DATED this 30th day of December 2019.

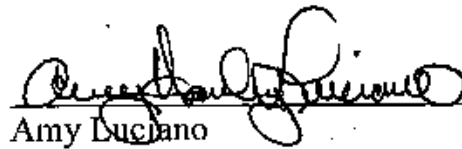
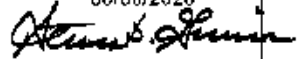
7
8 
9 Amy Luciano

Exhibit 7


CLERK OF THE COURT

1 **DECD**

2 Alex B. Ghibauda, Esq.
3 Nevada Bar No. 10592
4 **ALEX GHIBAUDO, PC**
5 703 South Eighth Street
6 Las Vegas, Nevada 89101
7 T: (702) 978-7090
8 F: (702) 924-6553
9 E: alex@glawvegas.com
10 *Attorney for Plaintiff*

11 **EIGHTH JUDICIAL DISTRICT COURT**
12 **FAMILY DIVISION**
13 **CLARK COUNTY, NEVADA**

14 FRANK LUCIANO,
15
16 Plaintiff,

Case Number: D-19-598320-D
Department: E

17 vs.

18 AMY LUCIANO,
19
20 Defendant.

21 **DECREE OF DIVORCE**

22 The above-entitled matter came before the Honorable Charles Hoskin of the
23 Eighth Judicial District Court, Family Division, Department E, Clark County, Nevada,
24 on May 19, 2020 for the parties' *Non-Jury Trial and Order to Show Cause Hearing*.
25 Plaintiff FRANK LUCIANO (hereinafter "Frank") was present via audiovisual
26 equipment represented by Michancy M. Cramer, Esq. (appearing on behalf of
27 Plaintiff's Attorney of Record, Alex B. Ghibauda, Esq.); Defendant AMY
28 LUCIANO (hereinafter "Amy") was not present for the hearing.

1 THE COURT, having reviewed the papers/pleadings on file herein; having
2 heard oral argument from counsel; and having found good cause to take testimony
3 from Plaintiff (pursuant to Rules 1 and 4 of Nevada's Rules Governing Appearance
4 by Telephonic Transmission Equipment), **THE COURT HEREBY FINDS:**

5
6 PRELIMINARY FINDINGS

7 (Video Cite 01:35:10)
8

9 1. The date of today's hearing (the parties' Non-jury Trial) was listed on
10 the *Case Management Order* personally handed to Defendant, in open court, during
11 the parties' Case Management Conference on December 12, 2019.
12

13 2. Defendant was also present at the parties' February 4, 2020 hearing
14 wherein the Court set a Show Cause Hearing for the same date of May 19, 2020.
15

16 3. Therefore, Defendant was notified of today's trial date on at least two
17 (2) different occasions; both times in writing.

18 4. Court staff sent three separate e-mail invites to Defendant (to the three
19 different email address the Court has for Defendant) with regard to the parties'
20 May 5, 2020 Calendar Call; two of those emails came back; one went through.
21

22 5. Court staff tried calling Defendant (at both numbers the Court has for
23 Defendant) with regard to the May 5, 2020 Calendar Call, without success.
24

25 6. Court staff sent three different email invites to Defendant (to the three
26 different email addresses the Court has for Defendant) regarding today's Non-jury
27 Trial; all three emails came back.
28

1 7. Court staff tried calling Defendant (at both numbers the Court has for
2 Defendant) on multiple occasions over the course of the week leading up to today's
3 Non-jury Trial, also without success.
4

5 8. Despite potential concerns related to COVID-19, Defendant also had
6 the opportunity to show up in-person for today's hearing; the Court would have
7 allowed Defendant into the courtroom with a mask and gloves; and Defendant
8 would have had the ability to appear and present whatever she wished to the Court.
9

10 9. It appears she has chosen to essentially abandon this case.
11

12 10. Based upon Defendant's non-appearance at the parties' Calendar Call,
13 on May 5, 2020, the Court invoked EDCR 2.69.
14

15 11. Plaintiff's counsel wanted to give Defendant one more opportunity to
16 appear and participate; unfortunately, she has chosen not to take advantage of that.
17

18 12. Based upon Defendant's non-appearance at today's Non-jury Trial
19 (May 19, 2020), the Court is again invoking EDCR 2.69.
20

21 CHILD CUSTODY FINDINGS

22 (Video Cite 01:48:30)

23 13. This Court has complete jurisdiction in the premises, both as to the
24 subject matter thereof as well as the parties thereto and their minor child.

25 14. Plaintiff now is, and has been an actual and bona fide resident of the
26 County of Clark, State of Nevada, and has actually been domiciled therein for
27 more than six (6) weeks immediately preceding the commencement of this action.
28

1 15. All of the allegations contained in Plaintiff's *Complaint for Divorce*
2 (filed on October 19, 2019) are true as therein alleged; and Plaintiff is entitled to an
3 absolute *Decree of Divorce*.
4

5 16. The parties were married on or about November 18, 2017 in Clark
6 County, Nevada; and have ever since been husband and wife.
7

8 17. That there is one minor child born the issue of this marriage, to wit:
9 GIANNA HANLEY LUCIANO (hereinafter "Gianna"), born September 24, 2014.
10 There are no adopted children of the parties.
11

12 18. Based on the testimony of Plaintiff, and an analysis of the factors set
13 forth in NRS 125C.0035, it is in the minor child's best interest for Plaintiff to have
14 SOLE LEGAL and SOLE PHYSICAL custody of said minor child.
15

16 19. The Court will not put visitation in place for Defendant unless/until
17 Plaintiff deems it appropriate; or until Defendant brings the matter back before the
18 Court (to make additional findings as to the best interest of the minor child in order
19 to potentially re-establish contact with the minor child).
20

21 20. The Court accepts Plaintiff's testimony that he would eventually like
22 Defendant to have contact with the minor child; but said contact needs to be "fit"
23 contact that ensures the safety of the minor child.
24

25 21. The Court notes that Defendant had agreed, at a prior hearing, to not
26 only undergo a psychological evaluation, but to also pay for said evaluation; to
27 date, it appears that Defendant has failed to do so (video cite at 01:44:10).
28

1 CHILD SUPPORT FINDINGS

2 (Video Cite 01:48:30)

3 22. With regard to child support, Defendant's *Financial Disclosure Form*
4 filed on February 4, 2020 indicates that she is unemployed; however, Defendant
5 was not present to offer any evidence in this regard.
6

7 23. Based upon the testimony of Plaintiff, and based on not having any
8 contrary evidence from Defendant, the Court finds it appropriate to impute income
9 to Defendant based on a yearly salary of approximately \$100,000.00; which equals
10 a gross monthly income of \$8,333.33.
11

12 24. In applying the calculations set forth in Chapter 425 of Nevada
13 Administrative Code, Defendant's child support obligation to Plaintiff shall be set
14 at \$1,146.00 per month; said child support shall commence in May 2020.
15

16 ASSETS/DEBTS FINDINGS

17 (Video Cite 01:50:50)

18 25. With regard to assets and debts, each party will keep any assets or
19 debt in their name, or under their control, as their sole and separate assets/debts.
20

21 26. The only evidence the Court has is that this is a fair and equitable
22 resolution of the assets/debs in the community, which the Court hereby accepts.
23

24 ATTORNEY'S FEES FINDINGS

25 (Video Cite 01:51:23)

26 27. Absent contrary evidence, good cause exists to award attorney's fees
27 to Plaintiff under NRS 18.010 based upon the multiplication of these proceedings
28

1 and what appears to be Defendant's abandonment of the case. The Court is also
2 considering the fact that a *Joint Petition for Divorce* was initially filed in 2019; and
3 based upon Defendant's actions, this matter had to be litigated rather than resolved.
4

5 28. The Court will require Plaintiff's counsel to file a *Memorandum of*
6 *Fees/Costs* and *Brunzell Affidavit* for the Court's review; sanctions/fees previously
7 entered against Defendant during this action shall also be incorporated herein.
8

9 ...

10 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND**
11 **DECREED** that the bonds of matrimony heretofore and now existing between
12 Frank and Amy be, and the same are hereby wholly dissolved, and an absolute
13 *Decree of Divorce* is hereby granted, and each of the parties hereto is restored to
14 the status of a single, unmarried person.
15

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Frank
17 shall have SOLE LEGAL and SOLE PHYSICAL custody of the parties' one minor
18 child, to-wit: GIANNA HANLEY LUCIANO, born September 24, 2014.
19

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Amy's
21 VISITATION with Gianna shall be at Frank's SOLE DISCRETION.
22

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Amy
24 shall pay CHILD SUPPORT to Frank, in the amount of \$1,146.000 per month,
25 pursuant to Chapter 425 of Nevada Administrative Code. Said child support shall
26 be due on the 30th of each month; and shall commence this month (May 2020).
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that neither
2 party shall pay SPOUSAL SUPPORT or ALIMONY to the other.

3
4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Frank
5 shall continue to provide MEDICAL INSURANCE for the benefit of Gianna. Any
6 unreimbursed medical, dental, optical, orthodontic or other health related expense,
7 incurred for the benefit of the minor child, is to be divided equally between the
8 parties. Either party incurring an out of pocket medical expense for the child shall
9 provide a copy of the paid invoice/receipt to the other party within thirty (30) days
10 of incurring such expense (if not tendered within the thirty (30) day period, the
11 Court may consider it as a waiver of reimbursement). The other party will then
12 have thirty (30) days from receipt within which to dispute the expense in writing or
13 reimburse the incurring party for one-half (½) of the out of pocket expense (if not
14 disputed or paid within the thirty (30) day period, the party may be subject to a
15 finding of contempt and appropriate sanctions).
16
17
18
19

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Frank
21 shall be entitled to claim Gianna as a dependent for tax purposes EACH year.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each
23 party shall retain all ASSETS, BANK ACCOUNTS, and PERSONAL PROPERTY
24 in their own name and/or possession as their SOLE and SEPARATE PROPERTY.
25

26 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each
27 party shall assume all DEBTS in their name as their SOLE and SEPARATE DEBT.
28

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Any
should Frank submit the requested affidavits justifying an award of fees, the Court
~~shall pay \$ _____ to Frank as/for ATTORNEY'S FEES and COSTS. Said amount~~
~~will~~ *C. J. Y.*
~~is REDUCED to JUDGEMENT and deemed collectible by any/all legal means.~~

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Amy shall pay \$100.00 to Frank as/for SANCTIONS that were previously-ordered in this case (specifically, on March 10, 2020, based upon Defendant not appearing for her December 30, 2019 deposition). Said amount is REDUCED to JUDGEMENT and deemed collectible by any/all legal means.

▶ ▶ ▶

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the following statutory notices relating to the custody/visitation of the minor child are applicable to the parties herein:

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):

PENALTY FOR VIOLATION OF ORDER:

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

1 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0045(7)(8):

2 The terms of the Hague Convention of October 25, 1980, adopted by the
3 14th Session of the Hague Conference on Private International Law,
4 apply if a parent abducts or wrongfully retains a child in a foreign
5 country, as follows:

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

8 (a) The parties may agree, and the court shall include in the order for
9 custody of the child, that the United States is the country of habitual
10 residence of the child for the purposes of applying the terms of the Hague
11 Convention as set forth in subsection 7.

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

22 **NOTICE IS HEREBY GIVEN** that:

23 Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C.
24 Sec. 1738A, and the Uniform Child Custody Jurisdiction Act, NRS
25 125A.010 et seq., the Courts of Nevada have exclusive modification
26 jurisdiction of the custody, visitation and child support terms relating to
27 the child(ren) at issue in this case so long as either of the parties, or the
28 child, continue to reside in this jurisdiction. The minor child(ren)'s home
 state is Nevada, which is in the United States of America.

1 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.006:

2 1. If PRIMARY PHYSICAL custody has been established pursuant to
3 an order, judgment or decree of a court and the custodial parent intends to
4 relocate his or her residence to a place outside of this State or to a place
5 within this State that is at such a distance that would substantially impair
6 the ability of the other parent to maintain a meaningful relationship with
7 the child, and the custodial parent desires to take the child with him or
8 her, the custodial parent shall, before relocating:

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

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

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

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

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

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

21 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0065:

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

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

1 (b) If the non-relocating parent refuses to give that consent,
2 petition the court for PRIMARY PHYSICAL custody for
3 the purpose of relocating.

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

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

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

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

13 **NOTICE IS FURTHER GIVEN** that the parties, and each of them, are
14 hereby placed on notice that in the event either party is ordered to pay
15 child support to the other, that, pursuant to NRS 125.450, a parent
16 responsible for paying child support is subject to NRS 31A.010 through
17 NRS 31A.340, inclusive, and Sections 2 and 3 of Chapter 31A of the
18 Nevada Revised Statutes regarding the withholding of wages and
19 commissions for the delinquent payment of support, that these statutes
20 and provisions require that, if a parent responsible for paying child
21 support is delinquent in paying the support of a child that such person has
22 been ordered to pay, then that person's wages or commissions shall
23 immediately be subject to wage assignment and garnishment, pursuant to
24 the provisions of the above-referenced statutes.

25 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125B.145:

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

28 (a) The Division of Welfare and Supportive Services of the 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,

2 ...be reviewed by the court at least every 3 years pursuant to this section to
3 determine whether the order should be modified or adjusted. Each review
4 conducted pursuant to this section must be in response to a separate request.

5 2. If the court:

6 (a) Does not have jurisdiction to modify the order, the court may forward the
7 request to any court with appropriate jurisdiction.

8 (b) Has jurisdiction to modify the order and, taking into account the best
9 interests of the child, determines that modification or adjustment of the order is
10 appropriate, the court shall enter an order modifying or adjusting the previous
11 order for support in accordance with the guidelines established by the
12 Administrator of the Division of Welfare and Supportive Services of the
13 Department of Health and Human Services pursuant to NRS 425.620.

14 3. The court shall ensure that:

15 (a) Each person who is subject to an order for the support of a child is notified,
16 not less than once every 3 years, that the person may request a review of the
17 order pursuant to this section; or

18 (b) An order for the support of a child includes notification that each person
19 who is subject to the order may request a review of the order pursuant to this
20 section.

21 4. An order for the support of a child may be reviewed at any time on the basis
22 of changed circumstances. For the purposes of this subsection, a change of 20
23 percent or more in the gross monthly income of a person who is subject to an
24 order for the support of a child shall be deemed to constitute changed
25 circumstances requiring a review for modification of the order for the support
26 of a child.

27 5. As used in this section:

28 (a) "Gross monthly income" has the meaning ascribed to it in NRS 125B.070.

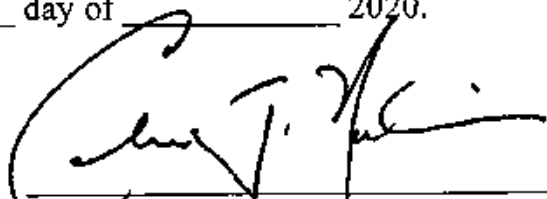
(b) "Order for the support of a child" means such an order that was issued or is
being enforced by a court of this State.

NOTICE IS HEREBY GIVEN that if you want to adjust the amount of
child support established in this order, you must file a motion to modify the

1 order with or submit a stipulation to the court. If a motion to modify the
2 order is not filed or a stipulation is not submitted, the child support
3 obligation established in this order will continue until such time as all
4 children who are the subject of this order reach 18 years of age or, if the
5 youngest child who is subject to this order is still in high school when he or
6 she reaches 18 years of age, when the child graduates from high school or
7 reaches 19 years of age, whichever comes first. Unless the parties agree
8 otherwise in a stipulation, any modification made pursuant to a motion to
9 modify the order will be effective as of the date the motion was filed.

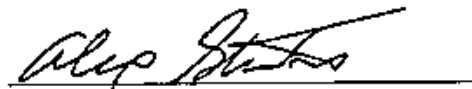
10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
11 parties shall submit the information required in NRS 125B.055, NRS
12 125.130, and NRS 125.230 on a separate form to the Court and the
13 Welfare Division of the Department of Human Resources within ten (10)
14 days from the date this Order is filed; such information shall be
15 maintained by the Clerk in a confidential manner and not part of the
16 public record. The parties shall update the information filed with the
17 Court and the Welfare Division of the Department of Human Resources
18 within ten (10) days should any of the information become inaccurate.

19 **DONE and DATED** this 8th day of June, 2020.
20

21 

22 **HONORABLE CHARLES HOSKIN SE**
23 **DISTRICT COURT JUDGE**
24 **EDA 85C ADDD D327**
25 **Charles J. Hoskin**

26 Respectfully Submitted:

27 

28 **Alex B. Ghibaudo, Esq.**
Nevada Bar Number: 10592
ALEX GHIBAUDO, PC
703 South Eighth Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

Frank Luciano, Plaintiff

CASE NO: D-19-598320-D

vs.

DEPT. NO. Department E

Amy Luciano, Defendant.

AUTOMATED CERTIFICATE OF SERVICE

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

Envelope ID: 6149986
Service Date: 6/8/2020

Amy Luciano, G.C.	amy.luciano@asholdingsltd.com
Alex Ghibauda	alex@abgpc.com
Mark DiCiero	alex@glaw.com
Amy Luciano	amy.luciano@L7CKY.com
Amy Luciano	elect@amyluciano.com
Alex Ghibauda	alex@glawvegas.com
Mark DiCiero	mark@glawvegas.com

Exhibit 8



NED

Alex B. Ghibauda, Esq.
Nevada Bar Number: 10592

ALEX GHIBAUDO, PC

703 South Eighth Street
Las Vegas, Nevada 89101
T: (702) 978-7090
F: (702) 924-6553
E: alex@abgpc.com
Attorney for Plaintiff

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

FRANK LUCIANO,

Plaintiff,

vs.

AMY LUCIANO,

Defendant.

Case Number: D-19-598320-D

Department: E

NOTICE OF ENTRY OF DECREE

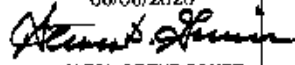
PLEASE TAKE NOTICE that a *Decree of Divorce* was entered in the
above-captioned matter on June 8, 2020; a copy of which is attached hereto.

DATED Monday June 8, 2020.

Respectfully Submitted,

/s/ Alex Ghibauda

Alex B. Ghibauda, Esq.
Attorney for Plaintiff


CLERK OF THE COURT

DECD

Alex B. Ghibauda, Esq.
Nevada Bar No. 10592
ALEX GHIBAUDO, PC
703 South Eighth Street
Las Vegas, Nevada 89101
T: (702) 978-7090
F: (702) 924-6553
E: alex@glawvegas.com
Attorney for Plaintiff

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

FRANK LUCIANO,

Plaintiff,

Case Number: D-19-598320-D
Department: E

vs.

AMY LUCIANO,

Defendant.

DECREE OF DIVORCE

The above-entitled matter came before the Honorable Charles Hoskin of the Eighth Judicial District Court, Family Division, Department E, Clark County, Nevada, on May 19, 2020 for the parties' *Non-Jury Trial and Order to Show Cause Hearing*. Plaintiff FRANK LUCIANO (hereinafter "Frank") was present via audiovisual equipment represented by Michancy M. Cramer, Esq. (appearing on behalf of Plaintiff's Attorney of Record, Alex B. Ghibauda, Esq.); Defendant AMY LUCIANO (hereinafter "Amy") was not present for the hearing.

1 THE COURT, having reviewed the papers/pleadings on file herein; having
2 heard oral argument from counsel; and having found good cause to take testimony
3 from Plaintiff (pursuant to Rules 1 and 4 of Nevada's Rules Governing Appearance
4 by Telephonic Transmission Equipment), **THE COURT HEREBY FINDS:**

5
6 PRELIMINARY FINDINGS

7 (Video Cite 01:35:10)

8
9 1. The date of today's hearing (the parties' Non-jury Trial) was listed on
10 the *Case Management Order* personally handed to Defendant, in open court, during
11 the parties' Case Management Conference on December 12, 2019.

12
13 2. Defendant was also present at the parties' February 4, 2020 hearing
14 wherein the Court set a Show Cause Hearing for the same date of May 19, 2020.

15
16 3. Therefore, Defendant was notified of today's trial date on at least two
17 (2) different occasions; both times in writing.

18
19 4. Court staff sent three separate e-mail invites to Defendant (to the three
20 different email address the Court has for Defendant) with regard to the parties'
21 May 5, 2020 Calendar Call; two of those emails came back; one went through.

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23 5. Court staff tried calling Defendant (at both numbers the Court has for
24 Defendant) with regard to the May 5, 2020 Calendar Call, without success.

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27 different email addresses the Court has for Defendant) regarding today's Non-jury
28 Trial; all three emails came back.

1 7. Court staff tried calling Defendant (at both numbers the Court has for
2 Defendant) on multiple occasions over the course of the week leading up to today's
3 Non-jury Trial, also without success.
4

5 8. Despite potential concerns related to COVID-19, Defendant also had
6 the opportunity to show up in-person for today's hearing; the Court would have
7 allowed Defendant into the courtroom with a mask and gloves; and Defendant
8 would have had the ability to appear and present whatever she wished to the Court.
9

10 9. It appears she has chosen to essentially abandon this case.
11

12 10. Based upon Defendant's non-appearance at the parties' Calendar Call,
13 on May 5, 2020, the Court invoked EDCR 2.69.
14

15 11. Plaintiff's counsel wanted to give Defendant one more opportunity to
16 appear and participate; unfortunately, she has chosen not to take advantage of that.
17

18 12. Based upon Defendant's non-appearance at today's Non-jury Trial
19 (May 19, 2020), the Court is again invoking EDCR 2.69.
20

21 CHILD CUSTODY FINDINGS

22 (Video Cite 01:48:30)
23

24 13. This Court has complete jurisdiction in the premises, both as to the
25 subject matter thereof as well as the parties thereto and their minor child.
26

27 14. Plaintiff now is, and has been an actual and bona fide resident of the
28 County of Clark, State of Nevada, and has actually been domiciled therein for
more than six (6) weeks immediately preceding the commencement of this action.

1 15. All of the allegations contained in Plaintiff's *Complaint for Divorce*
2 (filed on October 19, 2019) are true as therein alleged; and Plaintiff is entitled to an
3 absolute *Decree of Divorce*.
4

5 16. The parties were married on or about November 18, 2017 in Clark
6 County, Nevada; and have ever since been husband and wife.
7

8 17. That there is one minor child born the issue of this marriage, to wit:
9 GIANNA HANLEY LUCIANO (hereinafter "Gianna"), born September 24, 2014.
10 There are no adopted children of the parties.
11

12 18. Based on the testimony of Plaintiff, and an analysis of the factors set
13 forth in NRS 125C.0035, it is in the minor child's best interest for Plaintiff to have
14 SOLE LEGAL and SOLE PHYSICAL custody of said minor child.
15

16 19. The Court will not put visitation in place for Defendant unless/until
17 Plaintiff deems it appropriate; or until Defendant brings the matter back before the
18 Court (to make additional findings as to the best interest of the minor child in order
19 to potentially re-establish contact with the minor child).
20

21 20. The Court accepts Plaintiff's testimony that he would eventually like
22 Defendant to have contact with the minor child; but said contact needs to be "fit"
23 contact that ensures the safety of the minor child.
24

25 21. The Court notes that Defendant had agreed, at a prior hearing, to not
26 only undergo a psychological evaluation, but to also pay for said evaluation; to
27 date, it appears that Defendant has failed to do so (video cite at 01:44:10).
28

1 CHILD SUPPORT FINDINGS

2 (Video Cite 01:48:30)

3 22. With regard to child support, Defendant's *Financial Disclosure Form*
4 filed on February 4, 2020 indicates that she is unemployed; however, Defendant
5 was not present to offer any evidence in this regard.
6

7 23. Based upon the testimony of Plaintiff, and based on not having any
8 contrary evidence from Defendant, the Court finds it appropriate to impute income
9 to Defendant based on a yearly salary of approximately \$100,000.00; which equals
10 a gross monthly income of \$8,333.33.
11

12 24. In applying the calculations set forth in Chapter 425 of Nevada
13 Administrative Code, Defendant's child support obligation to Plaintiff shall be set
14 at \$1,146.00 per month; said child support shall commence in May 2020.
15

16 ASSETS/DEBTS FINDINGS

17 (Video Cite 01:50:50)

18 25. With regard to assets and debts, each party will keep any assets or
19 debt in their name, or under their control, as their sole and separate assets/debts.
20

21 26. The only evidence the Court has is that this is a fair and equitable
22 resolution of the assets/debts in the community, which the Court hereby accepts.
23

24 ATTORNEY'S FEES FINDINGS

25 (Video Cite 01:51:23)

26 27. Absent contrary evidence, good cause exists to award attorney's fees
27 to Plaintiff under NRS 18.010 based upon the multiplication of these proceedings
28

1 and what appears to be Defendant's abandonment of the case. The Court is also
2 considering the fact that a *Joint Petition for Divorce* was initially filed in 2019; and
3 based upon Defendant's actions, this matter had to be litigated rather than resolved.
4

5 28. The Court will require Plaintiff's counsel to file a *Memorandum of*
6 *Fees/Costs* and *Brunzell Affidavit* for the Court's review; sanctions/fees previously
7 entered against Defendant during this action shall also be incorporated herein.
8

9 ...

10 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND**
11 **DECREED** that the bonds of matrimony heretofore and now existing between
12 Frank and Amy be, and the same are hereby wholly dissolved, and an absolute
13 *Decree of Divorce* is hereby granted, and each of the parties hereto is restored to
14 the status of a single, unmarried person.
15

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Frank
17 shall have SOLE LEGAL and SOLE PHYSICAL custody of the parties' one minor
18 child, to-wit: GIANNA HANLEY LUCIANO, born September 24, 2014.
19

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Amy's
21 VISITATION with Gianna shall be at Frank's SOLE DISCRETION.
22

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Amy
24 shall pay CHILD SUPPORT to Frank, in the amount of \$1,146.000 per month,
25 pursuant to Chapter 425 of Nevada Administrative Code. Said child support shall
26 be due on the 30th of each month; and shall commence this month (May 2020).
27
28

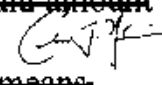
1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that neither
2 party shall pay SPOUSAL SUPPORT or ALIMONY to the other.
3

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Frank
5 shall continue to provide MEDICAL INSURANCE for the benefit of Gianna. Any
6 unreimbursed medical, dental, optical, orthodontic or other health related expense,
7 incurred for the benefit of the minor child, is to be divided equally between the
8 parties. Either party incurring an out of pocket medical expense for the child shall
9 provide a copy of the paid invoice/receipt to the other party within thirty (30) days
10 of incurring such expense (if not tendered within the thirty (30) day period, the
11 Court may consider it as a waiver of reimbursement). The other party will then
12 have thirty (30) days from receipt within which to dispute the expense in writing or
13 reimburse the incurring party for one-half (½) of the out of pocket expense (if not
14 disputed or paid within the thirty (30) day period, the party may be subject to a
15 finding of contempt and appropriate sanctions).
16
17
18
19

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Frank
21 shall be entitled to claim Gianna as a dependent for tax purposes EACH year.
22

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each
24 party shall retain all ASSETS, BANK ACCOUNTS, and PERSONAL PROPERTY
25 in their own name and/or possession as their SOLE and SEPARATE PROPERTY.
26

27 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each
28 party shall assume all DEBTS in their name as their SOLE and SEPARATE DEBT.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Amy
2 should Frank submit the requested affidavits justifying an award of fees, the Court
3 ~~shall pay \$ _____ to Frank as/for ATTORNEY'S FEES and COSTS. Said amount~~
4 ~~is REDUCED to JUDGEMENT and deemed collectible by any/all legal means.~~ 

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Amy
6 shall pay \$100.00 to Frank as/for SANCTIONS that were previously-ordered in
7 this case (specifically, on March 10, 2020, based upon Defendant not appearing for
8 her December 30, 2019 deposition). Said amount is REDUCED to JUDGEMENT
9 and deemed collectible by any/all legal means.
10

11 ...

12
13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
14 following statutory notices relating to the custody/visitation of the minor child are
15 applicable to the parties herein:
16

17 **NOTICE IS HEREBY GIVEN** that pursuant to NRS 125C.0045(6):

18 **PENALTY FOR VIOLATION OF ORDER:**
19

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

1 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0045(7)(8):

2 The terms of the Hague Convention of October 25, 1980, adopted by the
3 14th Session of the Hague Conference on Private International Law,
4 apply if a parent abducts or wrongfully retains a child in a foreign
5 country, as follows:

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

8 (a) The parties may agree, and the court shall include in the order for
9 custody of the child, that the United States is the country of habitual
10 residence of the child for the purposes of applying the terms of the Hague
11 Convention as set forth in subsection 7.

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

22 **NOTICE IS HEREBY GIVEN** that:

23 Under the terms of the Parental Kidnapping Prevention Act, 28 U.S.C.
24 Sec. 1738A, and the Uniform Child Custody Jurisdiction Act, NRS
25 125A.010 et seq., the Courts of Nevada have exclusive modification
26 jurisdiction of the custody, visitation and child support terms relating to
27 the child(ren) at issue in this case so long as either of the parties, or the
28 child, continue to reside in this jurisdiction. The minor child(ren)'s home
 state is Nevada, which is in the United States of America.

1 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.006:

2 1. If PRIMARY PHYSICAL custody has been established pursuant to
3 an order, judgment or decree of a court and the custodial parent intends to
4 relocate his or her residence to a place outside of this State or to a place
5 within this State that is at such a distance that would substantially impair
6 the ability of the other parent to maintain a meaningful relationship with
7 the child, and the custodial parent desires to take the child with him or
8 her, the custodial parent shall, before relocating:

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

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

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

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

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

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

21 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0065:

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

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

1 (b) If the non-relocating parent refuses to give that consent,
2 petition the court for PRIMARY PHYSICAL custody for
3 the purpose of relocating.

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

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

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

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

13 **NOTICE IS FURTHER GIVEN** that the parties, and each of them, are
14 hereby placed on notice that in the event either party is ordered to pay
15 child support to the other, that, pursuant to NRS 125.450, a parent
16 responsible for paying child support is subject to NRS 31A.010 through
17 NRS 31A.340, inclusive, and Sections 2 and 3 of Chapter 31A of the
18 Nevada Revised Statutes regarding the withholding of wages and
19 commissions for the delinquent payment of support, that these statutes
20 and provisions require that, if a parent responsible for paying child
21 support is delinquent in paying the support of a child that such person has
22 been ordered to pay, then that person's wages or commissions shall
23 immediately be subject to wage assignment and garnishment, pursuant to
24 the provisions of the above-referenced statutes.

25 **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125B.145:

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

28 (a) The Division of Welfare and Supportive Services of the 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,

2 ...be reviewed by the court at least every 3 years pursuant to this section to
3 determine whether the order should be modified or adjusted. Each review
4 conducted pursuant to this section must be in response to a separate request.

5 2. If the court:

6 (a) Does not have jurisdiction to modify the order, the court may forward the
7 request to any court with appropriate jurisdiction.

8 (b) Has jurisdiction to modify the order and, taking into account the best
9 interests of the child, determines that modification or adjustment of the order is
10 appropriate, the court shall enter an order modifying or adjusting the previous
11 order for support in accordance with the guidelines established by the
12 Administrator of the Division of Welfare and Supportive Services of the
13 Department of Health and Human Services pursuant to NRS 425.620.

14 3. The court shall ensure that:

15 (a) Each person who is subject to an order for the support of a child is notified,
16 not less than once every 3 years, that the person may request a review of the
17 order pursuant to this section; or

18 (b) An order for the support of a child includes notification that each person
19 who is subject to the order may request a review of the order pursuant to this
20 section.

21 4. An order for the support of a child may be reviewed at any time on the basis
22 of changed circumstances. For the purposes of this subsection, a change of 20
23 percent or more in the gross monthly income of a person who is subject to an
24 order for the support of a child shall be deemed to constitute changed
25 circumstances requiring a review for modification of the order for the support
26 of a child.

27 5. As used in this section:

28 (a) "Gross monthly income" has the meaning ascribed to it in NRS 125B.070.

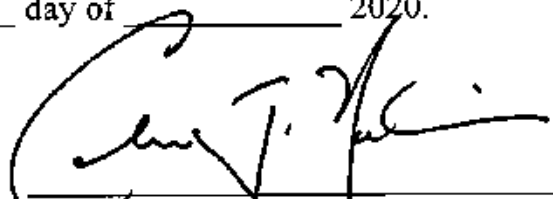
(b) "Order for the support of a child" means such an order that was issued or is
being enforced by a court of this State.

NOTICE IS HEREBY GIVEN that if you want to adjust the amount of
child support established in this order, you must file a motion to modify the

1 order with or submit a stipulation to the court. If a motion to modify the
2 order is not filed or a stipulation is not submitted, the child support
3 obligation established in this order will continue until such time as all
4 children who are the subject of this order reach 18 years of age or, if the
5 youngest child who is subject to this order is still in high school when he or
6 she reaches 18 years of age, when the child graduates from high school or
7 reaches 19 years of age, whichever comes first. Unless the parties agree
8 otherwise in a stipulation, any modification made pursuant to a motion to
9 modify the order will be effective as of the date the motion was filed.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
11 parties shall submit the information required in NRS 125B.055, NRS
12 125.130, and NRS 125.230 on a separate form to the Court and the
13 Welfare Division of the Department of Human Resources within ten (10)
14 days from the date this Order is filed; such information shall be
15 maintained by the Clerk in a confidential manner and not part of the
16 public record. The parties shall update the information filed with the
17 Court and the Welfare Division of the Department of Human Resources
18 within ten (10) days should any of the information become inaccurate.

19 **DONE and DATED** this 8th day of June, 2020.
20

21 

22 **HONORABLE CHARLES HOSKIN SE**
23 **DISTRICT COURT JUDGE**
24 **EDA 85C ADDD D327**
25 **Charles J. Hoskin**

26 Respectfully Submitted:

27 

28 **Alex B. Ghibaudo, Esq.**
Nevada Bar Number: 10592
ALEX GHIBAUDO, PC
703 South Eighth Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

Exhibit 9

Steven D. Grierson

COURT CODE: MOT

Your Name: Amy C. Luciano

Address: Protected/Safeguarded

Telephone: 1-702-581-3613 (Protected/Safeguarded)

Email Address: luciano.amyc@icloud.com

Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

Frank Luciano
Plaintiff,

vs.

Amy Luciano
Defendant.

CASE NO.: D-19-598320-D

DEPT: E

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

☐ Yes. Hearing Date: _____

Hearing Time: _____

☒ No. Chambers Decision: _____

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

TO: Name of Opposing Party and ~~Party's Attorney~~, if any, Frank Luciano

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

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

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

Submitted By: Amy C. Luciano

☐ Plaintiff / ☒ Defendant

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the judges are responsible for knowing the law & applying it properly.
• You are responsible for knowing the law about your case. For more information on the law, this form, and free
classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road. To find
an attorney, call the State Bar of Nevada at (702) 382-0504.

MOTION

(Your name) Amy C. Luciano moves this Court for an order to set aside an order, judgment and/or default. (☒ check one)

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

POINTS AND AUTHORITIES LEGAL ARGUMENT

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

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

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served.

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

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

FACTS AND ARGUMENT

1. Order/Default. (☒ check one)

- ☐ I want to set aside a default that was entered on (date default was filed) _____.
- ☒ I want to set aside an order. A hearing was held on (date of the hearing, or "n/a" if there was no hearing) 05/14/2020. A written order was filed (date of the order) 06/08/2020. I was served with a copy of the order on (date you received the order) N/A - Not served.

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

- ☒ I was never served with the other party's court papers that led to the court order/default. - "Summons" served on other people and not myself.
- ☐ I did not respond to the other party's court papers because of my mistake, inadvertence,

surprise, or excusable neglect. (Explain why you did not respond to the original papers):

A decree, judgment or order requires personal service upon a party to a case. I have never been personally served with any order. In fact, I was informed by several judicial executive assistants that they are aware I had all of my emails hacked & lost access, lost my phone lines, and just now comfortable contacting this court. See Continuation.

- ☒ The other party committed fraud, misrepresentation, or misconduct that resulted in the

order. (Explain what the other party did to get the order that was wrong):

A motion was filed requesting temporary orders in which I was never served. In addition, I received the hearing minutes for 02/20/2020 on 02/21/2020, which stated clearly ^{that} I was not personally served. New evidence exists where the Court failed to protect my substantial rights & that of our daughters. See Exhibit "A".

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

On December 31, 2019, I filed an "amended motion to disqualify, etc.", which this Court failed to address. As this Court is aware, any motion to disqualify stays proceedings until the motion is properly addressed. As such, I filed and submitted the amended motion to disqualify with the state bar of Nevada, and they stated this court has jurisdiction. See Ex. "A".

2. Grounds. The default, decree, or order should be set aside because:

In addition, my social media accounts were hacked, items posted that I did not post. I was ~~att~~^{also} physically assaulted on two (2) separate occasions by the bailiff's at family court. One (1) time being after the hearing for protective order; and the other being after a discovery commissioner's hearing. Under no circumstances should I have been physically assaulted and I filed two (2) reports with the court administration. Further, I am in possession of a video from the St. George Police Department's body cam footage, whereas Frank Luciano admitted all allegations made in the pleadings filed by the former attorney's were in fact slander. In addition, Frank Luciano admitted in emails that he was informing the former attorney's of my new email address, but clearly the attorneys' failed to notify this Court of such. Therefore they cannot claim under any circumstance they were protecting anyone's substantial rights. Further, this Court knows I was fired by my former employer and was on unemployment for most of 2019. The fact there was purported child support awarded in excess of a \$1,000 is gross negligence. It's this job of the elected judge of this Court to know the law and protect the substantial rights of self-represented litigants to prevent reversible error. That did not occur here and must be corrected.

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

The facts are simple, I did not consent to these proceedings and neither attorney present on the opposing side ^{during} this time can attest to supposedly protecting my substantial rights, that of Frank's, or even our daughter's. The fact I had to seek assistance in the State of Utah from the behavior and actions that occurred is upsetting and confounding at best. See Exhibit "B".
I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate. I am unable to retain an attorney as none of them will take this mess of a case. They all said it was an atrocity
DATED July 16th, 2020.

Submitted By: (your signature)

(print your name)

Amy C. Luciano

Amy C. Luciano

DECLARATION IN SUPPORT OF MOTION TO SET ASIDE

I declare, under penalty of perjury:

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

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

DATED July 16th, 2020.

Submitted By: (your signature)

(print your name)

Amy C. Luciano

Amy C. Luciano

Exhibit 10



1 **OPPC**

2 Alex B. Ghibauda, Esq.

3 Nevada Bar No. 10592

4 Michancy M. Cramer, Esq.

5 Nevada Bar No. 11545

6 **ALEX GHIBAUDO, PC**

7 197 East California Avenue – Suite 250

8 Las Vegas, Nevada 89104

9 T: (702) 978-7090

10 F: (702) 924-6553

11 E: alex@glawvegas.com

12 *Attorneys for Plaintiff*

13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **FAMILY DIVISION**
15 **CLARK COUNTY, NEVADA**

16 FRANK LUCIANO,

17 Plaintiff,

18 vs.

19 AMY LUCIANO,

20 Defendant.

Case Number: D-19-598320-D

Department: E

Date of Hearing: August 28, 2020

Time of Hearing: Chambers Calendar

Oral Argument Requested: Yes

21 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO SET**
22 **ASIDE ORDER, JUDGMENT, AND/OR DEFAULT; AND**
23 **COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

24 COMES NOW, Plaintiff FRANK LUCIANO, by and through his Attorney
25 of Record, Alex Ghibauda, Esq., of *Alex Ghibauda, PC*, and hereby files his
26 *Opposition to Defendant's Motion to Set Aside Order, Judgment, and/or Default;*
27 *and Countermotion for Attorney's Fees and Costs.*

28 ...

This *Opposition/Counter-motion* is based upon the attached Memorandum of Points and Authorities, any supporting exhibits provided in *Plaintiff's Exhibit Appendix* filed contemporaneously with this Motion, the attached *Declaration of Frank Luciano*, any and all pleadings and papers on file herein, and any further evidence or argument presented to the Court at the hearing of this matter.

As set forth herein, Frank respectfully requests that the Court:

1. Deny Defendant's Motion in its entirety;
2. Award Frank his attorney's fees and costs; and
3. Award Frank any other relief this Court deems just and appropriate.

DATED Monday August 3, 2020.

Respectfully Submitted,

/s/ Alex Ghibaud

Alex B. Ghibaudo, Esq.
Nevada Bar No. 10592
Michancy M. Cramer, Esq.
Nevada Bar No. 11545
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Attorneys for Plaintiff

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TO: ALL OTHER INTERESTED PARTIES

Pursuant to recent changes to the Nevada Supreme Court Electronic Filing Rules, the Clerk's Office will electronically file a *Notice of Hearing* upon receipt of this Motion. In accordance with NEFCR 9(d), if you are not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, undersigned will serve the Clerk's *Notice of Hearing* to you by traditional means.

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/s/ Alex Ghibaud

Page 3 of 23

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTORY FACTS**

4 The parties to this post-judgment divorce action are FRANK LUCIANO
5 (hereinafter "Frank" or "Plaintiff") and AMY LUCIANO (hereinafter "Amy" or
6 "Defendant"); the parties have one minor child together from their marriage, to-wit:
7 GIANNA HANLEY LUCIANO (hereinafter "Gianna"), born September 24, 2014,
8 presently age 5, and thriving in Frank's care and custody.
9

10 A *Decree of Divorce* was entered, less than two months ago, on June 8, 2020
11 (with a *Notice of Entry of Decree* filed that same day) wherein Frank was awarded
12 SOLE LEGAL and SOLE PHYSICAL custody of Gianna (see Decree at 6:17). The
13 parties' Decree also includes twenty-eight (28) specific FINDINGS entered by this
14 Honorable Court, specifically (see Decree starting at 2:6):
15
16

17 **PRELIMINARY FINDINGS**

18 **(Video Cite 01:35:10)**

19 1. The date of today's hearing (the parties' Non-jury Trial) was listed on
20 the *Case Management Order* personally handed to Defendant, in open court, during
21 the parties' Case Management Conference on December 12, 2019.
22

23 2. Defendant was also present at the parties' February 4, 2020 hearing
24 wherein the Court set a Show Cause Hearing for the same date of May 19, 2020.
25

26 3. Therefore, Defendant was notified of today's trial date on at least two
27 (2) different occasions; both times in writing.
28

1 4. Court staff sent three separate e-mail invites to Defendant (to the three
2 different email address the Court has for Defendant) with regard to the parties'
3 May 5, 2020 Calendar Call; two of those emails came back; one went through.
4

5 5. Court staff tried calling Defendant (at both numbers the Court has for
6 Defendant) with regard to the May 5, 2020 Calendar Call, without success.
7

8 6. Court staff sent three different email invites to Defendant (to the three
9 different email addresses the Court has for Defendant) regarding today's Non-jury
10 Trial; all three emails came back.

11 7. Court staff tried calling Defendant (at both numbers the Court has for
12 Defendant) on multiple occasions over the course of the week leading up to today's
13 Non-jury Trial, also without success.
14

15 8. Despite potential concerns related to COVID-19, Defendant also had
16 the opportunity to show up in-person for today's hearing; the Court would have
17 allowed Defendant into the courtroom with a mask and gloves; and Defendant
18 would have had the ability to appear and present whatever she wished to the Court.
19

20 9. It appears she has chosen to essentially abandon this case.

21 10. Based upon Defendant's non-appearance at the parties' Calendar Call,
22 on May 5, 2020, the Court invoked EDCR 2.69.
23

24 11. Plaintiff's counsel wanted to give Defendant one more opportunity to
25 appear and participate; unfortunately, she has chosen not to take advantage of that.
26

27 12. Based upon Defendant's non-appearance at today's Non-jury Trial
28 (May 19, 2020), the Court is again invoking EDCR 2.69.

1 CHILD CUSTODY FINDINGS

2 (Video Cite 01:48:30)

3 13. This Court has complete jurisdiction in the premises, both as to the
4 subject matter thereof as well as the parties thereto and their minor child.
5

6 14. Plaintiff now is, and has been an actual and bona fide resident of the
7 County of Clark, State of Nevada, and has actually been domiciled therein for
8 more than six (6) weeks immediately preceding the commencement of this action.
9

10 15. All of the allegations contained in Plaintiff's *Complaint for Divorce*
11 (filed on October 19, 2019) are true as therein alleged; and Plaintiff is entitled to an
12 absolute *Decree of Divorce*.
13

14 16. The parties were married on or about November 18, 2017 in Clark
15 County, Nevada; and have ever since been husband and wife.

16 17. That there is one minor child born the issue of this marriage, to wit:
17 GIANNA HANLEY LUCIANO (hereinafter "Gianna"), born September 24, 2014.
18 There are no adopted children of the parties.
19

20 18. Based on the testimony of Plaintiff, and an analysis of the factors set
21 forth in NRS 125C.0035, it is in the minor child's best interest for Plaintiff to have
22 SOLE LEGAL and SOLE PHYSICAL custody of said minor child.
23

24 19. The Court will not put visitation in place for Defendant unless/until
25 Plaintiff deems it appropriate; or until Defendant brings the matter back before the
26 Court (to make additional findings as to the best interest of the minor child in order
27 to potentially re-establish contact with the minor child).
28

20. The Court accepts Plaintiff's testimony that he would eventually like Defendant to have contact with the minor child; but said contact needs to be "fit" contact that ensures the safety of the minor child.

21. The Court notes that Defendant had agreed, at a prior hearing, to not only undergo a psychological evaluation, but to also pay for said evaluation; to date, it appears that Defendant has failed to do so (video cite at 01:44:10).

CHILD SUPPORT FINDINGS
(Video Cite 01:48:30)

22. With regard to child support, Defendant's *Financial Disclosure Form* filed on February 4, 2020 indicates that she is unemployed; however, Defendant was not present to offer any evidence in this regard.

23. Based upon the testimony of Plaintiff, and based on not having any contrary evidence from Defendant, the Court finds it appropriate to impute income to Defendant based on a yearly salary of approximately \$100,000.00; which equals a gross monthly income of \$8,333.33.

24. In applying the calculations set forth in Chapter 425 of Nevada Administrative Code, Defendant's child support obligation to Plaintiff shall be set at \$1,146.00 per month; said child support shall commence in May 2020.

ASSETS/DEBTS FINDINGS
(Video Cite 01:50:50)

25. With regard to assets and debts, each party will keep any assets or debt in their name, or under their control, as their sole and separate assets/debts.

1 26. The only evidence the Court has is that this is a fair and equitable
2 resolution of the assets/debs in the community, which the Court hereby accepts.

3
4 ATTORNEY'S FEES FINDINGS
5 (Video Cite 01:51:23)

6 27. Absent contrary evidence, good cause exists to award attorney's fees
7 to Plaintiff under NRS 18.010 based upon the multiplication of these proceedings
8 and what appears to be Defendant's abandonment of the case. The Court is also
9 considering the fact that a *Joint Petition for Divorce* was initially filed in 2019; and
10 based upon Defendant's actions, this matter had to be litigated rather than resolved.

11
12 28. The Court will require Plaintiff's counsel to file a *Memorandum of*
13 *Fees/Costs* and *Brunzell Affidavit* for the Court's review; sanctions/fees previously
14 entered against Defendant during this action shall also be incorporated herein.

15
16 II.
17 OPPOSITION

18 A. **Amy Has Not Met Her Burden to Set Aside the Parties' Decree Under**
19 **NRCP 60(b); and her Motion Should be Denied**

20 NRCP 60 states, in relevant part:

21 **RULE 60. RELIEF FROM JUDGMENT OR ORDER**

22 **(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered**
23 **Evidence; Fraud, Etc.**

24 On motion and upon such terms as are just, the court may relieve a party or a
25 party's legal representative from a final judgment, order, or proceeding for
26 the following reasons:

- 27 1) mistake, inadvertence, surprise, or excusable neglect;
28 2) newly discovered evidence which by due diligence could not have been
 discovered in time to move for a new trial under Rule 59(b);

- 3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party;
- 4) the judgment is void; or,
- 5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation.

This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules.

In her Motion, filed on July 21, 2020, Amy seems to allege that the parties' Decree of Divorce should be set aside for the following reasons:

1) First, on page 1 of the Motion form Amy used from the Family Court Self-help Center, Amy crosses out the line at the bottom of the page that says, "you are responsible for knowing the law about your case," and replaces it by writing in, "the judges are responsible for knowing the law and applying it properly;" which is precisely what this Honorable Court (and the Discovery Commissioner) have done throughout the history of this case.

2) On page 3 of her Motion, Amy alleges that she was never personally served with a copy of Frank's Summons and Complaint. *This is simply not true.*

1 Pursuant to the *Affidavit of Service* filed on October 26, 2019, Amy was personally
2 served with copies of the Summons; Complaint; Frank's Motion for Temporary
3 Orders; Exhibits; FDF; and the Clerk's Notice of Hearing. Then, according to an
4 additional *Affidavit of Service* filed on November 4, 2020, Amy was also personally
5 served with a copy of the Court's Order Shortening Time setting the matter for an
6 initial hearing on November 7, 2019 (a hearing that Amy attended).
7

8
9 3) Amy goes on to allege, also on page 3, that she "has never been
10 personally served with any order" in this case. *This is also false.* During a hearing
11 before the Discover Commissioner on January 31, 2020 (immediately prior to Amy
12 being removed from the courtroom by five marshals based on Amy becoming
13 uncontrollably hysterical and belligerent), Frank's counsel personally served Amy,
14 on the record in open court, with copies of multiple orders, papers, and pleadings.
15
16

17 4) In the very next sentence, Amy alleges that, "I was informed by
18 several judicial executive assistants that they are aware that I had all of my emails
19 hacked and lost access." A claim that, while entertaining and amusing, *is also false*
20 and makes absolutely no sense.
21

22 The remainder of Amy's Motion is equally bizarre/unintelligible, making it
23 difficult for undersigned to provide a substantive response for the Court. As the
24 Court is well aware, this kind of behavior from Amy is nothing new. On February
25 13, 2020 (one week before the parties' February 20, 2020 hearing), Amy showed
26 up unannounced at Gianna's school; unilaterally removed Gianna from school; and
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1 immediately fled to the State of Utah (all without any notice or communication to
2 Frank). After law enforcement in both Nevada and Utah became involved, Amy
3 finally returned Gianna to Frank, on February 16, 2020, with bruises on Gianna's
4 face. Four days later, on February 20, 2020, Amy was a no-show for court and
5 Frank was granted sole legal and sole physical custody of Gianna (which
6 ultimately became the final Order of the Court and incorporated into the parties'
7 *Decree of Divorce* entered on June 8, 2020) .
8

9
10 After the parties' February 20, 2020 hearing: (1) Amy threatened to kill
11 Frank;¹ (2) Amy became homeless;² (3) Amy harassed administrators at
12 Cunningham Elementary (where Gianna attended Kindergarten);³ (4) Amy harassed
13 Frank at his home and work;⁴ (5) Amy continued to refuse to participate in a
14 psychological evaluation (as ordered by the Court); and (6) Amy continued to
15 refuse to participate in the discovery process.
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19
20 ¹ In text messages sent to Frank on April 6, 2020, Amy said, "Listen sweetheart I don't care; how about
that; in fact *I am going to go an fucking kill your ass*; watch what I do now."

21 ² Amy's purported address of 729 Granite Rapids Street, Las Vegas, Nevada 89138
22 has been vacant since 01/16/2020 (and was sold on 04/03/20);

23 Amy's purported address of 11512 Regal Rock Place, Las Vegas, Nevada 89138
has been vacant since 12/1/2020 (and was sold on 02/11/2020); and,

24 Amy's purported address of 10628 Foxberry Park Drive, Reno, Nevada 89521
25 belongs to family members that Amy no longer speaks with; mail sent to this address has been returned.

26 ³ At the request of school administrators, the Las Vegas Metropolitan Police Department removed Amy
27 from campus on March 12, 2020. LVMPD reported that, during their altercation with Amy, she
claimed to be a "lawyer"; then a "judge"; and that she was "dismissing" Cunningham's Principal.

28 ⁴ Since this litigation commenced in October 2019, Frank has been forced to contact LVMPD for
assistance at work (and at home) on more than a dozen different occasions.

1 In this regard, the history of these parties and the history of the parties'
2 lengthy litigation is worth repeating:

3
4 1) Frank and Amy met through mutual acquaintances and started dating
5 in, or around, September 2013;

6
7 2) Gianna was born on September 24, 2014 in Las Vegas, Nevada; and is
8 currently five (5) years-old.

9
10 3) Shortly before this filing, Amy pulled Gianna out of Kindergarten
11 (without Frank's knowledge or consent) and is refusing to send the child to school.

12
13 4) Shortly before this filing, Frank also learned that Amy does not have
14 food in the house for Gianna (or the boys) and is not keeping the house clean;

15
16 5) Shortly before this filing, Frank learned that Amy stays up until 4:00
17 or 5:00 a.m. and sleeps most of the day (leaving the kids unattended);

18
19 6) In early-2016, Frank discovered text messages on Amy's cellphone
20 documenting frequent late-night drug deals (*sometimes conducted with Gianna in*
21 *Amy's vehicle*) arranging meet-ups for the pick-up and/or drop-off of various
22 controlled substances.

23
24 7) In the text messages, Amy is seen negotiating the trafficking of "20's"
25 and "30's" of "addy's" (20mg and 30mg doses of Adderall) along with batches of
26 "blues" (Oxycodone pills) for herself and "other lawyer" friends.

27
28 8) In mid-2016, Amy was evicted from her house and was forced to
move in with her mother (Wendy Mazaros);

1 9) In late-2016, Frank took Amy to Summerlin Hospital for detox and
2 drug rehab; which was unsuccessful.

3
4 10) After promising to clean up her act and remain sober, Frank and Amy
5 were married on November 18, 2017;

6 11) Shortly after getting married, Amy began having friends (fellow
7 junkies) over to the house late at night to talk about their various Family Court
8 cases (Amy wrote pleadings for many of these people) and would stay up until
9 3:00 or 4:00 a.m. popping pills and drinking;
10

11 12) In mid-2018, Amy called Frank and told him to come home because
12 she couldn't take of Gianna. When Frank arrived, he found Amy passed out in the
13 parties' backyard (where it was 110-plus-degrees) laying face-first into the ground.
14 Amy had nearly overdosed and taken her life.
15

16 13) A week before Christmas 2018, Amy and Frank were evicted from
17 their Summerlin home; unbeknownst to Frank, Amy had emptied the parties'
18 savings account and blown the money on narcotics. The parties were forced to
19 spend Christmas at a hotel and live with a friend, shortly thereafter.
20

21 14) In January 2019, when Frank told Amy that their marriage was over,
22 Amy left what appeared to be a suicide note (using lipstick) on a bathroom mirror.
23 Genuinely wanting to see Amy get help (and genuinely wanting Amy to get clean
24 and sober) Frank stayed and arranged another rehab stay for Amy.
25

26 15) On or around January 22, 2019, Amy spent a few days at a rehab
27 facility and promised Frank she was on a path to long-lasting recovery.
28

1 16) In February 2019, Amy ran for Mayor of Las Vegas (and posted
2 strange campaign videos on her social media platforms raising concerns that her
3 delusions had not ceased; and that her drug use had only escalated);
4

5 17) Shortly thereafter, Frank told Amy that things were over;
6

7 18) On July 18, 2019, Amy filed an improper Joint Petition for Divorce;
8

9 19) On October 21, 2019, Frank filed a Complaint for Divorce;
10

11 20) On December 7, 2019 at 12:15 p.m., Amy inundated Frank with text
12 messages accusing him of *abducting Gianna*;
13

14 21) On December 30, 2019, Amy no showed for a deposition that had been
15 noticed and filed into the record on December 12, 2019. Undersigned counsel filed
16 a *Motion to Compel* later that same day;
17

18 22) On January 12, 2020, Amy took to social media to “brag” about a
19 road rage incident that resulted in a violent physical altercation; all of which took
20 place in front of Gianna.
21

22 23) On January 14, 2020, Amy told her three sons from a prior relationship
23 (Dylan, Danny, and Devin; the subject minors in Case No. D-12-467098-D) that she
24 was about to be evicted from her Las Vegas residence and that she was planning on
25 moving to Reno, Nevada immediately to live with her mother (Wendy Mazaros).
26

27 24) Dylan, Danny, and Devin also reported that earlier that day (January
28 14, 2020), Amy had told them to “get the f--- out of her house”; that “they were all
bad boys”; that Amy “no longer wanted them”; and that they “needed to go live

1 with their father (Michael Dziedzic) permanently.” Mr. Dziedzic now has full
2 custody of Dylan, Danny, and Devin.

3
4 25) On January 16, 2020, Amy emptied out her Las Vegas residence
5 (located at 729 Granite Rapids Street, Las Vegas, Nevada 89138).

6
7 26) Also, on January 16, 2020, Amy showed up unannounced at
8 Plaintiff’s (“Frank”) place of employment (Ford Country in the Valley Automall);
9 made an obnoxious scene in front of customers and Frank’s bosses; and demanded
10 that Frank immediately turn over Gianna. Since that day (January 16, 2020) was
11 the first day of Frank’s regular custodial period (and since Frank had just picked up
12 Gianna from her preschool for the start of his regular custodial week), he refused
13 and turned Amy away.

14
15
16 27) Shortly thereafter, Amy contacted the Las Vegas Metropolitan Police
17 Department; levied false allegations of child abduction/concealment against Frank;
18 and had Metro conduct multiple welfare checks on Gianna. Amy’s incessant
19 harassment of Frank has continued ever since and it has become abundantly clear
20 that Amy wishes to “keep” Gianna in Reno (after “discarding” Dylan, Danny, and
21 Devin in Las Vegas) without first asking this Court for permission to relocate.

22
23
24 28) On January 17, 2020, Amy had her mother’s husband (Carl Mazaros)
25 drop-off the boys’ bicycles, clothes, and personal belongings (thrown in trash bags)
26 at Mr. Dziedzic’s house:

27
28 ...

1 29) On January 18, 2020, without saying goodbye to the boys, Amy left
2 for Reno and hasn't communicated with Dylan, Danny, or Devin since.

3
4 30) On January 27, 2020, Amy filed an *Ex Parte Motion* into this case
5 making it perfectly clear how she feels about her sons, saying "*Gianna's half-*
6 *brothers were bad – and as a mother it is my job and duty to ensure they*
7 *understand that. They need to repent, seek and obtain forgiveness for their acts.*"

8
9 31) On January 31, 2020, during a hearing before the Discovery
10 Commissioner on Frank's *Motion to Compel* (filed on December 30, 2019); Amy
11 *had to be escorted out of the courtroom by five Marshals* after screaming at
12 Commissioner Fic about "being disqualified" from this case.

13
14 32) On February 2, 2020, Amy filed a *Financial Disclosure Form* into the
15 Joint Petition case Amy initiated in this matter (that this Court has since dismissed;
16 Case No. D-19-590373-Z) claiming that (1) Amy has a Master of Laws Degree
17 (LL.M.); (2) Amy has been diagnosed with a disability (ADD and Asperger's); and
18 that her prior source of employment, Adestria Project, has been fully dissolved
19 (despite the Nevada Secretary of State's website saying otherwise).

20
21 33) Interestingly, Amy filed a *Financial Disclosure Form* into her case
22 against Michael Dzedzic (Case No. D-12-467098-D) in late-2018 claiming that (1)
23 Amy attended "some college"; (2) Amy was not disabled at all; and (3) Amy was
24 earning \$127,500.00 per year from Adestria Project (income that should now be
25 imputed to Amy based on her documented earning potential):
26
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1 34) On February 4, 2020, Amy claimed in open court that she was living in
2 both Reno and Las Vegas; and that her Las Vegas home (at 729 Granite Rapids Street,
3 Las Vegas, Nevada 89138) had not been fully vacated.
4

5 35) Immediately after court, on February 4, 2020, Frank confirmed (through
6 Realtor Shaun Marion) that the Granite Rapids residence is vacant; has been vacant;
7 and is currently listed on the market.
8

9 36) On February 13, 2020 (one week before the parties' previous hearing
10 before this Court), Amy showed up unannounced at Gianna's school; unilaterally
11 removed Gianna from school; and immediately fled to the State of Utah (all
12 without any notice or communication to Frank). After law enforcement in both
13 Nevada and Utah became involved, Amy finally returned Gianna to Frank, on
14 February 16, 2020, with bruises on Gianna's face.
15
16

17 37) Four days later, on February 20, 2020, Amy was a no-show for court
18 and Frank was granted sole legal and sole physical custody of Gianna pending
19 further order of the Court.
20

21 38) Since the parties' February 20, 2020 hearing: (1) Amy has threatened
22 to kill Frank; (2) Amy has become homeless; (3) Amy has harassed administrators
23 at Cunningham Elementary (where Gianna attends Kindergarten); (4) Amy has
24 harassed Frank at his home and work; (5) Amy has continued to refuse to
25 participate in a psychological evaluation (as ordered by the Court); and (6) Amy has
26 continued to refuse to participate in the discovery process.
27
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1 ...
2 Under NRCP 60(b), Amy may set aside the decree of divorce or individual
3 provisions of it if she demonstrates that there was fraud, there is new evidence,
4 there is a mistake of fact or duress, or if there exists excusable neglect. Defendant
5 seems to claim that she was never served something, and that is why Frank
6 obtained the decree of divorce. If that is her argument, NRCP 60(b) is not her rule.
7 Therefore, this court must deny the motion.
8
9

10 Additionally, to date, (1) Amy has still not completed a psychological/
11 behavioral evaluation as previously stipulated between the parties and ordered by
12 this Court; (2) Frank has been forced to obtain a *Temporary Protective Order*
13 against Amy based on ongoing harassment/threats from Amy (see the parties' T-
14 cases hereto); and, (3) Amy has not met her burden under NRCP 60(b) to set aside
15 the parties' *Decree of Divorce*. Accordingly, Amy's Motion must be denied and
16 Frank should be awarded his attorney's fees and costs.
17
18

19
20 **III.**
COUNTERMOTION

21
22 Frank is requesting an award of attorney's fees and costs based, in part, on
23 NRS 18.010(2) should he become the prevailing party:
24

25 **NRS 18.010 Award of attorney's fees.**

- 26 1. The compensation of an attorney and counselor for his or her services is
27 governed by agreement, express or implied, which is not restrained by law.
28 2. In addition to the cases where an allowance is authorized by specific statute,
the court may make an allowance of attorney's fees to a prevailing party:

1 (a) When the prevailing party has not recovered more than \$20,000; or

2 (b) Without regard to the recovery sought, when the court finds that the
3 claim, counterclaim, cross-claim or third-party complaint or defense of
4 the opposing party was brought or maintained without reasonable ground
5 or to harass the prevailing party. The court shall liberally construe the
6 provisions of this paragraph in favor of awarding attorney's fees in all
7 appropriate situations. It is the intent of the Legislature that the court
8 award attorney's fees pursuant to this paragraph and impose sanctions
9 pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all
10 appropriate situations to punish for and deter frivolous or vexatious
11 claims and defenses because such claims and defenses overburden
12 limited judicial resources, hinder the timely resolution of meritorious
13 claims and increase the costs of engaging in business and providing
14 professional services to the public.

15 3. In awarding attorney's fees, the court may pronounce its decision on the
16 fees at the conclusion of the trial or special proceeding without written motion
17 and with or without presentation of additional evidence.

18 Frank also makes her request for fees pursuant to EDCR 7.60(b), based on
19 Amy's ongoing non-compliance with this Court's Orders and unnecessarily
20 multiplying these proceedings:

21 **Rule 7.60. Sanctions.**

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

26 (1) Presents to the court a motion or an opposition to a motion which is
27 obviously frivolous, unnecessary or unwarranted.

28 (2) Fails to prepare for a presentation.

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

(4) Fails or refuses to comply with these rules.

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

Additionally, pursuant to *Halbrook v. Halbrook*, 114 Nev. 1455, 1461, 971 P.2d 1262, 1266 (1998) citing to *Leeming v. Leeming*, 87 Nev. 530, 532, 490 P.2d, 342, 343 (1971), this Court has continuing jurisdiction to make an award of attorney's fees in a post-divorce proceeding under NRS 125.150(4), which states:

Except as otherwise provided in NRS 125.141, whether or not application for suit money has been made under the provisions of NRS 125.040, the court may award a reasonable attorney's fee to either party to an action for divorce.

Lastly, pursuant to *Miller v. Wilfong*, 121 Nev. 619, 623-625, 119 P.3d 727, 730-731 (2005) and *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969), an *Affidavit and Memorandum of Fees and Costs* to support Frank's request for attorney's fees can be filed upon request by the Court.

IV. CONCLUSION

WHEREFORE, based upon the foregoing, and for the reasons set forth herein, Frank respectfully requests that the Court:

1. Deny Amy's Motion in its entirety;
2. Award Frank his attorney's fees and costs; and
3. Award Frank any other relief this Court deems just and appropriate.

DATED Monday August 3, 2020.

Respectfully Submitted,

/s/ Alex Ghibaud

Alex B. Ghibaud, Esq.
Attorney for Plaintiff

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I declare under penalty of perjury under the laws of the State of Nevada (NRS 53.045 and 28 U.S.C. § 1746), that the forgoing is true and correct.

/s/ Frank Luciano ⁵

⁵ Plaintiff's signature affixed electronically pursuant to Eighth Judicial District Court Administrative Orders 20-10 and 20-17. Plaintiff's authorization was obtained prior to this filing.

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Pursuant to NRCp 5(b), I declare under penalty of perjury, under the law of the State of Nevada, that I served a true and correct copy of *Plaintiff's Opposition to Defendant's Motion to Set Aside Order, Judgment, and/or Default; and Countermotion for Attorney's Fees and Costs*, on August 3, 2020, as follows:

- ☐ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D), and Administrative Order 14-2 captioned "*In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court*," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☒ By depositing a copy of same in a sealed envelope in the United States Mail, postage pre-paid, in Las Vegas, Nevada (along with a courtesy copy sent via electronic mail);
- ☐ Pursuant to EDCR 7.26, sent via facsimile by duly executed consent for service by electronic means.

To the following address:

Amy Luciano
729 Granite Rapids Street
Las Vegas, Nevada 89138
Defendant in Proper Person

Amy Luciano
10628 Foxberry Park Drive
Reno, Nevada 89521
Defendant in Proper Person

/s/ Alex Ghibaudo

Alex B. Ghibaud, Esq.
Attorney for Plaintiff

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

FRANK LUCIANO

Plaintiff/Petitioner

vs.

AMY LUCIANO

Defendant/Respondent

Case Number: **D-19-598320-D**Department: **E**

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions after entry of a final Order issued pursuant to NRS 125, 125B, or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by Joint Petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below:

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | \$25 | The Motion/Opposition being filed with this form is subject to the \$25 reopen fee. |
| -OR- | | |
| <input checked="" type="checkbox"/> | \$0 | The Motion/Opposition being filed is not subject to the \$25 reopen fee because: |
| | <input checked="" type="checkbox"/> | The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered. |
| | <input type="checkbox"/> | The Motion/Opposition is being filed solely to adjust the amount of child support established in a final Order. |
| | <input type="checkbox"/> | The Motion/Opposition is for reconsideration or for a new trial and is being filed with 10 days after a final judgment or Decree was entered. The final Order was entered on: _____ |
| | <input type="checkbox"/> | Other Excluded Motion |

Step 2. Select the \$0, \$129, or \$57 filing fee in the box below:

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$0 | The Motion/Opposition being filed is not subject to the \$129 or \$57 fee because: |
| | <input checked="" type="checkbox"/> | The Motion/Opposition is being filed in a case not initiated by Joint Petition. |
| | <input type="checkbox"/> | The party filing the Motion/Opposition previously paid a fee of \$129 or \$57 |
| -OR- | | |
| <input type="checkbox"/> | \$129 | The Motion/Opposition being filed with this form is subject to the \$129 fee because it is a Motion to modify, adjust, or enforce a final Order. |
| -OR- | | |
| <input type="checkbox"/> | \$57 | The Motion/Opposition being filed is subject to the \$57 fee because it is an Opposition to a Motion to modify, adjust, or enforce a final Order or it is a Motion and the opposing party has already paid a fee of \$129. |

Step 3. Add the filing fees from Step 1 and Step 2:

The total filing fee for the Motion/Opposition I am filing with this form is

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: **Frank Luciano**

Date: **08.03.2020**

Signature of Party or Preparer: /s/ Alex B. Ghibauda, Esq.

Exhibit 11



1 ORD

2 DISTRICT COURT
3 FAMILY DIVISION
4 CLARK COUNTY, NEVADA

5 Frank Luciano,
6 Plaintiff

7 vs.

8 Amy Luciano,
9 Defendant

Case No.: D-19-598320-D

Dept.: E

Scheduled Hearing: August 28, 2020

10 ORDER

11 Pursuant to EDCR 5.502(i) this matter came on before the Court on
12 the Chambers Calendar, for decision without a hearing. This Court has
13 reviewed this file. The COURT FINDS that the Opposition filed on August
14 3, 2020 requests oral argument. Presently the Motion is set on the Court's
15 Chamber Calendar as the Motion did not request oral argument. Therefore
16 the hearing presently set for August 28, 2020 shall be moved to **September**
17 **16, 2020 at 10:00 a.m.** for oral argument.

18 IT IS SO ORDERED this 13th day of August, 2020



24 CHARLES J. HOSKIN
25 District Court Judge
26
27
28

Exhibit 12

1 NEO

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ***

Electronically Filed
8/14/2020 10:34 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

5 Frank Luciano, Plaintiff
6 vs.
7 Amy Luciano, Defendant.

Case No: D-19-598320-D
Department E

8
9 **NOTICE OF ENTRY OF ORDER**

10
11 Please take notice that an ORDER was entered in the foregoing
12 action and the following is a true and correct copy thereof.

13
14 Dated: August 14, 2020

15
16 *KT* *KH JE*

Cassie Burns
Judicial Executive Assistant
Department E

17
18
19 **CERTIFICATE OF SERVICE**

20
21 I hereby certify that on the above file stamp date:

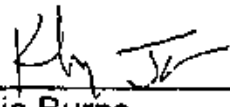
22 ☐ I placed a copy of the foregoing **NOTICE OF ENTRY OF ORDER**
23 in the appropriate attorney folder located in the Clerk of the Court's
24 Office of:

25 ☒ I e-served, emailed and/or mailed, via first-class mail, postage
26 fully prepaid, the foregoing **NOTICE OF ENTRY OF ORDER** to:

27 Alex Ghibaud
28 197 E. California Ave., Ste 250
Las Vegas, NV 89104

1 NEO

2 Amy Luciano
3 729 Granite Rapids ST
4 Las Vegas, NV 89138
5
6

7 
8 for Cassie Burns
9 Judicial Executive Assistant
10 Department E
11
12
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1 ORD

2 DISTRICT COURT
3 FAMILY DIVISION
4 CLARK COUNTY, NEVADA

5 Frank Luciano,
6 Plaintiff

7 vs.

8 Amy Luciano,
9 Defendant

Case No.: D-19-598320-D

Dept.: E

Scheduled Hearing: August 28, 2020

10 ORDER

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14 3, 2020 requests oral argument. Presently the Motion is set on the Court's
15 Chamber Calendar as the Motion did not request oral argument. Therefore
16 the hearing presently set for August 28, 2020 shall be moved to September
17 16, 2020 at 10:00 a.m. for oral argument.

18 IT IS SO ORDERED this 13th day of August, 2020

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CHARLES J. HOSKIN
District Court Judge

Exhibit 13

NCOA
Your Name: Amy Colleen Luciano
Address: 6551 Annie Oakley Dr, Apt. 321
Henderson, NV 89014
Telephone: 1-702-581-3613
Email Address: luciano.amyc@icloud.com

Steven D. Grierson

DISTRICT COURT
CLARK COUNTY, NEVADA

Frank Luciano,
Plaintiff,

vs.
Amy Luciano,
Defendant.

CASE NO.: D-19-598320-D
DEPT: E

NOTICE OF CHANGE OF ADDRESS

PLEASE TAKE NOTICE that (☒ check one) ☐ Plaintiff / ☒ Defendant has new contact information.

Your Name: Amy Colleen Luciano
Street Address: 6551 Annie Oakley Dr, Apt. 321
City, State, Zip: Henderson, NV 89014
Phone Number: 1-702-581-3613
Email Address: luciano.amyc@icloud.com

DATED (month) September (day) 24th, 2020

Submitted By: (Signature) ▶ /s/

Amy C. Luciano

Printed Name:

Amy Colleen Luciano

Exhibit 14

Steven D. Grierson

COURT CODE: MOT

Your Name: Amy Colleen Hanley
Address: 6551 Annie Oakley Drive, Apt. 321
Henderson, NV 89014
Telephone: 702-557-6415
Email Address: ahanley1976@gmail.com
Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Frank Luciano,
Plaintiff,

vs.

Amy Colleen Luciano,
Defendant.

CASE NO.: D-19-598320-D

DEPT: x

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

☐ Yes. Hearing Date: _____

Hearing Time: _____

☒ No. Chambers Decision: _____

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

TO: Name of Opposing Party and Party's Attorney, if any, Frank Luciano

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

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

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

Submitted By: /s/ Amy Colleen Hanley
☐ Plaintiff / ☒ Defendant

MOTION

(Your name) Amy Colleen Hanley moves this Court for an order to set aside an order, judgment and/or default. (☒ check one)

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

POINTS AND AUTHORITIES LEGAL ARGUMENT

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

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

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served.

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

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

FACTS AND ARGUMENT

1. **Order/Default.** (☒ *check one*)

- ☐ I want to set aside a default that was entered on *(date default was filed)* _____.
- ☒ I want to set aside an order. A hearing was held on *(date of the hearing, or "n/a" if there was no hearing)* 2/20/20; 5/19/20; 9/16/20. A written order was filed *(date of the order)* 2021/20; 8/6/20; 12/03/20. I was served with a copy of the order on *(date you received the order)* Never served.

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

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

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

There was an Motion filed sometime in Feb. of 2020, with an Ex Parte Application for an Order Shortening Time; and an Order Shortening time had been granted, however I was never personally served with the Motion; Ex Parte Application for an Order Shortening Time; and Order Shortening Time. Further, I was never served with an Order filed on Feb. 21, 2020. I was able to obtain a copy of the Feb. 20, 2020, hearing minutes. In review, multiple misrepresentations had been made to the Court. Because I don't know what date the Order Shortening Time was filed, I can't list a date but include herein to be set-aside. (See cont. pg 4-13).

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

In review of the Feb. 20, 2020, hearing minutes I was not fully apprised of the fact Plaintiff had been ordered prior thereto to pay child support in the amount of \$754.00, pursuant to the July 26, 2017, Order filed in case: Amy Hanley vs. Frank Luciano, no.: R-17198640-R. In fact, Plaintiff has a minimum of \$12,809.00 in child support arrears due to be paid to me without adding in interest and penalties, notwithstanding current child support upon set-aside of these egregious orders. (See cont. pg. 14-15).

2. Grounds. The default or order should be set aside because:

The other party committed fraud, misrepresentation, or misconduct that resulted in the order.

During the hearing held on Feb. 20, 2020, Dept. E was apprised and specifically knew it would be problematic to enter an order absent personal service.¹ In fact, the hearing scheduled on Feb. 20, 2020, should have been cancelled until I was personally served with the necessary documents. In review of the Feb. 20, 2020, hearing minutes, I can only discern the following:

Plaintiff's Motion, Ex Parte Application for an Order Shortening Time, and Order Shortening Time was nothing more than an amended version of his original Complaint for Divorce filed on Oct. 21, 2019. However, based on the following misrepresentations prior custody orders² were improperly set-aside and temporary

¹ The 14th amendment of the United States Constitution gives everyone a right to due process of law, which includes judgments that comply with the rules and case law. Most due process exceptions deal with the issue of **notification**. If, for example, someone gets a judgement against you in another state without you having been notified, you can attack the judgement for lack of due process of law. In *Griffen v. Griffen*, 327 U.S. 220, 66 S. Ct. 556, 90 L. Ed. 635.

² Pursuant to our private parenting agreement under *Bluestein vs. Bluestein*, Gianna is to reside primarily with me while Plaintiff is at work,² in accordance with the July 26, 2017, Child Support Order entered in case: *Amy Hanley vs. Frank Luciano*, no.: R-17-198640-R, as I have always held primary physical custody of her. However, an affidavit had never been properly filed to the record in the instant matter or another related matter providing with specificity our exact private parenting

orders obtained under fraud were entered without personal service having occurred.³ See EDCR 5.208; and 5.514.

Specifically, multiple misrepresentations had been made. The initial misrepresentation made during the hearing held on Feb. 20, 2020, was I supposedly picked up our only underage child, Gianna Hanley Luciano, born Sep. 24, 2014, (*hereinafter* Gianna), on a Thursday and ran with her.⁴ When in fact, Plaintiff improperly withdrew Gianna from Givens Elementary School on Jan. 23, 2020 (Thursday), and concealed her whereabouts over several weeks. See Exhibit B. After I was able to locate what elementary school Gianna had been improperly enrolled in without my consent and permission, I picked her up after school on Feb. 13, 2020 (Friday). Upon my arrival, I had been improperly removed from Gianna's school records and had to supply all my identifying documentation. Further, in mid-2016, Plaintiff had signed in front of a notary at America First Credit Union, paperwork to voluntarily terminate his parental rights of Gianna. These documents were sent to Patrick Driscoll, Esq., to keep safe and his office is currently locating them.

agreement pursuant to *Bluestein vs. Bluestein*, 131 Nev. Adv. Op. 14 (March 31, 2015).

³ See 02/20/2020, Hearing Minutes at pg. 1.

⁴ See 02/20/2020, Hearing Minutes at pg. 1.

In addition, on Feb. 16, 2020 (Sunday), when I took Gianna to Plaintiff, it was discovered he had been out the night before heavily drinking. Plaintiff became angry and physically pushed me out of our door, causing me to fall on my right knee and get injured while Gianna witnessed the entire event.⁵ See Exhibit C. However, Plaintiff was not arrested.⁶ In fact, if Plaintiff would have been arrested all hearings would have been cancelled and should have been cancelled irrespective of the fact Plaintiff had not been arrested, but solely due to the fact I had not been personally served. However, because Plaintiff knew he had a deceptive pending Motion on an Order Shortening Time, he yelled and told Gianna to go inside, slammed and locked the door, essentially concealing and detaining her as he knew I had not been personally served with his deceptive Motion; Ex Parte Application for an Order Shortening Time; and Order Shortening Time so I could personally oppose and attend a hearing held on Feb. 20, 2020. See EDCR 5.208; and 5.514.

An additional misrepresentation had been made that I was supposedly a flight risk, however I do not have a valid passport and only Plaintiff has a valid passport.⁷ Further, Plaintiff has improperly disconnected his phone number, shut down his

⁵ LVMPD Event #: LLV200200076812.

⁶ In fact, on Apr. 24, 2014, Plaintiff demonstrated the same type of behavior, when I was barely four (4) months pregnant with Gianna. During that time, Plaintiff got upset I was pregnant, asked me to get an abortion, and then pushed me out of our door causing me to fall. To be clear, we were not legally married on Apr. 24, 2014.

⁷ See 02/20/2020 Hearing Minutes at pg. 2.

email addresses,⁸ and refused to communicate, irrespective of the fact his prior lawyers just sent an email verifying I am to contact Plaintiff directly to resolve all outstanding issues. See Ex. A. In addition, Plaintiff has made multiple threats in the past of relocating with Gianna out of this State and improperly believes he is not subject to the Court's jurisdiction. See Exhibit D.

Further, Plaintiff's deceptive Motion and Ex Parte Application for an Order Shortening Time is a complete misrepresentation of the facts since on Feb. 14, 2021, Plaintiff sent text messages from his phone number of 1-801-879-0944 to Robin Stoddard's cell phone number⁹ falsely alleging something completely different had occurred in Feb. of 2020, prior to the filing of his deceptive Motion and Ex Parte Application for an Order Shortening Time, as opposed to taking responsibility and telling the truth.¹⁰ I had just received these photos of text messages in the last few weeks and was able to finally discern what I could possibly file and who to serve. See Exhibit E.

⁸ Plaintiff had frank7luciano@gmail.com; frank777luciano@gmail.com; and access to all business email addresses and my personal email addresses. In fact, Plaintiff has had access to iCloud email addresses I have established. In addition, additional evidence had been obtained establishing additional access had been improperly obtained.

⁹ 1-775-636-5569.

¹⁰ Plaintiff should have been communicating with me, and not with Stoddard who is my only maternal half-sister. In fact, Plaintiff improperly sent a photo of page one and the last page of the June 8, 2020, decree to Stoddard, irrespective of the fact, I had not been personally served. See Ex. E.

The next misrepresentation made during the Feb. 20, 2020, hearing was I supposedly evaded service, when in fact, such never occurred. Plaintiff has always known where I physically resided. In fact, it was Plaintiff who made several misrepresentations as to his physical address. When Plaintiff's Complaint was initially filed on Oct. 21, 2019, his address was listed as 729 Granite Rapids Street, Las Vegas, NV 89138. However, Plaintiff was not residing full time with me, Gianna, and her three underage older siblings, but instead had rented a room located in Henderson, NV. Prior to renting a room in Henderson, NV, Plaintiff had demanded that I accept \$500.00 per month from him towards rent and child support, or he was going to move out. Shortly after Christmas of 2019, Plaintiff had rented an apartment but refused to provide the address.¹¹

Another misrepresentation made was I supposedly violated orders of the court when I never did. In fact, Plaintiff had and has violated multiple orders and caused significant procedural irregularities and defects in the past, either at the advice of his prior counsel and/or by his own decision.

Specifically, during a hearing held prior to Feb. 20, 2020, Plaintiff was required to provide his physical address after he had already improperly removed Gianna from Givens Elementary School without my explicit permission. However,

¹¹ Plaintiff knew the temporary rental home located at 729 Granite Rapids Street, Las Vegas, NV 89138 was listed on the real estate market to be sold and had been sold.

during the hearing Plaintiff failed to provide his full and complete address and only provided a partial address, essentially concealing and detaining Gianna from me. In addition, Plaintiff was ordered to allow me inside the apartment. Further, my Dec. 31, 2019, Motion to Disqualify had been improperly denied. However, I have just recently acquired new evidence clearly demonstrating Alex Ghibaud, Esq., and his entire law firm should not have been allowed to represent Plaintiff and proceed on a baseless matter where significant harm has already been done, and an injustice has occurred and thus must be corrected.¹² See Exhibit F.

In addition, on Dec. 18, 2018, we lost our rental home¹³ located at 808 Sand Primrose Street, Las Vegas, NV 89138.¹⁴ However, on Dec. 31, 2018, Plaintiff had quit his full-time job at Ford Country. Plaintiff did not return to work full time at Ford Country until on or about May 2, 2019. Also, Plaintiff knew and has known I

¹² In Sep. of 2019, Plaintiff was improperly contacted and solicited through text messaging by a former employee of Alex Ghibaud, Esq., after the joint petition had been filed and all matters resolved, specifically child custody and support.

¹³ Plaintiff's name was not included on the original lease agreement, though I had requested such, and he resided there from May 2, 2017 through Dec. 18, 2019, until we were improperly evicted. We did not have the money to hire an attorney to properly address the issue since Plaintiff felt it was more important to fly his older child out to Las Vegas, NV from Chicago, IL.

¹⁴ In Sep. of 2018, we had contracted to purchase a Luma home built by Pardee. We had been pre-qualified and approved, but Pardee had refused to sell us our home in Jan. of 2019. We did not have the money to hire an attorney to properly address the issue and a real estate agent who Plaintiff knew had contacted Pardee Homes to see what the problem was, but a reasonable excuse had not been given.

was permanently laid off from a temporary job on Feb. 2, 2019 and been receiving unemployment since Aug. of 2019. See Exhibit G. Further, Plaintiff has known I have thyroid cancer since mid-2019, after I lost the city of Las Vegas Mayor's Race. In fact, Plaintiff intentionally did not list me on his employer sponsored group medical and dental insurance plan through Ford Country.

On Oct. 8, 2020, and Oct. 9, 2020, I received multiple emails from Plaintiff demanding I contact America First Credit Union and Mercedes Benz Financial to pay close to \$50,000.00 in community debts. Plaintiff's emails demonstrate his willingness to proceed without an attorney and prohibit the application of EDCR 5.209(b)(3). Rather than provide commentary as to what Plaintiff wrote, I will allow the Court to review these emails and discern as to Plaintiff's true motive and intent. See Exhibit H.

On Feb. 17, 2021, I received text messages from Plaintiff while he was at work and using Gianna's iPad. The Court can discern Plaintiff's demeanor and behavior since obtaining multiple egregious, fraudulent and void orders subject to immediate set-aside. See Exhibit I.

As of the filing of this Motion, I still have not been personally served with Plaintiff's deceptive Motion; Ex Parte Application for an Order Shortening Time; Order Shortening Time; and post Hearing Order from the Feb. 20, 2020, hearing held. In fact, I still have not been properly served with most of the documents filed

by Plaintiff through his prior lawyers.¹⁵ In addition, when I asked Plaintiff to supply the name and number to his supposed retained lawyers on multiple occasions, he had refused to supply such. When I had attempted to reach Alex Ghibaud, Esq., on the phone, through facsimile and email, I never received a response until just recently. See Ex. A.

Gianna's and my substantial rights have been violated due to these procedural defects, irregularities, and injustices thus having already caused significant harm thereby prohibiting a court from improperly applying NRCP 61. In fact, I have not seen and spoken to Gianna since Feb. 16, 2020, when there was never basis to proceed and due to significant egregious past mistakes with orders entered subject to immediate set-aside. Further, I have never failed a drug test, but Plaintiff failed his and tested positive with THC in his system.

Whenever I have attempted to pick up Gianna from Plaintiff, I was threatened some random female was going to beat me up, called multiple vulgar names by Plaintiff, and been degraded and demeaned in the past. Plaintiff also continuously threatened to call the cops, irrespective of the fact, I had only tried to pick up Gianna. In addition, when I asked to receive copies of paperwork, those requests were improperly ignored, and I was told Plaintiff needed to personally serve me.

¹⁵ Including but not limited to June 8, 2020, Decree; Opposition to my July 21, 2020, Motion to Set Aside; and Order filed on Dec. 3, 2020.

Plaintiff has known since early Feb. of 2021, I was awarded custody of my other three older underage children who are Gianna's siblings and whom she has been raised with since birth during an emergency hearing held before 2nd Judicial District Court, Washoe County, Nevada. See Ex. H.

Therefore, in the instant matter, Dept. E lost jurisdiction to proceed when it improperly entered temporary orders during a hearing held on Feb. 20, 2020, without Defendant being personally served with a Plaintiff's Motion, Ex Parte Application for an Order Shortening Time, Order Shortening Time, and a post Hearing Order supposedly entered on Feb. 21, 2020.

Plaintiff's Oct. 21, 2019, initial Complaint had requested primary physical custody, but such had denied upon enforcement of their private parenting agreement. However, Plaintiff's erroneous and deceptive motion, and ex parte application for an order shortening time were based on an entirely different story than what Plaintiff recently sent to Robin Stoddard's phone number on Feb. 14, 2021. In addition, since an affidavit had never been submitted pursuant to *Bluestein vs. Bluestein*, 131 Nev. Adv. Op. 14 (Mar. 26, 2015),¹⁶ as to the parents private parenting agreement, Dept. E erred when it asked Defendant to provide a verbal custodial arrangement without

¹⁶ *Bluestein vs. Bluestein*, 131 Nev. Adv. Op. 14 (Mar. 26, 2015), is noticeably clear that parents are entitled to keep private parenting agreements private and are only required to supply such details in a written affidavit upon enforcement.

the proper documentation being supplied, thus thereby created additional harmful error subject to immediate set-aside.

Further, Defendant did attempt to call in on May 5, 2020, to attend all hearings but never received a return phone call, as she had not been personally served with the corresponding documents filed in Feb. of 2020, that resulted in a void judgment being filed on June 8, 2020.¹⁷ In addition, due to unexplainable reasons, Plaintiff and/or his prior lawyers repeatedly refused and/or failed to properly serve Defendant, thus intentionally adversely affecting her substantial parental rights and Gianna's substantial rights to have both of her parents involved in her life and her siblings.

Further, even though Defendant filed a Motion to Set Aside on July 21, 2020, such was done based on receiving knowledge a June 8, 2020, Decree of Divorce had been filed but was not properly served upon Defendant. In addition, during the hearing held on Sep. 16, 2020, it was brought to Defendant's attention, that Plaintiff had indeed attended the hearing but intentionally typed in the incorrect first name, knowing such would immediately preclude him from the hearing, thus denying Defendant the right to a fair hearing on Sept. 16, 2020.

¹⁷ It must be noted the June 8, 2020, Decree contains an inaccurate date as to when Plaintiff's initial Complaint was filed. In fact, Plaintiff's initial Complaint was filed on Oct. 21, 2019. Further, to my understanding there are no findings of fact and conclusions of law provided, as there was and is not a basis to proceed.

Other (*Explain the reasons you want the default/order set aside*):

After recently consulting with a family law attorney, I was apprised as to the multiple procedural defects and violations. Further, I never knew Plaintiff was ordered to pay child support to me in the amount of \$754.00 per month pursuant to the July 26, 2017, Order filed in case: Amy Hanley vs. Frank Luciano, no.: R-17-198640-R. In fact, Plaintiff has a minimum of \$12,809.00 in child support arrears due to be paid to me without adding in interest and penalties, notwithstanding a current child support award upon immediate set-aside of these egregious orders.¹⁸

In addition, when I called I.R.S. to acquire copies of a valid tax transcript, Plaintiff improperly claimed Gianna on his personal income tax return filed year ending Dec. 31, 2019 and had improperly filed as single. The Dec. 31, 2019, federal income tax return needs to be amended and filed properly with I.R.S., to conform with all prior year filings. Plaintiff was also egregiously allowed to claim Gianna as a dependent on future income tax return filings, and such should be corrected immediately.

Further, I was also made aware Plaintiff currently has Gianna on Medicaid and other assistance, though he currently works full time and demanded and received thousands of dollars from me in 2020.

¹⁸ To include but not limited to June 8, 2020, Decree (to my understanding such is absent findings of fact and conclusion of law); and Order filed on Dec. 3, 2020 (never been served and unsure of the contents).

Plaintiff also knew the leased 2018 Ford Explorer was under a business name since he signed all paperwork on behalf of the dissolved business. The lease expired and the vehicle was returned. The repossessed 2018 Mercedes Benz S450 was also a company leased vehicle and Plaintiff is a personal guarantor on the loan. However, Plaintiff acquired the 2019 Ford Fusion, knew I did not have a vehicle, and such is subject to community property.

3. Other Relief. In addition to the relief requested above, I would like the Court to also order the following:

A. Sole legal custody of Gianna should be granted to Amy Colleen Hanley.

Sole legal custody is justified as Plaintiff has intentionally thwarted and frustrated all past attempts, I have made to establish a meaningful relationship with Gianna. In fact, when I have tried to contact Gianna on Plaintiff's cell phone I was told no and was not allowed to speak to her. Further, since Plaintiff never took the mandated COPE class pursuant to EDCR 5.302, he does not understand what it means to parent and co-parent in the best interest of Gianna. (<http://selfhelp.nycourts.gov/self-help/divorce/divorce-laws-and-rules>). See Exhibit

J.¹⁹

¹⁹ Irrespective of Plaintiff's multiple false allegations, at his demands and false promises to bring Gianna physically home, I have sent thousands of dollars and had delivered clothes, toys, games, gift cards, groceries and food to 3800 S. Nellis Blvd., Apt. 261, Las Vegas, NV 89121 to ensure Gianna's needs were met. However, Plaintiff had only paid a mere total of \$735.26 in child support back in Aug., Sept.,

B. Primary physical custody of the minor child should be restored and granted to Amy Colleen Hanley, pursuant to our private parenting agreement under *Bluestein vs. Bluestein*, with the other parent having visitation as proposed in Exhibit 1 attached hereto.

C. The proposed holiday visitation schedule is attached as Exhibit 1. The holiday visitation schedule should control when in conflict with the regular visitation schedule.

Best Interest of the Child. The proposed physical custody and visitation arrangements are in the child's best interest because:

a) The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to her custody (Gianna is a 6.5yr old child and not of sufficient age to form an intelligent preference.);

b) Any nomination of a guardian for the child by a parent (Neither parent has ever nominated a guardian, nor has there ever been any paperwork fully signed and authenticated.);

c) Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent (Irrespective of the fact,

and Oct. of 2017. Plaintiff complained then and did not understand why Nevada imposed such a high amount when he only had to pay \$354.00 per month in child support regarding his older child.

Plaintiff supposedly testified on May 19, 2020, his desire to ensure Defendant had contact and a relationship with Gianna, however such has not occurred. To the contrary, Defendant has always fostered Plaintiff's relationship with Gianna and ensured contact. Specifically, even after Defendant obtained an enforceable Order in case: *Amy Hanley vs. Frank Luciano*, no.: R-17-198640-R, Defendant and Plaintiff resided together to ensure Gianna's best interest was met. It must be noted that Plaintiff had lost custody of his other older child and Defendant made sure to help reestablish and foster his relationship with his other older child. Specifically, in Aug. of 2018, Plaintiff's older child was flown out to Las Vegas, Nevada from Chicago, IL, at Defendant's suggestion and request. Further, though Plaintiff and Defendant had lost their rental home located at 808 Sand Primrose St., Las Vegas, NV 89138, on Dec. 18, 2018, Plaintiff demanded an airline ticket be bought to fly his older child from Chicago, IL to Las Vegas, NV to spend the holidays with him, Defendant, Gianna, and her three underage older siblings while they were staying in a suite at Green Valley Ranch Hotel and Casino. Defendant complied not to disappoint Plaintiff and purchased the airline ticket.);

d) The level of conflict between the parents (There was no conflict until Dept. E grossly erred when it entered Temporary Orders without Defendant being personally served with those requests and knew such would be a problem; and, also failed to require the mandated COPE class.);

e) The ability of the parents to cooperate to meet the needs of the child (There was an ability to cooperate and meet Gianna's needs, up and until, Dept. E erred when it entered temporary orders based on false premises and inaccurate facts without personal service ever occurring. When Defendant discovered Gianna had been to a dentist appointment on April 11, 2020, she had contacted and attempted to schedule Gianna a dentist appointment to have dental work done she needs. On Sep. 8, 2020, Plaintiff was contacted but had refused to bring Gianna to her dentist appointment. Shortly thereafter, Plaintiff had received a dental bill in the mail and had written Defendant's address on the envelope so she could pay a dental bill from 2019, even though Plaintiff is the guarantor on the account. See Exhibit K. However, irrespective of those circumstances, Plaintiff has willfully refused to supply any relevant information as to Gianna's wellbeing, medical needs, or education to Defendant. Further, Defendant did receive a notice in the mail from Cunningham elementary school indicating Gianna has 16 absences, but unclear about her grades since Plaintiff has told Cunningham Elementary School not to release those details to Defendant. See Exhibit L.);

f) The mental and physical health of the parents (Plaintiff's mental and physical health is unknown but based on review of text messages and comments made about blocking Defendant and calls being snuck through appear to indicate some type of underlying mental health disorder. See Ex. D. However, Defendant's own mental

and physical wellbeing is perfectly fine as she obtained sole physical and legal custody of her three other underage children and intends to properly address her cancer diagnosis upon immediate conclusion of the matter.);

g) The physical, developmental and emotional needs of the child (Gianna is a thriving, energetic, loving, compassionate, and caring child. However, due Plaintiff's past refusal to properly coparent and parent with Defendant, there are significant concerns as to Gianna's development. See Ex. A; D; I; and J. Gianna misses and loves Defendant very much; and Defendant loves and misses Gianna very much and such parent/child bond must be corrected. Gianna also misses her three underage older siblings and has been unjustly denied contact with them the past year.);

h) The nature of the relationship of the child with each parent (Gianna's relationship with Defendant is very bonded and close knit. Plaintiff's relationship with Gianna have clearly demonstrated his motive and intent is to use a child to obtain money to pay off debts. Further, it is overly concerning and alarming due to Plaintiff's inability to co-parent and parent effectively with Defendant. In fact, Plaintiff has referred to Defendant with the use of vulgar names when she has tried to pick up Gianna in the past, it can only be assumed Gianna has heard and witnessed such.);

i) The ability of the child to maintain relationship with any sibling (Defendant was justly awarded sole legal and physical custody of Gianna's three older underage siblings. Concerningly, Plaintiff allowed contact only once with Gianna's siblings on December 25, 2020, irrespective of the fact Gianna has been raised with her older underage siblings since her birth. To the contrary, Defendant has always made sure Gianna had contact and a relationship with Plaintiff's other older child from a previous relationship. In fact, Plaintiff had lost custody of his other older child, did not have much contact, and was constantly past due on his child support obligation. It was not until Plaintiff met Defendant is when he became somewhat of a mature and responsible adult in paying and taking care of his other child. However, due to unforeseen circumstances, when Plaintiff quit his job at Ford Country on Dec. 31, 2018, his child support obligation went unpaid. Shortly thereafter Defendant was unemployed. When their joint income tax return was filed in year ending Dec. 31, 2018, a substantial portion was garnished to pay in full Plaintiff's remaining child support obligation and arrears owed on his other older child.);

j) Any history of parental abuse or neglect of the child or a sibling of the child (Plaintiff nor Defendant have never abused or neglected Gianna. Further, there has never been abuse or neglect of Gianna's three underage older siblings.);

k) Whether either parent or any other person seeking custody has engaged in an act of domestic violence against the child, a parent of the child or any other person

residing with the child (Plaintiff did commit an act of domestic violence on Feb. 16, 2020, against Defendant with their minor child present. Confoundingly, Plaintiff should have been arrested but was not and such an egregious mistake must not occur in the future. In doing so, Plaintiff intentionally deceived the court on Feb. 20, 2020, to illegally obtain custody of their minor child, irrespective of the fact the law of the case is Defendant has always held primary physical custody of their minor child. Further, Plaintiff does have a history of such behavior and has not ever properly been held accountable to attend anger management and impulse control classes. Further, it appears Plaintiff's sole motive and intent was to obtain monies out of Defendant, that she does not have, because of some ill willed intent his credit was ruined. Likewise, Defendant's credit was also ruined.);

1) Whether either parent or any other person seeking custody has committed any act of abduction against the child or any other child. (Such has not occurred here, however Plaintiff has willfully withheld, detained and concealed Gianna from Defendant over the past year and such an injustice must be immediately corrected.)

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

When determining physical custody of a child, the sole consideration of the court is the best interest of the minor child. NRS 125C.0035. There is a presumption that joint physical custody and joint legal custody would be in the best interest of the child if: 1) the parents have so agreed; or 2) a parent has demonstrated, or attempted to demonstrate but had his or her efforts frustrated by the other parent, an intent to establish a meaningful relationship with the child. NRS125C.0025. A court may award one parent primary physical custody if it determines that joint physical custody is not in the best interest of the child. NRS 125C.003. The court shall also determine child support under NRS 125B.080. See also NRS 125.040. (See Cont. pgs. 15-21)

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

DATED May 28 _____, 2021.

Submitted By: (*your signature*) /s/ Amy Colleen Hanley
(*print your name*) Amy Colleen Hanley

DECLARATION IN SUPPORT OF MOTION TO SET ASIDE

I declare, under penalty of perjury:

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

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

DATED May 28 _____, 2021.

Submitted By: (*your signature*) /s/ Amy Colleen Hanley
(*print your name*) Amy Colleen Hanley

EXHIBIT 1: Parenting Timeshare and Holiday Schedule

☐ No Visitation Requested Because: (explain) _____

<p>Regular Schedule: <i>Be very specific. Include the times and days of the week for each parent's timeshare.</i> (ex.: <u>Mom</u>: Saturday 7pm – Wednesday 3pm, <u>Dad</u>: Wednesday 3pm – Saturday 7pm)</p>	<p>Amy Colleen Hanley: Monday at 7:30a.m., until Saturday at 5:00p.m. Frank Luciano: Saturday at 5:00p.m., until Monday at 7:30a.m.</p>
<p>Summer Schedule:</p>	<p><input checked="" type="checkbox"/> Same as the regular schedule. <input type="checkbox"/> Other: _____</p>
<p>Mother's Day and Mother's Birthday:</p>	<p><input checked="" type="checkbox"/> Mother every year from 9am – 7pm. <input type="checkbox"/> Other: _____</p>
<p>Father's Day and Father's Birthday:</p>	<p><input checked="" type="checkbox"/> Father every year from 9am – 7pm. <input type="checkbox"/> Other: _____</p>
<p>Child's Birthday:</p>	<p><input checked="" type="checkbox"/> <u>Even years</u> with (parent) <u>Frank Luciano</u> <u>Odd years</u> with (parent) <u>Amy Colleen Hanley</u> *Time shall be from 9am – 7pm.* <input type="checkbox"/> Other: _____</p>
<p>3 Day Weekends:</p>	<p><input checked="" type="checkbox"/> <u>Even Years</u>: MLK Jr. Day, Memorial Day, Labor Day with (parent) <u>Frank Luciano</u>, President's Day, Independence Day, Nevada Admissions Day with the other parent. <u>Odd Years</u>: MLK Jr. Day, Memorial Day, Labor Day with (parent) <u>Amy Colleen Hanley</u>, President's Day, Independence Day, Nevada Admissions Day with the other parent. *Time begins when school lets out the day before the holiday weekend (or 3pm if no school), and ends the day following the holiday weekend when school resumes (or 9am).* **If Independence Day falls on a Tuesday, Wednesday, or Thursday, the time shall be from July 3 at 9am until July 5 at 9am.** <input type="checkbox"/> Other: _____</p>

Easter / Spring Break:	<input checked="" type="checkbox"/> Even years with <i>(parent)</i> <u>Frank Luciano</u> Odd years with the other parent. *Time shall begin the day school lets out until noon the day before school resumes.* <input type="checkbox"/> Other: _____
Thanksgiving:	<input checked="" type="checkbox"/> Odd years with <i>(parent)</i> <u>Amy Colleen Hanley</u> Even years with the other parent. *Time shall begin the day school lets out until noon the day before school resumes.* <input type="checkbox"/> Other: _____
Winter Break / Christmas:	<input checked="" type="checkbox"/> Segment 1 (Christmas) consists of the day school lets out until December 26 at noon. Segment 2 (New Year's) consists of December 26 at noon until noon the day before school resumes. <u>Even years:</u> segment 1 with <i>(parent)</i> <u>Frank Luciano</u> , segment 2 with the other parent. <u>Odd years:</u> segment 1 with <i>(parent)</i> <u>Amy Colleen Hanley</u> , segment 2 with the other parent. <input type="checkbox"/> Other: _____
Other Holidays:	
Vacation:	<input type="checkbox"/> The parents will not establish a formal vacation plan, and will instead mutually agree on vacation days and times with the child(ren). <input checked="" type="checkbox"/> Each parent may have up to <i>(number)</i> <u>7</u> vacation days per year with the child(ren). The parent shall notify the other parent of the vacation and provide a general vacation itinerary at least <i>(number)</i> <u>14</u> days before the planned vacation. Vacation time is not allowed during a holiday allotted to the other parent.

Exhibit 15

Handwritten Signature
CLERK OF THE COURT

1 ORDR

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 FRANK LUCIANO,

7 Plaintiff,

8 vs.

9 AMY HANLEY F/K/A LUCIANO,

10 Defendant

Case No: D-19-598320D

Dept. No: X

DATE OF HEARING: 08/11/2021

TIME OF HEARING: CHAMBERS

11 **ORDER FROM AUGUST 11, 2021 CHAMBERS RE: DEFENDANT'S MOTION TO SET**
12 **ASIDE**

13 This matter is scheduled for Chambers (NO appearances) review on August 11, 2021 on
14 Defendant Amy (Amy) Hanley's May 31, 2021 Motion to Set Aside Order, Judgment and/or
15 Default. In support of her motion, Amy filed May 31, 2021 Exhibits and Financial Disclosure
16 Forms. On June 2, 2021, Amy filed a Schedule of Arrearages. On June 7, 2021, Amy filed
17 additional Financial Disclosure Forms.
18

19 This Court exercises authority granted it pursuant to NRCP 1 and EDCR 1.10 which
20 provide district court dockets shall be administered to secure speedy, efficient and inexpensive
21 determinations in every action.
22

23 The Court FINDS Amy failed to file any proofs of service for her documents with the
24 exception of her May 31, 2021 Exhibits (110 pages). The Court FINDS no opposition has been
25 filed and the time for filing any opposition has passed.

26 The Court FINDS there is a service defect for Amy's motion where she failed to file a
27 proof of service for her motion, financial disclosure forms and schedule of arrearages.
28

1 The Court further FINDS, in her motion, Amy requested several orders be set aside.
2 Specifically, Amy requested the following orders be set aside: 1) February 2, 2020, an order
3 filed prior to the June 8, 2020 Decree of Divorce; 2) May 19, 2020 order (this is actually the June
4 8, 2020 Decree of Divorce which was scheduled for non-jury trial and order to show cause
5 hearing on May 19, 2020); and September 16, 2020 order (this is actually a December 7, 2020
6 written order from September 16, 2020). The Court FINDS, notwithstanding the service defect
7 for Amy's motion, the Court previously considered and denied Amy's July 21, 2020 Motion to
8 Set Aside the February 2, 2020 order and June 8, 2020 Decree of Divorce. Accordingly, these
9 requests are controlled by law of the case. See Order (filed September 16, 2020).
10

11
12 Therefore, good cause appearing, this Court ORDERS the August 11, 2021 matter
13 VACATED.

14 Dated this 10th day of August, 2021

15
16 
17 HEIDI ALMASE
District Court Judge

18 069 2D7 9C4B 8B85
19 Heidi Almase
District Court Judge
20
21
22
23
24
25
26
27
28

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Frank Luciano, Plaintiff

CASE NO: D-19-598320-D

7 vs.

DEPT. NO. Department X

8 Amy Luciano, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/10/2021

15 Alex Ghibaudo

alex@glawvegas.com

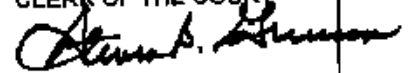
16 Amy Hanley

ahanley1976@gmail.com

17 Frank Luciano

fluciano@fordcountrylv.com

Exhibit 16



1 NEO

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 Frank Luciano, Plaintiff

Case No.: D-19-598320-D

5 vs.

6 Amy Luciano, Defendant.

Department X

7 **NOTICE OF ENTRY OF ORDER FROM AUGUST 11, 2021 CHAMBERS RE:**
8 **DEFENDANT'S MOTION TO SET ASIDE**

9 TO ALL INTERESTED PARTIES:

10 PLEASE TAKE NOTICE that an Order was entered in the above-entitled matter
11 on August 10, 2021, a true and correct copy of which is attached hereto.

12 Dated this 10th day of August, 2021.

13
14 /s/ Natalie Castro

15 Natalie Castro

16 Judicial Executive Assistant to the

HONORABLE HEIDI ALMASE

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on the above file stamped date:

19
20 ☒ E-Served pursuant to NEFCR 9 on August 10, 2021, or placed in the folder(s) located in
21 the Clerk's Office of, the following attorneys:

22 Frank Luciano

23 Amy Luciano

24 ☐ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF ENTRY
25 OF ORDER to:

26
27 /s/ Natalie Castro

28 Natalie Castro

Judicial Executive Assistant to the

HONORABLE HEIDI ALMASE

Alvin S. Lewis
CLERK OF THE COURT

1 ORDR

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 FRANK LUCIANO,

7 Plaintiff,

8 vs.

9 AMY HANLEY F/K/A LUCIANO,

10 Defendant

Case No: D-19-598320D

Dept. No: X

DATE OF HEARING: 08/11/2021

TIME OF HEARING: CHAMBERS

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13 VACATED.

14 Dated this 10th day of August, 2021

15
16 
17 HEIDI ALMASE
District Court Judge

18 069 2D7 9C48 8B85
19 Heidi Almase
20 District Court Judge
21
22
23
24
25
26
27
28

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Frank Luciano, Plaintiff

CASE NO: D-19-598320-D

7 vs.

DEPT. NO. Department X

8 Amy Luciano, Defendant.
9

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12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/10/2021

15 Alex Ghibaudo

alex@glawvegas.com

16 Amy Hanley

ahanley1976@gmail.com

17 Frank Luciano

fluciano@fordcountrylv.com

Exhibit 17

Steven D. Grierson

Your Name: Amy Colleen Hanley
Address: 10628 Foxberry Park Dr.
City, State, Zip Reno, NV 89512
Telephone: 702-557-6415
Email Address: ahanley1976@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

Frank Luciano F/K/A Luciano,
Plaintiff,

vs.

Amy Luciano N/K/A Amy Hanley,
Defendant.

CASE NO.: D-19-598320-D

DEPT: X

Amended **CERTIFICATE OF MAILING**

I, (name of person who mailed the document) Amy Hanley,
declare under penalty of perjury under the law of the State of Nevada that the following is true
and correct. That on (month) May (day) 31, 2021, service of the:

(☒ check all that apply)

☐ Motion

☐ Answer

☐ Financial Disclosure Form

☐ Opposition

☐ Reply

☐ Notice of Entry of Judgment / Order / Decree

☒ Other:

Defendants Motion and Notice of Motion to Set Aside and for Other Related Relief filed on 08/31/2021

was made pursuant to NRCP 5(b) by depositing a copy in the U.S. Mail in the State of Nevada,
postage prepaid, addressed to:

(Print the name and address of the person you mailed the document to)

Frank Luciano

3800 S. Nellis Blvd., Apt. 261

Las Vegas, NV 89121

DATED this 25 day of August, 2021

Submitted By: (your signature)

Amy Hanley

Exhibit 18

Steven D. Grierson

Your Name: Amy Colleen Hanley
Address: 10626 Foxberry Park Dr.
City, State, Zip: Reno, NV 89512
Telephone: 702-557-6415
Email Address: ahanley1978@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

Frank Luciano F/K/A Luciano,
Plaintiff,

CASE NO.: D-19-598320-D

DEPT: X

vs.

Amy Luciano N/K/A Amy Hanley,
Defendant.

Amended **CERTIFICATE OF MAILING**

I, (name of person who mailed the document) Amy Hanley,

declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That on (month) June (day) 16, 2021, service of the:

(☒ check all that apply)

☐ Motion

☐ Answer

☐ Financial Disclosure Form

☐ Opposition

☐ Reply

☐ Notice of Entry of Judgment / Order / Decree

☒ Other: Notice of Hearing filed on 06/16/2021

was made pursuant to NRCp 5(b) by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

(Print the name and address of the person you mailed the document to)

Frank Luciano

3800 S. Nellis Blvd., Apt. 261

Las Vegas, NV 89121

DATED this 25 day of August, 2021

Submitted By: (your signature)

Amy Hanley

Exhibit 19

Steven D. Grierson

Your Name: Amy Colleen Hanley
Address: 10628 Foxberry Park Dr.
City, State, Zip Reno, NV 89521
Telephone: 702-557-8415
Email Address: ahanley1976@gmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

Frank Luciano F/K/A Luciano,
Plaintiff,

vs.

Amy Luciano N/K/A Amy Hanley,
Defendant.

CASE NO.: D-19-598320-D

DEPT: X

Amended **NOTICE OF CHANGE OF ADDRESS**

PLEASE TAKE NOTICE that (☒ *check one*) ☐ Plaintiff / ☒ Defendant, has a new mailing address.

Your Name: Amy Colleen Hanley
Street Address: 10628 Foxberry Park Dr.
City, State, Zip Reno, NV 89521

DATED this 25 day of August, 2021

Submitted By: (Signature) ▶

Printed Name: Amy Colleen Hanley

CERTIFICATE OF MAILING

I, (your name) Amy Colleen Hanley declare under penalty of perjury under the law of the State of Nevada that on (month) August (day) 25, 2021, I served this *Notice of Change of Address* by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

Name of Person Served:	<u>Frank Luciano</u>
Address:	<u>3800 S. Nellis Blvd., Apt. 261</u>
City, State, Zip	<u>Las Vegas, NV 89121</u>

DATED this 25 day of August, 2021

Submitted By: (Signature)

Printed Name: Amy Colleen Hanley