IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

ALEX B. GHIBAUDO,
Appellant/Cross-Respondent,

v.

TARA KELLOGG-GHIBAUDO,
Respondent/Cross-Appellant.

No. 82248

DOCKETING STATEMENT
CIVIL APPEALS

GENERAL INFORMATION

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

WARNING

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

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

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

1. Judicial District Eighth Department H

County Clark Judge Honorable T. Arthur Ritchie, Jr.

District Ct. Case No. D-15-522043-D

2. Attorney filing this docketing statement:

Attorney R. Christopher Reade, Esq Telephone (702) 794-4411

Firm Cory Reade Dows & Shafer

Address 1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128

Client(s) Tara Kellogg-Ghibaudo

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

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

Attorney Alex B. Ghibaudo, Esq. Telephone 702-462-5888

Firm Alex B. Ghibaudo, P.C.

Address 197 E. California Avenue, Ste. 250
Las Vegas, NV 89104

Client(s) Alex B. Ghibaudo

Attorney Michancy M. Cramer, Esq. Telephone (702) 462-5888

Firm Alex B. Ghibaudo, P.C.

Address 197 E. California Avenue, Ste. 250
Las Vegas, NV 89104

Client(s) Alex B. Ghibaudo

(List additional counsel on separate sheet if necessary)

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

- ☐ Judgment after bench trial
- ☐ Judgment after jury verdict
- ☐ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief
- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination
- ☐ Dismissal:
  - ☐ Lack of jurisdiction
  - ☐ Failure to state a claim
  - ☐ Failure to prosecute
  - ☐ Other (specify): _____
- ☒ Divorce Decree:
  - ☐ Original
  - ☒ Modification
- ☐ Other disposition (specify): _____

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

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

None

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

Nevada DHHS Division of Welfare & Support Services (Tara Rae Kellogg) v. Alex Brian Ghibaudo – Eighth Judicial District for Clark County Nevada Case Number R-11-16199-R, Order Upon Consent, January 14, 2021.

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

This was an action before the Eighth Judicial District Court by Respondent TARA KELLOGG ("KELLOGG") to enforce a February 1, 2017 Decree of Divorce due to Appellant ALEX GHIBAUDO's ("GHIBAUDO") refusal to pay family support and medical insurance from February 2017 to date. KELLOGG filed numerous contempt motions and obtained Orders to enforce and to hold GHIBAUDO in civil contempt over the past four years. In May 2019, GHIBAUDO filed a Motion to Modify Spousal Support. KELLOGG filed an Opposition and Countermotions for an Order to Show Cause and to Enforce the Decree of Divorce. The District Court conducted an evidentiary hearing on September 17th, 2020. On November 10, 2020, the District Court entered judgment enforcing the Decree of Divorce and reducing family support arrears to Judgment against GHIBAUDO. The Court entered Judgment in the sum of $69,924.00 for family support arrears for the period of October 2017 to April 2019 and $47,500.00 for arrears for the period of May 2019 to September 2020. The District Court ordered GHIBAUDO to pay $2,500 per month in spousal support commencing October 1, 2020. The Notice of Entry of Judgment was entered November 20th, 2020.

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

1. Whether the District Court erred when it modified family support that was the product of a settlement agreement placed on the record.
2. Whether the Decree of Divorce was modifiable when the product of a negotiated settlement for which consideration was given.
3. Whether the District Court erred when in calculating Appellant's gross income pursuant to the Decree of Divorce for purposes of arrears and modification of income.
4. Whether the District Court erred when it failed to award medical insurance arrears to Respondent/Cross-Appellant.
5. Whether the District Court erred when it held that Cross-Appellant was willfully unemployed and imputed income to Cross-Appellant without considering any evidence to support such a proposition for purposes of spousal support calculations.

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

Cross-Appellant has no knowledge of any other appeal raising the same or similar issues as raised in this instant appeal.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:

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

Pursuant to NRAP 17(b)(10) which provides that "Cases involving family law matters other than termination of parental rights or NRS Chapter 432B proceedings" shall be assigned to the Court of Appeals.

Cross-Appellant KELLOGG believes that the Supreme Court should retain this matter due to Appellant being a licensed attorney regulated by the Supreme Court and that payment of family support is regulated under the Supreme Court Rules by the Supreme Court.

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

Was it a bench or jury trial? Evidentiary hearing to the Court

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 11/10/2020

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

17. Date written notice of entry of judgment or order was served 11/20/2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

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

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

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

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed 12/17/2020

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

Appellant Alex B. Ghibaudo: Notice of Appeal Filed December 14, 2020

Cross-Appellant Tara Kellogg: Notice of Appeal filed December 17, 2020

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

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

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

(a)

☒ NRAP 3A(b)(1)	☐ NRS 38.205
☐ NRAP 3A(b)(2)	☐ NRS 233B.150
☐ NRAP 3A(b)(3)	☐ NRS 703.376
☐ Other (specify)	

(b) Explain how each authority provides a basis for appeal from the judgment or order: NRAP 3A(b)(1) states than an appeal may be taken following a judgment in the court. On November 10, 2020 the District Court rendered Judgment in this matter. On November 20, 2020 the Notice of Entry of Judgment was filed.

22. List all parties involved in the action or consolidated actions in the district court:
(a) Parties:

Tara Kellogg-Ghibaudo – Plaintiff

Alex B. Ghibaudo - Defendant

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

Not Applicable

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

Respondent TARA KELLOGG ("KELLOGG") brought claims for contempt and to enforce a February 1, 2017 Decree of Divorce against Appellant ALEX GHIBAUDO ("GHIBAUDO"). In May 2019, Appellant GHIBAUDO brought a Motion to Modify the Decree of Divorce. All of the foregoing claims were resolved in the November 10th, 2020 Order and Judgment.

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

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

VERIFICATION

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

Tara Kellogg	R. Christopher Reade, Esq
Name of appellant	Name of counsel of record
01/25/2021	/s/ R. Christopher Reade
Date	Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 25th day of January ,2021 , I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

See attached

Dated this 25th day of January ,2021

/s/ R. Christopher Reade
Signature

CERTIFICATE OF SERVICE

I certify that I am a representative of CORY READE DOWS & SHAFER and that on this 25th day of January, 2021, I caused the foregoing RESPONDENT/CROSS-APPELLANT'S DOCKETING STATEMENT to be to be served as follows:

■ **NEFCR System upon the following All Parties in accordance with NEFCR 9 and 13**

Alex B. Ghibaudo, Esq.
Michancy M. Cramer, Esq.
ALEX B. GHIBAUDO, P.C.
197 E. California Avenue, Suite 250
Las Vegas, Nevada 89104
Attorneys for Appellant Alex B. Ghibaudo

Israel Kunin, Esq.
KUNIN LAW GROUP
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
Settlement Judge

☐ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

■ **By First-Class United States Mail, postage prepaid upon the following Parties, for whom no compliance with the Electronic Service requirements has been undertaken.**

Alex B. Ghibaudo, Esq.
Michancy M. Cramer, Esq.
ALEX B. GHIBAUDO, P.C.
197 E. California Avenue, Suite 250
Las Vegas, Nevada 89104
Attorneys for Appellant Alex B. Ghibaudo

Israel Kunin, Esq.
KUNIN LAW GROUP
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
Settlement Judge

☐ **Personal Service upon the following parties or their Counsel:**

By direct email upon the following Parties, for whom I did not receive, within a reasonable time indication that the transmission was unsuccessful.

By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.

/s/ Andrew M. David
A Representative of CORY READE DOWS & SHAFER

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CLERK OF THE COURT

COMP
SIGAL CHATTAH
Nevada Bar No.: 8264
CHATTAH LAW GROUP
5875 S. Rainbow Blvd #203
Las Vegas, Nevada 89118
Tel:(702) 360-6200
Fax:(702) 643.-6292
Chattahlaw@gmail.com
Attorney for Plaintiff
Tara Kellogg- Ghibaudo

DISTRICT COURT
(Family Division)
CLARK COUNTY, NEVADA
*****

TARA KELLOGG GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

Case No.: D-15-522043-D
Dept. No.: T

COMPLAINT FOR DIVORCE

COMES NOW, Plaintiff, TARA KELLOGG GHIBAUDO, by and through her attorney of record, SIGAL CHATTAH, ESQ., of the law firm CHATTAH LAW GROUP who hereby complains and alleges against Defendant, ALEX GHIBAUDO as follows:

FIRST CLAIM FOR RELIEF: DIVORCE

1. That Plaintiff, for a period of more than six (6) weeks immediately preceding the filing of this action, has been and now is an actual, bona fide resident of the State of Nevada, County of Clark, and has been actually physically present and domiciled in Nevada for more than six (6) weeks prior to filing this action.

2. That Plaintiff and Defendant were married on the December 30, 2001 in Las Vegas, Nevada, and have been and still are husband and wife.

3. That there is one (1) minor child who is issues of this marriage by the parties to wit: NICOLE GHIBAUDO born on May 17, 2001 and Plaintiff is not currently pregnant.

4. That the State of Nevada is the habitual residence of the minor child.

5. That there is community property which needs to be adjudicated by the Court. Plaintiff asks permission of this Court to amend this Complaint to insert this information when it becomes known to Plaintiff or at the time of trial.

6. That there are community debts which need to be adjudicated by the Court. Plaintiff asks permission of this Court to amend this Complaint to insert this information when it becomes known to Plaintiff or at the time of trial.

7. That the Parties are requesting that this Court award the Joint Legal Custody with Plaintiff awarded primary physical custody.

8. That Defendant pay child support of $1,091.00 per child, per month, or 18% of his gross monthly income, whichever is greater. That Defendant provide health insurance for the minor child and that the parties equally divide any unpaid or unreimbursed medical expenses.

9. That Plaintiff shall be awarded spousal support.

10. That Defendant has engaged in individual act or course of individual actions which individually, or together have constituted marital waste, and therefore Plaintiff shall be compensated for the loss and enjoyment of said wasted community assets.

11. That during the course of said marriage, the tastes mental disposition, views, likes and dislikes of Plaintiff and Defendant have become so widely divergent that the parties have become incompatible in marriage to such an extent that it is impossible for them to live together as husband and wife; that the incompatibility between Plaintiff and Defendant is so great that there is no possibility of reconciliation between them.

WHEREFORE, Plaintiff prays for a Judgment as follows:

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

2. That the Plaintiff be awarded primary physical custody of the minor child with the Parties awarded joint legal custody.

3. That Defendant shall pay child support of $1091.00 per month, or, 18% of his gross monthly income, whichever is greater.

4. That Defendant provide health insurance for the minor child and that the parties equally divide and pay any unpaid medical expenses of the minor child.

5. That the Community property and community debts be equitably divided between the Parties.

6. That Plaintiff be awarded spousal support;

7. That the Court grant the relief requested in this Complaint

8. For Plaintiff's costs, disbursements and attorney's fees.

9. For such other relief as the Court finds to be just and proper.

DATED this 1st day of October, 2015.

CHATTAH LAW GROUP

SIGAL CHATTAH, ESQ.
Nevada Bar No.: 8264
CHATTAH LAW GROUP
5875 S. Rainbow Blvd #203
Las Vegas, Nevada 89118
Tel:(702) 360-6200
Fax:(702) 643-6292
Attorney for Plaintiff

ACC
ALEX GHIBAUDO, ESQ.
Nevada Bar No. 10592
SCHWAB LAW GROUP
2800 W. Sahara Ave., Suite 1H
Las Vegas, Nevada 89102
Tel. (702) 489-4442
Fax. (702) 489-4812
Defendant in proper person

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

****

TARA KELLOGG-GHIBAUDO,	)	
	)	Case No.: D-14-522043-D
Plaintiff,	)	Dept. No.: T
	)	
vs.	)	
	)	
ALEX GHIBAUDO,	)	
	)	
Defendant.	)	
	)	

Answer to Plaintiff's Complaint for Divorce

Defendant Alex Ghibaudo, Esq., in proper person, submits this Answer to Plaintiff's Complaint for Divorce, and admits, denies and alleges as follows:

1. Answering Paragraphs 1, 2, 3, 4, 5, 6, 7, 9, and 11 admits the allegations contained therein.
2. Answering Paragraphs 8 and 10 Defendant denies the allegations contained therein.

Dated this 9th day of November, 2015.

Schwab Law Group

/s/ Alex Ghibaudo
Alex Ghibaudo, Esq.

Certificate of Mailing

I hereby certify that on the 9th day of November, 2015, I served a copy of the Answer to the following individual by email as previously agreed and via Wiznet, the court's electronic filing system, as provided in the Nevada Rules of Civil Procedure, Nevada Electronic Filing Rules, and the Eighth Judicial District Court's local rules:

Tara Kellogg-Ghibaudo
c/o Sigal Chattah, Esq.
5875 S Rainbow Blvd # 204
Las Vegas, NV 89118
chattahlaw@gmail.com

/s/ Alex Ghibaudo, Esq.
Defendant in proper person

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CLERK OF THE COURT

DECD
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: T DATE OF HEARING: 1/10/2017 TIME OF HEARING: 9:00 A.M.

DECREE OF DIVORCE

This matter came on for hearing at the above date and time before the Honorable Lisa M. Brown, District Court Judge, Family Division. Plaintiff, Tara Kellogg Ghibaudo, was present and represented by Marshal S. Willick, Esq., and Trevor M. Creel, Esq., of the WILLICK LAW GROUP, and Defendant, Alex Ghibaudo, was present and represented himself in proper person.

Alex was duly and regularly served with a copy of the *Summons* and *Complaint for Divorce*, filed on October 1, 2015, and he filed his *Answer to Complaint for Divorce* on November 11, 2015. The Court was fully advised as to the law and the facts of the case, and therefore finds and orders as follows:

1. This matter was submitted to the Court for entry of a *Decree of Divorce* and this Court has complete jurisdiction in the premises, both as to the subject matter and the parties under Chapter 125 of the Nevada Revised Statutes.

Non-Trial Disposition:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Disposition:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

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Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

2. The parties were married on December 30, 2001, in Las Vegas, Nevada, and have been continuously married since that time.

3. Tara and Alex are actual bona fide residents of the County of Clark, State of Nevada, and Tara was actually domiciled herein for more than six weeks prior to the filing of her *Complaint for Divorce*.

4. There is one minor child born the issue of this marriage, specifically, Nicole Ghibaudo, born on May 17, 2001, and Tara is not currently pregnant.

5. The State of Nevada is the home state of the minor child.

6. All of the jurisdictional allegations contained in Tara's *Complaint* are true as therein alleged and Tara is entitled to a *Decree of Divorce* from Alex on the grounds set forth in her *Complaint*.

7. Alex, having filed his *Answer*, has waived the formal rendition of findings of fact and conclusions of law beyond those contained herein.

8. There are community assets and debts which have been determined and divided by the parties as more fully set forth herein.

9. The parties tastes, natures, views, likes, and dislikes have become so widely separate and divergent that they are incompatible in marriage with no possibility of reconciliation.

10. The following *Decree of Divorce* contains terms and provisions that are fair and equitable. It is acknowledged and agreed that Plaintiff's attorneys, of the WILLICK LAW GROUP, have not undertaken any independent investigation as to the nature, extent, or valuation of the subject assets and obligations. Accordingly, all counsel of the WILLICK LAW GROUP, and all employees of the WILLICK LAW GROUP are held harmless from liability relating to the valuation and division of community assets and debts.

11. The parties reached a global settlement on all issues pending before the Court as a result of a settlement conference held with Senior Judge Kathy Hardcastle

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on May 18, 2016, and the following *Decree* correctly recites their agreement as follows:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

TERMINATION OF MARRIAGE

The bonds of matrimony existing between Tara and Alex are hereby dissolved; Tara is granted an absolute *Decree of Divorce*; and each of the parties is restored to the status of a single, unmarried person.

CHILD CUSTODY PROVISIONS

1. ***Legal Custody.*** The parties shall enjoy joint legal custody of the minor child born the issue of this marriage, namely, Nicole Ghibaudo, born May 17, 2001. The parties agree that joint legal custody entails the following provisions:

> Neither parent shall do anything which shall estrange the child from the other parent or impair the natural development of the child's love and respect for each of the parents, or disparage the other parent or undermine the parental authority or discipline of the other's household. Additionally, each parent shall instruct their respective family and friends that no disparaging remarks are to be made regarding the other parent in the presence of the child.
>
> Neither parent shall use contact with the child as a means of obtaining information about the other parent. The parents shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child. In the event that either parent remarries or cohabits, all matters and communications concerning legal custody and/or physical custody of the child shall be between the parents only.
>
> Neither parent shall be permitted to use illicit drugs, including marijuana and prescription drugs that have been obtained illegally, in the presence of the minor child and/or during such periods when they are responsible for the minor child. Further, neither parent shall be permitted to be in the presence of the minor child while under the influence of any and all illicit drugs.
>
> The parents shall each have independent access to medical and school records pertaining to the child and shall jointly consult, when possible, with any and all professionals involved with the child.
>
> All schools, day care providers, and counselors shall be, when possible, selected by the parties jointly. In the event that the parties cannot agree to the

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selection of a school, the child shall be maintained in the present school pending mediation and/or further Order of the Court.

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

Each parent shall have independent access to information concerning the well-being of the child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notice of activities involving the child; samples of school work; order forms for school pictures; and all communications from health care providers.

Each parent shall have independent access to all information concerning school, athletic, church, and social events in which the child participates. Both parents may participate in activities for the child, such as open house, attendance at an athletic event, etc.

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

Each parent shall provide the other parent with a travel itinerary and, whenever reasonably possible, telephone numbers at which the child can be reached whenever the child will be away from the parent's home for any period in excess of three days.

Each parent shall be entitled to reasonable telephone communication with the child. Each parent is restrained from unreasonably interfering with the child's right to privacy during such telephone conversations.

2. ***Physical Custody.*** The parties recognize that physical custody addresses the residential arrangements and specific periods of parental responsibilities for the child. Tara shall be awarded primary physical custody of the minor child with the agreement that Nicole shall be afforded teenage discretion to determine the extent of visitation she would like to have with Alex.

CHILD SUPPORT

1. ***Child Support.*** Child support shall be established pursuant to NRS 125B.070 and NRS 125B.080. Based on Alex's representation that his gross monthly income is $6,666, his child support shall be set at the presumptive maximum amount of $819 per month and shall

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continue until such time as the child reaches the age of eighteen years, or nineteen if still in high school, marries, dies or otherwise becomes emancipated.

Child support shall be paid directly to Tara, and must be paid on the 1st day of every month, commencing on November 19, 2015.

2. ***Medical Insurance for Minor Child.*** Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost.

3. ***Medical Insurance Arrears for the Minor Child.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical insurance for the minor child as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards the child's medical insurance premiums which has resulted in a principal arrearage of $1,963.50, with interest and penalties, he owes $2,136.27 as of January 10, 2017.[1]

4. ***Unreimbursed Medical Expenses for Minor Child.*** With regard to the payment of future unreimbursed medical expenses incurred on behalf of the minor child, not including medical insurance premiums, the parties shall adhere to the court's standard Medical and Health Sharing Policy ("30/30 Rule"), the terms of which are as follows:

> 1. **Documentation of Out-Of-Pocket Expenses Required**
> A parent who incurs an out of pocket expense for the child's medical, dental and health expenses (hereinafter referred to as "health expenses") is required to document that expense and provide proof of payment of that expense. A receipt from the health care provider is sufficient to prove the expense so long as it has the name of the child on it and shows an actual payment by the parent.
>
> 2. **Proof of Payment Required**
> A parent who has paid a health expense for the child must provide a copy of the proof of payment to the other parent and the insurance company within 30 days of the payment being made and in no event later than the expense could have been submitted to the insurance company for reimbursement. The failure of a parent to comply with this provision in a timely manner, which causes the claim for insurance reimbursement to be denied by the insurance company as untimely, may result in that parent being required to pay the entire amount

[1] *See* Exhibit 1 MLAW Arrearage Calculation Summary detailing medical insurance arrears, dated January 10, 2017.

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which would have been paid by the insurance company, as well as one-half of the expense which would not have been paid by insurance if the claim had been timely filed.

3. **Mitigation of Health Expenses Required; Use of Covered Insurance Providers**

Parents have a duty to mitigate medical expenses for the child. Absent compelling circumstances, a parent should take the child to a health care provider covered by the insurance in effect and use preferred providers if available in order to minimize the cost of the child's health care as much as possible. The burden is on the parent using a non-covered health care provider to demonstrate that the choice not to use a covered provider, or the lowest cost option, was reasonably necessary in the particular circumstances of that case. If the Court finds the choice of a non-covered or more expensive covered provider was not reasonably necessary then the Court may impose a greater portion of financial responsibility for the cost of the health care to the parent who incurred that expense, up to the full amount, which would have been expended in excess of the lowest cost insurance choice.

4. **Sharing of Insurance Information Required**

The parent providing insurance coverage for the children has a continuing obligation to provide insurance information that is not publically available including, but not limited to, copies of policies and changes thereto as they are received, claim forms, preferred provider lists initially, and as they change from time to time, and identification cards. The failure of the insuring parent to timely supply any of the above items that are not publically available to the other parent which results in the claim for treatment being denied by the insurance company in whole or in part may result in the amount which would have been paid by the insurance policy being paid by the insuring parent.

5. **Reimbursement for Out-Of-Pocket Expenses**

A parent who receives a written request for contribution for an out-of-pocket health care expense incurred by the other parent must pay his or her share of that out-of-pocket expense to the paying parent within 30 days of receipt of the written request for contribution. As much informal documentation as possible shall be provided, such as handwritten notes with copies of the bills and proof of payment attached. The requesting parent should make a copy of all papers submitted to the other parent in order to prove communication of this information to the other parent and substantiation for the request. The parent receiving the request for contribution must raise any questions about the correctness of the request for contribution within the 30 day period after the request for contribution is received. Any objection to the request for contribution must be made in writing, by way of letter or e-mail, with a copy made for later reference by the court. If the parent receiving a request for contribution does not respond to the request within the 30 day period that parent may be assessed attorney's fees if a contempt proceeding or court action is required as a result of the parent doing nothing. If the parent who owes contribution for a health care expense of the child does not pay the amount due within the 30 day period and fails to respond to the request within the 30 days and if that parent is the recipient of periodic payments for child support, the requesting parent is authorized to deduct the amount due from the other parent from any periodic payments due and payable 30 days after the request for contribution was made in writing subject to the limitation that the maximum recovery by deduction from monthly periodic payments will be no more than $50.00 per month.

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6. **Sharing Insurance Reimbursement**
If either parent receives a payment from an insurance company or medical provider which reimburses payments made out-of-pocket previously by both parents or the other parent only, the party receiving the payment must give the other parent's portion of the payment to the other parent within 14 days of receipt of the payment.

7. **Timely Submission of Claims to Insurance Company**
If a claim for reimbursement by the insurance company may be made by either party, the claim must be made in a timely manner. If the claim may only be submitted by one party, that party must submit the claim in a timely manner. Failure of a party to comply with this requirement may result in that party being required to pay the entire amount of the claim which would have been paid by insurance if timely submitted and one-half of that amount which would not have been paid by insurance.

MISCELLANEOUS CHILD PROVISIONS

1. ***Extracurricular Activities.*** The parties shall equally share all agreed upon expenses associated with any extracurricular activities for Nicole.

2. ***Removing the Child From the State of Residence of the Parent.*** Neither parent shall remove the child from the State of Nevada, for the purpose of changing her residence, without the written consent of both parents or until further Order of the Court. However, this does not preclude the child from visitation out of the state or country with either parent if it is desired, or from participating in out-of-state day or weekend trips, or out-of-state family activities during visitation or vacation.

3. ***Child Dependency Exemption.*** For purposes of filing annual income tax returns, and in recognition of the fact that Tara has primary physical custody of Nicole, Tara shall claim Nicole every tax year during her minority so long as such exemptions/deductions are allowed by the Internal Revenue Service.

4. ***Communications Between Parents.*** The parents shall communicate with each other by any means, including telephone, text message, letter, or e-mail; however, all communications shall be done in a respectful manner.

5. ***Grandparents and Extended Family.*** Each parent agrees that they shall provide the child with access to the grandparents and extended family on his/her own

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side of the family as the parent decides is in the child's best interest during his/her parenting time. The parents will cooperate to help the child attend special events with grandparents and extended family by making reasonable requests of each other, considering the school situation, and their best interest and needs.

6. ***Changes to Decree of Divorce.*** The terms and conditions relating to custody set forth in this *Decree* may be supplemented or revised as the needs of the child and/or circumstances of the parents change. Such revisions shall be in writing, signed and dated by both parents; however the parties understand that any concurred changes do not modify this *Order*. Absent a subsequent Stipulation and Order, or a modifying Court Order, this *Decree* shall remain in full force and effect, and the parents are encouraged to resolve the controversy themselves or seek mediation prior to any future hearings.

DIVISION OF COMMUNITY ASSETS AND DEBTS

1. There is no community property to be divided between the parties with the exception of Alex's interest in his law practice. His share of the law practice shall remain community property. Should Alex be paid for any portion of his share of his law practice, one-half of the amount he receives will be payable to Tara, representing her one-half interest of his law practice which was started during the marriage.

2. All other property acquired after May 18, 2016, shall be the sole and separate property of the party so acquiring the same unless the parties mutually agree otherwise in writing.

3. All debt incurred prior to the entry of the *Decree of Divorce* shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts.

4. Any debts incurred by the parties after the filing of this *Decree of Divorce* shall be the sole responsibility of the party incurring the debt.

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POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the $819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is $10,000, he shall provide Tara with a family support payment of $5,000; in the event Alex's gross monthly income is $4,000, he shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of $2,500 per month. As examples only, if Tara's gross monthly income is $2,000, and Alex's is $10,000, Alex shall provide Tara with a family support payment of $4,000; in the event Tara's gross monthly income is $4,000, and Alex's is $8,000, Alex shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.

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5. When the minor child turns 18 years of age, Alex's family support obligation shall continue in the minimum amount of $2,500, or the greater amount of one-half of the difference between the parties' incomes and shall not be reduced to account for the termination of child support.

6. For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns every year. If it is determined that Alex provided Tara with less than what he was otherwise required to pay after reviewing his tax returns, he shall immediately make up any such difference and provide Tara with adequate payment.

7. Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.

MISCELLANEOUS PROVISIONS

1. ***Taxes.*** The parties shall file separate tax returns for the 2016 tax year and every year thereafter. Any tax liability incurred prior to the 2016 tax year, shall be solely borne by Alex.

2. ***Family Support Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with the sum of $2,200 per month as and for family support commencing on November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex has made sporadic payments towards that obligation which has resulted in an arrearage, as of January 10,2017, Alex owed the principal sum of $2,870, with interest and penalties, he owes $3,425.18.[2] This amount shall be reduced to judgment and made collectible by any and all lawful means.

[2] *See* Exhibit 2, MLAW Arrearage Calculation Summary detailing family support arrears, dated January 10, 2017.

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3. *Medical Insurance Arrears.* Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards her medical insurance premiums which has resulted in a principal arrearage of $4,097.10; with interest, he owes $4,225.15 as of January 10, 2017.[3]

4. Tara shall return to her former name of Tara Kellogg.

5. If either party is required to go to court to enforce the terms of this *Decree*, or if there is a dispute between the parties relating to the terms of this *Decree*, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

6. Both parties shall execute any and all escrow, document transfers of title, and other instruments that may be required in order to effectuate transfer of any and all interests which either may have in and to the property of the other as specified herein, and to do any other act or sign any other documents reasonably necessary and proper for the consummation, effectuation, or implementation of this *Decree* and its intent and purposes. Should either party fail to execute any documents to transfer interest to the other, either party may request that this Court have the Clerk of the Court sign in place of the other in accordance with NRCP 70.

7. All community property which is not listed herein shall be owned by the parties as equal co-tenants, subject to future partition upon discovery. Specifically, the parties certify that they have made a full disclosure of all property, or interest in property, owned by them. The parties further certify that the assets listed in this *Decree* are all of the assets acquired during the marriage, and they have not secreted or hidden any assets; in the event that any property has been omitted from this *Decree* that would have been community property or otherwise jointly-held property under

[3] *See* Exhibit 3 MLAW Arrearage Calculation Summary detailing medical insurance arrears, dated January 10, 2017.

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the law applicable as of the date of this *Decree*, the concealing or possessory party will transfer or convey to the other party, at the other party's election:

a. The full market value of the other party's interest on the date of this agreement, plus statutory interest through and including the date of transfer or conveyance; or

b. The full market value of the other party's interest at the time that party discovers that he or she has an interest in such property, plus statutory interest in such property, plus statutory interest through and including the date of transfer or conveyance; or

c. An amount of the omitted property equal to the other party's interest therein, if it is reasonably susceptible to division.

With respect to the above paragraph, each party specifically waives any and all limitation periods for the bringing of an action to partition such undisclosed asset(s). Nothing contained herein shall alter the sole and absolute ownership of pre-marital property to which there has been no community contribution.

8. Except as herein specified, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other.

9. Each party shall assume, pay, be responsible for, and hold the other harmless from, any and all encumbrances, loans, mortgages, liens or obligations secured by or made against the property awarded to that party under this *Decree*, and each party shall assume, pay, be responsible for, and hold the other harmless from, any and all loans, debts, and obligations in his or her sole name as of the date this *Decree* is filed.

10. If any claim, action, or proceeding is brought seeking to hold one party liable on account of any debt, obligation, liability, act, or omission assumed by the other party, the assuming party will, at his or her sole expense, defend the other

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against any such claim or demand and will indemnify, defend, and hold harmless the non-assuming party.

11. Except as may be provided for herein, and except as may be provided by Will or Codicil voluntarily executed after this date, each of the parties releases and waives any and all right to the estate of the other left at his or her death, and forever quitclaims any and all right to share in the estate of the other, by the laws of succession or community, and said parties hereby release one to the other all right to be administrator or administratrix, or executor or executrix, of the estate of the other, and each party hereby waives any and all right to the estate or any interest in the estate of the other for family allowance or property exempt from execution, or by way of inheritance, and said waiver shall be effective from the date of this *Decree*.

12. Other than expressly set forth in this *Decree of Divorce*, the parties agree that they forever waive, release, and discharge the other from any rights, claims, demands, causes of action, and damages of any kind, known or unknown, now existing or arising in the future, resulting from or relating to any personal injuries, properties, damages, events, conduct, happenings or actions arising at the time of or prior to the date of this *Decree of Divorce*, including actions arising under contract or tort theories, whether arising from or during the marriage or divorce of the parties, or prior to the marriage of the parties.

This waiver, release and discharge is an integral part of this *Decree of Divorce* and may not be modified.

13. This stipulated *Decree of Divorce* is the full and final agreement between the parties. Accordingly, all prior negotiations and agreements between the parties are incorporated in this *Decree of Divorce*. The terms of this *Decree of Divorce* are intended by the parties as a final, complete, and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or alleged contemporaneous oral agreement. The terms of this *Decree of Divorce* may

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not be amended, modified, or altered except through written agreement signed by both parties, or by an appropriate order of the Court.

14. In the event that any provision of this *Decree of Divorce* shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the *Decree of Divorce* in any respect whatsoever.

15. This Court shall reserve jurisdiction over this matter as necessary to enforce any and all of its orders. All terms recited above dealing with property, debts, and alimony are parts of an integrated domestic support obligations order, such that frustration or non-performance of any terms (by bankruptcy or otherwise) that materially affects the others, which would not have been set forth as they were but for the expectation of performance of all stated terms. This Court reserves jurisdiction to enter such further or other orders as necessary to enforce or effectuate any and all provisions set out herein, including by way of compensatory alimony, or recharacterization or reallocation of property or debts so as to effectuate the terms of this *Decree*.

16. The parties each acknowledge that he or she has had the opportunity to independently obtain the information necessary to determine the nature, extent, and valuation of the community and jointly owned property set forth herein, and the community and joint debts and obligations set forth herein. The parties each further acknowledge that he or she has independently valued such community and jointly owned property, debt and obligations, and he or she has not relied upon any representations made by his or her counsel, or the other party's counsel. Specifically, neither party has relied upon any representations made by Marshal S. Willick, Esq. and Trevor M. Creel, Esq., of the WILLICK LAW GROUP as to the extent, nature or valuation of such property, debt and obligation, or with respect to the division of the same.

17. The parties shall submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230, on a separate form to the Court and the Welfare

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Division of the Department of Human Resources within ten days from the date of this *Decree* is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

CHILD CUSTODY NOTICES

1. **NOTICE IS HEREBY GIVEN** that the parties are subject to the provisions of NRS 125C.0065, which provides:

> 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
> (b) If the non-relocating parent refuses to give that consent, petition the court for primary physical custody for the purpose of relocating.
>
> 2. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child:
>
> (a) Without having reasonable grounds for such refusal; or
> (b) For the purpose of harassing the relocating parent.
>
> 3. A parent who relocates with a child pursuant to this section before the court enters an order granting the parent primary physical custody of the child and permission to relocate with the child is subject to the provisions of NRS 200.359.

2. **NOTICE IS FURTHER GIVEN** that a parent who relocates with the minor child after entry of an order, judgment, or decree without obtaining permission is subject to NRS 125C.0045(6), which provides:

> **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person

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having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

3. **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0045(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law are applicable to the parties. Nevada is hereby declared the State, and the United States of America is hereby declared the country, of habitual residence of the child(ren) for the purposes of applying the terms of the Hague Convention as set forth above.

4. **NOTICE IS FURTHER GIVEN** that under the terms of the Parental Kidnaping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction Act, NRS 125A.010, *et seq.*, the courts of Nevada have exclusive modification jurisdiction of the custody and visitation terms relating to the child(ren) at issue in this case so long as either of the parties or the child(ren) continue to reside in this jurisdiction.

CHILD SUPPORT NOTICES

FURTHER NOTICE IS HEREBY GIVEN:

1. The parent having the child support obligation is subject to NRS 125.450 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

2. Pursuant to NRS 125B.145, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

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3. Pursuant to NRS 125B.140, if an installment of an obligation to pay support for a child becomes delinquent, the Court shall determine interest and penalties upon the arrearages at rates established pursuant to NRS 99.040 (interest) and NRS 125B.095 (penalties), from the time each amount became due. Interest and penalties shall continue to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

IT IS SO ORDERED this 30 day of January, 2017.

DISTRICT COURT JUDGE

Dated this 12th day of January, 2017.

Respectfully Submitted By:
WILLICK LAW GROUP

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	$1,963.50
Total Interest Due 01/10/2017:	$61.36
Total Penalty Due 01/10/2017:	$111.41
Amount Due if paid on 01/10/2017:	$2,136.27
Amount Due if paid on 01/11/2017:	$2,137.12
Daily Amount accruing as of 01/11/2017:	$0.84

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
01/10/2017	0.00	01/10/2017	0.00	1,963.50	61.36
Totals	1,963.50		0.00	1,963.50	61.36

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*140.25	0.00	0.00
01/01/2016	*140.25	140.25	1.19
02/01/2016	*140.25	280.50	3.57
03/01/2016	*140.25	420.75	6.90
04/01/2016	*140.25	561.00	11.65
05/01/2016	*140.25	701.25	17.40
06/01/2016	*140.25	841.50	24.53
07/01/2016	*140.25	981.75	32.57
08/01/2016	*140.25	1,122.00	42.08
09/01/2016	*140.25	1,262.25	52.77
10/01/2016	*140.25	1,402.50	64.27
11/01/2016	*140.25	1,542.75	77.33
12/01/2016	*140.25	1,683.00	91.13
01/01/2017	*140.25	1,823.25	106.57
01/10/2017	0.00	1,963.50	111.41
Totals	1,963.50	1,963.50	111.41

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	||	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	||	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	||	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	||	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	||	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	||	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	||	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	||	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	||	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	||	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	||	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	||	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	||	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	||	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	||	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	||	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	||	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	||	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	||	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	||	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	||	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	||	5.75%	from Jan 2017 to Jul 2017

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End of Report

Arrearage Calculation Summary

Kellogg v. Ghibaudo

 Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	$2,870.00
Total Interest Due 01/10/2017:	$196.81
Total Penalty Due 01/10/2017:	$358.36
Amount Due if paid on 01/10/2017:	$3,425.18
Amount Due if paid on 01/11/2017:	$3,426.41
Daily Amount accruing as of 01/11/2017:	$1.23

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
01/10/2017	0.00	01/10/2017	0.00	2,870.00	196.81
Totals	11,000.00		8,130.00	2,870.00	196.81

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*2,200.00	0.00	0.00
01/01/2016	*2,200.00	2,200.00	18.68
02/01/2016	*2,200.00	6,340.00	55.95
02/12/2016	0.00	5,640.00	75.01
02/17/2016	0.00	5,340.00	82.71
02/26/2016	0.00	3,540.00	95.84
02/27/2016	0.00	2,890.00	96.81
03/04/2016	*2,200.00	4,440.00	103.35
03/11/2016	0.00	3,790.00	111.84
03/18/2016	0.00	3,140.00	119.09
03/25/2016	0.00	2,480.00	125.10
04/02/2016	*2,200.00	4,120.00	131.12
04/13/2016	0.00	3,570.00	143.50
04/16/2016	0.00	3,470.00	146.43
04/22/2016	0.00	2,870.00	152.12
07/01/2016	0.00	2,870.00	207.01
01/01/2017	0.00	2,870.00	351.29
01/10/2017	0.00	2,870.00	358.37
Totals	11,000.00	2,870.00	358.37

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	||	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	||	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	||	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	||	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	||	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	||	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	||	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	||	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	||	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	||	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	||	11.50%	from Jul 2000 to Jun 2001
6.75%	from Jul 2001 to Dec 2001	||	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	||	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	||	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	||	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	||	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	||	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	||	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	||	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	||	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	||	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	||	5.75%	from Jan 2017 to Jul 2017

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End of Report

Arrearage Calculation Summary

Kellogg v. Ghibaudo

 Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	$4,097.10
Total Interest Due 01/10/2017:	$128.05
Total Penalty Due 01/10/2017:	$0.00
Amount Due if paid on 01/10/2017:	$4,225.15
Amount Due if paid on 01/11/2017:	$4,225.79
Daily Amount accruing as of 01/11/2017:	$0.64

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
01/10/2017	0.00	01/10/2017	0.00	4,097.10	128.05
Totals	4,097.10		0.00	4,097.10	128.05

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	||	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	||	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	||	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	||	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	||	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	||	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	||	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	||	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	||	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	||	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	||	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	||	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	||	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	||	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	||	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	||	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	||	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	||	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	||	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	||	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	||	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	||	5.75%	from Jan 2017 to Jul 2017

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End of Report

NEOJ
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Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

CLERK OF THE COURT

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: T DATE OF HEARING: N/A TIME OF HEARING: N/A

NOTICE OF ENTRY OF DECREE OF DIVORCE

TO: ALEX GHIBAUDO, Plaintiff in Proper Person

PLEASE TAKE NOTICE that the *Decree of Divorce* was duly entered in the above action on the 1st day of February, 2017, by filing with the clerk of the court; a true and correct copy is attached.

DATED this 3rd day of February, 2017.

WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 3 day of February, 2017, I caused the above and foregoing document, entitled *Notice of Entry of Decree of Divorce*, to be served as follows:

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

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

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

[ ] by hand delivery with signed Affidavit of Service.

To the attorney and/or litigant listed below at the address, email address, and/or facsimile number indicated below:

Alex Ghibaudo, Esq.
G LAW
320 East Charleston Boulevard, Suite 105
Las Vegas, Nevada 89104
Defendant in Proper Person
abg1975@live.com

An Employee of the WILLICK LAW GROUP

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CLERK OF THE COURT

DECD
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Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: T

DATE OF HEARING: 1/10/2017
TIME OF HEARING: 9:00 A.M.

DECREE OF DIVORCE

This matter came on for hearing at the above date and time before the Honorable Lisa M. Brown, District Court Judge, Family Division. Plaintiff, Tara Kellogg Ghibaudo, was present and represented by Marshal S. Willick, Esq., and Trevor M. Creel, Esq., of the WILLICK LAW GROUP, and Defendant, Alex Ghibaudo, was present and represented himself in proper person.

Alex was duly and regularly served with a copy of the *Summons* and *Complaint for Divorce*, filed on October 1, 2015, and he filed his *Answer to Complaint for Divorce* on November 11, 2015. The Court was fully advised as to the law and the facts of the case, and therefore finds and orders as follows:

1. This matter was submitted to the Court for entry of a *Decree of Divorce* and this Court has complete jurisdiction in the premises, both as to the subject matter and the parties under Chapter 125 of the Nevada Revised Statutes.

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

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JAN 13 2017
FAMILY COURT
DEPARTMENT T

2. The parties were married on December 30, 2001, in Las Vegas, Nevada, and have been continuously married since that time.

3. Tara and Alex are actual bona fide residents of the County of Clark, State of Nevada, and Tara was actually domiciled herein for more than six weeks prior to the filing of her *Complaint for Divorce*.

4. There is one minor child born the issue of this marriage, specifically, Nicole Ghibaudo, born on May 17, 2001, and Tara is not currently pregnant.

5. The State of Nevada is the home state of the minor child.

6. All of the jurisdictional allegations contained in Tara's *Complaint* are true as therein alleged and Tara is entitled to a *Decree of Divorce* from Alex on the grounds set forth in her *Complaint*.

7. Alex, having filed his *Answer*, has waived the formal rendition of findings of fact and conclusions of law beyond those contained herein.

8. There are community assets and debts which have been determined and divided by the parties as more fully set forth herein.

9. The parties tastes, natures, views, likes, and dislikes have become so widely separate and divergent that they are incompatible in marriage with no possibility of reconciliation.

10. The following *Decree of Divorce* contains terms and provisions that are fair and equitable. It is acknowledged and agreed that Plaintiff's attorneys, of the WILLICK LAW GROUP, have not undertaken any independent investigation as to the nature, extent, or valuation of the subject assets and obligations. Accordingly, all counsel of the WILLICK LAW GROUP, and all employees of the WILLICK LAW GROUP are held harmless from liability relating to the valuation and division of community assets and debts.

11. The parties reached a global settlement on all issues pending before the Court as a result of a settlement conference held with Senior Judge Kathy Hardcastle

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on May 18, 2016, and the following *Decree* correctly recites their agreement as follows:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

TERMINATION OF MARRIAGE

The bonds of matrimony existing between Tara and Alex are hereby dissolved; Tara is granted an absolute *Decree of Divorce*; and each of the parties is restored to the status of a single, unmarried person.

CHILD CUSTODY PROVISIONS

1. ***Legal Custody.*** The parties shall enjoy joint legal custody of the minor child born the issue of this marriage, namely, Nicole Ghibaudo, born May 17, 2001. The parties agree that joint legal custody entails the following provisions:

> Neither parent shall do anything which shall estrange the child from the other parent or impair the natural development of the child's love and respect for each of the parents, or disparage the other parent or undermine the parental authority or discipline of the other's household. Additionally, each parent shall instruct their respective family and friends that no disparaging remarks are to be made regarding the other parent in the presence of the child.
>
> Neither parent shall use contact with the child as a means of obtaining information about the other parent. The parents shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child. In the event that either parent remarries or cohabits, all matters and communications concerning legal custody and/or physical custody of the child shall be between the parents only.
>
> Neither parent shall be permitted to use illicit drugs, including marijuana and prescription drugs that have been obtained illegally, in the presence of the minor child and/or during such periods when they are responsible for the minor child. Further, neither parent shall be permitted to be in the presence of the minor child while under the influence of any and all illicit drugs.
>
> The parents shall each have independent access to medical and school records pertaining to the child and shall jointly consult, when possible, with any and all professionals involved with the child.
>
> All schools, day care providers, and counselors shall be, when possible, selected by the parties jointly. In the event that the parties cannot agree to the

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selection of a school, the child shall be maintained in the present school pending mediation and/or further Order of the Court.

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

Each parent shall have independent access to information concerning the well-being of the child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notice of activities involving the child; samples of school work; order forms for school pictures; and all communications from health care providers.

Each parent shall have independent access to all information concerning school, athletic, church, and social events in which the child participates. Both parents may participate in activities for the child, such as open house, attendance at an athletic event, etc.

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

Each parent shall provide the other parent with a travel itinerary and, whenever reasonably possible, telephone numbers at which the child can be reached whenever the child will be away from the parent's home for any period in excess of three days.

Each parent shall be entitled to reasonable telephone communication with the child. Each parent is restrained from unreasonably interfering with the child's right to privacy during such telephone conversations.

2. ***Physical Custody.*** The parties recognize that physical custody addresses the residential arrangements and specific periods of parental responsibilities for the child. Tara shall be awarded primary physical custody of the minor child with the agreement that Nicole shall be afforded teenage discretion to determine the extent of visitation she would like to have with Alex.

CHILD SUPPORT

1. ***Child Support.*** Child support shall be established pursuant to NRS 125B.070 and NRS 125B.080. Based on Alex's representation that his gross monthly income is $6,666, his child support shall be set at the presumptive maximum amount of $819 per month and shall

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continue until such time as the child reaches the age of eighteen years, or nineteen if still in high school, marries, dies or otherwise becomes emancipated.

Child support shall be paid directly to Tara, and must be paid on the 1st day of every month, commencing on November 19, 2015.

2. ***Medical Insurance for Minor Child.*** Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost.

3. ***Medical Insurance Arrears for the Minor Child.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical insurance for the minor child as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards the child's medical insurance premiums which has resulted in a principal arrearage of $1,963.50, with interest and penalties, he owes $2,136.27 as of January 10, 2017.[1]

4. ***Unreimbursed Medical Expenses for Minor Child.*** With regard to the payment of future unreimbursed medical expenses incurred on behalf of the minor child, not including medical insurance premiums, the parties shall adhere to the court's standard Medical and Health Sharing Policy ("30/30 Rule"), the terms of which are as follows:

> **1. Documentation of Out-Of-Pocket Expenses Required**
> A parent who incurs an out of pocket expense for the child's medical, dental and health expenses (hereinafter referred to as "health expenses") is required to document that expense and provide proof of payment of that expense. A receipt from the health care provider is sufficient to prove the expense so long as it has the name of the child on it and shows an actual payment by the parent.
>
> **2. Proof of Payment Required**
> A parent who has paid a health expense for the child must provide a copy of the proof of payment to the other parent and the insurance company within 30 days of the payment being made and in no event later than the expense could have been submitted to the insurance company for reimbursement. The failure of a parent to comply with this provision in a timely manner, which causes the claim for insurance reimbursement to be denied by the insurance company as untimely, may result in that parent being required to pay the entire amount

[1] *See* Exhibit 1 MLAW Arrearage Calculation Summary detailing medical insurance arrears, dated January 10, 2017.

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which would have been paid by the insurance company, as well as one-half of the expense which would not have been paid by insurance if the claim had been timely filed.

3. **Mitigation of Health Expenses Required; Use of Covered Insurance Providers**

Parents have a duty to mitigate medical expenses for the child. Absent compelling circumstances, a parent should take the child to a health care provider covered by the insurance in effect and use preferred providers if available in order to minimize the cost of the child's health care as much as possible. The burden is on the parent using a non-covered health care provider to demonstrate that the choice not to use a covered provider, or the lowest cost option, was reasonably necessary in the particular circumstances of that case. If the Court finds the choice of a non-covered or more expensive covered provider was not reasonably necessary then the Court may impose a greater portion of financial responsibility for the cost of the health care to the parent who incurred that expense, up to the full amount, which would have been expended in excess of the lowest cost insurance choice.

4. **Sharing of Insurance Information Required**

The parent providing insurance coverage for the children has a continuing obligation to provide insurance information that is not publically available including, but not limited to, copies of policies and changes thereto as they are received, claim forms, preferred provider lists initially, and as they change from time to time, and identification cards. The failure of the insuring parent to timely supply any of the above items that are not publically available to the other parent which results in the claim for treatment being denied by the insurance company in whole or in part may result in the amount which would have been paid by the insurance policy being paid by the insuring parent.

5. **Reimbursement for Out -Of-Pocket Expenses**

A parent who receives a written request for contribution for an out-of-pocket health care expense incurred by the other parent must pay his or her share of that out-of-pocket expense to the paying parent within 30 days of receipt of the written request for contribution. As much informal documentation as possible shall be provided, such as handwritten notes with copies of the bills and proof of payment attached. The requesting parent should make a copy of all papers submitted to the other parent in order to prove communication of this information to the other parent and substantiation for the request. The parent receiving the request for contribution must raise any questions about the correctness of the request for contribution within the 30 day period after the request for contribution is received. Any objection to the request for contribution must be made in writing, by way of letter or e-mail, with a copy made for later reference by the court. If the parent receiving a request for contribution does not respond to the request within the 30 day period that parent may be assessed attorney's fees if a contempt proceeding or court action is required as a result of the parent doing nothing. If the parent who owes contribution for a health care expense of the child does not pay the amount due within the 30 day period and fails to respond to the request within the 30 days and if that parent is the recipient of periodic payments for child support, the requesting parent is authorized to deduct the amount due from the other parent from any periodic payments due and payable 30 days after the request for contribution was made in writing subject to the limitation that the maximum recovery by deduction from monthly periodic payments will be no more than $50.00 per month.

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6. **Sharing Insurance Reimbursement**
If either parent receives a payment from an insurance company or medical provider which reimburses payments made out-of-pocket previously by both parents or the other parent only, the party receiving the payment must give the other parent's portion of the payment to the other parent within 14 days of receipt of the payment.

7. **Timely Submission of Claims to Insurance Company**
If a claim for reimbursement by the insurance company may be made by either party, the claim must be made in a timely manner. If the claim may only be submitted by one party, that party must submit the claim in a timely manner. Failure of a party to comply with this requirement may result in that party being required to pay the entire amount of the claim which would have been paid by insurance if timely submitted and one-half of that amount which would not have been paid by insurance.

MISCELLANEOUS CHILD PROVISIONS

1. ***Extracurricular Activities.*** The parties shall equally share all agreed upon expenses associated with any extracurricular activities for Nicole.

2. ***Removing the Child From the State of Residence of the Parent.*** Neither parent shall remove the child from the State of Nevada, for the purpose of changing her residence, without the written consent of both parents or until further Order of the Court. However, this does not preclude the child from visitation out of the state or country with either parent if it is desired, or from participating in out-of-state day or weekend trips, or out-of-state family activities during visitation or vacation.

3. ***Child Dependency Exemption.*** For purposes of filing annual income tax returns, and in recognition of the fact that Tara has primary physical custody of Nicole, Tara shall claim Nicole every tax year during her minority so long as such exemptions/deductions are allowed by the Internal Revenue Service.

4. ***Communications Between Parents.*** The parents shall communicate with each other by any means, including telephone, text message, letter, or e-mail; however, all communications shall be done in a respectful manner.

5. ***Grandparents and Extended Family.*** Each parent agrees that they shall provide the child with access to the grandparents and extended family on his/her own

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side of the family as the parent decides is in the child's best interest during his/her parenting time. The parents will cooperate to help the child attend special events with grandparents and extended family by making reasonable requests of each other, considering the school situation, and their best interest and needs.

6. ***Changes to Decree of Divorce.*** The terms and conditions relating to custody set forth in this *Decree* may be supplemented or revised as the needs of the child and/or circumstances of the parents change. Such revisions shall be in writing, signed and dated by both parents; however the parties understand that any concurred changes do not modify this *Order*. Absent a subsequent Stipulation and Order, or a modifying Court Order, this *Decree* shall remain in full force and effect, and the parents are encouraged to resolve the controversy themselves or seek mediation prior to any future hearings.

DIVISION OF COMMUNITY ASSETS AND DEBTS

1. There is no community property to be divided between the parties with the exception of Alex's interest in his law practice. His share of the law practice shall remain community property. Should Alex be paid for any portion of his share of his law practice, one-half of the amount he receives will be payable to Tara, representing her one-half interest of his law practice which was started during the marriage.

2. All other property acquired after May 18, 2016, shall be the sole and separate property of the party so acquiring the same unless the parties mutually agree otherwise in writing.

3. All debt incurred prior to the entry of the *Decree of Divorce* shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts.

4. Any debts incurred by the parties after the filing of this *Decree of Divorce* shall be the sole responsibility of the party incurring the debt.

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POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the $819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is $10,000, he shall provide Tara with a family support payment of $5,000; in the event Alex's gross monthly income is $4,000, he shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of $2,500 per month. As examples only, if Tara's gross monthly income is $2,000, and Alex's is $10,000, Alex shall provide Tara with a family support payment of $4,000; in the event Tara's gross monthly income is $4,000, and Alex's is $8,000, Alex shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.

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5. When the minor child turns 18 years of age, Alex's family support obligation shall continue in the minimum amount of $2,500, or the greater amount of one-half of the difference between the parties' incomes and shall not be reduced to account for the termination of child support.

6. For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns every year. If it is determined that Alex provided Tara with less than what he was otherwise required to pay after reviewing his tax returns, he shall immediately make up any such difference and provide Tara with adequate payment.

7. Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.

MISCELLANEOUS PROVISIONS

1. ***Taxes.*** The parties shall file separate tax returns for the 2016 tax year and every year thereafter. Any tax liability incurred prior to the 2016 tax year, shall be solely borne by Alex.

2. ***Family Support Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with the sum of $2,200 per month as and for family support commencing on November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex has made sporadic payments towards that obligation which has resulted in an arrearage, as of January 10,2017, Alex owed the principal sum of $2,870, with interest and penalties, he owes $3,425.18.[2] This amount shall be reduced to judgment and made collectible by any and all lawful means.

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[2] *See* Exhibit 2, MLAW Arrearage Calculation Summary detailing family support arrears, dated January 10, 2017.

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3. ***Medical Insurance Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards her medical insurance premiums which has resulted in a principal arrearage of $4,097.10; with interest, he owes $4,225.15 as of January 10, 2017.[3]

4. Tara shall return to her former name of Tara Kellogg.

5. If either party is required to go to court to enforce the terms of this *Decree*, or if there is a dispute between the parties relating to the terms of this *Decree*, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

6. Both parties shall execute any and all escrow, document transfers of title, and other instruments that may be required in order to effectuate transfer of any and all interests which either may have in and to the property of the other as specified herein, and to do any other act or sign any other documents reasonably necessary and proper for the consummation, effectuation, or implementation of this *Decree* and its intent and purposes. Should either party fail to execute any documents to transfer interest to the other, either party may request that this Court have the Clerk of the Court sign in place of the other in accordance with NRCP 70.

7. All community property which is not listed herein shall be owned by the parties as equal co-tenants, subject to future partition upon discovery. Specifically, the parties certify that they have made a full disclosure of all property, or interest in property, owned by them. The parties further certify that the assets listed in this *Decree* are all of the assets acquired during the marriage, and they have not secreted or hidden any assets; in the event that any property has been omitted from this *Decree* that would have been community property or otherwise jointly-held property under

[3] *See* Exhibit 3 MLAW Arrearage Calculation Summary detailing medical insurance arrears, dated January 10, 2017.

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the law applicable as of the date of this *Decree*, the concealing or possessory party will transfer or convey to the other party, at the other party's election:

a. The full market value of the other party's interest on the date of this agreement, plus statutory interest through and including the date of transfer or conveyance; or

b. The full market value of the other party's interest at the time that party discovers that he or she has an interest in such property, plus statutory interest in such property, plus statutory interest through and including the date of transfer or conveyance; or

c. An amount of the omitted property equal to the other party's interest therein, if it is reasonably susceptible to division.

With respect to the above paragraph, each party specifically waives any and all limitation periods for the bringing of an action to partition such undisclosed asset(s). Nothing contained herein shall alter the sole and absolute ownership of pre-marital property to which there has been no community contribution.

8. Except as herein specified, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other.

9. Each party shall assume, pay, be responsible for, and hold the other harmless from, any and all encumbrances, loans, mortgages, liens or obligations secured by or made against the property awarded to that party under this *Decree*, and each party shall assume, pay, be responsible for, and hold the other harmless from, any and all loans, debts, and obligations in his or her sole name as of the date this *Decree* is filed.

10. If any claim, action, or proceeding is brought seeking to hold one party liable on account of any debt, obligation, liability, act, or omission assumed by the other party, the assuming party will, at his or her sole expense, defend the other

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against any such claim or demand and will indemnify, defend, and hold harmless the non-assuming party.

11. Except as may be provided for herein, and except as may be provided by Will or Codicil voluntarily executed after this date, each of the parties releases and waives any and all right to the estate of the other left at his or her death, and forever quitclaims any and all right to share in the estate of the other, by the laws of succession or community, and said parties hereby release one to the other all right to be administrator or administratrix, or executor or executrix, of the estate of the other, and each party hereby waives any and all right to the estate or any interest in the estate of the other for family allowance or property exempt from execution, or by way of inheritance, and said waiver shall be effective from the date of this *Decree*.

12. Other than expressly set forth in this *Decree of Divorce*, the parties agree that they forever waive, release, and discharge the other from any rights, claims, demands, causes of action, and damages of any kind, known or unknown, now existing or arising in the future, resulting from or relating to any personal injuries, properties, damages, events, conduct, happenings or actions arising at the time of or prior to the date of this *Decree of Divorce*, including actions arising under contract or tort theories, whether arising from or during the marriage or divorce of the parties, or prior to the marriage of the parties.

This waiver, release and discharge is an integral part of this *Decree of Divorce* and may not be modified.

13. This stipulated *Decree of Divorce* is the full and final agreement between the parties. Accordingly, all prior negotiations and agreements between the parties are incorporated in this *Decree of Divorce*. The terms of this *Decree of Divorce* are intended by the parties as a final, complete, and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or alleged contemporaneous oral agreement. The terms of this *Decree of Divorce* may

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not be amended, modified, or altered except through written agreement signed by both parties, or by an appropriate order of the Court.

14. In the event that any provision of this *Decree of Divorce* shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the *Decree of Divorce* in any respect whatsoever.

15. This Court shall reserve jurisdiction over this matter as necessary to enforce any and all of its orders. All terms recited above dealing with property, debts, and alimony are parts of an integrated domestic support obligations order, such that frustration or non-performance of any terms (by bankruptcy or otherwise) that materially affects the others, which would not have been set forth as they were but for the expectation of performance of all stated terms. This Court reserves jurisdiction to enter such further or other orders as necessary to enforce or effectuate any and all provisions set out herein, including by way of compensatory alimony, or recharacterization or reallocation of property or debts so as to effectuate the terms of this *Decree*.

16. The parties each acknowledge that he or she has had the opportunity to independently obtain the information necessary to determine the nature, extent, and valuation of the community and jointly owned property set forth herein, and the community and joint debts and obligations set forth herein. The parties each further acknowledge that he or she has independently valued such community and jointly owned property, debt and obligations, and he or she has not relied upon any representations made by his or her counsel, or the other party's counsel. Specifically, neither party has relied upon any representations made by Marshal S. Willick, Esq. and Trevor M. Creel, Esq., of the WILLICK LAW GROUP as to the extent, nature or valuation of such property, debt and obligation, or with respect to the division of the same.

17. The parties shall submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230, on a separate form to the Court and the Welfare

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Division of the Department of Human Resources within ten days from the date of this *Decree* is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

CHILD CUSTODY NOTICES

1. **NOTICE IS HEREBY GIVEN** that the parties are subject to the provisions of NRS 125C.0065, which provides:

> 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
> (b) If the non-relocating parent refuses to give that consent, petition the court for primary physical custody for the purpose of relocating.
>
> 2. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child:
>
> (a) Without having reasonable grounds for such refusal; or
> (b) For the purpose of harassing the relocating parent.
>
> 3. A parent who relocates with a child pursuant to this section before the court enters an order granting the parent primary physical custody of the child and permission to relocate with the child is subject to the provisions of NRS 200.359.

2. **NOTICE IS FURTHER GIVEN** that a parent who relocates with the minor child after entry of an order, judgment, or decree without obtaining permission is subject to NRS 125C.0045(6), which provides:

> **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person

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having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

3. **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0045(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law are applicable to the parties. Nevada is hereby declared the State, and the United States of America is hereby declared the country, of habitual residence of the child(ren) for the purposes of applying the terms of the Hague Convention as set forth above.

4. **NOTICE IS FURTHER GIVEN** that under the terms of the Parental Kidnaping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody Jurisdiction Act, NRS 125A.010, *et seq.*, the courts of Nevada have exclusive modification jurisdiction of the custody and visitation terms relating to the child(ren) at issue in this case so long as either of the parties or the child(ren) continue to reside in this jurisdiction.

CHILD SUPPORT NOTICES

FURTHER NOTICE IS HEREBY GIVEN:

1. The parent having the child support obligation is subject to NRS 125.450 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

2. Pursuant to NRS 125B.145, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

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3. Pursuant to NRS 125B.140, if an installment of an obligation to pay support for a child becomes delinquent, the Court shall determine interest and penalties upon the arrearages at rates established pursuant to NRS 99.040 (interest) and NRS 125B.095 (penalties), from the time each amount became due. Interest and penalties shall continue to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

IT IS SO ORDERED this 30 day of January, 2017.

DISTRICT COURT JUDGE

Dated this 12th day of January, 2017.

Respectfully Submitted By:
WILLICK LAW GROUP

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EXHIBIT "1"

EXHIBIT "1"

EXHIBIT "1"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	$1,963.50
Total Interest Due 01/10/2017:	$61.36
Total Penalty Due 01/10/2017:	$111.41
Amount Due If paid on 01/10/2017:	$2,136.27
Amount Due If paid on 01/11/2017:	$2,137.12
Daily Amount accruing as of 01/11/2017:	$0.84

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
01/10/2017	0.00	01/10/2017	0.00	1,963.50	61.36
Totals	1,963.50		0.00	1,963.50	61.36

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*140.25	0.00	0.00
01/01/2016	*140.25	140.25	1.19
02/01/2016	*140.25	280.50	3.57
03/01/2016	*140.25	420.75	6.90
04/01/2016	*140.25	561.00	11.65
05/01/2016	*140.25	701.25	17.40
06/01/2016	*140.25	841.50	24.53
07/01/2016	*140.25	981.75	32.57
08/01/2016	*140.25	1,122.00	42.08
09/01/2016	*140.25	1,262.25	52.77
10/01/2016	*140.25	1,402.50	64.27
11/01/2016	*140.25	1,542.75	77.33
12/01/2016	*140.25	1,683.00	91.13
01/01/2017	*140.25	1,823.25	106.57
01/10/2017	0.00	1,963.50	111.41
Totals	1,963.50	1,963.50	111.41

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	||	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	||	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	||	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	||	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	||	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	||	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	||	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	||	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	||	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	||	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	||	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	||	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	||	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	||	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	||	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	||	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	||	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	||	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	||	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	||	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	||	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	||	5.75%	from Jan 2017 to Jul 2017

Report created by:

Marshal Law version 4.0

Willick Law Group - trevor@willicklawgroup.com - (702) 438-4100

End of Report

EXHIBIT "2"

EXHIBIT "2"

EXHIBIT "2"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	$2,870.00
Total Interest Due 01/10/2017:	$196.81
Total Penalty Due 01/10/2017:	$358.36
Amount Due If paid on 01/10/2017:	$3,425.18
Amount Due If paid on 01/11/2017:	$3,426.41
Daily Amount accruing as of 01/11/2017:	$1.23

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
01/10/2017	0.00	01/10/2017	0.00	2,870.00	196.81
Totals	11,000.00		8,130.00	2,870.00	196.81

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*2,200.00	0.00	0.00
01/01/2016	*2,200.00	2,200.00	18.68
02/01/2016	*2,200.00	6,340.00	55.95
02/12/2016	0.00	5,640.00	75.01
02/17/2016	0.00	5,340.00	82.71
02/26/2016	0.00	3,540.00	95.84
02/27/2016	0.00	2,890.00	96.81
03/04/2016	*2,200.00	4,440.00	103.35
03/11/2016	0.00	3,790.00	111.84
03/18/2016	0.00	3,140.00	119.09
03/25/2016	0.00	2,480.00	125.10
04/02/2016	*2,200.00	4,120.00	131.12
04/13/2016	0.00	3,570.00	143.50
04/16/2016	0.00	3,470.00	146.43
04/22/2016	0.00	2,870.00	152.12
07/01/2016	0.00	2,870.00	207.01
01/01/2017	0.00	2,870.00	351.29
01/10/2017	0.00	2,870.00	358.37
Totals	11,000.00	2,870.00	358.37

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	||	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	||	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	||	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	||	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	||	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	||	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	||	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	||	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	||	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	||	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	||	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	||	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	||	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	||	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	||	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	||	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	||	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	||	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	||	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	||	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	||	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	||	5.75%	from Jan 2017 to Jul 2017

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End of Report

EXHIBIT "3"

EXHIBIT "3"

EXHIBIT "3"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	$4,097.10
Total Interest Due 01/10/2017:	$128.05
Total Penalty Due 01/10/2017:	$0.00
Amount Due If paid on 01/10/2017:	$4,225.15
Amount Due If paid on 01/11/2017:	$4,225.79
Daily Amount accruing as of 01/11/2017:	$0.64

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
01/10/2017	0.00	01/10/2017	0.00	4,097.10	128.05
Totals	4,097.10		0.00	4,097.10	128.05

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979	||	8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987	||	10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988	||	11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989	||	13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990	||	12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991	||	8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994	||	9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995	||	11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996	||	10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998	||	9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000	||	11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001	||	6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003	||	6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004	||	6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005	||	8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006	||	10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008	||	7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012	||	5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013	||	5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014	||	5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015	||	5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016	||	5.75%	from Jan 2017 to Jul 2017

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End of Report

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email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: T

DATE OF HEARING: 07/25/17
TIME OF HEARING: 10:00 Am

ORAL ARGUMENT Yes X No ____

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

MOTION FOR SANCTIONS; FOR AN ORDER TO SHOW CAUSE AS TO WHY ALEX GHIBAUDO SHOULD NOT BE HELD IN CONTEMPT; FOR JOINDER OF ALEX'S BUSINESS INTERESTS; AND FOR ATTORNEY'S FEES AND COSTS

I. INTRODUCTION

Although we have done our very best to resolve the issues in dispute without the necessity of Court intervention pursuant to EDCR 5.501, Alex continues to disobey the clear orders of this Court, and has refused to provide any documentation

establishing his income for the 2016 tax year so as to determine his actual family support obligation in accordance with the *Decree of Divorce*.

Alex has also failed to pay a penny towards the minor child's health insurance premiums, for any of her unreimbursed medical expenses, he continues to violate the *Mutual No Contact Order* issued by this Court, and he has threatened us, in no uncertain terms, to "try" to collect monies owed to Tara. This state of affairs is simply intolerable and we request this Court's assistance in enforcing its orders.

NOTICE OF MOTION

TO: ALEX GHIBAUDO, Defendant; and

TO: ERIC ROY, ESQ., Unbundled Attorney for Defendant.

PLEASE TAKE NOTICE that the foregoing *Motion* will be heard at the Eighth Judicial District Court, Family Division, 601 N. Pecos Road, Las Vegas, Nevada 89101-2408, on the 25 day of July, 2017, at 10:00 a.m./~~p.m.~~., or as soon thereafter as counsel may be heard in Department T of said Court.

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TABLE OF CONTENTS

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POINTS AND AUTHORITIES

II. STATEMENT OF FACTS

The parties were married in Las Vegas, Nevada on December 30, 2001, and have one minor child, Nicole Ghibaudo, born May 17, 2001.

The parties participated in a settlement conference on May 18, 2016. They reached an agreement at that time and the terms of that agreement were placed on the record.

After being retained in September, 2016, we immediately contacted Alex and attempted to finalize the terms of the impending *Decree of Separate Maintenance* or *Decree of Divorce*. Ultimately, Alex refused to execute our proposed *Decree of Divorce*, which necessitated the filing of a *Motion* for its entry.

That *Motion* was initially heard on an *Order Shortening Time* on November 30, 2016, wherein the Court requested that we submit a *Reply* and *Opposition* to Alex's purported *Countermotion*. The Court also issued a *Mutual No Contact Order* pursuant to the stipulation of the parties. We submitted a detailed *Reply* on December 12, 2016.

We subsequently prepared an *Order* from the November 30, 2016, hearing and provided it to Alex for his review and consideration. He never responded, resulting in our direct submission of the *Order* that was ultimately filed with the Court on January 27, 2017.

The parties last appeared before the Court on January 10, 2017, wherein the Court granted Tara's request for entry of her proposed *Decree of Divorce* with the understanding that the Court was denying her request to utilize an accountant to review Alex's books and records relating to his law firm at that time.[1] It also granted

---

[1] However, the *Decree* provided (at 10, lines 10-13),

> Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.

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Tara's request to reduce Alex's temporary family support and medical insurance arrears for Tara and the minor child to judgment, and provided a methodology for determining an award of attorney's fees and costs to Tara. Specifically, the Court ordered:

> the following arrears owed by Alex shall be reduced to judgment and made collectible by any and all lawful means:
>
> a. Medical insurance arrears for the minor child totaling $2,136.27, with interest and penalties, as of January 10, 2017;
>
> b. Family support arrears totaling $3,425.18, with interest and penalties, as of January 10, 2017; and
>
> c. Medical insurance arrears for Tara totaling $4,225.15, with interest, as of January 10, 2017.
>
> . . .
>
> 6. Tara's request for attorney's fees shall be taken under advisement.
>
> 7. Tara's Counsel shall prepare a *Memorandum of Attorney's Fees and Costs*, as well as a separate *Order for Attorney's Fees* for the Court's consideration.
>
> 8. Alex shall have 10 days to file an opposition to Tara's *Memorandum of Fees and Costs*.

The Court denied Alex's request to set aside the parties' settlement entered into on May 18, 2016, and denied his frivolous request for sanctions against Tara and/or her Counsel.

A proposed *Decree of Divorce* was then submitted to the Court on January 12, 2017, along with a cover letter detailing all of the modifications to the original *Decree* attached as Exhibit 2 to Tara's *Motion for Entry of Decree of Divorce, etc.*, filed on November 15, 2016.

In accordance with the Court's instructions, Tara filed a *Memorandum of Fees and Costs* on January 18, 2017.

The *Decree of Divorce* was signed and ultimately entered on February 1, 2017.

The day after, Alex sent correspondence to the Court claiming that the *Decree of Divorce* is "ambiguous" with regard to the determination of his gross monthly

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income, while referencing his *Objection* to Tara's *Memorandum of Fees and Costs* filed at 1:11 a.m. that morning. We noted in our *Reply* to Alex's *Objection* the absurdity of his "concerns" regarding money in his Firm's accounts, and its potential characterization as gross monthly income in light of his previously ***vehement objection*** to the use of an accountant to review his books and records to actually make an independent determination of his gross monthly income. In all reality, Alex tacitly admitted that our specific request for a forensic accountant – someone ***who is qualified*** – to review his business books and records was the best method for calculating his gross monthly income and resolving these types of questions.[2]

Shortly after the January 10th hearing, we also prepared and sent off a copy of that proposed *Order* to Alex for his review and consideration. He never responded. We then directly submitted that *Order* to the Court for its signature, and the same was entered on February 17, 2017.

The *Decree of Divorce* provided, in relevant part,

> 2. ***Medical Insurance for Minor Child.*** Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost.
>
> 3. ***Medical Insurance Arrears for the Minor Child.*** Pursuant to the Order From Hearing of November 19, 2015, filed February 3, 2016, Alex was ordered to provide medical insurance for the minor child as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards the child's medical insurance premiums which has resulted in a principal arrearage of $1,963.50, with interest and penalties, he owes $2,136.27 as of January 10, 2017.
>
> 4. ***Unreimbursed Medical Expenses for Minor Child.*** With regard to the payment of future unreimbursed medical expenses incurred on behalf of the minor child, not including medical insurance premiums, the parties shall

---

[2] Although the definition of gross monthly income contained within the *Decree of Divorce* is not "ambiguous", its application to Alex's business operations will require the services of an accountant and further clarification by this Court given Alex's abject refusal to stipulate to the use of a qualified professional to review his books, or actually provide ***any*** financial information. Otherwise, Alex will continue reporting that he's "making no money." Apparently, Alex simply wants us to "believe" his representations of his income without any proof or verification.

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adhere to the court's standard Medical and Health Sharing Policy ("30/30 Rule")[3]

. . .

3. All debt incurred prior to the entry of the *Decree of Divorce* shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts.[4]

. . .

POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the $819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is $10,000, he shall provide Tara with a family support payment of $5,000; in the event Alex's gross monthly income is $4,000, he shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of $2,500 per month. As examples only, if Tara's gross monthly income is $2,000, and Alex's is $10,000, Alex shall provide Tara with a family support payment of $4,000; in the event Tara's gross monthly income is $4,000, and Alex's is $8,000, Alex shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes,

---

[3] Page 5, lines 5-17.

[4] Page 8, lines 23-26.

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contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.[5]

5. When the minor child turns 18 years of age, Alex's family support obligation shall continue in the minimum amount of $2,500, or the greater amount of one-half of the difference between the parties' incomes and shall not be reduced to account for the termination of child support.

6. For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns every year. If it is determined that Alex provided Tara with less than what he was otherwise required to pay after reviewing his tax returns, he shall immediately make up any such difference and provide Tara with adequate payment.

7. Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.[6]

. . .

2. ***Family Support Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with the sum of $2,200 per month as and for family support commencing on November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex has made sporadic payments towards that obligation which has resulted in an arrearage, as of January 10,2017, Alex owed the principal sum of $2,870, with interest and penalties, he owes $3,425.18. This amount shall be reduced to judgment and made collectible by any and all lawful means.[7]

3. ***Medical Insurance Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards her medical insurance premiums which has resulted in a principal arrearage of $4,097.10; with interest, he owes $4,225.15 as of January 10, 2017.[8]

Alex has failed to pay or provide for the child's medical insurance, and he has failed to provide Tara with repayment towards the child's unreimbursed medical expenses. As of June 13, 2017, Alex's medical insurance arrears total $1,440.63,

---

[5] Page 9, lines 1-28.

[6] Page 10, lines 1-13.

[7] Page 10, lines 19-26.

[8] Page 11, lines 1-6.

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with interest and penalties.[9] His principal unreimbursed medical expense arrears total $715.50.[10]

Alex has also failed to satisfy any portion of the debt incurred during the marriage for which he was made solely responsible pursuant to the parties' agreement and the *Decree of Divorce*. Specifically, Alex owes the following amounts, most of which were incurred because of Alex's refusal to provide Tara with support during the pendency of their divorce action:

1. **Moving Expenses** = $1,360

2. **Money Loaned by Parents for Necessary Expenses** = $7,800 (On October 1, 2016, Joe and Donna Kellogg loaned Tara $7,800 to satisfy some of her expenses).

3. **Additional Money Loaned by Parents for the Following Expenses:**

   (a) Money for Rent - $19,200
   (b) Moving Expenses - $1,360
   (c) Attorney's Fees and Costs - $50,803.50[11]

4. **Money Loaned by Parents to Purchase Vehicle** = $17,094.39 (Joe and Donna Kellogg loaned Tara $17,094.39 for the purchase of her automobile as Tara's repeated attempts to refinance were unsuccessful as a result of Alex's filing for Chapter 13 bankruptcy).

5. **Medical Expenses** = $6,334.30

6. **Student Loan Debt** = $31,427

7. **Credit Report Debt** = $5,755

---

[9] *See* Exhibit 1, MLAW Arrearage Calculation Summary and documentation from Aetna detailing change of insurance premiums, which is also provided in the independently filed *Schedule of Arrears* submitted contemporaneously with this *Motion*.

[10] *See* Exhibit 2, copies of medical bills incurred on behalf of the child for which Alex has not reimbursed Tara. All bills have been provided to Alex either through us, or through Tara.

[11] We acknowledge the possibility that the Court may have determined that Tara already received an award of attorney's fees and costs relating to the preparation and entry of the *Decree of Divorce* over Alex's objection. However, these fees were incurred prior to finalization of the *Decree* and do constitute a marital debt for the Court's review and consideration.

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8. **TOTAL = $141,134.19**[12]

On February 27, 2017, the Court issued a *Minute Order* stemming from the January 10th hearing, wherein it awarded Tara attorney's fees of $2,000. Alex has paid nothing towards this award and has specifically gloated to us that he has taken all measures to become uncollectible after we attempted to garnish his accounts to ensure that Tara receives what she was rightfully awarded.

Both before and after entry of the *Decree*, Alex only made sporadic and insufficient payments towards his ***minimum*** family support obligation. He also failed to make sufficient payments towards his substantial arrears. As a result, we prepared and submitted a *Writ of Execution* and *Writ of Garnishment* in an effort to collect on Tara's substantial judgments.[13]

Almost immediately after being notified of the garnishment, Alex sent yet another letter to this Court, this time decrying our efforts to actually collect that to which Tara was owed, while claiming that we were attempting to garnish from his business accounts even though there was absolutely no delineation between his personal accounts and purported business accounts, as the limited account statements in our possession at that time indicated he was using his "business" accounts as his personal piggy bank. In any event, those garnishments secured a whopping total of $110.05 from his various accounts; however, the garnishment, along with our subsequent EDCR 5.501 communication, did get Alex's attention.

On March 8, 2017, and in direct response to Tara requesting reimbursement for Nicole's dental expenses, his half totaling $195.50, Alex responded by stating,

---

[12] *See* Exhibit 3, documents detailing all of the marital debt incurred prior to entry of the *Decree of Divorce*; also see Tara's *Memorandum of Fees and Costs*, filed January 18, 2017.

[13] Shortly after sending out the *Writs* for enforcement, Alex's girlfriend, Elske Shipp, sent Tara incredibly nasty messages and sexually explicit photos of her having sex with Alex. This ultimately led to Tara applying for and receiving a TPO.

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> You will be reimbursed. From now on, I created an email account for any communication you have for me. It is bsfromtara@gmail.com. Do not call, text or email me anywhere else, as you are blocked.[14]

On March 25, after reviewing Tara's Facebook page, Alex sent her the following Facebook messages:

> Move on with your life psycho.
>
> Really Cliff [a friend who responded to Tara's post]? Whatever. This scumbag [Tara] torpedoed our life for alcohol and cocaine, I pay her more than you pay your ex-wife and she's a heroine? Ok pal.
>
> From your friend and former fuck buddy Joseph Iarussi. Stalking me much psychopath?
>
> Remember, the scumbag you told me you fucked?
>
> Get a job, get a life, get off social media.[15]

In our correspondence, dated March 28, 2017, we detailed Alex's ***minimum*** family support arrearage of $12,974.65 (assuming the minimum payment of $2,500 since May, 2016) and demanded that he satisfy at least 25% of that sum within a week of our letter, with a specific payment plan to satisfy the remainder within 90 days.[16] We requested swift payment in light of the fact that he had recently purchased two vehicles, pays for his girlfriend and her children's cell phones, and was basically spending money on everything else but the support of his former spouse of 16 years and his child.

We also requested as part of that correspondence that Alex agree to the implementation of specific guidelines for purposes of determining his income, which would obviously avoid the necessity of a request for clarification and ultimately provide both parties with an independent analysis of his income. There would be no

---

[14] *See* Exhibit 4, e-mail exchange between Alex and Tara from March 7-8, 2017. Apparently Alex believes that Tara's request for reimbursement of the child's medical expenses is "BS." We are unsure how much more immature or childish Alex could be.

[15] *See* Exhibit 5, Facebook messages from Alex Ghibaudo, dated March 25, 2017.

[16] *See* Exhibit 6, correspondence dated March 28, 2017, without enclosures.

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further "I don't make any money", or "you make way more than you're representing." Alex rejected our proposals out of hand and never provided any offers or solutions to the accounting problem he effectively created.[17]

Approximately one week after sending our EDCR 5.501 letter, we had a telephone conversation with Alex in which he agreed, for purposes of avoiding a motion for an order to show cause, that he provide Tara with the sum of $1,000 per week, with payment to be made every Friday by the close of business.[18] Literally days after those arrangements were made, Alex failed to make a timely payment. This resulted in Tara seriously considering a report to the State Bar in light of Alex's substantial arrears. Without even referencing Alex's name in any capacity, Tara posted a message on her Facebook page indicating that she was "feeling determined at State Bar of Nevada," and an inspirational meme that read "Hey "Dad", I did it without you."

Upon review of Tara's Facebook page, which is apparently a favorite pastime for Alex, he went into a confused and sordid tirade. He initially sent Tara the following messages:

> This hateful, vindictive little person has been getting $1000 a week
>
> She spent $54,000 to "get" me and didn't get shit but a big fat bill from her lawyers.

---

[17] He also apparently ignored our commentary concerning he and his girlfriend's totally inappropriate and reprehensible communications with Tara. As noted in that correspondence, "You obviously cannot or will not stop communicating (or instructing others) with Tara inappropriately and no matter how many times you are warned, or told to just grow up and get a life, it doesn't seem to matter."

[18] It was specifically understood that Alex's first $2,500 would go towards his ***minimum*** support obligation, with the remainder being applied to the arrears that had already been reduced to judgment – since he would be paying Tara $4,333, this meant that $1,833 per month would be going towards his arrears, which equates to $423 per week. This agreement did not account for Alex's additional arrears that have undoubtedly been incurred since May 18, 2016, relating to his current family support obligation. In order to determine his arrears in this regard, and at a minimum, Alex will obviously need to provide copies of his 2016 personal and business tax returns, as well as all documentation supporting the numbers contained in his tax return.

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From the world's most unstable women. Message me for more info.

He followed up on April 15, 2017, and sent the following two e-mails directly to Tara,

> MADE IN ACCORDANCE WITH EDCR 5.11[19]
>
> Ms. Kellogg,
>
> Cease & Desist from your hateful lies, embellishments, over exaggerations, and persistent harassment via social media or otherwise.
>
> Take down any public posts that reference me, our divorce matter, or your closely held belief that you are not being paid enough immediately.
>
> Failure to do so will result in an immediate police report, an application for a temporary protective order, a civil suit for damages, and a motion for contempt and sanctions in family.
>
> This is your first and only warning. I am no longer playing games with you. Further harassment, slander, libel, and stalking will result in immediate and devastating legal action.
>
> Alex Ghibaudo, Esq.
>
> . . .
>
> Ms. Kellogg,
>
> Until further order from the court, because litigation is imminent, your additional $422.00 Will be given to my girlfriend, Elske, who actually works for a living. Good job shooting yourself in the foot, again.
>
> Alex[20]

As this Court is aware, the *Mutual No Contact Order* provided that absent an emergency involving the minor child, or unforeseen circumstances that could affect an exchange of the child,

> there shall be no telephone calls, text massages, e-mails, letters, or other forms of communication of any kind from either party to the other party, directly or through agents, significant others, friends, peers, or representatives (excepting communications between Alex and Tara's attorneys).[21]

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[19] As this Court is aware, and a fact to which we've informed Alex on several occasions, EDCR 5.11 no longer exists.

[20] *See* Exhibit 7, e-mails from Alex to Tara, dated April 15, 2017.

[21] Page 2, lines 1-6.

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On April 17, 2017, the following business day after Alex's rants, we sent Alex an e-mail stating,

> Alex,
>
> You are making a serious mistake concerning your indication that you will not be paying $1,000 as agreed upon, a portion of which is necessarily going towards your substantial arrears. To be clear, I talked Tara down from submitting a Bar complaint despite the fact that it seems to be the ONLY threat for which you will respond appropriately, notwithstanding your most recent threats and citation to a non-existent rule.
>
> In any event, if payment of $1,000 is not received on Friday of this week, ***as you agreed***, and every other week thereafter, we will have little choice but to file a Motion with the Court seeking to reduce your arrears to judgment, certification of your gross monthly income, to which Tara is entitled to 50%, for an order to show cause given your failure to pay for Nicole's health insurance premiums and unreimbursed medical expenses, and to reduce the substantial debts, for which you are responsible, to judgment.
>
> Additionally, considering that the deadline to file your tax return is tomorrow, I expect to receive copies of your return and ALL supporting information for purposes of determining what you owed Tara for the 2016 tax year in accordance with your agreement and the Decree of Divorce.
>
> Finally, your response to the return of Nicole's dog was cryptic - what does "if I see him again," mean? Did you lose the dog or give the dog to someone else? If so, when, and for what purpose?
>
> Please provide a written response to this correspondence on or before the close of business on Wednesday, April 19th. Should I not hear from you by that time, I will construe that as a breach of our agreement, and notice that you have no intentions of complying with the terms of the Decree.[22]

Despite subsequent assurances from Alex, he still did not make a timely payment. So as to avoid additional attorney's fees, we gave Alex the benefit of the doubt as he continually made late and untimely payments. We essentially reminded him of his obligation every Friday, with follow-ups early on the following week as he failed to make payments as promised. Eventually, and after he failed to make payment for two weeks in May, 2017, our patience wavered and we sent yet another demand letter on June 1, 2017.[23]

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[22] *See* Exhibit 8, e-mails from April 6-17, 2017.

[23] *See* Exhibit 9, correspondence dated June 1, 2017.

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In response, Alex promised to pay what he could and that he wanted to "discuss" (modify) his support obligations altogether because he is purportedly unable to pay $1,000 per week. Of course, he failed to produce a single shred of evidence indicating that he couldn't satisfy his support obligations under the terms of the *Decree*, and actually told us that we "will receive no financial information at this time because I am under no obligation to provide it."[24]

Ultimately, Alex made an offer to "settle" what he owed both previously and prospectively. Less than 24 hours later, he indicated that our prior agreement of him providing $1,000 per week was "off" despite the reality that he had not been abiding by it anyways. In response to an e-mail from us on June 2, 2017, Alex stated, "Im done with the endless back and forth. Deal off. We will address all this in court. ***I will fold my business as of Monday***. Not working my ass off for taras sake. Sorry."[25]

He sent this e-mail literally hours after violating the *Mutual No Contact Order*, ***again***. After Tara mistakenly hit "reply all" on a message sent by Alex, Alex inadvertently received a message meant for us. That message "prompted" the following rant from Alex,

> Lies and threats? Bitch I'm tired of your bullshit. You're aprofessional victim. You constantly call me a"druggie", claim I put Elske's kids over my own, and have PAY your lawyer to harass me about money you clearly don't need.
>
> I'm fed up with your bullshit. I saw Nicole on her birthday and spent $600 on her. I wanted to see her the next two weeks but you blew me off. Now you want to claim I spend money on Elske's kids and not Ncole? I haven't spent a single solitary penny on Elske's kids, EVER.
>
> If Nicole needs clothes, buy them bitch. So far this year you've received more in support than many millions make all year. But you have to ask your fucking parents for money? You're pathetic! Really, get your head out your fucking ass.
>
> If Nicole needs ANYTHING, she can ask me and I will get it.

---

[24] *See* Exhibit 10, e-mail from Alex dated June 1, 2017.

[25] *See* Exhibit 11, e-mail from Alex dated June 2, 2017. [Emphasis added]. Alex has consistently "threatened" to willfully under employ himself on several occasions for purposes of avoiding his support obligations.

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> You're bullshit victim narrative is tired and falls on deaf ears. The only people that care are your lawyers, who you pay too much to listen to it, whoever you're fucking, and your parents, who don't have a choice.
>
> Don't bring your bullshit my way because I don't care. Sit down and shut the fuck up and you'll get paid. But every time you remind me of your existence, I start thinking of all the ways and reasons not to pay.
>
> Note that my girlfriend works, does not need or ask for money, and so does not get anything. You are the only leach sucking on my teat. Fucking idiot.[26]

We responded shortly thereafter indicating to Alex that this was a complete and total violation of the *No Contact Order*. He actually stated in his answer that he "***meant for that.***"[27] Eventually, we agreed that in order to avoid court intervention, we would accept a $2,000 payment on Monday, June 5th, with the understanding that an additional $1,000 would be paid Friday, June 9th, and every Friday thereafter.

Alex failed to make a $2,000 payment on Monday and, it is suspected that we'll have to chase him for additional payments for the foreseeable future. Quite frankly, we are tired of having to do so, which is why we are requesting more specific guidelines from this Court to assist Tara in actually getting paid that to which she is owed, while hopefully eliminating the litany of excuses from Alex as to why he hasn't satisfied his obligations both under the *Decree* and in accordance with our subsequent agreement.

As of June 13, 2017, and in addition to the marital debt outlined above, Alex owes Tara the following amounts:

Minimum Family Support Arrears – $12,383.29, with interest and penalties.[28]

Medical Insurance Arrears – $1,440.63, with interest and penalties.

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[26] *See* Exhibit 12, additional e-mails from June 1, 2017. We note that he copied his girlfriend, Elske Shipp, to apparently "prove" what a tough guy he is.

[27] *Id.* [Emphasis added]. Alex seems to believe he can do whatever he wants, whenever he wants. He must be disabused of that notion immediately.

[28] *See* Exhibit 13, MLAW Arrearage Calculation Summary detailing Alex's family support arrears.

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(Principal) Unreimbursed Medical Expense Arrears – $715.50.

Attorney's Fees and Costs to Tara – $2,033.39.[29]

Temporary Family Support Arrears – unknown until we determine Alex's actual family support obligation in accordance with the agreement of the parties and the *Decree*.

Prior Medical Insurance Arrears for Nicole – unknown until we determine Alex's actual family support obligation in accordance with the agreement of the parties and the *Decree*.

Prior Medical Insurance Arrears for Tara – unknown until we determine Alex's actual family support obligation in accordance with the agreement of the parties and the *Decree*.

In addition, as recently as Sunday, June 11th, Alex posted the following meme,

> THE LOOK ON MY FACE WHEN SOMEONE ASKS ME
>
> HOW I DIDN'T KNOW MY EX WAS A PIECE OF SHIT SOONER THAN I DID[30]

This *Motion* follows.

III. LEGAL ARGUMENT

A. Alex Should be Held in Contempt and Sanctioned Accordingly for His Multiple Violations of the *Mutual No Contact Order*, the *Decree of Divorce*, and the *Order for Attorney's Fees and Costs*

NRS 22.010 provides in pertinent part:

> The following acts or omissions shall be deemed contempts:
>
> 1. Disorderly, contemptuous or insolent behavior toward the judge while the judge is holding court, or engaged in judicial duties at chambers, or toward masters or arbitrators while sitting on a reference or arbitration, or other judicial proceeding.
>
> 2. A breach of the peace, boisterous conduct or violent disturbance in the presence of the court, or in its immediate vicinity, tending to interrupt the due course of the trial or other judicial proceeding.
>
> 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

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[29] *See* Exhibit 14, MLAW Arrearage Calculation Summary detailing interest on the attorney's fees and costs awarded to Tara.

[30] *See* Exhibit 15, Facebook post from Alex Ghibaudo on June 11, 2017.

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Further, NRS 22.100 dictates the penalties for contempt, as follows:

> 1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeded against is guilty of the contempt charged.
>
> 2. Except as otherwise provided in NRS 22.110, if a person is found guilty of contempt, a fine may be imposed on him not exceeding $500 or he may be imprisoned not exceeding 25 days, or both.
>
> 3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may require the person pay to the party seeking to enforce the writ, order, rule or process the reasonable expenses, including, without limitation, attorneys fees, incurred by the party as a result of the contempt.

1. Alex Has Failed to Comply With the Terms of the *Mutual No Contact Order*

This Court entered an unambiguous *Mutual No Contact Order* on January 27, 2017, wherein the Court ordered that the parties shall have no contact with each other, and, absent an emergency involving the minor child, or unforeseen circumstances that could affect and exchange of the child,

> there shall be no telephone calls, text messages, e-mails, letters, or other forms of communication of any kind from either party to the other party, directly or through agents, significant others, friends, peers, or representatives (excepting communications between Alex and Tara's attorneys).[31]

As noted above, Alex clearly violated the terms of the *Mutual No Contact Order* on at least ***eleven*** separate occasions. We request that Alex be monetarily sanctioned in the amount of $500 for each one of his eleven violations of the *Mutual No Contact Order* ($5,500), and that he be ordered to pay the entirety of Tara's attorney's fees and costs.

2. Alex Has Failed to Provide for Nicole's Health Insurance

The *Decree of Divorce* provided that "Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost." He has failed in this

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[31] Page 2, lines 1-6.

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regard and has not paid a single penny towards Nicole's health insurance since entry of the *Decree*. His failure has resulted in an arrearage of $1,440.63, with interest and penalties, as of June 13, 2017.[32]

In addition to reducing Alex's arrears to judgment, Alex should be monetarily sanctioned in the amount of $500 for each one of his violations of the medical insurance provision in the *Decree*, a total of ***six*** independent violations ($3,000), and made responsible for the entirety of Tara's attorney's fees and costs.

3. Alex Has Failed to Pay for His Share of Nicole's Unreimbursed Medical Expenses

The *Decree of Divorce* provided that all unreimbursed medical expenses incurred on behalf of the minor child are to be divided equally between the parties pursuant to the 30/30 Rule. Alex has failed to pay any of the minor child's unreimbursed medical expenses which has resulted in a principal arrearage of $715.50, as of June 13, 2017.[33]

In addition to reducing Alex's arrears to judgment, Alex should be monetarily sanctioned in the amount of $500 for each one of his violations of the unreimbursed medical expense provision in the *Decree*, a total of ***three*** independent violations ($1,500), and made responsible for the entirety of Tara's attorney's fees and costs.

4. Alex Has Failed to Pay Even the Minimum Level of Support Outlined in the *Decree of Divorce*

The *Decree* states, "Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's

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[32] *See* Exhibit 1, MLAW Arrearage Calculation Summary and documentation from Aetna detailing change of insurance premiums, which is also provided in the independently filed *Schedule of Arrears* submitted contemporaneously with this *Motion*.

[33] *See* Exhibit 2, copies of medical bills incurred on behalf of the child for which Alex has not reimbursed Tara. All bills have been provided to Alex either through us, or through Tara.

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gross monthly income, whichever amount is greater." Alex has failed to satisfy even his minimum obligation under the terms of the *Decree* which has resulted in a ***minimum*** arrearage of $12,383.29, with interest and penalties, as of June 13, 2017.

In addition to reducing Alex's arrears to judgment, Alex should be monetarily sanctioned in the amount of $500 for each one of his failures to pay Tara even the ***minimum*** support due and owing under the *Decree*, a total of ***ten*** (including June) independent violations ($5,000), and made responsible for the entirety of Tara's attorney's fees and costs.

5. Alex Has Failed to Pay Any Portion of the Marital Debt for Which he Agreed to be Solely Responsible

The *Decree* indicates,

> All debt incurred prior to the entry of the *Decree of Divorce* shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts.

Alex has failed to pay any portion of the marital debt for which he is responsible. Accordingly, he should be monetarily sanctioned for failing to do so and Tara should be awarded the entirety of her attorney's fees and costs

6. Alex Has Not Paid Any Portion of the Attorney's Fees Awarded to Tara

The *Order for Attorney's Fees and Costs*, filed May 16, 2017, awarded Tara $2,000 in attorney's fees and costs. Alex has not made any effort to satisfy Tara's attorney's fees and has indicated that any collection efforts would be futile. As such, we request the Court establish a payment plan requiring him to pay the minimum sum of $500 per month until this award has been satisfied.

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B. This Court Should Clarify and Provide a Specific Methodology for Determining Alex's Gross Monthly Income

This Court retains the authority to construe and enforce its orders, and we specifically request that it do so.[34]

The Court has already determined that gross monthly income

> means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.

Given that definition, it is essential that Alex provide us with all information regarding his gross monthly income and all of his legitimate business expenses. Although we previously requested the implementation of specific guidelines for purposes of determining Alex's income, to which he objected and then later changed his mind, we request the Court establish the following parameters; at minimum, Alex should be required to provide his tax return and all supporting documentation if the Court does not want to implement a quarterly accounting structure even though Alex should be paying taxes every quarter:

> For purposes of determining Alex's gross monthly income, he shall provide an accountant of Tara's choosing immediate and unfettered access to his account statements, profit and loss statements, accounting software (quickbooks, quicken, Zero, etc.), tax returns, expense receipts, and any other financial information relating to a calculation of Alex's gross monthly income. This accountant shall also have access to any and all financial records related to Alex's law practice from its inception. Upon certification of Alex's gross monthly income, Alex shall provide Tara with her family support in accordance with the instructions outlined in the *Decree of Divorce*. To ensure there is minimal delay in providing Tara with her support, the accountant of her choosing should be afforded at least quarterly access to Alex's business records. The parties shall be equally responsible for any fees and costs associated with the accountant of her choosing. However, the Court shall reserve jurisdiction concerning the allocation of the accountant's fees in the event Alex does not cooperate in providing him or her with access to the aforementioned information.

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[34] *See* NRS 125.040. *See also Grenz v. Grenz*, 78 Nev. 394, 274 P.2d 891 (1962) (a trial court has the inherent power to construe its judgments and decrees); *Murphy v. Murphy*, 64 Nev. 440, 183 P.2d 632 (1947); *Lindsay v. Lindsay*, 52 Nev. 26, 280 P. 95 (1929); *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972) (court has inherent power to enforce its orders and judgments); *In re Chartz*, 29 Nev. 110, 85 P. 352 (1907) ("The power of courts to punish for contempt and to maintain decency and dignity in their proceedings is inherent, and is as old as courts are old").

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> In the event Alex refuses to provide the accountant with access to his business records, regardless of the circumstances, a receiver shall be appointed to receive all business income and pay all necessary business expenses associated with Alex's law practice. Alex shall be solely responsible for any fees and costs associated with the appointment of a receiver.
>
> Should a dispute arise concerning the calculation of Alex's gross monthly income, the parties shall appoint a neutral third party to review their respective calculations and render a final determination. Alex shall be responsible for all fees associated with retaining a neutral third party in the event of a dispute, and, at least initially, he shall provide Tara with 50% of his gross monthly income as calculated by Tara's accountant. If it is determined that the amount paid to Tara was greater than the sums Alex was otherwise required to pay, he shall be afforded a credit towards his remaining support obligation.

We previously indicated our belief to this Court that an enforcement mechanism would be forthcoming in the event Alex refused to provide any financial information to determine his gross monthly income. Even though there is a requirement in the *Decree* that he at least provide us with his tax return and supporting documentation, he has abjectly refused, believing he "doesn't have to provide us with any financial information." He is obviously mistaken and we are seeking this Court's assistance in allaying his intentional misrepresentations. Since Tara has been forced to seek Court intervention just to receive even minimal documentation, she should receive an award of her attorney's fees and costs.

C. Alex's Various Business Entities Must be Joined to This Action and the Court Should "Reverse Pierce" the Corporate Veil to Afford Tara Adequate Relief

The joinder of Alex's business entities, Alex B. Ghibaudo, PC, G Law, and any other business for which he has an interest as "third party" defendants is necessary to accord complete relief in this action. Pursuant to NRCP 19:

> **(a) Persons to Be Joined if Feasible.** A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (I) as a practical matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest. If the person has not been so joined, the court

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> shall order that the person be made a party. If the person should join as a plaintiff but refuses to do so, the person may be made a defendant, or, in a proper case, an involuntary plaintiff.

Joinder of necessary parties is a long-standing policy of civil procedure in actions such as the one now before the Court, as described in *Robinson v. Kind.*[35]

In such cases, all persons with "an interest in the subject matter of the suit" are to be made parties "so that there may be a complete decree which shall bind them all." If the interest of the absent parties "may be affected or bound by the decree, they must be brought before the court, or it will not proceed to a decree." If a defendant before the court may be subjected to future litigation, or danger of loss, under the decree, the absent person must be made a party.[36]

Additionally, pursuant to NRCP 20 (a):

> **(a) Permissive Joinder.** All persons may join in one action as plaintiffs if they assert any right to relief jointly, severally, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or of fact common to all these persons will arise in the action. All persons may be joined in one action as defendants if there is asserted against them jointly, severally, or in the alternative, any right to relief in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all defendants will arise in the action. A plaintiff or defendant need not be interested in obtaining or defending against all the relief demanded. Judgment may be given for one or more of the plaintiffs according to their respective rights to relief, and against one or more defendants according to their respective liabilities.

In *Roberts v. Farmers Insurance Company*,[37] the Supreme Court found that joinder of a party is proper in the circumstances we have here. Specifically,

> It is true that our permissive joinder rule, 20(a), does allow one to join as defendants those against whom is asserted any right to relief arising out of the same transaction and if any question of law or fact common to all defendants will arise in the action. *Allen v. Pomroy*, 277 A.2d 727 (Me. 1971).

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[35] *Robinson v. Kind*, 23 Nev. 330, 47 P. 1, 47 P. 977 (1896).

[36] *Id.* 23 Nev. at 335-336.

[37] 91 Nev. 199, 533 P.2d 158 (1975).

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These basic civil procedure cases deal with whether a business entity can be joined as a party to litigation, which they unequivocally can, but the Nevada Supreme Court has also specifically addressed the joinder doctrine in family law cases.

In *Pelletier*,[38] the Nevada Supreme Court found that a "counterclaim" asserted against a divorce litigant by the other party's mother was improper because the mother-in-law had not been actually made a party to the case. The various parties asserted claims against multiple other individuals and corporations. The Court chose to address the merits of the conversion claim as a matter of judicial economy, but the holding was that for relief to be entered for or against a third party to a divorce, that party should be joined to the action.

The same holding, but with more explanation, appears in *Gladys Baker Olsen*.[39] There, a former husband failed to pay a money judgment or alimony to former wife as ordered upon divorce. The facts showed that the husband lived well, off a trust set up by his mother, which supplied his home, car, etc. The family court judge ordered the former husband imprisoned for non-payment, and also permitted the ex-wife to execute against the condominium and car. The trust filed a writ of prohibition in the Supreme Court.

The holding was strictly procedural and jurisdictional. It seemed clear from the facts that the husband and his mother were bad actors, acting in concert to deprive the ex-wife of the money owed her. The Court found that in such circumstances, it is the responsibility of the party seeking relief against the third party to join them in the action – that all "persons materially interested in the subject matter of the suit be made parties so that there is a complete decree to bind them all. If the interest of absent parties may be affected or bound by the decree, they must be brought before the court or it will not proceed to decree."

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[38] *Pelletier v. Pelletier*, 103 Nev. 408, 742 P.2d 1027 (1987).

[39] *Gladys Baker Olsen Family Trust v. District Court*, 110 Nev. 548, 874 P.2d 778 (1994).

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The Court stepped through the rules, and the procedures to follow, when it is believed that a third party might be in possession or control of assets at issue between parties to a divorce case, focusing on NRCP 19(a), which is quoted above.

In short, under NRCP 19(a), the third party must be joined if he or it asserts an ownership interest in the same money, property, or asset that is at issue in the divorce or post-divorce action. That pretty much describes the situation here as Alex is refusing to abide by the support orders of this Court through the creation of various legal entities. He believes he is judgment proof and should be immediately disabused of that notion with this Court joining those entities to ensure that money awarded to Tara is actually paid.

Moreover, Nevada has long recognized that although corporations are generally to be treated as separate legal entities, the equitable remedy of "piercing the corporate veil" may be available to a plaintiff in circumstances where it appears that the corporation is acting as the alter ego of a controlling individual.[40] Indeed, the essence of the alter ego doctrine is to "do justice" whenever it appears that the protections provided by the corporate form are being abused.[41]

While the classic alter ego situation involves a creditor reaching the personal assets of a controlling individual to satisfy a corporation's debt, the "reverse" piercing situation involves a creditor reaching the assets of a corporation to satisfy the debt of a corporate insider based on a showing that the corporate entity is really the alter ego of the individual.[42]

Alex is unequivocally (and proudly) abusing the corporate form to avoid his obligations to his former spouse of 16 years and his minor child. His behavior is

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[40] *See LFC Marketing Group, Inc. v. Loomis*, 116 Nev. 896, 8 P.3d 841 (2000); *McCleary Cattle Co. v. Sewell*, 73 Nev. 279, 317 P.2d 957 (1957).

[41] *See Polaris Industrial Corp. v. Kaplan*, 103 Nev. 598, 603, 747 P.2d 884, 888 (1987).

[42] *See generally* Gregory S. Crespi, *The Reverse Piercing Doctrine: Applying Appropriate Standards*, 16 J.Corp.L. 33, 55-69 (1990) (reviewing the case law on outsider reverse piercing).

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reprehensible, sanctionable, and requires the Court to "reverse pierce" his corporate form to ensure that Tara is actually paid that to which she is rightfully owed.

D. Tara Should be Awarded the Entirety of Her Attorney's Fees and Costs

Attorney's fees may be awarded in a pre-or post-divorce motion under NRS 18.010(2) and NRS 125.150(3).[43] Further, EDCR 7.60(b) provides:

> (b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:
> . . .
> (3) ***So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.*** [Emphasis added].
> (4) Fails or refuses to comply with these rules.

The Nevada Legislature amended NRS 18.010, dealing with awards of attorney's fees. The revised rule states that fees may be awarded:

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

[Emphasis added].[44]

NRS 125B.140 also ***mandates*** an award of reasonable attorney's fees whenever child support arrears are involved. Significant time and attention has been given to

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[43] *See Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998); *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998); *Halbrook v. Halbrook*, 114 Nev. 1455, 971 P.2d 1262 (1998); *Korbel v. Korbel*, 101 Nev. 140, 696 P.2d 993 (1985); *Fletcher v. Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973); *Leeming v. Leeming*, 87 Nev. 530, 490 P.2d 342 (1971).

[44] *See also Trustees v. Developers Surety*, 120 Nev. 56, 84 P.3d 59 (2004) (discussing the legislative intent of the quoted language).

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this particular issue by counsel and Tara's request for Alex's substantial arrears to be reduced to judgment makes up a substantial portion of this *Motion* and Tara's corresponding fees.

The undisputed facts are that Alex has consistently and willfully refused to abide by the unambiguous orders of this Court, and it is abundantly clear that he will continue to thumb his nose at this Court unless something is done. His impermissible actions and reprehensible behavior have forced Tara to incur substantial attorney's fees and costs. As such, he should be responsible for the entirety of her attorney's fees and costs.

With specific reference to Family Law matters, the Court has adopted "well-known basic elements," which in addition to hourly time schedules kept by the attorney, are to be considered in determining the reasonable value of an attorney's services qualities, commonly referred to as the *Brunzell*[45] factors:

1. *The Qualities of the Advocate*: his ability, his training, education, experience, professional standing and skill.

2. *The Character of the Work to Be Done*: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation.

3. *The Work Actually Performed by the Lawyer*: the skill, time and attention given to the work.

4. *The Result*: whether the attorney was successful and what benefits were derived.

Each of these factors should be given consideration, and no one element should predominate or be given undue weight.[46] Additional guidance is provided by reviewing the "attorney's fees" cases most often cited in Family Law.[47]

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[45] *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

[46] *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

[47] Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within the sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980); *Hybarger v.*

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The *Brunzell* factors require counsel to rather immodestly make a representation as to the "qualities of the advocate," the character and difficulty of the work performed, and the work actually performed by the attorney.

First, respectfully, we suggest that the supervising counsel is A/V rated, a peer-reviewed and certified (and re-certified) Fellow of the American Academy of Matrimonial Lawyers, and a Certified Specialist in Family Law.

Trevor M. Creel, Esq., the person primarily responsible for drafting this *Motion*, has practiced exclusively in the field of family law for nearly seven years under the direct tutelage of supervising counsel.

As to the "character and quality of the work performed," we ask the Court to find our work in this matter to have been adequate, both factually and legally; we have diligently reviewed the applicable law, explored the relevant facts, and believe that we have properly applied one to the other.

The fees charged by paralegal staff are reasonable, and compensable, as well. The tasks performed by staff in this case were precisely those that were "some of the work that the attorney would have to do anyway [performed] at substantially less cost per hour."[48] As the Nevada Supreme Court reasoned, "the use of paralegals and other nonattorney staff reduces litigation costs, so long as they are billed at a lower rate," so "'reasonable attorney's fees . . . includes charges for persons such as paralegals and law clerks."

The work actually performed will be provided to the Court upon request by way of a *Memorandum of Fees and Costs* (redacted as to confidential information), consistent with the requirements under *Love*.[49]

Hybarger, 103 Nev. 255, 737 P.2d 889 (1987).

[48] *LVMPD v. Yeghiazarian*, 129 Nev. ___, ___ P.3d ___ (Adv. Opn. No. 81, Nov. 7, 2013) citing to *Missouri v. Jenkins,* 491 U.S. 274 (1989).

[49] *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

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IV. CONCLUSION

Based on the above, Tara respectfully requests the Court issue the following orders:

1. Holding Alex in contempt for his violations of the *Mutual No Contact Order*, the *Decree of Divorce*, and the *Order for Attorney's Fees and Costs*.

2. Reducing the following amounts to judgment, and making them collectible by any and all lawful means as of June 13, 2017:

   a. **Minimum Family Support Arrears** – $12,383.29, with interest and penalties.[50]

   b. **Medical Insurance Arrears** – $1,440.63, with interest and penalties.

   c. **(Principal) Unreimbursed Medical Expense Arrears** – $715.50.

   d. **Attorney's Fees and Costs to Tara** – $2,033.39.

3. Monetarily sanctioning Alex in the amount of $500 for ***each and every one of his contempts***, which consist of the following:

   a. ***Eleven*** separate violations of the terms of the *Mutual No Contact Order*;

   b. ***Six*** separate violations of the medical insurance provision contained within the *Decree of Divorce*;

   c. ***Three*** independent violations of the unreimbursed medical expense provision in the *Decree of Divorce*;

   d. ***Ten*** separate violations of the family support provision contained within the *Decree of Divorce*;

   e. ***Seven*** independent violations of the marital debt provision outlined in the *Decree of Divorce*; and

   f. ***One*** violation of the *Order for Attorney's Fees and Costs*, as he had paid nothing towards that judgment.

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[50]

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4. Enforcing the gross monthly income provision of the *Decree of Divorce* by requiring Alex to provide his tax return and all supporting financial information for purposes of determining his family support obligation.

5. Joining Alex's various business entities to this case and reverse piercing the corporate veil to help assist Tara in collecting that to which she is rightfully owed.

6. Awarding Tara the entirety of her attorney's fees and costs.

7. For such other and further relief as the Court deems just and proper.

DATED this 16th day of June, 2017.

Respectfully Submitted By:

WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
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Attorneys for Defendant

DECLARATION OF TARA KELLOGG

1. I, Tara Kellogg-Ghibaudo, declare that I am competent to testify to the facts contained in the proceeding filing.

2. I have read the preceding filing, and I have personal knowledge of the facts contained therein. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

3. Alex and I were married in Las Vegas, Nevada, on December 30, 2001, and we have one minor child together, Nicole Ghibaudo, born May 17, 2001.

4. We participated in a settlement conference on May 18, 2016, and reached an agreement on all issues; the terms of that agreement were placed on the record.

5. The *Decree of Divorce* was signed and ultimately entered on February 1, 2017.

6. The *Decree of Divorce* provided, in relevant part,

> 2. ***Medical Insurance for Minor Child.*** Alex shall continue to provide medical insurance for the minor child so long as it is reasonable in cost.
>
> 3. ***Medical Insurance Arrears for the Minor Child.*** Pursuant to the Order From Hearing of November 19, 2015, filed February 3, 2016, Alex was ordered to provide medical insurance for the minor child as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards the child's medical insurance premiums which has resulted in a principal arrearage of $1,963.50, with interest and penalties, he owes $2,136.27 as of January 10, 2017.
>
> 4. ***Unreimbursed Medical Expenses for Minor Child.*** With regard to the payment of future unreimbursed medical expenses incurred on behalf of the minor child, not including medical insurance premiums, the parties shall adhere to the court's standard Medical and Health Sharing Policy ("30/30 Rule")[51]
>
> . . .

[51] Page 5, lines 5-17.

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3. All debt incurred prior to the entry of the *Decree of Divorce* shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts.[52]

. . .

POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the $819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is $10,000, he shall provide Tara with a family support payment of $5,000; in the event Alex's gross monthly income is $4,000, he shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of $2,500 per month. As examples only, if Tara's gross monthly income is $2,000, and Alex's is $10,000, Alex shall provide Tara with a family support payment of $4,000; in the event Tara's gross monthly income is $4,000, and Alex's is $8,000, Alex shall provide Tara with the minimum family support payment of $2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.[53]

5. When the minor child turns 18 years of age, Alex's family support obligation shall continue in the minimum amount of $2,500, or the greater amount of one-half of the difference between the parties' incomes and shall not be reduced to account for the termination of child support.

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[52] Page 8, lines 23-26.

[53] Page 9, lines 1-28.

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6. For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns every year. If it is determined that Alex provided Tara with less than what he was otherwise required to pay after reviewing his tax returns, he shall immediately make up any such difference and provide Tara with adequate payment.

7. Should a dispute arise concerning the calculation of Alex's gross monthly income, this Court specifically reserves jurisdiction to address such a dispute in the future and issue any and all orders necessary to enforce the terms of the parties' agreement.[54]

. . .

2. ***Family Support Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with the sum of $2,200 per month as and for family support commencing on November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex has made sporadic payments towards that obligation which has resulted in an arrearage, as of January 10,2017, Alex owed the principal sum of $2,870, with interest and penalties, he owes $3,425.18. This amount shall be reduced to judgment and made collectible by any and all lawful means.[55]

3. ***Medical Insurance Arrears.*** Pursuant to the *Order From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation shall commence as of December 1, 2015. Alex did not make any payments towards her medical insurance premiums which has resulted in a principal arrearage of $4,097.10; with interest, he owes $4,225.15 as of January 10, 2017.[56]

7. Alex has failed to pay or provide for the child's medical insurance, and he has failed to provide me with repayment towards the child's unreimbursed medical expenses.

8. As of June 13, 2017, Alex's medical insurance arrears total $1,440.63, with interest and penalties.

9. His principal unreimbursed medical expense arrears total $715.50, as of June 13, 2017.[57]

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[54] Page 10, lines 1-13.

[55] Page 10, lines 19-26.

[56] Page 11, lines 1-6.

[57] *See* Exhibit 2, copies of medical bills incurred on behalf of the child for which Alex has not reimbursed Tara. All bills have been provided to Alex either through us, or through Tara.

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10. Alex has also failed to satisfy any portion of the debt incurred during the marriage for which he was made solely responsible pursuant to the parties' agreement and the *Decree of Divorce*.

11. Specifically, Alex owes the following amounts, most of which were incurred because of Alex's abject refusal to provide me with support during the pendency of our divorce action:

1. **Moving Expenses** = $1,360

2. **Money Loaned by Parents for Necessary Expenses** = $7,800 (On October 1, 2016, Joe and Donna Kellogg loaned Tara $7,800 to satisfy some of her expenses).

3. **Additional Money Loaned by Parents for the Following Expenses:**

   (a) Money for Rent - $19,200
   (b) Moving Expenses - $1,360
   (c) Attorney's Fees and Costs - $50,803.50[58]

4. **Money Loaned by Parents to Purchase Vehicle** = $17,094.39 (Joe and Donna Kellogg loaned Tara $17,094.39 for the purchase of her automobile as Tara's repeated attempts to refinance were unsuccessful as a result of Alex's filing for Chapter 13 bankruptcy).

5. **Medical Expenses** = $6,334.30

6. **Student Loan Debt** = $31,427

7. **Credit Report Debt** = $5,755

8. **TOTAL = $141,134.19**[59]

12. On February 27, 2017, the Court issued a *Minute Order* stemming from the January 10th hearing, wherein it awarded me attorney's fees of $2,000.

13. Alex has paid nothing towards this award and has specifically gloated to my attorneys that he has taken all measures to become uncollectible after they

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[58] We acknowledge the possibility that the Court may have determined that Tara already received an award of attorney's fees and costs relating to the preparation and entry of the *Decree of Divorce* over Alex's objection. However, these fees were incurred prior to finalization of the *Decree* and do constitute a marital debt for the Court's review and consideration.

[59] *See* Exhibit 3, documents detailing all of the marital debt incurred prior to entry of the *Decree of Divorce*; also see Tara's *Memorandum of Fees and Costs*, filed January 18, 2017.

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attempted to garnish his accounts to ensure that I receive what I was rightfully awarded.

14. Both before and after entry of the *Decree*, Alex only made sporadic and insufficient payments towards his ***minimum*** family support obligation and has violated the terms of the *Decree of Divorce*.

15. He also failed to make any payments towards his substantial arrears.

16. As a result, my attorneys prepared and submitted a *Writ of Execution* and *Writ of Garnishment* in an effort to collect on my substantial judgments.[60]

17. On March 8, 2017, and in direct response to me requesting reimbursement for Nicole's dental expenses, his half totaling $195.50, Alex responded by stating,

> You will be reimbursed. From now on, I created an email account for any communication you have for me. It is bsfromtara@gmail.com. Do not call, text or email me anywhere else, as you are blocked.[61]

18. On March 25, after apparently reviewing my Facebook page, Alex sent me the following Facebook messages:

> Move on with your life psycho.
>
> Really Cliff [a friend who responded to my post]? Whatever. This scumbag torpedoed our life for alcohol and cocaine, I pay her more than you pay your ex-wife and she's a heroine? Ok pal.
>
> From your friend and former fuck buddy Joseph Iarussi. Stalking me much psychopath?
>
> Remember, the scumbag you told me you fucked?
>
> Get a job, get a life, get off social media.[62]

---

[60] Shortly after sending out the *Writs* for enforcement, Alex's girlfriend, Elske Shipp, sent me incredibly nasty messages and sexually explicit photos of her having sex with Alex. This, in large measure, ultimately led to me applying for and receiving a TPO.

[61] *See* Exhibit 4, e-mail exchange between Alex and I from March 7-8, 2017. Apparently Alex believes that my request for reimbursement of the child's medical expenses is "BS."

[62] *See* Exhibit 5, Facebook messages from Alex Ghibaudo, dated March 25, 2017.

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19. In correspondence sent from my attorneys to Alex on March 28, 2017, they detailed Alex's ***minimum*** family support arrearage of $12,974.65 (assuming the minimum payment of $2,500 since May, 2016) and demanded that he satisfy at least 25% of that sum within a week of that letter, with a specific payment plan to satisfy the remainder within 90 days.[63]

20. My attorneys and I requested swift payment in light of the fact that Alex had recently purchased two vehicles, pays for his girlfriend and her children's cell phones, and was basically spending money on everything else but the support of me and our child.

21. My attorneys and I also requested as part of that correspondence that Alex agree to the implementation of specific guidelines for purposes of determining his income, which would obviously avoid the necessity of a request for clarification and ultimately provide both parties with an independent analysis of his income.

22. Approximately one week after my attorneys sent an EDCR 5.501 letter, they had a telephone conversation with Alex in which he agreed, for purposes of avoiding a motion for an order to show cause, that he provide me with the sum of $1,000 per week, with payment to be made every Friday by the close of business.[64]

23. Literally days after those arrangements were made, Alex failed to make a timely payment.

24. This resulted in me seriously considering a report to the State Bar in light of Alex's substantial arrears.

---

[63] *See* Exhibit 6, correspondence dated March 28, 2017, without enclosures.

[64] It was specifically understood that Alex's first $2,500 would go towards his ***minimum*** support obligation, with the remainder being applied to the arrears that had already been reduced to judgment – since he would be paying me $4,333, this meant that $1,833 per month would be going towards his arrears, which equates to $423 per week. This agreement did not account for Alex's additional arrears that have undoubtedly been incurred since May 18, 2016, relating to his current family support obligation. In order to determine his arrears in this regard, and at a minimum, Alex will obviously need to provide copies of his 2016 personal and business tax return, as well as all documentation supporting the numbers contained therein.

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25. Without even referencing Alex's name in any capacity, I posted a message on my Facebook page indicating that I was "feeling determined at State Bar of Nevada," and an inspirational meme that read "Hey "Dad", I did it without you."

26. Upon review of my Facebook page, which is apparently a favorite pastime for Alex, he went into a confused and sordid tirade. He initially sent me the following messages:

> This hateful, vindictive little person has been getting $1000 a week
>
> She spent $54,000 to "get" me and didn't get shit but a big fat bill from her lawyers.
>
> From the world's most unstable women. Message me for more info.

27. He followed up on April 15, 2017, and sent the following two e-mails directly to me,

> MADE IN ACCORDANCE WITH EDCR 5.11[65]
>
> Ms. Kellogg,
>
> Cease & Desist from your hateful lies, embellishments, over exaggerations, and persistent harassment via social media or otherwise.
>
> Take down any public posts that reference me, our divorce matter, or your closely held belief that you are not being paid enough immediately.
>
> Failure to do so will result in an immediate police report, an application for a temporary protective order, a civil suit for damages, and a motion for contempt and sanctions in family.
>
> This is your first and only warning. I am no longer playing games with you. Further harassment, slander, libel, and stalking will result in immediate and devastating legal action.
>
> Alex Ghibaudo, Esq.
>
> . . .
>
> Ms. Kellogg,
>
> Until further order from the court, because litigation is imminent, your additional $422.00 Will be given to my girlfriend, Elske, who actually works for a living. Good job shooting yourself in the foot, again.

---

[65] As this Court is aware, and fact to which I've informed Alex on several occasions, EDCR 5.11 no longer exists.

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Alex[66]

28. As this Court is aware, the *Mutual No Contact Order* provided that absent an emergency involving the minor child, or unforeseen circumstances that could affect an exchange of the child,

> there shall be no telephone calls, text massages, e-mails, letters, or other forms of communication of any kind from either party to the other party, directly or through agents, significant others, friends, peers, or representatives (excepting communications between Alex and Tara's attorneys).[67]

29. On April 17, 2017, the following business day after Alex's rants, my attorneys sent Alex an e-mail stating,

> Alex,
>
> You are making a serious mistake concerning your indication that you will not be paying $1,000 as agreed upon, a portion of which is necessarily going towards your substantial arrears. To be clear, I talked Tara down from submitting a Bar complaint despite the fact that it seems to be the ONLY threat for which you will respond appropriately, notwithstanding your most recent threats and citation to a non-existent rule.
>
> In any event, if payment of $1,000 is not received on Friday of this week, ***as you agreed***, and every other week thereafter, we will have little choice but to file a Motion with the Court seeking to reduce your arrears to judgment, certification of your gross monthly income, to which Tara is entitled to 50%, for an order to show cause given your failure to pay for Nicole's health insurance premiums and unreimbursed medical expenses, and to reduce the substantial debts, for which you are responsible, to judgment.
>
> Additionally, considering that the deadline to file your tax return is tomorrow, I expect to receive copies of your return and ALL supporting information for purposes of determining what you owed Tara for the 2016 tax year in accordance with your agreement and the Decree of Divorce.
>
> Finally, your response to the return of Nicole's dog was cryptic - what does "if I see him again," mean? Did you lose the dog or give the dog to someone else? If so, when, and for what purpose?
>
> Please provide a written response to this correspondence on or before the close of business on Wednesday, April 19th. Should I not hear from you by that time, I will construe that as a breach of our agreement, and notice that you have no intentions of complying with the terms of the Decree.[68]

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[66] *See* Exhibit 7, e-mails from Alex to me dated April 15, 2017.

[67] Page 2, lines 1-6.

[68] *See* Exhibit 8, e-mail dated April 17, 2017.

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30. Despite subsequent assurances from Alex, he still did not make a timely payment.

31. So as to avoid additional attorney's fees, my attorneys gave Alex the benefit of the doubt as he continually made late and untimely payments.

32. Given his late payments, my attorneys essentially reminded Alex of his obligation every Friday, with follow-ups early on the following week as he failed to make payments as promised.

33. Eventually, and after he failed to make payment for two weeks in May, 2017, my attorneys' patience wavered and they sent yet another demand letter on June 1, 2017.

34. In response, Alex promised to pay what he could and that he wanted to "discuss" (modify) his support obligations altogether because he is purportedly unable to pay $1,000 per week.

35. Of course, he failed to produce a single shred of evidence indicating that he couldn't satisfy his support obligations under the terms of the *Decree*.

36. Ultimately, Alex made an offer to "settle" what he owed both previously and prospectively.

37. Less than 24 hours later, he indicated that the prior agreement of him providing $1,000 per week was "off" despite the reality that he had not been abiding by it anyways.

38. In response to an e-mail from my attorneys on June 2, 2017, Alex stated, "Im done with the endless back and forth. Deal off. We will address all this in court. ***I will fold my business as of Monday***. Not working my ass off for taras sake. Sorry."[69]

39. He sent this e-mail literally hours after violating the *Mutual No Contact Order*, ***again***.

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[69] *See* Exhibit 11, e-mail from Alex dated June 2, 2017. [Emphasis added].

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40. After I mistakenly hit "reply all" on a message sent by Alex, Alex inadvertently received a message meant for my attorneys. That message "prompted" the following rant from Alex,

> Lies and threats? Bitch I'm tired of your bullshit. You're aprofessional victim. You constantly call me a"druggie", claim I put Elske's kids over my own, and have PAY your lawyer to harass me about money you clearly don't need.
>
> I'm fed up with your bullshit. I saw Nicole on her birthday and spent $600 on her. I wanted to see her the next two weeks but you blew me off. Now you want to claim I spend money on Elske's kids and not Ncole? I haven't spent a single solitary penny on Elske's kids, EVER.
>
> If Nicole needs clothes, buy them bitch. So far this year you've received more in support than many millions make all year. But you have to ask your fucking parents for money? You're pathetic! Really, get your head out your fucking ass.
>
> If Nicole needs ANYTHING, she can ask me and I will get it.
>
> You're bullshit victim narrative is tired and falls on deaf ears. The only people that care are your lawyers, who you pay too much to listen to it, whoever you're fucking, and your parents, who don't have a choice.
>
> Don't bring your bullshit my way because I don't care. Sit down and shut the fuck up and you'll get paid. But every time you remind me of your existence, I start thinking of all the ways and reasons not to pay.
>
> Note that my girlfriend works, does not need or ask for money, and so does not get anything. You are the only leach sucking on my teat. Fucking idiot.[70]

41. My attorneys responded shortly thereafter indicating to Alex that this was a complete and total violation of the *No Contact Order*.

42. He actually stated in his answer to them that he "***meant for that.***"[71]

43. Eventually, my attorneys agreed that in order to avoid court intervention, I would accept a $2,000 payment on Monday, June 5th, with the understanding that an additional $1,000 would be paid Friday, June 9th, and every Friday thereafter.

44. Alex failed to make a $2,000 payment on Monday and, it is suspected that I'll have to chase him for additional $1,000 payments every Friday thereafter.

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[70] *See* Exhibit 12, e-mails from June 1, 2017.

[71] *Id.* [Emphasis added].

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45. Quite frankly, my attorneys and I are tired of having to do so, which is why we are requesting more specific guidelines from this Court to assist me in actually getting paid that to which I am owed, while, hopefully, eliminating the litany of excuses from Alex as to why he hasn't satisfied his obligations both under the *Decree* and in accordance with our subsequent agreement.

46. As of June 13, 2017, and in addition to the marital debt outlined above, Alex owes me minimum family support arrears of $12,383.29, with interest and penalties.[64]

47. In addition, as recently as Sunday, June 11th, Alex posted the following meme,

> THE LOOK ON MY FACE WHEN SOMEONE ASKS ME
>
> HOW I DIDN'T KNOW MY EX WAS A PIECE OF SHIT SOONER THAN I DID[65]

48. The other factual averments contained in the preceding filing are incorporated herein as if set forth in full.

49. Prior to filing this *Motion*, I attempted to resolve the issues in dispute without the necessity of court intervention on several occasions to no avail.

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

EXECUTED this 14 day of June, 2017.

TARA KELLOGG

[64] *See* Exhibit 13, MLAW Arrearage Calculation Summary for family support arrears.

[65] *See* Exhibit 15, Facebook post from Alex Ghibaudo on June 11, 2017.

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 16 day of June, 2017, I caused the foregoing document to be served as follows:

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

[X] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

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

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

[ ] by hand delivery with signed Receipt of Copy.

[ ] by First Class, Certified U.S. Mail.

[ ] by placing same to be deposited for mailing in the United States Mail, Certified, Return Receipt Requested, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

To the address, email address, and/or facsimile number indicated below:

Alex Ghibaudo, Esq.
2228 Gabriel Street
Las Vegas, Nevada 89119
Defendant

Eric P. Roy, Esq.
703 S. Eighth St.
Las Vegas, Nevada 89101
Attorney for Defendant

An Employee of the WILLICK LAW GROUP

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MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG GHIBAUDO,
Plaintiff
-v.-
ALEX GHIBAUDO,
Defendant

Case No. D-15-522043-D

Department T

MOTION/OPPOSITION FEE INFORMATION SHEET

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

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

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

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

☐**$0** The Motion/Opposition being filed with this form is **not** subject to the $129 or the $57 fee because:
☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.
-Or-
X **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.
-Or-
☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

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

The total filing fee for the motion/opposition I am filing with this form is:
X $0 ☐ $25 ☐ $57 ☐ $82 ☐ $129 X $154

Party filing Motion/Opposition: Tara Kellogg Date: 6-15-17

Signature of Party or Preparer: _____

\\wlgserver\company\wp16\KELLOGG,T\DRAFTS\00160268.WPD/

ORDR
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Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: H

DATE OF HEARING: 10/6/17
TIME OF HEARING: 9:00 A.M.

ORDER FROM THE OCTOBER 6, 2017, HEARING

This matter came on for an *Order to Show Cause* hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, considered the offers of proof submitted by the parties, and after hearing limited argument, hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. The parties were married on December 30, 2001; they have one minor child together, Nicole Ghibaudo, who is currently 16 years old.

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2. Tara filed a *Complaint for Divorce* on October 1, 2015.

3. Tara subsequently filed a *Motion* for temporary orders on October 20, 2015.

4. Tara's *Motion* for temporary orders was heard by the Hon. Lisa M. Brown on November 19, 2015, at which time Judge Brown issued several orders (the "temporary financial orders").

5. Judge Brown ordered Alex to pay $2,200 per month in family support during the pendency of the case, and that Alex would be responsible for maintaining and paying for Nicole and Tara's health insurance during the pendency of the case.

6. A *Decree of Divorce* was entered on February 1, 2017, relating back to a settlement reached in May, 2016, terminating some of the temporary financial orders and replacing them with obligations under the *Decree* (the "*Decree* orders").

7. Pursuant to the terms of the *Decree of Divorce*, Alex was required to provide Tara with child support in the amount of $819 commencing on May 1, 2016.

8. The *Decree of Divorce* also provided that Alex was to provide and pay for the minor child's medical insurance and that the parties would equally share in the minor child's unreimbursed medical expenses pursuant to the 30/30 Rule.

9. Finally, the *Decree of Divorce* indicated that, starting on May 1, 2016, Alex was to pay Tara post-divorce family support each month in the minimum amount of $2,500, or 50% of Alex's gross monthly income, whichever amount is greater, for a period of 15 years. That amount included the $819 in child support detailed elsewhere in the *Decree of Divorce*.[1]

10. While this action was still in Department T, Judge Brown entered orders, detailed in both the *Order From the January 10, 2017, Hearing*, and the *Decree of*

[1] This necessarily meant that Alex was required to pay the minimum sum of $1,681 in post-divorce alimony/spousal support, in addition to $819 in child support; sums payable for spousal support over $1,681 depended on Alex's gross monthly income.

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Divorce, finding that Alex failed to abide by the temporary orders, which resulted in judgments being issued against him.

11. The following amounts relating to the temporary financial orders were reduced to judgment and made collectible by any and all lawful means, with legal interest accruing on the judgments as of January 10, 2017:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016)**: totaling $3,425.18 with interest and penalties;[2]

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1, 2015, through January 10, 2017)**: totaling $2,136.27 with interest and penalties; and

c. **Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017)**: totaling $4,225.15 with interest.

12. This case was administratively reassigned from Department T to Department H on July 7, 2017.

13. Tara filed an *Updated Cover Sheet for Schedules of Arrears* on September 15, 2017, wherein she detailed all of the payments Alex had made towards his minimum family support obligation of $2,500 per month, and for Nicole's insurance premiums under the *Decree* through September 12, 2017.

14. At this point and prospectively, to ensure that penalties and interest are applied properly to the amounts owed, the Court will require a breakdown of Alex's child support arrears and alimony/spousal support arrears, which Mr. Creel shall provide to Alex. Penalties and interest should apply to Alex's child support arrears and medical insurance arrears, and only interest should apply to Alex's alimony/spousal support arrears or other non-child support sums.

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[2] Interest and penalties were applied to this arrearage by Department T as there was no specification in the *Order* from the November 19, 2015, hearing as to what portion was child support and what portion was spousal support.

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15. Alex's child support arrears from May 1, 2016, through September 12, 2017, provide that he owes the principal sum of $4,633; that sum is $5,260.25 with interest and penalties as of September 12, 2017.

16. Alex's alimony/spousal support arrears from May 1, 2016, through September 12, 2017, provide that he owes the minimum principal sum of $10,265; that sum is $10,812.09 with interest as of September 12, 2017.

17. Alex's medical insurance arrears relating to his obligation to provide medical insurance for the minor child from February 1, 2017, through September 12, 2017, indicate that he owes the principal sum of $2,210.87; that sum is $2,315.99 with interest and penalties as of September 12, 2017.

18. Alex also owes the principal sum of $715.50 in unreimbursed medical expense arrears.

THE COURT HEREBY ORDERS:

1. Tara's request to reduce to judgment Alex's support, medical insurance, and unreimbursed medical expense arrears under the *Decree* orders is granted.

2. To prevent future confusion, all outstanding sums are recapitulated in this *Order* and brought current to the date of the hearing of this matter on October 6, 2017:

Under the temporary financial orders:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016):** the principal sum of $2,870; that sum is $3,762.13 with interest and penalties.[3]

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1,**

[3] *See* Exhibit 1, MLAW Arrearage Calculation Summary detailing Alex's temporary family support arrears.

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2015, through January 10, 2017): the principal sum of $1,963.50; that sum is $2,366.80 with interest and penalties.[4]

c. **Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017):** the principal sum of $4,097.10; that sum is $4,404.21 with interest.[5]

Under the *Decree* orders:

a. **Child Support Arrears (relating to payments from May 1, 2016, through September 30, 2017):** the principal sum of $4,633; that sum is $5,309.75 with interest and penalties.[6]

b. **Alimony/Spousal Support Arrears (relating to payments from May 1, 2016, through September 30, 2017):** the principal sum of $10,265; that sum is $10,854.27 with interest.[7]

c. **Medical Insurance Arrears (relating to insurance premiums for the minor child from February 1, 2017, through September 30, 2017):** the principal sum of $2,210.87; that sum is $2,339.61 with interest and penalties.[8]

d. **Unreimbursed Medical Expense Arrears:** totaling $715.50.

All of these sums are hereby reduced to judgment as of October 6, 2017, and made collectible by any and all lawful means.

3. Based on the statements made by Alex in Open Court as to what he can pay in the next week, he shall pay to Tara, through the WILLICK LAW GROUP, the sum of $3,500 on or before the close of business on October 13, 2017.

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[4] *See* Exhibit 2, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for the minor child.

[5] *See* Exhibit 3, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for Tara.

[6] *See* Exhibit 4, MLAW Arrearage Calculation Summary detailing Alex's current child support arrears.

[7] *See* Exhibit 5, MLAW Arrearage Calculation Summary detailing Alex's current alimony/spousal support arrears.

[8] *See* Exhibit 6, MLAW Arrearage Calculation Summary detailing Alex's current medical insurance arrears relating to insurance premiums for the minor child.

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4. A Status Check regarding Alex's payment of $3,500 is set for October 16, 2017, at 11:00 a.m.

5. If Alex has paid the sum of $3,500 on or before the close of business on October 13, 2017, the Court shall waive his personal appearance at the October 16, 2017, Status Check and he may appear telephonically.

6. At the time of the Status Check, the Court will confirm when the next payment will be made by Alex to Tara with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages.

7. To determine the reasonableness of any payment plan, Alex shall file a *Detailed Financial Disclosure Form* prior to October 16, 2017. It is understood that the last day for Alex to file his 2016 taxes is October 16, 2017, and per the terms of the *Decree*, his 2016 income information is to be supplied to Tara's counsel.

8. In accordance with filing a *Detailed Financial Disclosure Form*, Alex shall provide his most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well as all documents supporting the numbers contained within his Schedules/Income Statements.

9. The issue of attorney's fees shall be deferred, with the understanding that Mr. Creel may prepare and submit a *Memorandum of Fees and Costs*.

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10. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 7 day of November, 2017.

DISTRICT COURT JUDGE
T ARTHUR RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

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Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
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Attorneys for Plaintiff

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Approved as to Form and Content By:
ALEX B. GHIBAUDO, PC

SIGNATURE
REFUSED

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EXHIBIT "1"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$2,870.00
Total Interest Due 10/06/2017:	$322.24
Total Penalty Due 10/06/2017:	$569.88
Amount Due if paid on 10/06/2017:	$3,762.13
Amount Due if paid on 10/07/2017:	$3,763.40
Daily Amount accruing as of 10/07/2017:	$1.27

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
07/01/2017	0.00	07/01/2017	0.00	2,870.00	274.57
10/06/2017	0.00	10/06/2017	0.00	2,870.00	322.24
Totals	11,000.00		8,130.00	2,870.00	322.24

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*2,200.00	2,200.00	18.68
01/01/2016	*2,200.00	6,340.00	55.95
02/01/2016	*2,200.00	5,640.00	75.01
02/12/2016	0.00	5,340.00	82.71
02/17/2016	0.00	3,540.00	95.84
02/26/2016	0.00	2,890.00	96.81
02/27/2016	0.00	4,440.00	103.35
03/04/2016	*2,200.00	3,790.00	111.84
03/11/2016	0.00	3,140.00	119.09
03/18/2016	0.00	2,480.00	125.10
03/25/2016	0.00	4,120.00	131.12
04/02/2016	*2,200.00	3,570.00	143.50
04/13/2016	0.00	3,470.00	146.43
04/16/2016	0.00	2,870.00	152.12
04/22/2016	0.00	2,870.00	207.01
07/01/2016	0.00	2,870.00	351.29
01/01/2017	0.00	2,870.00	493.61
07/01/2017	0.00	2,870.00	569.88
10/06/2017	0.00	2,870.00	569.88
Totals	11,000.00		

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1979 to Jun 1981
10.75%	from Jul 1981 to Jun 1987
12.50%	from Jul 1987 to Dec 1987
12.50%	from Jan 1988 to Jun 1988
10.50%	from Jul 1988 to Dec 1988
8.00%	from Jan 1989 to Jun 1989
10.50%	from Jul 1989 to Dec 1989
10.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1990 to Jun 1991
10.25%	from Jul 1991 to Dec 1991
8.75%	from Jan 1992 to Dec 1992
6.25%	from Jan 1993 to Jun 1994
6.00%	from Jul 1994 to Dec 1994
7.25%	from Jan 1995 to Jun 1995
9.25%	from Jul 1995 to Dec 1995
9.25%	from Jan 1996 to Jun 1996
5.25%	from Jul 1996 to Jun 1997
5.25%	from Jul 1997 to Dec 1998
5.25%	from Jan 1999 to Dec 1999
5.25%	from Jan 2000 to Jun 2000
5.50%	from Jul 2000 to Jun 2001
6.25%	from Jul 2001 to Dec 2001
	from Jan 2002 to Dec 2002
	from Jan 2003 to Jun 2003
	from Jul 2003 to Dec 2003
	from Jan 2004 to Jun 2004
	from Jul 2004 to Dec 2004
	from Jan 2005 to Jun 2005
	from Jul 2005 to Dec 2005
	from Jan 2006 to Jun 2006
	from Jul 2006 to Dec 2007
	from Jan 2008 to Jun 2008
	from Jul 2008 to Dec 2008
	from Jan 2009 to Dec 2012
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	from Jul 2013 to Dec 2013
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	from Jul 2014 to Dec 2014
	from Jan 2015 to Jun 2015
	from Jul 2015 to Dec 2015
	from Jan 2016 to Jun 2016
	from Jul 2016 to Dec 2016
	from Jan 2017 to Jun 2017
	from Jul 2017 to Dec 2017

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End of Report

EXHIBIT "2"

EXHIBIT "2"

EXHIBIT "2"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$1,963.50
Total Interest Due 10/06/2017:	$147.18
Total Penalty Due 10/06/2017:	$256.11
Amount Due if paid on 10/06/2017:	$2,366.80
Amount Due if paid on 10/07/2017:	$2,367.67
Daily Amount accruing as of 10/07/2017:	$0.87

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
07/01/2017	0.00	07/01/2017	0.00	1,963.50	114.57
10/06/2017	0.00	10/06/2017	0.00	1,963.50	147.18
Totals	1,963.50				

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*140.25	140.25	1.19
01/01/2016	*140.25	280.50	3.57
02/01/2016	*140.25	420.75	6.90
03/01/2016	*140.25	561.00	11.65
04/01/2016	*140.25	701.25	17.40
05/01/2016	*140.25	841.50	24.53
06/01/2016	*140.25	981.75	32.57
07/01/2016	*140.25	1,122.00	42.08
08/01/2016	*140.25	1,262.25	52.77
09/01/2016	*140.25	1,402.50	64.27
10/01/2016	*140.25	1,542.75	77.33
11/01/2016	*140.25	1,683.00	91.13
12/01/2016	*140.25	1,823.25	106.57
01/01/2017	*140.25	1,963.50	203.94
07/01/2017	0.00	1,963.50	256.12
10/06/2017	0.00		
Totals	1,963.50	1,963.50	256.12

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017
8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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End of Report

EXHIBIT "3"

EXHIBIT "3"

EXHIBIT "3"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$4,097.10
Total Interest Due 10/06/2017:	$307.11
Total Penalty Due 10/06/2017:	$0.00
Amount Due if paid on 10/06/2017:	$4,404.21
Amount Due if paid on 10/07/2017:	$4,404.91
Daily Amount accruing as of 10/07/2017:	$0.70

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
07/01/2017	0.00	07/01/2017	0.00	4,097.10	239.06
10/06/2017	0.00	10/06/2017	0.00	4,097.10	307.11
Totals	4,097.10				

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
9.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
5.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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EXHIBIT "4"

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EXHIBIT "4"

WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

Arrearage Calculation Summary

Kellogg-Ghibaudo v. Ghibaudo (clone)

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$4,633.00
Total Interest Due 10/06/2017:	$247.96
Total Penalty Due 10/06/2017:	$428.79
Amount Due if paid on 10/06/2017:	$5,309.75
Amount Due if paid on 10/07/2017:	$5,311.82
Daily Amount accruing as of 10/07/2017:	$2.06

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
05/01/2016	*819.00	05/01/2016	0.00	819.00	0.00
06/01/2016	*819.00	06/01/2016	0.00	1,638.00	3.81
07/01/2016	*819.00	07/01/2016	0.00	2,457.00	11.19
08/01/2016	*819.00	08/01/2016	100.00	3,176.00	22.64
08/08/2016	0.00	08/08/2016	600.00	2,576.00	25.98
08/16/2016	0.00	08/16/2016	119.00	2,457.00	29.08
09/01/2016	*819.00	09/02/2016	650.00	2,626.00	35.48
09/12/2016	0.00	09/12/2016	169.00	2,457.00	39.42
10/01/2016	*819.00	10/21/2016	819.00	2,457.00	56.29
11/01/2016	*819.00	11/07/2016	550.00	2,726.00	63.30
12/01/2016	*819.00	12/01/2016	550.00	2,995.00	73.13
01/01/2017	*819.00	01/14/2017	650.00	3,164.00	94.90
01/20/2017	0.00	01/20/2017	169.00	2,995.00	97.89
02/01/2017	*819.00	02/17/2017	800.00	3,014.00	113.16
02/18/2017	0.00	02/18/2017	19.00	2,995.00	113.64
03/01/2017	*819.00	03/01/2017	650.00	3,164.00	118.83
03/03/2017	0.00	03/03/2017	169.00	2,995.00	119.82
04/01/2017	*819.00	04/07/2017	819.00	2,995.00	137.11
05/01/2017	*819.00	05/11/2017	819.00	2,995.00	154.44
06/01/2017	*819.00	06/19/2017	819.00	2,995.00	175.17
07/01/2017	*819.00	07/24/2017	819.00	2,995.00	195.85
08/01/2017	*819.00	08/01/2017	0.00	3,814.00	199.95

09/01/2017	*819.00	09/01/2017	0.00	4,633.00	220.20
10/06/2017	0.00	10/06/2017	0.00	4,633.00	247.96
Totals	13,923.00		9,290.00	4,633.00	247.96

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
05/01/2016	*819.00	0.00	0.00
06/01/2016	*819.00	819.00	6.94
07/01/2016	*819.00	1,638.00	20.36
08/01/2016	*819.00	3,176.00	41.17
08/08/2016	0.00	2,576.00	47.25
08/16/2016	0.00	2,457.00	52.88
09/02/2016	*819.00	2,626.00	64.51
09/12/2016	0.00	2,457.00	71.69
10/21/2016	*819.00	2,457.00	102.35
11/07/2016	*819.00	2,726.00	115.10
12/01/2016	*819.00	2,995.00	132.98
01/14/2017	*819.00	3,164.00	171.93
01/20/2017	0.00	2,995.00	177.13
02/17/2017	*819.00	3,014.00	203.69
02/18/2017	0.00	2,995.00	204.52
03/01/2017	*819.00	3,164.00	213.55
03/03/2017	0.00	2,995.00	215.28
04/07/2017	*819.00	2,995.00	245.35
05/11/2017	*819.00	2,995.00	275.49
06/19/2017	*819.00	2,995.00	311.53
07/24/2017	*819.00	2,995.00	345.41
08/01/2017	*819.00	2,995.00	351.97
09/01/2017	*819.00	3,814.00	384.37
10/06/2017	0.00	4,633.00	428.79
Totals	13,923.00	4,633.00	428.79

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1979 to Jun 1981
10.75%	from Jul 1981 to Jun 1987
12.50%	from Jul 1987 to Dec 1987
12.50%	from Jan 1988 to Jun 1988
10.50%	from Jul 1988 to Dec 1988
8.00%	from Jan 1989 to Jun 1989
10.50%	from Jul 1989 to Dec 1989
10.50%	from Jan 1990 to Jun 1990
10.25%	from Jul 1990 to Jun 1991
9.75%	from Jul 1991 to Dec 1991
6.25%	from Jan 1992 to Dec 1992
6.00%	from Jan 1993 to Jun 1994
7.25%	from Jul 1994 to Dec 1994
9.25%	from Jan 1995 to Jun 1995
9.25%	from Jul 1995 to Dec 1995
5.25%	from Jan 1996 to Jun 1996
5.25%	from Jul 1996 to Jun 1997
5.25%	from Jul 1997 to Dec 1998
5.50%	from Jan 1999 to Dec 1999
6.25%	from Jan 2000 to Jun 2000
	from Jul 2000 to Jun 2001
	from Jul 2001 to Dec 2001
	from Jan 2002 to Dec 2002
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	from Jan 2009 to Dec 2012
	from Jan 2013 to Jun 2013
	from Jul 2013 to Dec 2013
	from Jan 2014 to Jun 2014
	from Jul 2014 to Dec 2014
	from Jan 2015 to Jun 2015
	from Jul 2015 to Dec 2015
	from Jan 2016 to Jun 2016
	from Jul 2016 to Dec 2016
	from Jan 2017 to Jun 2017
	from Jul 2017 to Dec 2017

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EXHIBIT "5"

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Arrearage Calculation Summary

Kellogg-Ghibaudo v. Ghibaudo (clone)

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$10,265.00
Total Interest Due 10/06/2017:	$589.27
Total Penalty Due 10/06/2017:	$0.00
Amount Due if paid on 10/06/2017:	$10,854.27
Amount Due if paid on 10/07/2017:	$10,856.03
Daily Amount accruing as of 10/07/2017:	$1.75

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
05/01/2016	1,681.00	05/01/2016	0.00	1,681.00	0.00
06/01/2016	1,681.00	06/01/2016	0.00	3,362.00	7.83
07/01/2016	1,681.00	07/01/2016	0.00	5,043.00	22.98
08/01/2016	1,681.00	08/16/2016	531.00	6,193.00	61.63
08/30/2016	0.00	08/30/2016	700.00	5,493.00	74.66
08/31/2016	0.00	08/31/2016	1,000.00	4,493.00	75.49
09/01/2016	1,681.00	09/12/2016	641.00	5,533.00	86.37
09/19/2016	0.00	09/19/2016	1,000.00	4,533.00	92.19
10/01/2016	1,681.00	10/21/2016	181.00	6,033.00	119.04
10/26/2016	0.00	10/26/2016	2,000.00	4,033.00	123.57
11/01/2016	1,681.00	11/01/2016	0.00	5,714.00	127.21
12/01/2016	1,681.00	12/01/2016	0.00	7,395.00	152.97
01/01/2017	1,681.00	01/20/2017	408.00	8,668.00	214.58
01/30/2017	0.00	01/30/2017	578.00	8,090.00	228.24
02/01/2017	1,681.00	02/18/2017	81.00	9,690.00	256.95
02/27/2017	0.00	02/27/2017	1,000.00	8,690.00	270.69
03/01/2017	1,681.00	03/03/2017	409.00	9,962.00	276.70
03/06/2017	0.00	03/06/2017	142.00	9,820.00	281.41
03/27/2017	0.00	03/27/2017	578.00	9,242.00	313.69
04/01/2017	1,681.00	04/07/2017	181.00	10,742.00	331.50
04/11/2017	0.00	04/11/2017	1,000.00	9,742.00	336.27
04/14/2017	0.00	04/14/2017	1,000.00	8,742.00	342.87

04/24/2017	0.00	04/24/2017	1,000.00	7,742.00	356.64
04/28/2017	0.00	04/28/2017	1,000.00	6,742.00	361.52
05/01/2017	1,681.00	05/11/2017	181.00	8,242.00	377.97
05/16/2017	0.00	05/16/2017	1,000.00	7,242.00	384.47
05/25/2017	0.00	05/25/2017	1,000.00	6,242.00	394.73
06/01/2017	1,681.00	06/19/2017	181.00	7,742.00	424.08
06/29/2017	0.00	06/29/2017	819.00	6,923.00	436.28
07/01/2017	1,681.00	07/24/2017	951.00	7,653.00	472.35
07/27/2017	0.00	07/27/2017	750.00	6,903.00	476.26
08/01/2017	1,681.00	08/01/2017	0.00	8,584.00	482.19
09/01/2017	1,681.00	09/01/2017	0.00	10,265.00	527.75
10/06/2017	0.00	10/06/2017	0.00	10,265.00	589.27
Totals	28,577.00		18,312.00	10,265.00	589.27

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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EXHIBIT "6"

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(702) 438-4100

Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$2,210.87
Total Interest Due 10/06/2017:	$48.64
Total Penalty Due 10/06/2017:	$80.08
Amount Due if paid on 10/06/2017:	$2,339.61
Amount Due if paid on 10/07/2017:	$2,340.59
Daily Amount accruing as of 10/07/2017:	$0.98

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2017	*140.25	02/01/2017	0.00	140.25	0.00
03/01/2017	*140.25	03/01/2017	0.00	280.50	0.61
04/01/2017	*140.25	04/01/2017	0.00	420.75	1.98
05/01/2017	*267.89	05/01/2017	0.00	688.64	3.97
05/01/2017	*450.68	05/01/2017	0.00	1,139.32	3.97
06/01/2017	*267.89	06/01/2017	0.00	1,407.21	9.54
07/01/2017	*267.89	07/01/2017	0.00	1,675.10	16.19
08/01/2017	*267.89	08/01/2017	0.00	1,942.99	25.08
09/01/2017	*267.89	09/01/2017	0.00	2,210.88	35.39
10/06/2017	0.00	10/06/2017	0.00	2,210.88	48.64
Totals	2,210.88			2,210.88	48.64

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
02/01/2017	*140.25	0.00	0.00
03/01/2017	*140.25	140.25	1.08
04/01/2017	*140.25	280.50	3.46
05/01/2017	*267.89	420.75	6.92
05/01/2017	*450.68	688.64	6.92
06/01/2017	*267.89	1,139.32	16.59
07/01/2017	*267.89	1,407.21	28.16
08/01/2017	*267.89	1,675.10	42.39
09/01/2017	*267.89	1,942.99	58.89
10/06/2017	0.00	2,210.88	80.09
Totals	2,210.88	2,210.88	80.09

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: H DATE OF HEARING: 10/06/2017 TIME OF HEARING: 9:00 A.M.

NOTICE OF ENTRY OF ORDER

TO: ALEX GHIBAUDO, Plaintiff in Proper Person

PLEASE TAKE NOTICE that the *Order from the October 6, 2017, Hearing,* was duly entered in the above action on the 13th day of November, 2017, by filing with the clerk of the court; a true and correct copy is attached.

DATED this 13th day of November, 2017.

WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 13 day of November, 2017, I caused the above and foregoing entitled document *Notice of Entry of Order*, to be served as follows:

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

[ ] By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.

[ ] Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

[ ] By hand delivery with signed Affidavit of Service.

To the address, email address, and/or facsimile number indicated below:

Alex Ghibaudo, Esq.
320 E. Charleston Blvd., No. 105
Las Vegas, Nevada 89104
abg1975@live.com
Defendant in Proper Person

An Employee of the WILLICK LAW GROUP

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ORDR
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Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: H DATE OF HEARING: 10/6/17 TIME OF HEARING: 9:00 A.M.

ORDER FROM THE OCTOBER 6, 2017, HEARING

This matter came on for an *Order to Show Cause* hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, considered the offers of proof submitted by the parties, and after hearing limited argument, hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. The parties were married on December 30, 2001; they have one minor child together, Nicole Ghibaudo, who is currently 16 years old.

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2. Tara filed a *Complaint for Divorce* on October 1, 2015.

3. Tara subsequently filed a *Motion* for temporary orders on October 20, 2015.

4. Tara's *Motion* for temporary orders was heard by the Hon. Lisa M. Brown on November 19, 2015, at which time Judge Brown issued several orders (the "temporary financial orders").

5. Judge Brown ordered Alex to pay $2,200 per month in family support during the pendency of the case, and that Alex would be responsible for maintaining and paying for Nicole and Tara's health insurance during the pendency of the case.

6. A *Decree of Divorce* was entered on February 1, 2017, relating back to a settlement reached in May, 2016, terminating some of the temporary financial orders and replacing them with obligations under the *Decree* (the "*Decree* orders").

7. Pursuant to the terms of the *Decree of Divorce*, Alex was required to provide Tara with child support in the amount of $819 commencing on May 1, 2016.

8. The *Decree of Divorce* also provided that Alex was to provide and pay for the minor child's medical insurance and that the parties would equally share in the minor child's unreimbursed medical expenses pursuant to the 30/30 Rule.

9. Finally, the *Decree of Divorce* indicated that, starting on May 1, 2016, Alex was to pay Tara post-divorce family support each month in the minimum amount of $2,500, or 50% of Alex's gross monthly income, whichever amount is greater, for a period of 15 years. That amount included the $819 in child support detailed elsewhere in the *Decree of Divorce*.[1]

10. While this action was still in Department T, Judge Brown entered orders, detailed in both the *Order From the January 10, 2017, Hearing*, and the *Decree of*

[1] This necessarily meant that Alex was required to pay the minimum sum of $1,681 in post-divorce alimony/spousal support, in addition to $819 in child support; sums payable for spousal support over $1,681 depended on Alex's gross monthly income.

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Divorce, finding that Alex failed to abide by the temporary orders, which resulted in judgments being issued against him.

11. The following amounts relating to the temporary financial orders were reduced to judgment and made collectible by any and all lawful means, with legal interest accruing on the judgments as of January 10, 2017:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016)**: totaling $3,425.18 with interest and penalties;[2]

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1, 2015, through January 10, 2017)**: totaling $2,136.27 with interest and penalties; and

c. **Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017)**: totaling $4,225.15 with interest.

12. This case was administratively reassigned from Department T to Department H on July 7, 2017.

13. Tara filed an *Updated Cover Sheet for Schedules of Arrears* on September 15, 2017, wherein she detailed all of the payments Alex had made towards his minimum family support obligation of $2,500 per month, and for Nicole's insurance premiums under the *Decree* through September 12, 2017.

14. At this point and prospectively, to ensure that penalties and interest are applied properly to the amounts owed, the Court will require a breakdown of Alex's child support arrears and alimony/spousal support arrears, which Mr. Creel shall provide to Alex. Penalties and interest should apply to Alex's child support arrears and medical insurance arrears, and only interest should apply to Alex's alimony/spousal support arrears or other non-child support sums.

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[2] Interest and penalties were applied to this arrearage by Department T as there was no specification in the *Order* from the November 19, 2015, hearing as to what portion was child support and what portion was spousal support.

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15. Alex's child support arrears from May 1, 2016, through September 12, 2017, provide that he owes the principal sum of $4,633; that sum is $5,260.25 with interest and penalties as of September 12, 2017.

16. Alex's alimony/spousal support arrears from May 1, 2016, through September 12, 2017, provide that he owes the minimum principal sum of $10,265; that sum is $10,812.09 with interest as of September 12, 2017.

17. Alex's medical insurance arrears relating to his obligation to provide medical insurance for the minor child from February 1, 2017, through September 12, 2017, indicate that he owes the principal sum of $2,210.87; that sum is $2,315.99 with interest and penalties as of September 12, 2017.

18. Alex also owes the principal sum of $715.50 in unreimbursed medical expense arrears.

THE COURT HEREBY ORDERS:

1. Tara's request to reduce to judgment Alex's support, medical insurance, and unreimbursed medical expense arrears under the *Decree* orders is granted.

2. To prevent future confusion, all outstanding sums are recapitulated in this *Order* and brought current to the date of the hearing of this matter on October 6, 2017:

Under the temporary financial orders:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016):** the principal sum of $2,870; that sum is $3,762.13 with interest and penalties.[3]

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1,**

[3] *See* Exhibit 1, MLAW Arrearage Calculation Summary detailing Alex's temporary family support arrears.

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2015, through January 10, 2017): the principal sum of $1,963.50; that sum is $2,366.80 with interest and penalties.[4]

c. **Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017):** the principal sum of $4,097.10; that sum is $4,404.21 with interest.[5]

Under the *Decree* orders:

a. **Child Support Arrears (relating to payments from May 1, 2016, through September 30, 2017):** the principal sum of $4,633; that sum is $5,309.75 with interest and penalties.[6]

b. **Alimony/Spousal Support Arrears (relating to payments from May 1, 2016, through September 30, 2017):** the principal sum of $10,265; that sum is $10,854.27 with interest.[7]

c. **Medical Insurance Arrears (relating to insurance premiums for the minor child from February 1, 2017, through September 30, 2017):** the principal sum of $2,210.87; that sum is $2,339.61 with interest and penalties.[8]

d. **Unreimbursed Medical Expense Arrears:** totaling $715.50.

All of these sums are hereby reduced to judgment as of October 6, 2017, and made collectible by any and all lawful means.

3. Based on the statements made by Alex in Open Court as to what he can pay in the next week, he shall pay to Tara, through the WILLICK LAW GROUP, the sum of $3,500 on or before the close of business on October 13, 2017.

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[4] *See* Exhibit 2, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for the minor child.

[5] *See* Exhibit 3, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for Tara.

[6] *See* Exhibit 4, MLAW Arrearage Calculation Summary detailing Alex's current child support arrears.

[7] *See* Exhibit 5, MLAW Arrearage Calculation Summary detailing Alex's current alimony/spousal support arrears.

[8] *See* Exhibit 6, MLAW Arrearage Calculation Summary detailing Alex's current medical insurance arrears relating to insurance premiums for the minor child.

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4. A Status Check regarding Alex's payment of $3,500 is set for October 16, 2017, at 11:00 a.m.

5. If Alex has paid the sum of $3,500 on or before the close of business on October 13, 2017, the Court shall waive his personal appearance at the October 16, 2017, Status Check and he may appear telephonically.

6. At the time of the Status Check, the Court will confirm when the next payment will be made by Alex to Tara with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages.

7. To determine the reasonableness of any payment plan, Alex shall file a *Detailed Financial Disclosure Form* prior to October 16, 2017. It is understood that the last day for Alex to file his 2016 taxes is October 16, 2017, and per the terms of the *Decree*, his 2016 income information is to be supplied to Tara's counsel.

8. In accordance with filing a *Detailed Financial Disclosure Form*, Alex shall provide his most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well as all documents supporting the numbers contained within his Schedules/Income Statements.

9. The issue of attorney's fees shall be deferred, with the understanding that Mr. Creel may prepare and submit a *Memorandum of Fees and Costs*.

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10. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 7 day of November, 2017.

DISTRICT COURT JUDGE
T ARTHUR RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

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Approved as to Form and Content By:
ALEX B. GHIBAUDO, PC

SIGNATURE
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EXHIBIT "1"

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EXHIBIT "1"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$2,870.00
Total Interest Due 10/06/2017:	$322.24
Total Penalty Due 10/06/2017:	$569.88
Amount Due if paid on 10/06/2017:	$3,762.13
Amount Due if paid on 10/07/2017:	$3,763.40
Daily Amount accruing as of 10/07/2017:	$1.27

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
07/01/2017	0.00	07/01/2017	0.00	2,870.00	274.57
10/06/2017	0.00	10/06/2017	0.00	2,870.00	322.24
Totals	11,000.00		8,130.00	2,870.00	322.24

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*2,200.00	2,200.00	18.68
01/01/2016	*2,200.00	6,340.00	55.95
02/01/2016	*2,200.00	5,640.00	75.01
02/12/2016	0.00	5,340.00	82.71
02/17/2016	0.00	3,540.00	95.84
02/26/2016	0.00	2,890.00	96.81
02/27/2016	0.00	4,440.00	103.35
03/04/2016	*2,200.00	3,790.00	111.84
03/11/2016	0.00	3,140.00	119.09
03/18/2016	0.00	2,480.00	125.10
03/25/2016	0.00	4,120.00	131.12
04/02/2016	*2,200.00	3,570.00	143.50
04/13/2016	0.00	3,470.00	146.43
04/16/2016	0.00	2,870.00	152.12
04/22/2016	0.00	2,870.00	207.01
07/01/2016	0.00	2,870.00	351.29
01/01/2017	0.00	2,870.00	493.61
07/01/2017	0.00	2,870.00	569.88
10/06/2017	0.00	2,870.00	569.88
Totals	11,000.00		

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1979 to Jun 1981
10.75%	from Jul 1981 to Jun 1987
12.50%	from Jul 1987 to Dec 1987
12.50%	from Jan 1988 to Jun 1988
10.50%	from Jul 1988 to Dec 1988
8.00%	from Jan 1989 to Jun 1989
10.50%	from Jul 1989 to Dec 1989
10.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1990 to Jun 1991
10.25%	from Jul 1991 to Dec 1991
8.75%	from Jan 1992 to Dec 1992
6.25%	from Jan 1993 to Jun 1994
6.00%	from Jul 1994 to Dec 1994
7.25%	from Jan 1995 to Jun 1995
9.25%	from Jul 1995 to Dec 1995
9.25%	from Jan 1996 to Jun 1996
5.25%	from Jul 1996 to Jun 1997
5.25%	from Jul 1997 to Dec 1998
5.25%	from Jan 1999 to Dec 1999
5.25%	from Jan 2000 to Jun 2000
5.50%	from Jul 2000 to Jun 2001
6.25%	from Jul 2001 to Dec 2001
	from Jan 2002 to Dec 2002
	from Jan 2003 to Jun 2003
	from Jul 2003 to Dec 2003
	from Jan 2004 to Jun 2004
	from Jul 2004 to Dec 2004
	from Jan 2005 to Jun 2005
	from Jul 2005 to Dec 2005
	from Jan 2006 to Jun 2006
	from Jul 2006 to Dec 2007
	from Jan 2008 to Jun 2008
	from Jul 2008 to Dec 2008
	from Jan 2009 to Dec 2012
	from Jan 2013 to Jun 2013
	from Jul 2013 to Dec 2013
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	from Jul 2014 to Dec 2014
	from Jan 2015 to Jun 2015
	from Jul 2015 to Dec 2015
	from Jan 2016 to Jun 2016
	from Jul 2016 to Dec 2016
	from Jan 2017 to Jun 2017
	from Jul 2017 to Dec 2017

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EXHIBIT "2"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$1,963.50
Total Interest Due 10/06/2017:	$147.18
Total Penalty Due 10/06/2017:	$256.11
Amount Due if paid on 10/06/2017:	$2,366.80
Amount Due if paid on 10/07/2017:	$2,367.67
Daily Amount accruing as of 10/07/2017:	$0.87

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
07/01/2017	0.00	07/01/2017	0.00	1,963.50	114.57
10/06/2017	0.00	10/06/2017	0.00	1,963.50	147.18
Totals	1,963.50				

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
		0.00	0.00
12/01/2015	*140.25	140.25	1.19
01/01/2016	*140.25	280.50	3.57
02/01/2016	*140.25	420.75	6.90
03/01/2016	*140.25	561.00	11.65
04/01/2016	*140.25	701.25	17.40
05/01/2016	*140.25	841.50	24.53
06/01/2016	*140.25	981.75	32.57
07/01/2016	*140.25	1,122.00	42.08
08/01/2016	*140.25	1,262.25	52.77
09/01/2016	*140.25	1,402.50	64.27
10/01/2016	*140.25	1,542.75	77.33
11/01/2016	*140.25	1,683.00	91.13
12/01/2016	*140.25	1,823.25	106.57
01/01/2017	*140.25	1,963.50	203.94
07/01/2017	0.00	1,963.50	256.12
10/06/2017	0.00		
Totals	1,963.50	1,963.50	256.12

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017
8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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EXHIBIT "3"

EXHIBIT "3"

EXHIBIT "3"

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Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$4,097.10
Total Interest Due 10/06/2017:	$307.11
Total Penalty Due 10/06/2017:	$0.00
Amount Due if paid on 10/06/2017:	$4,404.21
Amount Due if paid on 10/07/2017:	$4,404.91
Daily Amount accruing as of 10/07/2017:	$0.70

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
07/01/2017	0.00	07/01/2017	0.00	4,097.10	239.06
10/06/2017	0.00	10/06/2017	0.00	4,097.10	307.11
Totals	4,097.10				

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
9.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
5.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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End of Report

EXHIBIT "4"

EXHIBIT "4"

EXHIBIT "4"

WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

Arrearage Calculation Summary

Kellogg-Ghibaudo v. Ghibaudo (clone)

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$4,633.00
Total Interest Due 10/06/2017:	$247.96
Total Penalty Due 10/06/2017:	$428.79
Amount Due if paid on 10/06/2017:	$5,309.75
Amount Due if paid on 10/07/2017:	$5,311.82
Daily Amount accruing as of 10/07/2017:	$2.06

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
05/01/2016	*819.00	05/01/2016	0.00	819.00	0.00
06/01/2016	*819.00	06/01/2016	0.00	1,638.00	3.81
07/01/2016	*819.00	07/01/2016	0.00	2,457.00	11.19
08/01/2016	*819.00	08/01/2016	100.00	3,176.00	22.64
08/08/2016	0.00	08/08/2016	600.00	2,576.00	25.98
08/16/2016	0.00	08/16/2016	119.00	2,457.00	29.08
09/01/2016	*819.00	09/02/2016	650.00	2,626.00	35.48
09/12/2016	0.00	09/12/2016	169.00	2,457.00	39.42
10/01/2016	*819.00	10/21/2016	819.00	2,457.00	56.29
11/01/2016	*819.00	11/07/2016	550.00	2,726.00	63.30
12/01/2016	*819.00	12/01/2016	550.00	2,995.00	73.13
01/01/2017	*819.00	01/14/2017	650.00	3,164.00	94.90
01/20/2017	0.00	01/20/2017	169.00	2,995.00	97.89
02/01/2017	*819.00	02/17/2017	800.00	3,014.00	113.16
02/18/2017	0.00	02/18/2017	19.00	2,995.00	113.64
03/01/2017	*819.00	03/01/2017	650.00	3,164.00	118.83
03/03/2017	0.00	03/03/2017	169.00	2,995.00	119.82
04/01/2017	*819.00	04/07/2017	819.00	2,995.00	137.11
05/01/2017	*819.00	05/11/2017	819.00	2,995.00	154.44
06/01/2017	*819.00	06/19/2017	819.00	2,995.00	175.17
07/01/2017	*819.00	07/24/2017	819.00	2,995.00	195.85
08/01/2017	*819.00	08/01/2017	0.00	3,814.00	199.95

09/01/2017	*819.00	09/01/2017	0.00	4,633.00	220.20
10/06/2017	0.00	10/06/2017	0.00	4,633.00	247.96
Totals	13,923.00		9,290.00	4,633.00	247.96

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
05/01/2016	*819.00	0.00	0.00
06/01/2016	*819.00	819.00	6.94
07/01/2016	*819.00	1,638.00	20.36
08/01/2016	*819.00	3,176.00	41.17
08/08/2016	0.00	2,576.00	47.25
08/16/2016	0.00	2,457.00	52.88
09/02/2016	*819.00	2,626.00	64.51
09/12/2016	0.00	2,457.00	71.69
10/21/2016	*819.00	2,457.00	102.35
11/07/2016	*819.00	2,726.00	115.10
12/01/2016	*819.00	2,995.00	132.98
01/14/2017	*819.00	3,164.00	171.93
01/20/2017	0.00	2,995.00	177.13
02/17/2017	*819.00	3,014.00	203.69
02/18/2017	0.00	2,995.00	204.52
03/01/2017	*819.00	3,164.00	213.55
03/03/2017	0.00	2,995.00	215.28
04/07/2017	*819.00	2,995.00	245.35
05/11/2017	*819.00	2,995.00	275.49
06/19/2017	*819.00	2,995.00	311.53
07/24/2017	*819.00	2,995.00	345.41
08/01/2017	*819.00	2,995.00	351.97
09/01/2017	*819.00	3,814.00	384.37
10/06/2017	0.00	4,633.00	428.79
Totals	13,923.00	4,633.00	428.79

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1979 to Jun 1981
10.75%	from Jul 1981 to Jun 1987
12.50%	from Jul 1987 to Dec 1987
12.50%	from Jan 1988 to Jun 1988
10.50%	from Jul 1988 to Dec 1988
8.00%	from Jan 1989 to Jun 1989
10.50%	from Jul 1989 to Dec 1989
10.50%	from Jan 1990 to Jun 1990
10.25%	from Jul 1990 to Jun 1991
9.75%	from Jul 1991 to Dec 1991
6.25%	from Jan 1992 to Dec 1992
6.00%	from Jan 1993 to Jun 1994
7.25%	from Jul 1994 to Dec 1994
9.25%	from Jan 1995 to Jun 1995
9.25%	from Jul 1995 to Dec 1995
5.25%	from Jan 1996 to Jun 1996
5.25%	from Jul 1996 to Jun 1997
5.25%	from Jul 1997 to Dec 1998
5.50%	from Jan 1999 to Dec 1999
6.25%	from Jan 2000 to Jun 2000
	from Jul 2000 to Jun 2001
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	from Jul 2015 to Dec 2015
	from Jan 2016 to Jun 2016
	from Jul 2016 to Dec 2016
	from Jan 2017 to Jun 2017
	from Jul 2017 to Dec 2017

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End of Report

EXHIBIT "5"

EXHIBIT "5"

EXHIBIT "5"

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(702) 438-4100

Arrearage Calculation Summary

Kellogg-Ghibaudo v. Ghibaudo (clone)

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$10,265.00
Total Interest Due 10/06/2017:	$589.27
Total Penalty Due 10/06/2017:	$0.00
Amount Due if paid on 10/06/2017:	$10,854.27
Amount Due if paid on 10/07/2017:	$10,856.03
Daily Amount accruing as of 10/07/2017:	$1.75

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
05/01/2016	1,681.00	05/01/2016	0.00	1,681.00	0.00
06/01/2016	1,681.00	06/01/2016	0.00	3,362.00	7.83
07/01/2016	1,681.00	07/01/2016	0.00	5,043.00	22.98
08/01/2016	1,681.00	08/16/2016	531.00	6,193.00	61.63
08/30/2016	0.00	08/30/2016	700.00	5,493.00	74.66
08/31/2016	0.00	08/31/2016	1,000.00	4,493.00	75.49
09/01/2016	1,681.00	09/12/2016	641.00	5,533.00	86.37
09/19/2016	0.00	09/19/2016	1,000.00	4,533.00	92.19
10/01/2016	1,681.00	10/21/2016	181.00	6,033.00	119.04
10/26/2016	0.00	10/26/2016	2,000.00	4,033.00	123.57
11/01/2016	1,681.00	11/01/2016	0.00	5,714.00	127.21
12/01/2016	1,681.00	12/01/2016	0.00	7,395.00	152.97
01/01/2017	1,681.00	01/20/2017	408.00	8,668.00	214.58
01/30/2017	0.00	01/30/2017	578.00	8,090.00	228.24
02/01/2017	1,681.00	02/18/2017	81.00	9,690.00	256.95
02/27/2017	0.00	02/27/2017	1,000.00	8,690.00	270.69
03/01/2017	1,681.00	03/03/2017	409.00	9,962.00	276.70
03/06/2017	0.00	03/06/2017	142.00	9,820.00	281.41
03/27/2017	0.00	03/27/2017	578.00	9,242.00	313.69
04/01/2017	1,681.00	04/07/2017	181.00	10,742.00	331.50
04/11/2017	0.00	04/11/2017	1,000.00	9,742.00	336.27
04/14/2017	0.00	04/14/2017	1,000.00	8,742.00	342.87

04/24/2017	0.00	04/24/2017	1,000.00	7,742.00	356.64
04/28/2017	0.00	04/28/2017	1,000.00	6,742.00	361.52
05/01/2017	1,681.00	05/11/2017	181.00	8,242.00	377.97
05/16/2017	0.00	05/16/2017	1,000.00	7,242.00	384.47
05/25/2017	0.00	05/25/2017	1,000.00	6,242.00	394.73
06/01/2017	1,681.00	06/19/2017	181.00	7,742.00	424.08
06/29/2017	0.00	06/29/2017	819.00	6,923.00	436.28
07/01/2017	1,681.00	07/24/2017	951.00	7,653.00	472.35
07/27/2017	0.00	07/27/2017	750.00	6,903.00	476.26
08/01/2017	1,681.00	08/01/2017	0.00	8,584.00	482.19
09/01/2017	1,681.00	09/01/2017	0.00	10,265.00	527.75
10/06/2017	0.00	10/06/2017	0.00	10,265.00	589.27
Totals	28,577.00		18,312.00	10,265.00	589.27

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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End of Report

EXHIBIT "6"

EXHIBIT "6"

EXHIBIT "6"

WILLICK LAW GROUP
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(702) 438-4100

Arrearage Calculation Summary

Kellogg v. Ghibaudo

Report Date: 10/12/2017

Summary of Amounts Due

Total Principal Due 10/06/2017:	$2,210.87
Total Interest Due 10/06/2017:	$48.64
Total Penalty Due 10/06/2017:	$80.08
Amount Due if paid on 10/06/2017:	$2,339.61
Amount Due if paid on 10/07/2017:	$2,340.59
Daily Amount accruing as of 10/07/2017:	$0.98

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2017	*140.25	02/01/2017	0.00	140.25	0.00
03/01/2017	*140.25	03/01/2017	0.00	280.50	0.61
04/01/2017	*140.25	04/01/2017	0.00	420.75	1.98
05/01/2017	*267.89	05/01/2017	0.00	688.64	3.97
05/01/2017	*450.68	05/01/2017	0.00	1,139.32	3.97
06/01/2017	*267.89	06/01/2017	0.00	1,407.21	9.54
07/01/2017	*267.89	07/01/2017	0.00	1,675.10	16.19
08/01/2017	*267.89	08/01/2017	0.00	1,942.99	25.08
09/01/2017	*267.89	09/01/2017	0.00	2,210.88	35.39
10/06/2017	0.00	10/06/2017	0.00	2,210.88	48.64
Totals	2,210.88			2,210.88	48.64

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
02/01/2017	*140.25	0.00	0.00
03/01/2017	*140.25	140.25	1.08
04/01/2017	*140.25	280.50	3.46
05/01/2017	*267.89	420.75	6.92
05/01/2017	*450.68	688.64	6.92
06/01/2017	*267.89	1,139.32	16.59
07/01/2017	*267.89	1,407.21	28.16
08/01/2017	*267.89	1,675.10	42.39
09/01/2017	*267.89	1,942.99	58.89
10/06/2017	0.00	2,210.88	80.09
Totals	2,210.88	2,210.88	80.09

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979
12.00%	from Jul 1981 to Jun 1987
10.75%	from Jan 1988 to Jun 1988
12.50%	from Jan 1989 to Jun 1989
12.50%	from Jan 1990 to Jun 1990
10.50%	from Jul 1991 to Dec 1991
8.00%	from Jan 1993 to Jun 1994
10.50%	from Jan 1995 to Jun 1995
10.50%	from Jan 1996 to Jun 1996
10.50%	from Jul 1997 to Dec 1998
10.25%	from Jan 2000 to Jun 2000
8.75%	from Jul 2001 to Dec 2001
6.25%	from Jan 2003 to Jun 2003
6.00%	from Jan 2004 to Jun 2004
7.25%	from Jan 2005 to Jun 2005
9.25%	from Jan 2006 to Jun 2006
9.25%	from Jan 2008 to Jun 2008
5.25%	from Jan 2009 to Dec 2012
5.25%	from Jul 2013 to Dec 2013
5.25%	from Jul 2014 to Dec 2014
5.25%	from Jul 2015 to Dec 2015
5.50%	from Jul 2016 to Dec 2016
6.25%	from Jul 2017 to Dec 2017

8.00%	from Jul 1979 to Jun 1981
10.25%	from Jul 1987 to Dec 1987
11.00%	from Jul 1988 to Dec 1988
13.00%	from Jul 1989 to Dec 1989
12.00%	from Jul 1990 to Jun 1991
8.50%	from Jan 1992 to Dec 1992
9.25%	from Jul 1994 to Dec 1994
11.00%	from Jul 1995 to Dec 1995
10.25%	from Jul 1996 to Jun 1997
9.75%	from Jan 1999 to Dec 1999
11.50%	from Jul 2000 to Jun 2001
6.75%	from Jan 2002 to Dec 2002
6.00%	from Jul 2003 to Dec 2003
6.25%	from Jul 2004 to Dec 2004
8.25%	from Jul 2005 to Dec 2005
10.25%	from Jul 2006 to Dec 2007
7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2013 to Jun 2013
5.25%	from Jan 2014 to Jun 2014
5.25%	from Jan 2015 to Jun 2015
5.50%	from Jan 2016 to Jun 2016
5.75%	from Jan 2017 to Jun 2017

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End of Report

ORDR
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email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: H DATE OF HEARING: 10/16/17 TIME OF HEARING: 11:00 A.M.

ORDER FROM THE OCTOBER 16, 2017, HEARING

This matter came on for a *Status Check* at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorney, Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, and after hearing limited argument, hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. Pursuant to the Court's *Order* from the October 6, 2017, hearing, Alex was required to pay the sum of $3,500 on or before October 13, 2017.

2. Alex paid the sum of $3,500 via wire transfer to Tara on Thursday, October 12, 2017.

3. The parties stipulated to the entry of an updated *Mutual No Contact and Behavioral Order*, which will supersede the prior orders of the Court regarding their communications with one another.

THE COURT HEREBY ORDERS:

1. Based on the statements made by Alex in Open Court at the hearing held on October 6, 2017, and the Court's requirement that Alex satisfy his current obligations and arrears in a timely fashion, Alex shall pay to Tara, through the WILLICK LAW GROUP, the sum of $3,500 on or before November 12, 2017.

2. Another Status Check regarding Alex's payment of $3,500 is set for November 13, 2017, at 11:00 a.m.

3. At the time of the Status Check, the Court will confirm when the next payment will be made by Alex to Tara with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages.

4. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara and her counsel with his personal and business tax returns for 2016 prior to November 13, 2017.

5. In accordance with filing a *Detailed Financial Disclosure Form*, Alex shall provide his most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well as all documents supporting the numbers contained within his Schedules/Income Statements.

6. The issue of attorney's fees shall be deferred to the next status check.

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*****

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(702) 438-4100

7. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 20 day of November, 2017.

DISTRICT COURT JUDGE
T ART RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
Attorneys for Plaintiff

\\wlgserver\company\wp16\KELLOGG,T\DRAFTS\00203877.WPD

Approved as to Form and Content By:
ALEX B. GHIBAUDO, PC
SIGNATURE
REFUSED

ALEX B. GHIBAUDO, ESQ.
Nevada Bar No. 10592
CHRISTOPHER A. AARON, ESQ.
Nevada Bar No. 9489
703 S. 8th Street
Las Vegas, Nevada 89101
Attorneys for Defendant

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Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: H DATE OF HEARING: 10/16/2017 TIME OF HEARING: 9:00 A.M.

NOTICE OF ENTRY OF ORDER

TO: ALEX GHIBAUDO, Plaintiff in Proper Person

PLEASE TAKE NOTICE that the *Order from the October 16, 2017, Hearing,* was duly entered in the above action on the 27th day of November, 2017, by filing

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with the clerk of the court; a true and correct copy is attached.

DATED this 21st day of November, 2017.

WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 29 day of November, 2017, I caused the above and foregoing entitled document *Notice of Entry of Order*, to be served as follows:

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

[ ] By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.

[ ] Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

[ ] By hand delivery with signed Affidavit of Service.

To the address, email address, and/or facsimile number indicated below:

Alex Ghibaudo, Esq.
320 E. Charleston Blvd., No. 105
Las Vegas, Nevada 89104
abg1975@live.com
Defendant in Proper Person

An Employee of the WILLICK LAW GROUP

P:\wp16\KELLOGG,T\DRAFTS\00209450.WPD/VJ

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email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: H DATE OF HEARING: 10/16/17 TIME OF HEARING: 11:00 A.M.

ORDER FROM THE OCTOBER 16, 2017, HEARING

This matter came on for a *Status Check* at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorney, Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, and after hearing limited argument, hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. Pursuant to the Court's *Order* from the October 6, 2017, hearing, Alex was required to pay the sum of $3,500 on or before October 13, 2017.

2. Alex paid the sum of $3,500 via wire transfer to Tara on Thursday, October 12, 2017.

NOV 2 0 2017

3. The parties stipulated to the entry of an updated *Mutual No Contact and Behavioral Order*, which will supersede the prior orders of the Court regarding their communications with one another.

THE COURT HEREBY ORDERS:

1. Based on the statements made by Alex in Open Court at the hearing held on October 6, 2017, and the Court's requirement that Alex satisfy his current obligations and arrears in a timely fashion, Alex shall pay to Tara, through the WILLICK LAW GROUP, the sum of $3,500 on or before November 12, 2017.

2. Another Status Check regarding Alex's payment of $3,500 is set for November 13, 2017, at 11:00 a.m.

3. At the time of the Status Check, the Court will confirm when the next payment will be made by Alex to Tara with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages.

4. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara and her counsel with his personal and business tax returns for 2016 prior to November 13, 2017.

5. In accordance with filing a *Detailed Financial Disclosure Form*, Alex shall provide his most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well as all documents supporting the numbers contained within his Schedules/Income Statements.

6. The issue of attorney's fees shall be deferred to the next status check.

*****

*****

*****

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Las Vegas, NV 89110-2101
(702) 438-4100

7. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 20 day of November, 2017.

DISTRICT COURT JUDGE
T ART RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
Attorneys for Plaintiff

\\wlgserver\company\wp16\KELLOGG,T\DRAFTS\00203877.WPD

Approved as to Form and Content By:
ALEX B. GHIBAUDO, PC
SIGNATURE
REFUSED

ALEX B. GHIBAUDO, ESQ.
Nevada Bar No. 10592
CHRISTOPHER A. AARON, ESQ.
Nevada Bar No. 9489
703 S. 8th Street
Las Vegas, Nevada 89101
Attorneys for Defendant

ORD
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FRANK A. LEAVITT, ESQ.
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(702) 384-3963
(702) 384-6105 (Fax)
Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H Hearing Date: 12/20/2017 Hearing Time: 9:00 a.m.

ORDER

THIS MATTER HAVING COME ON for hearing before the above-entitled Court; and the Plaintiff, Tara Kellogg, appearing in person with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq., appearing in Proper Person, representing himself;

The Defendant stated he paid $4,500.00 this morning and the Court NOTED Defendant wants to work this out with some type of settlement;

The Court stated it needs to make sure the Plaintiff gets paid monthly and the Court NOTED that Plaintiff is not accepting what Defendant states he is earning;

The Defendant stated he can make a payment of $2,500.00 by January 10, 2018; and

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The Defendant alleged the Plaintiff is still sharing his financial information with other people; and

The Court having before it all the papers and pleadings on file herein and being fully advised in the premises, good cause appearing therefore,

IT IS HEREBY ORDERED that Attorney Leavitt may conduct a little DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS.

IT IS FURTHER HEREBY ORDERED that Attorney Leavitt is NOT TO SHARE that information with any other persons and any DOCUMENTS produced in DISCOVERY are CONFIDENTIAL.

IT IS FURTHER HEREBY ORDERED that Defendant shall pay Plaintiff $2,500.00 by 1/12/2018. The Court will SET the matter ON CALENDAR if an AFFIDAVIT is received that Defendant has not paid what was ordered. As soon as Defendant FILES his 2016 TAX RETURN, he is to PROVIDE Attorney Leavitt with a copy of said return.

DATED this 17 day of January 2018.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

LEAVITT LAW FIRM

DENNIS M. LEAVITT, ESQ.
Nevada Bar No. 3757
229 Las Vegas Blvd. So.
Las Vegas, Nevada 89101
Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H Hearing Date: 12/20/2017 Hearing Time: 9:00 a.m.

NOTICE OF ENTRY OF ORDER

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an *Order* was entered in the above-captioned matter on the 19th day of January, 2018. A true and correct copy is attached hereto.

DATED this 22 day of January 2018.

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229 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Telephone: (702) 384-3963
Facsimile: (702) 384-6105
Attorney for TARA KELLOGG-GHIBAUDO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22 day of January 2018, I caused a true and correct copy of the foregoing document entitled **NOTICE OF ENTRY OF ORDER** be electronically served pursuant to the Nevada Rules of Civil Procedure 5(b), EDCR 8.05, and Administrative Order 14-2 to the following:

ALEX GHIBAUDO
alex@abgpc.com

Leah Brown,
An employee of LEAVITT LAW FIRM

LEAVITT LAW FIRM
229 Las Vegas Blvd. So., Las Vegas, NV 89101
(702) 384-3963 – fax (702) 384-6105

ORD
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(702) 384-3963
(702) 384-6105 (Fax)
Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H Hearing Date: 12/20/2017 Hearing Time: 9:00 a.m.

ORDER

THIS MATTER HAVING COME ON for hearing before the above-entitled Court; and the Plaintiff, Tara Kellogg, appearing in person with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq., appearing in Proper Person, representing himself;

The Defendant stated he paid $4,500.00 this morning and the Court NOTED Defendant wants to work this out with some type of settlement;

The Court stated it needs to make sure the Plaintiff gets paid monthly and the Court NOTED that Plaintiff is not accepting what Defendant states he is earning;

The Defendant stated he can make a payment of $2,500.00 by January 10, 2018; and

The Defendant alleged the Plaintiff is still sharing his financial information with other people; and

The Court having before it all the papers and pleadings on file herein and being fully advised in the premises, good cause appearing therefore,

IT IS HEREBY ORDERED that Attorney Leavitt may conduct a little DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS.

IT IS FURTHER HEREBY ORDERED that Attorney Leavitt is NOT TO SHARE that information with any other persons and any DOCUMENTS produced in DISCOVERY are CONFIDENTIAL.

IT IS FURTHER HEREBY ORDERED that Defendant shall pay Plaintiff $2,500.00 by 1/12/2018. The Court will SET the matter ON CALENDAR if an AFFIDAVIT is received that Defendant has not paid what was ordered. As soon as Defendant FILES his 2016 TAX RETURN, he is to PROVIDE Attorney Leavitt with a copy of said return.

DATED this 17 day of January 2018.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

LEAVITT LAW FIRM

DENNIS M. LEAVITT, ESQ.
Nevada Bar No. 3757
229 Las Vegas Blvd. So.
Las Vegas, Nevada 89101
Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

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OSC
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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H

ORDER TO SHOW CAUSE

The Court, having reviewed the *Affidavit of Dennis M. Leavitt, Esq. in Support of Having Defendant, Alex Ghibaudo, Jailed for Blatant Contempt of this Court's Orders* attached thereto, and the papers and pleadings filed, hereby finds that there is good cause to grant Defendant an Order To Show Cause.

NOW, THEREFORE, IT IS HEREBY ORDERED that Defendant, ALEX GHIBAUDO, shall appear on the 13th day of March, 2018 at 9:00 Am before the Eighth Judicial District Court – Regional Justice Center, Department H, located at 200 Lewis Avenue, Las Vegas, NV, 89155 to show cause, if any, why he should not be held in contempt for:

1. Defendant was ordered on December 20, 2017 to pay Plaintiff $2,500.00 as and for spousal support by January 12, 2018. Defendant has **failed** to comply with this obligation that was ordered by this Honorable Court. An Affidavit was submitted by Dennis M. Leavitt, Esq. on January 22, 2018 as requested by the Court if Defendant did not satisfy his obligation.

2. Discovery was propounded upon Defendant on January 19, 2018 by Plaintiff; however, Defendant has stated he REFUSES and will NOT respond to said Discovery requests. **See Affidavit attached.**

3. Violating the Behavior Order on file herein.

DATED this 12 day of February 2018.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

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Las Vegas, Nevada 89101
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Facsimile: (702) 384-6105
Attorney for TARA KELLOGG-GHIBAUDO

OSC
KELLOGG-GHIBAUDO vs. GHIBAUDO
CASE NO.: D-15-522043-D

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Electronically Filed
1/22/2018 11:02 AM
Steven D. Grierson
CLERK OF THE COURT

AFF
LEAVITT LAW FIRM
DENNIS M. LEAVITT, ESQ.
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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H

AFFIDAVIT OF DENNIS M. LEAVITT, ESQ. IN SUPPORT OF HAVING DEFENDANT, ALEX GHIBAUDO, JAILED FOR BLATENT CONTEMPT OF THIS COURT'S ORDERS

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

1. That your Affiant is an attorney duly license to practice law in the State of Nevada and is counsel of record for the Plaintiff in this case, TARA KELLOGG-GHIBAUDO.

2. That an Order was filed with this Honorable Court on November 27, 2017 from the October 16, 2017 hearing whereby beginning at line 1 through line 3 on page 2

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of that Order states that the parties stipulated to the entry of an updated mutual No Contact and Behavior Order, which would supersede the prior Orders of the Court regarding their communications with one another. Please see **Exhibit 1**.

3. Furthermore, the same Order referenced above states that the issue of attorney's fees shall be deferred to the next Status Check.

4. That a hearing before this Honorable Court was held on December 20, 2017 whereby Defendant was ordered to make a payment of $2,500.00 by January 12, 2018 and that attorney Leavitt may conduct Discovery into Defendant's tax returns and bank accounts.

5. That Defendant failed to make the $2,500.00 payment by January 12, 2018 as ordered.

6. That Defendant willfully breached the mutual No Contact and Behavior Order by sending text messages to TARA KELLOGG-GHIBAUDO that are attached hereto as **Exhibit 2**.

7. These text messages are vulgar and simply meant to harass TARA KELLOGG-GHIBAUDO.

8. That in response to the undersigned counsel for TARA KELLOGG-GHIBAUDO's emails to the Defendant inquiring about payment, Defendant willfully stated that he would not answer Discovery stating, "you had 60 days to complete Discovery. It has been 30 days since the last hearing. Discovery should have been propounded by now. It was not, so I will not answer anything sent". Again, Defendant wishes to play by his own rules as written Discovery was propounded upon the Defendant and e-served upon the Defendant on January 19, 2018.

9. That much of TARA KELLOGG-GHIBAUDO's displeasure comes from the fact that Defendant is failing to meet his obligations to his daughter and mother of his daughter, but yet is paying his girlfriend large sums of money through his law firm. Defendant denied this in writing and now wishes to withhold responses to Discovery

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because he knows full well that these responses will prove that he is paying his girlfriend through his law firm.

10. That in an email from the Defendant to the undersigned sent on January 19, 2018 at 4:51 pm the Defendant stated, "by the way, you can tell your client that though I have never paid my girlfriend a penny for anything since I met her, I am putting her on payroll effective immediately in the position of Marketing Director at a salary of $48,000.00 per year".

11. That the Defendant is copying his girlfriend on his emails even though this is a sealed case.

12. That the Defendant, Alex Ghibaudo, Esq. continues to thumb his nose at this Court's Orders because he has gotten away with it and unless this Court shows the Defendant that he cannot continue to simply thumb his nose at this Court's orders, nothing will change. Please see **Exhibit 3**.

13. That the Defendant is in willful contempt of this Court's orders that he pay his support to his family and apparently thinks that the mutual No Contact and Behavior Order allows him to berate and harass the mother of his daughter.

14. That Defendant's conduct is particularly egregious because he is flaunting the fact that he will willfully violate this Court's Orders while at the same time diverting available funds directly to his girlfriend.

15. That TARA KELLOGG-GHIBAUDO respectfully requests that this Honorable Court enter an Order finding the Defendant in willful contempt of Court and sentencing him to twenty-five (25) days in the Clark County Detention Center with a cash only bail of $5,000.00.

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16. Furthermore, TARA KELLOGG-GHIBAUDO also requests that this Honorable Court further enforce its previous Order and order the Defendant to answer properly propounded written Discovery requests that were propounded upon him on January 19, 2018.

FURTHER YOUR AFFIANT SAYETH NAUGHT

DATED this _____ day of January 2018.

DENNIS M. LEAVITT, ESQ.

SUBSCRIBED and SWORN to before me
this 22 day of January, 2018.

LEAH BROWN
Notary Public, State of Nevada
No. 17-1976-1
My Appt. Exp. Apr. 22, 2021

NOTARY PUBLIC in and for said
COUNTY and STATE

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EXHIBIT 1

Electronically Filed
11/27/2017 2:08 PM
Steven D. Grierson
CLERK OF THE COURT

ORDR
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MARSHAL S. WILLICK, ESQ.
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Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO: D-15-522043-D DEPT. NO: H DATE OF HEARING: 10/16/17 TIME OF HEARING: 11:00 A.M.

ORDER FROM THE OCTOBER 16, 2017, HEARING

This matter came on for a *Status Check* at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorney, Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, and after hearing limited argument, hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. Pursuant to the Court's *Order* from the October 6, 2017, hearing, Alex was required to pay the sum of $3,500 on or before October 13, 2017.

2. Alex paid the sum of $3,500 via wire transfer to Tara on Thursday, October 12, 2017.

NOV 20 2017

3. The parties stipulated to the entry of an updated *Mutual No Contact and Behavioral Order*, which will supersede the prior orders of the Court regarding their communications with one another.

THE COURT HEREBY ORDERS:

1. Based on the statements made by Alex in Open Court at the hearing held on October 6, 2017, and the Court's requirement that Alex satisfy his current obligations and arrears in a timely fashion, Alex shall pay to Tara, through the WILLICK LAW GROUP, the sum of $3,500 on or before November 12, 2017.

2. Another Status Check regarding Alex's payment of $3,500 is set for November 13, 2017, at 11:00 a.m.

3. At the time of the Status Check, the Court will confirm when the next payment will be made by Alex to Tara with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages.

4. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara and her counsel with his personal and business tax returns for 2016 prior to November 13, 2017.

5. In accordance with filing a *Detailed Financial Disclosure Form*, Alex shall provide his most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well as all documents supporting the numbers contained within his Schedules/Income Statements.

6. The issue of attorney's fees shall be deferred to the next status check.

*****

*****

*****

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(702) 438-4100

7. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 20 day of November, 2017.

DISTRICT COURT JUDGE
T ART RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
Attorneys for Plaintiff

\\wlgserver\company\wp16\KELLOGG,TD\DRAFTS\00203877.WPD

Approved as to Form and Content By:
ALEX B. GHIBAUDO, PC
SIGNATURE REFUSED

ALEX B. GHIBAUDO, ESQ.
Nevada Bar No. 10592
CHRISTOPHER A. AARON, ESQ.
Nevada Bar No. 9489
703 S. 8th Street
Las Vegas, Nevada 89101
Attorneys for Defendant

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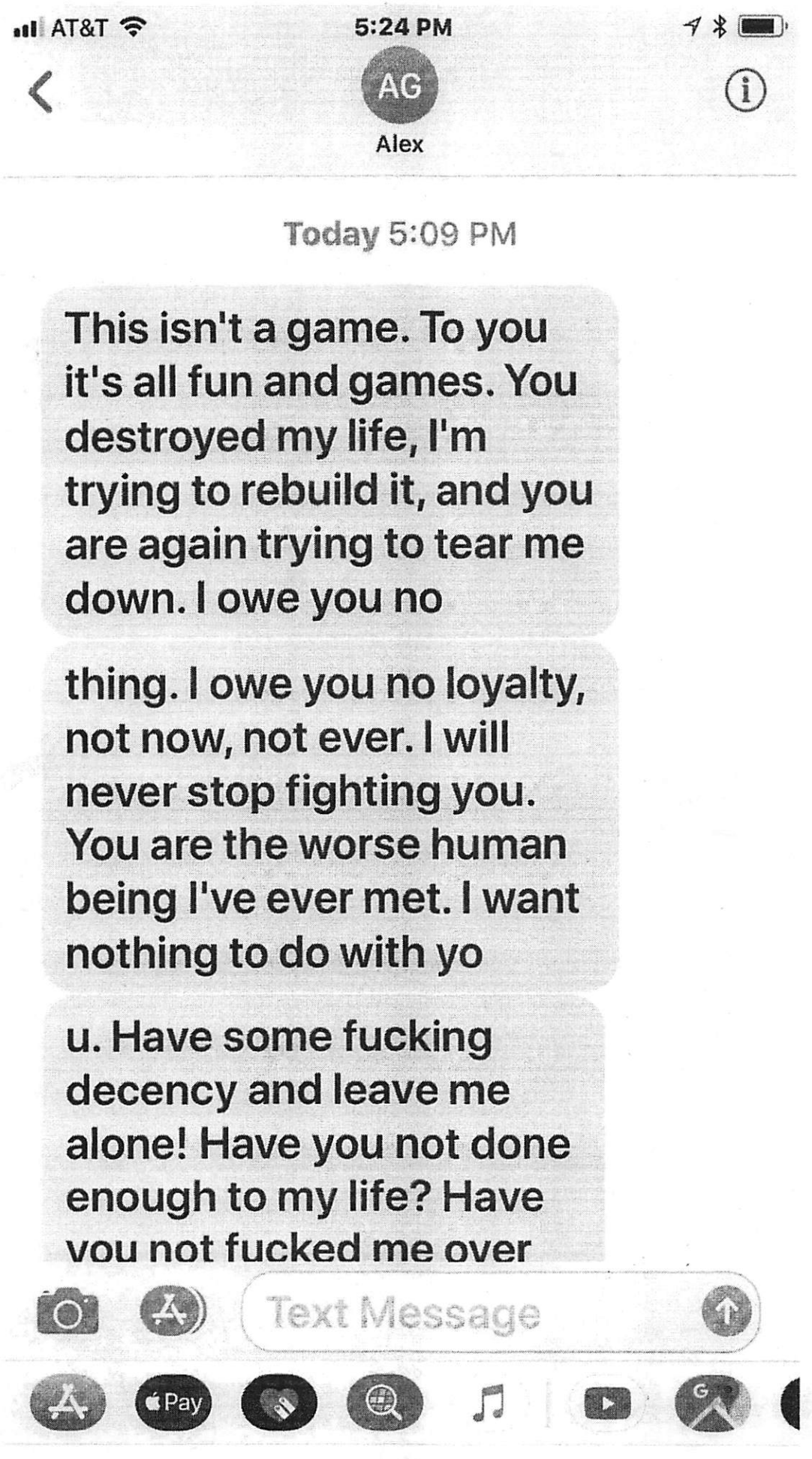
(702) 438-4100

EXHIBIT 2


AT&T
5:24 PM
AG
Alex
Today 5:09 PM
This isn't a game. To you it's all fun and games. You destroyed my life, I'm trying to rebuild it, and you are again trying to tear me down. I owe you no
thing. I owe you no loyalty, not now, not ever. I will never stop fighting you. You are the worse human being I've ever met. I want nothing to do with yo
u. Have some fucking decency and leave me alone! Have you not done enough to my life? Have you not fucked me over
Text Message
Pay

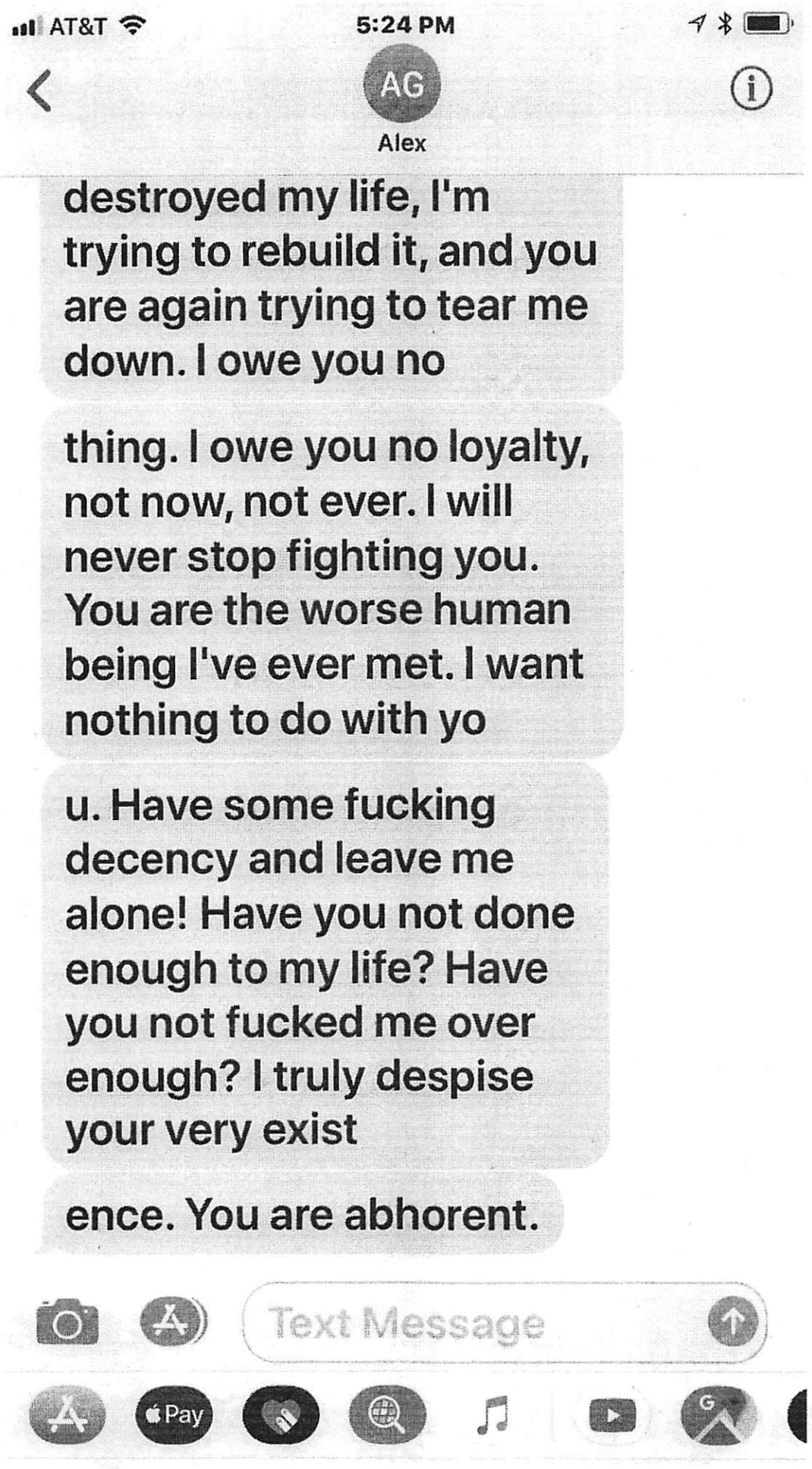

AT&T
5:24 PM
AG
Alex
destroyed my life, I'm trying to rebuild it, and you are again trying to tear me down. I owe you no
thing. I owe you no loyalty, not now, not ever. I will never stop fighting you. You are the worse human being I've ever met. I want nothing to do with yo
u. Have some fucking decency and leave me alone! Have you not done enough to my life? Have you not fucked me over enough? I truly despise your very exist
ence. You are abhorent.
Text Message
Pay

EXHIBIT 3

Electronically Filed
9/28/2017 5:08 PM
Steven D. Grierson
CLERK OF THE COURT

RPLY
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: H

DATE OF HEARING: ~~10/6/2017~~
TIME OF HEARING: ~~9:00 A.M.~~

REPLY TO "OPPOSITION TO PLAINTIFF'S MOTION"

I. INTRODUCTION

Alex truly believes that he is beyond reproach. In a shameless attempt at distracting the Court from the primary issues before it, i.e., Alex's refusal to comply with the financial orders contained within the parties' *Decree of Divorce*, he spends approximately 11 of his 12 pages lamenting Tara's request that he be held in contempt for violating the *No Contact Order* and basically ignoring his egregious conduct for the better part of a year on the premise that "Tara made me do it."[1] When

[1] His references to Tara's e-mails to him on March 1, 2017, after she received text messages from Alex's girlfriend, Elske Shipp, which contained sexually explicit photos of Elske and Alex is similarly unavailing. Indeed, even in the communications he references, he calls Tara a "shitty

he does reference the primary issues before this Court, he does so in one footnote and specifically acknowledges that he is in arrears, and that those arrears are substantial.

To be clear, Alex has admitted as follows:

1. That he has not provided the parties' minor child with medical insurance, nor has he paid anything towards her insurance premiums pursuant to the parties' agreement and the *Decree of Divorce*.

2. That he has failed to provide Tara with payment regarding the minor child's unreimbursed medical expenses in accordance with the parties' agreement and the *Decree of Divorce*.

3. That he has failed to satisfy even the ***minimum*** amount due and owing relating to his post-divorce family support in accordance with the parties' agreement and the *Decree of Divorce*.

4. That he has paid nothing towards the debt incurred during the marriage for which he was made solely responsible pursuant to the parties' agreement and the *Decree of Divorce*.

5. That he has violated the *Mutual No Contact Order* and consistently engaged in unproductive, vindictive, and hateful communications with Tara.

Despite this Court's admonition at the last hearing and warning that bad things could happen to Alex in the event he failed to satisfy his financial obligations to his former spouse of 15 years, Alex has not paid Tara a penny since that hearing. That's right, no family support payment in August, and none in September, as of this writing.

Alex has also indicated that he has no intentions of providing any of the discovery that we requested on the premise that his responses are not due until after the discovery period closes. If that is Alex's prerogative, fine, but he ***should know*** that it is not our burden to establish that he could have paid support. Instead, it is ***his*** burden to prove why he should not be held in contempt, and to establish, with documentary evidence, that he can't even satisfy the minimum obligations under the parties' *Decree*; he has not even filed a *Financial Disclosure Form* as ordered by this Court.

---

mother."

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We believe that his refusal to participate in the discovery process, provide a detailed rendition of all of his income and expenses, or even supply an updated *Financial Disclosure Form* is indicative of the reality that Alex can absolutely satisfy his obligations. He wants credit for paying $1,000 per week for approximately two months while simultaneously claiming that he can't possibly pay $2,500 per month. In other words, he can't pay $2,500 per month but can pay $4,000 per month so long as Tara "stays in line." His use of financial support as a means of "controlling" Tara is reprehensible, and is made even worse by the fact that he is an officer of this Court.

Accordingly, Tara respectfully reiterates her requests that the Court issue the following orders:

1. Holding Alex in contempt for his violations of the *Mutual No Contact Order*, and the *Decree of Divorce*.

2. Reducing the following amounts to judgment, and making them collectible by any and all lawful means as of September 12, 2017:

   a. **Minimum Family Support Arrears** – principal sum of $14,898, and $17,023.52, with interest and penalties.[2]

   b. **Medical Insurance Arrears** – principal sum of $2,210.87, and $2,315.99, with interest and penalties.[3]

   c. **(Principal) Unreimbursed Medical Expense Arrears** – $715.50.

3. Monetarily sanctioning Alex in the amount of $500 for ***each and every one of his contempts***, which consist of the following:

   a. ***Twelve*** separate violations of the family support provision contained within the *Decree of Divorce*;[4]

   b. ***Eleven*** separate violations of the terms of the *Mutual No Contact Order*;

---

[2] *See* Exhibit 17, which is attached to Updated Cover Sheet for Schedules of Arrears, filed September 15, 2017.

[3] *See* Exhibit 16, which is attached to Updated Cover Sheet for Schedules of Arrears, filed September 15, 2017.

[4] This represents ***twelve*** separate months in which Alex has failed to pay the minimum family support sum of $2,500.

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c. *Nine* separate violations of the medical insurance provision contained within the *Decree of Divorce*;

d. *Three* independent violations of the unreimbursed medical expense provision in the *Decree of Divorce*; and

e. *Seven* independent violations of the marital debt provision outlined in the *Decree of Divorce*.

4. Enforcing the gross monthly income provision of the *Decree of Divorce* by requiring Alex to provide his tax return and all supporting financial information for purposes of determining his family support obligation.

5. Joining Alex's various business entities to this case and reverse piercing the corporate veil to help assist Tara in collecting that to which she is rightfully owed.

6. Awarding Tara the entirety of her attorney's fees and costs.

TABLE OF CONTENTS

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Steven D. Grierson
CLERK OF THE COURT

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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H Hearing Date: 12/20/2017 Hearing Time: 9:00 a.m.

ORDER

THIS MATTER HAVING COME ON for hearing before the above-entitled Court; and the Plaintiff, Tara Kellogg, appearing in person with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq., appearing in Proper Person, representing himself;

The Defendant stated he paid $4,500.00 this morning and the Court NOTED Defendant wants to work this out with some type of settlement;

The Court stated it needs to make sure the Plaintiff gets paid monthly and the Court NOTED that Plaintiff is not accepting what Defendant states he is earning;

The Defendant stated he can make a payment of $2,500.00 by January 10, 2018; and

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The Defendant alleged the Plaintiff is still sharing his financial information with other people; and

The Court having before it all the papers and pleadings on file herein and being fully advised in the premises, good cause appearing therefore,

IT IS HEREBY ORDERED that Attorney Leavitt may conduct a little DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS.

IT IS FURTHER HEREBY ORDERED that Attorney Leavitt is NOT TO SHARE that information with any other persons and any DOCUMENTS produced in DISCOVERY are CONFIDENTIAL.

IT IS FURTHER HEREBY ORDERED that Defendant shall pay Plaintiff $2,500.00 by 1/12/2018. The Court will SET the matter ON CALENDAR if an AFFIDAVIT is received that Defendant has not paid what was ordered. As soon as Defendant FILES his 2016 TAX RETURN, he is to PROVIDE Attorney Leavitt with a copy of said return.

DATED this 17 day of January 2018.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

LEAVITT LAW FIRM

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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H

ORDER

THIS MATTER HAVING COME ON before the above-entitled Court for a hearing; and Plaintiff, Tara Kellogg-Ghibaudo appearing in person and with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq. appearing in person and representing himself; and the Court stated the agreement was Defendant was required to pay Plaintiff the minimum of $2,500 per month. Further, there has to be clear and convincing evidence for there to be direct civil contempt and this Court has jurisdiction to enforce. The Court stated for purposes of contempt, Defendant was to pay no less than $2,500 per month. Court stated the Defendant's admission that payment was not made is what prompted this Evidentiary Hearing being set. Attorney Ghibaudo stated the Orders are crystal clear and he is not contesting that he has not paid what was ordered. Court stated this is a indirect civil contempt hearing and this is the last resort. Attorney Ghibaudo

admitted he has not paid for January through March 2018. The parties were sworn and testified from their tables; good cause appearing therefore;

COURT FINDS, there is a clear Order of Defendant's obligation to pay and there is a finding of contempt.

THEREFORE, IT IS HEREBY ORDERED that Defendant shall be SENTENCED to TWO (2) DAYS in the Clark County Detention Center, which SENTENCE shall be STAYED upon Defendant's PAYMENT of $7,500.00 (three months of $2,500.00 each) by March 30, 2018. If Defendant pays the $7,500.00, he can bring a request to PURGE the CONTEMPT. To PURGE the CONTEMPT, Defendant shall pay the Plaintiff DIRECTLY.

IT IS FURTHER ORDERED that if Defendant is required to serve the SENTENCE of 2 DAYS for CONTEMPT, the SENTENCE shall take place on the WEEKEND, Defendant shall APPEAR at the Clark County Detention Center, and Defendant shall be REMANDED on a Friday and RELEASED on a Sunday. All REMAINING ISSUES shall be DEFERRED.

DATED this 27 day of March 2018.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

LEAVITT LAW FIRM

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Attorneys for TARA KELLOGG-GHIBAUDO

District Court
Clark County, Nevada

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H

NOTICE OF ENTRY OF ORDER

YOU AND EACH OF YOU will please take notice that an *Order* was filed in the above-captioned matter on the 28th day of March 2018. A true and correct copy of the same is attached hereto.

DATED this 28th day of March 2018.

LEAVITT LAW FIRM

By: _____
DENNIS M. LEAVITT, ESQ.
Nevada Bar No. 3757
229 Las Vegas Boulevard South
Las Vegas, Nevada 89101
(702) 384-3963
(702) 384-6105 (Fax)
Attorneys for TARA KELLOGG-GHIBAUDO

LEAVITT LAW FIRM
229 Las Vegas Blvd. So., Las Vegas, NV 89101
(702) 384-3963 – fax (702) 384-6105

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of March 2018, I caused a true and correct copy of the foregoing document entitled **NOTICE OF ENTRY OF ORDER** to be mailed pursuant to the Nevada Rules of Civil Procedure 5(b), EDCR 8.05, and Administrative Order 14-2 and via United States Mail, within a sealed envelope, postage pre-paid thereon, and addressed as follows:

ALEX GHIBAUDO
alex@abgpc.com

Loammi Garcia,
An employee of LEAVITT LAW FIRM

LEAVITT LAW FIRM
229 Las Vegas Blvd. So., Las Vegas, NV 89101
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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H

ORDER

THIS MATTER HAVING COME ON before the above-entitled Court for a hearing; and Plaintiff, Tara Kellogg-Ghibaudo appearing in person and with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq. appearing in person and representing himself; and the Court stated the agreement was Defendant was required to pay Plaintiff the minimum of $2,500 per month. Further, there has to be clear and convincing evidence for there to be direct civil contempt and this Court has jurisdiction to enforce. The Court stated for purposes of contempt, Defendant was to pay no less than $2,500 per month. Court stated the Defendant's admission that payment was not made is what prompted this Evidentiary Hearing being set. Attorney Ghibaudo stated the Orders are crystal clear and he is not contesting that he has not paid what was ordered. Court stated this is a indirect civil contempt hearing and this is the last resort. Attorney Ghibaudo

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DATED this 27 day of March 2018.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully Submitted By:

LEAVITT LAW FIRM

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rsmith@radfordsmith.com
Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT NO.: H **ORAL ARGUMENT: YES**

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 CALENDAR DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 CALENDAR DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

DEFENDANT'S MOTION TO MODIFY SPOUSAL SUPPORT

Defendant, ALEX GHIBAUDO ("Alex"), by and through his attorney, Radford J. Smith, Esq. of Radford J. Smith, Chartered and submits the following points and authorities in support of his Motion to Modify Spousal Support. Alex moves for the Court's Order as follows:

1. Vacating as void that portion of the Court's February 1, 2017 Decree of Divorce directing Plaintiff to pay alimony to Defendant;

2. For a hearing on the issue of alimony, and a determination of a reasonable amount of alimony pending evidentiary hearing;

3. In the alternative, for a modification of the current alimony order based upon Plaintiff's breach of the alimony terms contained in the Decree, and based upon the change of circumstances arising from that breach;

4. For an order directing Plaintiff to pay the attorney's fees and costs incurred in the prosecution of this motion;

5. For such other and further relief as the court finds appropriate in the premises.

Defendant's Motions are made and based upon all pleadings and papers on file in this matter, the points and authorities attached hereto, the evidence submitted with the Motion, and any oral argument or evidence adduced at the time of the hearing of this matter.

DATED this 29 day of May 2019.

RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant

EDCR 5.501 STATEMENT

Pursuant to EDCR 5.501, Defendant and his counsel have attempted to resolve this matter with Plaintiff on multiple occasions to no avail. Thus, Defendant was forced to file this motion.

I.

STATEMENT OF FACTS

Plaintiff Tara Kellogg-Ghibaudo ("Tara") and Defendant Alex Ghibaudo ("Alex") were married on December 30, 2001. The parties are the parents of one minor child, Nicole Ghibaudo, born May 17, 2001. Tara filed her Complaint for Divorce on October 1, 2015 through her then counsel, Sigal Chattah, Esq. Alex filed his Answer and Counterclaim in proper person on November 11, 2015.

On May 18, 2016, the parties attended a settlement conference with Senior Judge Kathy Hardcastle. Tara was represented during that conference by Ms. Chattah, and Alex appeared in proper person. During that conference, the parties agreed that they would not be divorced because they were still contemplating reconciliation. At the time Alex had just reinstated his Nevada law license after a five-year suspension. He had little income at that time. Alex was led to believe that Tara was then attending CSN toward a degree in psychology, and he anticipated that she would be employed by 2017. His belief was informed in part by his knowledge that Tara had taken approximately 21 college units per year from Winter 2011 forward.

At the settlement conference, the parties reached an agreement for the terms of a "legal separation" (deemed a "Decree of Separate Maintenance" under Nevada law). That settlement was read into the minutes of the Court on that date. The minutes of that hearing state:

> A Decree of Legal Separation will be entered. At any time either party may seek a termination of the Decree of Legal Separation and pursue a Decree of Divorce.

As part of their agreement for a legal separation, the parties agreed that Alex would pay child support and spousal support to Tara. That portion of the minutes reads:

> Defendant will pay Plaintiff the sum of $2500.00 per month in ALIMONY; this amount includes $819.00 that is attributable towards Child Support.

Minutes dated May 18, 2016. The minutes then reflect rather confusing terms that link Alex's alimony obligation to his "GMI" (gross monthly income). Those provisions may make sense when the parties were contemplating reconciliation, which would presumably had made both parties' incomes community property, but they made little sense for a divorce.

The parties did not reconcile. In or about June 2016, Tara's counsel, Sigal Chattah, Esq., provided a draft Decree of Separate Maintenance, a tacit acknowledgment that the parties had never agreed to the terms of a Decree of Divorce. Shortly after doing so, Ms. Chattah began making demands that were inconsistent with the terms agreed in the settlement conference. Alex advised Ms. Chattah that if the parties were not going to agree

to the terms contained in the record at the settlement conference, they should set aside the agreement and set the matter for trial, an obvious request to proceed forward on divorce.

Tara then changed counsel to Trevor Creel, Esq. who sent Alex a letter proposing a draft Decree of Divorce, not a Decree of Separate Maintenance. (Exhibit "A"). Alex responded by letter indicating that he did not agree with the terms of the proposed Decree, and specifically did ***not*** agree with the terms of the support obligation. (Exhibit "B"). Without citing any evidence of an agreement for a divorce, or any agreement for support terms upon divorce, Tara's counsel nevertheless sought the summary entry of a Decree of Divorce containing the terms that had only been agreed as part of "Legal Separation." *See,* Motion for Entry of a Decree of Divorce, filed November 15, 2016.

On November 29, 2016. Alex filed his Opposition and Countermotion in which he objected to the summary filing of the Decree by the Court. The court, after hearing, entered a Decree of Divorce without Alex's consent or signature, and over his objection. The Decree was filed on February 1, 2017, with Notice of Entry served on February 3, 2017.

Alex filed motions to set aside the Decree that the Judge Brown denied. Regardless of that legal status, the question now arises whether this court may modify the existing order, and when doing so, is the court obligated to recognize the "agreement" of the parties regarding support. As discussed below, there never was a meeting of the minds or any cognizable agreement regarding *post-divorce* spousal support, either in term or amount. The agreement that Judge Brown relied upon to enter a Decree without trial was *only* an agreement regarding the terms of a legal separation. Thus, the district court is not bound

by that agreement either as a contract, and because whatever agreement the court used was incorporated into the decree, and thus is modifiable. Further, as stated below, the basis for the terms in the decree are contrary to clear statutory law, and are thus voidable.

Even if the court were to ignore the defects in both procedure, law and contract that are the basis of the current order, Tara should be estopped from enforcing the terms of the agreement because of her violation of those terms both expressly, and by her violation of the implied covenant of good faith and fair dealing.

1. THE DISTRICT CORT WAS WITHOUT JURISDICTION TO ENTER A SUMMARY DECREE OF DIVORCE CONTAINING SUPPORT TERMS THAT WERE NOT AGREED TO BY THE PARTIES

The parties agreed to the terms of a "legal separation" that they acknowledged into the minutes of the court. The terms of that agreement constitute enforceable stipulation under EDCR 7.50. The question raised by the facts of this case is, however, "what did the parties agree to?" In *Grisham v. Grisham,* 128 Nev. 679, 685, 289 P.3d 230, 234 (2012) the court held:

> When parties to pending litigation enter into a settlement, they enter into a contract. Such a contract is subject to general principles of contract law. Id. [. . .] a stipulated settlement agreement requires mutual assent, or a 'meeting of the minds,', on 'the contract's essential terms.' 'A valid contract cannot exist when material terms are lacking or are insufficiently certain and definite' for a court 'to ascertain what is required of the respective parties' and to 'compel compliance' if necessary.

Here, the minutes of the Court are clear; the parties only agreed to a "Legal Separation." Tara cannot dispute that fact because she affirmed it in her pleadings. In her Motion for Entry of a Decree of Divorce, filed November 15, 2016, Tara recognized that the parties

had agreed that Tara's counsel, then Ms. Chattah, would prepare the *Decree of Legal Separation."* Motion, page 5, lines 11-12. (Emphasis in Original). The only explanation for the submission of a Decree of Divorce by Tara's then counsel, Trevor Creel, Esq. was, "After it became evident that Alex may not cooperate in effectuating the terms of the parties' agreement, Tara retained us and we prepared a comprehensive *Decree of Divorce.*" Plaintiff's Motion for Entry of Decree of Divorce, [Etc.] at page 5.

Tara's understanding of the parties' agreement was expressed in the draft "DECREE OF LEGAL SEPARATION" that ***was*** prepared by Ms. Chattah and sent to Alex for his review and signature. (*See* June 6, 2016 email from Ms. Chattah to Alex and the attached Decree of Legal Separation, filed as Exhibit's "C" and "D" in support of this Motion). In that proposed Decree of Legal Separation, Ms. Chattah expressly cites NRS 125.190, 125.210, 125.230 and 125.280, claiming that all the conditions of those statutes had been met. Those statutes are the relevant statues associated with the entry of a Decree of Separate Maintenance, Nevada's version of a decree of legal separation, not a Decree of Divorce.

The procedure, limits on the Court, and limits on the content in those statutes are different than what is contained in the grant of power to enter a Decree of Divorce in NRS 125.150. Unlike a Decree of Divorce, a district court may change, modify or revoke its orders under those statutes "from time to time," and there is no time limit set for that modification other than the "joint lives of the parties." NRS 125.210 (4). Divorce Decrees regarding property rights may only be modified by stipulation of the parties (NRS 125.150(7); NRCP 60(b)), and alimony provisions may only be modified upon a showing

of "changed circumstances" or a reduction of a payor spouse. NRS 125.150 (8); NRS 125.150 (12). There are no such limitations in the language defining the court's ability to modify a Decree of Legal Separation. The distinction between a decree of "legal separation" and a divorce decree was a material provision of the parties' agreement, and that distinction was ignored by Judge Brown when she summarily entered a Decree over Alex's objection.

Equally important, no Decree of Separate Maintenance was ever finalized or ordered by the Court as contemplated by the parties' stipulation. Judge Brown was left only with the parties' oral agreement read into the minutes at the settlement hearing. NRS 123.080 reads:

> A husband and wife cannot by any contract with each other alter their legal relations except as to property, and except that they may agree to an immediate separation and may make provision for the support of either of them and of their children during such separation.

Thus, when entering an agreement that was not for a divorce, but instead contemplated the continuation of a marriage during separation, the express language of NRS 123.080 prevents the parties from entering (they "cannot contract") any binding agreement for support beyond the period of the parties' separation. Separation in this context must be given its plain meaning – the period before reconciliation or divorce. That type of support was what the parties contemplated when negotiating a "legal separation." Had they been contemplating that the support provisions would continue after entry of a divorce decree, they could have stated that they were doing so as part of the stipulation read into the minutes of the court.

Because the parties did not agree to permanent alimony after divorce, the stipulation cannot be read to grant the Court to grant permanent alimony. Alex made that clear to Mr. Creel, who substituted into the case and asserted, contrary to the draft agreement prepared by Ms. Chattah, that the parties had agreed to alimony after divorce. Alex made clear to Mr. Creel that he never agreed that the provisions of support to facilitate a "legal separation" would define support in a divorce. (*See,* Letter from Alex Ghibaudo to Trevor Creel dated October 5, 2016, submitted as Exhibit "E" in support of this Opposition).

Contrary to the implied finding of Judge Brown when she entered the Decree of Divorce, there was no agreement regarding spousal support. Noticeably absent from the Decree is an analysis of the factors or written findings required by NRS 125.150(9), nor any stated basis for the district court's award. Failure to include findings of fact regarding the alimony prevents any reviewing court from understanding the basis of the alimony award. Here, there was no basis for such an award except the reliance on an agreement that could not legally resolve the issue of alimony.

Moreover, there were substantial questions of fact at the time of the Decree that required an evidentiary hearing as a matter of due process. Those issues included whether the divorce contemplated a change in circumstances from the agreement reached regarding a "legal separation." Here, the summary entry of the Decree deprived Alex of any ability to challenge the amount of alimony. Even if the court found that an agreement regarding spousal support had been made months earlier, the court should have held a hearing to

determine whether the alimony was equitable under the factors set forth in NRS 125.150. In *Allen v. Allen,* 112 Nev. 1230, 1233, 925 P.2d 503, 504 (1996), the court stated:

> All the wife is claiming in this case is that the property was not divided equally or fairly and that she should have the right to present her claims to the court. The April 23, 1993 decree was based entirely upon an oral agreement of a year before, and the court was not entitled to enter such a decree without first hearing the merits of the claims asserted by the wife relative to the unfair property disposition inherent in the enforcement of the April 29, 1992, oral agreement.

See also,

Moreover, Nevada statute strictly defines those instances in which a Court may enter a summary disposition of the issues in a divorce case. NRS 125.181. Based upon the Court's failure to recognize the limits of the parties' contract contemplating a legal separation, its failure to hold an evidentiary hearing, its denial of due process to Alex, and its failure to render findings on the issue of alimony, the Court should vacate the alimony provisions of the summary Decree of Divorce and set the matter for evidentiary hearing on the issue of alimony.

2. THE PROVISIONS OF THE DECREE REGARDING SPOUSAL SUPPORT ARE VOID

As indicated above, the agreement of the parties was for a legal separation (Decree of Separate Maintenance), a fact that was expressly recognized in the minutes of the Court and by Tara in her pleadings. The statutory basis for a district court to enter an order for support in a Decree of Legal Separation is defined in NRS 125.210(1)(c) that reads that a court may, in an action for legal separation, may, "Order or decree the payment of a *fixed*

sum of money for the support of the other spouse and their children." The court's Decree in this case does not contain a fixed sum of money, but instead is contingent upon various factors. Alex submits that the Court should find that the current provisions are void, and revise the Decree by rendering findings incorporating the factors under NRS 125.150(8) directing the payment of a fixed sum of alimony for a reasonable period.

3. THE CHANGE OF CIRCUMSTANCES SINCE THE PARTIES' SETTLEMNT CONFERENCE JUSTIFIES A REVIEW OF ALEX'S OBLIGATION OF ALIMONY

Nevada law permits a modification of alimony upon a change in circumstances. NRS 125.150(8). The circumstances underlying the Court's award of alimony changed before the entry of the Decree. The Court based its Decree regarding alimony based upon the erroneous presumption that the parties had agreed to the terms of a Divorce Decree prior to its entry. The evidence demonstrates they did not.

The only logical explanation for the parties' agreement that Alex would support Tara by providing her a significant percentage of his income was the sharing of community income during a time of attempted reconciliation. The motivations for doing so are substantially different than the circumstances arising from a contemplated divorce that would end any right to community income. Moreover, at the time of the negotiation of the "legal separation," Alex was unemployed, and did not have a fixed income so the parties used a base amount with a percentage of income as a formula for addressing Alex's obligation. Tara was a college student that represented that she would complete her degree

shortly after the mediation, and the parties' incorporated that representation into the terms of the legal separation. Those terms read:

> Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be-recalculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of $2500 per month.

The clear intent and anticipation of the bargained for exchange was that Tara would seek employment.

Since the time of the mediation, and the time of the Decree, Alex's income has stabilized in his own firm. Tara's circumstances are different than what she represented because she has, contrary to her representations, failed to finalize her degree or seek gainful employment to allow the offset contemplated by the terms of the stipulated settlement. All these factors are changes of circumstances that mandate a modification of are terms that are no longer just nor equitable.

4. TARA SHOULD BE ESTOPPED FROM ENFORCING THE DECREE REGARDING ALIMONY, AND HER FAILURE TO COMPLY WITH THE TERMS OF THE DECREE REQUIRE THE MODIFICATION OF THE ALIMONY PROVISIONS

Even if the Court were to find that the alimony terms contained in the Decree of Divorce are enforceable, Tara has not complied with those terms. As quoted above, the terms of the Decree contemplate that Tara would complete her decree and that her income would act as an offset to Alex's obligation. Upon information and belief, she has failed to complete her degree, and has yet to be employed. Her bad faith failure to pursue her degree

or seek employment is a violation of the covenant of good faith and fair dealing applicable to the terms of the Decree.

A stipulated decree[1] is reviewed through the application of contract law. *Grisham v. Grisham,* 128 Nev. 679, 685, 289 P.3d 230, 234 (2012). It is well established within Nevada that every contract imposes upon the contracting parties the duty of good faith and fair dealing. Moreover, it is recognized that a wrongful act which is committed during the course of a contractual relationship may give rise to both tort and contractual remedies. *Hilton Hotels Corp. v. Butch Lewis Productions*, 109 Nev. 1043, 1046-47, 862 P.2d 1207, 1209 (1993)(citations omitted). Where the terms of a contract are literally complied with but one party to the contract deliberately countervenes the intention and spirit of the contract, that party can incur liability for breach of the implied covenant of good faith and fair dealing. *Hilton Hotels Corp. v. Butch Lewis Productions*, 107 Nev. 226, 232, 808 P.2d 919, 922-23 (1991), *citing, A.C. Shaw Construction v. Washoe County*, 105 Nev. 913, 784 P.2d 9 (1989).

Here, Tara should be estopped from enforcing the parties' stipulated decree based upon her breach of its terms. Her breach was made even though she was knowledgeable of its terms (her attorney prepared the Decree), and the intentional breach had the effect of undermining and disrupting the Decree's terms resulting in damage to Alex. The court

[1] Alex does not assert, admit or agree that the Decree properly states any stipulated terms for a Decree of Divorce, but instead only argues this position for the purpose of an analysis of the issues of estoppel and the Tara's breach of the implied covenant of good faith and fair dealing.

should find that Tara is estopped from enforcing the Decree as a result of her violation of the covenant of good faith and fair dealing.

Moreover, because Tara has failed to complete her decree or seek employment, the court should modify the Decree because the affect of her breach are difficult to quantify.

5. **CONCLUSION**

For the above-mentioned reasons, Alex requests that the court enter its orders as follows:

1. For an Order vacating and striking any obligation of Alex to Tara to pay spousal support or alimony under the Decree as lacking jurisdiction, entered without granting due process to Alex, void, unconscionable, and failing to meet the statutory requirements of such an order; and,

2. Reviewing the issue of alimony in the parties divorce *de novo* through evidentiary hearing on the issue of alimony.

DATED this 29 day of May, 2019.

RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
Attorney for Defendant

DECLARATION OF ALEX GHIBAUDO

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

I, ALEX GHIBAUDO, declare and say:

1. I am the Defendant in the above-entitled matter.

2. I make this Declaration based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.

3. I have personal knowledge of the facts contained herein, and I am competent to testify thereto. I have reviewed the foregoing Motion and can testify that the facts contained therein are true and correct to the best of my knowledge. I hereby reaffirm and restate said facts as if set forth fully herein.

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

ALEX GHIBAUDO

Date: 4/2/19

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff/Petitioner, vs. ALEX GHIBAUDO, Defendant/Respondent.	CASE NO.: D-15-522043-D DEPT. NO.: H **MOTION/OPPOSITION FEE INFORMATION SHEET**

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

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

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

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

■ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:
■ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.
-OR-
☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-
☐ **$57** The Motion/Opposition being filed with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

Step 3. Select the $0, $129 or $57 filing fee in the box below.

The total filing fee for the motion/opposition I am filing with this form is:

☐ **$0** ■ **$25** ☐ **$57** ☐ **$82** ☐ **$129** ☐ **$154**

Party filing Motion/Opposition: Alex Ghibaudo Date: 05-29-19

Signature of Party or Preparer: /s/ Deana DePry

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG GATTIBAUDO
Plaintiff/Petitioner

v.

ALEX GATTIBAUDO
Defendant/Respondent

Case No. D-15-522043

Dept. I

MOTION/OPPOSITION FEE INFORMATION SHEET

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

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

☐ **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

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

☑ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☑ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

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

The total filing fee for the motion/opposition I am filing with this form is:
☐**$0** ☐**$25** ☐**$57** ☐**$82** ☐**$129** ☐**$154**

Party filing Motion/Opposition: SIGAL CHATTAH Date 6/20/19

Signature of Party or Preparer _____

OPPS

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Tara Kellogg Ghibaudo

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT.: T **PLAINTIFF'S OPPOSITION TO MOTION FOR MODIFICATION OF SPOUSAL SUPPORT**

PLAINTIFF TARA KELLOGG GHIBAUDO'S OPPOSITION TO MOTION FOR MODIFICATION SPOUSAL SUPPORT

COMES NOW, Plaintiff TARA KELLOGG GHIBAUDO, by and through her attorney, SIGAL CHATTAH, ESQ. of CHATTAH LAW GROUP, and pursuant to the Nevada Revised Statutes and Eight Judicial District Court Rules cited hereinbelow, hereby respectfully opposes Defendant's MOTION FOR MODIFICATION OF SPOUSAL SUPPORT.

This Opposition is made and based upon the papers and pleadings on file herein, Points and Authorities cited below, the Affidavit of Plaintiff TARA KELLOGG GHIBAUDO, attached hereto and other supporting documentation set forth hereinbelow.

DATED this _20th__ day of June, 2019.

CHATTAH LAW GROUP

SIGAL CHATTAH ESQ.
Nevada Bar No.: 8264
CHATTAH LAW GROUP
5875 S. Rainbow Blvd #204
Las Vegas, Nevada 89118
Attorney for Plaintiff
Tara Kellogg Ghibaudo

I.

PROCEDURAL POSTURE

On February 1, 2017, a Notice of Decree of Divorce and Decree of Divorce was filed in the matter *sub judice*. As the record on file indicates, Defendant failed to file any post-decree Motions to set aside the contested Decree and presumably now, 26 months later seeks to modify and set it aside despite procedural hurdles in doing so. This Court is precluded from setting as the subject Decree as stated *infra.*

II.

STATEMENT OF FACTS

Defendant seeks to bypass procedural law in support of his Motion to Modify Spousal Support by offering the following factors in support thereof:

1. In or about June 2016, undersigned Counsel provided a Draft of Separate Maintenance which Defendant refused to sign;
2. On November 29, 2016, Defendant filed an Opposition and Countermotion to Tara's Motion to enter Decree of Divorce.
3. On January 10. 2017, the Honorable Judge Brown granted Tara's request for an entry of Decree of Divorce and denied Defendant's request to set aside the parties' settlement entered on May 18, 2016.
4. A Decree of Divorce was entered on February 1, 2017.

Even assuming *arguendo* that the Parties did not have a "meeting of the minds" as Defendant asserts, Defendant's failure to obtain the proper relief in a timely manner precludes this Court from entering any Post Decree Orders, **notwithstanding** a finding of change of circumstance as specified herein.

III.

LEGAL ARGUMENT

Defendant brings the Motion to Modify based on the following arguments:

1. Defendant seeks to void the February 1, 2017 decree

2. Defendant seeks a hearing on alimony pending an evidentiary hearing

3. Defendant seeks a modification based on an alleged breach of terms of alimony

As delineated *infra*, Defendant's Motion is both meritless and time barred and must be denied accordingly.

A. DEFENDANT IS PROCEDURALLY PRECLUDED FROM OBTAINING RELIEF OF THE DECREE OF DIVORCE AT THIS JUNCTURE BOTH UNDER NEV R. CIV. PRO RULES 59 AND 60

Nev. R. Civ. P. Rule 59. entitled *New Trials; Amendment of Judgments* provides in pertinent part the following:

> (a) In General.
> (1) Grounds for New Trial. The court may, on motion, grant a new trial on all or some of the issues — and to any party — for any of the following causes or grounds materially affecting the substantial rights of the moving party:
> (A) irregularity in the proceedings of the court, jury, master, or adverse party or in any order of the court or master, or any abuse of discretion by which either party was prevented from having a fair trial;
> (B) misconduct of the jury or prevailing party;
> (C) accident or surprise that ordinary prudence could not have guarded against;
> (D) newly discovered evidence material for the party making the motion that the party could not, with reasonable diligence, have discovered and produced at the trial;
> (E) manifest disregard by the jury of the instructions of the court;
> (F) excessive damages appearing to have been given under the influence of passion or prejudice; or
> (G) error in law occurring at the trial and objected to by the party making the motion.

(b) Time to File a Motion for a New Trial. A motion for a new trial must be filed no later than 28 days after service of written notice of entry of judgment.

(d) **New Trial on the Court's Initiative or for Reasons Not in the Motion. No later than 28 days after service of written notice of entry of judgment, the court, on its own, may issue an order to show cause why a new trial should not be granted for any reason that would justify granting one on a party's motion.** After giving the parties notice and the opportunity to be heard, the court may grant a party's timely motion for a new trial for a reason not stated in the motion. In either event, the court must specify the reasons in its order.

(e) Motion to Alter or Amend a Judgment. A motion to alter or amend a judgment must be filed no later than 28 days after service of written notice of entry of judgment.

(f) No Extensions of Time. The 28-day time periods specified in this rule cannot be extended under Rule 6(b).

A review of the record on file herein demonstrates that at no time did Defendant file any Motion for New Trial under NRCP 59. Furthermore, it is also clear from the record that at no time did the Court make any *sua sponte* findings to either alter or amend the Decree or modify the Decree.

The timing for any relief under NRCP 59 would have been no later than March 5, 2017. Since there had been no relief requested or granted, Defendants are time barred under NRCP 59 from seeking same.

NRCP Rule 60. Relief From a Judgment or Order

(a) **Corrections Based on Clerical Mistakes; Oversights and Omissions.** The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) **Grounds for Relief From a Final Judgment, Order, or Proceeding.** On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or

(6) any other reason that justifies relief.

(c) **Timing and Effect of the Motion.**

(1) **Timing.** A motion under Rule 60(b) must be made within a reasonable time — and for reasons (1), (2), **and (3) no more than 6 months after the date of the proceeding or the date of service of written notice of entry of the judgment or order, whichever date is later.** The time for filing the motion cannot be extended under Rule 6(b).

(2) **Effect on Finality.** The motion does not affect the judgment's finality or suspend its operation.

(d) **Other Powers to Grant Relief.** This rule does not limit a court's power to:

(1) entertain an independent action to relieve a party from a judgment, order, or proceeding;

(2) upon motion filed within 6 months after written notice of entry of a default judgment is served, set aside the default judgment against a defendant who was not personally served with a summons and complaint and who has not appeared in the action, admitted service, signed a waiver of service, or otherwise waived service; or

(3) set aside a judgment for fraud upon the court.

(e) **Bills and Writs Abolished.** The following are abolished: bills of review, bills in the nature of bills of review, and writs of coram nobis, coram vobis, and audita querela.

Under NRCP 60(b), a motion for relief from judgment for mistake, newly discovered evidence, or fraud must be filed not more than six months after entry of final judgment. Where, as here, a motion for relief or modification premised on mistake, newly discovered evidence, or fraud is filed more than six months after final judgment, **the motion is untimely and must be denied**. [*Emphasis added*] *Doan v. Wilkerson, 327 P.3d 498, 501 (2014) citing to Kramer, 96 Nev. at 761, 616 P.2d at 397.*

This Court entered the Notice of Entry of Decree on February 3, 2017 and same was filed on said day. The statute's language specifies that the motion shall be made within a reasonable time and not more than ***6 months after the proceeding was taken OR*** the date that written notice of entry of the judgment or order was served. *Id.*

Despite and regardless of Defendants concerns regarding whether there was a meeting of the minds, whether a legal separation or decree of divorce was contemplated, and the reliance or representations made between them, Defendant's failure to seek any relief from judgment under NRCP 59 within the proscribed period of six months as delineated in the statute, precludes him from bringing the subject Motion now.

B. DEFENDANT FURTHER FAILED TO PETITION FOR EXTRAORDINARY WRIT TO RECTIFY ANY ALLEGED ABUSE OF DISCRETION FROM ENGAGED IN BY THE HOBORABLE JUDGE BROWN

While Defendant, albeit an attorney representing himself, refused to sign off on the Orders and the Decrees in this matter; continuously failed to Petition the Supreme Court for Extraordinary Relief, despite a belief that the Honorable Judge Brown engaged in abuse of discretion in entering the Decree.

NRS 34.160 provides that "[t]he writ [of mandamus] may be issued by the Supreme Court … to compel the performance of an act which the law especially enjoins as a duty resulting from an office, trust or station …"

A writ of mandamus is available to compel the performance of an act which the law requires as a duty resulting from an office, trust or station, or to control a manifest abuse of discretion. *See Beazer Homes, Nev., Inc. v. Dist. Ct.,* 120 Nev. 575, 97 P.3d 1132, 1135 (2004); NRS 34.160.) An abuse of discretion occurs if the district court's decision is arbitrary and capricious or if it exceeds the bounds of law or reason. *Crawford v. State,* 121 P.3d 582, 585 (Nev. 2005) (citation omitted). "Abuse of discretion" is defined as the failure to exercise a sound, reasonable, and legal discretion. *State v. Draper*, 27 P.2d 39, 50 (Utah 1933) (citations omitted). "Abuse of discretion" is a strict legal term indicating that the appellate court is of the opinion that there was a commission of an error of law by the trial court. *Id.* It does not imply

intentional wrongdoing or bad faith, or misconduct, nor any reflection on the judge but refers to the clearly erroneous conclusion and judgment – one that is clearly against logic. *Id.*

A writ of prohibition may issue to arrest the proceedings of a district court exercising its judicial functions, when such proceedings are in excess of the jurisdiction of the district court. *See* NRS 34.320; *Smith v. Dist. Ct.*, 107 Nev. 674, 818 P.2d 849 (1991). "Jurisdictional rules go to the very power" of a court's ability to fact. *See Pengilly v. Rancho Santa Fe HOA,* 116 Nev. 646, 5 P.3d 569 (2000). A court must know the limits of its own jurisdiction and stay within those limits. *See Pengilly v. Rancho Santa Fe HOA,* 116 Nev. 646, 5 P.3d 569 (2000).

A writ of prohibition will lie to prevent a district court from exceeding its jurisdiction." (*SeeCunningham v. Dist. Ct.*, 102 Nev. 551, 560, 729 P.2d 1328, 1334 (1986).) Although an individual can appeal a final judgment, where there is no legal remedy, extraordinary relief is justified. (*See Zhang v. Dist. Ct.*, 103 P.3d 20 (Nev. 2004), abrogated on other grounds by, *Buzz Stew, LLC v. City of N. Las Vegas,* 181 P.3d. 670 (Nev. 2008).)

Defendant's failure to seek either Mandamus or Prohibition on Judge Brown's entry of Decree in 2017 precludes him from seeking redress on the issue presently.

C. DEFENDANT'S RECOURSE OF THE COURTS FAILURE TO HOLD AN EVIDENTIARY HEARING, DENIAL OF DUE PROCESS AND FAILURE TO RENDER FINDINGS IN 2017 WAS TO APPEAL THE ORDER.

A party has the right to appeal when the party is aggrieved by a final, appealable judgment or order. NRAP 3A(a), (b); *Valley Bank v. Ginsburg, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994).*

It is clear that Defendant currently feels that he had been wronged in the course and scope of the February, 2017, proceedings. Whether Defendant had viable claims of violation of due

process *vis a vis*, holding an evidentiary hearing and a failure to render findings, were all matters that should have been appealed within 30 days of entry of the Decree of Divorce. [1]

It is clear that Defendant believes that the Court acted in an abuse of discretion in denial of his rights. "A decision that lacks support in the form of substantial evidence is arbitrary or capricious and, therefore, an abuse of discretion." *Stratosphere Gaming Corp. v. Las Vegas, 120 Nev. 523, 528, 96 P.3d 756, 760 (2004)* (quotation omitted). "Substantial evidence has been defined as that which a reasonable mind might accept as adequate to support a conclusion." *McClanahan v. Raley's, Inc., 117 Nev. 921, 924, 34 P.3d 573, 576 (2001)* (quotations omitted).

Again, while Defendant, albeit questionably, may have had viable claims on appeal on abuse of discretion in February, 2017, the failure to raise them in a timely manner bars him from raising these matters in this forum, and at this time. Defendant's forum to have raised this alleged abuse of discretion was on appeal to the Appellate Court. Second, the timing to raise this alleged abuse of discretion was within 30 days of the Notice of Entry of Order.

These procedural mandates categorically preclude Defendant from now seeking to modify the Decree unless the Court finds that there is a significant change in circumstances.

---

[1] NRAP 4 **(a) Appeals in Civil Cases.**

(1) Time and Location for Filing a Notice of Appeal. In a civil case in which an appeal is permitted by law from a district court, the notice of appeal required by Rule 3 shall be filed with the district court clerk. Except as provided in Rule 4(a)(4), a notice of appeal must be filed after entry of a written judgment or order, and no later than 30 days after the date that written notice of entry of the judgment or order appealed from is served. If an applicable statute provides that a notice of appeal must be filed within a different time period, the notice of appeal required by these Rules must be filed within the time period established by the statute.

D. DEFENDANT FAILS TO SUBSTANTIATE SUPPORT FOR MODIFICATION OF THE DECREE

Defendant's Motion cites to NRS 125.150(8) in support of modification of alimony based on the change of circumstance. In support of Defendant's contentions, Defendant asserts the following:

1. The only logical explanation that Alex would provide her a significant percentage of his income was the sharing of income during a time of attempted reconciliation.
2. Tara, a college student, represented that she would complete her degree, after the mediation, and the parties incorporated that representation into the terms of the legal separation.
3. Some sort of bargained for exchange

The reality of Defendant's position is a far cry of what is presented in his Motion. While Defendant claims that certain matters were contemplated and were done in the spirit of a "reconciliation period", there is absolutely no mention of any type of college degree or anticipated graduation date in the Decree or in the Settlement Agreement, which Defendant purports to set aside for a failure to comply with.

Defendant further cites to *Grisham v Grisham, 128 Nev. 649, 289 P.3d 230 (2012)* and *Hilton Hotels Corp. v Butch Lewis Productions, 109 Nev. 1043, 862 P.2d 1207 (1993),* in support of enforcement of the Decree of Divorce and the terms therein. Again, it is significant to note that nowhere in any of the stipulations, does it make mention of any type of educational requirements, graduation requirements or job security in the Decree.

While Tara concedes that the Decree, as provided should be viewed as a Contract between the Parties, despite over ten pages by Defendant in his Motion *sub judice* to the

contrary; any attempt by Defendant to interject any outside contemplations that were not reduced to writing by the Parties is prohibited under the parole evidence rule.

Parol evidence is inadmissible "[w]hen parties reduce a contract to writing, all prior oral negotiations and agreements are merged in the writing, and the instrument must be treated as containing the whole contract, and parol [evidence] is not admissible to alter its terms." *Cage v. Phillips, 21 Nev. 150, 26 P. 60 (1891).* The parol evidence rule is based on the principle that a written contract is more reliable than oral testimony when determining the terms of an agreement. *Michael B. Metzger, The Parol Evidence Rule: Promissory Estoppel's Next Conquest?, 36 Vand. L. R. 1383, 1386-87 (1983).*

When a written contract is clear and unambiguous on its face, the terms of the agreement must be construed from the language within the contract. *Southern Trust Mortg. Co. v. K&.B Door Co.. Inc., 104 Nev. 564, 568, 763 P.2d 353 (1988).* Courts are not at liberty to insert or disregard words in a contract. *Royal Indem. Co. v. Special Serv. Supply Co., 82 Nev. 148, 150, 413 P.2d 500 (1966).* "Parol evidence is not admissible to vary or contradict the terms of a written agreement." *Lowden Inv. Co. v. General Elec. Credit Co., 103 Nev. 374, 379, 741 P.2d 806 (1987).* It may be used to defeat the object and effect of a written instrument only when the evidence is clear, strong, convincing, and attended with no uncertainty. *Jacobsen v. Best Brands, Inc., 960 Nev. 643, 615 P.2d 939 (1981).*

The most significant part of the Decree which Defendant now seeks to set aside on one hand, and yet enforce on the other provides as follows:

> 13. This stipulated Decree of Divorce is the full and final agreement between the parties. Accordingly, all prior negotiations and agreements between the parties are incorporated in this Decree of Divorce. The terms of this Decree of Divorce are intended by the parties as a **final, complete, and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or alleged contemporaneous oral agreement**. The terms of this Decree of

> Divorce may not be amended, modified, or altered except through written agreement signed by both parties or by an appropriate order of the Court.

[*Emphasis added*]
See Decree PG 13, lns. 3-10

Again, while Defendant seeks to avoid the Decree in the first ten pages of his Motion, Defendant for the remainder portion of same, seeks to enforce some imaginary agreement that is nowhere to be found in the terms of the Decree. Furthermore, by virtue of the terms of the Decree, the court is prohibited from consideration of any alleged extraneous conversations *ipso facto.*

E. DEFENDANT HAS PRESENTED NO EVIDENCE IN SUPPORT OF MODIFICATION OF THE DECREE OF DIVORCE

In Nevada, both the basis of an award of alimony and the grounds upon which an alimony order can be modified are found in NRS 125.150. The relevant provisions regarding modification are as follows:

(8) If a decree of divorce, or an agreement between the parties which was ratified, adopted or approved in a decree of divorce, provides for specified periodic payments of alimony, the decree or agreement is not subject to modification by the court as to accrued payments. Payments pursuant to a decree entered on or after July 1, 1975, **which have not accrued at the time a motion for modification is filed may be modified upon a showing of changed circumstances**, whether or not the court has expressly retained jurisdiction for the modification. In addition to any other factors the court considers relevant in determining whether to modify the order, the court shall consider whether the income of the spouse who is ordered to pay alimony, as indicated on the spouse's federal income tax return for the

preceding calendar year, has been reduced to such a level that the spouse is financially unable to pay the amount of alimony the spouse has been ordered to pay.

For the purposes of this section, a change of 20 percent or more in the gross monthly income of a spouse who is ordered to pay alimony shall be deemed to constitute changed circumstances requiring a review for modification of the payments of alimony. As used in this subsection, "gross monthly income" has the meaning ascribed to it in NRS 125B.070.

The basic concept underlying modification is that if there has been a change of financial circumstances, the court can modify any alimony award. In addition, a reduction in the income of the payor of alimony of 20% or more is sufficient evidence of changed circumstances to warrant a modification. If a Court determines that a change of circumstances has occurred, it then considers all of the factors relevant to an original alimony determination.

Here Defendant makes no representations that there is any reduction in his income from the date of the Decree warranting a reduction in Alimony. On the contrary, Defendant's contention is that the increase in his income as a result of the stability in his practice, should somehow preclude Tara from collecting any income therefrom. Therefore, Defendant's Motion for Modification is unwarranted and frivolous, lacks no merit and is a complete waste of judicial economy.

F. TARA IS ENTITLED TO ATTORNEYS FEES AND COSTS UNDER THE DECREE

While Defendant is seeking enforcement of the Decree in favor of Modification, Tara seeks enforcement of the Decree for the purposes of obtaining attorney's fees and costs in support of this Motion and Countermotion.

Paragraph 5 of the Decree states "[I]f either party is required to go to court to enforce the terms of this Decree, or if there is a dispute between the parties relating to the terms of this Decree, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.". *Id.*

IV.

CONCLUSION

For the reasons set forth above, Tara hereby respectfully requests this Court deny Defendant's Motion, and grant Tara's request for Attorney's fees at the time of the hearing.

Dated this 20th day of June, 2019.

CHATTAH LAW GROUP

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Las Vegas, Nevada 89118
Attorney for Plaintiff
Tara Kellogg Ghibaudo

COUNTERMOTION FOR AN ORDER TO SHOW CAUSE, ENFORCEMENT OF CURRENT ORDERS AND RELATED RELIEF

COMES NOW, Plaintiff, TARA GHIBAUDO KELLOGG, by and through her attorney of record, SIGAL CHATTAH, ESQ., of CHATTAH LAW GROUP, who hereby submits this MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DECREE AND SANCTIONS AGAINST DEFENDANT, ENFORCEMENT OF CURRENT ORDERS.

Dated this 20th day of June, 2019.

EDCR 5.501 Declaration

Plaintiff and Counsel have attempted to resolve this matter with Defendant and Defendant' Counsel. The Parties by and through their Counsel have reached an impasse and this Court's involvement is necessary to resolve the issues on the merit.

MEMORANDUM OF POINTS AND AUTHORITIES

PROCEDURAL POSTURE

On February 1, 2017, the Court entered into a Decree of Divorce based on stipulations and concessions reached through a settlement conference. The Decree had the following provisions as to custody, spousal support and child support:

Child Custody Provisions:

The parties "enjoy joint legal custody of their child Nicole born May 17, 2001". Neither parent was to "estrange the child from the other" or "disparage the other parent...in the presence of the child." "The parents shall consult and cooperate...relating to health care of the child". "Neither parent shall be permitted to use illicit drugs...obtained illegally [or] in the presence of the minor child".

b. Child Support Provisions:

1. "Based on Alex's representation that his gross monthly income is $6,666.00 his child support shall be set at the presumptive maximum amount of $819 per

month...paid directly to Tara...on the 1st day of every month, commencing on November 19, 2015". [The current maximum is $1138.00]

2. "*Alex shall continue* (italics added) to provide **medical insurance** for the minor child so long as it is reasonable in cost."

c. Miscellaneous Child Provisions

Communications "shall be done in a respectful manner."

d. Division of Community Assets and Debts

1. Alex's "share of the law practice shall remain community property...one-half interest [to Tara]".

2. All debts before the decree "shall be solely borne by Alex, including personal loans obtained by Tara, and all of her medical bills."

e. **Post-Divorce Family Support**

1. "In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the $819 in child support...As examples only, if Alex's gross monthly income is $10,000, he shall pay Tara with a family support payment of $5000.; in the event Alex's gross monthly income is $4000, he shall provide Tara with the minimum family support payment $2500, as that amount is greater than 50% of Alex's gross monthly income.

2. When Nicole reaches age 18 "Alex's family support obligation shall continue in the minimum amount of $2,500, or the greater amount of one-half of the difference between the party's incomes and shall not be reduced to account for the termination of child support.

3. "For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns *every year* (italics added).

4. This Court specifically reserves jurisdiction to address disputes with respect to gross monthly income.

e. Miscellaneous Provisions

1. The parties shall file separate tax returns for 2016 and each year thereafter.

2. The prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees.

3. This Court shall reserve jurisdiction as necessary to enforce all its orders.

f. Child Support Notices

1. Alex is subject to NRS 125.450 requiring provision of medical and other care and support for minor child. He is also subject to this Court's 30/30 rule.

2. Alex and his corporate employer is subject to order of Assignment under NRS 31A.020 et seq,

3. Alex is responsible for attorney fees, interest, and penalties for delinquent child support pursuant to NRS 125B.140.

A. ALEX HAS VIOLATED EVERY POST- DECREE COURT ORDER WITH MINIMAL RECOURSE OR REMEDY TAKEN AGAINST HIM

On **May 16, 2017** the Honorable Judge Brown entered an Order awarding Tara **$2,000.00** and reducing same to judgment.

On **October 6, 2017** this Court updated the arrears, interest, and penalties on all sums due prior to the decree (now reduced to judgment as of October 6, 2017) as follows:

1. Temporary Family Support Arrears (relating to payments from 12/1/15-4/30/16) totaling **$3,762.13** with interest and penalties;
2. Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from 12/1/15-1/10/17) totaling **$2,366.80** with interest and penalties.
3. Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015-1/10/17); totaling **$4,404.21** with interest.
4. Child Support Arrears (relating to payments from 5/1/16-9/30/17): the principal sum of **$4,653;** that sum is **$5,309.75** with interest and penalties.
5. Alimony/Spousal Support Arrears (relating to payments from 5/1/16-9/30/17): the principal sum of **$10,265.00**; that sum is **$10,854.27** with interest.
6. Medical Insurance Arrears (relating to insurance premiums for the minor child from 2/1/17-9/30/17); the principal sum of **$2,210.87**; that sum is **$2339.61** with interest and penalties.
7. Unreimbursed Medical Expense Arrears: totaling **$715.50.**
8. Alex to file a Detailed Financial Disclosure Form prior to October 16, 2017, and to supply Tara with his 2016 tax returns after October 16, 2017, as per the terms of the decree.

9. Alex shall provide his most recent Schedule C Profit or Loss from Business.

10. Attorney Fees deferred.

On **October 16, 2017** this Court issued the following Order

1. Alex to pay Tara **$3500.00** on or before November 12, 2017, with a status check scheduled for November 13th "with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages."
2. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara and her counsel with his personal and business tax returns for 2016 prior to November 13, 2017.
3. Alex shall provide his most recent Schedule C Profit or Loss from Business.
4. **Attorney Fees deferred.**

On **December 20, 2017** this Court held a hearing with the following findings:

1. Attorney Leavitt "may conduct a little DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS" with such records to remain CONFIDENTIAL.
2. Defendant to pay Plaintiff $2500.00 by 1/12/18.
3. As soon as Defendant FILES his 2016 TAX RETURN, he is to provide Attorney Levitt with a copy.
4. **Attorney Fees deferred**

Every time Tara has taken measures to simply enforce the Decree that has been previously enforced by this Court, Tara is simply given the runaround. Also, disturbingly, Tara's attorney's fees she is entitled to under the Decree, have been deferred to a point where Tara now bears the

burden of a $61,000.00 Judgment against her by her own Counsel because of the Court's refusal to award attorneys fees **mandated under the Decree.**

The stipulated terms includes the following:

> **The prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees.**

This Court has deferred the issue of attorney's fees at every hearing. Such deferment of attorney's fees, despite a specific clause in the Decree instructing the Court to award attorneys fees has accumulated to astronomical proportions and include:

$56,000.00 USD paid to Willick Law Group

$83,443.54 outstanding to Willick Law Group

$10,500.00 Dennis Leavitt

Accruing Fees to Chattah Law Group pending this matter.

The amount that Tara has been forced to pay for the enforcement of the Decree is $149,943.54. This amount is an amount that Tara is absolutely entitled to recover under the Decree of Divorce. The Court's failure to award such relief and continuously defer the issue of attorney's fees is both arbitrary and capricious. The words "**[T]he prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees**" do not provide for judicial discretion on the award of attorneys fees. The words "SHALL" can not be any clearer in a Decree of Divorce.

There is no substantiation in any record over the course of two years as to why the Court has refused to follow the terms of the Decree as it concerns an award of attorney's fees. Tara's victimization in this matter is two-fold, first by Defendant and his refusal to comply with the terms of the Decree, and second by this Court's refusal to grant her the relief she is entitled to under the

Decree. It is an ***absolute miscarriage of justice*** when a litigant enforcing her rights under the Decree, is burdened with a Judgment for protecting her rights and the rights of her child.

Defendant's failure to comply with his fundamental support obligations has resulted in constant complaints that managing his business is difficult and in fact that it is hard for him, despite, as the Court indicated, he is averaging $23,500.00 per month in gross receipts by his own admission. He has admitted to his personal incompetence when it comes to the management of his law office, and he admits that he has wasted a great deal of money on advertising and incompetent employees.

He has made the self-serving statement that this disarray that he claims in the keeping of financial records makes it impossible to know what one half his income is, a determination that is required to fulfill the requirements of the decree. Defendant's claimed business expenses fail to even plausibly explain his operations as a sole practitioner.

He effectively lied to the Court when he indicated a "hold" on his account when that "hold" was released that very day. He cannot pay, and yet he has a car payment of $538.00 per month, offers paid cell phones to all his employees to whom he pays over $7,000.00 per month, despite his belief that they are incompetent, and then he claims he does not support his girlfriend, but taunts counsel and his ex-spouse in emails and online that he has hired her as an office manager paying her $48,000.00 per year.

This Court commented that Alex's choices to hire employees and provide perks competes with his family obligations, and cannot stand in the way of his primary obligation to provide child and family support.

So, he has not paid his taxes, he maintains poor if any records, he hires incompetent staff, he drives an expensive vehicle, and all of those circumstances that he controls have been offered

up to this Court as defenses to civil contempt that has served to keep him out of jail up to this point. He has at other times promised to provide information and pay more money inside the courtroom in decorous prose and then leaves the Courtroom and indicates with repeated expletives his intent to do no such thing. His dealings with Plaintiff's counsel have been so unprofessional that they have generated multiple complaints to the State Bar and they assert conduct similar to the very complaints with the bar that resulted in 13 convictions and a five-year suspension. He even defied this Court's discovery Order when he refused to comply with Plaintiff's minimal discovery requests.

What is clear is that Alex has by his own admission wasted money in mismanaging his firm, pays all his personal and business expenses first and then, when it suits him in order to avoid jail, he reluctantly, and sporadically pays what this court has recognized is his primary obligation, albeit minimally.

Alex's recalcitrance has proved to be a profitable enterprise for him. This war of attrition is no doubt coolly preconceived to wear down the capacity of his ex-spouse to litigate her claims. It works to a point. Through the indulgence of her parents, whom themselves have limited resources, the Plaintiff has now spent over $100,000.00 in attorney fees, including the $63,000.00 in fees rendered to a judgment against her. Despite these fees, the Plaintiff has been obliged to spend, Alex's responsibilities to pay attorney fees have been repeatedly deferred.

II.

LEGAL ARGUMENT

A. TARA HAS PROVIDED SUFFICIENT EVIDENCE TO SATISFY THE STANDARD FOR A FINDING OF CONTEMPT BY THIS COURT

The contempt power involves a court's inherent power to protect dignity and decency in its proceedings, and to enforce its decrees. A district court generally has particular knowledge of

whether a person has committed contempt. *S. Fork Band of the Te-Moak Tribe v. State Eng'r (in Re Determination of Relative Rights of Claimants & Appropriators of Waters of the Humboldt River Stream Sys.), 118 Nev. 901, 906 (Nev. 2002).*

NRS 22.010 entitled *Acts or omissions constituting contempts*. Provides in pertinent part: [T]he following acts or omissions shall be deemed contempts:

3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.
7. **Abusing the process or proceedings of the court** or falsely pretending to act under the authority of an order or process of the court.
[*Emphasis added*]

Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeding against is guilty of the contempt charged; and if it be found that he is guilty of the contempt, a fine, may be imprisoned not exceeding 25 days, or both, but no imprisonment shall exceed 25 days except as provided in NRS 22.110.

NRS 22.110 sets forth in pertinent part:

1. ... when the contempt consists in the omission to perform an act which is in the power of the person to perform, he may be imprisoned until he performs it. The required act must be specified in the warrant of commitment.

In civil, the contempt must be proven by clear and convincing evidence; in criminal, the proof of contempt must be beyond a reasonable doubt. *Falstaff Brewing Corp. v. Miller Brewing Co., 702 F.2d 770 (1983).*

Civil contempt is characterized by the court's desire to **compel obedience to a court order,** or to compensate the contemnor's adversary for the injuries which result from the noncompliance. *Shillitani v. United States*, 384 U.S. 364, 369, 16 L. Ed. 2d 622, 86 S. Ct. 1531 (1966). Thus, there are two forms of civil contempt: compensatory and coercive. *United States v. Asay*, 614 F.2d 655, 659 (9th Cir. 1980). A contempt adjudication is plainly civil in nature when the sanction imposed is wholly remedial, serves only the purposes of the complainant, and is not

intended as a deterrent to offenses against the public. *McCrone v. United States, 307 U.S. 61, 64, 83 L. Ed. 1108, 59 S. Ct. 685 (1939).*

A court's power to impose coercive civil contempt depends upon the ability of the contemnor to comply with the court's coercive order. *See Shillitani v. United States*, 384 U.S. at 371 (citing *Maggio v. Zeitz*, 333 U.S. 56, 76, 92 L. Ed. 476, 68 S. Ct. 401 (1948).

While civil contempt may have an incidental effect of vindicating the court's authority and criminal contempt may permit an adversary to derive incidental benefit from the fact that the sanction tends to prevent a repetition of the disobedience, such incidental effects do not change the primary purpose of either type of contempt. Where, however, a judgment of contempt contains an admixture of criminal and civil elements, "the criminal aspect of the order fixes its character for purposes of procedure on review." *Falstaff Brewing Corp. v. Miller Brewing Co., 702 F.2d at 778 citing to Penfield Co. of California v. Securities & Exchange Commission, 330 U.S. 585, 591, 91 L. Ed. 1117, 67 S. Ct. 918 (1947).*

Prior to issuing a coercive civil contempt order, a court should weigh all the evidence properly before it determines whether or not there is actually a present ability to obey and whether failure to do so constitutes deliberate defiance or willful disobedience which a coercive sanction will break. *Falstaff at 781 fn8.*

In this matter, Alex has repeatedly refused to follow any Orders this Court has issued. Defendant's insolence over the past five years has been emboldened by the fact that this Court will simply not do anything to this litigant, aside from minimal admonishments. This Court has continuously allowed a litigant to violate Order after Order, burying Tara in judgments and fees by simply refusing to comply with the terms of the Decree.

B. THE DECREE REQUIRES THE PRODUCTION OF TAX RETURNS AND FINANCIAL DISCLOSURE IN ORDER TO DETERMINE DEFENDANT'S FINANCIAL OBLIGATIONS

The Decree clearly delineates the method to calculate the Defendant's obligation to pay "Post-Divorce Family Support" from his "gross monthly income." Fundamental to this determination is Alex's obligation to provide tax returns each year. As stated in Paragraph 6 on Page 9 of the Decree:

> "For purposes of determining Alex's gross monthly income,
> He shall provide Tara, at minimum, his personal and business tax
> Returns every year..."

Despite promises to do so and Orders of this Court in the context of civil contempt proceedings, Alex has not provided either tax returns or updated Financial Disclosure Forms. In a hearing on 11/17/17, Alex offered a spreadsheet that was incorporated into the record as Exhibit A. This *document* was in direct non-compliance with Ghibaudo's previous promises to the court and the Judge's express orders.

Nevertheless, Alex represented to the Court that it was an accurate accounting of his income and expenses. Otherwise, the numbers are not supported with any exhibits or other supporting documents. Furthermore, he went to the trouble of having an accountant vouch to the court almost 18 months ago that returns were being prepared, and yet they still have not been produced.

Nevertheless, the spreadsheet contradicts other testimony of Alex in these proceedings. For example, he indicates on the spreadsheet that his income in February 2017 was $22,100.31. Yet that contradicts Tara's recollection that when they were getting along, he showed her a bank statement wherein he made more than $40,000.00 that same month.

At one point in the March 9, 2018 hearing Alex responded to the Court's question about his earnings in the previous month, and he stated income was down, and he earned $15,900.00 that

month. Perhaps thinking better of the misrepresentation made in open Court, Alex later remembered that he actually earned an additional $15,000.00 in that previous month but that money was held in a different account, he explained, in what must be concluded was a feeble effort to correct his previous answer that was likely calculated to mislead the Court.

A close look at the spreadsheet Alex provided to the Court for 2017 is full of unexplained ledger items which beg for scrutiny. For example, there is a line item for "productivity"; there are "filing fees" which the Court already observed were not appropriate expenses; there are expenditures of $500.00 to $1000.00 for "meals and entertainment" and very substantial "Misc" payments including DMV/legal fees; a ledger item for home office; and substantial "Owner withdrawals. Family support, when paid is less than the minimum, except in those months where there are Court appearances.

The Court is respectfully requested to order Alex to comply with the decree and provide his Tax returns, business and personal, for tax years 2016 and 2017 and that he be required to file a Detailed Financial Disclosure Form. Plaintiff has an absolute right to this information, and Defendant should be required to disclose same.

C. THE PLAINTIFF IS ALLOWED TO CONDUCT DISCOVERY IN AID OF ENFORCEMENT OF THE DECREE AND JUDGMENTS THAT HAVE ISSUED IN PRIOR PROCEEDINGS

Nevada Rule of Civil Procedure 69 permits a judgment creditor to obtain post-judgment discovery. The scope of post-judgment discovery is broad; the judgment-creditor is permitted to make a broad inquiry to discover any hidden or concealed assets of a judgment-debtor. *See 1st Technology, LLC v. Rational Enterprises, LTDA, et al., 2007 U.S. Dist. LEXIS 98051, 2007 WL 5596692 *4 (D. Nev. Nov. 13, 2007)* (allowing post-judgment discovery to gain information relating to the existence or transfer of the judgment debtor's assets). Further, in aid obtaining

information about a judgment debtor's assets "[w]itnesses may be required to appear and testify before the judge or master conducting any proceeding under this chapter in the same manner as upon the trial of an issue." *See NRS 21.270; NRS 21.310.*

This Court is requested to issue an order requiring Alex to appear in his capacity as judgment debtor to answer under oath questions related to his income and assets in accord with NRS 21.270.

D. GIVEN ALEX'S ADMITTED INCOMPETENCE WHEN ADMINISTRING HIS LAW OFFICE, A RECEIVER SHOULD BE APPOINTED PURSUANT TO NRS 32.010. AND ALEX'S LAW OFF P.C. MUST BE JOINED TO THIS ACTION TO ADVANCE ENFORCEMENT.

NRS 32.101 provides in part that "A receiver may be appointed by the Court in which an action is pending, or by the Judge thereof: (3) After judgment, to carry the judgment into effect. (6) In all other cases where receivers have heretofore been appointed by the usages of the Courts of equity. NRCP 19 provides for the joinder of necessary parties when complete relief cannot be accorded among those already parties. This procedural tool is even more important here because Tara has an interest in the business as "community property".

In the context of post-judgment divorce proceedings, the case of *Gladys Baker Olsen Family Trust v. District Court*, 110 Nev. 548 (1994) is instructive. There the Court found that it is the responsibility of the party seeking relief against a third party to join them in the action-that all "persons materially interested in the subject matter of the suit be made parties so that there is a complete decree to bind them all. If the interest of absent parties may be affected or bound by the decree, they must be brought before the court or it will not proceed to decree."

Here, Alex has spoken of his own incompetence at the management of his law office, candidly admitting he has hired incompetent employees; wasted thousands of dollars on unneeded advertising; failed to file tax returns because his books are in "disarray"; and failed to properly

utilize his office accounting. He has also suggested he is need of a mentor to help in this regard, but despite his misrepresentations to the Court that he has such a person in line, he has not done that. It is also relevant that when suspended it was largely due to mismanagement or worse of client funds, and that when he was reinstated, it was expressly required that he be mentored by another member of the bar for two years. Alex has hidden behind the P.C. corporate form and run his life from the corporation, admitting as much. Alex and his corporate doppelganger must be before the Court for adequate and appropriate relief to result from this enforcement action.

E. ATTORNEY FEE ASSESSMENTS, INTEREST, AND PENALTIES THAT HAVE BEEN DEFERRED MUST NOW BE ASSESSED.

NRS 125B.140 provides in part that:

> (c) The court shall determine and include in its order:
>
> (1) Interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due; and
>
> (2) A reasonable attorney's fee for the proceeding, unless the court finds that the responsible parent would experience an undue hardship if required to pay such amounts. Interest continues to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

Here this Court has made multiple orders for minimum monthly payments that include child support and has *deferred* any assessment for fees, penalties, and interest resulting from those orders. The statute requires such assessments *unless the responsible parent would experience undue hardship*.

It is respectfully asserted that the only parent who has witnessed undue hardship is the Plaintiff and that although the Defendant is entitled to the privilege of making an undue hardship case, he cannot do so without the disclosure of his finances as required by the law and the Decree.

F. ALEX MUST BE REQUIRED TO MEET HIS OBLIGATION UNDER THE DECREE FOR PAYMENT OF THE MARITAL DEBT

The Decree indicates:

> "All debt incurred prior to the entry of the Decree of Divorce shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts".

Alex has failed to pay any portion of the Marital debt. The debt should be assessed, the prior judgment for marital debt updated and paid under the auspices of the Court's reasonable and lawful schedule when considered with other obligations, past and ongoing.

G. AN AWARD OF ATTORNEY FEES IS REQUIRED ON PAST PROCEEDINGS WHERE RULINGS WERE DEFERRED.

The Decree could not be clearer. "The prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees. *Sargeant v. Sargeant,* 88 Nev. 223 (1972) provides some guidance that the Court should consider. It clearly states that:

> "the wife must be afforded her day in court without destroying her financial position. This would imply that she should be able to meet her adversary in the courtroom on an equal basis. Here, without the court's assistance, the wife would have had to liquidate her savings and jeopardize the child's and her future subsistence still without gaining parity with her husband. Id. at 226-27

EDCR 7.60(b) provides for fees when a party, without just cause "multiplies the proceedings in a case as to increase costs unreasonably and vexatiously."

The decree of divorce reinforces this in Clause 5 under "Miscellaneous Conditions" wherein it is written that:

"If either party is required to go to court to enforce the terms of this decree, or if there is a dispute between the parties relating to the terms of this Decree, the prevailing party shall be entitled to an award of reasonable attorney fees and costs."

As stated supra, it is incumbent on this Court to follow the Decree and award Tara attorney's fees and costs in this matter. The whole amount of almost $150,000.00 USD Tara has been forced to spend to enforce this Decree is an absolutely unconscionable amount of money that Tara is entitled to a receive by virtue of the Decree. The Decree does not allow for judicial discretion in doing so, the words SHALL delineate that there is a compulsory action incumbent on the Court mandated. Accordingly, this Court shall award attorney's fees and costs that were previously deferred and reduce same judgment.

Tara also requests an Order granting the following relief:

1. A Receiver be appointed under NRS 32.101

2. All Arrearages be paid

3. The Parties engage in extensive discovery including a business valuation on Defendant's Law Practice.

4. An award of all deferred attorneys fees and costs in addition to present attorneys fees and costs in accordance with *Brunzell v Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31 (1969)*.

5. Any further relief this Court deems proper.

Dated this 11 day of June 2019

CHATTAH LAW GROUP

SIGAL CHATTAH ESQ.
Nevada Bar No.: 8264
CHATTAH LAW GROUP
5875 S. Rainbow Blvd #204
Las Vegas, Nevada 89118
Attorney for Plaintiff
Tara Kellogg Ghibaudo

VERIFICATION

STATE OFNEVADA)
) ss:
COUNTY OF CLARK)

I, TARA KELLOGG GHIBAUDO, under penalty of perjury, being first duly sworn, deposes and says

That I am the Plaintiff in the above-entitled action, that I have read the foregoing Opposition and Countermotion and know the contents thereof; that the same is true of my own knowledge, except those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

Dated this 20 day of June, 2019

TARA KELLOGG GHIBAUDO

SUBSCRIBED and SWORN to before me
On this 20 day of June, 2019

SIGAL CHATTAH
Notary Public, State of Nevada
Appointment No. 08-7040-1
My Appt. Expires Dec 4, 2019

NOTARY PUBLIC in and For Said
County and State

Electronically Filed
02/17/2017 10:00:42 AM

CLERK OF THE COURT

ORDR
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
3591 E. Bonanza Road, Suite 200
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Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: T

DATE OF HEARING: 1/10/2017
TIME OF HEARING: 9:00 A.M.

ORDER FROM THE JANUARY 10, 2017, HEARING

This matter came on for hearing at the above date and time before the Hon. Lisa Brown, District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having read the papers and pleadings on file herein, and entertained oral argument, hereby orders as follows:

THE COURT HEREBY ORDERS:

1. Tara's request for entry of a *Decree of Divorce* is granted; and she shall submit a proposed *Decree of Divorce* to the Court for its review and signature, consistent with the orders made today.

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DEPARTMENT T

2. Tara's request to utilize an accountant to review Alex's books and records relating to his law firm is denied at this time. Accordingly, any reference permitting such an inspection in Tara's proposed *Decree of Divorce* shall be deleted prior to resubmitting the same to the Court.

3. Tara's request for an *Order to Show Cause* against Alex is denied, however, the following arrears owed by Alex shall be reduced to judgment and made collectible by any and all lawful means:

a. Medical insurance arrears for the minor child totaling $2,136.27, with interest and penalties, as of January 10, 2017;

b. Family support arrears totaling $3,425.18, with interest and penalties, as of January 10, 2017; and

c. Medical insurance arrears for Tara totaling $4,225.15, with interest, as of January 10, 2017.

4. Alex's request for sanctions against Tara and/or her Counsel is denied.

5. Alex's request to set aside the parties' settlement entered into on May 18, 2016, is denied.

6. Tara's request for attorney's fees shall be taken under advisement.

7. Tara's Counsel shall prepare a *Memorandum of Attorney's Fees and Costs*, as well as a separate *Order for Attorney's Fees* for the Court's consideration.

8. Alex shall have 10 days to file an opposition to Tara's *Memorandum of Fees and Costs*.

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WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

9. The WILLICK LAW GROUP shall prepare the *Order* from today's hearing, and they shall provide the same to Alex for his review as to the form and content.

IT IS SO ORDERED this 13 day of February, 2017.

DISTRICT COURT JUDGE
LISA M. BROWN KW

Dated this 30th day of January, 2017.

Respectfully Submitted By:

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite #200
(702) 437-4100; Fax (702) 438-5311
Attorney for Plaintiff

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Dated this ___ day of _____, 2017.

Approved as to Form and Content By:

SIGNATURE REFUSED

ALEX GHIBAUDO, ESQ.
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Defendant in proper person

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Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: H

DATE OF HEARING: 10/6/17
TIME OF HEARING: 9:00 A.M.

ORDER FROM THE OCTOBER 6, 2017, HEARING

This matter came on for an *Order to Show Cause* hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Plaintiff, Tara Kellogg-Ghibaudo, was present and represented by her attorneys, Marshal S. Willick Esq., and Trevor M. Creel, Esq., of the WILLICK LAW GROUP; and Defendant, Alex Ghibaudo, Esq., was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file, considered the offers of proof submitted by the parties, and after hearing limited argument, hereby finds and orders as follows:

THE COURT HEREBY FINDS:

1. The parties were married on December 30, 2001; they have one minor child together, Nicole Ghibaudo, who is currently 16 years old.

2. Tara filed a *Complaint for Divorce* on October 1, 2015.

3. Tara subsequently filed a *Motion* for temporary orders on October 20, 2015.

4. Tara's *Motion* for temporary orders was heard by the Hon. Lisa M. Brown on November 19, 2015, at which time Judge Brown issued several orders (the "temporary financial orders").

5. Judge Brown ordered Alex to pay $2,200 per month in family support during the pendency of the case, and that Alex would be responsible for maintaining and paying for Nicole and Tara's health insurance during the pendency of the case.

6. A *Decree of Divorce* was entered on February 1, 2017, relating back to a settlement reached in May, 2016, terminating some of the temporary financial orders and replacing them with obligations under the *Decree* (the "*Decree* orders").

7. Pursuant to the terms of the *Decree of Divorce*, Alex was required to provide Tara with child support in the amount of $819 commencing on May 1, 2016.

8. The *Decree of Divorce* also provided that Alex was to provide and pay for the minor child's medical insurance and that the parties would equally share in the minor child's unreimbursed medical expenses pursuant to the 30/30 Rule.

9. Finally, the *Decree of Divorce* indicated that, starting on May 1, 2016, Alex was to pay Tara post-divorce family support each month in the minimum amount of $2,500, or 50% of Alex's gross monthly income, whichever amount is greater, for a period of 15 years. That amount included the $819 in child support detailed elsewhere in the *Decree of Divorce*.[1]

10. While this action was still in Department T, Judge Brown entered orders, detailed in both the *Order From the January 10, 2017, Hearing*, and the *Decree of*

[1] This necessarily meant that Alex was required to pay the minimum sum of $1,681 in post-divorce alimony/spousal support, in addition to $819 in child support; sums payable for spousal support over $1,681 depended on Alex's gross monthly income.

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Divorce, finding that Alex failed to abide by the temporary orders, which resulted in judgments being issued against him.

11. The following amounts relating to the temporary financial orders were reduced to judgment and made collectible by any and all lawful means, with legal interest accruing on the judgments as of January 10, 2017:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016)**: totaling $3,425.18 with interest and penalties;[2]

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1, 2015, through January 10, 2017)**: totaling $2,136.27 with interest and penalties; and

c. **Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017)**: totaling $4,225.15 with interest.

12. This case was administratively reassigned from Department T to Department H on July 7, 2017.

13. Tara filed an *Updated Cover Sheet for Schedules of Arrears* on September 15, 2017, wherein she detailed all of the payments Alex had made towards his minimum family support obligation of $2,500 per month, and for Nicole's insurance premiums under the *Decree* through September 12, 2017.

14. At this point and prospectively, to ensure that penalties and interest are applied properly to the amounts owed, the Court will require a breakdown of Alex's child support arrears and alimony/spousal support arrears, which Mr. Creel shall provide to Alex. Penalties and interest should apply to Alex's child support arrears and medical insurance arrears, and only interest should apply to Alex's alimony/spousal support arrears or other non-child support sums.

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[2] Interest and penalties were applied to this arrearage by Department T as there was no specification in the *Order* from the November 19, 2015, hearing as to what portion was child support and what portion was spousal support.

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15. Alex's child support arrears from May 1, 2016, through September 12, 2017, provide that he owes the principal sum of $4,633; that sum is $5,260.25 with interest and penalties as of September 12, 2017.

16. Alex's alimony/spousal support arrears from May 1, 2016, through September 12, 2017, provide that he owes the minimum principal sum of $10,265; that sum is $10,812.09 with interest as of September 12, 2017.

17. Alex's medical insurance arrears relating to his obligation to provide medical insurance for the minor child from February 1, 2017, through September 12, 2017, indicate that he owes the principal sum of $2,210.87; that sum is $2,315.99 with interest and penalties as of September 12, 2017.

18. Alex also owes the principal sum of $715.50 in unreimbursed medical expense arrears.

THE COURT HEREBY ORDERS:

1. Tara's request to reduce to judgment Alex's support, medical insurance, and unreimbursed medical expense arrears under the *Decree* orders is granted.

2. To prevent future confusion, all outstanding sums are recapitulated in this *Order* and brought current to the date of the hearing of this matter on October 6, 2017:

Under the temporary financial orders:

a. **Temporary Family Support Arrears (relating to payments from December 1, 2015, through April 30, 2016):** the principal sum of $2,870; that sum is $3,762.13 with interest and penalties.[3]

b. **Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from December 1,**

[3] *See* Exhibit 1, MLAW Arrearage Calculation Summary detailing Alex's temporary family support arrears.

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2015, through January 10, 2017): the principal sum of $1,963.50; that sum is $2,366.80 with interest and penalties.[4]

c. **Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015, through January 10, 2017):** the principal sum of $4,097.10; that sum is $4,404.21 with interest.[5]

Under the *Decree* orders:

a. **Child Support Arrears (relating to payments from May 1, 2016, through September 30, 2017):** the principal sum of $4,633; that sum is $5,309.75 with interest and penalties.[6]

b. **Alimony/Spousal Support Arrears (relating to payments from May 1, 2016, through September 30, 2017):** the principal sum of $10,265; that sum is $10,854.27 with interest.[7]

c. **Medical Insurance Arrears (relating to insurance premiums for the minor child from February 1, 2017, through September 30, 2017):** the principal sum of $2,210.87; that sum is $2,339.61 with interest and penalties.[8]

d. **Unreimbursed Medical Expense Arrears:** totaling $715.50.

All of these sums are hereby reduced to judgment as of October 6, 2017, and made collectible by any and all lawful means.

3. Based on the statements made by Alex in Open Court as to what he can pay in the next week, he shall pay to Tara, through the WILLICK LAW GROUP, the sum of $3,500 on or before the close of business on October 13, 2017.

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[4] *See* Exhibit 2, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for the minor child.

[5] *See* Exhibit 3, MLAW Arrearage Calculation Summary detailing Alex's temporary medical insurance arrears relating to insurance premiums for Tara.

[6] *See* Exhibit 4, MLAW Arrearage Calculation Summary detailing Alex's current child support arrears.

[7] *See* Exhibit 5, MLAW Arrearage Calculation Summary detailing Alex's current alimony/spousal support arrears.

[8] *See* Exhibit 6, MLAW Arrearage Calculation Summary detailing Alex's current medical insurance arrears relating to insurance premiums for the minor child.

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4. A Status Check regarding Alex's payment of $3,500 is set for October 16, 2017, at 11:00 a.m.

5. If Alex has paid the sum of $3,500 on or before the close of business on October 13, 2017, the Court shall waive his personal appearance at the October 16, 2017, Status Check and he may appear telephonically.

6. At the time of the Status Check, the Court will confirm when the next payment will be made by Alex to Tara with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages.

7. To determine the reasonableness of any payment plan, Alex shall file a *Detailed Financial Disclosure Form* prior to October 16, 2017. It is understood that the last day for Alex to file his 2016 taxes is October 16, 2017, and per the terms of the *Decree*, his 2016 income information is to be supplied to Tara's counsel.

8. In accordance with filing a *Detailed Financial Disclosure Form*, Alex shall provide his most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120 US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return and a year-to-date Income Statement (P&L), as well as all documents supporting the numbers contained within his Schedules/Income Statements.

9. The issue of attorney's fees shall be deferred, with the understanding that Mr. Creel may prepare and submit a *Memorandum of Fees and Costs*.

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10. Mr. Creel shall prepare the *Order* from today's hearing and provide it to Alex for his review as to form and content.

IT IS SO ORDERED this 7 day of December, 2017.

DISTRICT COURT JUDGE
T ART RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
Attorneys for Plaintiff

\\willserver\company\wp16\KELLOGG,TUDRAPTS\002202769.WPD

Approved as to Form and Content By:
ALEX B. GHIBAUDO, PC
SIGNATURE REFUSED

ALEX B. GHIBAUDO, ESQ.
Nevada Bar No. 10592
CHRISTOPHER A. AARON, ESQ.
Nevada Bar No. 9489
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Steven D. Grierson
CLERK OF THE COURT

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Former Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG,
Plaintiff,
vs.
ALEX GHIBAUDO,
Defendant.

CASE NO: D-15-522043-D
DEPT. NO: H

DATE OF HEARING: 2/26/2018
TIME OF HEARING: 10:00 A.M.

ORDER FROM THE FEBRUARY 26, 2018, HEARING

This matter came on for hearing at the above date and time before the Hon. T. Arthur Ritchie, Jr., District Court Judge, Family Division. Movant, WILLICK LAW GROUP, was present and represented by Trevor M. Creel, Esq.; Plaintiff, Tara Kellogg, was not present; and Defendant, Alex Ghibaudo, was present and represented himself in proper person.

The Court, having reviewed the papers and pleadings on file herein, and entertained oral argument of counsel, makes the following findings and orders:

THE COURT HEREBY FINDS:

1. WILLICK LAW GROUP's *Motion* to adjudicate its attorney's lien was properly served, with no opposition timely filed by Plaintiff or Defendant.

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2. WILLICK LAW GROUP has complied with the requirements of NRS 18.015(3) by serving Plaintiff and Defendant with written notice of the *Lien* by certified mail, return receipt requested (see *Certificate of Service* filed on January 25, 2018).

3. NRS 18.015(6) provides, "[T]he court SHALL, after 5 days' notice to all interested parties, adjudicate the rights of the attorney, client or other parties and enforce the lien."

4. The fees charged by the WILLICK LAW GROUP are reasonable under the standards set forth by the Nevada Supreme Court in *Brunzell*[1] and *Wilfong*[2] and were necessarily incurred. As to the *Brunzell* factors:

a. *The Qualities of the Advocate*: the principal of the firm and supervising counsel, Marshal S. Willick, Esq., is A/V rated, a peer-reviewed and certified (and re-certified) Fellow of the American Academy of Matrimonial Lawyers, and a Certified Specialist in Family Law, with substantial ability, training, education, experience, professional standing and skill. Trevor M. Creel, Esq., the associate attorney assigned to Plaintiff's case, works exclusively in the field of family law, and has done so for over seven years.

b. *The Character of the Work to Be Done*: the work requested by the client was of such difficulty, intricacy, and importance, and required such time and skill of counsel and his staff as to merit the fees charged for those tasks.

c. *The Work Actually Performed by the Lawyer*: counsel's skill, time, and attention given to the work denoted proper investigation into the relevant facts, proper review of the applicable law, and appropriate application of one to the other.

d. *The Result*: the result in the action through this date was appropriate given the factual circumstances and applicable law, and the client derived the benefits reasonably available under the circumstances.

THE COURT HEREBY ORDERS:

1. WILLICK LAW GROUP's *Motion to Adjudicate Attorney's Rights, to Enforce Attorney's Lien, and for an Award of Attorney's Fees*, filed January 24, 2018, is granted in the amount of the *Lien for Attorney's Fees*, filed on January 24, 2018.

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[1] *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

[2] *Miller v. Wilfong*, 121 Nev. 119, P.3d 727 (2005).

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Accordingly, the sum of $61,758.97, plus interest, as of January 23, 2018, is hereby reduced to judgment against Tara Kellogg and made collectible by any and all lawful means.

2. WILLICK LAW GROUP's request for additional fees and costs incurred in adjudicating its *Lien* is denied.

3. Mr. Creel shall prepare the *Order* from today's hearing and directly submit the same for the Court's signature.

IT IS SO ORDERED this 12 day of March, 2018.

DISTRICT COURT JUDGE
T ART RITCHIE, JR.

Respectfully Submitted By:
WILLICK LAW GROUP

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ORD
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Attorney for Plaintiff,
TARA KELLOGG-GHIBAUDO

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT. NO.: H

ORDER

THIS MATTER HAVING COME ON before the above-entitled Court for a hearing; and Plaintiff, Tara Kellogg-Ghibaudo appearing in person and with her attorney, Dennis M. Leavitt, Esq. of Leavitt Law Firm; and Defendant, Alex Ghibaudo, Esq. appearing in person and representing himself; and the Court stated the agreement was Defendant was required to pay Plaintiff the minimum of $2,500 per month. Further, there has to be clear and convincing evidence for there to be direct civil contempt and this Court has jurisdiction to enforce. The Court stated for purposes of contempt, Defendant was to pay no less than $2,500 per month. Court stated the Defendant's admission that payment was not made is what prompted this Evidentiary Hearing being set. Attorney Ghibaudo stated the Orders are crystal clear and he is not contesting that he has not paid what was ordered. Court stated this is a indirect civil contempt hearing and this is the last resort. Attorney Ghibaudo

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Case Number: D-15-522043-D

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admitted he has not paid for January through March 2018. The parties were sworn and testified from their tables; good cause appearing therefore;

COURT FINDS, there is a clear Order of Defendant's obligation to pay and there is a finding of contempt.

THEREFORE, IT IS HEREBY ORDERED that Defendant shall be SENTENCED to TWO (2) DAYS in the Clark County Detention Center, which SENTENCE shall be STAYED upon Defendant's PAYMENT of $7,500.00 (three months of $2,500.00 each) by March 30, 2018. If Defendant pays the $7,500.00, he can bring a request to PURGE the CONTEMPT. To PURGE the CONTEMPT, Defendant shall pay the Plaintiff DIRECTLY.

IT IS FURTHER ORDERED that if Defendant is required to serve the SENTENCE of 2 DAYS for CONTEMPT, the SENTENCE shall take place on the WEEKEND, Defendant shall APPEAR at the Clark County Detention Center, and Defendant shall be REMANDED on a Friday and RELEASED on a Sunday. All REMAINING ISSUES shall be DEFERRED.

DATED this 27 day of March 2018.

DISTRICT COURT JUDGE

T. ART RITCHIE, JR.

Respectfully Submitted By:

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Willick Law Group
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June 10, 2019

Ms. Tara Kellogg-Ghibaudo
2050 W. Warm Springs
Henderson, NV 89014
cwb
email: tarakellogg1@gmail.com

File Number: 16-058.DIV
Invoice # 88482

RE: Kellogg-Ghibaudo v. Ghibaudo, Alex
D-15-522043-D
CWB

Statement of Account for Services Rendered Through June 10, 2019

Previous Balance Due	$ 82,902.54
Interest Charge	
Interest Charge on past due balance of $64,530.64 Percentage Rate: 18.00 percent Days in Billing Cycle: 17	$ 541.00
TOTAL NEW CHARGES	$ 541.00
PAYMENTS AND CREDITS	
Total Payments and Credits	$ 0.00

SUMMARY OF ACCOUNT

Balance Forward	$ 82,902.54
Total New Charges	541.00
Payments, credits, and/or retainer used	0.00
TOTAL AMOUNT DUE	$ 83,443.54

INTEREST WILL BE CHARGED ON PAST DUE AMOUNTS
AT THE RATE OF 18.00 PERCENT

Please note, the Willick Law Group has adjusted the billing rates of some members of the legal staff as follows: Richard Crane, Esq. $400 per hour; Ms. Mallory Yeargan $175 per hour; and Mr. Justin Johnson $150 per hour. These rates will be in effect as of June 26, 2019.

ORDR
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Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO.: D-15-522043-D
DEPT NO.: H

Date of Hearing: July 8, 2019
Time of Hearing: 10:00 a.m.

ORDER AFTER JULY 8, 2019 HEARING

This matter having come on for hearing on the 8th day of July, 2019 at the hour of 10:00 a.m. regarding Defendant's Motion to Modify Spousal Support, and Plaintiff's Opposition thereto, Plaintiff, TARA KELLOGG- GHIBAUDO, being present and represented by Sigal Chattah, Esq., Defendant, ALEX GHIBAUDO, being present and represented by Radford Smith, Esq., the honorable T. Arthur Richie presiding the Court finds and orders as follows:

. . .

THE COURT FINDS that Mr. Smith represents that his office was not served with Plaintiff's Opposition and Countermotion, filed on June 20, 2019, however it was obtained by his staff on Wednesday, July 3, 2019. He further states that because of the ensuing holiday on July 4, 2019 and prior commitments on July 5, 2019 he did not have the opportunity to file a Reply. Defendant shall have 10 days to file a Reply and Opposition to the Countermotion or address the reply through a pre-evidentiary hearing memorandum. The Court will defer ruling on Plaintiff's countermotion until after the evidentiary hearing scheduled under this Order.

THE COURT FURTHER FINDS, without prejudice, that Defendant's Motion to Vacate the Decree of Divorce is untimely. The Court, however, finds adequate cause for an evidentiary hearing on the issue of Defendant's request to modify alimony. Pursuant to NRCP 16.2, the parties are free to perform discovery regarding the pending motions prior to the evidentiary hearings

THE COURT FURTHER FINDS that the Decree provided that a portion of Defendant's support obligation was attributed to child support. However, the minor child beneficiary of such support has emancipated and graduated high school, therefore Defendant's child support obligation has expired. *See* July 8, 2019 Video Transcript at 10:19:08.

. . .

. . .

IT IS HEREBY ORDERED that discovery is open for a period of ninety (90) days.

IT IS FURTHER ORDERED that a case management conference will be held on Tuesday October 15, 2019 at 10:00 a.m. to determine the progress of discovery, and to determine whether the parties are prepared to proceed to evidentiary hearing.

IT IS FURTHER ORDERED that the court shall defer on all other issues raised by Defendant's Motions and Countermotions until the time of the evidentiary hearing.

IT IS SO ORDERED.

Dated this 17 day of October, 2019.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully submitted by:
RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
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Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT NO.: H **FAMILY DIVISION**

NOTICE OF ENTRY OF ORDER AFTER JULY 8, 2019 HEARING

PLEASE take Notice that the Order After July 8, 2019 Hearing was entered by the above-entitled Court on the 21st day of October, 2019 a copy of which is attached hereto.

DATED this 22 day of October, 2019.

RADFORD J. SMITH, CHARTERED

GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of RADFORD J. SMITH, CHARTERED ("the Firm"). I am over the age of 18 and not a party to the within action. I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as Notice of Entry of Order After July 8, 2019 Hearing on this 22nd day of October 2019, to all interested parties as follows:

☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court", by mandatory electronic service through the Eighth Judicial District Court's electronic filing system:

SIGAL CHATTAH, ESQ.
CHATTAH LAW GROUP
5875 S. Rainbow Blvd #204
Las Vegas, Nevada 89118
Attorney for Plaintiff

An Employee of Radford J. Smith, Chartered

ORDR

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Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT NO.: H Date of Hearing: July 8, 2019 Time of Hearing: 10:00 a.m.

ORDER AFTER JULY 8, 2019 HEARING

This matter having come on for hearing on the 8th day of July, 2019 at the hour of 10:00 a.m. regarding Defendant's Motion to Modify Spousal Support, and Plaintiff's Opposition thereto, Plaintiff, TARA KELLOGG- GHIBAUDO, being present and represented by Sigal Chattah, Esq., Defendant, ALEX GHIBAUDO, being present and represented by Radford Smith, Esq., the honorable T. Arthur Richie presiding the Court finds and orders as follows:

. . .

THE COURT FINDS that Mr. Smith represents that his office was not served with Plaintiff's Opposition and Countermotion, filed on June 20, 2019, however it was obtained by his staff on Wednesday, July 3, 2019. He further states that because of the ensuing holiday on July 4, 2019 and prior commitments on July 5, 2019 he did not have the opportunity to file a Reply. Defendant shall have 10 days to file a Reply and Opposition to the Countermotion or address the reply through a pre-evidentiary hearing memorandum. The Court will defer ruling on Plaintiff's countermotion until after the evidentiary hearing scheduled under this Order.

THE COURT FURTHER FINDS, without prejudice, that Defendant's Motion to Vacate the Decree of Divorce is untimely. The Court, however, finds adequate cause for an evidentiary hearing on the issue of Defendant's request to modify alimony. Pursuant to NRCP 16.2, the parties are free to perform discovery regarding the pending motions prior to the evidentiary hearings

THE COURT FURTHER FINDS that the Decree provided that a portion of Defendant's support obligation was attributed to child support. However, the minor child beneficiary of such support has emancipated and graduated high school, therefore Defendant's child support obligation has expired. *See* July 8, 2019 Video Transcript at 10:19:08.

. . .

. . .

IT IS HEREBY ORDERED that discovery is open for a period of ninety (90) days.

IT IS FURTHER ORDERED that a case management conference will be held on Tuesday October 15, 2019 at 10:00 a.m. to determine the progress of discovery, and to determine whether the parties are prepared to proceed to evidentiary hearing.

IT IS FURTHER ORDERED that the court shall defer on all other issues raised by Defendant's Motions and Countermotions until the time of the evidentiary hearing.

IT IS SO ORDERED.

Dated this 17 day of October, 2019.

DISTRICT COURT JUDGE

T ART RITCHIE, JR.

Respectfully submitted by:
RADFORD J. SMITH, CHARTERED

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DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO, Defendant.	CASE NO.: D-15-522043-D DEPT.: H **PLAINTIFF'S RE-NOTICE OF COUNTERMOTION FOR AN ORDER TO SHOW CAUSE, ENFORCEMENT OF CURRENT ORDERS AND RELATED RELIEF** **DEMAND FOR ORAL ARGUMENTS**

RE-NOTICE OF COUNTERMOTION FOR AN ORDER TO SHOW CAUSE, ENFORCEMENT OF CURRENT ORDERS AND RELATED RELIEF

COMES NOW, Plaintiff, TARA GHIBAUDO KELLOGG, by and through her attorney of record, SIGAL CHATTAH, ESQ., of CHATTAH LAW GROUP, who hereby submits this MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DECREE AND SANCTIONS AGAINST DEFENDANT, ENFORCEMENT OF CURRENT ORDERS.

Dated this 22nd day of October, 2019.

EDCR 5.501 Declaration

Plaintiff and Counsel have attempted to resolve this matter with Defendant and Defendant' Counsel. The Parties by and through their Counsel have reached an impasse and this Court's involvement is necessary to resolve the issues on the merit.

RE-NOTICE OF MOTION

TO: ALEX GHIBAUDO the above mentioned Defendant;

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring the forgoing **MOTION FOR TEMPORARY ORDERS,** filed in the above-captioned matter on for hearing in the above-entitled Court on the ___ day of October, 2019, at the hour of _____o'clock , in Department H, or as soon thereafter as counsel may be heard. You are required to attend if you wish to attend if you wish to oppose said Motions.

DATED this -22nd day of October, 2019.

CHATTAH LAW GROUP

/s/ SIGAL CHATTAH
SIGAL CHATTAH ESQ.
Nevada Bar No.: 8264
CHATTAH LAW GROUP
5875 S. Rainbow Blvd #204
Las Vegas, Nevada 89118
Attorney for Plaintiff
Tara Kellogg Ghibaudo

MEMORANDUM OF POINTS AND AUTHORITIES

PROCEDURAL POSTURE

On February 1, 2017, the Court entered into a Decree of Divorce based on stipulations and concessions reached through a settlement conference. The Decree had the following provisions as to custody, spousal support and child support:

Child Custody Provisions:

The parties "enjoy joint legal custody of their child Nicole born May 17, 2001".
Neither parent was to "estrange the child from the other" or "disparage the other parent…in the presence of the child." "The parents shall consult and cooperate...relating to health care of the child". "Neither parent shall be permitted to use illicit drugs…obtained illegally [or] in the presence of the minor child".

b. Child Support Provisions:
   1. "Based on Alex's representation that his gross monthly income is $6,666.00 his child support shall be set at the presumptive maximum amount of $819 per month…paid directly to Tara…on the 1st day of every month, commencing on November 19, 2015". [The current maximum is $1138.00]
   2. "*Alex shall continue* (italics added) to provide **medical insurance** for the minor child so long as it is reasonable in cost."

c. Miscellaneous Child Provisions
Communications "shall be done in a respectful manner."

d. Division of Community Assets and Debts

1. Alex's "share of the law practice shall remain community property…one-half interest [to Tara]".
2. All debts before the decree "shall be solely borne by Alex, including personal loans obtained by Tara, and all of her medical bills."

e. **Post-Divorce Family Support**

1. "In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of $2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the $819 in child support…As examples only, if Alex's gross monthly income is $10,000, he shall pay Tara with a family support payment of $5000.; in the event Alex's gross monthly income is $4000, he shall provide Tara with the minimum family support payment $2500, as that amount is greater than 50% of Alex's gross monthly income.
2. When Nicole reaches age 18 "Alex's family support obligation shall continue in the minimum amount of $2,500, or the greater amount of one-half of the difference

between the party's incomes and shall not be reduced to account for the termination of child support.

3. "For purposes of determining Alex's gross monthly income, he shall provide Tara, at minimum, his personal and business tax returns *every year* (italics added).

4. This Court specifically reserves jurisdiction to address disputes with respect to gross monthly income.

e. Miscellaneous Provisions

1. The parties shall file separate tax returns for 2016 and each year thereafter.

2. The prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees.

3. This Court shall reserve jurisdiction as necessary to enforce all its orders.

f. Child Support Notices

1. Alex is subject to NRS 125.450 requiring provision of medical and other care and support for minor child. He is also subject to this Court's 30/30 rule.

2. Alex and his corporate employer is subject to order of Assignment under NRS 31A.020 et seq,

3. Alex is responsible for attorney fees, interest, and penalties for delinquent child support pursuant to NRS 125B.140.

A. ALEX HAS VIOLATED EVERY POST- DECREE COURT ORDER WITH MINIMAL RECOURSE OR REMEDY TAKEN AGAINST HIM

On **May 16, 2017** the Honorable Judge Brown entered an Order awarding Tara **$2,000.00** and reducing same to judgment.

On **October 6, 2017** this Court updated the arrears, interest, and penalties on all sums due prior to the decree (now reduced to judgment as of October 6, 2017) as follows:

1. Temporary Family Support Arrears (relating to payments from 12/1/15-4/30/16) totaling **$3,762.13** with interest and penalties;
2. Temporary Medical Insurance Arrears (relating to insurance premiums for the minor child from 12/1/15-1/10/17) totaling **$2,366.80** with interest and penalties.
3. Temporary Medical Insurance Arrears (relating to insurance premiums for Tara from December 1, 2015-1/10/17); totaling **$4,404.21** with interest.

4. Child Support Arrears (relating to payments from 5/1/16-9/30/17): the principal sum of **$4,653;** that sum is **$5,309.75** with interest and penalties.
5. Alimony/Spousal Support Arrears (relating to payments from 5/1/16-9/30/17): the principal sum of **$10,265.00**; that sum is **$10,854.27** with interest.
6. Medical Insurance Arrears (relating to insurance premiums for the minor child from 2/1/17-9/30/17); the principal sum of **$2,210.87**; that sum is **$2339.61** with interest and penalties.
7. Unreimbursed Medical Expense Arrears: totaling **$715.50.**
8. Alex to file a Detailed Financial Disclosure Form prior to October 16, 2017, and to supply Tara with his 2016 tax returns after October 16, 2017, as per the terms of the decree.
9. Alex shall provide his most recent Schedule C Profit or Loss from Business.
10. **Attorney Fees deferred.**

On **October 16, 2017** this Court issued the following Order

1. Alex to pay Tara **$3500.00** on or before November 12, 2017, with a status check scheduled for November 13th "with the goal of establishing a reasonable payment plan both prospectively and to satisfy outstanding arrearages."
2. Alex shall file a *Detailed Financial Disclosure Form* and shall provide Tara and her counsel with his personal and business tax returns for 2016 prior to November 13, 2017.
3. Alex shall provide his most recent Schedule C Profit or Loss from Business.

4. Attorney Fees deferred.

On **December 20, 2017** this Court held a hearing with the following findings:

1. Attorney Leavitt "may conduct a little DISCOVERY into the Defendant's TAX RETURNS and BANK ACCOUNTS" with such records to remain CONFIDENTIAL.
2. Defendant to pay Plaintiff $2500.00 by 1/12/18.
3. As soon as Defendant FILES his 2016 TAX RETURN, he is to provide Attorney Levitt with a copy.

4. Attorney Fees deferred

Every time Tara has taken measures to simply enforce the Decree that has been previously enforced by this Court, Tara is simply given the runaround. Also, disturbingly, Tara's attorney's fees she is entitled to under the Decree, have been deferred to a point where Tara now bears the burden of a $61,000.00 Judgment against her by her own Counsel because of the Court's refusal to award attorneys fees **mandated under the Decree.**

The stipulated terms includes the following:

The prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees.

This Court has deferred the issue of attorney's fees at every hearing. Such deferment of attorney's fees, despite a specific clause in the Decree instructing the Court to award attorneys fees has accumulated to astronomical proportions and include:

$56,000.00 USD paid to Willick Law Group

$83,443.54 outstanding to Willick Law Group

$10,500.00 Dennis Leavitt

Accruing Fees to Chattah Law Group pending this matter.

The amount that Tara has been forced to pay for the enforcement of the Decree is $149,943.54. This amount is an amount that Tara is absolutely entitled to recover under the Decree of Divorce. The Court's failure to award such relief and continuously defer the issue of attorney's fees is both arbitrary and capricious. The words "[**T]he prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees**" do not provide for judicial discretion on the award of attorneys fees. The words "SHALL" can not be any clearer in a Decree of Divorce.

There is no substantiation in any record over the course of two years as to why the Court has refused to follow the terms of the Decree as it concerns an award of attorney's fees. Tara's victimization in this matter is two-fold, first by Defendant and his refusal to comply with the terms of the Decree, and second by this Court's refusal to grant her the relief she is entitled to under the Decree. It is an ***absolute miscarriage of justice*** when a litigant enforcing her rights under the Decree, is burdened with a Judgment for protecting her rights and the rights of her child.

Defendant's failure to comply with his fundamental support obligations has resulted in constant complaints that managing his business is difficult and in fact that it is hard for him, despite, as the Court indicated, he is averaging $23,500.00 per month in gross receipts by his own admission. He has admitted to his personal incompetence when it comes to the management of his law office, and he admits that he has wasted a great deal of money on advertising and incompetent employees.

He has made the self-serving statement that this disarray that he claims in the keeping of financial records makes it impossible to know what one half his income is, a determination that is required to fulfill the requirements of the decree. Defendant's claimed business expenses fail to even plausibly explain his operations as a sole practitioner.

He effectively lied to the Court when he indicated a "hold" on his account when that "hold" was released that very day. He cannot pay, and yet he has a car payment of $538.00 per month, offers paid cell phones to all his employees to whom he pays over $7,000.00 per month, despite his belief that they are incompetent, and then he claims he does not support his girlfriend, but taunts counsel and his ex-spouse in emails and online that he has hired her as an office manager paying her $48,000.00 per year.

This Court commented that Alex's choices to hire employees and provide perks competes with his family obligations, and cannot stand in the way of his primary obligation to provide child and family support.

So, he has not paid his taxes, he maintains poor if any records, he hires incompetent staff, he drives an expensive vehicle, and all of those circumstances that he controls have been offered up to this Court as defenses to civil contempt that has served to keep him out of jail up to this point. He has at other times promised to provide information and pay more money inside the courtroom in decorous prose and then leaves the Courtroom and indicates with repeated expletives his intent to do no such thing. His dealings with Plaintiff's counsel have been so unprofessional that they have generated multiple complaints to the State Bar and they assert conduct similar to the very complaints with the bar that resulted in 13 convictions and a five-year suspension. He even defied this Court's discovery Order when he refused to comply with Plaintiff's minimal discovery requests.

What is clear is that Alex has by his own admission wasted money in mismanaging his firm, pays all his personal and business expenses first and then, when it suits him in order to avoid jail, he reluctantly, and sporadically pays what this court has recognized is his primary obligation, albeit minimally.

Alex's recalcitrance has proved to be a profitable enterprise for him. This war of attrition is no doubt coolly preconceived to wear down the capacity of his ex-spouse to litigate her claims. It works to a point. Through the indulgence of her parents, whom themselves have limited resources, the Plaintiff has now spent over $100,000.00 in attorney fees, including the $63,000.00 in fees rendered to a judgment against her. Despite these fees, the Plaintiff has been obliged to spend, Alex's responsibilities to pay attorney fees have been repeatedly deferred.

II.

LEGAL ARGUMENT

A. TARA HAS PROVIDED SUFFICIENT EVIDENCE TO SATISFY THE STANDARD FOR A FINDING OF CONTEMPT BY THIS COURT

The contempt power involves a court's inherent power to protect dignity and decency in its proceedings, and to enforce its decrees. A district court generally has particular knowledge of whether a person has committed contempt. *S. Fork Band of the Te-Moak Tribe v. State Eng'r (in Re Determination of Relative Rights of Claimants & Appropriators of Waters of the Humboldt River Stream Sys.), 118 Nev. 901, 906 (Nev. 2002).*

NRS 22.010 entitled *Acts or omissions constituting contempts*. Provides in pertinent part: [T]he following acts or omissions shall be deemed contempts:

3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.
7. **Abusing the process or proceedings of the court** or falsely pretending to act under the authority of an order or process of the court.
[*Emphasis added*]

Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeding against is guilty of the contempt charged; and if it be found that he is guilty of the contempt, a fine, may be imprisoned not exceeding 25 days, or both, but no imprisonment shall exceed 25 days except as provided in NRS 22.110.

NRS 22.110 sets forth in pertinent part:

> 1. … when the contempt consists in the omission to perform an act which is in the power of the person to perform, he may be imprisoned until he performs it. The required act must be specified in the warrant of commitment.

In civil, the contempt must be proven by clear and convincing evidence; in criminal, the proof of contempt must be beyond a reasonable doubt. *Falstaff Brewing Corp. v. Miller Brewing Co., 702 F.2d 770 (1983).*

Civil contempt is characterized by the court's desire to **compel obedience to a court order,** or to compensate the contemnor's adversary for the injuries which result from the noncompliance. *Shillitani v. United States*, 384 U.S. 364, 369, 16 L. Ed. 2d 622, 86 S. Ct. 1531 (1966). Thus, there are two forms of civil contempt: compensatory and coercive. *United States v. Asay*, 614 F.2d 655, 659 (9th Cir. 1980). A contempt adjudication is plainly civil in nature when the sanction imposed is wholly remedial, serves only the purposes of the complainant, and is not intended as a deterrent to offenses against the public. *McCrone v. United States, 307 U.S. 61, 64, 83 L. Ed. 1108, 59 S. Ct. 685 (1939).*

A court's power to impose coercive civil contempt depends upon the ability of the contemnor to comply with the court's coercive order. *See Shillitani v. United States*, 384 U.S. at 371 (citing *Maggio v. Zeitz*, 333 U.S. 56, 76, 92 L. Ed. 476, 68 S. Ct. 401 (1948).

While civil contempt may have an incidental effect of vindicating the court's authority and criminal contempt may permit an adversary to derive incidental benefit from the fact that the sanction tends to prevent a repetition of the disobedience, such incidental effects do not change the primary purpose of either type of contempt. Where, however, a judgment of contempt contains an admixture of criminal and civil elements, "the criminal aspect of the order fixes its character for purposes of procedure on review." *Falstaff Brewing Corp. v. Miller Brewing*

Co., 702 F.2d at 778 citing to Penfield Co. of California v. Securities & Exchange Commission, 330 U.S. 585, 591, 91 L. Ed. 1117, 67 S. Ct. 918 (1947).

Prior to issuing a coercive civil contempt order, a court should weigh all the evidence properly before it determines whether or not there is actually a present ability to obey and whether failure to do so constitutes deliberate defiance or willful disobedience which a coercive sanction will break. *Falstaff at 781 fn8.*

In this matter, Alex has repeatedly refused to follow any Orders this Court has issued. Defendant's insolence over the past five years has been emboldened by the fact that this Court will simply not do anything to this litigant, aside from minimal admonishments. This Court has continuously allowed a litigant to violate Order after Order, burying Tara in judgments and fees by simply refusing to comply with the terms of the Decree.

B. THE DECREE REQUIRES THE PRODUCTION OF TAX RETURNS AND FINANCIAL DISCLOSURE IN ORDER TO DETERMINE DEFENDANT'S FINANCIAL OBLIGATIONS

The Decree clearly delineates the method to calculate the Defendant's obligation to pay "Post-Divorce Family Support" from his "gross monthly income." Fundamental to this determination is Alex's obligation to provide tax returns each year. As stated in Paragraph 6 on Page 9 of the Decree:

> "For purposes of determining Alex's gross monthly income,
> He shall provide Tara, at minimum, his personal and business tax
> Returns every year..."

Despite promises to do so and Orders of this Court in the context of civil contempt proceedings, Alex has not provided either tax returns or updated Financial Disclosure Forms. In a hearing on 11/17/17, Alex offered a spreadsheet that was incorporated into the record as Exhibit A. This *document* was in direct non-compliance with Ghibaudo's previous promises to the court and the Judge's express orders.

Nevertheless, Alex represented to the Court that it was an accurate accounting of his income and expenses. Otherwise, the numbers are not supported with any exhibits or other supporting documents. Furthermore, he went to the trouble of having an accountant vouch to the court almost 18 months ago that returns were being prepared, and yet they still have not been produced.

Nevertheless, the spreadsheet contradicts other testimony of Alex in these proceedings. For example, he indicates on the spreadsheet that his income in February 2017 was $22,100.31. Yet that contradicts Tara's recollection that when they were getting along, he showed her a bank statement wherein he made more than $40,000.00 that same month.

At one point in the March 9, 2018 hearing Alex responded to the Court's question about his earnings in the previous month, and he stated income was down, and he earned $15,900.00 that month. Perhaps thinking better of the misrepresentation made in open Court, Alex later remembered that he actually earned an additional $15,000.00 in that previous month but that money was held in a different account, he explained, in what must be concluded was a feeble effort to correct his previous answer that was likely calculated to mislead the Court.

A close look at the spreadsheet Alex provided to the Court for 2017 is full of unexplained ledger items which beg for scrutiny. For example, there is a line item for "productivity"; there are "filing fees" which the Court already observed were not appropriate expenses; there are expenditures of $500.00 to $1000.00 for "meals and entertainment" and very substantial "Misc" payments including DMV/legal fees; a ledger item for home office; and substantial "Owner withdrawals. Family support, when paid is less than the minimum, except in those months where there are Court appearances.

The Court is respectfully requested to order Alex to comply with the decree and provide his Tax returns, business and personal, for tax years 2016 and 2017 and that he be required to file a Detailed Financial Disclosure Form. Plaintiff has an absolute right to this information, and Defendant should be required to disclose same.

C. THE PLAINTIFF IS ALLOWED TO CONDUCT DISCOVERY IN AID OF ENFORCEMENT OF THE DECREE AND JUDGMENTS THAT HAVE ISSUED IN PRIOR PROCEEDINGS

Nevada Rule of Civil Procedure 69 permits a judgment creditor to obtain post-judgment discovery. The scope of post-judgment discovery is broad; the judgment-creditor is permitted to make a broad inquiry to discover any hidden or concealed assets of a judgment-debtor. *See 1st Technology, LLC v. Rational Enterprises, LTDA, et al., 2007 U.S. Dist. LEXIS 98051, 2007 WL 5596692 *4 (D. Nev. Nov. 13, 2007)* (allowing post-judgment discovery to gain information relating to the existence or transfer of the judgment debtor's assets). Further, in aid obtaining information about a judgment debtor's assets "[w]itnesses may be required to appear and testify before the judge or master conducting any proceeding under this chapter in the same manner as upon the trial of an issue." *See NRS 21.270; NRS 21.310.*

This Court is requested to issue an order requiring Alex to appear in his capacity as judgment debtor to answer under oath questions related to his income and assets in accord with NRS 21.270.

D. GIVEN ALEX'S ADMITTED INCOMPETENCE WHEN ADMINISTRING HIS LAW OFFICE, A RECEIVER SHOULD BE APPOINTED PURSUANT TO NRS 32.010. AND ALEX'S LAW OFF P.C. MUST BE JOINED TO THIS ACTION TO ADVANCE ENFORCEMENT.

NRS 32.101 provides in part that "A receiver may be appointed by the Court in which an action is pending, or by the Judge thereof: (3) After judgment, to carry the judgment into effect. (6) In all other cases where receivers have heretofore been appointed by the usages of the Courts

of equity. NRCP 19 provides for the joinder of necessary parties when complete relief cannot be accorded among those already parties. This procedural tool is even more important here because Tara has an interest in the business as "community property".

In the context of post-judgment divorce proceedings, the case of *Gladys Baker Olsen Family Trust v. District Court*, 110 Nev. 548 (1994) is instructive. There the Court found that it is the responsibility of the party seeking relief against a third party to join them in the action-that all "persons materially interested in the subject matter of the suit be made parties so that there is a complete decree to bind them all. If the interest of absent parties may be affected or bound by the decree, they must be brought before the court or it will not proceed to decree."

Here, Alex has spoken of his own incompetence at the management of his law office, candidly admitting he has hired incompetent employees; wasted thousands of dollars on unneeded advertising; failed to file tax returns because his books are in "disarray"; and failed to properly utilize his office accounting. He has also suggested he is need of a mentor to help in this regard, but despite his misrepresentations to the Court that he has such a person in line, he has not done that. It is also relevant that when suspended it was largely due to mismanagement or worse of client funds, and that when he was reinstated, it was expressly required that he be mentored by another member of the bar for two years. Alex has hidden behind the P.C. corporate form and run his life from the corporation, admitting as much. Alex and his corporate doppelganger must be before the Court for adequate and appropriate relief to result from this enforcement action.

E. ATTORNEY FEE ASSESSMENTS, INTEREST, AND PENALTIES THAT HAVE BEEN DEFERRED MUST NOW BE ASSESSED.

NRS 125B.140 provides in part that:

(c) The court shall determine and include in its order:

(1) Interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due; and

(2) A reasonable attorney's fee for the proceeding, unless the court finds that the responsible parent would experience an undue hardship if required to pay such amounts. Interest continues to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

Here this Court has made multiple orders for minimum monthly payments that include child support and has *deferred* any assessment for fees, penalties, and interest resulting from those orders. The statute requires such assessments *unless the responsible parent would experience undue hardship*.

It is respectfully asserted that the only parent who has witnessed undue hardship is the Plaintiff and that although the Defendant is entitled to the privilege of making an undue hardship case, he cannot do so without the disclosure of his finances as required by the law and the Decree.

F. ALEX MUST BE REQUIRED TO MEET HIS OBLIGATION UNDER THE DECREE FOR PAYMENT OF THE MARITAL DEBT

The Decree indicates:

> "All debt incurred prior to the entry of the Decree of Divorce shall be solely borne by Alex, including any personal loans obtained by Tara, and all of her medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify Tara against any and all actions by any creditors of such debts".

Alex has failed to pay any portion of the Marital debt. The debt should be assessed, the prior judgment for marital debt updated and paid under the auspices of the Court's reasonable and lawful schedule when considered with other obligations, past and ongoing.

G. AN AWARD OF ATTORNEY FEES IS REQUIRED ON PAST PROCEEDINGS WHERE RULINGS WERE DEFERRED.

The Decree could not be clearer. "The prevailing party in any dispute relating to the decree *shall be entitled* to an award of attorney fees. *Sargeant v. Sargeant,* 88 Nev. 223 (1972) provides some guidance that the Court should consider. It clearly states that:

> "the wife must be afforded her day in court without destroying her financial position. This would imply that she should be able to meet her adversary in the courtroom on an equal basis. Here, without the court's assistance, the wife would have had to liquidate her savings and jeopardize the child's and her future subsistence still without gaining parity with her husband. Id. at 226-27

EDCR 7.60(b) provides for fees when a party, without just cause "multiplies the proceedings in a case as to increase costs unreasonably and vexatiously."

The decree of divorce reinforces this in Clause 5 under "Miscellaneous Conditions" wherein it is written that:

"If either party is required to go to court to enforce the terms of this decree, or if there is a dispute between the parties relating to the terms of this Decree, the prevailing party shall be entitled to an award of reasonable attorney fees and costs."

As stated supra, it is incumbent on this Court to follow the Decree and award Tara attorney's fees and costs in this matter. The whole amount of almost $150,000.00 USD Tara has been forced to spend to enforce this Decree is an absolutely unconscionable amount of money that Tara is entitled to a receive by virtue of the Decree. The Decree does not allow for judicial discretion in doing so, the words SHALL delineate that there is a compulsory action incumbent on the Court mandated. Accordingly, this Court shall award attorney's fees and costs that were previously deferred and reduce same judgment.

Tara also requests an Order granting the following relief:

1. A Receiver be appointed under NRS 32.101

2. All Arrearages be paid

3. The Parties engage in extensive discovery including a business valuation on Defendant's Law Practice.

4. An award of all deferred attorneys fees and costs in addition to present attorneys fees and costs in accordance with *Brunzell v Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31 (1969)*.

5. Any further relief this Court deems proper.

Dated this _22nd___ day of October 2019

CHATTAH LAW GROUP

/S/ SIGAL CHATTAH
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Las Vegas, Nevada 89118
Attorney for Plaintiff
Tara Kellogg Ghibaudo

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Chattah Law Group and that service of the foregoing Re-Notice of Countermotion by the Courts electronic service system pursuant to Administrative Order 14-2 to all registered parties on this 22nd day of October, 2019.

_/s/ SIGAL CHATTAH_____
An Employee of Chattah Law Group

ELECTRONICALLY SERVED
11/10/2020 12:48 PM

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11/10/2020 12:47 PM
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO

Defendant.

CASE NO.: D-15-522043-D
DEPT NO.: H

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

Date of Hearing: September 17, 2020
Time of Hearing: 9:00 a.m.

This matter having come on for an evidentiary hearing on the date and time indicated above regarding Defendant's Motion to Modify Spousal Support filed May 30, 2019. Plaintiff TARA KELLOGG-GHIBAUDO ("Tara"), being present and represented by her attorney of record, R. Christopher Reade, Esq., of Cory Reade Dows Shafer; Defendant ALEX GHIBAUDO ("Alex"), being present and represented by his attorney of record, Radford J. Smith, Esq., of the law firm of Radford J. Smith, Chartered; the Honorable T. Arthur Ritchie presiding.

The Court having heard the sworn testimony presented at the time of the hearing of this matter, read the papers and pleadings on file and presented as Exhibits at the time of trial, having

heard argument of counsel, and being otherwise fully advised in the premises, makes the following Findings of Fact, Conclusions of Law, and Orders.

FINDINGS OF FACT

THE COURT FINDS that the parties were divorced by Decree of Divorce filed February 1, 2017.

THE COURT FURTHER FINDS that the Decree is a final, enforceable judgment in this case.

THE COURT FURTHER FINDS that Defendant Alex Ghibaudo (hereinafter "Alex") reopened this matter on May 30, 2019, through his motion to modify the spousal support provisions of the Decree.

THE COURT FURTHER FINDS that Plaintiff Tara Kellogg (hereinafter "Tara") seeks enforcement of the provisions of the Decree of Divorce and alleges that Alex is delinquent in his payments for family support due under the Decree.

THE COURT FURTHER FINDS that the Court retains jurisdiction to enforce the alimony provisions in the Decree and has jurisdiction to modify those provisions.

THE COURT FURTHER FINDS that there was an aggregate of judgments that were entered addressing Alex's support obligations to October 2017, and those judgments are not the subject matter of this hearing since they have already been adjudicated and reduced to judgment.

THE COURT FINDS that a settlement conference was conducted on May 18th, 2016 by former Judge Kathy Hardcastle.

THE COURT FURTHER FINDS that the settlement conference was conducted so that parties could obtain a legal separation, which explains the curious orders in that there was a general theme that the parties would share income because they were still married.

THE COURT FURTHER FINDS that both parties had a right, which they acknowledged, to get a divorced and turn the terms of legal separation into a divorce.

THE COURT FURTHER FINDS that the parties agreed that a Decree of Divorce could be entered and that the Decree of Divorce entered in this matter adopted the agreements that were part of the settlement agreement which was reduced to judgment in the Decree.

THE COURT FURTHER FINDS that the Decree of Divorce is final judgment and is the law of the case.

THE COURT FURTHER FINDS that the Decree is under the continuing jurisdiction of this Court.

THE COURT FURTHER FINDS that there was an agreement and a binding order for the parties to share the income. The actual obligation pursuant to the decree was not $2,500.00 but was to be the difference between the Tara's earning potential and the Alex's actual earnings divided by two.

THE COURT FURTHER FINDS that the Court finds that the Tara is not employed, that Tara obtained an Associates' Degree in 2017 and that Tara does not have income.

THE COURT FURTHER FINDS Tara did not present sufficient proof to support any kind of finding that she is disabled and unable to earn income.

THE COURT FURTHER FINDS that Tara testified that she hopes to get a job earning $30,000.00 to $40,000.00 per year but does not yet have her bachelor's degree at this time.

THE COURT FURTHER FINDS that Tara is willfully underemployed to maximize her spousal support claim, that the income should be imputed to her for the period of time between October 2017 to present. The Court can appropriately calculate the net support that is due during this time and that e amount based on the evidence that was presented is $2,000.00 a month.

THE COURT FURTHER FINDS that Alex is employed as an attorney who incorporated his law firm with the Nevada Secretary of State about six months after the settlement conference on December 19th, 2016.

THE COURT FURTHER FINDS that Alex filed tax returns that showed income for 2017, 2018 and 2019. The evidence admitted and the Court's findings are that Alex's gross income for the purpose of calculating support (1) for 2017 was $148,256.00, or $12,355.00 a month; (2) for 2018, is $180,285.00, or $15,024.00 a month; (3) for 2019 was $133,490.00, or $11,124.00 a month from January through May of that year.

THE COURT FURTHER FINDS that Alex's income, for purposes of calculating his support obligation is at least $140,000.00 per month, or at least $12,000.00 a month in gross income. Tara's expert's testimony supports that conclusion.

THE COURT FURTHER FINDS that from October 2017 to December 2017, Alex's income was $12,355.00 per month for those three months. Applying Tara's imputed income of $2,000.00, the net income to be divided pursuant to the Decree of Divorce is $10,355.00. This sum divided by two equals $5,177.00 per month due to Tara for the three (3) months in 2017 at issue, totaling $15,532.00.

THE COURT FURTHER FINDS that in 2018, Alex earned $15,024.00 per month on average. Imputing an income of $2,000.00 to Tara, the net income to be divided pursuant to the Decree of Divorce is $13,024.00. This sum divided by two equals $6,515.00 per month due to Tara, multiplied by 12 months, equals $78,144.00 due to Tara for that year.

THE COURT FURTHER FINDS that in 2019, the period to be considered is from January to April, when Alex's motion was filed. For that four (4) month period, Alex's gross monthly income was $11,124.00 per month on average, minus the $2,000.00 imputed to Tara. The

net income to be divided pursuant to the Decree of Divorce is $9,124.00. This sum divided by two equals $4,562.00 per month due to Tara, multiplied by the four months at issue totals $18,248.00.

THE COURT FURTHER FINDS that by adding those three years together, Alex should have paid family support pursuant to the Decree of Divorce in the amount of $111,924.00.

THE COURT FURTHER FINDS that the evidence supports a finding that between October 2017 to April 2019 that Alex paid to Tara approximately $42,000.00.

THE COURT FURTHER FINDS that the $42,000.00 actually paid will be credited against the $111,924.00 owed, for a total arrears amount of $69,924.00, which represents the family support owed pursuant to the decree between October 2017 and April 2019 and which sums shall be and hereby are reduced to Judgment.

THE COURT FURTHER FINDS that the family support provisions in the Decree of Divorce are modifiable.

THE COURT FURTHER FINDS that the Decree and NRS 125.150 allow the Court to terminate alimony based on operative events such as the death of either party or the remarriage of the Tara, neither of which occurred here, or modify or terminate alimony based upon a change in financial circumstances.

THE COURT FURTHER FINDS that the agreement concerning legal separation was incorporated in the decree of divorce without a trial on the issue of divorce. Certainly, spousal support is what somebody pays from their separate property to their former spouse. So, in evaluating whether to modify the spousal support award from May 2019 forward, the Court is going to consider the required factors relevant in determining the award of alimony and the amount of such award. The Court considers the financial conditions of each spouse. Other than the reported

income, the Tara states that she is supported by the charity of her family; and the Alex is an attorney who earns at least $140,000.00 a year.

Findings regarding Alimony Factors Codified in NRS 125.150

THE COURT FURTHER FINDS that the Court considers the nature and value of the assets of each spouse. Here, neither party has significant assets, aside from Alex, who has a law practice developed over the last four (4) years.

THE COURT FURTHER FINDS that the Court considers the contribution of each spouse to any property held by the spouses. Here, that is not a material factor.

THE COURT FURTHER FINDS that the Court considers the duration of the marriage, which was 13 years.

THE COURT FURTHER FINDS that the Court considers the earning capacity, age, and health of each spouse. Alex has an earning capacity of $140,000.00 per year; Tara's earning capacity is $24,000.00 per year.

THE COURT FURTHER FINDS that the Court considers the standard of living during the marriage and finds that during the marriage, both parties had financial and personal issues, and so this is not a compelling consideration in this case.

THE COURT FURTHER FINDS that the Court considers the career before the marriage of the spouse who would receive alimony. Here, Tara has been taking college courses for years and has received an Associate's Degree. She is currently seeking Bachelor's degree, and she has made efforts in that regard.

THE COURT FURTHER FINDS that the Court considers the award of property granted in the decree of divorce. There really was not much property granted in the Decree of Divorce to either party.

THE COURT FURTHER FINDS that the Court must consider the physical and mental condition of each party as it relates to financial condition, health, and ability to work. The Court finds that both parties have the ability to work and that the Court should consider the need to grant alimony for any kind of training or education, which has been addressed herein.

THE COURT FURTHER FINDS that in terms of those factors, now that the parties are divorced, and now that this matter has been raised with the Court, the Court has been asked to modify the amount. Tara asked the Court to order $6,500.00 a month in alimony without much context. If Alex makes $12,000 a month and he pays normal withholding, he probably nets about $9,000.00. In that case, $6,500.00 would be about 70 percent of his net income which is not equitable or appropriate. Considering the settlement conference and the imputed income, Tara's need is about $4,500.00. Tara lists other expenses, but Tara has done nothing to support herself as it relates to the last three years after divorce.

THE COURT FURTHER FINDS that the Court is going to conclude that based on weighing all these factors that the appropriate amount of support is $2,500.00 a month and that is an appropriate and equitable support amount that would reflect a spouse who makes $140,000 a year and a spouse who can make between $24,000 to $30,000.00 a year.

THE COURT FURTHER FINDS Alex has requests that the term of spousal support be terminated or modified.

THE COURT FURTHER FINDS that, as indicated above, the Court has reviewed, and played for the parties in open court, the relevant sections of the videotape transcript of the settlement conference held in front of Judge Hardcastle on May 18, 2016. The Court relied on that transcript to better understand the terms of the agreement of the parties that formed the basis of the terms of the Decree of Divorce regarding alimony.

THE COURT FURTHER FINDS that the video transcript of the May 18, 2016, settlement conference reveals that Alex proposed the 15-year term of alimony that was then incorporated into the Decree of Divorce.

THE COURT FURTHER FINDS that though the Court has discretion to reduce the term as Alex has requested, the Court finds that it is not just and equitable to terminate the alimony or reduce the term at this time. The Court does not find sufficient change in circumstances since May of 2019 to support Alex's modification of the agreed upon term of alimony because the Alex was the party that insisted upon the 15 year term when the agreement was read into the record at the settlement conference and only three years have passed since the entry of the Decree of Divorce.

THE COURT FURTHER FINDS that the Court is going to confirm that the term of Alex's obligation of alimony to Tara shall continue through April 1, 2031.

THE COURT FURTHER FINDS that from May 2019 through September 2020 Alex owes Tara another $47,500.00 at the rate of $2,500 per month, which shall be reduced to judgment in favor of the Tara against the Alex.

THE COURT FURTHER FINDS that judgments will accrue interest at the legal rate and may be collected by any lawful means.

THE COURT FURTHER FINDS that the law firm Alex operates was established after the settlement conference at issue and so that practice is Alex's sole and separate property, to which Tara has no claim or right.

. . . The court incorporates its findings and conclusions made on the record at the hearing on September 17, 2020, by reference. TAR

. . . .

CONCLUSIONS OF LAW

The court has continuing jurisdiction to modify unaccrued periodic alimony payments set forth in a Decree of Divorce upon a showing of change circumstances. NRS 125.150(8).

The court may consider, among other factors, a parties' earning capacity, not just income, when determining a fair and equitable award of alimony. NRS 125.150.

JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Tara's Motion for Enforcement of the Decree of Divorce and entry of Judgment is GRANTED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex's Motion to Modify Spousal Support is hereby GRANTED IN PART.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex owes Tara $69,924.00 in spousal support arrears for period of October 2017 through April 2019.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex owes Tara $47,500.00 for spousal support from May 2019 through September 2020.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that these sums so reduced to Judgment have accrued interest at the legal rate and may be collected by any lawful means.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex's spousal support obligation has been modified and that Alex is ordered to pay Tara $2,500.00 per month in spousal support. Payments are due on the first of each month starting on October 1, 2020.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order takes into consideration a look-back to October 2017 in terms of any child support arrears.

DATED AND DONE this ____ day of November, 2020.

Dated this 10th day of November, 2020

DISTRICT COURT JUDGE

66A 958 EDC0 129B
T. Arthur Ritchie
District Court Judge

Prepared by:

CORY READE DOWS AND SHAFER
/s/ R. Christopher Reade
By: _____
R. Christopher Reade, Esq.
Nevada Bar No.: 006791
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411
Attorneys for Plaintiff

RADFORD J. SMITH, CHARTERED
Approval Not Received
By: _____
Radford J. Smith, Esq.
Nevada Bar No.:002791
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89074
(702) 990-6448
Attorneys for Defendant

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Kellogg Ghibaudo, Plaintiff	CASE NO: D-15-522043-D
vs.	DEPT. NO. Department H
Alex Ghibaudo, Defendant.	

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 11/10/2020

"Trevor M. Creel, Esq." .	Trevor@willicklawgroup.com
Reception .	Email@willicklawgroup.com
Victoria Javiel .	victoria@willicklawgroup.com
Kimberly Stutzman	kstutzman@radfordsmith.com
Sigal Chattah	Chattahlaw@gmail.com
Courtney Janson	cJanson@radfordsmith.com
Laurie Alderman	lalderman@crdslaw.com
Alex Ghibaudo	alex@glawvegas.com
Leta Metz	assistant@crdslaw.com
R. Reade	creade@crdslaw.com
Andrew David	adavid@crdslaw.com

Michancy Cramer	michancy@glawvegas.com
Firm RJS	firm@radfordsmith.com
Radford Smith	rsmith@radfordsmith.com

AFFIDAVIT OF JUDGMENT OF R. CHRISTOPHER READE PURSUANT TO NRS 17.150

R. CHRISTOPHER READE, ESQ., counsel for Judgment Creditor CORY READE DOWS & SHAFER, hereby provides the following Affidavit in accordance with NRS 17.150. Affiant being first duly sworn, deposes and states that Affiant has personal knowledge of the facts set forth hereunder and is competent to testify to the same:

1. That in accordance with NRS 17.150, the Judgment in the underlying matter continues six (6) years after the date of the judgment or decree was docketed, and continued each time the judgment or decree is renewed. The Judgment was entered November 10th, 2020. Therefore the underlying Judgment in the underlying matter continues through November 10th, 2026 unless renewed.

2. That pursuant to NRS 17.150(4)(a), the Judgment Debtors is ALEX GHIBAUDO.

3. That in accordance with NRS 17.150(4)(a), the last known addresses of Judgment Debtor IS 7308 Lost Shadow Court, Las Vegas, Nevada 89131.

4. That in accordance with NRS 17.150(4)(b)(2), Judgment Debtors is known by his Social Security Number XXX-XX-6379.

5. That in accordance with NRS 17.150(4)(c), Affiant has confirmed through the Clark County Assessor that at the time that this Affidavit of Judgment Pursuant to NRS 17.150(4) is recorded that Judgment Debtor owns no property in Clark County, Nevada.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

R. CHRISTOPHER READE, ESQ.

Subscribed and Sworn to before
me this 25th day of November, 2020.

NOTARY PUBLIC in and for
Said County and State

JOANNE MILLER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-09-23
Certificate No: 06-104548-1

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding AFFIDAVIT OF JUDGMENT OF R. CHRISTOPHER READE PURSUANT TO NRS 17.150 filed in Case No.: D-15-522043-D

__x__ DOES contain the social security number of persons as required by:

_____ DOES NOT contain the social security number of persons as required by:

A. A specific state or federal law, to-wit:
NRS 17.150

11/25/20
(Date)

R. CHRISTOPHER READE, Esq.
Nevada Bar No. 009184
CORY READE DOWS & SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Facsimile: (702) 794-4421
E-Mail: creade@crdslaw.com
Attorneys for Judgment Creditors

NEOJ

R. CHRISTOPHER READE, ESQ.
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CORY READE DOWS AND SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Tel: (702) 794-4411
Fax: (702) 794-4421
creade@crdslaw.com
Attorneys for *TARA KELLOGG-GHIBAUDO*

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO Defendant.	CASE NO.: D-15-522043-D DEPT NO.: H

NOTICE OF ENTRY OF JUDGMENT

COMES NOW Plaintiff TARA KELLOGG-GHIBAUDO [hereinafter referred to as "TARA"], by and through her attorney, R. CHRISTOPHER READE, ESQ., of CORY READE DOWS & SHAFER, and hereby provides notice to all parties that the Court entered a Judgment on the 10th day of November, 2020 in the above-entitled matter.

DATED this 20th day of November, 2020.

CORY READE DOWS AND SHAFER

By: /s/ R. Christopher Reade
R. CHRISTOPHER READE, ESQ.
Nevada Bar No.: 006791
CORY READE DOWS AND SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Tel: (702) 794-4411
Fax: (702) 794-4421
creade@crdslaw.com
Attorneys for *TARA KELLOGG-GHIBAUDO*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am a representative of CORY READE DOWS & SHAFER and that on this 11th day of November, 2020, I caused the foregoing NOTICE OF ENTRY OF JUDGMENT to be to be served as follows:

■ **NEFCR System upon the following All Parties in accordance with NEFCR 9 and 13**

Radford Smith, Esq.
Counsel for Defendant

□ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

□ **By First-Class United States Mail, postage prepaid upon the following Parties, for whom no compliance with the Electronic Service requirements has been undertaken.**

□ **Personal Service upon the following parties or their Counsel:**

□ **By direct email upon the following Parties, for whom I did not receive, within a reasonable time indication that the transmission was unsuccessful.**

□ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

___/s/ *Andrew M. David*
A Representative of CORY READE DOWS & SHAFER

FFCL
R. CHRISTOPHER READE, ESQ.
Nevada Bar No.: 006791
CORY READE DOWS AND SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Tel: (702) 794-4411
Fax: (702) 794-4421
creade@crdslaw.com
Attorneys for Plaintiff Tara Kellogg

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

TARA KELLOGG-GHIBAUDO, Plaintiff, vs. ALEX GHIBAUDO Defendant.	CASE NO.: D-15-522043-D DEPT NO.: H

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

Date of Hearing: September 17, 2020
Time of Hearing: 9:00 a.m.

This matter having come on for an evidentiary hearing on the date and time indicated above regarding Defendant's Motion to Modify Spousal Support filed May 30, 2019. Plaintiff TARA KELLOGG-GHIBAUDO ("Tara"), being present and represented by her attorney of record, R. Christopher Reade, Esq., of Cory Reade Dows Shafer; Defendant ALEX GHIBAUDO ("Alex"), being present and represented by his attorney of record, Radford J. Smith, Esq., of the law firm of Radford J. Smith, Chartered; the Honorable T. Arthur Ritchie presiding.

The Court having heard the sworn testimony presented at the time of the hearing of this matter, read the papers and pleadings on file and presented as Exhibits at the time of trial, having

heard argument of counsel, and being otherwise fully advised in the premises, makes the following Findings of Fact, Conclusions of Law, and Orders.

FINDINGS OF FACT

THE COURT FINDS that the parties were divorced by Decree of Divorce filed February 1, 2017.

THE COURT FURTHER FINDS that the Decree is a final, enforceable judgment in this case.

THE COURT FURTHER FINDS that Defendant Alex Ghibaudo (hereinafter "Alex") reopened this matter on May 30, 2019, through his motion to modify the spousal support provisions of the Decree.

THE COURT FURTHER FINDS that Plaintiff Tara Kellogg (hereinafter "Tara") seeks enforcement of the provisions of the Decree of Divorce and alleges that Alex is delinquent in his payments for family support due under the Decree.

THE COURT FURTHER FINDS that the Court retains jurisdiction to enforce the alimony provisions in the Decree and has jurisdiction to modify those provisions.

THE COURT FURTHER FINDS that there was an aggregate of judgments that were entered addressing Alex's support obligations to October 2017, and those judgments are not the subject matter of this hearing since they have already been adjudicated and reduced to judgment.

THE COURT FINDS that a settlement conference was conducted on May 18th, 2016 by former Judge Kathy Hardcastle.

THE COURT FURTHER FINDS that the settlement conference was conducted so that parties could obtain a legal separation, which explains the curious orders in that there was a general theme that the parties would share income because they were still married.

THE COURT FURTHER FINDS that both parties had a right, which they acknowledged, to get a divorced and turn the terms of legal separation into a divorce.

THE COURT FURTHER FINDS that the parties agreed that a Decree of Divorce could be entered and that the Decree of Divorce entered in this matter adopted the agreements that were part of the settlement agreement which was reduced to judgment in the Decree.

THE COURT FURTHER FINDS that the Decree of Divorce is final judgment and is the law of the case.

THE COURT FURTHER FINDS that the Decree is under the continuing jurisdiction of this Court.

THE COURT FURTHER FINDS that there was an agreement and a binding order for the parties to share the income. The actual obligation pursuant to the decree was not $2,500.00 but was to be the difference between the Tara's earning potential and the Alex's actual earnings divided by two.

THE COURT FURTHER FINDS that the Court finds that the Tara is not employed, that Tara obtained an Associates' Degree in 2017 and that Tara does not have income.

THE COURT FURTHER FINDS Tara did not present sufficient proof to support any kind of finding that she is disabled and unable to earn income.

THE COURT FURTHER FINDS that Tara testified that she hopes to get a job earning $30,000.00 to $40,000.00 per year but does not yet have her bachelor's degree at this time.

THE COURT FURTHER FINDS that Tara is willfully underemployed to maximize her spousal support claim, that the income should be imputed to her for the period of time between October 2017 to present. The Court can appropriately calculate the net support that is due during this time and that e amount based on the evidence that was presented is $2,000.00 a month.

THE COURT FURTHER FINDS that Alex is employed as an attorney who incorporated his law firm with the Nevada Secretary of State about six months after the settlement conference on December 19th, 2016.

THE COURT FURTHER FINDS that Alex filed tax returns that showed income for 2017, 2018 and 2019. The evidence admitted and the Court's findings are that Alex's gross income for the purpose of calculating support (1) for 2017 was $148,256.00, or $12,355.00 a month; (2) for 2018, is $180,285.00, or $15,024.00 a month; (3) for 2019 was $133,490.00, or $11,124.00 a month from January through May of that year.

THE COURT FURTHER FINDS that Alex's income, for purposes of calculating his support obligation is at least $140,000.00 per month, or at least $12,000.00 a month in gross income. Tara's expert's testimony supports that conclusion.

THE COURT FURTHER FINDS that from October 2017 to December 2017, Alex's income was $12,355.00 per month for those three months. Applying Tara's imputed income of $2,000.00, the net income to be divided pursuant to the Decree of Divorce is $10,355.00. This sum divided by two equals $5,177.00 per month due to Tara for the three (3) months in 2017 at issue, totaling $15,532.00.

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THE COURT FURTHER FINDS that in 2019, the period to be considered is from January to April, when Alex's motion was filed. For that four (4) month period, Alex's gross monthly income was $11,124.00 per month on average, minus the $2,000.00 imputed to Tara. The

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income, the Tara states that she is supported by the charity of her family; and the Alex is an attorney who earns at least $140,000.00 a year.

Findings regarding Alimony Factors Codified in NRS 125.150

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THE COURT FURTHER FINDS that in terms of those factors, now that the parties are divorced, and now that this matter has been raised with the Court, the Court has been asked to modify the amount. Tara asked the Court to order $6,500.00 a month in alimony without much context. If Alex makes $12,000 a month and he pays normal withholding, he probably nets about $9,000.00. In that case, $6,500.00 would be about 70 percent of his net income which is not equitable or appropriate. Considering the settlement conference and the imputed income, Tara's need is about $4,500.00. Tara lists other expenses, but Tara has done nothing to support herself as it relates to the last three years after divorce.

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THE COURT FURTHER FINDS Alex has requests that the term of spousal support be terminated or modified.

THE COURT FURTHER FINDS that, as indicated above, the Court has reviewed, and played for the parties in open court, the relevant sections of the videotape transcript of the settlement conference held in front of Judge Hardcastle on May 18, 2016. The Court relied on that transcript to better understand the terms of the agreement of the parties that formed the basis of the terms of the Decree of Divorce regarding alimony.

THE COURT FURTHER FINDS that the video transcript of the May 18, 2016, settlement conference reveals that Alex proposed the 15-year term of alimony that was then incorporated into the Decree of Divorce.

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. . . The court incorporates its findings and conclusions made on the record at the hearing on September 17, 2020, by reference. TAR

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. . . .

CONCLUSIONS OF LAW

The court has continuing jurisdiction to modify unaccrued periodic alimony payments set forth in a Decree of Divorce upon a showing of change circumstances. NRS 125.150(8).

The court may consider, among other factors, a parties' earning capacity, not just income, when determining a fair and equitable award of alimony. NRS 125.150.

JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Tara's Motion for Enforcement of the Decree of Divorce and entry of Judgment is GRANTED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex's Motion to Modify Spousal Support is hereby GRANTED IN PART.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex owes Tara $69,924.00 in spousal support arrears for period of October 2017 through April 2019.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex owes Tara $47,500.00 for spousal support from May 2019 through September 2020.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that these sums so reduced to Judgment have accrued interest at the legal rate and may be collected by any lawful means.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex's spousal support obligation has been modified and that Alex is ordered to pay Tara $2,500.00 per month in spousal support. Payments are due on the first of each month starting on October 1, 2020.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order takes into consideration a look-back to October 2017 in terms of any child support arrears.

DATED AND DONE this ____ day of November, 2020.

Dated this 10th day of November, 2020

DISTRICT COURT JUDGE

66A 958 EDC0 129B
T. Arthur Ritchie
District Court Judge

Prepared by:

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Kellogg Ghibaudo, Plaintiff vs. Alex Ghibaudo, Defendant.	CASE NO: D-15-522043-D DEPT. NO. Department H

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 11/10/2020

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