

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Oct 21 2021 01:35 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Lisa M. Eorio,

Appellant,

vs.

Joel E. Eorio,

Respondent.

Supreme Ct Case No. **83132**

District Ct Case No. **D-20-608267-D**

JOINT APPENDIX

VOLUME II

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<i>Complaint for Divorce</i>	06/01/2020	I/ JA000001- JA000008
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<i>General Financial Disclosure Form – Joel</i>	06/25/2020	I/ JA000023- JA000034
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<i>Transcript Re: Non-Jury Trial – April 1, 2021</i>	08/19/2021	III/ JA000440- JA000668

a Employee's social security number [REDACTED]		Safe, accurate, FAST! Use		Visit the IRS website at www.irs.gov/efile	
b Employer identification number (EIN) 85-0456283		1 Wages, tips, other compensation 2438.10		2 Federal income tax withheld 53.52	
c Employer's name, address, and ZIP code King Enterprises, Inc. dba Basin Tint & Sound 315 North White Sands Alamogordo, New Mexico 88310		3 Social security wages 2438.10		4 Social security tax withheld 151.17	
		5 Medicare wages and tips 2438.10		6 Medicare tax withheld 35.37	
		7 Social security tips		8 Allocated tips	
		9 [REDACTED]		10 Dependent care benefits	
d Control number		11 Nonqualified plans		12a See instructions for box 12	
e Employee's first name and initial Last name JOEL EORIO 624 EAGLE DR ALAMOGORDO, NM 88310		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
f Employee's address and ZIP code		15 State Employer's state ID number NM 20-6633-1		16 State wages, tips, etc. 2438.10	
		17 State income tax 9.60		18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

Form **W-2** Wage and Tax Statement

2019

Department of the Treasury—Internal Revenue Service

Copy B—To Be Filed With Employee's FEDERAL Tax Return.
This information is being furnished to the Internal Revenue Service.

JA000323

a Employee's soc. sec. no. [REDACTED]		b Employer identification number 27-2668245		Copy B To Be Filed With Employee's Federal Tax Return		OMB No. 1545-0008	
c Employer's name, address, and ZIP code 3330 ALAMOGORDO INC 1413 WHITE SANDS BLVD. ALAMOGORDO NM 88310				1 Wages, tips, other compensation 10200.00		2 Federal income tax withheld 611.58	
				3 Social security wages 10200.00		4 Social security tax withheld 632.40	
				5 Medicare wages and tips 10200.00		6 Medicare tax withheld 147.90	
				7 Social security tips		8 Allocated tips	
d Control number 44				10 Dependent care benefits		11 Nonqualified plans	
e Employee's name, address and ZIP code JOEL EORIO 6065 ENCHANTED PEAK AVE LAS VEGAS NV 89110				12b Code		12c Code	
				12a Code See inst. for box 12		12d Code	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
15 State Employer's state ID number NM 03-200941-000		16 State wages, tips, etc. 10200.00		17 State income tax 176.09		18 Local wages, tips, etc.	
				19 Local income tax		20 Locality name	

Form **W-2 Wage and Tax Statement 2019**
This information is being furnished to the Internal Revenue Service.

DAA

Department of the Treasury - Internal Revenue Service

a Employee's soc. sec. no. [REDACTED]		b Employer identification number 27-2668245		Copy 2 To Be Filed With Employee's State, City, or Local Tax Return		OMB No. 1545-0008	
c Employer's name, address, and ZIP code 3330 ALAMOGORDO INC 1413 WHITE SANDS BLVD. ALAMOGORDO NM 88310				1 Wages, tips, other compensation 10200.00		2 Federal income tax withheld 611.58	
				3 Social security wages 10200.00		4 Social security tax withheld 632.40	
				5 Medicare wages and tips 10200.00		6 Medicare tax withheld 147.90	
				7 Social security tips		8 Allocated tips	
d Control number 44				10 Dependent care benefits		11 Nonqualified plans	
e Employee's name, address and ZIP code JOEL EORIO 6065 ENCHANTED PEAK AVE LAS VEGAS NV 89110				12b Code		12c Code	
				12a Code See inst. for box 12		12d Code	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
15 State Employer's state ID number NM 03-200941-000		16 State wages, tips, etc. 10200.00		17 State income tax 176.09		18 Local wages, tips, etc.	
				19 Local income tax		20 Locality name	

Form **W-2 Wage and Tax Statement 2019**

DAA

Department of the Treasury - Internal Revenue Service

JA000324

a Employee's soc. sec. no. [REDACTED]		b Employer identification number 27-2668245		Copy B To Be Filed With Employee's Federal Tax Return		OMB No. 1545-0008	
c Employer's name, address, and ZIP code 3330 ALAMOGORDO INC 1413 WHITE SANDS BLVD. ALAMOGORDO NM 88310				1 Wages, tips, other compensation 13076.91		2 Federal income tax withheld 953.38	
				3 Social security wages 13076.91		4 Social security tax withheld 810.77	
				5 Medicare wages and tips 13076.91		6 Medicare tax withheld 189.62	
d Control number 45				7 Social security tips		8 Allocated tips	
				9 Verification code			
e Employee's name, address and ZIP code LISA M EORIO 6065 ENCHANTED PEAK AVE LAS VEGAS NV 89110				10 Dependent care benefits		11 Nonqualified plans	
				12b Code		12c Code	
				12d Code		12a Code See inst. for box 12	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
15 State Employer's state ID number NM 03-200941-000		16 State wages, tips, etc. 13076.91		17 State income tax 309.14		18 Local wages, tips, etc.	
				19 Local income tax		20 Locality name	

Form **W-2 Wage and Tax Statement 2019**
This information is being furnished to the Internal Revenue Service.

DAA

Department of the Treasury - Internal Revenue Service

a Employee's soc. sec. no. [REDACTED]		b Employer identification number 27-2668245		Copy 2 To Be Filed With Employee's State, City, or Local Tax Return		OMB No. 1545-0008	
c Employer's name, address, and ZIP code 3330 ALAMOGORDO INC 1413 WHITE SANDS BLVD. ALAMOGORDO NM 88310				1 Wages, tips, other compensation 13076.91		2 Federal income tax withheld 953.38	
				3 Social security wages 13076.91		4 Social security tax withheld 810.77	
				5 Medicare wages and tips 13076.91		6 Medicare tax withheld 189.62	
d Control number 45				7 Social security tips		8 Allocated tips	
				9 Verification code			
e Employee's name, address and ZIP code LISA M EORIO 6065 ENCHANTED PEAK AVE LAS VEGAS NV 89110				10 Dependent care benefits		11 Nonqualified plans	
				12b Code		12c Code	
				12d Code		12a Code See inst. for box 12	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
15 State Employer's state ID number NM 03-200941-000		16 State wages, tips, etc. 13076.91		17 State income tax 309.14		18 Local wages, tips, etc.	
				19 Local income tax		20 Locality name	

Form **W-2 Wage and Tax Statement 2019**

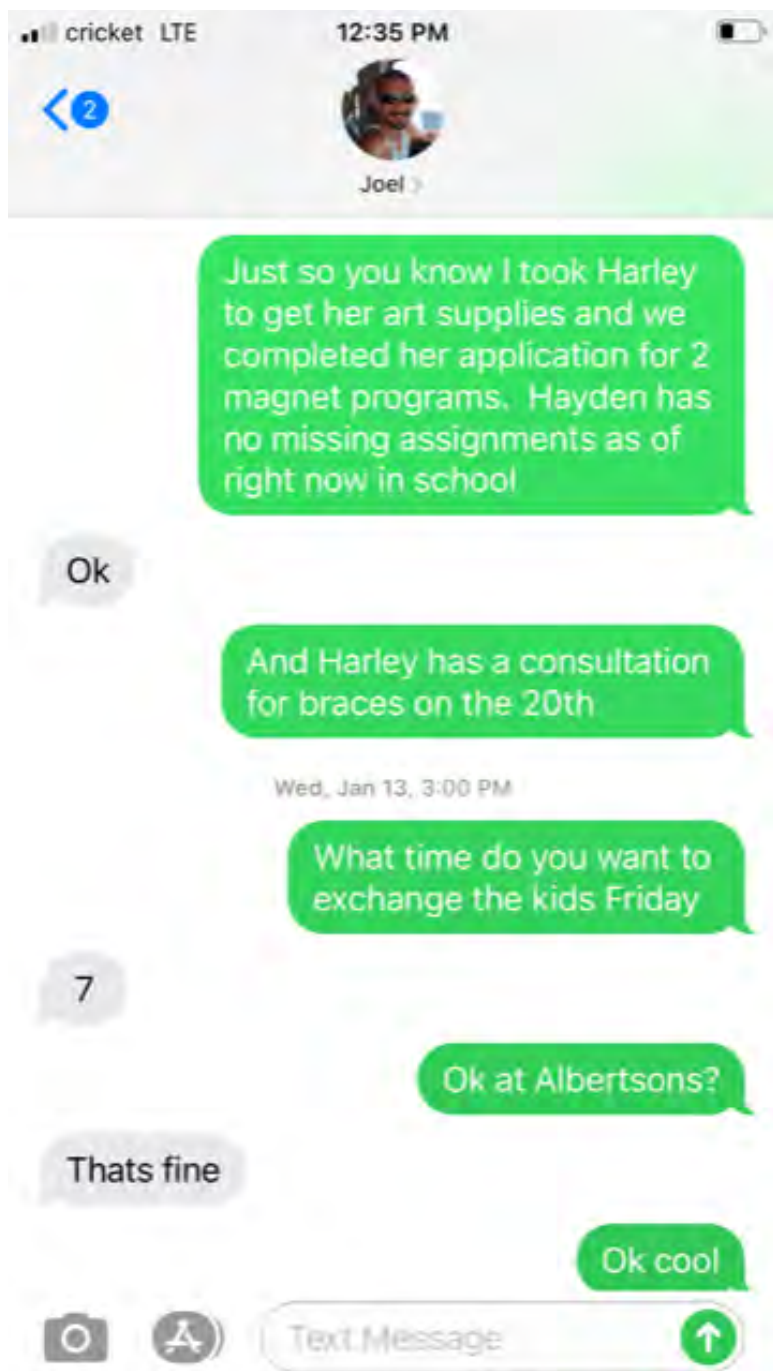
DAA

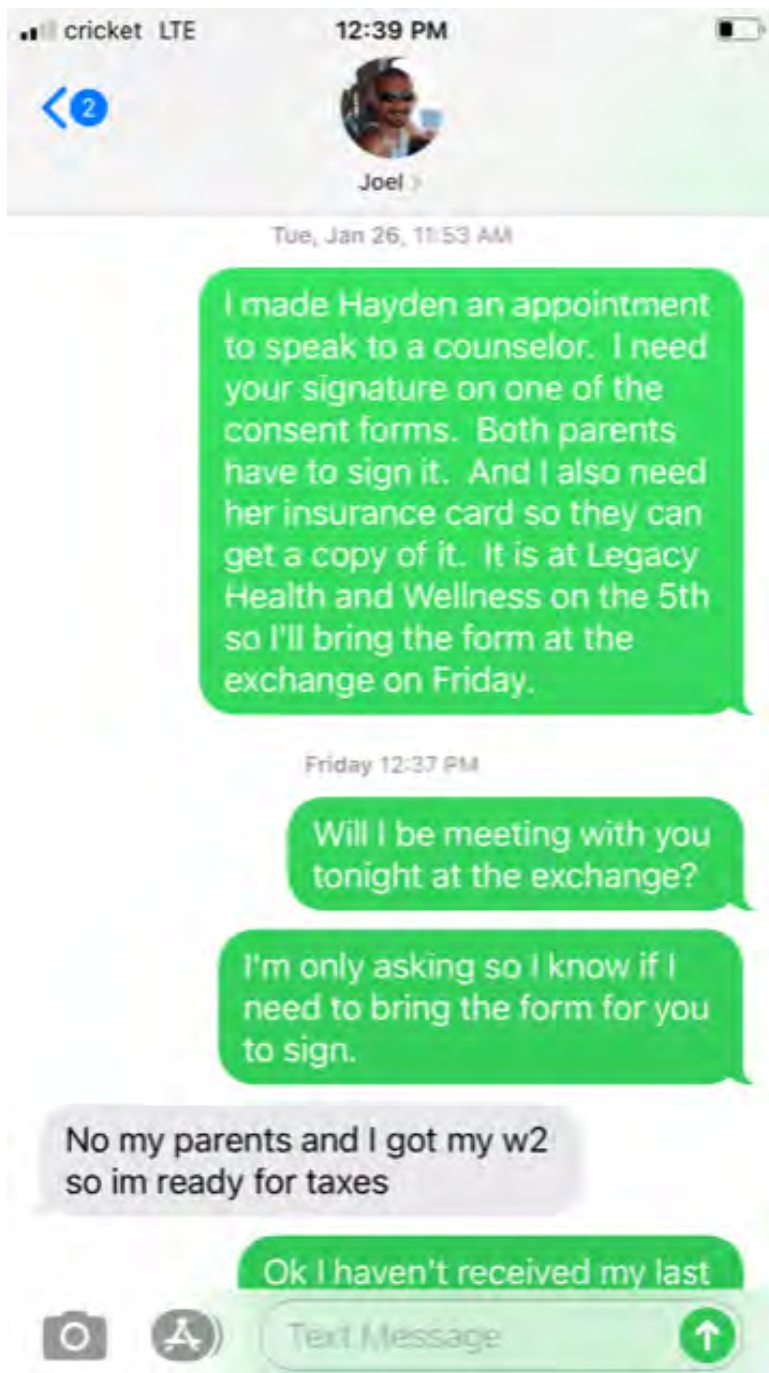
Department of the Treasury - Internal Revenue Service

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E. Texts and Intake Forms for Hayden’s Counseling.







From: Shannon Robinson <srobinson@legacynv.com>
Date: January 26, 2021 at 11:57:13 AM PST
To: lisaorio1@gmail.com
Subject: Legacy Health & Wellness - Hayden Eorio

Good morning Lisa,

Here is the intake paperwork. The minor informed consent form needs to be signed by you and Hayden's father. If you have any questions, please give our office a call at 702-942-1774.

Thank you,

Shannon Robinson
Legacy Health & Wellness
Administrative Assistant for Clinical Services
2921 N. Tenaya Way
Las Vegas, NV 89128
P. 702-942-1774
F. 702-942-1773
srobinson@Legacynv.com



Legacy Health and Wellness

2921 N. Tenaya Way
Las Vegas, NV 89128
Ph 702-942-1774 Fax 702-942-1773

Client Information

Last Name _____ First _____ Middle _____
DOB ____ / ____ / ____ Age _____ Gender: _____
Social Security Number _____ - _____ - _____
Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed Race: _____
Mailing Address _____ City _____
State ____ Zip Code _____ Home Phone _____
Mobile Phone _____ Preferred Contact Method: ☐ Home Phone ☐ Mobile Phone
Email _____
Employer _____ Occupation _____
Work Address _____ City _____ State ____ Zip Code _____

Parent/Guardian Information

If Patient is a Minor (under the age of 18), please complete the following

Parent/Guardian Name _____ DOB ____ / ____ / ____
Parent/Guardian Relationship to Patient: _____ Gender: _____
Mailing Address _____ City _____
State ____ Zip Code _____ Home Phone _____ Mobile Phone _____
Work Phone _____
Employer _____ Occupation _____

Emergency Contact(s)

Name _____ Relationship to Patient _____
Home Phone _____ Mobile Phone _____ Work Phone _____
Name _____ Relationship to Patient _____
Home Phone _____ Mobile Phone _____ Work Phone _____

Date of Service _____ Clinician _____



Legacy Health and Wellness

2921 N. Tenaya Way
Las Vegas, NV 89128
Ph 702-942-1774 Fax 702-942-1773

Insurance Information & Financial Responsibility Statement

All client-pay portions are estimates based on the information provided to Legacy Health and Wellness by the client and his or her insurance carrier. The client/guarantor must understand that having an insurance benefit does not guarantee payment. The insurance carrier makes the final decision as to whether payment will be made after it receives and reviews the claim. When a client is treated at Legacy Health and Wellness, Legacy Health and Wellness' staff contacts the client's third-party payor to check insurance and as a courtesy, will bill the client's insurance carrier for applicable services.

The client/ guarantor is responsible for all outstanding balances, should the insurance company fail to pay all or any part of the charges. Legacy Health and Wellness staff must be informed of all insurance coverage prior to the first visit. Any non-payment as a result of the client's /guarantor's failure to provide insurance information prior to the first visit is also the client's/guarantor's financial responsibility. It is the client's/guarantor's responsibility to ensure that all insurance premiums, dues, and COBRA payments are current throughout the client's treatment at Legacy Health and Wellness. Any payment denied by the insurance carrier for services provided is the financial responsibility of the client/guarantor.

The client's insurance coverage is a contract between the client and insurance carrier - not between Legacy Health and Wellness and the insurance carrier. As such, the client should be aware that their insurance policies often change. It is the client's sole responsibility to know his or her coverage. Any costs due to a change in the client's insurance policy is the sole responsibility of the client/guarantor.

The client understands that certain services may not be covered by insurance and will be the direct financial responsibility of the client/guarantor (court preparation, testimony, letters, forms completed outside of session, consultations on the client's behalf, court evaluations, etc.)

The client acknowledges that Legacy Health and Wellness will bill third party payors (and work toward treatment authorizations) on the client's behalf understanding that Legacy Health and Wellness will release certain information to the insurance company of record pertaining to the treatment, treatment plan, diagnosis, progress, prognosis, etc. in order to obtain authorizations and to bill for services rendered. The client authorizes third party payors to make payments for services directly to Legacy Health and Wellness.

Client Name: _____

Signature: _____ Date: _____
Client/Legal Guardian/Parent if client is a minor

Primary Insurance

Insurance Co Name _____
Ins. Phone# _____
Copay _____ Group ID # _____
Member ID # _____
Address _____
City _____ State _____ Zip _____

Policy Holder Information

Policy Holder Name _____
DOB ____ / ____ / ____ SS# _____
Relationship to Patient: ☒ Self ☐ Spouse ☐
Parent/Guardian ☐ Other: _____
Mailing Address _____
City _____ State _____ Zip _____
Home Phone _____
Mobile Phone _____
Employer _____

Secondary Insurance

Insurance Co Name _____
Ins. Phone# _____
Copay _____ Group ID # _____
Member ID # _____
Address _____
City _____ State _____ Zip _____

Policy Holder Information

Policy Holder Name _____
DOB ____ / ____ / ____ SS# _____
Relationship to Patient: ____ Self ____ Spouse ____
Parent/Guardian ____ Other: _____
Mailing Address _____
City _____ State _____ Zip _____
Home Phone _____
Mobile Phone _____
Employer _____

Client's Name: _____

By signing below, I, _____ acknowledge the information provided to Legacy Health & Wellness and its authorized representatives is true and correct, understand that I am financially responsible for all charges for all medical services rendered to the above named patient, and that I have read, understand and agree to all of the terms of this Financial Responsibility Statement.

Signature: _____ Date: _____
Client/Legal Guardian/Parent if client is a minor

Legacy Representative: (Please Print): _____

Legacy Representative Signature: _____ Date: _____



Legacy Health and Wellness

2921 N. Tenaya Way
Las Vegas, NV 89128
Ph 702-942-1774 Fax 702-942-1773

Client Rights

As recipients of services from Legacy Health and Wellness, you are entitled to the following rights:

- To receive services without regard to your race, color, religion, sex, age, marital status, national origin, veteran's status, or disability.
- To be treated with respect, consideration, and dignity.
- To receive prompt, appropriate treatment and services, in accordance with the laws and standards governing the health care industry.
- To inquire and learn about the professional skills and qualifications of those who will provide your services.
- To participate in the planning and periodic review of your individual treatment plan.
- To be informed about available treatment options and the effectiveness of any such options.
- To have your conversations and communications with your provider remain confidential, to the extent permitted by laws and professional standards.
- To receive a copy of your medical record, in accordance with our policies and procedures.
- To sign an informed consent if you desire to participate in any clinical services.
- To receive information about the methods available to file a complaint or grievance regarding our provision of services to you and know that you will not be retaliated against for filing any such grievance.
- To receive a copy of your rights at any time.

Client's Name: _____

By signing below, I, _____ acknowledge that Legacy Health and Wellness has provided me with the Bill of Rights written above and that I have reviewed and understand all of the terms therein.

Signature: _____ Date: _____
Client/Legal Guardian/Parent if client is a minor

Legacy Representative: (Please Print): _____

Legacy Representative Signature: _____ Date: _____

To file a formal grievance, contact:
Rande Paige, Director
Legacy Health & Wellness
2921 N Tenaya Way
Las Vegas, Nevada 89128
Office: 702-942-1774 Fax: 702-942-1773



Legacy Health and Wellness

2921 N. Tenaya Way
Las Vegas, NV 89128
Ph 702-942-1774 Fax 702-942-1773

Informed Consent

Name of Client: _____ Date of Birth: _____

Treatment Approach. Treatment services may consist of initial assessments, individual, couple, family and group therapy, recreational therapy, role play, drama, evaluation, art, play, other projective therapy, and milieu behavioral therapy. Issues identified for treatment may include grief and loss, anger management, adjustment disorders, self-esteem, family separation, reunification, depression, mood disorder, post-traumatic stress, anxiety, as well as others identified in the Treatment Plan.

Participation in Treatment. As a client of Legacy Health and Wellness, you have the right to be involved in the development of the Treatment Plan, which will identify specific goals, objectives and various therapeutic interventions to help resolve your/your child's progress. Keep in mind that progress occurs at different rates for different individuals and symptoms may initially increase when addressing painful issues. However, if at any time you are experiencing significant distress or are dissatisfied with your/your child's progress or the services you or your child are receiving, it is important to discuss this with your treatment provider. We also ask that you do not terminate treatment without a final meeting with your provider to ensure appropriate closure and to provide you with any necessary referrals.

Length of Treatment. Projected time to complete the treatment process is determined by the client's progress and assessed on an individual basis.

Progress Measures. Documented improvement toward goals identified in the initial Treatment Plan as well as the measurable objectives in the plan, will be used to measure progress.

Benefits. General Benefits which can reasonably be expected: Improved self-esteem, social skills, emotional well-being, and/or increased ability to express needs and wants from others.

Risks. Potential risks of treatment: Your/your child's behaviors may get worse before getting better. There may be discussions of topics that are emotionally difficult. There may be no improvement of behavioral or emotional issues and relationships with the family and/or a need for further treatment in another setting may be recommended.

Discharge. The discharge process will be developed between you and your therapist and if the client is a minor, the legal guardian for the child will also be involved in conjunction with the Legacy treatment team. The completed plan will include your agreement and signature.

Implications of Diagnosis. In order to receive treatment, a diagnostic evaluation will be conducted and an appropriate diagnosis assigned. This diagnosis and all tests, reports, and notes will become part of a clinical record.

Confidentiality. Privacy and confidentiality are both rights which are protected by state and federal laws. Therefore, all information disclosed in session will be kept strictly confidential unless you provide written authorization to release information. However, Legacy Health and Wellness is mandated by law to disclose confidential information to appropriate authorities under the following circumstances: 1) when there is reasonable suspicion of abuse or neglect of a dependent elder or minor child; 2) when a court order is issued for records; 3) when the client or another is in clear and immediate danger. If you or a child who is a minor threatens to harm self, someone else, or the property of others, your treatment provider is required to call the proper authorities and to take reasonable steps to warn the potential victim and prevent the threatened harm. In these cases, only the minimal amount of information necessary will be shared with the appropriate family members or authorities to ensure your or your child's safety and that of others. Additionally, when submitting claims to Medicaid or other insurance carriers, information such as presenting symptoms, diagnosis and treatment progress must be included in order to have services authorized.

Protected Health Information: In the course of treatment, information regarding your care may be created and/or received by us. Information which can be used to identify you and which relates to your past, present or future physical or mental condition, receipt of care or payment for care is considered protected information and is protected by federal and state law. Federal law imposes certain obligations and duties upon providers of services with respect to your protected information. Specifically, we are required to:

- Provide you with notice of our legal duties and policies regarding the use and disclosure of your protected information;
- Maintain the confidentiality of your protected information in accordance with state and federal law;
- Honor your requested restrictions regarding the use and disclosure of your protected information, unless under the law we are authorized to release your protected information without your authorization;
- Allow you to inspect and copy your protected information;
- Act on your request to amend protected information within thirty (30) days and notify you of any delay which would require us to extend the deadline by an additional thirty (30) day period;
- Accommodate reasonable requests to communicate protected information by alternative means or methods; and
- Abide by the terms of this notice.

Treatment Providers. The clinical staff at Legacy Health and Wellness is comprised of Licensed Marriage and Family Therapists, Licensed Clinical Social Workers, Licensed Clinical Professional Counselors, and Licensed Interns. All clinicians including interns, hold a Master's degree or higher and are currently licensed by their respective state boards. Additionally, Licensed Interns receive supervision through supervisors approved by the Nevada Board of Examiners. Legacy Health and Wellness maintains a Medical Director that offers crisis assessment for acute hospitalizations. The professional level of the provider assigned to you or your child is dependent upon the needs of the individual and family.

Right to Refuse. Unless under court order, as an adult client or as a legal guardian you have the authority and legal right to refuse treatment. The consequences of refusing the services outlined by this agency in the Treatment Plan will be explained verbally and in writing to you at the time of refusal and alternative interventions will be discussed with you. Refusal of services for treatment will be documented in the clinical record.

Fee for Service. Legacy Health and Wellness accepts Medicaid and non-Medicaid Insurances. Upon application for services, Legacy will check your eligibility for services. If eligible for Medicaid funded insurance, all fees for services will be paid by Medicaid and there will be no charges, deductibles or co-pays that you or your child will be required to pay. If you are covered by a non-Medicaid insurance, a co-pay may be required depending on your insurance benefits.

Appointments/Cancellations. Legacy Health and Wellness strives to provide you the best personalized care available and we are dedicated to help you meet your therapy goals. Appointments are mutually arranged between you and the treatment provider. For treatment to be most effective, attendance and participation should be regular and consistent. We realize that there are times when unforeseen circumstance makes it impossible to attend your scheduled appointment. If you are unable to keep your appointment, please contact the provider at least 24 hours in advance so we can reschedule your appointment and open that time slot for another client. You may leave a message at 702-942-1774, if you are calling after hours. Failure to show or call to cancel a scheduled appointment and/or cancelling or rescheduling multiple times will result in removal of any future appointments scheduled. You will either be put on your therapist's wait list or need to schedule future appointments weekly.

After Hours Emergency Contact Procedures. Legacy Health and Wellness has an afterhours answering system in order for clients to leave a message, which will be responded to the next business day. To leave a message, please call our office at 702-942-1774. However, in the event of an emergency, calls should be directed to the local emergency center by calling 911 or the community emergency resources that have been given to you.

Text Appointment Confirmations

By enrolling in text appointment confirmations, you are authorizing Legacy Health and Wellness to send text message appointment reminders to you on your provided cell phone number. You also agree that all individuals associated with your account may receive alerts referencing appointments. Text message charges from your cell phone carrier may apply. Data obtained from you in connection with the text message system may include, but not limited to, your name, address, cell phone number, future appointment dates and times. Legacy Health and Wellness is not liable for any delays that may be experienced during the transmission of any messages, as delivery is based on the speed and effectiveness of your wireless provider.

Text appointment reminders: Yes ☐ No ☐ Phone # to text: _____

Acknowledgement of Privacy Practices.

I have reviewed Legacy Health and Wellness Client Rights and Informed Consent and fully understand my rights. If I have any questions regarding these consent forms or about the services offered by Legacy Health and Wellness, I may discuss them with my therapist. I consent to participate in the evaluation and treatment offered to me by Legacy Health and Wellness. I understand that I may stop treatment at any time. I acknowledge that I have the right to access my health information and may request a summary of services received by completing a Health Record Request form. I am aware that I can

withdraw this consent at any time and that my consent is necessary for treatment services to be provided.

This document is to be signed by an adult having authority to consent to services provided to the client listed above (an adult Client, a legal guardian or the Parent of a minor).

This document provides the express written consent for the psychiatric, psychological and associated treatments that are offered by Legacy Health and Wellness.

This permission is given with the understanding that the goal of Legacy Health and Wellness is to facilitate improved functioning, healthy relationships and the development of effective coping mechanisms. Other specific goals will be fully described in the client's Treatment plan.

I, _____ acknowledge that the above information was explained to me during the intake process at Legacy Health and Wellness.

Client Name: _____

Signature: _____ Date: _____
Client/Legal Guardian/Parent if client is a minor

Legacy Representative: (Please Print): _____

Legacy Representative Signature: _____ Date: _____



Legacy Health and Wellness

2921 N. Tenaya Way
Las Vegas, NV 89128
Ph 702-942-1774 Fax 702-942-1773

Additional Information

Please list members of your household (everyone living in your home - related or not):

Name of Persons Living in the Home	Age:	Date of Birth:	Relationship to Client:

Siblings, parents or children who have moved out of the home or who are not living in the home:

Name of Person(s) Not in the Home:	Age:	Date of Birth:	Relationship to Client

Who referred you for services and/or why are you here for services? _____

When did the problem/s first start? _____

Does anyone you know receive services at this clinic? / Who? _____

If applicable, what is your relationship to this person? _____

Clinical History:

ALL previous mental health treatment: outpatient or inpatient, substance abuse or gambling:

Date/s	Reason/Type of Treatment	Doctor, Place, State?

List any medications you are taking for **mental health issues** only: Doctor _____

Medication	Dose	Frequency	Response	Start Date	Side Effects
	/mg				
	/mg				
	/mg				
	/mg				
	/mg				

List any medications you are taking for **medical issues** only: Doctor/s: _____

Medication	Dose	Frequency	For what condition	Start Date	Side Effects
	/mg				
	/mg				
	/mg				
	/mg				
	/mg				

Have you been diagnosed with a mental health disorder? Yes / No

Diagnosis	Doctor	Date, Place, State?

Family History: - For Adults and Children

List all family and then make a note of any major illnesses including symptoms: psychiatric, neurologic, alcoholism, drug abuse, suicide, suicide attempts, divorces and relationship issues:

Current Symptoms:

<input type="checkbox"/> Adjustment difficulties	<input type="checkbox"/> Trauma	<input type="checkbox"/> Worthlessness
<input type="checkbox"/> Cultural issues	<input type="checkbox"/> High levels of anxiety	<input type="checkbox"/> Loss of interest
<input type="checkbox"/> Academic problems	<input type="checkbox"/> Shortness of breath	<input type="checkbox"/> Loss of energy
<input type="checkbox"/> Death of <u>friend/family (circle)</u>	<input type="checkbox"/> Trembling / shaking	<input type="checkbox"/> Feel persecuted
<input type="checkbox"/> Violating the rights of others	<input type="checkbox"/> Heart pounding	<input type="checkbox"/> Paranoia (fear of others)
<input type="checkbox"/> Repeating actions often	<input type="checkbox"/> Fear of being around others	<input type="checkbox"/> Hallucinations
<input type="checkbox"/> Dependency in relationships	<input type="checkbox"/> Panic attacks	<input type="checkbox"/> Caffeine use
<input type="checkbox"/> Fear of abandonment	<input type="checkbox"/> Difficulty leaving the house	<input type="checkbox"/> Nicotine use
<input type="checkbox"/> Aggression / hurtful	<input type="checkbox"/> Nervousness	<input type="checkbox"/> Drug use (not prescribed)
<input type="checkbox"/> Argumentative / defiant	<input type="checkbox"/> Excessive talking	<input type="checkbox"/> Alcohol use
<input type="checkbox"/> Impulsive / reactive	<input type="checkbox"/> Excessive activities	<input type="checkbox"/> Forgetfulness
<input type="checkbox"/> Binge / excessive eating	<input type="checkbox"/> Rapid change of ideas	<input type="checkbox"/> Confusion
<input type="checkbox"/> Purposeful vomiting / purging	<input type="checkbox"/> Low Self-esteem	<input type="checkbox"/> Poor memory
<input type="checkbox"/> Poor eating / not eating	<input type="checkbox"/> High self-esteem	<input type="checkbox"/> Poor attachment
<input type="checkbox"/> Sexual dysfunction	<input type="checkbox"/> Elevated mood	<input type="checkbox"/> Encopresis (soiling)
<input type="checkbox"/> Sexual activity (child/teen)	<input type="checkbox"/> Excessive energy	<input type="checkbox"/> Enuresis (wetting)
<input type="checkbox"/> Sense of detachment	<input type="checkbox"/> Depressed mood	<input type="checkbox"/> Hyperactivity
<input type="checkbox"/> Flashbacks to trauma	<input type="checkbox"/> Moodiness / irritability	<input type="checkbox"/> Distractibility
<input type="checkbox"/> Frightening waking images	<input type="checkbox"/> Mental retardation	<input type="checkbox"/> Learning disorder
<input type="checkbox"/> Nightmares	<input type="checkbox"/> Lying	<input type="checkbox"/> Gambling
<input type="checkbox"/> Legal issues or involvement	<input type="checkbox"/> Truancy/no work or school	<input type="checkbox"/> Suicide attempts
<input type="checkbox"/> Chronic physical pain	<input type="checkbox"/> Loss of relationship _____	<input type="checkbox"/> Tantrums, length: _____
<input type="checkbox"/> Financial stress	<input type="checkbox"/> Mood swings	<input type="checkbox"/> Poor sleep (not enough)
<input type="checkbox"/> Physical abuse history	<input type="checkbox"/> Fire setting (# times _____)	<input type="checkbox"/> Excessive (too much) sleep
<input type="checkbox"/> Emotional abuse history	<input type="checkbox"/> Cruelty to animals	<input type="checkbox"/> Cutting self
<input type="checkbox"/> Sexual abuse history	<input type="checkbox"/> Theft / stealing	<input type="checkbox"/> Burning self
<input type="checkbox"/> Victim of neglect	<input type="checkbox"/> Homicidal (killing) thoughts	<input type="checkbox"/> Head banging
<input type="checkbox"/> Runaway / disappearances	<input type="checkbox"/> Suicidal (self-harm) thoughts	<input type="checkbox"/> Other injuries to self
<input type="checkbox"/> Domestic violence abuser	<input type="checkbox"/> Sexual abuse perpetrator	<input type="checkbox"/> Developmental disability
<input type="checkbox"/> Asperger's disorder	<input type="checkbox"/> Autism spectrum disorder	

Please place a number 1, 2 and 3 next to the items checked above to indicate the areas of MOST concern.

Additional information pertaining to the issues identified above:

*If this form is completed on behalf of a child or adolescent or another person, please tell us the **Name of the person completing this form:** _____

**If client is a minor child, please list either biological parents below or guardian/s if the child is not in parent's custody. Guardians, you will need to submit an official document detailing your custody in order to schedule an appointment. Without such document, we will be unable to schedule your child.*

Please note who has LEGAL custody and who has PHYSICAL custody:

Circle:

Guardian: _____ Relationship: _____ Custody: legal or physical

Guardian: _____ Relationship: _____ Custody: legal or physical



Legacy Health and Wellness
2921 N. Tenaya Way
Las Vegas, NV, 89128
Ph 702-942-1774 Fax 702-942-1773

Informed Consent for Court Appearances and/or Paperwork

Since the client-therapist relationship is built on trust with the foundation of that trust being confidentiality, it is often damaging to the therapeutic relationship for the therapist to be asked to present records to the court, and testify, whether to present facts or provide insight as an expert in a court deposition. The therapist asks that clients only request a court appearance in extreme cases. Court appearances may result in the need to terminate the therapeutic relationship and refer you to another therapist who is more appropriate to make court appearances. In the event that it is necessary for the therapist to testify before any court, arbitrator, or other hearing officer, whether the testimony is factual or expert, or to present any or all records pertaining to the counseling relationship to a court official, the client agrees to pay the agency for this service as the agency will be reimbursing the therapist for his or her services, including travel, preparation, and necessary expenditures. Court appearances are billed at \$100 per hour, with a minimum charge of three (3) hours. All additional expenditures will be billed after the court appearance.

Other letters and paperwork requested by the client will be completed at a charge of \$50 per hour, rounded to the nearest hour, with a minimum 1-hour charge. This includes letters to court officials or attorneys, short-term disability paperwork, FMLA and any other similar documentation requested by the client. This does not include copies of your bill, missed work or school letters, Release of Information Forms, nor any other documents used in the day to day operation of the office.

The guardian/client agrees to pay the \$300 two weeks prior to the appearance, presentation of records, or testimony requested. Fees for additional paperwork requests is due at the time of the request and may require up to 3 business days to be completed.

Client Name: _____

Signature: _____ Date: _____

Client/Legal Guardian/Parent if client is a minor

JA000342



Legacy Health and Wellness

2921 N. Tenaya Way
Las Vegas, NV 89128
Ph 702-942-1774 Fax 702-942-1773

Informed Consent for Therapy with Parents/Guardians

As a mental health treatment practice our primary focus, responsibility and goal is the treatment and well-being of our identified patients. In the case of a child as the primary patient it is essential that parents and legal guardians are in agreement on the decision to treat, treatment goals, appointment times, and the need to maintain patient confidentiality. The therapeutic process is a team approach, especially in the case of a minor child. The following informed consent provides information on the terms and communication necessary to create a supportive environment for treatment and assist our clinicians in achieving the most positive outcome possible for your child.

Although our responsibility to your child may require our involvement in conflicts between parents and guardians, our involvement will be strictly limited to that which will benefit your child. This means that, as a condition of us treating your child:

- You shall treat anything that is said in any individual or family therapy session as strictly confidential;
- Our role is limited to providing treatment and you shall not attempt to gain advantage in any legal proceeding relating to the care and custody of your child from our treatment of your child;
- If multiple parents and/or guardians desire to obtain treatment information and/or testimony from any one of our clinicians relating to your child in any legal proceeding, you shall each consent to the disclosure by executing one or more authorization forms Legacy Health and Wellness sends to you and you will each share in the cost of producing such records and/or written or live testimony at our established copying charges and/or hourly rates for our clinician's time.

If there is a court appointed evaluator and appropriate authorization forms are signed, or a court order authorizing disclosure of treatment records is sent to us, Legacy Health and Wellness is obligated to disclose the requested treatment and general information about the minor to the requesting party. However, Legacy Health and Wellness will not make any recommendations concerning the child's custody or custody arrangement unless otherwise ordered by court.

I have read the above consents and understand certify that I fully understand its content. If I have any questions regarding these consent form or about the services offered by Legacy Health and Wellness, I may discuss them with my therapist. By signing below, I consent to the treatment of my child under the terms and conditions set within this document.

I, _____ have the legal authority to make decisions regarding mental health treatment for my child, _____ (Client's Name).

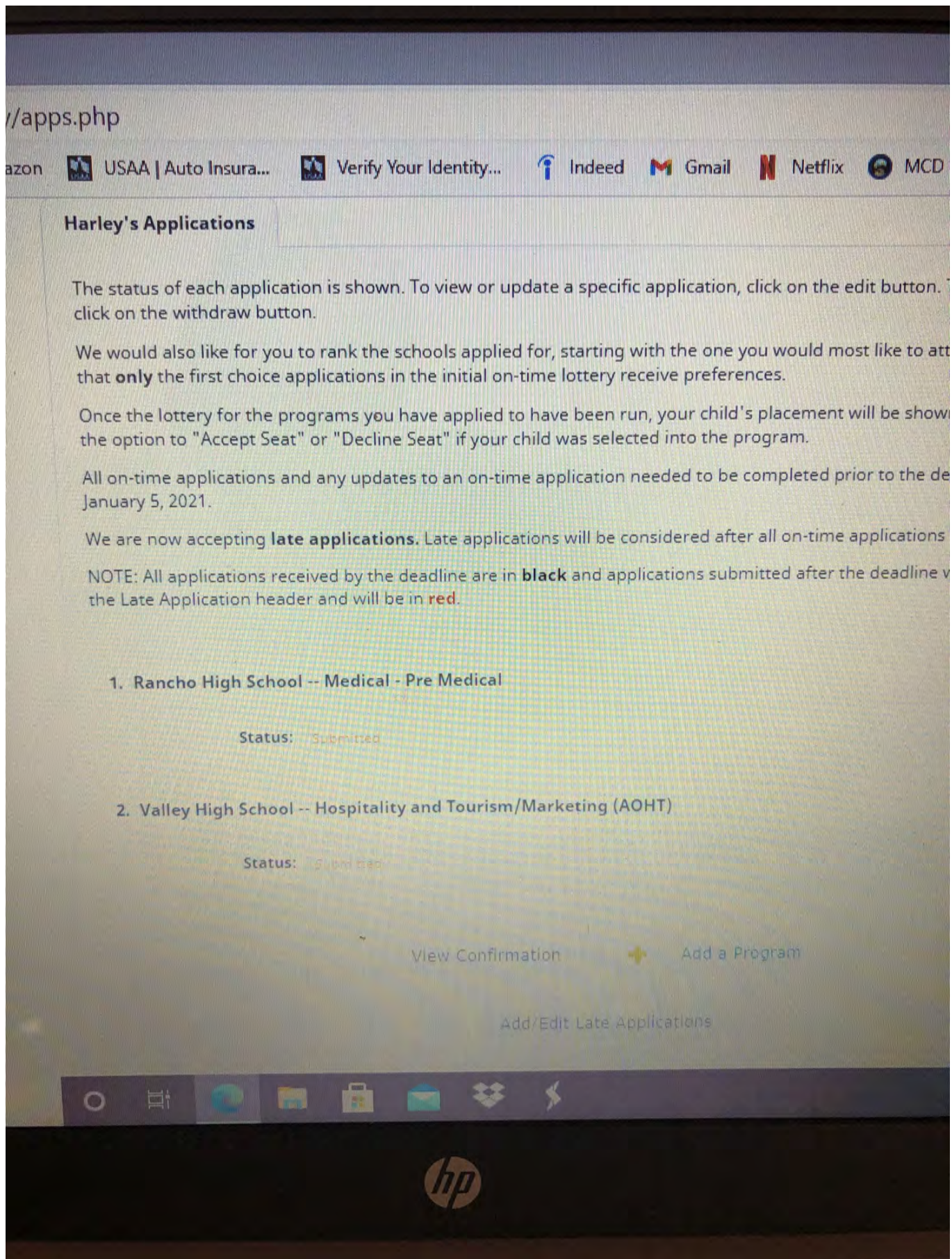
Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Clinician's Signature: _____ Date: _____

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F. Harley’s Magnet High School Applications’ Statuses



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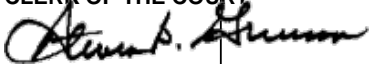
CERTIFICATE OF MAILING/ELECTRONIC SERVICE

A COPY OF the foregoing Exhibits in the above-captioned matter was served today on all parties via the Court's e-filing service.

DATED this 4th day of February, 2021.

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/S/ John Schaller
An Employee of John Buchmiller & Associates



1 **NEOJ**
2 **PATRICIA WARNOCK, ESQ.**
3 Nevada Bar #14432
4 **JOHN SCHALLER, ESQ.**
5 Nevada Bar #15091
6 **JOHN BUCHMILLER & ASSOCIATES, LLC**
7 516 South Fourth Street
8 Las Vegas, Nevada 89101
9 Phone: (203) 209-7600
10 Fax: (702) 583-7373
11 Patricia@BuchmillerLaw.com
12 JSchaller@Buchmillerlaw.com
13 Attorneys for Defendant Lisa M. Eorio

EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

9 JOEL E. EORIO,

CASE NO: D-20-608267-D

10 Plaintiff,

DEPT NO: Q

11 vs.

12 LISA M. EORIO,

13 Defendant.

14 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO CONTINUE TRIAL**

15 **PLEASE TAKE NOTICE** that a STIPULATION AND ORDER TO CONTINUE TRIAL
16 was duly entered on the 8th day of February, 2021, in the above-entitled matter, and is attached
17 hereto and incorporated herewith as fully set forth.

18 **DATED** this 8th day of February, 2021.

19 JOHN BUCHMILLER & ASSOCIATES, LLC

20 /s/ JOHN SCHALLER, ESQ.

21 PATRICIA WARNOCK, ESQ.

22 Nevada Bar #14432

23 Patricia@BuchmillerLaw.com

24 JOHN SCHALLER, ESQ.

25 Nevada Bar #15092

26 Jschaller@BuchmillerLaw.com

27 JOHN BUCHMILLER & ASSOCIATES, LLC

516 South Fourth Street

Las Vegas, Nevada 89101

Phone: (203) 209-7600

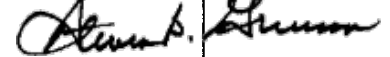
Fax: (702) 583-7373

Attorneys for Defendant Lisa M. Eorio

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Jessica Friedman, Esq.: jessica@jmfriedmanlaw.com

/s/ Tyler Springer
An Employee of John Buchmiller & Associates, LLC



1 **SAO**
2 **PATRICIA WARNOCK, ESQ.**
3 Nevada Bar #14432
4 **JOHN SCHALLER, ESQ.**
5 Nevada Bar #15092
6 **JOHN BUCHMILLER & ASSOCIATES**
7 516 South Fourth Street
8 Las Vegas, Nevada 89101
9 Phone: (203) 685-2003
10 patricia@buchmillerlaw.com
11 jschaller@buchmillerlaw.com
12 *Attorneys for Defendant Lisa Eorio*

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EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

JOEL E. EORIO,
Plaintiff,

vs.

LISA M. EORIO,
Defendant.

CASE NO: D-20-608267-D

DEPARTMENT: Q

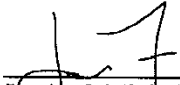
STIPULATION AND ORDER TO CONTINUE TRIAL

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff, JOEL EORIO,
by and through his counsel of record, Jessica M. Friedman, Esq., and Defendant, LISA EORIO,
by and through her counsel of record, Patricia Warnock, Esq. and John Schaller, Esq., as follows:

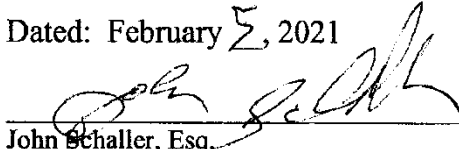
1. That the parties are resolving discovery issues, addressing collateral legal concerns regarding dispositively addressing any parental rights of the biological father of the youngest minor child, and pursuing settlement negotiations in good faith to resolve

1 some or all of the issues pending in this matter, and for these reasons and not for the
2 purposes of delay, the parties therefore stipulate to a continuance in this matter, and to
3 the hearing set for Defendant's Motion and Notice of Motion to Continue Evidentiary
4 Hearing Scheduled on February 11, 2021 at 9:00am being vacated as moot, and
5 therefore respectfully request of the Court that the evidentiary hearing scheduled for
6 February 11th, 2021 at 9:00am for this matter should be continued for a period of no
7 less than 30 days to allow the parties to pursue the stated resolutions, and that the
8 motion hearing set for February 11th, 2021 to hear Defendant's Motion and Notice of
9 Motion to Continue Evidentiary Hearing Scheduled on February 11, 2021 at 9:00am
10 be vacated as moot.
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14 Dated: February 5, 2021

15 
16 _____
17 Jessica M. Friedman, Esq.
18 NV Bar #13486
19 The Law Offices of
20 Jessica M. Friedman, PLLC
21 170 So. Green Valley Parkway, Suite 300
22 Henderson, NV 89012
23 Phone: (702) 990-3119
24 jessica@jmfriedmanlaw.com
25 Attorney for Plaintiff Joel Eorio

14 Dated: February 5, 2021

15 
16 _____
17 John Schaller, Esq.
18 NV Bar #15092
19 John Buchmiller & Associates, LLC
20 516 South 4th Street
21 Las Vegas, NV 89101
22 Phone: (203) 209-7600
23 jschaller@buchmillerlaw.com
24 Attorney for Defendant Lisa Eorio

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ORDER

Good cause appearing therefore, and based upon the Stipulation of the parties set forth above, **IT IS SO ORDERED.**

IT IS HEREBY ORDERED that the Evidentiary Hearing set for February 11th, 2021 at 9:00am is hereby continued to the following date and time:

April 1, 2021 at 9am

IT IS FURTHER ORDERED that the Pretrial Memorandum shall be due on:

March 25, 2021

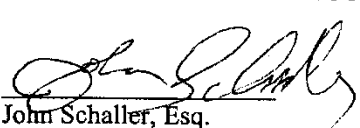
IT IS FURTHER ORDERED that the motion hearing set for February 11th, 2021 to hear Defendant's Motion and Notice of Motion to Continue Evidentiary Hearing Scheduled on February 11, 2021 at 9:00am is hereby vacated as moot.

DATED this 8th day of February, 2021


HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

Respectfully submitted:

JOHN BUCHMILLER & ASSOCIATES, LLC


John Schaller, Esq.
NV Bar #15092
516 S. 4th Street
Las Vegas, NV 89101
jschaller@buchmillerlaw.com

1 203-209-7600
2 *Attorney for Defendant*

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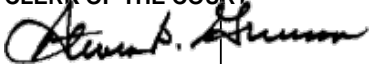
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1 **NOTC**
2 **JOHN SCHALLER, ESQ.**
3 Nevada Bar #15092
4 johnschallerlaw@gmail.com
5 2246 Darwin Circle
6 Henderson, NV 89014
7 Phone: (203) 209-7600

8 EIGHTH JUDICIAL DISTRICT COURT
9 FAMILY DIVISION
10 County of Clark, State of Nevada

11 JOEL EORIO,
12 Plaintiff,
13 vs.

CASE NO: D-20-608267-D

DEPARTMENT Q

11 LISA EORIO,
12 Defendant.

14 **NOTICE OF DISASSOCIATION OF COUNSEL**

15
16 PLEASE TAKE NOTICE that JOHN SCHALLER, ESQ. is disassociated from the law
17 firm of JOHN BUCHMILLER & ASSOCIATES, LLC and as such hereby disassociates as
18 counsel for defendant LISA EORIO in the above-referenced matter.

19 Dated this 2nd of March, 2021.

20
21 /s/ John Schaller
22 JOHN SCHALLER, ESQ.
23 Nevada Bar # 15092
24 johnschallerlaw@gmail.com
25 2246 Darwin Circle
26 Henderson, NV 89014
27 Phone: (203) 209-7600

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CERTIFICATE OF MAILING/ELECTRONIC SERVICE

I HEREBY CERTIFY service of the attached NOTICE OF DISASSOCIATION OF COUNSEL was served on all parties through electronic service through the Eight Judicial District Court's electronic filing system.

DATED this 2nd day of March, 2021.

Respectfully Submitted By:

/s/ John Schaller, Esq.
JOHN SCHALLER, ESQ.
Nevada Bar #15092
johnschallerlaw@gmail.com
2246 Darwin Circle
Henderson, NV 89014
Phone: (203) 209-7600



1 **SAO**
2 **JESSICA M. FRIEDMAN, ESQ.**
3 Nevada Bar No. 13486
4 **THE LAW OFFICES OF**
5 **JESSICA M. FRIEDMAN, PLLC**
6 170 So. Green Valley Parkway, Suite 300
7 Henderson, NV 89012
8 P: (702) 990 - 3119
9 jessica@jmfriedmanlaw.com
10 *Attorney for Plaintiff*
11 **JOEL E. EORIO**

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

14 JOEL E. EORIO, 15 Plaintiff,	16 D-20-608267-D
17 vs.	18 Case No.: D-20-608261-D
19 LISA M. EORIO, 20 Defendant.	21 Dept. No.: Q/Discovery

22 **STIPULATION AND ORDER TO VACATE HEARING**

23 COMES NOW, Plaintiff, JOEL E. EORIO, by and through his attorney
24 JESSICA M. FRIEDMAN, ESQ., and Defendant, LISA M. EORIO, by and
25 through her attorney, ASHLEY BURKETT, ESQ., and hereby stipulate and agree
26 as follows:

27 **IT IS HEREBY STIPULATED AND AGREED** that the discovery
28 responses detailed in Defendant's Motion to Compel have all been disclosed.

IT IS HEREBY STIPULATED AND AGREED that there is no longer a
need for a hearing regarding Plaintiff's responses to Defendant's discovery
requests.

1 IT IS FURTHER STIPULATED AND AGREED that the hearing
2 currently scheduled for March 3, 2021 shall be vacated.
3

4
5 Dated this 2nd day of March 2021

Dated this 2nd day of March 2021

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9
10 JESSICA M. FRIEDMAN, ESQ.
11 Nevada Bar No. 13486
12 170 S. Green Valley Pky, Ste. 300
13 Henderson, NV 89012
14 (702) 990-3119
15 jessica@jmfriedmanlaw.com
16 Attorney for Plaintiff
17 JOEL EORIO

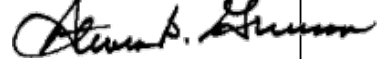
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21
22 ASHLEY BURKETT, ESQ.
23 Nevada Bar No.
24 516 South Fourth Street
25 Las Vegas, Nevada 89101
26 (702) 685 – 2003
27 ASHLEY@BUCHMILLERLAW.COM
28 Attorney for Defendant
LISA EORIO

16 DATED this 3rd day of March, 2021.

18 IT IS SO ORDERED.

19
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~~DISTRICT COURT JUDGE~~
HEARING MASTER



PMEM
JESSICA M. FRIEDMAN, ESQ.
Nevada Bar No. 13486
THE LAW OFFICES OF
JESSICA M. FRIEDMAN, PLLC
170 So. Green Valley Parkway, Suite 300
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jessica@jmfriedmanlaw.com
Attorney for Plaintiff
JOEL E. EORIO

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL E. EORIO,
Plaintiff,
vs.
LISA M. EORIO,
Defendant.

Case No.: D-20-608261-D
Dept. No.: Q

PLAINTIFF'S PRE TRIAL MEMORANDUM

I.

PRELIMINARY STATEMENT

This Trial Memorandum is being filed pursuant to EDCR 7.27 so that this Honorable Court will ore fully understand the facts and issues of the within action.

II.

BRIEF OVERVIEW OF THE FACTS AND ISSUES

A. Parties:

1. Plaintiff: Joel Eorio is 36 years old.
2. Defendant: Lisa Eorio is 36 years old

1 B. Minor Children:

- 2 1. Harley Rose Eorio, born March 8, 2007 (age 14).
3 2. Hayden Bell Eorio, born October 24, 2009 (age 11).
4 3. Gianni Edward Eorio, born October 17, 2015 (age 5)¹.

5 C. Resolved Issues:

- 6 1. Joint Legal Custody
7 2. Distribution of Assets and Debts
8 3. Alimony

9 D. Unresolved Issues

- 10 1. Physical Custody
11 2. Child Support
12 3. Attorney's Fees and Costs
13

14 **III.**

15 **FACTUAL BACKGROUND**

16
17 The parties were intermarried on April 29, 2006 in Las Cruces, New
18 Mexico. Throughout the parties' marriage, Lisa was the primary wage earner
19 while Joel was a domestic engineer. Until December 2020, Joel was the only
20 parent who attended the children's doctor's appointments, parent teacher
21 conferences, etc. Moreover, Joel was the only parent that historically prepared all
22 meals for the children and assisted with their schoolwork.
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¹ Plaintiff is not the biological father of Gianni Eorio.

1 In April 2019, Lisa moved to Las Vegas, Nevada and started working at I-
2 Hop and was a manager until June 26, 2020 when she was fired in that capacity for
3 giving the middle finger to an employee. Since said date, Lisa has changed jobs no
4 less than four (4) times. Joel and the minor children subsequently moved to Las
5 Vegas, Nevada in August 2019. Joel is currently employed at Auto Zone.
6
7

8 On or about November 22, 2020, the parties separated households. Since
9 sate date, the parties have exercised a week on/week off custodial timeshare.
10 During Joel's week with the minor children, Joel's parents travel from New
11 Mexico to assist with childcare while Joel is working.
12
13

14 IV.

15 PLAINTIFF'S WITNESS LIST

16 WITNESSES

- 17
18 1. Joel Eoiro
19 c/o THE LAW OFFICES OF JESSICA M. FRIEDMAN, PLLC
20 Jessica M. Friedman, Esq.
21 170 S. Green Valley Parkway, Suite 300
22 Henderson, Nevada 89012
23 P: (702): 990 - 3119
24 jessica@jmfriedmanlaw.com

25 Joel Eorio is expected to testify regarding the facts and circumstances
26 surrounding this matter, including but not limited to custodial issues, relocation, his
27 current income, his current and past employment, and any related issues.
28

1 2. Lisa M. Eorio
2 c/o JOHN BUCHMILLER & ASSOCIATES
3 Patricia Warnock, Esq.
4 516 South Fourth Street
5 Las Vegas, Nevada 89101
6 P: (702) 278-9268
7 patricia@buchmillerlaw.com

8 Lisa M. Eorio expected to testify regarding the facts and circumstances
9 surrounding this matter, including but not limited to, custodial issues, relocation,
10 and any related issues.

11 3. Myra Eorio
12 1716 Imperial Ridge
13 Las Cruces NM 88011
14 Home: (575) 522-1618
15 Cell: (575) 644-7458

16 Myra is expected to testify to her personal knowledge of the parties' day to
17 day lives, the parties' parenting, her time spent with the subject minor children, life
18 in New Mexico verses life in Nevada, her financial contributions to the parties, her
19 assistance in moving the parties from New Mexico to Nevada, etc.

20
21 4. Michael Eorio
22 1716 Imperial Ridge
23 Las Cruces NM 88011
24 Home: (575) 522-1618
25 Cell: (575) 621-4801

26 Michael is expected to testify to her personal knowledge of the parties' day
27 to day lives, the parties' parenting, his time spent with the subject minor children,
28

1 life in New Mexico verses life in Nevada, his financial contributions to the parties,
2 his assistance in moving the parties from New Mexico to Nevada, etc.
3

4 5. All witnesses identified by Defendant.

5 6. Rebuttal witness.
6

7 **V.**

8 **ARGUMENT**

9 **A. JOEL SHOULD BE AWARDED PRIMARY PHYSICAL**
10 **CUSTODY OF THE SUBJECT MINOR CHILDREN**

11 From the birth of the subject minor children to present, Joel has performed
12 all the necessary tasks for the rearing and upbringing of the subject minor
13 children, (i.e. bathing, clothing, feeding, schooling, extra curriculars, medical,
14 etc.) More specifically, Lisa routinely has opportunities to care for the subject
15 minor children, but almost always delegates the same to Joel or Joel's family
16 (when the parties lived in New Mexico). Throughout the parties' marriage, Lisa
17 has always worked long hours and left the children in Joel's care. Moreover,
18 There was a period of time where Lisa engaged in extra marital affair(s) and spent
19 a significant amount of time away from the marital residence. During said time,
20 Joel was the parent who cared for the subject minor children. Most recently, Lisa
21 asked Joel to take the minor children back to New Mexico from May 17, 2020 to
22 May 31, 2020 and the children loved every second of it. The minor children
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1 continue to ask their father on a daily basis when they will be able to move back
2 home to New Mexico.

3
4 In determining the best interest of the child, the court shall consider and set
5 forth its specific findings concerning, among other things:

- 6
7 (a) **The wishes of the child if the child is of sufficient age and capacity**
8 **to form an intelligent preference as to his or her custody.**

9 The children have expressed a desire to live with their father and
10 routinely asked their father when they can move back to New Mexico.

- 11 (b) **Any nomination by a parent or a guardian for the child.**

12 N/A.

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

17 Joel is the parent more likely to allow the child to have frequent
18 association and a continuing relationship with the non-custodial
19 parent. Joel has never denied Defendant visitation with the subject
20 minor children and is more than willing to allow a visitation schedule
21 that will foster and preserve the parental bond.

- 22 (d) **The level of conflict between the parents.**

23 The level of conflict between the parties is slightly heightened
24 premised upon the instant litigation.

- 25 (e) **The ability of the parents to cooperate to meet the needs of the**
26 **child.**

27 The parties have historically been able to cooperate to meet the needs
28 of the children inasmuch as Lisa delegates the majority of the tasks in
the rearing and upbringing of the minor children to Joel. As such, in

all likelihood the parties will continue to meet the needs of the child as Lisa will continue to delegate said tasks to Joel.

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

Joel is mentally and physically healthy. Upon information and belief, Lisa is physically healthy but struggles with suicidal thoughts. Lisa has journaled about taking her own life on more than one occasion throughout the parties' marriage.

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

Historically, Joel is the parent who has met the physical, developmental and emotional needs of the children (i.e. bathing, clothing, feeding, schooling, therapy, medical, etc). Joel ensures the children get to and from school, prepares their meals, assists in the completion of their homework and schedules all doctor's appointment.

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

Joel has an extremely strong paternal bond with the children. Upon information and belief, Lisa has a significant bond with the minor children; however, said bond seems to diminish from time to time due to Lisa's selfish desires including her choice to prioritize her love interest of the month over her children.

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

All three (3) children should be kept together. While the youngest child is not biologically Joel's child, Joel is the only father the minor child has ever known. Moreover, said child was the result of an extra marital affair on the part of Lisa and the biological father is not in the child's life in any way, shape, or form.

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

N/A

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

4 N/A

5 (l) **Whether either parent or any other person seeking custody has**
6 **committed any act of abduction against the child or any other**
7 **child.**

8 N/A

9
10 Based on the foregoing, Joel respectfully requests that he be awarded
11 Primary Physical Custody of the subject minor children.

12 **B. RELOCATION TO THE STATE OF NEW MEXICO**

13
14 In considering a motion for permission to relocate with a minor child, the
15 District Court must consider the following factors detailed in NRS125C.007:

16 (a) **There exists a sensible, good-faith reason for the move, and the**
17 **move is not intended to deprive the non-relocating parent of his or her**
18 **parenting time.**

19 A good faith reason (to relocate) means one that is not designed to frustrate
20 the visitation rights of the noncustodial parent. *Jones v. Jones*, 110 Nev. 1253,
21 885 P.2d 563, 569 (1994) (quoting *Holder v. Polanski*, 111 N.J. 344, 544 A.2d
22 852,856-7 (1988). Joel is asking this Honorable Court to allow him and the
23 children to return to their historical residence of New Mexico. But for the last
24 year and a half, the parties and the minor children have historically resided in
25 New Mexico. Moreover, the children's family (grandma, grandpa, aunts, uncles)
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1 New Mexico along with their extended family members and lifelong friends.
2 Lastly, Joel has a guaranteed full-time job waiting for him as soon as he returns to
3 New Mexico. Joel is in no way, shape, or form trying to deprive Lisa of her
4 parenting time.
5

6 **(b) The best interests of the child are served by allowing the**
7 **relocating parent to relocate with the child; and**
8

9 Please see the best interest analysis detailed above.

10 **(c) The child and the relocating parent will benefit from an actual**
11 **advantage as a result of the relocation.**

12 If Joel is permitted to relocate with the parties' minor children to the State
13 of New Mexico, then the benefit realized by Joel and the minor children is
14 threefold. First both Plaintiff and Defendant's extended family, consisting of
15 grandparents, aunts, uncles, cousins, friends, and the child's counselor reside in
16 New Mexico. As such, Plaintiff and the parties' minor children would be close to
17 a nurturing family environment and support system. This environment will
18 enhance the living and growing condition for the parties' minor children. Second,
19 the children will be reunited with the life that they know and love including
20 residing in their grandparent's home and resuming their extra-curricular activities
21 such as church, gymnastics, and cheerleading.
22

23 Joel's motives are solely based on improving the quality of life for that of
24 himself and the minor children. In New Mexico, the children will reside in a safe
25

1 and loving home, be reunited with friends and family members, and Joel will have
2 a job waiting for him upon his return.
3

4 If a relocating parent demonstrates to the court the provisions set forth in
5 above, the court must then weigh the following factors and the impact of each on
6 the child, the relocating parent and the non-relocating parent, including, without
7 limitation, the extent to which the compelling interests of the child, the relocating
8 parent and the non-relocating parent are accommodated:
9
10

11 **(a) The extent to which the relocation is likely to improve the**
12 **quality of life for the child and the relocating parent;**

13 In determining whether the move will improve the quality of life, the court
14 should consider subfactors, such as: whether positive family care and support will
15 be enhanced, whether housing and living conditions will be improved, whether
16 educational advantages will result for the children, whether the custodial parent's
17 employment will improve, whether special needs of a child will be better served,
18 and whether, in the child's opinion, circumstances and relationships will be
19 improved. *Schwartz*, at 383.
20
21
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23 As illustrated above, the minor children have numerous family members,
24 friends, and trusted counselors who reside in New Mexico. Additionally, the cost
25 of living in Las Cruces, New Mexico is less than that of Las Vegas, Nevada and
26 Joel's expenses will be manageable as he will reside with his parents in a large
27 home where the children all have their own rooms.
28

1 **(b) Whether the motives of the relocating parent are honorable**
2 **and not designed to frustrate or defeat any visitation rights**
3 **accorded to the non-relocating parent;**

4 As detailed above, Joel is asking this Honorable Court to allow him to
5 return to New Mexico where he and the minor children spent the majority of their
6 lives and where numerous family members reside. Joel is in no way, shape, or
7 form trying to deprive Lisa of her parenting time.
8

9 **(c) Whether the relocating parent will comply with any substitute**
10 **visitation orders issued by the court if permission to relocate is**
11 **granted;**

12 Joel will comply with any Order issued by this Honorable Court.
13

14 **(d) Whether the motives of the non-relocating parent are**
15 **honorable in resisting the petition for permission to relocate or to**
16 **what extent any opposition to the petition for permission to**
17 **relocate is intended to secure a financial advantage in the form of**
18 **ongoing support obligations or otherwise;**

19 Lisa's motives are not Honorable in denying Joel's request to relocate. Lisa
20 knows full well that both Joel and the subject minor children not only wish to
21 return to New Mexico but will all thrive in said environment.

22 **(e) Whether there will be a realistic opportunity for the non-**
23 **relocating parent to maintain a visitation schedule that will**
24 **adequately foster and preserve the parental relationship between**
25 **the child and the non-relocating parent if permission to relocate is**
26 **granted; and**

27 If Joel is permitted to relocate then the current visitation with Lisa cannot
28 be realized. Given the foregoing, Lisa must have substantial substitute visitation

1 such that Lisa can preserve and foster her relationship with the subject minor
2 children. Joel purposes the following visitation schedule: a) a eight (8) week
3 block during summer vacation, b) a one (1) week block during Christmas
4 vacation, c) a one (1) week block during Spring Break, and d) every other
5 Thanksgiving. Said visitation will provide an adequate basis for preserving and
6 fostering the maternal relationship between Lisa and the subject minor children.
7 Joel has never denied Lisa visitation with the subject minor children.
8 Consequently, Joel has exhibited the characteristics that he will comply with any
9 substitute visitation orders issued by the court. It must also be noted that Lisa has
10 always delegated all tasks to Joel.
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15 **(f) Any other factor necessary to assist the court in determining**
16 **whether to grant permission to relocate.**

17 3. A parent who desires to relocate with a child pursuant to NRS
18 125C.006 or 125C.0065 has the burden of proving that relocating with the child is
19 in the best interest of the child.
20

21 Please see best interest analysis detailed above.
22

23 **C. CHILD SUPPORT**

24 As illustrated above, the best interest of the minor children mandates that
25 Plaintiff be awarded Primary Physical Custody. Thus, Plaintiff respectfully
26 requests and award of child support pursuant to NAC 425.140. Upon information
27 and belief, Defendant changed jobs yet again within the last two weeks and has
28

1 failed to file an updated Financial Disclosure Form. As such, Plaintiff cannot
2 calculate the appropriate child support amount.
3

4 **D. MISCELLANEOUS CUSTODY ISSUES**

5 1. Health insurance:

6 a. The minor children should continue to be covered through Medicaid.

7 2. 30/30:

8 a. The parties shall adhere to the standard 30/30 rule.

9 3. Taxes

10 a. Joel shall claim the minor children for tax purposes each and every
11 year.

12 4. Children's Extra Curricular Activities

13 a. The parties shall equally be responsible for any agreed upon
14 extracurricular activities.

15
16 **E. ATTORNEY'S FEES**

17 As illustrated above, there is no question that the best interests of the
18 subject minor children shall be served by awarding Plaintiff Primary Physical
19 Custody and authorizing the children's relocation to New Mexico. As such,
20 pursuant to NRS 18.010, Plaintiff respectfully requests an award of attorney's fees
21 in the amount of nine thousand dollars (\$9,000.00).
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VI

CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that this Honorable Court grant his request to relocate with the minor children to New Mexico, and award him fees and costs in the amount of nine thousand dollars (\$9,000.00).

DATED this 25th day of March, 2021.

THE LAW OFFICES OF JESSICA M. FRIEDMAN

/s/ Jessica Friedman

JESSICA M. FRIEDMAN, ESQ.

Nevada Bar No.: 13486

170 s. Green Valley Pkwy, Ste. #300

Henderson, Nevada 89012

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of The Law Offices
3 of Jessica M. Friedman, PLLC, and that on this 25th day of March, 2021, I caused
4 the above documents to be served as followed:
5

6 [X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and
7 Administrative Order 14-2 captioned "In the Administrative Matter of
8 Mandatory electronic Service in the Eight Judicial District Court," by
9 mandatory electronic service through the Eighth Judicial District
10 Court's electronic filing system.

11 [] by placing same to be deposited for mailing in the United States Mail,
12 in a sealed envelope upon which first class postage was prepaid in
13 Henderson, Nevada.

14 [] pursuant to EDCR 7.26, to be send via facsimile, by duly executed
15 consent for service by electronic means.

16 [] pursuant to NRCP 5(b)(2)(D), by email by duly executed consent for
17 service by electronic means.

18 [] by hand delivery with signed Receipt of Copy.

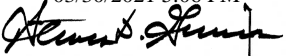
19 [] by first Class, Certified U. S. Mail.
20

21 To the persons listed below at the address, email address, and/or facsimile
22 number indicated:

23 Patricia Warnock, Esq.
24 patricia@buchmillerlaw.com
Attorneys for Defendant, LISA EORIO

25 */s/ Jessica Friedman*

26 _____
27 An Employee of The Law Offices of Jessica
28 M. Friedman, PLLC


CLERK OF THE COURT

1 **SAO**
2 **JESSICA M. FRIEDMAN, ESQ.**
3 Nevada Bar No. 13486
4 **THE LAW OFFICES OF**
5 **JESSICA M. FRIEDMAN, PLLC**
6 170 So. Green Valley Parkway, Suite 300
7 Henderson, NV 89012
8 P: (702) 990 - 3119
9 jessica@jmfriedmanlaw.com
10 *Attorney for Plaintiff*
11 **JOEL E. EORIO**

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

14 **JOEL E. EORIO,**

15 Plaintiff,

16 vs.

17 **LISA M. EORIO,**

18 Defendant.

Case No.: D-20-608261-D

Dept. No.: Q

19 **STIPULATION AND ORDER RESOLVING FINANCIAL ISSUES AND**
20 **LIMITING THE ISSUES FOR TRIAL**

21 COMES NOW, Plaintiff, JOEL E. EORIO, by and through his attorney
22 JESSICA M. FRIEDMAN, ESQ., and Defendant, LISA M. EORIO, by and
23 through her attorney, JOHN SCHALLER, ESQ., and hereby stipulate and agree as
24 follows:

25 **IT IS HEREBY STIPULATED AND AGREED** that Plaintiff shall be
26 awarded the 2004 Ford Mustang and the 2009 Nissan Titan, and the Defendant
27 shall be awarded the 2015 Nissan Altima.

1 **IT IS HEREBY STIPULATED AND AGREED** that each party shall be
2 awarded the bank accounts in their own respective names.
3

4 **IT IS FURTHER STIPULATED AND AGREED** that the parties' joint
5 bank account shall be closed once the last stimulus check is deposited into said
6 account. Any and all future stimulus checks should be equally divided between the
7 parties.
8

9 **IT IS FURTHER STIPULATED AND AGREED** that all other
10 community property of the parties has already been divided in an equitable fashion
11 when the parties separated households, and that the personal property currently in
12 their respective households shall remain the personal property of the party
13 maintaining such household.
14

15 **IT IS FURTHER STIPULATED AND AGREED** that Plaintiff will
16 provide Defendant with copies of all family or personal photos of her that he may
17 have on computers, phones, "cloud" storage, or similar media in his possession or
18 control.
19

20 **IT IS FURTHER STIPULATED AND AGREED** that the parties will
21 cooperate in locating and providing copies to each other of all birth certificates,
22 insurance cards, and related records of the minor children.
23
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1 **IT IS FURTHER STIPULATED AND AGREED** that each party plans to
2 file their own bankruptcy after the conclusion of this divorce action. Each party
3 shall be responsible for any and all debt in their respective names.
4

5 **IT IS FURTHER STIPULATED AND AGREED** that Defendant shall
6 continue to provide health insurance for the subject minor children on Nevada
7 Check Up for so long as this is practical. The out-of-pocket cost for the children's
8 health insurance premium shall be equally divided.
9
10

11 **IT IS FURTHER STIPULATED AND AGREED** that the parties shall
12 adhere to the 30/30 rule for all unreimbursed medical expenses.
13

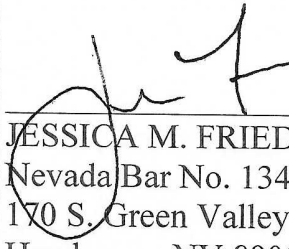
14 **IT IS FURTHER STIPULATED AND AGREED** that neither party shall
15 remit alimony to the other party.
16

17 **IT IS FURTHER STIPULATED AND AGREED** that Gianni Eorio was
18 born during the marriage of Plaintiff and Defendant, that Plaintiff is listed as the
19 father of Gianni on the birth certificate, and that Plaintiff has received Gianni into
20 his home and held Gianni out as his natural child; and further, the biological father
21 of Gianni provided an Affidavit, which was previously filed in this case, stating
22 that Joel is for all intents and purposes Gianni's father, and that the Affiant waived
23 any and all notice requirements concerning any custody or paternity actions
24 involving Gianni Eorio. The parties agree that Joel is Gianni's father, and that
25 paternity is no longer an issue for the upcoming evidentiary hearing.
26
27
28

1 **IT IS FURTHER STIPULATED AND AGREED** that the parties agree to
2 seal this case in its entirety.

3
4 Dated this 25th day of March 2021

Dated this 25th day of March 2021

5
6
7
8 
9 JESSICA M. FRIEDMAN, ESQ.
10 Nevada Bar No. 13486
11 170 S. Green Valley Pky, Ste. 300
12 Henderson, NV 89012
13 (702) 990-3119
14 jessica@jmfriedmanlaw.com
15 Attorney for Plaintiff
16 JOEL EORIO

ASHLEY BURKETT, ESQ.
Nevada Bar No. 15185
516 South Fourth Street
Las Vegas, Nevada 89101
(702) 685 - 2003
ashley@buchmillerlaw.com
Attorney for Defendant
LISA EORIO

17 DATED this _____ day of _____, 2021.

18 **IT IS SO ORDERED.**

Dated this 30th day of March, 2021

19 
20 DISTRICT COURT JUDGE (ND)

21
22 559 60D 4167 1A4D
23 Bryce C. Duckworth
24 District Court Judge
25
26
27
28

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Joel Eorio, Plaintiff

CASE NO: D-20-608267-D

7 vs.

DEPT. NO. Department Q

8 Lisa Eorio, Defendant.

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/30/2021

15 Jessica Friedman, Esq.

jfriedman@cordelllaw.com

16 Patricia Warnock, Esq.

patricia@buchmillerlaw.com

17 John Schaller, Esq.

jschaller@buchmillerlaw.com

18 Ashley Burkett

ashley@buchmillerlaw.com

19 Jessica Friedman

jessica@jmfriedmanlaw.com

20 Ryan Hamilton

ryan@buchmillerlaw.com

21 Sarah Tinney

sarah@buchmillerlaw.com

FDF

Name: _____

Address: _____

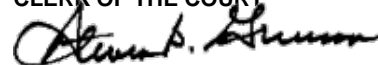
Phone: _____

Email: _____

Attorney for _____

Nevada State Bar No. _____

Electronically Filed
3/31/2021 6:08 PM
Steven D. Grierson
CLERK OF THE COURT



_____ Judicial District Court

_____, Nevada

<p>_____</p> <p>Plaintiff,</p> <p>vs.</p> <p>_____</p> <p>Defendant.</p>	<p>Case No. _____</p> <p>Dept. _____</p>
---	--

AMENDED GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) _____
2. How old are you? _____
3. What is your date of birth? _____
4. What is your highest level of education? _____

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)

☐ No

☐ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (☒ check one)

☐ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____

Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is _____.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=		×	52 Weeks	=		÷	12 Months	=	
Hourly Wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

	÷	12 Months	=	
Annual Income				Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other: _____			
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B and C above)	
---	--

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction) _____	
Total Monthly Deductions (Lines 1-11)		

Business/Self-Employment Income & Expense Schedule

A. Business Income:




What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other: _____			
Total Average Business Expenses			

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me 	Other Party 	For Both 
Alimony/Spousal Support				
Auto Insurance				
Car Loan/Lease Payment				
Cell Phone				
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...				
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric				
Food (groceries & restaurants)				
Fuel				
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable				
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease				
Pest Control				
Pets				
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water				
Other: _____				
Total Monthly Expenses				

Household Information

- A.** Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st					
2 nd					
3 rd					
4 th					

- B.** Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other: _____				
Total Monthly Expenses				

- C.** Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	-	\$	=	\$	
2.		\$	-	\$	=	\$	
3.		\$	-	\$	=	\$	
4.		\$	-	\$	=	\$	
5.		\$	-	\$	=	\$	
6.		\$	-	\$	=	\$	
7.		\$	-	\$	=	\$	
8.		\$	-	\$	=	\$	
9.		\$	-	\$	=	\$	
10.		\$	-	\$	=	\$	
11.		\$	-	\$	=	\$	
12.		\$	-	\$	=	\$	
13.		\$	-	\$	=	\$	
14.		\$	-	\$	=	\$	
15.		\$	-	\$	=	\$	
Total Value of Assets (add lines 1-15)		\$	-	\$	=	\$	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I (*have/have not*) _____ retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$_____ on my behalf.
3. I have a credit with my attorney in the amount of \$_____.
4. I currently owe my attorney a total of \$_____.
5. I owe my prior attorney a total of \$_____.

IMPORTANT: Read the following paragraphs carefully and initial each one.

_____ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

_____ **I have attached a copy of my 3 most recent pay stubs to this form.**

_____ **I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.**

_____ **I have not attached a copy of my pay stubs to this form because I am currently unemployed.**

/S/ Lisa Eorio

Signature

Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on *(date)* _____, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: _____

Executed on the _____ day of _____, 20____.

/S/ Sarah Tinney

Signature

000727
CO. FILE DEPT. CLOCK VCHR. NO.
X7A 001473 000170 0000120081 1

095-0001

BOULDER HIGHWAY GAMING, LLC
120 MARKET ST
HENDERSON, NV 89015-7366

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

Earnings Statement



Period Beginning: 03/08/2021
Period Ending: 03/21/2021
Pay Date: 03/26/2021

LISA EORIO
4905 SPARKLING SKY AVENUE
LAS VEGAS NV 89130

Earnings	rate	salary/hours	this period	year to date
Regular	1538.46	80.00	1,538.46	2,000.01
Adreg		153.84		
Gross Pay			\$1,538.46	2,000.01

Important Notes
COMPANY PH#: (702) 567-9160

BASIS OF PAY: SALARY

Deductions	Statutory		
Federal Income Tax		-119.03	119.03
Social Security Tax		-95.38	124.00
Medicare Tax		-22.31	29.00
Net Pay		\$1,301.74	
Checking		-1,301.74	
Net Check		\$0.00	

Additional Tax Withholding Information

Taxable Marital Status:
NV: Single
Exemptions/Allowances:
NV: No State Income Tax

Your federal taxable wages this period are
\$1,538.46

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

BOULDER HIGHWAY GAMING, LLC
120 MARKET ST
HENDERSON, NV 89015-7366

Advice number: 00000120081
Pay date: 03/26/2021

Deposited to the account of	account number	transit ABA	amount
LISA EORIO	xxxxxx3805	xxxx xxxx	\$1,301.74

THIS IS NOT A CHECK

NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. ■ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT. ■

JA000387



Sarah Tinney <sarah@buchmillerlaw.com>

Eorio- URGENT Request for Amended FDF; Need to File TODAY before Trial tomorrow

Lisa Eorio <lisaeorio1@gmail.com>
To: Sarah Tinney <sarah@buchmillerlaw.com>

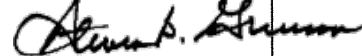
Wed, Mar 31, 2021 at 4:04 PM

"I, Lisa Eorio, have updated my financial disclosure form with the changes reflected in the form titled "DEFENDANT'S AMENDED FINANCIAL DISCLOSURE FORM". The information contained within the form is true to the best of my knowledge. I hereby grant Sarah Tinney permission to electronically affix my signature to the document titled "DEFENDANT'S AMENDED FINANCIAL DISCLOSURE FORM" today, March 31st, 2021."

Lisa Eorio

[Quoted text hidden]

Electronically Filed
4/26/2021 3:58 PM
Steven D. Grierson
CLERK OF THE COURT



1 SUBT

2 **Bruce I. Shapiro, Esq.**

3 Nevada Bar No. 004050

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: Bruce@pecoslawgroup.com

10 Attorney for Defendant

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

13 **Joel E. Eorio,**

14 Plaintiff,

15 vs.

16 **Lisa M. Eorio,**

17 Defendant.

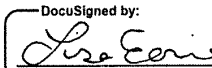
Case No. **D-20-608267-D**

Dept No. **Q**

18 **SUBSTITUTION OF ATTORNEYS**

19 The Defendant, **Lisa M. Eorio**, hereby substitutes **Bruce I. Shapiro, Esq.**,
20 of the PECOS LAW GROUP, as her attorney in the above-entitled action in the place
21 and stead of **Ashley Burkett, Esq.**, of JOHN BUCHMILLER & ASSOCIATES.

22 DATED 4/26/2021.

23 DocuSigned by:
24 
25 Lisa Eorio
26 59C94659A1944B6...

DATED this 20 day of April 2021.

Bruce I. Shapiro, Esq.
Nevada Bar No. 004050
8925 S. Pecos Rd., Suite 14A
Henderson, Nevada 89074
(702) 388-1851
Attorney for Defendant

DATED 4/26/2021

Ashley Burkett, Esq.
Nevada Bar No. 015185
516 South Fourth Street
Las Vegas, Nevada 89101
(702) 776-9313

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this ____ day of April 2021,
the Substitution of Attorneys, in the above-captioned case was served as follows:

- ☒ pursuant to NEFCR 9, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ pursuant to NRCP 5, 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 and/or email, by duly executed consent for service by electronic means;
- ☐ by hand-delivery with signed Receipt of Copy.

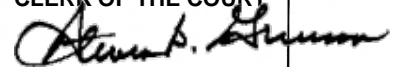
To individual(s) listed below at the address:

Jessica Friedman, Esq.
jessica@jmfriedmanlaw.com

DATED this 24th day of April 2021.



Janine Shapiro
An employee of PECOS LAW GROUP



NED
JESSICA M. FRIEDMAN, ESQ.
Nevada Bar No. 13486
THE LAW OFFICES OF
JESSICA M. FRIEDMAN, PLLC
170 So. Green Valley Parkway, Suite 300
Henderson, NV 89012
P: (702) 990 - 3119
jessica@jmfriedmanlaw.com
Attorney for Plaintiff
JOEL E. EORIO

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL E. EORIO, Plaintiff, vs. LISA M. EORIO, Defendant.	Case No.: D-20-608267-D Dept. No.: Q
---	---

NOTICE OF ENTRY OF DECREE OF DIVORCE

PLEASE TAKE NOTICE that a DECREE OF DIVORCE was file with the
above-mentioned Court on the 14th day of June, 2021. A copy is attached hereto.

DATED this 15th day of June, 2021.

**THE LAW OFFICES OF JESSICA M.
FRIEDMAN**

/s/ Jessica Friedman
JESSICA M. FRIEDMAN, ESQ.
Nevada Bar No.: 13486
170 s. Green Valley Pkwy, Ste. #300
Henderson, Nevada 89012

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of The Law Offices
3 of Jessica M. Friedman, PLLC, and that on this 15th day of June, 2021, I caused the
4 above documents to be served as followed:
5

- 6
- 7 [X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and
8 Administrative Order 14-2 captioned "In the Administrative Matter of
9 Mandatory electronic Service in the Eight Judicial District Court," by
10 mandatory electronic service through the Eighth Judicial District
11 Court's electronic filing system.
12
- 13 [] by placing same to be deposited for mailing in the United States Mail,
14 in a sealed envelope upon which first class postage was prepaid in
15 Henderson, Nevada.
- 16 [] pursuant to EDCR 7.26, to be send via facsimile, by duly executed
17 consent for service by electronic means.
- 18 [] pursuant to NRCP 5(b)(2)(D), by email by duly executed consent for
19 service by electronic means.
- 20 [] by hand delivery with signed Receipt of Copy.
- 21 [] by first Class, Certified U. S. Mail.

22 To the persons listed below at the address, email address, and/or facsimile
23 number indicated:

24 Shann Winesett, Esq.
Shann@pecoslawgroup.com
Attorneys for Defendant, LISA EORIO

25 /s/ Jessica Friedman

26
27 An Employee of The Law Offices of Jessica
28 M. Friedman, PLLC

1 **DECR**
2 **JESSICA M. FRIEDMAN, ESQ.**
3 Nevada Bar No. 13486
4 **THE LAW OFFICES OF**
5 **JESSICA M. FRIEDMAN, PLLC**
6 170 So. Green Valley Parkway, Suite 300
7 Henderson, NV 89012
8 P: (702) 990 - 3119
9 jessica@jmfriedmanlaw.com
10 *Attorney for Plaintiff*
11 **JOEL E. EORIO**

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

14 **JOEL E. EORIO,**
15 Plaintiff,
16 vs.
17 **LISA M. EORIO,**
18 Defendant.

Case No.: D-20-608267-D
Dept. No.: Q

19 **DECREE OF DIVORCE**

20 This matter having come before the Court on an evidentiary hearing.
21 Attorney Kenneth Friedman, Bar Number 5311, present in an unbundled capacity
22 along with Attorney Jessica Friedman, Bar Number 13486. In the interest of
23 public safety due to the Coronavirus pandemic, Defendant and Attorney Burkett
24 were present via video conference through the BlueJeans application. The Court
25 finds that:

26 1. That this Court has complete jurisdiction in the premises, both as to
27 the subject matter thereof as well as the parties hereto.
28

1 2. That Plaintiff is now and had been an actual and bona fide resident of
2 Clark County, Nevada and has been actually domiciled herein for more than six
3 (6) weeks immediately preceding the commencement of this action.
4

5 3. That the parties were married on April 29, 2006 in Las Cruces, New
6 Mexico and have been and still are husband and wife.
7

8 4. That the parties are incompatible in marriage.
9

10 5. There are two (2) minor biological children born the issue of this
11 marriage, to wit: Harley Rose Eorio, born March 8, 2007, and Hayden Bell Eorio,
12 born October 24, 2009. Plaintiff is also the equitable father of a third minor child
13 born during the marriage, to wit: Gianni Edward Eorio, born October 17, 2015.
14

15 6. That the State of Nevada, County of Clark is the habitual residence
16 of the minor children, and this Court has the necessary UCCJEA initial and
17 continuing jurisdiction to enter orders regarding the minor children.
18

19 7. That there were no minor children adopted and to the best of
20 Plaintiff's knowledge, Defendant is not currently pregnant.
21

22 8. Neither party has deep rooted ties to Las Vegas, Nevada. The parties
23 and the subject minor children resided in New Mexico from the birth of the
24 children through August 2019.
25
26
27
28

1 9. It was not outcome determinative that Dad would remain in Las
2 Vegas, Nevada if the relocation was denied or that Mom would return to Las
3 Cruses, New Mexico if the relocation was granted.

4
5 10. The children are not at harm in the presence of either parent.

6
7 11. That pursuant to NRS 125C.007(1), the court analyzes the factors as
8 follows:

9
10 a. Dad does have a good faith reason(s) to move which is/are financial
11 stability including living rent free in his parent's home and family ties.

12 b. Relative to the best interest of the subject minor children, most of the
13 factors do not apply; however, the factors that do apply are equal to both
14 parents absent the fact that Plaintiff was able to spend more time with
15 the children as Defendant was the historical primary wage earner.

16 c. The actual advantage is that the children are returning to their life long
17 home, both parties are from New Mexico, there are positive family
18 connections in New Mexico, and there is financial stability and support
19 in New Mexico.

20 12. That pursuant to NRS 125C.007(2), the court analyzes the factors as
21 follows:

22 a. Dad and the children's lives will improve as there will be improved
23 housing, financial stability, and neither party has significant ties to Las
24 Vegas, Nevada; however, both parties have significant ties to Las
25 Cruses, New Mexico.

26 b. The court finds that Dad's motives are honorable in requesting the
27 relocation.

28 c. There is no pattern of non-compliance with visitation thus far, so the
court finds that it is not worried about compliance with future orders.

- 1 d. The motives on Mom's part of denying the request to relocate are not
2 dishonorable.
- 3 e. There will be an opportunity to foster and preserve the maternal bond
4 after the relocation as evidenced in the Parenting Agreement the parties
5 formulated at Family Mediation Center.
- 6 f. Neither party has resided in Las Vega, Nevada for a lengthy period of
7 time. Neither party nor the children have deep rooted ties to Las Vegas,
8 Nevada. The parties and the children resided in New Mexico until the
9 summer of 2019. Furthermore, Plaintiff will receive a significant benefit
10 of financial security by relocating back to New Mexico.

11 13. That pursuant to NRS 125C.007(3), the court finds that Dad has
12 satisfied his burden and that the children are permitted to relocate to Las Cruces,
13 New Mexico at the conclusion of this school year.

14 Stipulation and Order Resolving Financial Issues and Limiting the Issues for Trial

15 The Court noted the ~~Stipulation and Order~~ filed on March 30, 2021 which
16 narrowed the issues for the evidentiary hearing. The Court also noted parties
17 formulated two parenting plans in mediation through Family Mediation Center
18 (FMC), with one being contingent upon the Court granting Plaintiff's relocation.
19 After testimony and the submission of evidence, the Court ordered the following:
20

21 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**
22 **AND DECREED** that the Stipulation and Order and the Decree of Divorce shall
23 be served on minor child Gianni's biological father.
24

25 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that
26 Plaintiff's request to relocate to New Mexico shall be granted. Relocation is
27 permitted upon the conclusion of the minor children's school year but no later
28

1 than six months from April 1, 2021 regardless of Defendant's designation as
2 detailed below.
3

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that
5 Defendant shall have until May 28, 2021 to designate her intentions to relocate to
6 New Mexico to live closer to the children or not to relocate to determine how to
7 allocate the summer timeshare.
8
9

10 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
11 **ADJUDGED AND DECREED** that the parties shall be awarded Joint Legal
12 Custody of the subject minor children, to wit: Harley Rose Eorio, born March 8,
13 2007, Hayden Bell Eorio, born October 24, 2009, and Gianni Edward Eorio, born
14 October 17, 2015.
15
16

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
18 Plaintiff shall be awarded Primary Physical Custody of the subject minor children,
19 to wit: Harley Rose Eorio, born March 8, 2007, Hayden Bell Eorio, born October
20 24, 2009, and Gianni Edward Eorio, born October 17, 2015 if Defendant does not
21 relocate to New Mexico. Should Defendant choose to relocate to New Mexico,
22 the parties shall be awarded Joint Physical Custody of the subject minor children.
23
24

25 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if
26 Defendant does not relocate, Defendant shall be entitled to majority of the 2021
27
28

1 summer. If Defendant determines that she is going to relocate, the Joint Custody
2 schedule shall be maintained upon her relocation (a week on/week off timeshare).
3

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
5 Parenting Agreement based on the approval of the relocation will be adopted only
6 if Defendant designates her intent to remain in Las Vegas, Nevada.
7

8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
9 Court will retain jurisdiction until such point and time that all parties relocated.
10

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that
12 Court is not inclined to implement any child support orders at this time pending
13 each party filing an Updated Financial Disclosures upon relocation.
14

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
16 current Status Quo shall remain at this time.
17

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that
19 Attorney Friedman shall prepare the Decree of Divorce. Attorney Burkett shall
20 review and sign off.
21

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that that
23 the bonds of matrimony now and heretofore existing between Plaintiff, JOEL
24 EORIO, ("JOEL") and Defendant, LISA EORIO ("Lisa") are hereby dissolved,
25 set aside, and forever held for naught; and the parties hereto, and each of them,
26 are restored to all the rights and privileges or single, unmarried persons.
27
28

1
2 NOTICE IS HEREBY GIVEN regarding NRS 125C.0045(6) and NRS
3 125C.0045(7) as follows:
4

5 **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION,
6 CONCEALMENT OR DETENTION OF A CHILD IN
7 VIOLATION OF THIS ORDER IS PUNISHABLE AS A
8 CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS
9 200.359 provides that every person having a limited right of
10 custody to a child or any parent having no right of custody to the
11 child who willfully detains, conceals or removes the child from a
12 parent, guardian or other person having lawful custody or a right
13 of visitation of the child in violation of an order of this court, or
14 removes the child from the jurisdiction of the court without the
15 consent of either the court or all persons who have the right to
16 custody or visitation is subject to being punished for a category D
17 felony as provided in NRS 193.130.

18 NOTICE IS HEREBY GIVEN that the terms of the Hague Conference of
19 October 25, 1980, adopted by the 14th Session of the Hague Conference on Private
20 International Law, apply if a parent abducts or wrongfully retains a child in a
21 foreign country pursuant to NRS 125C.0045(8) as follows:

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

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

28 (b) Upon motion of one of the parties, the court may order the parent
to post a bond if the court determines that the parent poses an imminent risk
of wrongfully removing or concealing the child outside the county of
habitual residence. The bond must be in an amount determined by the court
and may be used only to pay for the cost of locating the child and returning
the child to his or her habitual residence if the child is wrongfully removed
from or concealed outside the country of habitual residence. The fact that a

1 parent has significant commitments in a foreign country does not create a
2 presumption that the parent poses an imminent risk of wrongfully removing
3 or concealing the child.

4 **NOTICE IS HEREBY GIVEN** that, pursuant to NRS 125C.006:

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

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

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

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

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

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

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

27 **NOTICE IS HEREBY GIVEN** that, pursuant to NRS 125C.0065:

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

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

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

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

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

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

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

14 **NOTICE IS HEREBY GIVEN** that the non-custodial parent may be
15 subject to the withholding of wages and commissions for delinquent payments of
16 support pursuant to NRS 31A.010, *et. seq.* and NRS 125.007.

17 **NOTICE IS HEREBY GIVEN** that the parties may request a review of
18 child support every three years, or at any time upon changed circumstances,
19 pursuant to NRS 125B.145.

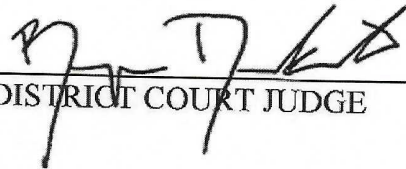
20 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that each
21 party shall be solely responsible for his or her respective attorney fees and costs
22 incurred and/or connected with this divorce.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that
24 Defendant shall have the right to return to her maiden name if she so chooses.
25
26
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this
2 Court shall retain jurisdiction over this matter unless and until all parties relocate
3 to New Mexico.
4

5
6 **THIS IS A FINAL DECREE OF DIVORCE**

7 **IT IS SO ORDERED** this ____ day of _____ 2021.
8 Dated this 14th day of June, 2021

9
10 
11 DISTRICT COURT JUDGE

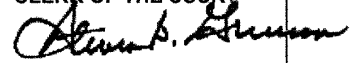

(ND)

12 Dated this 10th day of June 2021

13 **08A 3A5 323A 0651**
14 **Bryce C. Duckworth**
15 **District Court Judge**

16 /s/ *JESSICA FRIEDMAN*

17 _____
18 JESSICA M. FRIEDMAN, ESQ.
19 Nevada Bar No. 13486
20 170 S. Green Valley Pky, Ste. 300
21 Henderson, NV 89012
22 (702) 990-3119
23 jessica@jmfriedmanlaw.com
24 Attorney for Plaintiff
25 JOEL EORIO
26
27
28



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Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

11 **Joel E. Eorio,**

12
13 Plaintiff,

14 vs.

15 **Lisa M. Eorio,**

16 Defendant.
17

Case No. **D-20-608267-D**

Dept No. **Q**

18 **NOTICE OF APPEAL**

19 Notice is hereby given that **Lisa M. Eorio**, Defendant above named, hereby
20 appeals to the Supreme Court of the State of Nevada from the "Decree of
21

22 . . .

23 . . .

24 . . .

25 . . .
26

1 Divorce” entered in this action on the 14th day of June 2021.

2 DATED this 24th day of June 2021

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CERTIFICATE OF SERVICE

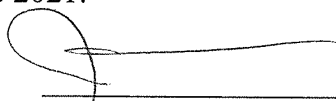
Pursuant to NRCP 5(b), I hereby certify that on this 25th day of June 2021,
the Notice of Appeal, in the above-captioned case was served as follows:

- ☐ pursuant to NEFCR 9, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☒ pursuant to NRCP 5, 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 Henderson, Nevada;
- ☐ pursuant to EDCR 7.26 to be sent via facsimile and/or email, by duly executed consent for service by electronic means;
- ☐ by hand-delivery with signed Receipt of Copy.

To individual(s) listed below at the address:

Joel Eorio
1716 Imperial Ridge
Las Cruces, New Mexico 88011

DATED this 25th day of June 2021.



Janine Shapiro
An employee of PECOS LAW GROUP

FILED

AUG 19 2021

Steven A. Friedman
CLERK OF COURT

COPY

TRANS

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JOEL EORIO,)
Plaintiff,) CASE NO. D-20-608267-D
vs.) DEPT. Q
LISA EORIO,) APPEAL NO. 83132
Defendant.)

BEFORE THE HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

WEDNESDAY, AUGUST 26, 2020

APPEARANCES:

(PARTICIPANTS APPEAR VIRTUALLY)

The Plaintiff: JOEL EORIO
For the Plaintiff: JESSICA M. FRIEDMAN, ESQ.
170 S. Green Valley Pkwy., #300
Henderson, Nevada 89012
(702) 990-3119

The Defendant: LISA EORIO
For the Defendant: JOHN F. SCHALLER, ESQ.
2246 Darwin Cir.
Henderson, Nevada 89014
(203) 209-7600

1 LAS VEGAS, NEVADA

WEDNESDAY, AUGUST 26, 2020

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 9:28:08)

4

5 THE CLERK: We're on the record.

6 THE COURT: We are on the record in the Eorio
7 matter, case D-20-608267-D. Starting with Plaintiff's side,
8 please confirm your appearances.

9 MS. FRIEDMAN: Good morning, Your Honor. Jessica
10 Friedman, bar number 13486, present on behalf of Joel who is
11 also appearing via video.

12 THE COURT: Good morning. And I -- I do see the
13 Plaintiff present. So moving on to Defendant's side.

14 MR. SCHALLER: Good morning, Your Honor. John
15 Schaller, Nevada Bar Number 15092, on behalf of Defendant Lisa
16 Eorio who's also present via BlueJeans video conference

17 THE COURT: Good morning. And I also see the
18 Defendant present. So good morning and welcome to everyone.
19 This is the time set for a hearing on the motion filed by
20 Plaintiff and the opposition and countermotion filed by the
21 Defendant. It's also set for a case management conference.
22 Based on -- and it's my understanding the parties have -- they
23 have two children that are theirs, Rose and Bell -- Harley --
24 Harley Rose and Jayden Bell and a third child Gianni Edward.

1 We'll have some discussion about how -- how to appropriately
2 handle Gianni because it's my understanding it's -- Gianni is
3 not the Plaintiff's biological child but has been treated as
4 his child throughout her -- her lifetime. It raises some due
5 process issues with respect to including as part of any
6 proceedings the biological father. So we do need to have some
7 discussion in that regard. But this motion focuses on the
8 issue of custody and -- and relocation.

9 Based on the parties' papers that you've -- the
10 pleadings indicate that you're in agreement that the parties
11 should maintain joint legal custody of the children. And so
12 that is the order of the Court recognizing, that as a
13 stipulation based on the pleadings, that you'll have joint
14 legal custody. Primary physical custody is being requested by
15 both parties. So physical custody clearly is at issue.

16 Let me start however by asking are there any
17 stipulations to report on?

18 MS. FRIEDMAN: Not at this time, Your Honor.

19 THE COURT: One thing I will be doing is -- is
20 showing a referral for Mom and Dad to participate in
21 mediation. I -- I want you to talk about how you're going to
22 raise at a minimum Harley Rose and Jayden Bell and again
23 Gianni becomes a part of this process, as well, in -- in terms
24 of the discussion; notwithstanding, some of the logistical

1 issues that I believe we need to address.

2 So you need to have those important discussions. I
3 -- as I tell parents all the time, I'm a stranger to your
4 children. I've never met your children. And so before a
5 stranger makes decisions regarding how you're going to raise
6 your children, I want you to have those discussions first. So
7 I will -- I will be issuing a referral for mediation.
8 Currently mediation is being conducted both online and by
9 telephone. And I'm looking at setting a return hearing for
10 November 2nd at 10:00 a.m. If Counsel and -- and the parties
11 can check their calendars and see if there are any conflicts
12 with that date.

13 MS. FRIEDMAN: That date is fine with me, Your
14 Honor.

15 MR. SCHALLER: It's fine as well with me, Your
16 Honor.

17 THE COURT: Okay. So November 2nd at 10:00 a.m.
18 And I will generate a referral form here in court and we'll
19 have that -- we'll get that to you again so that we can
20 initiate those important discussions between Mom and Dad. The
21 -- with re -- let -- let me just -- let's talk about Gianni
22 briefly. Again, some of the logistics. My concern is I -- I
23 believe because there -- there's an acknowledgement that
24 someone else is biologically by DNA the father of the child

1 but has -- from everything I've read and for all intents and
2 purposes has been completely uninvolved. Nevertheless --

3 MS. FRIEDMAN: That's --

4 THE COURT: -- I -- I believe that individual is an
5 indi -- indispensable party and I -- it may be something that
6 needs to be initiated through a separate paternity action with
7 that individual named. It may ultimately lead to a default.
8 And certainly the cases would be related. But starting with
9 Plaintiff's side -- I -- I want to hear from both sides in
10 that regard in terms of how we deal with that so that we don't
11 -- it doesn't create issues down the road that we have a
12 biological father that comes down -- it -- comes in years
13 later and says wait a second, you adjudicated my rights and I
14 wasn't even notified of it.

15 MS. FRIEDMAN: Yes, Your Honor. I think that you're
16 absolutely right. I don't -- I don't mind going forward and
17 -- and in attempting to start a paternity action for that
18 child so long as Mom cooperates with the information regarding
19 that individual.

20 THE COURT: Okay. Mr. Schaller?

21 MR. SCHALLER: Yes, Your Honor. And because there's
22 been no termination of parental rights in this case and it's
23 acknowledged by all parties currently that there's another
24 person who is the biological father, I think where we are

1 currently is Mr. Eorio has no legal standing currently without
2 that determination of parental rights as to father Gianni as
3 opposed to the older two. Although, he would have standing
4 under what I call the grandparents statute which also would
5 extend standing to Mr. Eorio is somebody with whom obviously
6 Gianni has lived and who has a father-like or equitable father
7 as it's phrased relationships. We understand the relationship
8 is there, but in -- in this case in terms of trying to make an
9 award of either legal or physical custody rights, it's
10 premature without having the paternity action --

11 THE COURT: Well, and --

12 MR. SCHALLER: -- as regards --

13 THE COURT: -- and I agree. I -- I think there
14 needs to be some type of a paternity action. Certainly, there
15 is a -- there is a basis to find the Plaintiff, Mr. Eorio, as
16 the father because the child was born during the marriage. So
17 certainly there -- there is that basis; however, as -- as
18 Counsel are aware, the conclusive presumption with respect to
19 DNA, I -- that individual needs to be named and given notice.
20 And I would relate the matter to this. And ultimately, I can
21 make determinations as to paternity in that matter as a
22 related case. I think Ms. Friedman's -- her -- her point was
23 obviously in initiating that, there's going to be -- they're
24 -- it may be important to -- if there's information that Mom

1 has in regards to this individual and his whereabouts where he
2 can possibly be served, that becomes relevant and important.
3 I don't know if she has that information or perhaps can obtain
4 that information, but that may be helpful to make that process
5 go a -- a little quicker.

6 MR. SCHALLER: We -- we will cooperate fully in that
7 regard, Your Honor.

8 THE COURT: Okay. All right. So that -- that is
9 something separate that needs to take place. But regardless,
10 we -- and -- and certainly if -- if that comes to fruition and
11 -- and ultimately they're -- that individual is not
12 necessarily interested in establishing rights of paternity,
13 that won't necessarily impact how the overall custody aspect
14 proceeds because we've got two older children that ultimately
15 were going to -- are going to be the focus of these
16 proceedings moving forward in the short term and the long run.

17 With that being said, and I know relocation creates
18 a number of different dynamics, and -- and I am -- my -- my
19 approach in general is I'm not -- I'm not inclined to grant
20 these typically on -- on a temporary basis. Generally, I'm
21 going to set evidentiary proceedings, take evidence, and make
22 a decision. So it's -- it's fairly rare that I will grant a
23 relocation on a temporary basis simply because of the
24 ramifications of that decision. And once I make the decision,

1 it's -- it's hard to retract that. So that's an important
2 part of the discussion. It's my understanding that both
3 parties have a history in New Mexico. They've got
4 connections. It sounds like Dad's got more connections
5 perhaps than Mom, but it -- it -- and the primary motivation
6 shared in Dad's papers relates to those connections and that
7 is -- is where the -- the parties have previously lived.
8 They've got family relations there.

9 And -- and often times when I -- when I hear that as
10 a primary motivation -- moti -- motivating factor, certainly
11 it -- it sounds compelling, but I'm often times looking for
12 more than just returning to home or that feeling of returning
13 home. I get that and I understand that. And sometimes that
14 feels compelling, but it becomes a matter of determining under
15 the statute what -- if -- if the evidence satisfies the
16 elements of a relocation.

17 Understanding that it also begs the question on the
18 flip side. As much as re -- returning home often times
19 standing alone is not persuasive enough for a relocation, I
20 have to look at this on the flip side as well. And this is
21 more on Mom's side. And -- and that -- and the natural
22 question for me is why Las Vegas? Why remain in Las Vegas?
23 Is there some reason Las Vegas, given the fact that the
24 parties previously lived in New Mexico, it -- I'm not sensing

1 from what I'm reading that there's necessarily a career path
2 in Las Vegas that cannot be pursued elsewhere including in New
3 Mexico.

4 So these are tough decisions. I don't relish making
5 relocation decisions. They're some of the most difficult and
6 challenging decisions because there often times is not a
7 middle ground. And we're looking at a school parent versus a
8 -- a vacation time parent. And -- and so those become some of
9 the dynamics that I'm looking at when I'm adjudicating a
10 relocation issue. But they are extremely challenging.

11 And so that being said, I just wanted to give you a
12 feel from where I'm at after having reviewed the papers. It
13 is Plaintiff's motion, so I do want to hear from Counsel for
14 both parties briefly. Ms. Freedom -- and -- Friedman -- and
15 understanding we're going to be coming back in 60 days. Ms.
16 Friedman, anything you wanted to add?

17 MS. FRIEDMAN: Your Honor, there's not too -- too
18 much to add that wasn't included in our pleadings. I did want
19 to touch base on a couple things that have happened in the
20 household since. As you're aware, the parties are still
21 residing together.

22 THE COURT: Right.

23 MS. FRIEDMAN: My client and I had a discussion
24 about that a couple days ago in regards to separating.

1 Obviously if we do that, we need to come up with some sort of
2 temporary custodial order. I do believe on a temporary basis
3 Counsel and I can -- can arrange that with one another. But
4 -- or just that -- there are some concerns in regards to Mom's
5 behavior. She does have a boyfriend right now which I
6 understand pursuant to Nevada law that there's -- there's not
7 a huge, huge issue with that; however, that -- the child
8 Harley saw Mom's phone a couple days ago, you know, with this
9 new lover's messages to Mom and of course, you know, a child
10 shouldn't see that.

11 It was -- for -- for -- just so you're aware, it was
12 one of the biological children. And her dad is still in that
13 house, you know. So that's -- that's kind of tough.

14 One -- one of the girls also started puberty to put
15 it politely and Mom wasn't around to answer questions or seek
16 guidance and, you know, that's something that shouldn't be
17 happening with a soon-to-be teenage daughter and her mom. Mom
18 goes out all the time and parties and prioritizes that over
19 the children. So it's just tough.

20 My -- my client would like to move out of the
21 marital home just because, you know, they're -- it's a bit
22 tense. But he worries if -- if he does and the kids are with
23 Mom, who's going to take care of these children because even
24 when she's at -- at the house she's not taking care of them.

1 So that -- that's -- that's all that we wanted to add in
2 addition to what was in the pleadings. I'm hopeful that we'll
3 be able to work it out, but I just think that Your Honor
4 should be aware of -- of those items.

5 THE COURT: Before I hear from Mr. Schaller, let me
6 -- I -- I want to add -- ask some questions and I want to hear
7 from both sides in -- in this regard. What -- does have --
8 Dad have any family connections here in Nevada?

9 MS. FRIEDMAN: No, Your Honor.

10 THE COURT: And no -- no family whatsoever?

11 MS. FRIEDMAN: That is correct.

12 THE COURT: Okay. And -- and his -- as far as his
13 employment, the -- the reference in the papers is that -- that
14 he indicates -- it's my understanding he's working
15 part-time --

16 MS. FRIEDMAN: Yes, Your Honor.

17 THE COURT: -- for AutoZone? And --

18 MS. FRIEDMAN: -- Yes.

19 THE COURT: And that ultimately is part of his
20 request to relocate. This would be a lateral transfer to an
21 AutoZone in New Mexico?

22 MS. FRIEDMAN: Yes, Your Honor. Hopefully with the
23 possibility of more hours. But yes, to the same -- to the
24 same job site. Yes.

1 THE COURT: Okay. All right. Let me hear from --
2 let me hear from Mr. Schaller.

3 MR. SCHALLER: Yes, Your Honor. And first of all,
4 as regards to the issue with people dating and so forth, Mr.
5 Eorio my understanding is sleeping on the couch in the
6 residence with his current girlfriend. So it is obviously an
7 awkward situation for both parties. The fact that Mom is
8 dating currently I don't think is relevant under the statute.
9 But when you look at the fact that Mr. Eorio is effectively
10 cohabiting within the residence with his girlfriend, you know,
11 it -- it's something where in terms of the stress in the
12 household it's more I think the visible presence of his
13 significant other that's causing stress within the household.

14 In terms of allegations that Mom is not around, Mom
15 is working a demanding job while she's always been the primary
16 income earner within the household.

17 So she -- she is the one, for instance, who pays all
18 the rent. Mr. Eorio has not been contributing to the rent.
19 He's been withdrawing basically all or nearly all of his
20 paychecks when he gets them, basically the day after they're
21 deposited, so Ms. Eorio is left on her own part to pay the
22 rent and pay all the other household expenses. So the fact
23 that she's working to do that and provide for the household
24 does mean that occasionally she'll be at work when things

1 happened like a child is maturing physically and she has to
2 wait until she gets home from work to speak to the child.
3 That's perfectly natural. It's not at all objectionable. And
4 there's no penalty for people working and still being an
5 involved parent.

6 In terms of why the move from New Mexico, it's
7 twofold. She had a good job offer here in Las Vegas and at
8 the time they were also seeking to get out from under the
9 shadow of Mr. Eorio's family where it was somewhat suffocating
10 from a social perspective. So they came here. They
11 effectively settled down. Mom has currently a very good job
12 as an area manager for IHOP. So she is currently providing
13 for the entire household. Currently, Mr. Eorio included
14 because he's not contributing to rent with that very good job
15 here in Las Vegas.

16 She's never tried to keep the kids away from New
17 Mexico family. It's very easy for people to travel for
18 vacation to Las Vegas; the kids traveled to New Mexico over
19 the summer to visit with relatives. So she completely
20 supports their maintaining close relationships with the family
21 in New Mexico.

22 However, the reality is in 20 years or 30 years, I
23 mean, we've all been through this. You're close with your
24 cousins. In 20 years or 30 years you're close with your

1 parents as they age and generally with your siblings, not so
2 much with extended family most of the time. When you look at
3 what they propose as a parenting schedule, when -- if Mr.
4 Eorio were granted permission to go back to New Mexico, just
5 to highlight that, he's not seeking to maintain strong
6 relationships between Mom and the kids.

7 They're proposing six weeks during the summer and
8 two weeks during the school year or in a year where she gets
9 Thanksgiving, two-and-a-half weeks. So they're only proposing
10 eight-and-a-half weeks of contact between Mom which is --
11 along with Mr. Eorio the most profound social relationship
12 that these children are going to have. They're going from Mom
13 being in the household 24/7 to Mom getting eight-and-a-half
14 weeks under their proposed parenting schedule.

15 So I -- I understand the desire to want to go back
16 home. I also understand that Mr. Eorio who is not paying rent
17 currently might be able to go to a situation back home where
18 he's also not paying rent. But that doesn't outweigh the
19 benefit to the kids of having an involved relationship with
20 both parents, both Mr. Eorio and my client.

21 THE COURT: Oh, the -- the reply suggested that
22 there was a change in Mom's employment and -- and no long --
23 that she was no longer serving as an -- an area manager. Is
24 that -- is that inaccurate?

1 MR. SCHALLER: She -- she lost a job at one IHOP
2 Your Honor, and then two days later got a job as an area
3 manager with I -- I don't know if it's another franchise in
4 terms of IHOP or exactly what the organizational --

5 THE COURT: Okay.

6 MR. SCHALLER: -- structure is but two days later
7 she got another job.

8 THE COURT: Okay. Same -- same position. Not --
9 not demoted. I think the suggestion was she was demoted to
10 being a waitress at IHOP.

11 MR. SCHALLER: Not -- not demoted in the current new
12 position, Your Honor. Correct.

13 THE COURT: Okay. A similar question. In terms of
14 family contacts, it's my understanding that Mom's parents are
15 here in Las Vegas; is that correct?

16 MR. SCHALLER: Lisa -- oh, your parents are here in
17 Las Vegas?

18 THE DEFENDANT: My mother as well as my aunts and
19 uncles are here in town. My dad is the only one in New
20 Mexico.

21 THE COURT: Okay. All right. And are -- are
22 schools in Las Cruces doing online distance learning or are
23 they in school? Do we know?

24 MS. FRIEDMAN: Your Honor, that's something --

THE PLAINTIFF: Online.

1 MS. FRIEDMAN: -- I would have to --
2 THE PLAINTIFF: Doing online.
3 MS. FRIEDMAN: -- look into.
4 THE COURT: What?
5 THE PLAINTIFF: Some are doing in school.
6 THE COURT: Some are doing in school?
7 THE PLAINTIFF: Yes, sir.
8 THE COURT: Okay. All right. All right. Well,
9 here -- here's -- I -- I am -- I -- I have issued the referral
10 for mediation. I -- I want you to talk. And listen, I -- I
11 -- to be clear, and I know the paper -- the paperwork filed --
12 Mom's motion clearly outlined the reasons for the move to Las
13 Vegas. That's not what I was questioning. I -- I clearly
14 understand that and it was -- there was some family dynamics
15 in place. And so I -- I don't question what the motivations
16 were and it sounds like there was a career opportunity for Mom
17 to come out here. My question was more prospective. Why Las
18 Vegas prospectively? Just as I have to ask the question was
19 Las Cruces, New Mexico prospectively? And that's ultimately
20 what it comes down to in a relocation and looking at this
21 issue and what's in the best interest of -- of the minor
22 children.
23 My preference is that both Mom and Dad are in the
24 same place. It makes it easier for me. Whether it's here in
Las Vegas, Nevada or in Las Cruces, New Mexico or some other

city, my preference is the parents are near each other because
1 I do believe your children benefit from having the involvement
2 of both of you. But when a distance is created because only
3 parent is here and one parent is in another location, that
4 creates an issue that ultimately it may be in my lap. I hope
5 I don't have to make that decision. I hope the two of you as
6 parents can make that decision.

7 MR. SCHALLER: Yeah, and we're --

8 THE COURT: But those are the -- those are the types
9 of questions I have to look at. Why Las Vegas, Nevada? Why
10 Las Cruces, New Mexico? And --

11 MR. SCHALLER: But Your Honor, to -- if -- if I can
12 interject as regards to future career wise here, it -- you
13 know, I think if you look at least historically how COVID has
14 changed a lot for the country as a whole in terms of the way
15 the economy looks going forwards. But, historically, Las
16 Vegas has been a very dynamic economy with great opportunity
17 in for instance the restaurant's base. And Ms. Eorio has a
18 very good job here. So it is the type of job where you can
19 repot it to another location but it's not as easy as, you
20 know, just clicking a switch and saying I'm going to get the
21 same job in Las Cruces.

22 And the Las Cruces economy may not really offer the
23 exact same job right now or in six months time. I mean, that
24 -- you know, good jobs are important. You build good will in

relationships within the area where you're currently working
1 both physically and vocationally. And they -- they already
2 made the move last fall when she had a job lined up. Had she
3 not been here and already established her contacts here, if --
4 when she lost the last job at the IHOP, had she just moved
5 here in the middle of June, I think it's very unlikely she
6 would have found her current role.

7 So asking her to go back to Las Cruces, there can be
8 a cost to everybody in that the job may not be the same and
9 the compensation may not be the same.

10 THE COURT: Well, and -- and certainly. That --
11 that -- if we get to evidentiary proceedings, that's somewhat
12 the expectation of what I expect to hear from both sides.
13 What -- what opportunities exist? Listen. I think overall
14 things are precarious financially wherever you look. I think
15 Las Vegas is -- has been and will continue to be impacted
16 because of this pandemic in a very unique way because it's so
17 dependent on tourism. But all -- all of that being said, it
18 -- those are the natural questions that are going -- that I'm
19 going to have to look at from the standpoint of what is in
20 your children's best interest.

21 And to the extent that Mom and Dad can sit down in
22 -- in mediation, have some discussion, and perhaps get on the
23 same page as to where they're going to be that may benefit
24 your children. That becomes important for the Court because I

want you to have that discussion.

1 I'm not making any orders today in regards to living
2 arrangements. I know that's been referenced. That's not
3 really before me in the papers in terms of a request for
4 exclusive possession. I do expect that both parties are going
5 to be working full-time ultimately. I know that's part of
6 Dad's motion as he believes that perhaps there's a greater
7 opportunity for him to get full-time hours in New Mexico.
8 That becomes part of the evidentiary package that I'm going to
9 look at. But that is part of my expectation is that you're
10 both going to be full-time employees.

11 I encourage Counsel to have dialogue about the
12 living situation. I'm hearing from both sides that it's
13 creating some conflict. And I get the fact that it ultimately
14 may benefit both parties, and more significantly, the children
15 to ultimately see the parties separate. Financially, I don't
16 know how that's accomplished currently. And certainly there
17 may be creative ways that you can deal with that on a very
18 short term basis.

19 Even exploring -- I don't know if there's a
20 possibility of any type of nesting arrangement. And what I
21 mean by a nesting arrangement is -- and this is something
22 that's very short term and I don't often engage in it, but
23 something that you may want to talk about if it relieves some
24 of the stress in the home and -- and allows the children a

1 little more freedom in -- in loving both parents. But nesting
2 is where the children stay in the home and then Mom and Dad
3 alternate being in the home. And that's how custody is
4 alternated. It doesn't work long term and it would require
5 that Mom and Dad each have a place that they can go to when
6 it's not their time. I don't know if that exists with Mom has
7 family members here in Las Vegas. Perhaps that -- there's an
8 opportunity there.

9 I understand Dad does not have family members here
10 in Nevada, but if he -- if there are friend connections or if
11 -- and it sounds like both parties may be moving on in -- in
12 new relationships which is neither here nor there; that's
13 something for Counsel to explore as a possibility to relieve
14 that stress. But it's not something that's before me, but I
15 encourage you to -- to have that dialogue. And -- and
16 whatever we can do to insulate the children, if -- if it's not
17 a nesting arrangement, certainly you can have discussions and
18 create a stipulation about appropriate behaviors and -- and
19 perhaps each parent has a room that is assigned -- they have
20 exclusive possession of a room.

21 I just throw that out as some ideas for discussion
22 to try and minimize the stress and anxiety that is natural as
23 part of these divorce proceedings. So you'll participate in
24 mediation. I -- I encourage you to be productive in those
communications. It doesn't mean you have to reach an

1 agreement, but trying to get on the same page for the benefit
2 of your children ultimately will be in their best interest.

3 So we'll come back in 60 days, see where things
4 stand. We'll continue the case management conference to that
5 date. And we'll see where you're at and then at that point
6 discuss further proceedings. Okay?

7 MR. SCHALLER: Thank you, Your Honor.

8 THE COURT: Do we need an order prepared from today
9 or are the minutes sufficient?

10 MS. FRIEDMAN: I think the minutes are sufficient,
11 Your Honor.

12 MR. SCHALLER: Yes, Your Honor. I agree.

13 THE COURT: Okay. All right. The minutes will
14 stand. I appreciate your appearances. And we'll see you in
15 60 days.

16 MR. SCHALLER: Thank you.

17 MS. FRIEDMAN: Thank you.

18 MR. SCHALLER: Have a good day, Your Honor.

19 THE COURT: Thank you.

20 (PROCEEDINGS CONCLUDED AT 9:54:02)
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Adrian Medhono

D-20-608267-D EORIO 08/26/20 TRANSCRIPT
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1 **TRANS**

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5 **EIGHTH JUDICIAL DISTRICT COURT**
6 **FAMILY DIVISION**
7 **CLARK COUNTY, NEVADA**
8

9 JOEL EORIO,)
10 Plaintiff,) CASE NO. D-20-608267-D
11 vs.) DEPT. Q
12 LISA EORIO,) APPEAL NO. 83132
13 Defendant.)
14

15 BEFORE THE HONORABLE BRYCE C. DUCKWORTH
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: ALL PENDING MOTIONS

18 MONDAY, NOVEMBER 2, 2020

19 APPEARANCES:

(PARTICIPANTS APPEAR VIRTUALLY)

19 The Plaintiff: JOEL EORIO
20 For the Plaintiff: JESSICA M. FRIEDMAN, ESQ.
170 S. Green Valley Pkwy., #300
21 Henderson, Nevada 89012
(702) 990-3119
22 The Defendant: LISA EORIO
23 For the Defendant: JOHN F. SCHALLER, ESQ.
2246 Darwin Cir.
24 Henderson, Nevada 89014
(203) 209-7600

1 LAS VEGAS, NEVADA

MONDAY, NOVEMBER 2, 2020

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 10:23:04)

4

5 THE COURT: We are on the record in the Eorio
6 matter, case D-20-6 -- 608267-D. Starting with Plaintiff's
7 side, please confirm your appearances.

8 MS. FRIEDMAN: Jessica Friedman, bar number 13486,
9 present on behalf of Joel Eorio.

10 THE COURT: Good morning. And now Defendant's side.

11 MR. SCHALLER: Good morning, Your Honor. John
12 Schaller, Nevada Bar Number 15092, present via video
13 conference on behalf of Defendant Lisa Eorio who is also pre
14 sent via BlueJeans video conference.

15 THE COURT: Good morning. All right. And this is
16 the time set for return hearing from mediation and also our
17 case management conference. I do note for the record there --
18 there is a motion hearing that's currently scheduled for
19 December 15th at 9:00 a.m. on -- on Defendant's motion for
20 exclusive possession. Let me start by asking I -- well, let
21 me note for the record, I did receive -- but I have not
22 reviewed, there -- there were two parenting agreements
23 developed in mediation. One, if relocation is granted; one,
24 if relocation is denied. So I haven't reviewed those, but I

1 just wanted to note that for the record it looks like there
2 was constructive time spent in mediation.

3 That being said, and I know we took a little break
4 to allow Counsel to -- to have at least some communication, I
5 -- I don't know if it was involved to something temporary --
6 something temporary or -- or as far as the -- the resolution
7 of the underlying issues before the Court today, but where do
8 we stand? Any -- any stipulations?

9 MS. FRIEDMAN: So, Your Honor, I do believe that the
10 parties agreed to those parenting plans. It just depends on
11 the relocation, of course.

12 THE COURT: Right.

13 MS. FRIEDMAN: My -- I've had communications with
14 Opposing Counsel and I believe everyone is of the same
15 agreement that, you know, it's not in -- the parties do need
16 to separate households at some point. The -- the problem is
17 my client doesn't have a whole lot of money. I did instruct
18 him he needs to go look for places and he needs to do that as
19 soon as possible. Obviously, we're -- you know, we're going
20 to be filing an opposition. I spoke to my client earlier
21 today and he said that he needs at least two more months to be
22 able to save money for the deposits in order to get a place.
23 So it -- we're -- we're making progress and if he had the
24 financial wherewithal, I -- I would be able to say yes, he can

1 leave the house today and we can agree to that. I just -- I
2 can't put him in a -- and -- and I can't -- you know, we can't
3 agree to that and put him in a place where it leaves him
4 destitute and he has nowhere to go.

5 THE COURT: Okay.

6 MR. SCHALLER: Your -- Your Honor, we had new
7 information come to light concerning the criminal history of
8 Mr. Eorio's girlfriend, Jessica Carpenter, who is currently
9 residing in the house, unfortunately, which is part of what's
10 led to this motion for exclusive possession. But, apparently,
11 she had represented at least to my client that she had a
12 criminal conviction for burglary. It turns out she has a
13 felony conviction in Arizona for contributing to the
14 delinquency of a minor. She also, on information and belief,
15 has had at least a couple of her own children taken from her
16 by CPS in Arizona. So, obviously, this is troubling
17 information.

18 I would say there -- there are two issues. One, the
19 -- the agreements that came out from mediation based on the
20 information that was in front of the parties at the time, I
21 understand how they were arrived at; however, with the
22 situation where we have a woman who may be exposing the minor
23 children in this case to ongoing risk and certainly ongoing un
24 -- unhealthy influences, we're not prepared to say that the

1 agreements that were reached in mediation are currently, based
2 on that information, good agreements. I reached out to Ms.
3 Friedman -- and Attorney Friedman has been extremely
4 responsive and good to work with in this case I would say, but
5 unfortunately we are going to then have to file a -- a motion
6 for an order shortening time as regards to the motion for
7 exclusive possession. It's just not a healthy environment to
8 have somebody with a -- a felony conviction where she had
9 served seven years probation in Arizona for contributing to
10 the delinquency of a minor who also has lost children of her
11 own to CPS.

12 And there are other issues that we -- were raised in
13 a motion for order shortening time as well. It's not healthy
14 to have that presence in the house.

15 THE COURT: Okay.

16 MS. FRIEDMAN: But Your Honor, just -- just brief --
17 just briefly so you have some information; first of all, I --
18 I understand Counsel's point of view and that's likely what
19 he's been told from his client. We haven't seen, you know,
20 any evidence to -- to support those allegations, for one.
21 Two, this person is not my client's girlfriend. It was a
22 mutual friend of Husband and Wife, a mutual friend that
23 they've known for quite some time. And so it -- it -- you
24 know, obviously people take different sides when it comes to

1 divorce. And so I -- you know, I would venture to guess that
2 this joint friend was now speaking to my client's side. And
3 that's neither here nor there. But it's interesting because
4 Mom had no problem with this woman around her kids for -- and
5 -- and delegated a lot of the tasks for her children to go to
6 and from places and help with school and -- and everything for
7 quite some. And all of a sudden now because she wants her
8 husband out of the house on an expedited basis, she's saying
9 that this person is no longer safe to be around the -- the
10 children. So the -- the timing is -- is, you know, something
11 to bring forward, so to speak.

12 So either way, like I -- like I said before, we're
13 going to be, you know, filing an opposition whether the order
14 shortening time is granted or not. I'm sure Your Honor will
15 be fully briefed on both sides and we can make a decision at
16 that point.

17 THE COURT: But this -- this individual is residing
18 in the home?

19 MS. FRIEDMAN: That is correct.

20 MR. SCHALLER: Unfortunately --

21 MS. FRIEDMAN: Yes, she has been --

22 MR. SCHALLER: -- yes.

23 MS. FRIEDMAN: -- for quite some time.

24 MR. SCHALLER: And -- and apparently they are also

1 planning on moving to an apartment together. So his --

2 THE COURT: Okay.

3 MR. SCHALLER: -- good friend is apparently -- at
4 very least a very good friend who he wants to be roomies with
5 in the future, Your Honor.

6 THE COURT: Well, it -- it sounds -- listen, it's
7 not before me today and -- and it sounds like I may be getting
8 a request for an OST. I'll be getting an opposition from the
9 Defendant as well. So I want to be clear. It's not before
10 me. But I some -- I -- I somewhat get the sense from the
11 discussion we're having that -- that it may -- it may resolve
12 itself perhaps in short order if there are efforts that are
13 already being undertaken to re -- relocate from the residence.
14 And under -- also understanding that that's -- one of the
15 requests for the Plaintiff to begin with is permission to
16 relocate. So that -- that ultimately would be the goal I'm
17 presuming of -- of the Plaintiff.

18 So what I'm looking at doing then today, recognizing
19 I'll probably see you here in the near future, is giving you
20 some trial dates as it relates to the underlying request to
21 relocate. And how -- how much time do you need for discovery?
22 Are you ready to go? And how much time do you need for trial?

23 MR. SCHALLER: I would say 90 days for discovery,
24 Your Honor.

1 MS. FRIEDMAN: I would agree with that.

2 THE COURT: So set this sometime in February?

3 MR. SCHALLER: Yes, Your Honor. And I --
4 unfortunately, I think this may --

5 THE COURT: Go ahead.

6 MR. SCHALLER: I apologize, Your Honor.
7 Unfortunately, I think this may be a full day.

8 THE COURT: Okay. That -- that was going to be my
9 next question whether we could take care of this in a half day
10 or a full day. Ms. Friedman, do you agree a full day would be
11 warranted?

12 MS. FRIEDMAN: I agree, yes.

13 THE COURT: So I -- I have dates available on
14 February 11th or February 18th. Do either of those dates
15 work? It would start at 9:00 a.m. It would be a full day.
16 Each party has half the time.

17 MS. FRIEDMAN: Both of --

18 MR. SCHALLER: The 11th works --

19 MS. FRIEDMAN: -- those dates work for our side.

20 MR. SCHALLER: The 11th would work for me, Your
21 Honor.

22 THE COURT: And -- and Ms. Friedman, I didn't -- it
23 was broken up.

24 MS. FRIEDMAN: No problem. The 11th is -- is good

1 for me as well.

2 THE COURT: Okay. So -- so an evidentiary hearing
3 is scheduled for February 11th on the issue of relocation.
4 Let me ask you this. Apart from relocation, this is a divorce
5 action. Is -- do you believe we can try everything together
6 on that day or do we need to set separate proceedings
7 regarding the remaining issues? I don't know that there's
8 much beyond the custody and relocation issues.

9 MS. FRIEDMAN: If these parties don't have a whole
10 lot to divide, I don't -- I think once the relocation is
11 decided I don't think that there's going to be too much
12 difficulty in resolving the rest of it.

13 MR. SCHALLER: I agree, Your Honor.

14 THE COURT: Well, do you want me to set this as a
15 trial on all issues that day?

16 MR. SCHALLER: Yes, please.

17 MS. FRIEDMAN: Yes, please.

18 THE COURT: Okay. So that'll be a trial on all
19 issues. Discovery will close on February 4th. Pretrial memos
20 and exhibits are due on -- no, pardon me. Discovery will
21 close on January 28th with pretrial memos and exhibits due by
22 February 4th, one week before trial. Any witnesses you intend
23 to call at the time of trial must be designated on -- on or
24 before December 18th. That must include the name of the

1 witness, the address of the witness, and a brief description
2 of what the witness has to offer. Do you need any other
3 scheduling items addressed by the Court?

4 MS. FRIEDMAN: I don't believe so, Your Honor.

5 MR. SCHALLER: No, Your Honor.

6 THE COURT: Okay. All right. Then the Court will
7 issue an order based on the minutes with those scheduling
8 items. And -- and then I may see you in the near future as it
9 relates to the -- the underlying motion, but I encourage
10 Counsel to continue your dialogue to see what you can resolve
11 without the need of going down that path.

12 MR. SCHALLER: Hopefully so, Your Honor. Thank you.

13 THE COURT: All right. Any -- any other -- anything
14 else?

15 MS. FRIEDMAN: I don't have anything else, Your
16 Honor.

17 THE COURT: Okay.

18 MR. SCHALLER: Nothing -- nothing else, Your Honor.

19 THE COURT: All right. Thank you for your
20 appearances.

21 MS. FRIEDMAN: Thank you. Bye-bye.

22 (PROCEEDINGS CONCLUDED AT 10:33:07)
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ATTEST: I do hereby certify that I have truly and
correctly transcribed the digital proceedings in the above-
entitled case to the best of my ability.

Adrian Medrano

Adrian N. Medrano