

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

\* \* \* \* \*

OLENA KARPENKO,

Appellant/Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA, IN  
AND FOR THE COUNTY OF CLARK, AND  
THE HONORABLE DAWN THORNE,  
DISTRICT JUDGE,

Respondents.

and

ENRIQUE SCHAEERER; and DOES I through  
X,

Real Party of Interest.

Electronically Filed  
SC NO: Dec 30 2021 08:13 a.m.  
DC NO: 21-68888-C  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPELLANTS'  
INDEX TO  
APPENDIX  
DATE ORDER**

**VOLUME I**

**Attorneys for Appellant:**

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WILICK LAW GROUP  
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Las Vegas, Nevada 89110-2101  
(702) 438-4100  
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**Respondent(s):**

Paul A. Lemcke, Esq.  
Pecos Law Group  
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Henderson, Nevada 89074  
[paul@pecoslawgroup.com](mailto:paul@pecoslawgroup.com)  
Attorney for Respondent

District Court Judge, Dawn Thorne

Eighth Judicial District Court  
Family Courts & Services Center  
601 North Pecos Road  
Las Vegas, Nevada 89101

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**EXHIBIT “1”**

**EXHIBIT “1”**

**EXHIBIT “1”**

*Steven D. Grierson*

CASE NO: D-21-628088-D  
Department: To be determined

1 **COMD**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 PECOS LAW GROUP

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9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

10 Attorney for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No.

Dept No.

18 **COMPLAINT FOR DIVORCE**

19 COMES NOW Plaintiff, **Enrique Schaerer** ("Enrique"), by and through  
20 his attorney, **Paul A. Lemcke, Esq.**, of PECOS LAW GROUP, and for his cause of  
21 action for divorce, complains and alleges as follows:

22 1. For more than six (6) weeks immediately preceding the  
23 commencement of this action, Enrique has been and now is a bona fide and actual  
24 resident and domiciliary of the State of Nevada, County of Clark, and has been  
25  
26



1 actually and corporeally present in said State and County for more than six (6)  
2 weeks prior to the commencement of this action.

3         2. Defendant Olena Karpenko ("Olena") is a Ukrainian national who  
4 was a continuous resident and domiciliary of the State of Nevada, Clark County,  
5 Nevada from June 2020 through and including April 8, 2021.  
6

7         3. Enrique and Olena were married on the 26<sup>th</sup> day of December, 2020,  
8 in Las Vegas, Nevada, and ever since have been and now are husband and wife.

9         4. There are no minor children born the issue of this marriage, and the  
10 parties have not legally adopted any children.

11         5. Olena is currently pregnant with a child. Given the parties' marital  
12 status, Enrique will be presumed to be the natural father of the child if the child is  
13 born during the marriage, or within 285 days of the entry of the parties' divorce.  
14

15         6. Enrique is informed and believes, and thereon alleges, that he is not  
16 the natural father of Olena's unborn child. This Court should adjudicate the  
17 existence or nonexistence of the father and child relationship. On the birth of the  
18 child, Enrique requests that the Court order the taking of specimens for genetic  
19 identification in Nevada pursuant to NRS 126.121, and that the Court determine  
20 the qualifications of the experts and laboratories to be employed in the genetic  
21 sampling and testing.

22         7. On December 21, 2020, the parties entered into a Premarital  
23 Agreement (hereinafter the "Premarital Agreement") in Las Vegas. The Premarital  
24 Agreement is valid, binding, and legally enforceable.  
25

26 . . .



1        8.     The terms and conditions of the Premarital Agreement should be  
2 acknowledged, approved, and enforced by the Court in this divorce action.

3        9.     Enrique and Olena have not accumulated, nor do they own, any  
4 community property or joint property whatsoever.

5        10.    Enrique and Olena have not accumulated, nor do they own, any  
6 community or joint debts whatsoever.

7        11.    Enrique and Olena each have certain separate property and debts (as  
8 defined by the Premarital Agreement), and that separate property and debt should  
9 be confirmed to each of the parties consistent with the Premarital Agreement.

10       12.    Enrique and Olena entered into a mutual waiver of spousal support,  
11 alimony, preliminary allowances, and attorney's fees as specified in paragraphs  
12 16.2 and 16.3 of the Premarital Agreement.

13       13.    Neither Enrique or Olena should pay spousal support or alimony to  
14 the other party.

15       14.    The tastes, mental dispositions, views and likes and dislikes of  
16 Enrique and Olena have become so widely separated and divergent that the parties  
17 are incompatible to such an extent that it is impossible for them to live together as  
18 husband and wife, and there is no possibility of reconciliation between them.

19       15.    Each party should bear their attorney's fees and costs of suit in  
20 finalizing this divorce in accordance with the Premarital Agreement.

21       16.    Pursuant to paragraph 19.13 of the Premarital Agreement, in the  
22 event either party seeks to litigate the Premarital Agreement, or to otherwise  
23 contest, impair, or invalidate the Premarital Agreement, or any provision thereof,  
24  
25  
26



1 or seeks declaratory or other relief, then the prevailing party in any such action  
2 must be awarded his or her reasonable attorney's fees and costs.

3 **WHEREFORE**, Enrique prays for judgment as follows:

4 1. That the bonds of matrimony now and heretofore existing between  
5 Enrique and Olena be dissolved, that Enrique be granted an absolute Decree of  
6 Divorce, and that each of the parties be restored to the status of a single,  
7 unmarried person;

8 2. That this Court should adjudicate the existence or nonexistence of  
9 Enrique's father and child relationship on the birth of Olena's child;

10 3. That on the birth of Olena's child, this Court order the taking of  
11 specimens for genetic identification in Nevada pursuant to NRS 126.121, and that  
12 the Court determine the qualifications of the experts and laboratories to be  
13 employed in the genetic sampling and testing;

14 4. That the terms and conditions of the Premarital Agreement be  
15 acknowledged, approved, and enforced in this divorce action;

16 5. That the parties' separate property and separate debts be confirmed to  
17 each of them, respectively, on divorce;

18 6. That neither Enrique nor Olena should pay spousal support or  
19 alimony to the other;

20 7. That each party bear their own attorney's fees and costs of suit in  
21 finalizing this divorce;

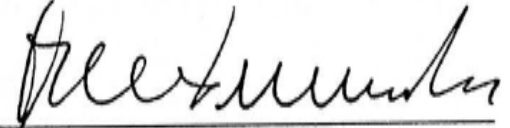
22 8. That to the extent Olena seeks to litigate the Premarital Agreement,  
23 or to otherwise contest, impair, or invalidate the Premarital Agreement, or any  
24

1 provision thereof, or seeks declaratory or other relief, then the prevailing party in  
2 any such action be awarded his or her reasonable attorney's fees and costs; and

3 9. For such other and further relief as the court may deem just and  
4 proper in the premises.

5 DATED this 28 day of May, 2021.

6 PECOS LAW GROUP

7 

8 **Paul A. Lemcke, Esq.**

9 Nevada Bar No. 003466

10 8925 South Pecos Road, Suite 14A

11 Henderson, Nevada 89074

12 Attorney for Plaintiff



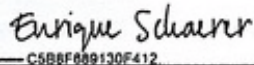
VERIFICATION

STATE OF FLORIDA )  
: ss.  
COUNTY OF SUMTER )

I, **Enrique Schaerer**, under penalties of perjury, 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 same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

Pursuant to NRS 53.045 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

5/27/2021  
DATED this \_\_\_\_ day of May, 2021.

DocuSigned by:  
  
CSB8F889130F412  
**ENRIQUE SCHAEERER**

**EXHIBIT “2”**

**EXHIBIT “2”**

**EXHIBIT “2”**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

Enrique Schaerer,

Plaintiff,

vs.

Olena Karpenko,

Defendant.

Case No. D-21-628088-D

Dept. No. U

**SUMMONS**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint. Note: This is an action for divorce.

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following:

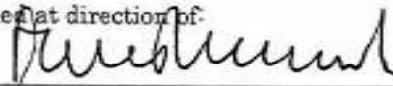
a. File with the clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

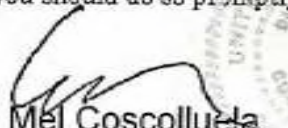
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

Issued at direction of:



Paul A. Lemcke, Esq.  
Nevada Bar No. 003466  
PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
(702) 388-1851  
Attorney for Plaintiff

By:

  
Mel Coscolluela

DEPUTY CLERK  
601 North Pecos Road  
Las Vegas, Nevada 89101-2417

Electronically Issued  
6/1/2021

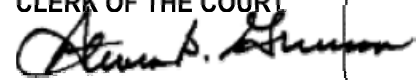
Date

NOTE: When service is by publication, add a brief statement of the object of the action.  
See Rules of Civil Procedure, Rule 4(b)

**EXHIBIT “3”**

**EXHIBIT “3”**

**EXHIBIT “3”**



1 **DECL**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 **PECOS LAW GROUP**

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

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10 Attorney for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept No. **U**

18 **DECLARATION OF INVESTIGATOR VITALY SHEVEL**  
19 **REGARDING SERVICE OF PROCESS ON DEFENDANT OLENA KARPENKO**

20 I, **VITALY SHEVEL**, declare as follows:

21 1. I am an investigator based in Kyiv, Ukraine affiliated with, and  
22 working for, the company known as GCS Ukraine with its registered office  
23 located at Ukraine, 03150, Kyiv, 31 Kazymyra Malevycha Str.

24 2. I was retained by Pecos Law Group of Las Vegas, Nevada to hand-  
25 deliver legal process in this action on behalf of Plaintiff Enrique Schaerer. I am a  
26 citizen of Ukraine, am over the age of 21, and I am neither a party to this action



1 nor am I an attorney for any party to this action. I make this declaration of my  
2 personal knowledge, and if called as a witness, would testify competently to each  
3 of the following facts.

4  
5 3. On June 4, 2021, I received from attorney Paul A. Lemcke, Esq. of  
6 Pecos Law Group both a physical description and address information in Ukraine  
7 for Defendant Olena Karpenko, along with copies of a Summons issued and a  
8 Complaint for Divorce filed in this legal action. Mr. Lemcke also provided me  
9 with two photographs of Ms. Karpenko for identification purposes. Mr. Lemcke  
10 requested that I take steps to serve the Summons and Complaint for Divorce on  
11 Ms. Karpenko at the address provided.  
12

13 4. The physical description that Mr. Lemcke provided for Ms. Karpenko  
14 was for a 39-year-old woman, 5'6" inches in height, 127 pounds (but now 7 to 8  
15 months pregnant), average build, with gray eyes and strawberry blonde to reddish  
16 orange hair.  
17

18 5. The service address provided for Ms. Karpenko was 78 Naberezhna  
19 Str., Petrushivka, Ichniansky rajon, Chernihivska oblast, Ukraine. This address is  
20 in a rural village a considerable distance away from Kyiv proper.

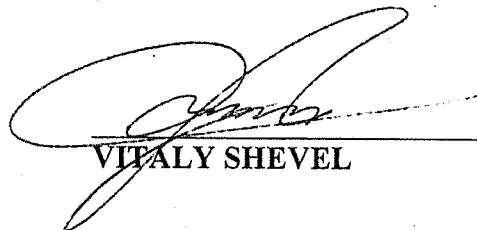
21 6. On June 11, 2021, I personally visited the village of Petrushivka, and  
22 located the house at 78 Neberezhna Str. I encountered a man outside the home,  
23 and on confirming the address with him, I explained that I needed to deliver  
24 documents to Olena Karpenko. He entered the house and another older man came  
25 out, who proposed that he take the documents for Ms. Karpenko. I again  
26

1 explained that I needed to make a hand-to-hand delivery of documents directly to  
2 Ms. Karpenko. The older man re-entered the house, and approximately two  
3 minutes later, a woman exited the home and stepped outside the fence door where  
4 I was standing to accept the documents. The woman matched the one depicted in  
5 the physical description and the photographs received from Mr. Lemcke, and she  
6 also appeared pregnant. In addition, the woman affirmatively displayed a  
7 Ukrainian national passport in the name of Olena Karpenko. I in turn handed the  
8 Summons and Complaint for Divorce to Ms. Karpenko, and after I wrote in the  
9 service date of June 11, 2021, and the service time of 12:39 p.m., Ms. Karpenko  
10 then signed a "Receipt of Delivery" for the documents. A true and correct copy of  
11 the Receipt for Delivery is attached to this Declaration.  
12  
13

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

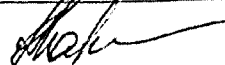
16 Executed this 16 day of June, 2021.  
17

18  
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VITALY SHEVEL

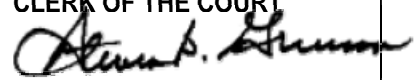
RECEIPT OF DELIVERY  
ЗВІТ ПРО ВРУЧЕННЯ КОРЕСПОНДЕНЦІЇ

<b>Відправник</b> Sender	Paul A. Lemcke, Esq. Pecos Law Group	<b>Одержувач</b> Recipient	Olena Karpenko
<b>Адреса відправника</b> Address of sender	8925 South Pecos Road, Suite 14A Henderson, Nevada, 89074 +1 702 388 1851	<b>Адреса одержувача</b> Address of recipient	78 Naberezhna Str., Petrushivka, Ichniansky rajon, Chernihivska oblast, Ukraine +380 67 736 8397
		<b>Підпис одержувача</b> Recipient signature	
		<b>Дата вручення</b> Date of delivery	12:39 11.06.21
<b>Опис кореспонденції</b> Package details	Compalint Summons		

**EXHIBIT “4”**

**EXHIBIT “4”**

**EXHIBIT “4”**



1 **CCAN**  
2 LINDA LAY, ESQ.  
Nevada Bar No. 12990  
3 TIN HWANG, ESQ.  
4 Nevada Bar No. 14063  
**HWANG LAW GROUP LLC.**  
5 2880 S. Jones Blvd., Suite 2  
6 Las Vegas, Nevada 89146  
7 Tel: (702) 820-0888  
8 Fax: (702) 919-6376  
9 E-mail: tin@hwanglawgroup.com  
10 *Attorneys for Defendant,*  
11 **OLENA KARPENKO**

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

14 ENRIQUE SCHAEERER,

15 Plaintiff,

16 vs.

17 OLENA KARPENKO,

18 Defendant.

Case No. D-21-628088-D  
Dept. U

19  
20 **ANSWER AND COUNTERCLAIM**

21 COMES NOW the Defendant, OLENA KARPENKO (hereinafter  
22 "Defendant"), by and through her attorneys, Tin Hwang, Esq. and Linda Lay,  
23 Esq., of the HWANG LAW GROUP LLC., and hereby files her ANSWER AND  
24 COUNTERCLAIM to the Complaint for Divorce filed by the Plaintiff, ENRIQUE  
25 SCHAEERER (hereinafter "Plaintiff"), and Defendant now responds to Plaintiff's  
26 allegations as follows:  
27  
28

1. Defendant admits the allegations contained in Paragraph 1 of the Complaint for Divorce.

2. Defendant admits the allegations contained in Paragraph 2 of the Complaint for Divorce.

3. Defendant admits the allegations contained in Paragraph 3 of the Complaint for Divorce.

4. Defendant admits the allegations contained in Paragraph 4 of the Complaint for Divorce.

5. Defendant is without sufficient knowledge to answer to the allegations contained in Paragraph 5 of the Complaint for Divorce; and therefore denies the same.

6. Defendant is without sufficient knowledge to answer to the allegations contained in Paragraph 6 of the Complaint for Divorce; and therefore denies the same.

7. Defendant admits the allegations contained in Paragraph 7 of the Complaint for Divorce.

8. Defendant admits the allegations contained in Paragraph 8 of the Complaint for Divorce.

9. Defendant admits the allegations contained in Paragraph 9 of the Complaint for Divorce.

///

10. Defendant admits the allegations contained in Paragraph 10 of the Complaint for Divorce.

11. Defendant admits the allegations contained in Paragraph 11 of the Complaint for Divorce.

12. Defendant admits the allegations contained in Paragraph 12 of the Complaint for Divorce.

13. Defendant admits the allegations contained in Paragraph 13 of the Complaint for Divorce.

14. Defendant admits the allegations contained in Paragraph 14 of the Complaint for Divorce.

15. Defendant admits the allegations contained in Paragraph 15 of the Complaint for Divorce.

16. Defendant admits the allegations contained in Paragraph 16 of the Complaint for Divorce.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense (Failure to State a Claim)**

17. Plaintiff has failed to state a claim upon which relief may be granted.

#### **Second Affirmative Defense (Waiver)**

18. Plaintiff has waived, and/or is estopped from pursuing his claims against Defendant.

19. Plaintiff is barred from pursuing his claims against Defendant by the doctrine of unclean hands.

20. Plaintiff is barred from pursuing his claims against Defendant by the doctrine of unconscionability.

21. Plaintiff is barred from pursuing his claims against Defendant by the doctrine of laches.

22. Plaintiff is barred from pursuing his claim against Defendant because of material misrepresentation(s) of facts made by Plaintiff to Defendant.

23. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been stated herein, insofar as insufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer, and therefore, this answering Defendant reserves the right to amend her answer to allege additional affirmative defenses if subsequent investigation so warrants.

COMES NOW the Defendant/Counterclaimant, OLENA KARPENKO (hereinafter “OLENA” and “Defendant/Counterclaimant”), by and through her attorneys, Tin Hwang, Esq., and Linda Lay, Esq., of the HWANG LAW GROUP



1 LLC., and hereby files her Counterclaim for Divorce against the Plaintiff/Counter-  
2 Defendant, ENRIQUE SCHAEERER (“ENRIQUE” and “Plaintiff/Counter-  
3 Defendant”), alleging as follows:  
4

5 1. That upon information and belief, for a period longer than six weeks  
6 prior to the date of verification of this Complaint, ENRIQUE has been a bona fide  
7 and actual resident and domiciliary of the State of Nevada.  
8

9 2. That the Parties were duly and lawfully married in Las Vegas, Nevada,  
10 on or about December 26, 2020, and are now and have ever since been husband and  
11 wife.  
12

13 3. That there are no minor children born the issue of this marriage. That  
14 OLENA is currently pregnant and the expected birth is on or around July of 2021;  
15 that there are no adopted minor children.  
16

17 4. That the Parties entered into the *Premarital Agreement* on December 21,  
18 2020, and said agreement is intended to bind the Petitioners as to the distribution of  
19 their community and separate properties in accordance with NRS 123.070 and NRS  
20 123.080(2).  
21

22 5. That there is separately owned property of the  
23 Defendant/Counterclaimant, the full extent of the Defendant’s/Counterclaimant’s  
24 property is unknown to her at this time, and she prays leave of the Court to amend  
25 this Complaint to insert the same when they have become known to her or at the time  
26  
27  
28

1 of trial in this matter. Defendant/Counterclaimant requests that this Court confirm all  
2 of her separate property assets upon Defendant/Counterclaimant.

3  
4 6. That there may be separately owned property of the Plaintiff/Counter-  
5 Defendant, the full extent of the Plaintiff's/Counter-Defendant's property is unknown  
6 to Defendant/Counterclaimant at this time, and she prays leave of the Court to amend  
7 this Complaint to insert the same when they have become known to her or at the time  
8 of trial in this matter. Defendant/Counterclaimant requests that this Court confirm all  
9 of Plaintiff's/Counter-Defendant's separate property assets upon Plaintiff/Counter-  
10 Defendant.  
11

12  
13 7. That no alimony / spousal support should be awarded to either Parties  
14 pursuant to the Premarital Agreement entered between the Parties.  
15

16 8. That a name change is not necessary in this matter.

17 9. That each Party should be responsible for their own attorney's fees and  
18 costs pursuant to the Premarital Agreement entered between the Parties.  
19

20 10. During the course of said marriage, the tastes, mental disposition, views,  
21 likes and dislikes of Plaintiff and Defendant have become so widely divergent that  
22 the Parties have become incompatible in marriage to such an extent that it is  
23 impossible for them to live together as husband and wife; that the incompatibility  
24 between the Plaintiff and Defendant is so great that there is no possibility of  
25 reconciliation.  
26

27 ///  
28

**WHEREFORE**, the Defendant/Counterclaimant, OLENA KARPENKO,  
prays for judgment against Plaintiff, ENRIQUE SCHAEERER, as follows:

1. That the contract of marriage now and therefore existing between the  
Parties be dissolved and that Defendant be granted an absolute Decree of Divorce and  
that each of the Parties hereto be restored to the status of single, unmarried person;

2. That the Court grant the relief requested in this Counterclaim for  
Divorce; and

3. For such other relief this Court may deem just and proper in the  
premises.

DATED this 2<sup>nd</sup> day of July, 2021.

*Respectfully Submitted by:*  
**HWANG LAW GROUP LLC.**

/s/ Tin Hwang, Esq.  
TIN HWANG, ESQ.  
Nevada Bar No. 14063  
2880 S. Jones Blvd., Suite 2  
Las Vegas, NV 89146  
Tel: (702) 820-0888  
Fax: (702) 919-6376  
Email: tin@hwanglawgroup.com  
*Attorney for Defendant/Counterclaimant,*  
**OLENA KARPENKO**

**VERIFICATION**

Under penalties of perjury, I declare that I am the Defendant / Counterclaimant in the instant action, that I have read the foregoing ANSWER AND COUNTERCLAIM, 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.

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

DATED: 07/03/2021.



**OLENA KARPENKO**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of the HWANG LAW GROUP LLC., and that on the 2<sup>nd</sup> day of July, 2021, I served a true and correct copy of the foregoing **ANSWER AND COUNTERCLAIM** in the above-mentioned case via Electronic Service, and addressed to the following:

PAUL A. LEMCKE, ESQ.  
8925 S. Pecos Rd., Ste. 14A  
Henderson, NV 89074  
E-mail: paul@pecoslawgroup.com  
*Attorney for Plaintiff*

*/s/ Asiana Landingin*  
\_\_\_\_\_  
An Employee of **HWANG LAW GROUP LLC.**

**This document was signed by:**

Olena Karpenko



**Vinesign**

Date 7/3/2021 12:01 AM UTC

Phone

IP Address 88.155.40.233

Confirmation CF5420CAF02450E8ABE4BCC50F4E42FA  
A3D31C55B9BFA68C7540D02865181DB4



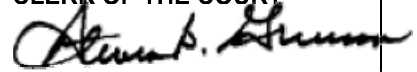
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**EXHIBIT “5”**

**EXHIBIT “5”**

**EXHIBIT “5”**



1 **CCAN**  
2 LINDA LAY, ESQ.  
3 Nevada Bar No. 12990  
4 TIN HWANG, ESQ.  
5 Nevada Bar No. 14063  
6 **HWANG LAW GROUP LLC.**  
7 2880 S. Jones Blvd., Suite 2  
8 Las Vegas, Nevada 89146  
9 Tel: (702) 820-0888  
10 Fax: (702) 919-6376  
11 E-mail: tin@hwanglawgroup.com  
12 *Attorneys for Defendant,*  
13 **OLENA KARPENKO**

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

16 ENRIQUE SCHAEERER,  
17  
18 Plaintiff,

Case No. D-21-628088-D  
Dept. U

19 vs.

20 OLENA KARPENKO,  
21  
22 Defendant.

23 **AMENDED ANSWER TO COMPLAINT**

24 COMES NOW the Defendant, OLENA KARPENKO (hereinafter  
25 "Defendant"), by and through her attorneys, Tin Hwang, Esq. and Linda Lay,  
26 Esq., of the HWANG LAW GROUP LLC., and hereby files her AMENDED  
27 ANSWER TO COMPLAINT to the Complaint for Divorce filed by the Plaintiff,  
28 ENRIQUE SCHAEERER (hereinafter "Plaintiff"), and Defendant now responds to  
Plaintiff's allegations as follows:



1           1.     Defendant admits the allegations contained in Paragraph 1 of the  
2 Complaint for Divorce.

3  
4           2.     Defendant admits the allegations contained in Paragraph 2 of the  
5 Complaint for Divorce.

6  
7           3.     Defendant admits the allegations contained in Paragraph 3 of the  
8 Complaint for Divorce.

9           4.     Defendant admits the allegations contained in Paragraph 4 of the  
10 Complaint for Divorce.

11  
12          5.     Defendant admits the allegations contained in Paragraph 5 of the  
13 Complaint for Divorce.

14  
15          6.     Defendant is without sufficient knowledge to answer to the allegations  
16 contained in Paragraph 6 of the Complaint for Divorce; and therefore denies the  
17 same.

18  
19          7.     Defendant admits the allegations contained in Paragraph 7 of the  
20 Complaint for Divorce.

21          8.     Defendant admits the allegations contained in Paragraph 8 of the  
22 Complaint for Divorce.

23  
24          9.     Defendant admits the allegations contained in Paragraph 9 of the  
25 Complaint for Divorce.

26  
27 ///

10. Defendant admits the allegations contained in Paragraph 10 of the Complaint for Divorce.

11. Defendant admits the allegations contained in Paragraph 11 of the Complaint for Divorce.

12. Defendant admits the allegations contained in Paragraph 12 of the Complaint for Divorce.

13. Defendant admits the allegations contained in Paragraph 13 of the Complaint for Divorce.

14. Defendant admits the allegations contained in Paragraph 14 of the Complaint for Divorce.

15. Defendant admits the allegations contained in Paragraph 15 of the Complaint for Divorce.

16. Defendant admits the allegations contained in Paragraph 16 of the Complaint for Divorce.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense (Failure to State a Claim)**

17. Plaintiff has failed to state a claim upon which relief may be granted.

#### **Second Affirmative Defense (Waiver)**

18. Plaintiff has waived, and/or is estopped from pursuing his claims against Defendant.

### **Fourth Affirmative Defense (Unconscionability)**

## Fifth Affirmative Defense (Doctrine of Laches)

## Sixth Affirmative Defense (Misrepresentation)

## Seventh Affirmative Defense

# COUNTERCLAIM FOR DIVORCE

COMES NOW the Defendant/Counterclaimant, OLENA KARPENKO (hereinafter “OLENA” and “Defendant/Counterclaimant”), by and through her attorneys, Tin Hwang, Esq., and Linda Lay, Esq., of the HWANG LAW GROUP

1 LLC., and hereby files her Counterclaim for Divorce against the Plaintiff/Counter-  
2 Defendant, ENRIQUE SCHAEERER (“ENRIQUE” and “Plaintiff/Counter-  
3 Defendant”), alleging as follows:  
4

5 1. That upon information and belief, for a period longer than six weeks  
6 prior to the date of verification of this Complaint, ENRIQUE has been a bona fide  
7 and actual resident and domiciliary of the State of Nevada.  
8

9 2. That the Parties were duly and lawfully married in Las Vegas, Nevada,  
10 on or about December 26, 2020, and are now and have ever since been husband and  
11 wife.  
12

13 3. That there are no minor children born the issue of this marriage. That  
14 OLENA is currently pregnant and the expected birth is on or around July of 2021;  
15 that there are no adopted minor children.  
16

17 4. That the Parties entered into the *Premarital Agreement* on December 21,  
18 2020, and said agreement is intended to bind the Petitioners as to the distribution of  
19 their community and separate properties in accordance with NRS 123.070 and NRS  
20 123.080(2).  
21

22 5. That there is separately owned property of the  
23 Defendant/Counterclaimant, the full extent of the Defendant’s/Counterclaimant’s  
24 property is unknown to her at this time, and she prays leave of the Court to amend  
25 this Complaint to insert the same when they have become known to her or at the time  
26  
27  
28

1 of trial in this matter. Defendant/Counterclaimant requests that this Court confirm all  
2 of her separate property assets upon Defendant/Counterclaimant.

3  
4 6. That there may be separately owned property of the Plaintiff/Counter-  
5 Defendant, the full extent of the Plaintiff's/Counter-Defendant's property is unknown  
6 to Defendant/Counterclaimant at this time, and she prays leave of the Court to amend  
7 this Complaint to insert the same when they have become known to her or at the time  
8 of trial in this matter. Defendant/Counterclaimant requests that this Court confirm all  
9 of Plaintiff's/Counter-Defendant's separate property assets upon Plaintiff/Counter-  
10 Defendant.  
11

12  
13 7. That no alimony / spousal support should be awarded to either Parties  
14 pursuant to the Premarital Agreement entered between the Parties.  
15

16 8. That a name change is not necessary in this matter.

17 9. That each Party should be responsible for their own attorney's fees and  
18 costs pursuant to the Premarital Agreement entered between the Parties.  
19

20 10. During the course of said marriage, the tastes, mental disposition, views,  
21 likes and dislikes of Plaintiff and Defendant have become so widely divergent that  
22 the Parties have become incompatible in marriage to such an extent that it is  
23 impossible for them to live together as husband and wife; that the incompatibility  
24 between the Plaintiff and Defendant is so great that there is no possibility of  
25 reconciliation.  
26

27 ///  
28

**WHEREFORE**, the Defendant/Counterclaimant, OLENA KARPENKO,  
prays for judgment against Plaintiff, ENRIQUE SCHAEERER, as follows:

1. That the contract of marriage now and therefore existing between the  
Parties be dissolved and that Defendant be granted an absolute Decree of Divorce and  
that each of the Parties hereto be restored to the status of single, unmarried person;

2. That the Court grant the relief requested in this Counterclaim for  
Divorce; and

3. For such other relief this Court may deem just and proper in the  
premises.

DATED this 20th day of July, 2021.

*Respectfully Submitted by:*  
**HWANG LAW GROUP LLC.**

/s/ Tin Hwang, Esq.  
TIN HWANG, ESQ.  
Nevada Bar No. 14063  
2880 S. Jones Blvd., Suite 2  
Las Vegas, NV 89146  
Tel: (702) 820-0888  
Fax: (702) 919-6376  
Email: tin@hwanglawgroup.com  
*Attorney for Defendant/Counterclaimant,*  
**OLENA KARPENKO**

**VERIFICATION**

Under penalties of perjury, I declare that I am the Defendant / Counterclaimant in the instant action, that I have read the foregoing AMENDED ANSWER TO COMPLAINT, 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.

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

DATED: 07/20/2021.



**OLENA KARPENKO**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of the HWANG LAW GROUP LLC., and that on the 20<sup>th</sup> day of July, 2021, I served a true and correct copy of the foregoing **AMENDED ANSWER TO COMPLAINT** in the above-mentioned case via Electronic Service, and addressed to the following:

PAUL A. LEMCKE, ESQ.  
8925 S. Pecos Rd., Ste. 14A  
Henderson, NV 89074  
E-mail: paul@pecoslawgroup.com  
*Attorney for Plaintiff*

*/s/ Asiana Landingin*  
An Employee of **HWANG LAW GROUP LLC.**



**This document was signed by:**

Olena Karpenko



**Vinesign**

Date 7/20/2021 6:55 PM UTC

Phone

IP Address 193.194.107.135

Confirmation C0711E715B7B5363640D7E886453F9FE  
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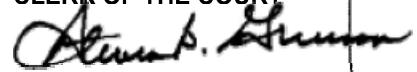
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**EXHIBIT “6”**

**EXHIBIT “6”**

**EXHIBIT “6”**



**RCCM**  
**Paul A. Lemcke, Esq.**  
Nevada Bar No. 003466  
PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
Telephone: (702) 388-1851  
Facsimile: (702) 388-7406  
Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)  
Attorney for Plaintiff

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

**Enrique Schaerer,**

Plaintiff,

vs.

**Olena Karpenko,**

Defendant.

Case No. **D-21-628088-D**

Dept No. **U**

**REPLY TO COUNTERCLAIM FOR DIVORCE**

COMES NOW Plaintiff, **Enrique Schaerer**, by and through his attorney,  
**Paul A. Lemcke, Esq.**, of PECOS LAW GROUP, and hereby replies to the  
paragraphs in Defendant **Olena Karpenko's** Counterclaim for Divorce as  
follows:

1. Admit.
2. Admit.
3. Admit that as of the date of filing of this Reply to Counterclaim,

1 Plaintiff is not aware of the birth of any minor children of this marriage. Admit all  
2 remaining allegations of Paragraph 3.

3 4. Admit.

4 5. Deny for lack of information and belief.

5 6. Admit that there is separately owned property of  
6 Plaintiff/Counterdefendant that should be confirmed to him on divorce. Deny all  
7 remaining allegations of paragraph 6 for lack of information and belief.

8 7. Admit.

9 8. Admit.

10 9. Admit.

11 10. Admit.

12  
13  
14 **FIRST AFFIRMATIVE DEFENSE**

15 Defendant's Counterclaim makes no attempt to state a claim against  
16 Plaintiff for the paternity of the child she is carrying *in utero*.

17  
18 . . .

19  
20 . . .

21  
22 . . .

23  
24 . . .

**WHEREFORE**, Plaintiff prays that Defendant take nothing by way of her Counterclaim for Divorce.

**DATED** this 22 day of July, 2021.

PECOS LAW GROUP

Freedom

**Paul A. Lemcke, Esq.**

Nevada Bar No. 003466

8925 South Pecos Road, Suite 14A

Henderson, Nevada 89074

Telephone: (702) 388-1851

Facsimile: (702) 388-7406

Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

Attorney for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that the foregoing "**REPLY TO**  
3 **COUNTERCLAIM**" in the above-captioned case was served this date as follows:

- 4 ☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP (b)(2)(D) and  
5 Administrative Order 14-2 Captioned "In the Administrative  
6 Matter of Mandatory Electronic Service in the Eighth Judicial  
7 District Court," by mandatory electronic service through the  
8 Eighth Judicial District Court's electronic filing system;
- 9 ☐ by placing the same to be deposited for mailing in the United  
10 States Mail, in a sealed envelope upon which first class postage was  
11 prepaid in Las Vegas, Nevada;
- 12 ☐ pursuant to EDCR 7.26 to be sent via **facsimile**, by duly executed  
13 consent for service by electronic means;
- 14 ☐ by hand-delivery with signed Receipt of Copy.

15 To attorney(s) listed below at the address:

16 asiana@hwanglawgroup.com  
17 tin@hwanglawgroup.com  
18 linda@hwanglawgroup.com

19 DATED this 22<sup>nd</sup> day of July, 2021.

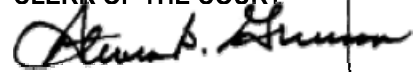
20 

21 **Allan Brown,**  
22 An Employee of PECOS LAW GROUP  
23  
24  
25  
26

**EXHIBIT “7”**

**EXHIBIT “7”**

**EXHIBIT “7”**



1 **MOT**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 PECOS LAW GROUP

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

10 Attorneys for Plaintiff

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept. No. **U**

**ORAL ARGUMENT  
REQUESTED: YES**

18 **NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK**  
19 **OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN**  
20 **FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN**  
21 **RESPONSE WITH THE CLERK OF THE COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF**  
22 **THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT**  
23 **HEARING PRIOR TO THE SCHEDULED HEARING.**

24 **PLAINTIFF'S MOTION FOR TAKING OF SPECIMENS FOR GENETIC**  
25 **IDENTIFICATION AND TESTING IN CLARK COUNTY PURSUANT TO NRS**  
26 **126.121(1); TO APPOINT GUARDIAN AD LITEM FOR MINOR CHILD; TO**  
27 **BIFURCATE AND ENTER INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE**  
28 **TERMS RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE**  
29 **JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL**  
30 **DEFENDANT'S PROVISION OF HIPAA RELEASE**



1           Plaintiff, **Enrique Schaerer**, by and through his attorney, **Paul A. Lemcke**,  
2 **Esq.** of PECOS LAW GROUP, moves this Court for the following relief:

3           1. For an order directing Plaintiff, Defendant, and the minor child to appear  
4 and submit to the taking of DNA specimens for genetic identification and testing  
5 in Clark County, Nevada, with ARCpoint Labs, 3365 East Flamingo Road, #4,  
6 Las Vegas, Nevada, within a reasonable period of time coincident with the minor  
7 child's ability to travel for that purpose (90 to 120 days).

8  
9           2. For an order appointing an independent guardian *ad litem* for the minor  
10 child, to assure that the adjudication of paternity is fully conclusive as to that  
11 child.  
12

13           3. For an order bifurcating the divorce claim from the discrete issue of  
14 paternity, and entering an interlocutory Decree of Divorce consistent with the  
15 resolution of all issues regarding property, debt, spousal support/alimony, and  
16 attorneys' fees and costs acknowledged in the parties' pleadings, while expressly  
17 reserving jurisdiction to adjudicate all paternity claims.  
18

19           4. For an order compelling Defendant to provide a fully executed HIPAA  
20 release related to her treatment with her Las Vegas OB/GYN at any and all times  
21 in 2020 and 2021, which was formally requested by letter dated July 28, 2021.  
22

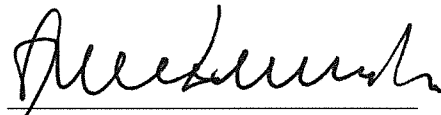
23           5. For such other and further relief as the Court may deem just and proper.  
24

25           · · ·  
26

1 This motion is made and based upon all the papers and pleadings on file  
2 herein, the attached Points and Authorities, and any other evidence and argument  
3 as may be adduced at the hearing of this matter.

4 DATED this 5 day of August, 2021.

6 PECOS LAW GROUP

7   
8

9 **Paul A. Lemcke, Esq.**  
10 Nevada Bar No. 003466  
11 PECOS LAW GROUP  
12 8925 South Pecos Road, Suite 14A  
13 Henderson, Nevada 89074  
14 Attorney for Plaintiff

15 **POINTS AND AUTHORITIES**

16 **I. FACTS**

17 Plaintiff Enrique Schaerer (“Enrique”) and Defendant Olena Karpenko  
18 (“Olena”) were married on December 26, 2020. Prior to their marriage, on  
19 December 21, 2020, the parties entered into a Premarital Agreement. Enrique’s  
20 Complaint for Divorce in this action alleges – and Olena’s Amended Answer to  
21 Complaint admits – the following material facts:

- 22 • The Premarital Agreement is valid, binding, and legally enforceable.

23 . . .

24 . . .

25 . . .

- 1           • The terms and conditions of the Premarital Agreement should be
- 2           acknowledged, approved, and enforced by the Court in this divorce
- 3           action.
- 4           • Enrique and Olena have not accumulated, nor do they own, any
- 5           community property or joint property whatsoever.
- 6           • Enrique and Olena have not accumulated, nor do they own, any
- 7           community or joint debts whatsoever.
- 8           • Enrique and Olena each have certain separate property and debts (as
- 9           defined by the Premarital Agreement), and that separate property and
- 10          debt should be confirmed to each of the parties consistent with the
- 11          Premarital Agreement.
- 12          • Enrique and Olena entered into a mutual waiver of spousal support,
- 13          alimony, preliminary allowances, and attorney's fees, as specified in
- 14          paragraphs 16.2 and 16.3 of the Premarital Agreement.
- 15          • Neither Enrique or Olena should pay spousal support or alimony to
- 16          the other party.
- 17          • Enrique and Olena should bear their respective attorney's fees and
- 18          costs of suit in finalizing this divorce in accordance with the
- 19          Premarital Agreement.
- 20          • Enrique and Olena are permanently incompatible in marriage.
- 21
- 22
- 23

24           In short, the parties' respective pleadings in this case resolve *all* issues of

25           property, debt, spousal support/alimony, and attorneys' fees and costs that would

1 otherwise be at issue in this divorce. The only remaining unresolved issue in this  
2 action is the paternity of a minor child.

3       *i.       Paternity Action.*

4       Olena is a Ukrainian national who was a continuous resident and  
5 domiciliary of Nevada from June 2020 through and including April 8, 2021.  
6 *Amended Answer* at ¶ 5 (admitted fact). During that period, the parties pursued a  
7 romantic relationship. In November 2020, Olena informed Enrique that she was  
8 pregnant with a child. The parties married approximately one month later. The  
9 timing of Olena's conception in relation to her Nevada residency thereby submits  
10 her to the jurisdiction of a Nevada court with respect to a paternity action filed  
11 pursuant to NRS Chapter 126. NRS 126.091(1).  
12

13       In March 2021, in the midst of the parties' disagreements over whether  
14 Enrique should petition on behalf of Olena, whether she should petition on her  
15 own behalf, or whether she could secure an employer to petition on her behalf, to  
16 obtain a more permanent U.S. immigration status for her, Olena secretly and  
17 unilaterally made flight arrangements to return to the Ukraine. Despite pleas from  
18 Enrique to stay in Las Vegas, Olena subsequently returned to the Ukraine on April  
19 8, 2021, where she has since remained. Enrique is informed and believes, and  
20 thereon alleges, that Olena's motivations in seeking his cooperation in her U.S.  
21 immigration processes were fraudulent and undertaken in bad faith.  
22

23       Given the parties' marital status, Enrique will be presumed to be the natural  
24 father of Olena's child if the child is born during the parties' marriage, or within  
25

1 285 days of the entry of the parties' divorce. NRS 126.051(1)(a). That legal  
2 presumption is rebuttable. NRS 126.051(3). Enrique's Complaint for Divorce  
3 alleges that he is not the natural father of Olena's child, and requests that the Court  
4 formally adjudicate the existence or non-existence of the father and child  
5 relationship. *Complaint for Divorce* at ¶ 6.

6  
7 One other significant fact bears emphasis: nowhere in Olena's Amended  
8 Answer to Complaint and Counterclaim for Divorce, filed July 20, 2021, does  
9 she make any affirmative allegation that Enrique is the natural father of her  
10 unborn child. Through counsel, Enrique requested that Olena provide a more  
11 definite statement as to paternity in her Amended Complaint and Counterclaim,  
12 but Olena did not do so. Notably, she has generally denied his specific allegation  
13 of non-paternity only on the ground that she is without sufficient knowledge or  
14 belief to admit or deny the allegations of non-paternity.

15  
16 Enrique is informed and believes, and thereon alleges, that Olena was  
17 scheduled to give birth to her child sometime between July 25 and August 3, 2021.  
18 By letter sent by Enrique's counsel to Olena's counsel on July 22, 2021, and again  
19 on July 28, 2021, Enrique requested notification of the date and place of birth of  
20 Olena's child as soon as possible after it occurs, as well as the full name of the  
21 child. *See* Exhibit "1" to Plaintiff's Appendix. No response has since been  
22 forthcoming.<sup>1</sup>

23  
24  
25 <sup>1</sup> Under Nevada law, all paternity proceedings under NRS Chapter 126 must be stayed until after the  
26 birth, except service of process and the taking of depositions to perpetuate testimony. NRS 126.071(2).  
*Schaerer v Karpenko* 4 Motion

1 On July 28, 2021, Enrique's counsel also made a letter request that Olena  
2 execute a HIPAA release related to her medical records while treating with her  
3 Las Vegas Ob/Gyn, Tammy Reynolds, M.D., at any and all times in 2020 and  
4 2021, and return the same within seven (7) days, so that a subpoena duces tecum  
5 for these materials could be processed promptly once discovery opened in the  
6 paternity action. See Exhibit "2" to Plaintiff's Appendix. No response has since  
7 been forthcoming. This motion ensues.  
8

## 9 II. LEGAL ARGUMENT

### 10 A. THE COURT SHOULD ORDER THE PARTIES AND THE MINOR 11 CHILD TO APPEAR AND SUBMIT TO THE TAKING OF DNA 12 SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING 13 AT ARCPPOINT LABS IN LAS VEGAS, WITHIN A REASONABLE 14 TIME COINCIDENT WITH THE MINOR CHILD'S ABILITY TO 15 TRAVEL FOR THAT PURPOSE.

16 NRS 126.121(1) provides, in pertinent part:

17 The Court may, and shall upon motion of a party, order the mother,  
18 child, alleged father or any other person so involved to submit to one  
19 or more tests for the typing of blood or taking of specimens for  
20 genetic identification to be made by a designated person, by qualified  
21 physicians or by other qualified persons, under such restrictions and  
22 directions as the court or judge deems proper. Whenever such a test is  
23 ordered and made, the results of the test must be received in evidence  
24 and must be made available to a judge, master, or referee conducting  
25 hearing pursuant to NRS 126.111. The results of the test and any  
26 sample or specimen taken may be used only for the purpose specified  
in this chapter. Unless a party files a written objection to the result of  
a test at least 30 days before the hearing at which the result is to be  
received in evidence, the result is admissible as evidence of paternity  
without foundational testimony or other proof of authenticity or  
accuracy.

1 NRS 126.121(4) further provides:

2 In all cases, the court shall determine the number and qualifications of  
3 the experts and laboratories.

4 Enrique moves for an order directing both parties and the minor child to  
5 appear and submit to the taking of DNA specimens for genetic identification in  
6 Clark County, with ARCpoint Labs, 3365 East Flamingo Road, #4, Las Vegas,  
7 Nevada, within a reasonable time coincident with the minor child's ability to  
8 travel for that purpose. The purpose of the testing shall be to genetically  
9 determine the existence or non-existence of Enrique's putative paternity of the  
10 minor child. ARCpoint Labs is widely regarded one of the gold standards in Las  
11 Vegas for court-admissible DNA testing, the integrity of which is assured by a  
12 careful chain of custody and testing protocol. ARCpoint Labs' website  
13 (<https://www.arcpointlabs.com/las-vegas/>) describes the company as "...a full-  
14 service national third party provider/administrator of accurate, reliable, and  
15 confidential diagnostic testing."

16  
17  
18 It is undeniable from Olena's past presence in Nevada and the admissions in  
19 her pleadings that she has submitted herself to the jurisdiction of the Nevada court  
20 with respect to the adjudication of the paternity of her child. The Court is also  
21 reminded that Olena's hasty relocation to Ukraine and her ongoing residence in  
22 that country were both secretive and unilateral decisions made by Olena, without  
23 regard for Enrique or his legal status vis-à-vis Olena or the minor child. In  
24  
25

1 proposing that ARCpoint Labs collect DNA specimens and administer the testing,  
2 it is of paramount importance to Enrique that the DNA collection and paternity  
3 testing in this case be accurate, reliable, and demonstrably compliant with chain-  
4 of-custody protocols dictated by law. In view of these facts, Olena should be  
5 compelled to appear with the minor child in Las Vegas, Nevada for the taking of  
6 DNA specimens for genetic identification. Enrique proposes that this travel be  
7 ordered to occur in approximately ninety (90) to one hundred twenty (120 days),  
8 when the child's immune system is better developed and the child is then able to  
9 fly. In the event that Olena proposes substituted testing protocols within the  
10 territorial boundaries of Ukraine as being more "convenient" to her and the child,  
11 those alternatives are unacceptable and should be categorically rejected as  
12 unreliable, given both her submission to the jurisdiction of the Nevada court as  
13 well as the broad societal, political, and judicial corruption that exists within  
14 Ukraine.  
15

- 16  
17  
18 1. Corruption is institutionally widespread in Ukrainian society,  
19 and it is "a component of [the country's] social traditions."  
20 Ukraine is not a suitable or objectively reliable situs for either  
21 DNA collection or paternity testing.

22 Ukraine is a former republic of the Soviet Union, which achieved national  
23 independence after the 1991 dissolution of the U.S.S.R. In 2015, *The Guardian*  
24 newspaper called Ukraine "the most corrupt nation in Europe."<sup>2</sup> A 2017 poll of

25 <sup>2</sup> Bullough, "Welcome to Ukraine, the most corrupt nation in Europe," *The Guardian* (February 6, 2015).



1 experts conducted by the accounting firm of Ernst & Young found that Ukraine  
2 was considered to be the 9<sup>th</sup> most corrupt nation in the world.<sup>3</sup> Moreover, in 2020,  
3 the public service organization Transparency International calculated their  
4 Corruption Perception Index, and it found that Ukraine ranked 117<sup>th</sup> out of 180  
5 countries, which was second lowest in Europe, just behind Russia.<sup>4</sup>

6  
7 Equally alarming is the fact that Transparency International found that 23%  
8 of public service users in Ukraine paid a bribe within the previous 12 months.<sup>5</sup>  
9 Bribery in Ukraine is a rampant and accepted social phenomenon. The United  
10 States Agency for International Development (USAID) attributes the main causes  
11 of corruption in Ukraine to a weak justice system and an over-controlling, non-  
12 transparent government, combined with business-political ties and a weak civil  
13 society.<sup>6</sup> The U.S. State Department's current online bilateral relations fact sheet  
14 on U.S. relations with Ukraine notes that one of the U.S. diplomatic missions in  
15 Ukraine is to "fight corruption."<sup>7</sup>

16  
17  
18 Ukraine's wide-ranging corruption disqualifies it as a suitable or objectively  
19 reliable situs for either DNA collection or paternity testing. One rational and  
20

---

21 <sup>3</sup> Ernst & Young Fraud Survey (November 7, 2018).

22 <sup>4</sup> "Corruptions Perceptions Index for 2020 for Ukraine," (<https://transparency.org/en/cpi/2020/ukr>)

23 <sup>5</sup> *Id.*

24 <sup>6</sup> "Corruption Assessment: Ukraine," USAID (February 10, 2006).

25 <sup>7</sup> "U.S. Relations with Ukraine: Bilateral Fact Sheet," (December 18, 2020).

1 entirely foreseeable fear of a Ukrainian society that tolerates bribes as a regular  
2 function of “getting things done” is that DNA collection and/or paternity testing in  
3 that nation is ripe for transactional fraud. Enrique’s serious concerns on that front  
4 are heightened by the fact that Olena’s father is a fetal cell biologist, and he must  
5 be assumed to have a variety of contacts and personal relationships in both the  
6 natural and assisted reproductive technology space in Ukraine. Plainly, this  
7 Court has no jurisdiction nor control over bribes or testing protocols within  
8 Ukraine. As such, accuracy, integrity, and reliability demand that the DNA  
9 collection and paternity testing in this case occur in Las Vegas, using true and  
10 verifiable protocols that will assure a judicially reliable result in this action.  
11  
12

13 **B. THE COURT SHOULD APPOINT AN INDEPENDENT GUARDIAN**  
14 **AD LITEM FOR THE MINOR CHILD.**

15 Enrique moves for an order appointing a guardian *ad litem* for the minor  
16 child pursuant to NRS 126.101(1), simply out of an abundance of caution in  
17 reaching a fully conclusive and binding adjudication of the issue of paternity as to  
18 both the parties *and* the minor child. While an adjudication incident to the entry  
19 of a Decree of Divorce concerning the paternity of a minor child is *res judicata* as  
20 to the husband and wife in any subsequent proceeding, the issue is not as legally  
21 definitive as regards the rights of the minor child. *See generally Harris v. Harris*,  
22 95 Nev. 214, 591 P.2d 1147 (1979); *Love v. Love*, 114 Nev. 572, 959 P.2d 523  
23 (1998).  
24  
25  
26

1       **C. THE COURT SHOULD ORDER THE BIFURCATION OF THE**  
2       **DIVORCE CLAIM FROM THE DISCRETE PATERNITY CLAIM,**  
3       **AND ENTER AN INTERLOCUTORY DECREE OF DIVORCE**  
4       **CONSISTENT WITH THE PARTIES' PLEADINGS, WHILE**  
5       **EXPRESSLY RESERVING JURISDICTION TO ADJUDICATE THE**  
6       **MINOR CHILD'S PATERNITY IN A FINAL DECREE.**

7       As of the date of this filing, Enrique and Olena have been married only for  
8       approximately 7 ½ months, and they have a valid and binding Premarital  
9       Agreement. As previously stated, the allegations and confirming admissions in  
10      the parties' respective pleadings effectively resolve all issues as to property, debt,  
11      spousal support/alimony, and attorneys' fees and costs otherwise at issue in the  
12      parties' divorce.

13      The only remaining unresolved issue in this action is the paternity of a  
14      minor child. The disposition of the paternity issue, however, is almost certain to  
15      be delayed due to the travel constraints imposed by virtue of the newborn child.  
16      Since Enrique has requested that Olena and the minor child appear for DNA  
17      collection and paternity testing in Las Vegas in ninety (90) to one hundred twenty  
18      (120) days, it is clear that the adjudication of the paternity issue will unavoidably  
19      be deferred for some undetermined length of time. The particular circumstances  
20      of this case are therefore unique from a timing perspective. The built-in delay in  
21      the resolution of paternity should not prevent the entry of an interlocutory Decree  
22      of Divorce.

23      Generally, a district court is without jurisdiction to enter a Decree of  
24      Divorce without contemporaneously disposing of the community property of the  
25

1 parties. Gojack v. Second Judicial Dist. Court, 95 Nev. 443, 445, 596 P.2d 237,  
2 239 (1979). The latter task is entirely obviated under the unique circumstances of  
3 this case, whereby all such issues have already been resolved by the parties'  
4 pleadings. In *Gojack*, the Nevada Supreme Court's identification of problems  
5 "inevitably flowing" from interlocutory divorce decrees all focused on the  
6 possible effect of that interim decree on the post-entry characterization of the  
7 parties' property, including the ongoing accrual of community property. None of  
8 those issues exist in this case, where the parties have already acknowledged that  
9 their property rights are fixed by their Premarital Agreement.  
10

11 Moreover, Nevada case law has continued to hold a bifurcated,  
12 interlocutory Decree of Divorce appropriate and within a court's sound discretion  
13 as long as the bifurcation is not rendered *sua sponte*, but by consent of the parties.  
14 Ellett v. Ellett, 94 Nev. 34, 38, 573 P.2d 1179, 1181 (1978) (trial court's entry of  
15 an interlocutory Decree affirmed where the parties stipulated to separate trials on  
16 the issues and the court expressly reserved jurisdiction to later adjudicate and  
17 make a final distribution of community property through the entry of a final  
18 judgment); *see also Smith v. Smith*, 100 Nev. 610, 613, 691 P.2d 428, 430-31  
19 (1984) (affirmed a bifurcation based on an initial agreement and subsequent  
20 failure to object to same, while observing in a trailing footnote that bifurcations  
21 are disfavored and should generally be avoided). By letter dated July 7, 2021,  
22 Enrique's counsel asked Olena's counsel if Olena would stipulate to bifurcation  
23  
24  
25  
26

1 and the entry of an interlocutory Decree of Divorce. To date, no response has  
2 been forthcoming.

3 The circumstances of this case are such that the broad issues already  
4 resolved by the pleadings – and the issue still unresolved (paternity) – are  
5 irrefutably different and distinct. Given the built-in delays to the resolution of  
6 the unresolved paternity issue, Enrique moves for the bifurcation of the divorce  
7 claim from the remaining paternity claim, and the entry of an interlocutory Decree  
8 of Divorce consistent with the parties' pleadings, while expressly reserving  
9 jurisdiction to adjudicate the minor child's paternity in a final Decree of Divorce.  
10

11 **D. THE COURT SHOULD COMPEL OLENA TO PROVIDE THE**  
12 **FULLY EXECUTED HIPAA RELEASE RELATED TO HER**  
13 **TREATMENT WITH HER LAS VEGAS OB/GYN IN 2020 AND 2021,**  
14 **WHICH WAS FORMALLY REQUESTED BY LETTER TO HER**  
15 **COUNSEL DATED JULY 28, 2021.**

16 On July 28, 2021, Enrique's counsel made a letter request that Olena  
17 execute a HIPAA release related to her medical records while treating with her  
18 Las Vegas Ob/Gyn, Tammy Reynolds, M.D., at any and all times in 2020 and  
19 2021, and return same within seven (7) days, so that a subpoena duces tecum for  
20 these materials could be processed promptly once discovery opened in the  
21 paternity action. *See* Exhibit "2" to Plaintiff's Appendix. No response has since  
22 been forthcoming.

23 NRS 126.111, pertaining to pretrial hearings and testimony in paternity  
24 actions, provides that "testimony of a physician concerning the medical  
25 circumstances of the pregnancy and the condition and characteristics of the child  
26

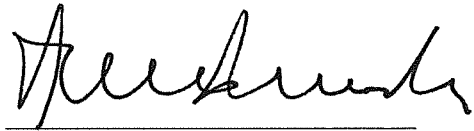
1 upon birth is not privileged.” NRS 126.111(4). The documentation sought  
2 through the submitted HIPAA release is relevant, discoverable, and potentially  
3 probative of facts central to this paternity case. Olena should be compelled to  
4 provide the fully executed HIPAA release.

5  
6 **III. CONCLUSION**

7 WHEREFORE, Enrique respectfully requests that the foregoing relief be  
8 granted.

9 DATED this 5 day of August, 2021.

10 PECOS LAW GROUP

11   
12

13 **Paul A. Lemcke, Esq.**  
14 Nevada Bar No. 003466  
15 PECOS LAW GROUP  
16 8925 South Pecos Road, Suite 14A  
17 Henderson, Nevada 89074  
18 Attorney for Plaintiff  
19  
20  
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23  
24  
25  
26

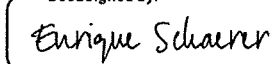
**DECLARATION OF ENRIQUE SCHAEERER**

I, **Enrique Schaerer**, am the Plaintiff in the above-entitled action. I make this declaration in support of my foregoing "*MOTION FOR TAKING OF SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING IN CLARK COUNTY PURSUANT TO NRS 126.121(1); TO APPOINT GUARDIAN AD LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE TERMS RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL DEFENDANT'S PROVISION OF HIPAA RELEASE.*" I am over the age of eighteen years and, if called upon to testify, would and could competently testify to the following.

I have read the Motion and hereby certify that the facts set forth in the Points and Authorities attached thereto are true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true. I further incorporate these facts into this Declaration as though fully set forth herein.

I declare under penalty of perjury that the contents of this Declaration are true and correct to the best of my knowledge.

DATED 8/5/2021

DocuSigned by:  
  
C5B8F689130F412...  
**Enrique Schaerer**

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that the foregoing "PLAINTIFF'S MOTION FOR TAKING OF SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING IN CLARK COUNTY PURSUANT TO NRS 126.121(1); TO APPOINT GUARDIAN AD LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE TERMS RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL DEFENDANT'S PROVISION OF HIPAA RELEASE" in the above-captioned case was served this date as follows:

☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP (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 placing the same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☐ pursuant to EDCR 7.26 to be sent via **facsimile**, by duly executed consent for service by electronic means;

☐ by hand-delivery with signed Receipt of Copy.

To attorney(s)/person(s) listed below at the address:

asiana@hwanglawgroup.com

tin@hwanglawgroup.com

linda@hwanglawgroup.com

DATED this 5<sup>th</sup> day of August 2021.



**Allan Brown,**  
An Employee of PECOS LAW GROUP



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ENRIQUE SCHAEFER  
Plaintiff/Petitioner  
v. OLENA KARPENKO  
Defendant/Respondent

Case No. 0-21-628084-17  
Dept. U  
MOTION/OPPOSITION  
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed 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.

- ☐ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.  
-OR-  
☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:  
☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.  
☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.  
☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.  
☐ Other Excluded Motion (must specify) \_\_\_\_\_

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

- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:  
☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.  
☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.  
-OR-  
☐ \$129 The Motion 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-  
☐ \$57 The Motion/Opposition being filing with this form 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: ENRIQUE SCHAEFER Date 8/5/21

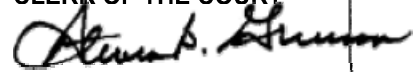
Signature of Party or Preparer 

OK000053

**EXHIBIT “8”**

**EXHIBIT “8”**

**EXHIBIT “8”**



1 **EXHS**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 PECOS LAW GROUP

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

10 Attorney for Plaintiff

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept. No. **U**

Date of Hearing:

Time of Hearing:

18 **EXHIBIT APPENDIX TO PLAINTIFF'S MOTION FOR TAKING OF SPECIMENS FOR**  
19 **GENETIC IDENTIFICATION AND TESTING IN CLARK COUNTY PURSUANT TO NRS**  
20 **126.121(1); TO APPOINT GUARDIAN AD LITEM FOR MINOR CHILD; TO**  
21 **BIFURCATE AND ENTER INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE**  
22 **TERMS RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE**  
23 **JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL**  
24 **DEFENDANT'S PROVISION OF HIPAA RELEASE**

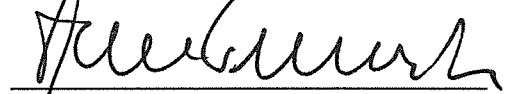
25 Plaintiff **Enrique Schaerer**, by and through his attorney, **Paul A. Lemcke,**  
26 **Esq.**, of PECOS LAW GROUP, hereby provides the following exhibits as his

1 *EXHIBIT APPENDIX TO PLAINTIFF'S MOTION FOR TAKING OF*  
2 *SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING IN CLARK*  
3 *COUNTY PURSUANT TO NRS 126.121(1); TO APPOINT GUARDIAN AD*  
4 *LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER INTERLOCUTORY*  
5 *DECREE OF DIVORCE (ALL DIVORCE TERMS RESOLVED PURSUANT TO*  
6 *PARTIES' PLEADINGS), AND TO RESERVE JURISDICTION TO ADJUDICATE*  
7 *PATERNITY CLAIMS; AND TO COMPEL DEFENDANT'S PROVISION OF*  
8 *HIPAA RELEASE:*  
9

- 10 1. Letter to Linda Lay and Tin Hwang dated July 22, 2021, bates label no.  
11 ES0001;  
12 2. Letter to Linda Lay and Tin Hwang dated July 28, 2021, bates label nos.  
13 ES0002 – ES0003.

14 DATED this 5 day of August 2021.

15 PECOS LAW GROUP

16 

17 **Paul A. Lemcke, Esq.**

18 Nevada Bar No. 003466

19 8925 South Pecos Road, Suite 14A

20 Henderson, Nevada 89074

(702) 388-1851

21 Attorney for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that on this 5<sup>th</sup> day of August  
3 2021, the foregoing EXHIBIT APPENDIX TO PLAINTIFF'S MOTION FOR  
4 TAKING OF SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING  
5 IN CLARK COUNTY PURSUANT TO NRS 126.121(1); TO APPOINT  
6 GUARDIAN AD LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER  
7 INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE TERMS  
8 RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE  
9 JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO  
10 COMPEL DEFENDANT'S PROVISION OF HIPAA RELEASE in the above-  
captioned case was served this date as follows:

- 9 [X] pursuant to NEFCR 9, by mandatory electronic service through the  
10 Eighth Judicial District Court's electronic filing system;
- 11 [ ] pursuant to NRCP 5, by placing the same to be deposited for mailing  
12 in the United States Mail, in a sealed envelope upon which first class  
13 postage was prepaid in Las Vegas, Nevada;
- 14 [ ] pursuant to EDCR 7.26 to be sent via facsimile and/or email, by duly  
15 executed consent for service by electronic means;
- 16 [ ] by hand-delivery with signed Receipt of Copy.

17 To individual(s) listed below at the address:

18 asiana@hwanglawgroup.com  
19 tin@hwanglawgroup.com  
linda@hwanglawgroup.com

20  
21 

22 **Allan Brown,**  
23 An employee of PECOS LAW GROUP  
24  
25  
26

# EXHIBIT 1

EXHIBIT 1

ELECTRONICALLY SERVED  
7/22/2021 11:32 AM

## PECOS LAW GROUP

### Attorneys

Bruce I Shapiro  
Paul A. Lemcke  
Shann D. Winesett\*  
Jack W. Fleeman  
Curtis R. Rawlings  
Jennifer Poynter-Willis  
Holly Fic  
Alicia S. Exley

\*Also Licensed in California

Kirby Wells  
Of Counsel

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### Legal Assistants

Amy Robinson, C.D.F.A.  
Veronica Hines  
Allan Brown, M.B.A.  
Angela Romero  
Shirley Martinez  
Aspen Shapiro  
Janine Shapiro, C.P.A., C.D.F.A.  
Office Administrator

July 22, 2021

### TRANSMITTED ELECTRONICALLY

Linda Lay, Esq.  
Tin Hwang, Esq.  
Hwang Law Group, LLC  
2880 South Jones Boulevard, Suite 2  
Las Vegas, Nevada 89146

Re: *Schaerer v. Karpenko*

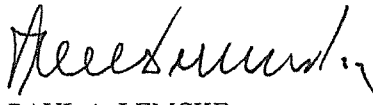
Dear Linda and Tin:

As you know, NRS 126.071(2) provides that with the exception of service of process and certain depositions, all proceedings in my client's paternity action must be stayed until after the child's birth. This highlights the need for you to promptly inform me when Ms. Karpenko gives birth, so that proceedings in the paternity matter may go forward pursuant to law.

I therefore respectfully request that you inform me of the date and place of birth of Ms. Karpenko's child as soon as possible after it occurs, as well as the full name of the child.

I appreciate your cooperation.

Best regards,



PAUL A. LEMCKE

cc. Enrique Schaerer



# EXHIBIT 2

EXHIBIT 2



ELECTRONICALLY SERVED  
7/28/2021 12:16 PM

Attorneys

Bruce I Shapiro  
Paul A. Lemcke  
Shann D. Winesett\*  
Jack W. Fleeman  
Curtis R. Rawlings  
Jennifer Poynter-Willis  
Holly Fic  
Alicia S. Exley

\*Also Licensed in California

Kirby Wells  
Of Counsel

PECOS LAW GROUP

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Legal Assistants

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Veronica Hines  
Allan Brown, M.B.A.  
Angela Romero  
Shirley Martinez  
Aspen Shapiro  
Janine Shapiro, C.P.A., C.D.F.A.  
Office Administrator

July 28, 2021

**TRANSMITTED ELECTRONICALLY**

Linda Lay, Esq.  
Tin Hwang, Esq.  
Hwang Law Group, LLC  
2880 South Jones Boulevard, Suite 2  
Las Vegas, Nevada 89146

Re: **Schaerer v. Karpenko**

Dear Linda and Tin:

I attach a HIPAA release for Ms. Karpenko's execution, related to her medical records while treating with her Las Vegas Ob/Gyn, Tammy Reynolds, M.D. I would ask that this be signed and returned within seven (7) days of today's date, so that I can thereafter process a subpoena duces tecum for these materials once discovery opens in the paternity matter.

On that issue, have you received any notification from your client of the child's birth? I recall that in my phone call with Linda a few days ago, the birth was expected on July 25. Please advise of that status.

Best regards,



PAUL A. LEMCKE

cc. Enrique Schaerer

Attorneys

Bruce I Shapiro  
Paul A. Lemcke  
Shann D. Winesett\*  
Jack W. Fleeman  
Curtis R. Rawlings  
Jennifer Poynter-Willis  
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Janine Shapiro, C.P.A., C.D.F.A.  
Office Administrator

## PATIENTS REQUEST FOR ACCESS TO OR RELEASE AUTHORIZATION FOR PROTECTED HEALTH INFORMATION (HIPAA Compliant)

Patient: Olena Karpenko (Schaerer)

DOB: 9/16/1981 SSN: 513-79-2719

I have fully read this authorization and understand the content of the information that will be disclosed.

I authorize Tammy Reynolds, M.D., FACOG of Women's Health Associates of Southern Nevada (Provider) to disclose and provide a copy of the specific health and medical information identified below to attorney, Pecos Law Group.

DATES OF SERVICE: 2020 and 2021

I specifically authorize the above-named provider and Pecos Law Group, the use and/or disclosure of the following protected health information (PHI) and/or medical records, if such information and/or records exist:

Please send the entire medical file including, but not limited to the following: medical reports; doctor's office charts; hospital records; consultation reports; laboratory records, test results and reports; any and all x-ray films and reports, MRI scans, CT scans, and any all diagnostic imaging films and/or tests and their associated reports taken by you or contained in your files. Also any and all medical bills, invoices and statements reflecting provider charges and payment history including benefit payments and patient payments/co-payments, liens filed including the amount of lien; any charges turned over to collection agents/agency, include amount and name of collection agency; and I understand that these records may include: (1) drug and/or alcohol treatment, testing and/or referrals; (2) HIV related illness and/or communicable diseases treatment, testing and/or referrals; (3) genetic testing information, reports or records; and (4) psychological/counseling treatment, testing and/or referrals.

This authorization will automatically expire two (2) years from the date of execution unless a different end date is specified here: \_\_\_\_\_. I also understand that I have the right to revoke this authorization at any time, but I must do so in writing and submit a Revoke Authorization Form to the privacy services department of the above-named provider. My revocation will take effect upon receipt, except to the extent that others have acted in reliance upon this authorization. Fees/charges will comply with all laws and regulations applicable to release information. (i.e. 60 cents per page except for continuing care requests).

I understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer be protected by the Privacy Rule, even though federal rules prohibit the recipient from making any further disclosure or the information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains, or as otherwise permitted by 42 C.F.R. part 2. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

I agree that a photo copy of this authorization is to have the same force and effect as the original.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands and any territory or insular possession subject to the jurisdiction of the United States.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ (month), 2021, at \_\_\_\_\_  
(city or other location) \_\_\_\_\_ (country).

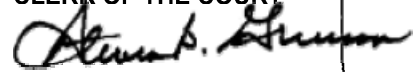
Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_

ES0003  
OK000061

**EXHIBIT “9”**

**EXHIBIT “9”**

**EXHIBIT “9”**



1 **NOT**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 PECOS LAW GROUP

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

10 Attorney for Plaintiff

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept No. **U**

Date of Hearing: September 15, 2021

Time of Hearing: 9:30 a.m.

18 **PLAINTIFF'S NOTICE OF DEFENDANT'S**  
19 **FAILURE TO OPPOSE PLAINTIFF'S PENDING MOTION**

20 TO: Olena Karpenko, Defendant, and

21 TO: Tin Hwang, Esq., and Linda Lay, Esq., attorneys for Defendant:

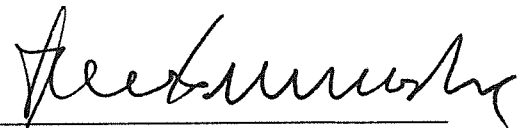
22 YOU WILL PLEASE TAKE NOTICE that Plaintiff's "*MOTION FOR*  
23 *TAKING OF SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING IN*  
24 *CLARK COUNTY PURSUANT TO NRS 126.121(1); TO APPOINT GUARDIAN*  
25

1 *AD LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER*  
2 *INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE TERMS*  
3 *RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE*  
4 *JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL*  
5 *DEFENDANT'S PROVISION OF HIPAA RELEASE."* was filed on August 5,  
6 2021, and properly served on Defendant's counsel via electronic service on  
7 August 5, 2021. Defendant's opposition to the motion was due on or before  
8 Thursday, August 19, 2021 (14 days from service), but no opposition has been  
9 filed.  
10

11  
12 EDCR 5.503(b) provides that "[f]ailure of an opposing party to serve and  
13 file a written opposition may be construed as an admission that the motion is  
14 meritorious and a consent that it be granted."

15 DATED this 26 day of August, 2021.  
16

17 PECOS LAW GROUP

18 

19 **Paul A. Lemcke, Esq.**  
20 Nevada Bar No. 003466  
21 8925 S. Pecos Rd., Suite 14A  
22 Henderson, Nevada 89074  
23 Attorney for Plaintiff  
24  
25  
26


1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that on this 26th day of August  
3 2021, the **Plaintiff's Notice of Defendant's Failure to Oppose Plaintiff's**  
4 **Pending Motion** in the above-captioned case was served as follows:

- 5 ☒ pursuant to NEFCR 9, by mandatory electronic service through the  
6 Eighth Judicial District Court's electronic filing system;
- 7 ☐ pursuant to NRCP 5, by placing the same to be deposited for mailing  
8 in the United States Mail, in a sealed envelope upon which first class  
9 postage was prepaid in Las Vegas, Nevada;
- 10 ☐ pursuant to EDCR 7.26 to be sent via facsimile and/or email, by duly  
11 executed consent for service by electronic means;
- 12 ☐ by hand-delivery with signed Receipt of Copy.

13 To individual(s) listed below at the address:

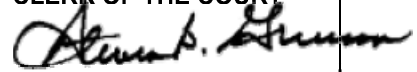
14 asiana@hwanglawgroup.com  
15 tin@hwanglawgroup.com  
16 linda@hwanglawgroup.com

17   
18 **Allan Brown,**  
19 An employee of PECOS LAW GROUP  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT “10”**

**EXHIBIT “10”**

**EXHIBIT “10”**



OPPC  
ROBBINS & ONELLO, LLP  
Kenneth M. Robbins, Esq.  
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Jason Onello, Esq.  
Nevada Bar No. 14411  
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Attorneys for *Defendant*

DISTRICT COURT

CLARK COUNTY, NEVADA

ENRIQUE SCHAEERER ,

Plaintiff,

v.

OLENA KARPENKO,

Defendant.

Case No.: D-21-628088-D

Dept. No.: U

Hearing Date: September 7, 2021

Hearing Time: 2:00 PM

DEFENDANT’S OPPOSITION TO PLAINTIFF’S MOTION FOR TAKING OF SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING IN CLARK COUNTY PURSUANT TO NRS 126.121(1)<sup>1</sup>; TO APPOINT GUARDIAN AD LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE TERMS RESOLVED PURSUANT TO PARTIES’ PLEADINGS), AND TO RESERVE JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL DEFENDANT’S PROVISION OF HIPAA RELEASE AND COUNTERMOTION TO STAY DISCOVERY PENDING RESULTS OF GENETIC TESTING, FOR GENETIC TESTING TO OCCUR IN UKRAINE, OR IN THE ALTERNATIVE FOR GENETIC TESTING TO BE COORDINATED BY TESTING CENTERS IN UNITED STATES AND UKRAINE TO ACCOMMODATE THE CURRENT CIRCUMSTANCES,<sup>2</sup> FOR PLAINTIFF TO BE ORDERED TO FILE A FINANCIAL DISCLOSURE FORM WITHIN SEVEN [7] DAYS OF HEARING; FOR

<sup>1</sup> Plaintiff must amend his pleading; the minor child is an indispensable party; *See* NRS 126.101(1); *See* also Schwob v. Hemsath, 98 Nev. 293, 294, 646 P.2d 1212 (1982); *Johnson v. Johnson*, 93 Nev. 655, 656, 572 P.2d 925, 926 (1977) [“[f]ailure to join an indispensable party is fatal to a judgment.”]

<sup>2</sup> Counsel should meet and confer regarding testing centers that offer such services.

OK000065



1 CHILD SUPPORT PENDING RESULTS OF GENETIC TESTING AND FOR REIMBURSEMENT OF  
2 MEDICAL EXPENSES RELATED TO CHILD-BIRTH, AND FOR ENRIQUE TO PAY COSTS OF  
3 GENETIC TESTING / ATTORNEY FEES RELATED SOLELY TO THE PATERNITY ACTION.

4 COMES NOW, OLENA KARPENKO ("Ms. Karpenko"), by and through her attorney JASON  
5 ONELLO, ESQ. of ROBBINS AND ONELLO, LLP, and submits this Opposition and Countermotion.  
6 This motion is made and based upon the pleadings on file herein, together with the attached  
7 Points and Authorities, as well as oral arguments of counsel to be heard at the time of hearing.

8 DATED this 3<sup>rd</sup> of September 2021.

9 ROBBINS & ONELLO, LLP

10 /s/ Jason Onello, Esq.

11 Jason Onello, Esq.

12 Nevada Bar No. 14411

13 9205 W. Russell Rd., Suite 240

14 Las Vegas, Nevada 89148

15 (702) 608-2331 (Phone)

16 (702) 442-9971 (Fax)

17 eservice@robbinsandonellolaw.com

18 *Attorney for Defendant*

19 **I. FACTS**

20 Plaintiff, Enrique Schaerer ("Enrique") filed an action for Divorce, on or about  
21 May 28, 2021. This matter primarily regards allegations related to a minor child that was  
22 born in Ukraine; this Court does not have custody jurisdiction. Enrique does not request  
23 genetic testing to occur for 90 to 120, yet when a one-week request for time to file an  
24 Opposition is requested (and to discuss potential resolution), Enrique is apparently in  
25 some sort of hurry to go nowhere; maybe he should go to Ukraine instead. Enrique is  
26 more concerned about his bifurcation request than he is about paternity; as explained  
27 below, Enrique's request is more about controlling / harassing Olena for returning to  
28 Ukraine than it is about paternity.

1 Defendant, Olena Karpenko (“Olena”) has actively participated in these  
2 proceedings while residing in Ukraine, despite logistical complications, recovering from  
3 giving birth and nursing her newborn child.<sup>3</sup> Olena is in Ukraine currently because  
4 Enrique refused to cooperate for purposes of Olena applying for a green card via marriage,  
5 which he agreed to do only if Olena signed a Premarital Agreement; Olena was in the  
6 United States on a 2001 Visa that expired April 30, 2021; Enrique dangled the green card  
7 like a carrot and then failed to hold up his end of the bargain when it mattered most,  
8 resulting in Olena moving back to Ukraine. The US Embassy in Ukraine limited its visa  
9 operations due to COVID-19 and there is currently no set date to return to normal  
10 operations.<sup>4</sup> Enrique’s request is not just impractical; it is impossible.  
11

12 Enrique is now before the court requesting that a newborn child be brought back  
13 to the United States [with his mother] for purposes of genetic testing *during a pandemic*  
14 and while *Ukraine is in a state of emergency*; Enrique also knows that Olena cannot return  
15 to the United States anyways;<sup>5</sup> this is the epitome of an unreasonable request. Given the  
16 nature of Enrique’s discovery, Enrique has requested information that is not relevant to  
17 paternity and intended to child custody jurisdiction, which Nevada does not have.  
18 Therefore, he makes an impossible request, rather than to travel to Ukraine for purposes  
19 of testing. Enrique does not really want to know; he just wants to protect his property.  
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25 <sup>3</sup> Ukraine is ten (10) hours ahead of Nevada (Carson City), which has presented some difficulties for purposes of  
26 coordinating timely substitution of counsel.

27 <sup>4</sup> <https://ua.usembassy.gov/visas/> - “Due to the COVID-19 pandemic, the United States Embassy in Ukraine has not  
yet returned to normal visa operations. However, we are currently opening as many appointments as resources and  
safety allow.”

28 <sup>5</sup> Ukraine is also in a state of emergency through October 1, 2021 due to Covid-19. *See*  
<https://www.reuters.com/world/europe/ukraine-extend-covid-19-restrictions-until-oct-1-2021-08-11/>

1           Regarding Olena's Opposition - Olena had to change counsel on or about August  
2 26, 2021; the undersigned counsel reached out for a conference to discuss the matter and  
3 requested an extension to file an Opposition; that request was rejected on / about that  
4 same day and Enrique instead filed a Notice of Non-Opposition to take advantage of the  
5 change in counsel. At that time, the hearing was set for September 15, 2021. After the  
6 filing of the Notice of Non-Opposition, the Court moved the hearing date up to September  
7 7, 2021, likely because it assumed that no Opposition would be filed. Olena's  
8 undersigned counsel substituted into the matter on August 31, 2021 and immediately,  
9 from Enrique's counsel, requested to push the hearing back a week (or to the original  
10 date) so that the parties can fully brief the issues and discuss rational options for genetic  
11 testing. That request was rejected, even though Enrique does not request any immediate  
12 relief related to paternity; how odd indeed.

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16           Enrique already knows where Olena lives; Enrique's family has already requested  
17 [directly to Olena] to visit the newborn child. Enrique's argument that "Ukraine is  
18 corrupt" is simple pretext and the argument takes a huge leap of logic. Somehow "corrupt  
19 politicians" is imputed upon a private paternity testing center, some of which have  
20 international operations that include the United States. Enrique's argument regarding  
21 corrupt government [in theory] could be imputed upon the Courts in Ukraine, but this  
22 theory cannot logically be imputed upon a private entity that also operates in the United  
23 States. Are the testing centers in the United States Corrupt because corruption occurs in  
24 somewhere in the United States government? Enrique is also extremely wealthy and has  
25 connections in Ukraine; if anyone were to be able to "bribe an official," it's him. Enrique  
26  
27  
28

1 has nothing limiting him from traveling to Ukraine for purposes of a paternity test; he just  
2 wants Olena to return to the United States; with a newborn; during a pandemic; while  
3 recovering from childbirth; without a Visa; while Olena's country is in a state of  
4 emergency; when Enrique could just book a flight. Really?

## 6       **II.       LEGAL ARGUMENT**

- 7  
8           i.    THE COURT SHOULD DENY THE REQUEST FOR THE EXECUTED HIPAA  
9                RELEASE AND STAY DISCOVERY; IF POSITIVE, THE GENETIC TEST WOULD  
10              GENERATE A "CONCLUSIVE PRESUMPTION" PURSUANT TO NRS  
11              126.051(2), RENDERING THIS OVERLY INTRUSIVE REQUEST  
12              UNNECESSARY.

13           A conclusive presumption that a man is the natural father of a child is established  
14           if tests for the typing of blood or tests for genetic identification made pursuant to NRS  
15           126.121 show a probability of 99 percent or more that he is the father except that the  
16           presumption may be rebutted if he establishes that he has an identical sibling who may be  
17           the father. NRS 126.051(2).

18           Parties may obtain discovery regarding any nonprivileged matter that is relevant  
19           to any party's claims or defenses and *proportional to the needs of the case*, considering  
20           the importance of the issues at stake in the action, the amount in controversy, the parties'  
21           relative access to relevant information, the parties' resources, the importance of the  
22           discovery in resolving the issues, and whether the burden or expense of the proposed  
23           discovery outweighs its likely benefit. Information within this scope of discovery need  
24           not be admissible in evidence to be discoverable. NRCP 26(1)  
25

26  
27           Enrique requested genetic testing, which [if positive] would provide a "conclusive  
28           presumption" as to paternity. The HIPAA request is overly invasive and unnecessary if

1 Enrique's request for genetic testing is granted and Olena does not oppose genetic testing.  
2 This test would also render Enrique's invasive and harassing discovery requests  
3 unnecessary and reduce the costs of litigation, which would benefit both parties. If  
4 Enrique insists on discovery, he needs to file a Financial Disclosure Form so the Court  
5 can determine appropriate attorney fees pursuant to NRS 126.171, which is not prohibited  
6 by a Premarital Agreement.  
7

8           ii.    ENRIQUE MUST FILE A FINANCIAL DISCLOSURE FORM UPON RECEIPT OF  
9                GENETIC TESTING RESULTS; IF GENETIC TESTING IS POSITIVE; ENRIQUE  
10              MUST PAY CHILD SUPPORT, CHILD SUPPORT ARREARS, AND REIMBURSE  
11              OLENA FOR-CHILD BIRTH EXPENSES.

12           After an action is set for trial pursuant to NRS 126.141, the judge, master or referee  
13 shall, upon the motion of a party, issue an order providing for the temporary support of  
14 the child pending the resolution of the trial if the judge, master or referee determines that  
15 there is clear and convincing evidence that the party against whom the order is issued is  
16 the father of the child.  
17

18           The court may order reasonable fees of counsel, experts and the child's guardian  
19 ad litem, and other costs of the action and pretrial proceedings, including blood tests or  
20 tests for genetic identification, to be paid by the parties in proportions and at times  
21 determined by the court. NRS 126.171  
22

23           The genetic testing will provide a conclusive presumption, if positive. The Court  
24 should order Enrique to immediately file a Financial Disclosure Form so Olena can do  
25 discovery on Enrique's finances [if necessary] pending the result of genetic testing. Olena  
26 reserves her statutory right to request child support arrears and reimbursement of costs  
27 related to birth of the minor child.  
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**III. CONCLUSION**

The Court should deny Plaintiff's motion and stay discovery pending the results of genetic testing; Enrique should be ordered to book a flight to Ukraine immediately, or do a little research to find labs that have partner labs in Ukraine.

Dated this 3<sup>rd</sup> day of September 2021

Respectfully submitted,

ROBBINS & ONELLO, LLP

/s/ Jason Onello, Esq.

Nevada Bar No. 14411

Kenneth Robbins, Esq.

Nevada Bar No. 13572

9205 W. Russell Rd., Suite 240

Las Vegas, Nevada 89148

(702) 608-2331 (Phone)

(702) 442-9971 (Fax)

eservice@robbinsandonellolaw.com

Attorney for Defendant

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- I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 USC § 1746), that the foregoing is true and correct.

  
ID gfHedVEDqYFCnVSdzGRLR8qt

1 OF 1

OK000072

## eSignature Details

---

<b>Signer ID:</b>	<b>gfHedVEDqYFCnVSdzGRLR8qt</b>
Signed by:	Olena Karpenko
Sent to email:	solomia.mail@gmail.com
IP Address:	93.73.8.113
Signed at:	Sep 3 2021, 11:11 am PDT



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CERTIFICATE OF SERVICE

I hereby certify that service of the foregoing document:

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR TAKING OF SPECIMENS FOR GENETIC IDENTIFICATION AND TESTING IN CLARK COUNTY PURSUANT TO NRS 126.121(1); TO APPOINT GUARDIAN AD LITEM FOR MINOR CHILD; TO BIFURCATE AND ENTER INTERLOCUTORY DECREE OF DIVORCE (ALL DIVORCE TERMS RESOLVED PURSUANT TO PARTIES' PLEADINGS), AND TO RESERVE JURISDICTION TO ADJUDICATE PATERNITY CLAIMS; AND TO COMPEL DEFENDANT'S PROVISION OF HIPAA RELEASE

AND

COUNTERMOTION TO STAY DISCOVERY PENDING RESULTS OF GENETIC TESTING, FOR GENETIC TESTING TO OCCUR IN UKRAINE, OR IN THE ALTERNATIVE FOR GENETIC TESTING TO BE COORDINATED BY TESTING CENTERS IN UNITED STATES AND UKRAINE TO ACCOMMODATE THE CURRENT CIRCUMSTANCES, FOR PLAINTIFF TO BE ORDERED TO FILE A FINANCIAL DISCLOSURE FORM WITHIN SEVEN [7] DAYS OF HEARING; FOR CHILD SUPPORT PENDING RESULTS OF GENETIC TESTING AND FOR REIMBURSEMENT OF MEDICAL EXPENSES RELATED TO CHILD-BIRTH, AND FOR ENRIQUE TO PAY COSTS OF GENETIC TESTING / ATTORNEY FEES RELATED SOLELY TO THE PATERNITY ACTION.

was made this 3<sup>rd</sup> day of September 2021 by:

☐ depositing a copy of the same in the U.S. Mails at Las Vegas, Nevada, postage prepaid, addressed to:

☐ facsimile to the party, or counsel for party at the following facsimile address:

☒ electronic filing on the date hereof and service through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Master Calendar Service List as follows:

Paul Lemcke – paul@pecoslawgroup.com

Admin Email – email@pecoslawgroup.com

Allan Brown – allan@pecoslawgroup.com

\_\_\_\_\_/s/ Nicole Fasulo\_\_\_\_\_  
An Employee of ROBBINS & ONELLO

**EXHIBIT “11”**

**EXHIBIT “11”**

**EXHIBIT “11”**

*Heather L. Smith*  
CLERK OF THE COURT

**ORDR**

**Paul A. Lemcke, Esq.**

Nevada Bar No. 003466

PECOS LAW GROUP

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Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

Attorney for Plaintiff

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Enrique Schaerer,**

Plaintiff,

vs.

**Olena Karpenko,**

Defendant.

Case No. **D-21-628088-D**

Dept. No. **U**

Date of Hearing: September 7, 2021

Time of Hearing: 2:00 p.m.

**ORDER AFTER MOTION HEARING**

**THIS MATTER** came on for hearing on the 7<sup>th</sup> day of September 2021, before the Honorable Dawn R. Throne, on Plaintiff Enrique Schaerer's "*Motion for Taking of Specimens for Genetic Identification and Testing in Clark County Pursuant to NRS 126.121(1); to Appoint Guardian Ad Litem for Minor Child; to Bifurcate and Enter Interlocutory Decree of Divorce (All Divorce Terms Resolved Pursuant to Parties' Pleadings), and to Reserve Jurisdiction to Adjudicate Paternity Claims; and to Compel Defendant's Provision of HIPAA Release,*" and

1 on Defendant Olena Karpenko's "*Countermotion to Stay Discovery Pending*  
2 *Results of Genetic Testing, for Genetic Testing to Occur in Ukraine, or in the*  
3 *Alternative for Genetic Testing to be Coordinated by Testing Centers in United*  
4 *States and Ukraine to Accommodate the Current Circumstances; for Plaintiff to*  
5 *be Ordered to File a Financial Disclosure Form Within Seven (7) Days of*  
6 *Hearing; for Child Support Pending Results of Genetic Testing and for*  
7 *Reimbursement of Medical Expenses Related to Child-Birth; and for Enrique to*  
8 *Pay Costs of Genetic Testing/Attorney Fees Related Solely to the Paternity*  
9 *Action.*" Plaintiff **Enrique Schaerer** ("Enrique") was present and represented by  
10 his counsel of record, Paul A. Lemcke, Esq., of PECOS LAW GROUP. Defendant  
11 **Olena Karpenko** ("Olena") was present and represented by her counsel of record,  
12 Jason Onello, Esq., of ROBBINS & ONELLO, LLP. All appearances were made  
13 remotely via the Court's BlueJeans application.  
14

15 **THE COURT** having reviewed Enrique's motion and Olena's opposition  
16 and countermotion, as well as the related document appendix filed by Enrique, and  
17 having heard the oral argument of counsel, and being fully advised in the  
18 premises, and good cause appearing therefore:  
19

20 **THE COURT FINDS** that it has personal and subject matter jurisdiction  
21 over the parties' divorce action pursuant to NRS 125.020.

22 **THE COURT FURTHER FINDS** that evidence has not as yet been  
23 produced or admitted in this action that a live child has actually been born to  
24 Olena as required by NRS 126.071(2). Notwithstanding that fact, Olena has made  
25

1 an unverified representation through her counsel that a child had been born, that  
2 the child is a boy, and that she is the child's natural mother.

3 **THE COURT FURTHER FINDS** that Olena's Amended Answer to  
4 Complaint and Counterclaim for Divorce, filed July 20, 2021, does not make any  
5 affirmative allegation that Enrique is the natural father of her child.

6 **THE COURT FURTHER FINDS** that Olena's Amended Answer to  
7 Complaint, filed July 20, 2021, generally denies Enrique's specific allegation of  
8 non-paternity on the ground that she is without sufficient knowledge or belief to  
9 admit or deny the allegations of non-paternity.

10 **THE COURT FURTHER FINDS** that Enrique's actual paternity of  
11 Olena's minor child would be legally foundational to any putative claim for child  
12 support.

13 **THE COURT FURTHER FINDS** – based on Olena's representation  
14 through her counsel that a child has in fact been born to her – that it has personal  
15 and subject matter jurisdiction over Enrique's joined claim for the adjudication of  
16 the existence or non-existence of the father and child relationship pursuant to NRS  
17 126.091(2), as the child was conceived in Nevada during Olena's time of  
18 residence in Nevada.

19 **THE COURT FURTHER FINDS** that potential vulnerabilities in accurate  
20 and credible DNA collection and paternity testing exist in Ukraine, ~~and the Court~~  
21 ~~will not under any circumstances rely on a Ukrainian laboratory for those~~

22 ~~purposes.~~ Given the facts of this case, it is imperative that the parties have scientifically  
23 reliable maternity testing of the minor child that is produced for testing and then  
24 paternity testing.

1           **THE COURT FURTHER FINDS** that Olena's Amended Answer to  
2 Complaint, filed July 20, 2021, admits the following material facts:

- 3           • The parties' Premarital Agreement is valid, binding, and legally  
4 enforceable.
- 5           • The terms and conditions of the Premarital Agreement should be  
6 acknowledged, approved, and enforced by the Court in this divorce  
7 action.
- 8           • Enrique and Olena have not accumulated, nor do they own, any  
9 community property or joint property whatsoever.
- 10           • Enrique and Olena have not accumulated, nor do they own, any  
11 community or joint debts whatsoever.
- 12           • Enrique and Olena each have certain separate property and debts (as  
13 defined by the Premarital Agreement), and that separate property and  
14 debt should be confirmed to each of the parties consistent with the  
15 Premarital Agreement.
- 16           • Enrique and Olena entered into a mutual waiver of spousal support,  
17 alimony, preliminary allowances, and attorney's fees, as specified in  
18 paragraphs 16.2 and 16.3 of the Premarital Agreement.
- 19           • Neither Enrique or Olena should pay spousal support or alimony to  
20 the other party.
- 21
- 22
- 23
- 24
- 25

- Enrique and Olena should bear their respective attorney's fees and costs of suit in finalizing this divorce in accordance with the Premarital Agreement.
- Enrique and Olena are permanently incompatible in marriage.

**THE COURT FURTHER FINDS** that the parties' respective pleadings in this case, sworn under penalty of perjury, resolve all issues of property, debt, spousal support/alimony, and attorneys' fees and costs that would otherwise be at issue in this divorce. The substantive terms of the parties' divorce are therefore not in dispute. The only remaining unresolved issue in this action is the pending paternity claim.

Based upon those findings,

**IT IS HEREBY ORDERED** that Enrique's "*Motion for Taking of Specimens for Genetic Identification and Testing Pursuant to NRS 126.121(1)*" is GRANTED. The specimen collection and the testing for genetic identification shall take place in the United States, with the specific situs of that collection and testing within the United States to be determined after the further proceedings specified herein. Both paternity testing and maternity testing shall be conducted, which shall require the in-person, physical presence of Enrique, Olena, and the subject minor child at the court-ordered testing laboratory that is ultimately ordered.

**IT IS FURTHER ORDERED** that Olena and the minor child shall be required to travel to the United States, on a schedule and to a situs to be

1 determined after the further proceedings specified herein, to submit to the  
2 specimen collection and the testing for genetic identification ordered herein. The  
3 collection and testing shall be administered and conducted by a certified U.S.  
4 laboratory still to be determined, which collection and testing shall be compliant  
5 with generally accepted chain-of-custody protocols.

6  
7 **IT IS FURTHER ORDERED** that relative to Olena's and the minor  
8 child's mandatory travel for the specimen collection and the testing for genetic  
9 identification ordered herein, Olena is ordered to use her good faith efforts to  
10 investigate and apply for (1) necessary American travel visas; (2) necessary  
11 Ukrainian passports; (3) a doctor's medical clearance for the subject minor child's  
12 travel; and (4) any and all other documentation necessary to travel from Ukraine  
13 to the United States. Further, by the time of the next in-court status check on  
14 October 12, 2021, Olena shall provide the Court and opposing counsel with  
15 documentary proof of her visa and passport applications, the request for medical  
16 clearance, and her application for any and all other documentation necessary to  
17 travel from Ukraine to the United States.

18  
19 **IT IS FURTHER ORDERED** that by his agreement, Enrique shall timely  
20 advance the reasonable and necessary travel costs necessary for Olena and the  
21 subject minor child to travel to/from the United States. At such time as the Court  
22 renders further orders on the schedule and situs of Olena's and the minor child's  
23 travel, Enrique shall then individually organize and book their travel  
24 arrangements. Enrique's responsibility for those costs shall be subject to his  
25



1 reservation of rights to potentially re-tax and re-allocate those costs on the final  
2 adjudication of the child's paternity.

3 **IT IS FURTHER ORDERED** that pursuant to NRS 126.121(2), if Olena  
4 refuses to submit to, or fails to appear for, the specimen collection and the testing  
5 for genetic identification ordered herein, the court may presume that the result of  
6 the test would be adverse to Olena's interests, may declare Enrique not to be the  
7 father of the subject child, or may enforce its order if the rights of others and the  
8 interests of justice so require.

10 **IT IS FURTHER ORDERED** that Olena's "*Counter-motion for Genetic*  
11 *Testing to Occur in Ukraine, or in the Alternative for Genetic Testing to be*  
12 *Coordinated by Testing Centers in United States and Ukraine to Accommodate the*  
13 *Current Circumstances*" is DENIED.

14 **IT IS FURTHER ORDERED** that Olena's "*Counter-motion to Stay*  
15 *Discovery Pending Results of Genetic Testing*" is DENIED.

16 **IT IS FURTHER ORDERED** that Enrique's "*Motion to Compel*  
17 *Defendant's Provision of HIPAA Release*" is GRANTED. Discovery in this action  
18 on matters relevant to the pending paternity claim has previously been opened  
19 consistent with NRCP 16.2. Within ten (10) days of this hearing (*i.e.*, on or before  
20 September 17, 2021), Olena shall execute and return the HIPAA release  
21 previously requested by Enrique, which is attached to Enrique's Exhibit  
22 Appendix, filed August 5, 2021, as bates-stamped document ES0003. The  
23 execution of the HIPAA release is necessary and appropriate, as there may be  
24  
25

1 admissions or data in the materials sought from Olena's OB/GYN that may be  
2 relevant to the child's paternity, and Enrique is entitled to that discovery.

3 **IT IS FURTHER ORDERED** that if Olena does not execute and return  
4 the above-referenced HIPAA release within ten (10) days of this hearing, an order  
5 shall issue directing Olena's OB/GYN to immediately produce the requested  
6 records directly to Enrique's counsel.

7  
8 **IT IS FURTHER ORDERED** that Olena, through her counsel, shall  
9 immediately produce a copy of the subject minor child's birth certificate to  
10 Enrique's counsel, and shall further provide a letter or email disclosure of the  
11 child's full name, date of birth, and place of birth.

12 **IT IS FURTHER ORDERED** that Olena's "*Countermotion for Plaintiff to*  
13 *be Ordered to File a Financial Disclosure Form Within Seven (7) Days of*  
14 *Hearing; for Child Support Pending Results of Genetic Testing and for*  
15 *Reimbursement of Medical Expenses Related to Child-Birth* is DENIED without  
16 prejudice, until such time as the paternity of the subject minor child is fully and  
17 finally adjudicated.

18  
19 **IT IS FURTHER ORDERED** that Enrique's "*Countermotion to Bifurcate*  
20 *and Enter Interlocutory Decree of Divorce (All Divorce Terms Resolved Pursuant*  
21 *to Parties' Pleadings), and to Reserve Jurisdiction to Adjudicate Paternity*  
22 *Claims*" is GRANTED. An interlocutory Decree of Divorce shall be entered that  
23 terminates the parties' marriage consistent with the admitted allegations in the  
24 parties' pleadings, and the specific terms thereof. The Decree of Divorce shall

1 reflect that the Court shall retain jurisdiction to adjudicate the subject minor  
2 child's paternity. Enrique's counsel shall immediately prepare and submit the  
3 interlocutory Decree of Divorce to Olena's counsel for review and approval.

4 **IT IS FURTHER ORDERED** that Enrique's "*Motion to Appoint*  
5 *Guardian Ad Litem for Minor Child*" is deferred pending a final adjudication of  
6 paternity.

7  
8 **IT IS FURTHER ORDERED** that Olena's "*Motion for Enrique to Pay*  
9 *Costs of Genetic Testing/Attorney Fees Related Solely to the Paternity Action*" is  
10 deferred pending a final adjudication of paternity.

11 **IT IS FURTHER ORDERED** that a status check is set in this action on  
12 **Tuesday, October 12, 2021, at 3:30 p.m.**, for the purpose of assessing Olena's  
13 good faith efforts and progress in arranging for travel to the United States for the  
14 specimen collection and the testing for genetic identification ordered herein.  
15

16 Dated this 23rd day of September, 2021

17 

18  
19 65B 9B1 ADE7 3B7A  
Dawn R. Throne  
District Court Judge

20 Submitted by:  
PECOS LAW GROUP

21 

22 **Paul A. Lemcke, Esq.**  
Nevada Bar No. 003466  
23 8925 South Pecos Rd. Suite 14A  
24 Henderson, Nevada 89074

25 Attorney for Plaintiff

26 *Schaerer v. Karpenko (D-21-628088-D)*

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Enrique Schaerer, Plaintiff

CASE NO: D-21-628088-D

7 vs.

DEPT. NO. Department U

8 Olena Karpenko, 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 eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/23/2021

15 admin email email@pecoslawgroup.com

16 Allan Brown allan@pecoslawgroup.com

17 Paul Lemcke paul@pecoslawgroup.com

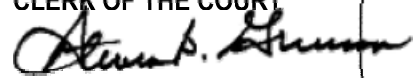
18 Eservice Email Eservice@robbinsandonellolaw.com  
19  
20  
21  
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OK000084

**EXHIBIT “12”**

**EXHIBIT “12”**

**EXHIBIT “12”**



1 **NEOJ**  
2 **Paul A. Lemcke, Esq.**  
3 Nevada Bar No. 003466  
4 **PECOS LAW GROUP**  
5 8925 South Pecos Road, Suite 14A  
6 Henderson, Nevada 89074  
7 Telephone: (702) 388-1851  
8 Facsimile: (702) 388-7406  
9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)  
10 Attorney for Plaintiff

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept No. **U**

Date of Hearing: September 7, 2021

Time of Hearing: 2:00 p.m.

18 **NOTICE OF ENTRY OF ORDER**

19 TO: Olena Karpenko, Defendant; and

20 TO: Jason Onello, Esq., attorney for Defendant.

21 YOU WILL PLEASE TAKE NOTICE that ORDER AFTER MOTION  
22 HEARING was entered in the above-captioned case on the 23<sup>rd</sup> day of September

23 ///

24 ///

25 ///

1 2021, by filing with the clerk. A true and correct copy of said ORDER is attached  
2 hereto and made a part hereof.

3 DATED this 23 day of September, 2021.

4  
5 PECOS LAW GROUP

6 

7 **Paul A. Lemcke, Esq.**

8 Nevada Bar No. 003466

9 8925 South Pecos Road, Suite 14A

10 Henderson, Nevada 89074

11 Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that on this 23<sup>rd</sup> day of September  
3 2021, the **Notice of Entry of Order**, in the above-captioned case was served as  
4 follows:

- 5 ☒ pursuant to NEFCR 9, by mandatory electronic service through the  
6 Eighth Judicial District Court's electronic filing system;
- 7 ☐ pursuant to NRCP 5, by placing the same to be deposited for mailing  
8 in the United States Mail, in a sealed envelope upon which first class  
9 postage was prepaid in Las Vegas, Nevada;
- 10 ☐ pursuant to EDCR 7.26 to be sent via facsimile and/or email, by duly  
executed consent for service by electronic means;
- 11 ☐ by hand-delivery with signed Receipt of Copy.

12  
13 To individual(s) listed below at the address:

14 Jason Onello, Esq.

15 [eservice@robbinsandonellolaw.com](mailto:eservice@robbinsandonellolaw.com)

16 

17 **Allan Brown,**

18 An employee of PECOS LAW GROUP



*Heather A. Smith*  
CLERK OF THE COURT

1 **ORDR**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 PECOS LAW GROUP

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

10 Attorney for Plaintiff

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept. No. **U**

Date of Hearing: September 7, 2021

Time of Hearing: 2:00 p.m.

18 **ORDER AFTER MOTION HEARING**

19 **THIS MATTER** came on for hearing on the 7<sup>th</sup> day of September 2021,  
20 before the Honorable Dawn R. Throne, on Plaintiff Enrique Schaerer's "*Motion*  
21 *for Taking of Specimens for Genetic Identification and Testing in Clark County*  
22 *Pursuant to NRS 126.121(1); to Appoint Guardian Ad Litem for Minor Child; to*  
23 *Bifurcate and Enter Interlocutory Decree of Divorce (All Divorce Terms Resolved*  
24 *Pursuant to Parties' Pleadings), and to Reserve Jurisdiction to Adjudicate*  
25 *Paternity Claims; and to Compel Defendant's Provision of HIPAA Release,"* and

1 on Defendant Olena Karpenko's *"Countermotion to Stay Discovery Pending*  
2 *Results of Genetic Testing, for Genetic Testing to Occur in Ukraine, or in the*  
3 *Alternative for Genetic Testing to be Coordinated by Testing Centers in United*  
4 *States and Ukraine to Accommodate the Current Circumstances; for Plaintiff to*  
5 *be Ordered to File a Financial Disclosure Form Within Seven (7) Days of*  
6 *Hearing; for Child Support Pending Results of Genetic Testing and for*  
7 *Reimbursement of Medical Expenses Related to Child-Birth; and for Enrique to*  
8 *Pay Costs of Genetic Testing/Attorney Fees Related Solely to the Paternity*  
9 *Action."* Plaintiff **Enrique Schaerer** ("Enrique") was present and represented by  
10 his counsel of record, Paul A. Lemcke, Esq., of PECOS LAW GROUP. Defendant  
11 **Olena Karpenko** ("Olena") was present and represented by her counsel of record,  
12 Jason Onello, Esq., of ROBBINS & ONELLO, LLP. All appearances were made  
13 remotely via the Court's BlueJeans application.  
14

15 **THE COURT** having reviewed Enrique's motion and Olena's opposition  
16 and countermotion, as well as the related document appendix filed by Enrique, and  
17 having heard the oral argument of counsel, and being fully advised in the  
18 premises, and good cause appearing therefore:  
19

20 **THE COURT FINDS** that it has personal and subject matter jurisdiction  
21 over the parties' divorce action pursuant to NRS 125.020.

22 **THE COURT FURTHER FINDS** that evidence has not as yet been  
23 produced or admitted in this action that a live child has actually been born to  
24 Olena as required by NRS 126.071(2). Notwithstanding that fact, Olena has made  
25

1 an unverified representation through her counsel that a child had been born, that  
2 the child is a boy, and that she is the child's natural mother.

3 **THE COURT FURTHER FINDS** that Olena's Amended Answer to  
4 Complaint and Counterclaim for Divorce, filed July 20, 2021, does not make any  
5 affirmative allegation that Enrique is the natural father of her child.

6 **THE COURT FURTHER FINDS** that Olena's Amended Answer to  
7 Complaint, filed July 20, 2021, generally denies Enrique's specific allegation of  
8 non-paternity on the ground that she is without sufficient knowledge or belief to  
9 admit or deny the allegations of non-paternity.

10 **THE COURT FURTHER FINDS** that Enrique's actual paternity of  
11 Olena's minor child would be legally foundational to any putative claim for child  
12 support.

13 **THE COURT FURTHER FINDS** – based on Olena's representation  
14 through her counsel that a child has in fact been born to her – that it has personal  
15 and subject matter jurisdiction over Enrique's joined claim for the adjudication of  
16 the existence or non-existence of the father and child relationship pursuant to NRS  
17 126.091(2), as the child was conceived in Nevada during Olena's time of  
18 residence in Nevada.

19 **THE COURT FURTHER FINDS** that potential vulnerabilities in accurate  
20 and credible DNA collection and paternity testing exist in Ukraine, ~~and the Court~~  
21 ~~will not under any circumstances rely on a Ukrainian laboratory for those~~

22 ~~purposes.~~ Given the facts of this case, it is imperative that the parties have scientifically  
23 reliable maternity testing of the minor child that is produced for testing and then  
24 paternity testing.

1           **THE COURT FURTHER FINDS** that Olena's Amended Answer to  
2 Complaint, filed July 20, 2021, admits the following material facts:

- 3           • The parties' Premarital Agreement is valid, binding, and legally  
4 enforceable.
- 5           • The terms and conditions of the Premarital Agreement should be  
6 acknowledged, approved, and enforced by the Court in this divorce  
7 action.
- 8           • Enrique and Olena have not accumulated, nor do they own, any  
9 community property or joint property whatsoever.
- 10           • Enrique and Olena have not accumulated, nor do they own, any  
11 community or joint debts whatsoever.
- 12           • Enrique and Olena each have certain separate property and debts (as  
13 defined by the Premarital Agreement), and that separate property and  
14 debt should be confirmed to each of the parties consistent with the  
15 Premarital Agreement.
- 16           • Enrique and Olena entered into a mutual waiver of spousal support,  
17 alimony, preliminary allowances, and attorney's fees, as specified in  
18 paragraphs 16.2 and 16.3 of the Premarital Agreement.
- 19           • Neither Enrique or Olena should pay spousal support or alimony to  
20 the other party.
- 21
- 22
- 23
- 24
- 25

- Enrique and Olena should bear their respective attorney's fees and costs of suit in finalizing this divorce in accordance with the Premarital Agreement.
- Enrique and Olena are permanently incompatible in marriage.

**THE COURT FURTHER FINDS** that the parties' respective pleadings in this case, sworn under penalty of perjury, resolve all issues of property, debt, spousal support/alimony, and attorneys' fees and costs that would otherwise be at issue in this divorce. The substantive terms of the parties' divorce are therefore not in dispute. The only remaining unresolved issue in this action is the pending paternity claim.

Based upon those findings,

**IT IS HEREBY ORDERED** that Enrique's "*Motion for Taking of Specimens for Genetic Identification and Testing Pursuant to NRS 126.121(1)*" is GRANTED. The specimen collection and the testing for genetic identification shall take place in the United States, with the specific situs of that collection and testing within the United States to be determined after the further proceedings specified herein. Both paternity testing and maternity testing shall be conducted, which shall require the in-person, physical presence of Enrique, Olena, and the subject minor child at the court-ordered testing laboratory that is ultimately ordered.

**IT IS FURTHER ORDERED** that Olena and the minor child shall be required to travel to the United States, on a schedule and to a situs to be

1 determined after the further proceedings specified herein, to submit to the  
2 specimen collection and the testing for genetic identification ordered herein. The  
3 collection and testing shall be administered and conducted by a certified U.S.  
4 laboratory still to be determined, which collection and testing shall be compliant  
5 with generally accepted chain-of-custody protocols.

6  
7 **IT IS FURTHER ORDERED** that relative to Olena's and the minor  
8 child's mandatory travel for the specimen collection and the testing for genetic  
9 identification ordered herein, Olena is ordered to use her good faith efforts to  
10 investigate and apply for (1) necessary American travel visas; (2) necessary  
11 Ukrainian passports; (3) a doctor's medical clearance for the subject minor child's  
12 travel; and (4) any and all other documentation necessary to travel from Ukraine  
13 to the United States. Further, by the time of the next in-court status check on  
14 October 12, 2021, Olena shall provide the Court and opposing counsel with  
15 documentary proof of her visa and passport applications, the request for medical  
16 clearance, and her application for any and all other documentation necessary to  
17 travel from Ukraine to the United States.

18  
19 **IT IS FURTHER ORDERED** that by his agreement, Enrique shall timely  
20 advance the reasonable and necessary travel costs necessary for Olena and the  
21 subject minor child to travel to/from the United States. At such time as the Court  
22 renders further orders on the schedule and situs of Olena's and the minor child's  
23 travel, Enrique shall then individually organize and book their travel  
24 arrangements. Enrique's responsibility for those costs shall be subject to his  
25

1 reservation of rights to potentially re-tax and re-allocate those costs on the final  
2 adjudication of the child's paternity.

3 **IT IS FURTHER ORDERED** that pursuant to NRS 126.121(2), if Olena  
4 refuses to submit to, or fails to appear for, the specimen collection and the testing  
5 for genetic identification ordered herein, the court may presume that the result of  
6 the test would be adverse to Olena's interests, may declare Enrique not to be the  
7 father of the subject child, or may enforce its order if the rights of others and the  
8 interests of justice so require.

10 **IT IS FURTHER ORDERED** that Olena's "*Countermotion for Genetic*  
11 *Testing to Occur in Ukraine, or in the Alternative for Genetic Testing to be*  
12 *Coordinated by Testing Centers in United States and Ukraine to Accommodate the*  
13 *Current Circumstances*" is DENIED.

14 **IT IS FURTHER ORDERED** that Olena's "*Countermotion to Stay*  
15 *Discovery Pending Results of Genetic Testing*" is DENIED.

17 **IT IS FURTHER ORDERED** that Enrique's "*Motion to Compel*  
18 *Defendant's Provision of HIPAA Release*" is GRANTED. Discovery in this action  
19 on matters relevant to the pending paternity claim has previously been opened  
20 consistent with NRCP 16.2. Within ten (10) days of this hearing (*i.e.*, on or before  
21 September 17, 2021), Olena shall execute and return the HIPAA release  
22 previously requested by Enrique, which is attached to Enrique's Exhibit  
23 Appendix, filed August 5, 2021, as bates-stamped document ES0003. The  
24 execution of the HIPAA release is necessary and appropriate, as there may be  
25

1 admissions or data in the materials sought from Olena's OB/GYN that may be  
2 relevant to the child's paternity, and Enrique is entitled to that discovery.

3 **IT IS FURTHER ORDERED** that if Olena does not execute and return  
4 the above-referenced HIPAA release within ten (10) days of this hearing, an order  
5 shall issue directing Olena's OB/GYN to immediately produce the requested  
6 records directly to Enrique's counsel.

7  
8 **IT IS FURTHER ORDERED** that Olena, through her counsel, shall  
9 immediately produce a copy of the subject minor child's birth certificate to  
10 Enrique's counsel, and shall further provide a letter or email disclosure of the  
11 child's full name, date of birth, and place of birth.

12 **IT IS FURTHER ORDERED** that Olena's "*Countermotion for Plaintiff to*  
13 *be Ordered to File a Financial Disclosure Form Within Seven (7) Days of*  
14 *Hearing; for Child Support Pending Results of Genetic Testing and for*  
15 *Reimbursement of Medical Expenses Related to Child-Birth* is DENIED without  
16 prejudice, until such time as the paternity of the subject minor child is fully and  
17 finally adjudicated.

18  
19 **IT IS FURTHER ORDERED** that Enrique's "*Countermotion to Bifurcate*  
20 *and Enter Interlocutory Decree of Divorce (All Divorce Terms Resolved Pursuant*  
21 *to Parties' Pleadings), and to Reserve Jurisdiction to Adjudicate Paternity*  
22 *Claims*" is GRANTED. An interlocutory Decree of Divorce shall be entered that  
23 terminates the parties' marriage consistent with the admitted allegations in the  
24 parties' pleadings, and the specific terms thereof. The Decree of Divorce shall  
25




1 reflect that the Court shall retain jurisdiction to adjudicate the subject minor  
2 child's paternity. Enrique's counsel shall immediately prepare and submit the  
3 interlocutory Decree of Divorce to Olena's counsel for review and approval.

4 **IT IS FURTHER ORDERED** that Enrique's "*Motion to Appoint*  
5 *Guardian Ad Litem for Minor Child*" is deferred pending a final adjudication of  
6 paternity.

7  
8 **IT IS FURTHER ORDERED** that Olena's "*Motion for Enrique to Pay*  
9 *Costs of Genetic Testing/Attorney Fees Related Solely to the Paternity Action*" is  
10 deferred pending a final adjudication of paternity.

11 **IT IS FURTHER ORDERED** that a status check is set in this action on  
12 Tuesday, October 12, 2021, at 3:30 p.m., for the purpose of assessing Olena's  
13 good faith efforts and progress in arranging for travel to the United States for the  
14 specimen collection and the testing for genetic identification ordered herein.  
15

16 Dated this 23rd day of September, 2021

17   
18

19 Submitted by:  
20 PECOS LAW GROUP

65B 9B1 ADE7 3B7A  
Dawn R. Throne  
District Court Judge

21 

22 **Paul A. Lemcke, Esq.**  
23 Nevada Bar No. 003466  
24 8925 South Pecos Rd. Suite 14A  
Henderson, Nevada 89074

25 Attorney for Plaintiff

26 *Schaerer v. Karpenko (D-21-628088-D)*

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Enrique Schaerer, Plaintiff

CASE NO: D-21-628088-D

7 vs.

DEPT. NO. Department U

8 Olena Karpenko, 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 eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/23/2021

15 admin email email@pecoslawgroup.com

16 Allan Brown allan@pecoslawgroup.com

17 Paul Lemcke paul@pecoslawgroup.com

18 Eservice Email Eservice@robbinsandonellolaw.com  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

OK000097

**EXHIBIT “13”**

**EXHIBIT “13”**

**EXHIBIT “13”**

1 **DECD**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4  
5 **Enrique Schaerer,**

6 Plaintiff,

7  
8 vs.

9 **Olena Karpenko,**

10 Defendant.

Case No. **D-21-628088-D**

Dept. No. **U**

Date of Hearing: N/A

Time of Hearing: N/A

11  
12  
13 **INTERLOCUTORY DECREE OF DIVORCE**

14 The above-entitled matter having been submitted to the Court for the entry  
15 of an Interlocutory Decree of Divorce, Plaintiff **Enrique Schaerer** (hereinafter  
16 referred to as “Enrique”), having filed his *Complaint for Divorce* and being  
17 represented by Paul A. Lemcke, Esq., of PECOS LAW GROUP, and Defendant  
18 **Olena Karpenko** (hereinafter referred to as “Olena”), having filed her *Amended*  
19 *Answer to Complaint* and being represented by Jason Onello, Esq., of ROBBINS &  
20 ONELLO, LLP; that by virtue of the sworn allegations and admissions in the  
21 parties’ respective pleadings, the parties have substantively consented to the entry  
22 of this Interlocutory Decree, and the Court being fully advised in the premises,  
23 and good cause appearing therefore:  
24  
25  
26

1           **THE COURT FINDS** that Enrique has been a bona fide and actual resident  
2 and domiciliary of the State of Nevada, County of Clark, for more than six (6)  
3 weeks immediately preceding the commencement of his action and has been  
4 actually and corporeally present in said State and County for more than six (6)  
5 weeks prior to the commencement of this action.  
6

7           **THE COURT FURTHER FINDS** that that the parties were married on the  
8 26<sup>th</sup> day of December 2020, in Las Vegas, Nevada, and ever since said date have  
9 been and now are husband and wife.  
10

11           **THE COURT FURTHER FINDS** that prior to their marriage, on  
12 December 21, 2020, the parties entered into a Premarital Agreement. Both were  
13 represented by independent counsel in the negotiation and finalization of the  
14 Premarital Agreement.

15           **THE COURT FURTHER FINDS** that Olena's *Amended Answer to*  
16 *Complaint*, filed July 20, 2021, admits the following material facts:

- 17           • The parties' Premarital Agreement is valid, binding, and legally  
18 enforceable.  
19
- 20           • The terms and conditions of the Premarital Agreement should be  
21 acknowledged, approved, and enforced by the Court in this divorce  
22 action.
- 23           • Enrique and Olena have not accumulated, nor do they own, any  
24 community property or joint property whatsoever.  
25  
26

- Enrique and Olena have not accumulated, nor do they own, any community or joint debts whatsoever.
- Enrique and Olena each have certain separate property and debts (as defined by the Premarital Agreement), and that separate property and debt should be confirmed to each of the parties consistent with the Premarital Agreement.
- Enrique and Olena entered into a mutual waiver of spousal support, alimony, preliminary allowances, and attorney's fees, as specified in paragraphs 16.2 and 16.3 of the Premarital Agreement.
- Neither Enrique or Olena should pay spousal support or alimony to the other party.
- Enrique and Olena should bear their respective attorney's fees and costs of suit in finalizing this divorce in accordance with the Premarital Agreement.
- Enrique and Olena are permanently incompatible in marriage.

**THE COURT FURTHER FINDS**, accordingly, that the parties' Premarital Agreement is valid, binding, and legally enforceable. A copy of the Premarital Agreement has been lodged confidentially with the Court as an exhibit.

**THE COURT FURTHER FINDS** that on August 5, 2021, Enrique filed, *inter alia*, his "*Motion to Bifurcate and Enter Interlocutory Decree of Divorce (All Divorce Terms Resolved Pursuant to the Parties' Pleadings), and to Reserve Jurisdiction to Adjudicate Paternity Claims*" (hereafter the "Motion to Enter Interlocutory Decree of Divorce"). Olena opposed the Motion to Enter

1 Interlocutory Decree of Divorce on September 3, 2021. The motion was heard on  
2 September 7, 2021.

3       **THE COURT FURTHER FINDS** that on September 23, 2021, the Court  
4 entered its Order After Motion Hearing granting Enrique's Motion to Enter  
5 Interlocutory Decree of Divorce.  
6

7       **THE COURT FURTHER FINDS** that the parties' respective pleadings in  
8 this case, sworn under penalty of perjury, resolve all issues of property, debt,  
9 spousal support/alimony, and attorneys' fees and costs that would otherwise be at  
10 issue in this divorce. The substantive terms of the parties' divorce are therefore  
11 not in dispute. The only remaining unresolved issue in this action is Enrique's  
12 claim for the adjudication of the existence or non-existence of the father and child  
13 relationship related to Olena's as-yet-unverified representation through counsel  
14 that a child had been born, that the child is a boy, and that she is the child's natural  
15 mother.  
16

17       **THE COURT FURTHER FINDS** that evidence has not as yet been  
18 produced or admitted in this action that a live child has actually been born to  
19 Olena as required by NRS 126.071(2).  
20

21       **THE COURT FURTHER FINDS** that Enrique's actual paternity of  
22 Olena's minor child would be legally foundational to any putative claim for child  
23 support.  
24

25 . . .  
26

1           **THE COURT FURTHER FINDS** – based on Olena’s representation  
2 through her counsel that a child has in fact been born to her – that it has personal  
3 and subject matter jurisdiction over Enrique’s joined claim for the adjudication of  
4 the existence or non-existence of the father and child relationship pursuant to NRS  
5 126.091(2), as the child was conceived in Nevada during Olena’s time of  
6 residence in Nevada.  
7

8           **THE COURT FURTHER FINDS** that this Interlocutory Decree of  
9 Divorce shall terminate the parties’ marriage consistent with the admitted  
10 allegations in the parties’ pleadings, and the specific terms thereof.  
11

12           **THE COURT FURTHER FINDS** that it has jurisdiction in the premises,  
13 both as to the subject matter thereof as well as the parties thereto; that no children  
14 were adopted during their marriage, and that Olena is currently not pregnant; that  
15 Enrique is domiciled in, and is an actual resident and domiciliary of the County of  
16 Clark, State of Nevada; that Enrique has in fact resided therein for more than six  
17 (6) weeks preceding the commencement of this action, and intends to remain  
18 indefinitely; therefore, Enrique is entitled to an Interlocutory Decree of Divorce in  
19 accordance with the grounds set forth within the *Complaint for Divorce* on file  
20 herein.  
21

22           **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND**  
23 **DECREED** that the bonds of matrimony heretofore and now existing between  
24 Husband, ENRIQUE SCHAEERER, and Wife, OLENA KARPENKO, be, and the  
25 same are hereby wholly dissolved, and an Interlocutory Decree of Divorce is  
26



1 hereby granted to Enrique, and each of the parties hereto is hereby restored to the  
2 status of a single, unmarried person, and that at all times hereafter, it shall be  
3 lawful for each party to live separate and apart from the other free from the marital  
4 control, interference, restraint, and authority of the other whatsoever, either  
5 directly or indirectly as if each party were single and unmarried.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the  
7 pending issue of paternity shall be bifurcated from the different and distinct claims  
8 in the divorce itself. The Court expressly retains jurisdiction to adjudicate the  
9 subject minor child's paternity, pending further proceedings as ordered by the  
10 Court in its Order After Motion Hearing, entered September 23, 2021.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** if (and in  
12 the event) Enrique is adjudicated as the subject minor child's natural father, the  
13 Court shall retain jurisdiction over any putative child support claims that may be  
14 subsequently asserted.

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that  
16 Enrique and Olena have not accumulated, nor do they own, any community  
17 property or joint property whatsoever.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that  
19 Enrique and Olena have not accumulated, nor do they owe, any community or  
20 joint debts whatsoever. Any and all debts now owed by Enrique are Enrique's  
21 sole and separate obligations. Any and all debts now owed by Olena are Olena's  
22 sole and separate obligations.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** Enrique and Olena each have certain separate property. Any and all property now titled to Enrique is Enrique's sole and separate property. Any and all property now titled to Olena is Olena's sole and separate property.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that by their express agreement, Enrique and Olena each mutually waive, release, and relinquish any right to spousal support or alimony in this divorce action.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that by their express agreement, Enrique and Olena each mutually waive, release, and relinquish any right to attorney's fees in this divorce action.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Enrique and Olena should bear their respective attorney's fees and costs of suit in finalizing this divorce.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Olena shall retain the use of her surname “*Karpenko*” on the finalization of this divorce.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party shall submit the information required in NRS 125.130 on a separate form to the Court. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record.

**Dated this 30th day of September, 2021**

4FB 66B E692 5D03  
Dawn R. Throne  
District Court Judge OK000104

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Enrique Schaerer, Plaintiff

CASE NO: D-21-628088-D

7 vs.

DEPT. NO. Department U

8 Olena Karpenko, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 9/30/2021

15 Marshal Willick

marshal@willicklawgroup.com

16 Reception Reception

email@willicklawgroup.com

17 Victoria Javiel

victoria@willicklawgroup.com

18 admin email

email@pecoslawgroup.com

19 Allan Brown

allan@pecoslawgroup.com

20 Paul Lemcke

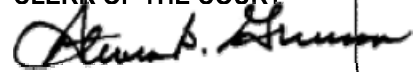
paul@pecoslawgroup.com

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OK000105

**EXHIBIT “14”**

**EXHIBIT “14”**

**EXHIBIT “14”**



1 **NED**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 **PECOS LAW GROUP**

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

9 Email: [Paul@pecoslawgroup.com](mailto:Paul@pecoslawgroup.com)

10 Attorney for Plaintiff

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **Enrique Schaerer,**

14 Plaintiff,

15 vs.

16 **Olena Karpenko,**

17 Defendant.

Case No. **D-21-628088-D**

Dept No. **U**

Date of Hearing: n/a

Time of Hearing: n/a

18 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

19 TO: Olena Karpenko, Defendant; and

20 TO: Marshal Willick, Esq., attorney for Defendant.

21 YOU WILL PLEASE TAKE NOTICE that INTERLOCUTORY DECREE OF  
22 DIVORCE was entered in the above-captioned case on the 30<sup>th</sup> day of September

23 ///

24 ///

25 ///

1 2021, by filing with the clerk. A true and correct copy of said DECREE is attached  
2 hereto and made a part hereof.

3 DATED this 15 day of October, 2021.

4  
5 PECOS LAW GROUP

6 

7 **Paul A. Lemcke, Esq.**

8 Nevada Bar No. 003466

9 8925 South Pecos Road, Suite 14A

10 Henderson, Nevada 89074

11 Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that on this 16<sup>th</sup> day of October  
3 2021, the **Notice of Entry of Decree**, in the above-captioned case was served as  
4 follows:

- 5 [X] pursuant to NEFCR 9, by mandatory electronic service through the  
6 Eighth Judicial District Court's electronic filing system;
- 7 [ ] pursuant to NRCP 5, by placing the same to be deposited for mailing  
8 in the United States Mail, in a sealed envelope upon which first class  
9 postage was prepaid in Las Vegas, Nevada;
- 10 [ ] pursuant to EDCR 7.26 to be sent via facsimile and/or email, by duly  
11 executed consent for service by electronic means;
- 12 [ ] by hand-delivery with signed Receipt of Copy.

13 To individual(s) listed below at the address:

14 Marshal Willick, Esq. marshal@willicklawgroup.com  
15 Reception email@willicklawgroup.com  
16 Victoria Javiel victoria@willicklawgroup.com

17 

18 **Allan Brown,**  
19 An employee of PECOS LAW GROUP

1 **DECD**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4  
5 **Enrique Schaerer,**

6  
7 Plaintiff,

8 vs.

9 **Olena Karpenko,**

10 Defendant.

Case No. **D-21-628088-D**

Dept. No. **U**

Date of Hearing: N/A

Time of Hearing: N/A

11  
12  
13 **INTERLOCUTORY DECREE OF DIVORCE**

14 The above-entitled matter having been submitted to the Court for the entry  
15 of an Interlocutory Decree of Divorce, Plaintiff **Enrique Schaerer** (hereinafter  
16 referred to as "Enrique"), having filed his *Complaint for Divorce* and being  
17 represented by Paul A. Lemcke, Esq., of PECOS LAW GROUP, and Defendant  
18 **Olena Karpenko** (hereinafter referred to as "Olena"), having filed her *Amended*  
19 *Answer to Complaint* and being represented by Jason Onello, Esq., of ROBBINS &  
20 ONELLO, LLP; that by virtue of the sworn allegations and admissions in the  
21 parties' respective pleadings, the parties have substantively consented to the entry  
22 of this Interlocutory Decree, and the Court being fully advised in the premises,  
23 and good cause appearing therefore:  
24  
25  
26



1       **THE COURT FINDS** that Enrique has been a bona fide and actual resident  
2 and domiciliary of the State of Nevada, County of Clark, for more than six (6)  
3 weeks immediately preceding the commencement of his action and has been  
4 actually and corporeally present in said State and County for more than six (6)  
5 weeks prior to the commencement of this action.  
6

7       **THE COURT FURTHER FINDS** that that the parties were married on the  
8 26<sup>th</sup> day of December 2020, in Las Vegas, Nevada, and ever since said date have  
9 been and now are husband and wife.  
10

11       **THE COURT FURTHER FINDS** that prior to their marriage, on  
12 December 21, 2020, the parties entered into a Premarital Agreement. Both were  
13 represented by independent counsel in the negotiation and finalization of the  
14 Premarital Agreement.  
15

16       **THE COURT FURTHER FINDS** that Olena's *Amended Answer to*  
17 *Complaint*, filed July 20, 2021, admits the following material facts:

- 18       • The parties' Premarital Agreement is valid, binding, and legally  
19 enforceable.
- 20       • The terms and conditions of the Premarital Agreement should be  
21 acknowledged, approved, and enforced by the Court in this divorce  
22 action.
- 23       • Enrique and Olena have not accumulated, nor do they own, any  
24 community property or joint property whatsoever.  
25  
26

- Enrique and Olena have not accumulated, nor do they own, any community or joint debts whatsoever.
- Enrique and Olena each have certain separate property and debts (as defined by the Premarital Agreement), and that separate property and debt should be confirmed to each of the parties consistent with the Premarital Agreement.
- Enrique and Olena entered into a mutual waiver of spousal support, alimony, preliminary allowances, and attorney's fees, as specified in paragraphs 16.2 and 16.3 of the Premarital Agreement.
- Neither Enrique or Olena should pay spousal support or alimony to the other party.
- Enrique and Olena should bear their respective attorney's fees and costs of suit in finalizing this divorce in accordance with the Premarital Agreement.
- Enrique and Olena are permanently incompatible in marriage.

**THE COURT FURTHER FINDS**, accordingly, that the parties' Premarital Agreement is valid, binding, and legally enforceable. A copy of the Premarital Agreement has been lodged confidentially with the Court as an exhibit.

**THE COURT FURTHER FINDS** that on August 5, 2021, Enrique filed, *inter alia*, his "Motion to Bifurcate and Enter Interlocutory Decree of Divorce (All Divorce Terms Resolved Pursuant to the Parties' Pleadings), and to Reserve Jurisdiction to Adjudicate Paternity Claims" (hereafter the "Motion to Enter Interlocutory Decree of Divorce"). Olena opposed the Motion to Enter

1 Interlocutory Decree of Divorce on September 3, 2021. The motion was heard on  
2 September 7, 2021.

3       **THE COURT FURTHER FINDS** that on September 23, 2021, the Court  
4 entered its Order After Motion Hearing granting Enrique's Motion to Enter  
5 Interlocutory Decree of Divorce.  
6

7       **THE COURT FURTHER FINDS** that the parties' respective pleadings in  
8 this case, sworn under penalty of perjury, resolve all issues of property, debt,  
9 spousal support/alimony, and attorneys' fees and costs that would otherwise be at  
10 issue in this divorce. The substantive terms of the parties' divorce are therefore  
11 not in dispute. The only remaining unresolved issue in this action is Enrique's  
12 claim for the adjudication of the existence or non-existence of the father and child  
13 relationship related to Olena's as-yet-unverified representation through counsel  
14 that a child had been born, that the child is a boy, and that she is the child's natural  
15 mother.  
16

17       **THE COURT FURTHER FINDS** that evidence has not as yet been  
18 produced or admitted in this action that a live child has actually been born to  
19 Olena as required by NRS 126.071(2).  
20

21       **THE COURT FURTHER FINDS** that Enrique's actual paternity of  
22 Olena's minor child would be legally foundational to any putative claim for child  
23 support.  
24

25 . . .  
26

1       **THE COURT FURTHER FINDS** – based on Olena’s representation  
2 through her counsel that a child has in fact been born to her – that it has personal  
3 and subject matter jurisdiction over Enrique’s joined claim for the adjudication of  
4 the existence or non-existence of the father and child relationship pursuant to NRS  
5 126.091(2), as the child was conceived in Nevada during Olena’s time of  
6 residence in Nevada.  
7

8       **THE COURT FURTHER FINDS** that this Interlocutory Decree of  
9 Divorce shall terminate the parties’ marriage consistent with the admitted  
10 allegations in the parties’ pleadings, and the specific terms thereof.  
11

12       **THE COURT FURTHER FINDS** that it has jurisdiction in the premises,  
13 both as to the subject matter thereof as well as the parties thereto; that no children  
14 were adopted during their marriage, and that Olena is currently not pregnant; that  
15 Enrique is domiciled in, and is an actual resident and domiciliary of the County of  
16 Clark, State of Nevada; that Enrique has in fact resided therein for more than six  
17 (6) weeks preceding the commencement of this action, and intends to remain  
18 indefinitely; therefore, Enrique is entitled to an Interlocutory Decree of Divorce in  
19 accordance with the grounds set forth within the *Complaint for Divorce* on file  
20 herein.  
21

22       **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND**  
23 **DECREED** that the bonds of matrimony heretofore and now existing between  
24 Husband, ENRIQUE SCHAEERER, and Wife, OLENA KARPENKO, be, and the  
25 same are hereby wholly dissolved, and an Interlocutory Decree of Divorce is  
26

1 hereby granted to Enrique, and each of the parties hereto is hereby restored to the  
2 status of a single, unmarried person, and that at all times hereafter, it shall be  
3 lawful for each party to live separate and apart from the other free from the marital  
4 control, interference, restraint, and authority of the other whatsoever, either  
5 directly or indirectly as if each party were single and unmarried.  
6

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the  
8 pending issue of paternity shall be bifurcated from the different and distinct claims  
9 in the divorce itself. The Court expressly retains jurisdiction to adjudicate the  
10 subject minor child's paternity, pending further proceedings as ordered by the  
11 Court in its Order After Motion Hearing, entered September 23, 2021.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** if (and in  
13 the event) Enrique is adjudicated as the subject minor child's natural father, the  
14 Court shall retain jurisdiction over any putative child support claims that may be  
15 subsequently asserted.  
16

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that  
18 Enrique and Olena have not accumulated, nor do they own, any community  
19 property or joint property whatsoever.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that  
21 Enrique and Olena have not accumulated, nor do they owe, any community or  
22 joint debts whatsoever. Any and all debts now owed by Enrique are Enrique's  
23 sole and separate obligations. Any and all debts now owed by Olena are Olena's  
24 sole and separate obligations.  
25  
26

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** Enrique and Olena each have certain separate property. Any and all property now titled to Enrique is Enrique's sole and separate property. Any and all property now titled to Olena is Olena's sole and separate property.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that by their express agreement, Enrique and Olena each mutually waive, release, and relinquish any right to spousal support or alimony in this divorce action.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that by their express agreement, Enrique and Olena each mutually waive, release, and relinquish any right to attorney's fees in this divorce action.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Enrique and Olena should bear their respective attorney's fees and costs of suit in finalizing this divorce.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Olena shall retain the use of her surname "*Karpenko*" on the finalization of this divorce.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party shall submit the information required in NRS 125.130 on a separate form to the Court. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record.

**Dated this 30th day of September, 2021**



**4FB 66B E692 5D03**  
**Dawn R. Throne**  
**District Court Judge**

1 CSERV

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Enrique Schaerer, Plaintiff

CASE NO: D-21-628088-D

7 vs.

DEPT. NO. Department U

8 Olena Karpenko, Defendant.

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 9/30/2021

15 Marshal Willick

marshal@willicklawgroup.com

16 Reception Reception

email@willicklawgroup.com

17 Victoria Javiel

victoria@willicklawgroup.com

18 admin email

email@pecoslawgroup.com

19 Allan Brown

allan@pecoslawgroup.com

20 Paul Lemcke

paul@pecoslawgroup.com

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OK000116