

IN THE SUPREME COURT OF THE STATE OF NEVADA

NECHOLE GARCIA,

Appellant,

v.

EVGENY SHAPIRO,

Respondent.

Electronically Filed
Mar 14 2022 05:01 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 83992-COA

APPEAL FROM DECISION AND ORDER

Eighth Judicial District Court of the State of Nevada
In and for the County of Clark
THE HONORABLE MATTHEW HARTER
DISTRICT COURT JUDGE

APPELLANT'S APPENDIX – VOL. 1

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2	09/21/2021	Trial Subpoena - Video Testimony Only	JA000438 - JA000440
2	09/21/2021	Trial Subpoena - Video Testimony Only For Dr Mario Gaspar De Alba	JA000441 - JA000443
2	09/22/2021	Trial Subpoena - Video Testimony Only For Marine Lancz	JA000444 - JA000446

⁴ Submitted under seal subject to Court approval.

CERTIFICATE OF SERVICE

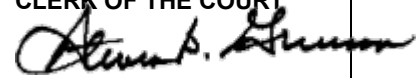
I, an employee of McFarling Law Group, hereby certify that on the 14th day of March, 2022, I served a true and correct copy of this Joint Appendix as follows:

☐ by United States mail in Las Vegas, Nevada, with First-Class postage prepaid and addressed as follows:

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

Jennifer Isso, Esq.
ji@issohugheslaw.com

/s/ Alex Aguilar
Alex Aguilar



COMC
ISSO & HUGHES LAW FIRM, LLC
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 St. Rose Parkway, #306f
Henderson, NV 89074
ji@issohugheslaw.com
(702) 434-4424
Attorney for Plaintiff

CASE NO: D-20-612006-C
Department: To be determined

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

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

CASE NO.:
DEPT. NO.:

COMPLAINT

COMES NOW Plaintiff, EVGENY SHAPIRO, by and through his attorney JENNIFER ISSO, ESQ. of the ISSO & HUGHES LAW FIRM, as and for a Complaint against Defendant, and alleges as follows:

1. That Plaintiff, for a period of time of more than six 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 of this action.
2. That Defendant is a resident of the State of Nevada.
3. That Plaintiff and Defendant have one child, the issue of this relationship, to wit: Ava Garcia-Shapiro, born 9/26/2018.
4. The habitual residence of the children has been the State of Nevada.

5. The Paternity of the minor child is not at issue.
6. Plaintiff is not currently pregnant.
7. That no Court has ever issued an order regarding the custody or visitation of the minor child.
8. Plaintiff is a fit and proper person to be awarded JOINT LEGAL CUSTODY of the minor child.
9. Plaintiff is a fit and proper person to be awarded JOINT PHYSICAL CUSTODY of the minor child.
10. That the parties separated in July 2020.
11. That Defendant is now unreasonably withholding the child from Plaintiff.
12. That pursuant to EDCR 5.07, Plaintiff and Defendant shall each successfully complete the Transparenting Class within 45 days of service of the initial complaint or petition upon Defendant, and that no action shall proceed to final hearing until a notice of completion of the class has been filed with the court, provided that noncompliance by a parent who does not enter an appearance shall not delay a final hearing.
13. That Plaintiff be awarded child support consistent with Nevada law.
14. That Defendant should maintain medical and dental insurance for the minor children, if available. Any unreimbursed medical, dental optical, orthodontic or other health related expenses incurred for the benefit of the minor children is to be divided equally between the parties. Either party incurring an out-of-pocket expense shall provide a copy of the invoice/receipt to the other party within thirty (30) days of incurring such expense. If the paid invoice/receipt is not tendered within the thirty (30) day period, the Court may consider it as a waiver of reimbursement by the incurring party. The other party will then have thirty (30) days within which to dispute the expenses or reimburse the incurring party for one-half of the out-of-pocket expenses. If not disputed or paid within the

thirty (30) day period, the party may be subject to a finding of contempt and appropriate sanctions.

15. It has become necessary for Plaintiff to engage the services of Isso & Hughes Law Firm to prosecute this action; and therefore, the Plaintiff is entitled to recover reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff prays for judgement as follows:

1. That the Court grant the relief requested in this Complaint;
2. That Plaintiff is awarded joint legal custody and joint physical custody;
3. That the Plaintiff is awarded child support;
4. That Plaintiff is awarded attorney's fees and costs;
5. For such other relief as the Court finds to be just and proper.

DATED this 7th day of August, 2020

Respectfully submitted:
ISSO & HUGHES LAW FIRM, LLC
/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
Attorney for *Plaintiff*

VERIFICATION OF EVGENY SHAPIRO

COMES NOW, EVGENY SHAPIRO, and under penalty of perjury declares as follows:

1. That I am the Plaintiff in the above-captioned matter.
2. That I have read the contents of the foregoing Complaint, and that I am competent to testify as to the matters set forth herein based on my own knowledge except to those matters stated upon information and belief.
3. That those facts as set forth in this Complaint are true and correct to the best of my knowledge and are incorporated by reference as though fully set forth herein so as not to submit duplicative content to this Court.
4. That I am requesting joint physical custody and joint legal custody of my children, and child support. Further, I am requesting attorney's fees and costs.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED this 7th of August, 2020.

/s/ Evgeny Shapiro
EVGENY SHAPIRO

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MISC

Name: JENNIFER ISSO

Address: 2470 ST. ROSE PRKWY, #306F

HENDERSON, NV 89074

Phone: 702 434 4424

Email: ji@issohugheslaw.com

Attorney for PLAINTIFF

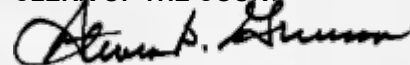
Nevada State Bar No. 13157

Electronically Filed

8/7/2020 9:10 AM

Steven D. Grierson

CLERK OF THE COURT



CASE NO: D-20-612006-C
Department: To be determined

8TH Judicial District Court
CLARK COUNTY, Nevada

EVGENY SHAPIRO Plaintiff,	Case No. _____
vs. NECHOLE GARCIA Defendant.	Dept. _____

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Evgeny Ilyich Shapiro
2. How old are you? 49
3. What is your date of birth? _____
4. What is your highest level of education? Master's

B. Employment Information:

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

☐ No

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
1/24/20	CSN	Adjunct Music	Starting 8/24	Currently Online
9/1/20	Self-employed Musician	Musician	Currently not working due to COVID	
8/3/20	US Census	Enumerator	Just started	Online training

2. Are you disabled? (☒ check one)

☐ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

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

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

Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 12/31/19 my gross year to date pay is 21,244.

B. Determine your Gross Monthly Income.

Hourly Wage

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

Annual Salary

<u>21,244</u>	÷	12 Months	=	<u>1,770</u>
Annual Income				Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income	N/A	0	0
Bonuses	N/A	0	0
Car, Housing, or Other allowance:	N/A	0	0
Commissions or Tips:	N/A	0	0
Net Rental Income:	N/A	0	0
Overtime Pay	N/A	0	0
Pension/Retirement:	N/A	0	0
Social Security Income (SSI):	N/A	0	0
Social Security Disability (SSD):	N/A	0	0
Spousal Support	N/A	0	0
Child Support	N/A	0	0
Workman's Compensation	N/A	0	0
Other:	N/A	0	0
Total Average Other Income Received			0

Total Average Gross Monthly Income (add totals from B and C above)	0
--	---

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	0
2.	Federal Health Savings Plan	0
3.	Federal Income Tax	0
4.	Health Insurance Amount for you: 0 For Opposing Party: 0 For your Child(ren): 0	0
5.	Life, Disability, or Other Insurance Premiums	43.92
6.	Medicare	0
7.	Retirement, Pension, IRA, or 401(k)	70
8.	Savings	0
9.	Social Security	0
10.	Union Dues	0
11.	Other: (Type of Deduction) <i>Child Support paid monthly</i>	<i>300</i>
Total Monthly Deductions (Lines 1-11)		<i>1413.92</i>

Business/Self-Employment Income & Expense Schedule

A. Business Income:

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

\$ *0* *due to COVID, I was getting PUA unemployment of \$388 (+ stimulus) a week, but currently am not.*

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising	0	0	0
Car and truck used for business	0	0	0
Commissions, wages or fees	0	0	0
Business Entertainment/Travel	0	0	0
Insurance	0	0	0
Legal and professional	0	0	0
Mortgage or Rent	<i>Monthly</i>	<i>850.19</i>	<i>10,202.28</i>
Pension and profit-sharing plans	0	0	0
Repairs and maintenance	0	0	0
Supplies	0	0	0
Taxes and licenses (include est. tax payments)	0	0	0
Utilities	0	0	0
Other:	0	0	0
Total Average Business Expenses			<i>10,202.28</i>

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support	0	<input checked="" type="checkbox"/>		
Auto Insurance	2008.18 18.16	<input checked="" type="checkbox"/>		
Car Loan/Lease Payment	303.78	<input checked="" type="checkbox"/>		
Cell Phone	55	<input checked="" type="checkbox"/>		
Child Support (not deducted from pay)	300	<input checked="" type="checkbox"/>		
Clothing, Shoes, Etc...	0	<input checked="" type="checkbox"/>		
Credit Card Payments (minimum due)	25	<input checked="" type="checkbox"/>		
Dry Cleaning	0	<input checked="" type="checkbox"/>		
Electric	129.32	<input checked="" type="checkbox"/>		
Food (groceries & restaurants)	300	<input checked="" type="checkbox"/>		
Fuel	100	<input checked="" type="checkbox"/>		
Gas (for home)	24.22	<input checked="" type="checkbox"/>		
Health Insurance (not deducted from pay)	0			
HOA	0	<input checked="" type="checkbox"/>		
Home Insurance (if not included in mortgage)	0	<input checked="" type="checkbox"/>		
Home Phone	55	<input checked="" type="checkbox"/>		
Internet/Cable	90	<input checked="" type="checkbox"/>		
Lawn Care	0	<input checked="" type="checkbox"/>		
Membership Fees	0	<input checked="" type="checkbox"/>		
Mortgage/Rent/Lease	850.19	<input checked="" type="checkbox"/>		
Pest Control	0	<input checked="" type="checkbox"/>		
Pets	0	<input checked="" type="checkbox"/>		
Pool Service	0	<input checked="" type="checkbox"/>		
Property Taxes (if not included in mortgage)	0	<input checked="" type="checkbox"/>		
Security	0	<input checked="" type="checkbox"/>		
Sewer	64.12	<input checked="" type="checkbox"/>		
Student Loans	0	<input checked="" type="checkbox"/>		
Unreimbursed Medical Expense	0	<input checked="" type="checkbox"/>		
Water	0	<input checked="" type="checkbox"/>		
Other: <i>Help for Ava</i>	300	<input checked="" type="checkbox"/>		
Total Monthly Expenses	2,674.79			

Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Eric Shapiro	2/5/08	Mother	No	No
2 nd	Adam Shapiro	4/15/10	Mother	No	No
3 rd	Ava Garcia-Shapiro	9/26/18	Mother	Yes	No
4 th					

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	25	0	0	
Child Care	0	0	0	
Clothing	30	30	0	
Education	0	0	0	
Entertainment	30	30	0	
Extracurricular & Sports	0	0	0	
Health Insurance (if not deducted from pay)	0	0	0	
Summer Camp/Programs	0	0	0	
Transportation Costs for Visitation	30	30	0	
Unreimbursed Medical Expenses	0	0	0	
Vehicle	0	0	0	
Other: Help for Ava	N/A	N/A	300	
Total Monthly Expenses	115	115	300	

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

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Tlya Shapiro	82	Father	300
Galina Shapiro	78	Mother	300

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Checking Account	\$ 7,150	- \$ 0	= \$ 7,150	Me
2.	Savings Account	\$ 18,077.28	- \$ 0	= \$ 18,077.28	Me
3.		\$	- \$	= \$	
4.		\$	- \$	= \$	
5.		\$	- \$	= \$	
6.		\$	- \$	= \$	
7.		\$	- \$	= \$	
8.		\$	- \$	= \$	
9.		\$	- \$	= \$	
10.		\$	- \$	= \$	
11.		\$	- \$	= \$	
12.		\$	- \$	= \$	
13.		\$	- \$	= \$	
14.		\$	- \$	= \$	
15.		\$	- \$	= \$	
Total Value of Assets (add lines 1-15)		\$ 25,227.28	- \$ 0	= \$ 25,227.28	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	N/A	\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 0	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I ~~(have)~~ have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 1000 on my behalf.
3. I have a credit with my attorney in the amount of \$ 0.
4. I currently owe my attorney a total of \$ 800.
5. I owe my prior attorney a total of \$ 0.

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

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

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

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

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


Signature

8/3/20
Date



College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 +1 (702) 6515000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Evgeny Shapiro	College of Southern Nevada	000030877	05/01/2020	05/31/2020	06/01/2020	

	Gross Pay	Post Tax Deductions	Employee Taxes	Pre Tax Deductions	Net Pay
Current	1,758.72	0.00	134.54	80.00	1,544.18
YTD	9,203.75	0.00	704.08	400.00	8,099.67

Earning						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Activity Pay - Ineligible for Retire	05/01/2020 - 05/31/2020	0	0	1,758.72	9,203.75	OASDI	109.04	570.63
						Medicare	25.50	133.45
Earning				1,758.72	9,203.75	Employee Taxes	134.54	704.08

Pre Tax Deductions			Amount	YTD
Description				
403(b) - Voluntary - TIAA			80.00	400.00
Pre Tax Deductions			80.00	400.00

Employer Paid Deductions			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
Medicare (Federal)	25.50	133.45	OASDI - Taxable Wages	1,758.72	9,203.75
OASDI (Federal)	109.04	570.63	Medicare - Taxable Wages	1,758.72	9,203.75
Workers Comp Employer	26.39	138.10	Federal Withholding - Taxable Wages	1,678.72	8,803.75
zzDNU Nevada SUI ER	1.76	9.21			
Employer Paid Deductions	162.69	851.39			

	Federal	State
Marital Status	Single	
Allowances	5	0
Additional Withholding	0	

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
BANK OF AMERICA NV	BANK OF AMERICA NV *****9047	*****9047		1,544.18 USD

JA000013



College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 +1 (702) 6515000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Evgeny Shapiro	College of Southern Nevada	000030877	07/01/2020	07/31/2020	08/03/2020	

	Gross Pay	Post Tax Deductions	Employee Taxes	Pre Tax Deductions	Net Pay
Current	590.62	0.00	45.18	80.00	465.44
YTD	10,385.00	0.00	794.45	560.00	9,030.55

Earning						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Activity Pay - Ineligible for Retire	07/01/2020 - 07/31/2020	0	0	590.62	10,385.00	OASDI	36.62	643.87
						Medicare	8.56	150.58
Earning				590.62	10,385.00	Employee Taxes	45.18	794.45

Pre Tax Deductions			Amount	YTD
Description				
403(b) - Voluntary - TIAA			80.00	560.00
Pre Tax Deductions			80.00	560.00

Employer Paid Deductions			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
Medicare (Federal)	8.56	150.58	OASDI - Taxable Wages	590.62	10,385.00
Nevada SUI ER	0.59	1.18	Medicare - Taxable Wages	590.62	10,385.00
OASDI (Federal)	36.62	643.87	Federal Withholding - Taxable Wages	510.62	9,825.00
Workers Comp Employer	8.86	155.82			
zzDNU Nevada SUI ER		9.21			
Employer Paid Deductions	54.63	960.66			

	Federal	State
Marital Status	Single	
Allowances	5	0
Additional Withholding	0	

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
BANK OF AMERICA NV	BANK OF AMERICA NV *****9047	*****9047		465.44 USD

JA000014



College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 +1 (702) 6515000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Evgeny Shapiro	College of Southern Nevada	000030877	06/01/2020	06/30/2020	07/01/2020	

	Gross Pay	Post Tax Deductions	Employee Taxes	Pre Tax Deductions	Net Pay
Current	590.63	0.00	45.19	80.00	465.44
YTD	9,794.38	0.00	749.27	480.00	8,565.11

Earning						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Activity Pay - Ineligible for Retire	06/01/2020 - 06/30/2020	0	0	590.63	9,794.38	OASDI	36.62	607.25
						Medicare	8.57	142.02
Earning				590.63	9,794.38	Employee Taxes	45.19	749.27

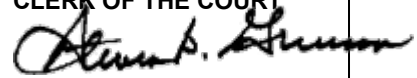
Pre Tax Deductions			Amount	YTD
Description				
403(b) - Voluntary - TIAA			80.00	480.00
Pre Tax Deductions			80.00	480.00

Employer Paid Deductions			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
Medicare (Federal)	8.57	142.02	OASDI - Taxable Wages	590.63	9,794.38
Nevada SUI ER	0.59	0.59	Medicare - Taxable Wages	590.63	9,794.38
OASDI (Federal)	36.62	607.25	Federal Withholding - Taxable Wages	510.63	9,314.38
Workers Comp Employer	8.86	146.96			
zzDNU Nevada SUI ER		9.21			
Employer Paid Deductions	54.64	906.03			

	Federal	State
Marital Status	Single	
Allowances	5	0
Additional Withholding	0	

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
BANK OF AMERICA NV	BANK OF AMERICA NV *****9047	*****9047		465.44 USD

JA000015



MOT
ISSO & HUGHES LAW FIRM, LLC
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 St. Rose Parkway, #306f
Henderson, NV 89074
ji@issohugheslaw.com
(702) 434-4424
Attorney for Plaintiff

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

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

CASE NO.: D-20-612006-C
DEPT. NO.:

**ORAL ARGUMENTS
REQUESTED: YES**

**MOTION FOR CUSTODY, CHILD SUPPORT AND OTHER RELATED
RELIEF**

COMES NOW Plaintiff, EVGENY SHAPIRO, by and through his attorney
JENNIFER ISSO, ESQ. of the ISSO & HUGHES LAW FIRM, and moves this Court
for an Order as follows:

1. Awarding Plaintiff joint legal custody;
2. Awarding Plaintiff joint physical custody;
3. Awarding Plaintiff child support;
4. Awarding Plaintiff attorney's fees and costs;
5. Other related relief as the Court deems just and proper.

This Motion is made and based upon the papers and pleadings on file herein and the
following Points and Authorities contained herein, the attached affidavit of the

1 Plaintiff, the exhibits attached hereto, and any oral argument that the Court will
2 entertain at the time of hearing.

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5 DATED this 7th day of August, 2020.

6 **ISSO & HUGHES LAW FIRM, LLC**

7
8 Respectfully submitted:

9 /s/ Jennifer Isso, Esq.
10 JENNIFER ISSO, ESQ.
11 Nevada Bar No. 13157
12 ji@issohugheslaw.com
13 *Attorney for Plaintiff*
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NOTICE OF MOTION

TO: NECHOLE GARCIA, *Defendant, Pro Se*

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 (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE HEARING DATE.

PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing Motion on for hearing before the Court at the courtroom of the above-entitled Court, at 601 N. Pecos Rd., Las Vegas, Nevada, 89101 on the _____ day of _____, 2020, at _____ AM/PM in Department S of the Court.

DATED this 7th day of August, 2020.

Respectfully submitted:
ISSO & HUGHES LAW FIRM, LLC

/s/ Jennifer Issso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
Attorney for *Plaintiff*

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS

Plaintiff EVGENY SHAPIRO (“Dad”) and Defendant were together and separated in July 2020. There is one minor child, the issue of their relationship, to wit: AVA GARCIA-SHAPIRO, born 9/26/2018.

On July 30, 2020, the parties discussed the custodial relationship of the child but could not reach an agreement. In this conversation, Dad expressed his desire to alternate weeks. Defendant refused to cooperate with Dad to work out a schedule.

Defendant refused to also discuss child support. Defendant told Dad if he wanted child support, he needed to take her to court.

The last time Dad saw the child was on August 2, 2020 when there was a thirty-minute visit at the park. At this visit, Dad asked Defendant about the custodial schedule since he was not sure what his hours would be with his new job starting. When Dad brought up that he had a crib in his home and had baby-proofed the house for these alternating weeks, Defendant demanded that she inspect his house before Dad was allowed any time with the child.

Dad provided pictures of the home to Defendant even after this unreasonable demand so, he could see the child. But, still Defendant insisted on physically inspecting the home. This is unreasonable.

There has never been any reasonable justification for Defendant to inspect Dad’s home before Dad should be allowed to spend time with the child.

Dad’s home is a safe environment for children. Dad has his two older children spend time at his home. No issue has ever arisen with his other children spending time with him at his home.

In fact, since the child was born, Dad has cared for the child in Defendant’s home when Defendant worked. Even after the separation, Dad was able to watch the

child without Defendant being there. Further, Defendant in the past never had a problem with Dad spending time with the child when it was convenient for her schedule. For example, when Defendant was upset with maternal grandmother, Dad would get to spend time with the child.

II. LEGAL ARGUMENTS

A. Dad should be awarded joint physical custody and joint legal custody of the child.

The sole consideration of the court child custody decisions is the best interest of the child. *Sims v. Sims*, 109 Nev. 1146, 1148, 865 P.2d 328, 330 (1993).

NRS 125C.002(1) provides that the Court may award joint legal custody when it is in the best interests of the child.

Additionally, NRS 125C.0035(1) provides that the Court's sole consideration in determining physical custody of the minor child is the best interests for the child. In determining the best interest of a minor child, this Court should use the factors set forth in NRS 125C.0035(4):

- a) The wishes of the child if the child is of sufficient age and capacity to form an intelligent preferences as to his or her custody.
- b) Any nomination of a guardian for the child by the parent.
- c) Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.
- d) The level of conflict between the parents.
- e) The ability of the parents to cooperate to meet the needs of the child.
- f) The mental and physical health of the parents.
- g) The physical, developmental, and emotional needs of the child.
- h) The nature of the relationship of the child with each parent.
- i) The ability of the child to maintain a relationship with any sibling.
- j) Any history of parental abuse or neglect of the child or a sibling of the child.
- k) Whether either parent or any other person seeking custody has engaged in an act of domestic violence against the child, a parent of the child or any other person residing with the child.
- l) Whether either parent or any other person seeking custody has committed any act of abduction against the child or any other child.

Each of the factors shall be analyzed below:

The wishes of the child if the child is of sufficient age and capacity to form an intelligent preferences as to his or her custody.

Ava is almost two years old and not of sufficient age and capacity to form an intelligent preference as to her custody.

Any nomination of a guardian for the child by the parent.

N/A

Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.

Defendant has demonstrated that she is not more likely to allow the child to have frequent associations and a continuing relationship with Dad. Defendant has refused to allow Dad to spend time with the child suddenly and without a reasonable explanation. Instead, Defendant has made this unreasonable demand to inspect his home before Dad can have frequent associations and a continuing relationship.

The level of conflict between the parents.

Currently, the level of conflict between the parties is high because Defendant has withheld the child and made unreasonable demands. Dad believes that once the Court intervenes and a custodial arrangement is set, the level of conflict will reduce because Dad will be able to see the child.

The ability of the parents to cooperate to meet the needs of the child.

Defendant has not demonstrated an ability or willingness to cooperate to meet the needs of the child. Dad has demonstrated an ability to cooperate because Dad has worked with Defendant to care for the child when Defendant worked.

The mental and physical health of the parents.

Dad is excellent mental and physical health. Dad is not knowledgeable about Defendant's mental and physical health, but Dad has concerns about Defendant's mental health because of these unreasonable demands.

The physical, developmental, and emotional needs of the child.

Ava is emotionally healthy and is meeting her developmental and physical milestones as appropriate for her age.

The nature of the relationship of the child with each parent.

Dad has developed a strong bond with the child when he is allowed time with the child. Dad clothes, feeds, and bathes the child. Dad wants to further develop this bond by having the child stay in his home since he built a crib and baby-proofed the house to create a safe environment for the child to grow up in and be with Dad. Dad even is teaching the child Russian, Dad's first language, and is teaching her music as he is an adjunct music professor at CSN.

The ability of the child to maintain a relationship with any sibling.

From a previous relationship, Dad has two boys, aged ten and twelve. Dad wants the child to have a relationship with her half-brothers.

Any history of parental abuse or neglect of the child or a sibling of the child.

N/A

Whether either parent or any other person seeking custody has engaged in an act of domestic violence against the child, a parent of the child or any other person residing with the child.

N/A

Whether either parent or any other person seeking custody has committed any act of abduction against the child or any other child.

N/A

B. Dad should be awarded child support

Pursuant to NAC 425.140, the relevant part provides as follows:
Except as otherwise provided in [NAC 425.145](#), the base child support obligation of an obligor must be determined according to the following schedule:

1. For one child, the sum of:

1 (a) For the first \$6,000 of an obligor's monthly gross income, 16 percent of such
2 income;

3 (b) For any portion of an obligor's monthly gross income that is greater than
4 \$6,000 and equal to or less than \$10,000, 8 percent of such a portion; and

5 (c) For any portion of an obligor's monthly gross income that is greater than
6 \$10,000, 4 percent of such a portion.

7 **C. Dad should be awarded attorney's fees and costs**

8 Pursuant to NRS 126.171, the Court can order the costs of the DNA test to be paid
9 by the parties in proportions as determined by the Court.

10 Pursuant to NRS 18.010, when the prevailing party has not recovered more than
11 \$20,000 or if the court finds that the opposing party was brought maintained without
12 reasonable grounds, the court shall liberally construe the provisions of this paragraph in
13 favor of awarding attorney's fees. Further, the court has discretion when allowing
14 costs. A prevailing party's costs may be allowed and may be apportioned between the
15 parties. *See* NRS 18.050. Dad is requesting that Defendant pay his reasonable attorney's
16 fees and costs.

17 Pursuant to *Bruznell, v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31,
18 33 (1969), there are four (4) primary considerations set as forth in *Bruznell*:

- 19 1) The qualities of the advocate: ability, training, education, experience,
20 professional outstanding and skill; 2) The Character of the work to be
21 done: its difficulty, its intricacy, its importance, time and skill required,
22 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; 4) The
expected outcome.

23 The undersigned counsel has been practicing for over 4 years. She graduated from
24 Boyd School of Law in 2013. She has extensive background in handling family law
25 cases including divorce, child custody and asset division. She further has experience
26 handling personal injury, bankruptcy and criminal defense matters. Prior to her Law
27 career, she worked as an education with a B.S. in Elementary Education with an
28

1 emphasis in Middle School Math and Science from Oakland University and Wayne
2 State University in Michigan. This is a high conflict custody case where custody and
3 visitation are at stake. The undersigned has performed a wealth of work on this matter,
4 reviewing the previous rulings and orders and analyzing the facts and law to form the
5 proper arguments. Dad expects to be awarded joint physical custody and joint legal
6 custody.

7 **III. CONCLUSION**

8 Based on the foregoing, it is clear it is in the best interests of the child that
9 Plaintiff is awarded joint physical custody, joint legal custody, and child
10 support. Finally, the Court should award attorney's fees and costs.
11

12
13 DATED this 7th day of August, 2020
14

15 Respectfully submitted:
16 **ISSO & HUGHES LAW FIRM, PLLC**

17 /s/ Jennifer Issso, Esq.
18 JENNIFER ISSO, ESQ.
19 Nevada Bar No. 13157
20 Attorney for *Plaintiff*
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DECLARATION OF EVGENY SHAPIRO

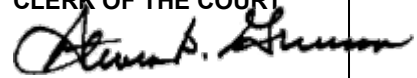
COMES NOW, EVGENY SHAPIRO, and under penalty of perjury declares as follows:

1. That I am the Plaintiff in the above-captioned matter.
2. That I have read the contents of the foregoing Motion, and that I am competent to testify as to the matters set forth herein based on my own knowledge except to those matters stated upon information and belief.
3. That those facts as set forth in this Motion are true and correct to the best of my knowledge and are incorporated by reference as though fully set forth herein so as not to submit duplicative content to this Court.
4. That I am requesting joint legal custody, joint physical custody of my daughter and child support. I am requesting attorney's fees and costs.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED this 7th day of August, 2020.

/s/ Evgeny Shapiro
EVGENY SHAPIRO



AMOT
ISSO & HUGHES LAW FIRM, LLC
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 St. Rose Parkway, #306f
Henderson, NV 89074
ji@issohugheslaw.com
(702) 434-4424
Attorney for Plaintiff

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

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

CASE NO.: D-20-612006-C
DEPT. NO.:

**ORAL ARGUMENTS
REQUESTED: YES**

**AMENDED MOTION FOR CUSTODY, CHILD SUPPORT AND OTHER
RELATED RELIEF**

COMES NOW Plaintiff, EVGENY SHAPIRO, by and through his attorney
JENNIFER ISSO, ESQ. of the ISSO & HUGHES LAW FIRM, and moves this Court
for an Order as follows:

1. Awarding Plaintiff joint legal custody;
2. Awarding Plaintiff joint physical custody;
3. Awarding Plaintiff child support;
4. Awarding Plaintiff attorney's fees and costs;
5. Other related relief as the Court deems just and proper.

This Motion is made and based upon the papers and pleadings on file herein and the
following Points and Authorities contained herein, the attached affidavit of the

1 Plaintiff, the exhibits attached hereto, and any oral argument that the Court will
2 entertain at the time of hearing.

3
4
5 DATED this 7th day of August, 2020.

6 **ISSO & HUGHES LAW FIRM, LLC**

7
8 Respectfully submitted:

9 /s/ Jennifer Isso, Esq.
10 JENNIFER ISSO, ESQ.
11 Nevada Bar No. 13157
12 ji@issohugheslaw.com
13 *Attorney for Plaintiff*
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NOTICE OF MOTION

TO: NECHOLE GARCIA, *Defendant, Pro Se*

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 (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE HEARING DATE.

PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing Motion on for hearing before the Court at the courtroom of the above-entitled Court, at 601 N. Pecos Rd., Las Vegas, Nevada, 89101 on the _____ day of _____, 2020, at _____ AM/PM in Department S of the Court.

DATED this 7th day of August, 2020.

Respectfully submitted:
ISSO & HUGHES LAW FIRM, LLC

/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
Attorney for *Plaintiff*

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS

Plaintiff EVGENY SHAPIRO (“Dad”) and Defendant were together and separated in July 2020. There is one minor child, the issue of their relationship, to wit: AVA GARCIA-SHAPIRO, born 9/26/2018.

On July 30, 2020, the parties discussed the custodial relationship of the child but could not reach an agreement. In this conversation, Dad expressed his desire to alternate weeks. Defendant refused to cooperate with Dad to work out a schedule.

Defendant refused to also discuss child support. Defendant told Dad if he wanted child support, he needed to take her to court.

The last time Dad saw the child was on August 2, 2020 when there was a thirty-minute visit at the park. At this visit, Dad asked Defendant about the custodial schedule since he was not sure what his hours would be with his new job starting. When Dad brought up that he had a crib in his home and had baby-proofed the house for these alternating weeks, Defendant demanded that she inspect his house before Dad was allowed any time with the child.

Dad provided pictures of the home to Defendant even after this unreasonable demand so, he could see the child. But, still Defendant insisted on physically inspecting the home. This is unreasonable.

There has never been any reasonable justification for Defendant to inspect Dad’s home before Dad should be allowed to spend time with the child.

Dad’s home is a safe environment for children. Dad has his two older children spend time at his home. No issue has ever arisen with his other children spending time with him at his home.

In fact, since the child was born, Dad has cared for the child in Defendant’s home when Defendant worked. Even after the separation, Dad was able to watch the

1 child without Defendant being there. Further, Defendant in the past never had a
2 problem with Dad spending time with the child when it was convenient for her
3 schedule. For example, when Defendant was upset with maternal grandmother, Dad
4 would get to spend time with the child.

5 **II. LEGAL ARGUMENTS**

6 **A. Dad should be awarded joint physical custody and joint legal custody** 7 **of the child.**

8 The sole consideration of the court child custody decisions is the best interest of
9 the child. *Sims v. Sims*, 109 Nev. 1146, 1148, 865 P.2d 328, 330 (1993).

10 NRS 125C.002(1) provides that the Court may award joint legal custody when it
11 is in the best interests of the child.

12 Additionally, NRS 125C.0035(1) provides that the Court's sole consideration in
13 determining physical custody of the minor child is the best interests for the child. In
14 determining the best interest of a minor child, this Court should use the factors set forth
15 in NRS 125C.0035(4):

- 16 a) The wishes of the child if the child is of sufficient age and capacity to form an
17 intelligent preferences as to his or her custody.
- 18 b) Any nomination of a guardian for the child by the parent.
- 19 c) Which parent is more likely to allow the child to have frequent associations
20 and a continuing relationship with the noncustodial parent.
- 21 d) The level of conflict between the parents.
- 22 e) The ability of the parents to cooperate to meet the needs of the child.
- 23 f) The mental and physical health of the parents.
- 24 g) The physical, developmental, and emotional needs of the child.
- 25 h) The nature of the relationship of the child with each parent.
- 26 i) The ability of the child to maintain a relationship with any sibling.
- 27 j) Any history of parental abuse or neglect of the child or a sibling of the child.
- 28 k) Whether either parent or any other person seeking custody has engaged in an
act of domestic violence against the child, a parent of the child or any other
person residing with the child.
- l) Whether either parent or any other person seeking custody has committed any
act of abduction against the child or any other child.

Each of the factors shall be analyzed below:

The wishes of the child if the child is of sufficient age and capacity to form an intelligent preferences as to his or her custody.

Ava is almost two years old and not of sufficient age and capacity to form an intelligent preference as to her custody.

Any nomination of a guardian for the child by the parent.

N/A

Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.

Defendant has demonstrated that she is not more likely to allow the child to have frequent associations and a continuing relationship with Dad. Defendant has refused to allow Dad to spend time with the child suddenly and without a reasonable explanation. Instead, Defendant has made this unreasonable demand to inspect his home before Dad can have frequent associations and a continuing relationship.

The level of conflict between the parents.

Currently, the level of conflict between the parties is high because Defendant has withheld the child and made unreasonable demands. Dad believes that once the Court intervenes and a custodial arrangement is set, the level of conflict will reduce because Dad will be able to see the child.

The ability of the parents to cooperate to meet the needs of the child.

Defendant has not demonstrated an ability or willingness to cooperate to meet the needs of the child. Dad has demonstrated an ability to cooperate because Dad has worked with Defendant to care for the child when Defendant worked.

The mental and physical health of the parents.

Dad is excellent mental and physical health. Dad is not knowledgeable about Defendant's mental and physical health, but Dad has concerns about Defendant's mental health because of these unreasonable demands.

The physical, developmental, and emotional needs of the child.

Ava is emotionally healthy and is meeting her developmental and physical milestones as appropriate for her age.

The nature of the relationship of the child with each parent.

Dad has developed a strong bond with the child when he is allowed time with the child. Dad clothes, feeds, and bathes the child. Dad wants to further develop this bond by having the child stay in his home since he built a crib and baby-proofed the house to create a safe environment for the child to grow up in and be with Dad. Dad even is teaching the child Russian, Dad's first language, and is teaching her music as he is an adjunct music professor at CSN.

The ability of the child to maintain a relationship with any sibling.

From a previous relationship, Dad has two boys, aged ten and twelve. Dad wants the child to have a relationship with her half-brothers.

Any history of parental abuse or neglect of the child or a sibling of the child.

N/A

Whether either parent or any other person seeking custody has engaged in an act of domestic violence against the child, a parent of the child or any other person residing with the child.

N/A

Whether either parent or any other person seeking custody has committed any act of abduction against the child or any other child.

N/A

B. Dad should be awarded child support

Pursuant to NAC 425.140, the relevant part provides as follows:
Except as otherwise provided in [NAC 425.145](#), the base child support obligation of an obligor must be determined according to the following schedule:

1. For one child, the sum of:

1 (a) For the first \$6,000 of an obligor's monthly gross income, 16 percent of such
2 income;

3 (b) For any portion of an obligor's monthly gross income that is greater than
4 \$6,000 and equal to or less than \$10,000, 8 percent of such a portion; and

5 (c) For any portion of an obligor's monthly gross income that is greater than
6 \$10,000, 4 percent of such a portion.

7 **C. Dad should be awarded attorney's fees and costs**

8 Pursuant to NRS 18.010, when the prevailing party has not recovered more than
9 \$20,000 or if the court finds that the opposing party was brought maintained without
10 reasonable grounds, the court shall liberally construe the provisions of this paragraph in
11 favor of awarding attorney's fees. Further, the court has discretion when allowing
12 costs. A prevailing party's costs may be allowed and may be apportioned between the
13 parties. *See* NRS 18.050. Dad is requesting that Defendant pay his reasonable attorney's
14 fees and costs.

15 Pursuant to *Bruznell, v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31,
16 33 (1969), there are four (4) primary considerations set as forth in *Bruznell*:

- 17 1) The qualities of the advocate: ability, training, education, experience,
18 professional outstanding and skill; 2) The Character of the work to be
19 done: its difficulty, its intricacy, its importance, time and skill required,
20 the responsibility imposed and the prominence and character of the parties
21 where they affect the importance of the litigation; 3) The work actually
22 performed by the lawyer, the skill time, and attention given; 4) The
23 expected outcome.

24 The undersigned counsel has been practicing for over 4 years. She graduated from
25 Boyd School of Law in 2013. She has extensive background in handling family law
26 cases including divorce, child custody and asset division. She further has experience
27 handling personal injury, bankruptcy and criminal defense matters. Prior to her Law
28 career, she worked as an education with a B.S. in Elementary Education with an

1 emphasis in Middle School Math and Science from Oakland University and Wayne
2 State University in Michigan. This is a high conflict custody case where custody and
3 visitation are at stake. The undersigned has performed a wealth of work on this matter,
4 reviewing the previous rulings and orders and analyzing the facts and law to form the
5 proper arguments. Dad expects to be awarded joint physical custody and joint legal
6 custody.

7 **III. CONCLUSION**

8 Based on the foregoing, it is clear it is in the best interests of the child that
9 Plaintiff is awarded joint physical custody, joint legal custody, and child
10 support. Finally, the Court should award attorney's fees and costs.
11

12
13 DATED this 7th day of August, 2020
14

15 Respectfully submitted:
16 **ISSO & HUGHES LAW FIRM, PLLC**

17 /s/ Jennifer Issso, Esq.
18 JENNIFER ISSO, ESQ.
19 Nevada Bar No. 13157
20 Attorney for *Plaintiff*
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DECLARATION OF EVGENY SHAPIRO

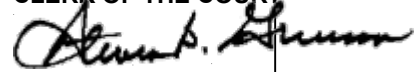
COMES NOW, EVGENY SHAPIRO, and under penalty of perjury declares as follows:

1. That I am the Plaintiff in the above-captioned matter.
2. That I have read the contents of the foregoing Motion, and that I am competent to testify as to the matters set forth herein based on my own knowledge except to those matters stated upon information and belief.
3. That those facts as set forth in this Motion are true and correct to the best of my knowledge and are incorporated by reference as though fully set forth herein so as not to submit duplicative content to this Court.
4. That I am requesting joint legal custody, joint physical custody of my daughter and child support. I am requesting attorney's fees and costs.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED this 7th day of August, 2020.

/s/ Evgeny Shapiro
EVGENY SHAPIRO



1 ANSC
2 **ROSENBLUM LAW OFFICES**
3 **MOLLY ROSENBLUM, ESQ.**
4 Nevada Bar No. 08242
5 7375 S Pecos Rd, Ste 101
6 Las Vegas, NV 89120-3773
7 (702) 433-2889—Phone
8 (702) 425-9642—Fax
9 Email: staff@rosenblumlawlv.com
10 Attorney for Defendant

11 **DISTRICT COURT—FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 **EVGENY SHAPIRO,**
14 **Plaintiff,**
15 **vs.**
16 **NECHOLE GARCIA,**
17 **Defendant.**

Case No.: D-20-612006-C
Dept. No.: N

18 **ANSWER AND COUNTERCLAIM**

19 COMES NOW, the Defendant, **NECHOLE GARCIA**, and hereby
20 answers to Plaintiff's Complaint for Custody as follows:

21 1. Answering paragraphs 1, 2, 3, 4, 5, 6, 7, 8 of Plaintiff's Complaint
22 on file herein, Defendant admits the same.

23 2. Answering paragraphs 9, 10, 11, 12, 13, 14 and 15 of Plaintiff's
24 Complaint on file herein, Defendant denies the same.

25 **COUNTERCLAIM**

26 COMES NOW, Defendant/Counterclaimant, **NECHOLE GARCIA**, by and
27 through her counsel of record, **MOLLY ROSENBLUM, ESQ.**, and hereby
28 counterclaims as follows:

I.

For more than six (6) weeks immediately preceding the commencement of this action, Defendant/Counterclaimant has been and now is a bona fide and actual resident and domiciliary of the State of Nevada, County of Clark, and has been actually and corporeally present in said State and County for more than six (6) weeks prior to the commencement of this action.

II.

That to Defendant/Counterclaimant's knowledge Plaintiff/Counterdefendant has been and is now a bona fide and actual resident and domiciliary of the State of Nevada, County of Clark, and has been actually and corporeally present in said State and County for more than six (6) weeks prior the commencement of this action.

III.

That the parties were never married, but there is one minor child born the issue of their relationship to wit: AVA GARCIA-SHAPIRO born September 26, 2018; there are no minor adopted children the issue of the parties' relationship; and Defendant/Counterclaimant is not pregnant.

IV.

That AVA has continuously resided in the State of Nevada, County of Clark the last six (6) months prior to the filing of Plaintiff/Counterdefendant's Complaint for Custody and that pursuant to the UCCJEA, Nevada is the Home State of the minor child.

V.

That Plaintiff/Counterdefendant is identified as the Natural Father on AVA's birth certificate and therefore, paternity is conclusively established pursuant to NRS 126.

1 VI.

2 That there are no other proceedings in any other jurisdiction regarding the
3 minor child at issue in this matter.

4 VII.

5 That the parties are fit and proper persons to have joint legal custody of
6 the minor child. Joint legal custody shall be defined as:

7 a. The parents shall consult and cooperate with each other
8 in substantial questions relating to religious upbringing, educational
9 programs, significant changes in social environment and the health
10 of the children.

11 b. Each parent shall be empowered to obtain emergency
12 health care for the child without the consent of the other parent. Each
13 parent is to notify the other parent as soon as reasonably possible of
14 any illness or injury requiring medical attention or any emergency
15 involving the child.

16 c. Each parent is to provide the other parent, upon receipt,
17 information concerning the well-being of the child, including but not
18 limited to, copies of report cards; school meeting notices; vacation
19 schedules; class programs, requests for conferences, results of
20 standardized or diagnostic tests; notices of activities involving the
21 child; samples of school work; order form for school pictures; all
22 communication from health care providers; regular day care
23 providers and counselors.

24 d. Each parent is to advise the other parent of school,
25 athletic and social events in which the child participates. Both parties
26 may participate in activities for the child such as open house,
27 attendance at an athletic event, etc.

28 e. Each parent is to provide the other parent with the
telephone number and address at which the minor children may be
reached, and to notify the other parent 14 days prior to any change in
telephone number or address and provide the number as soon as is
possible.

1 f. The parents shall have access to medical and school
2 records pertaining to their children and be permitted to independently
3 consult with any and all professionals involved with them.

4 g. Each parent is to provide the other parent with a travel
5 itinerary when on vacation with the child, and whenever possible,
6 telephone numbers at which the children can be reached.

7 h. The parents agree to communicate directly regarding
8 the needs and well-being of their children and not to use the children
9 as mediators or communicators regarding parental issues.

10 VIII.

11 That the Defendant/Counterclaimant is a fit and proper person to be
12 awarded primary physical custody of the minor child at issue herein subject to
13 Plaintiff/Counterdefendant's reasonable rights of visitation.

14 IX.

15 That the Defendant/Counterclaimant should be awarded de facto primary
16 physical custody of the minor child at issue herein as the
17 Plaintiff/Counterdefendant has not participated in the day-to-day of the minor
18 child nor has Plaintiff/Counterdefendant consistently spent more than 67.5 hours
19 per week or 40% of the time since the birth of the minor child caring for the
20 minor child.

21 X.

22 That Plaintiff/Counterdefendant should be obligated to pay child support
23 to Defendant/Counterclaimant consistent with LCB File No. R183-18, which
24 states, in pertinent part:
25

26 **Sec. 15.** Except as otherwise provided in section 16 of this regulation, the base child
27 support obligation of an obligor must be determined according to the following
28 schedule: 1. For one child, the sum of: (a) For the first \$6,000 of an obligor's
monthly gross income, 16 percent of such income; (b) For any portion of an

1 obligor's monthly gross income that is greater than \$6,000 and equal to or less than
2 \$10,000, 8 percent of such a portion; and (c) For any portion of an obligor's monthly
3 gross income that is greater than \$10,000, 4 percent of such a portion. 2. For two
4 children, the sum of: --10-- LCB Draft of Proposed Regulation R183-18 (a) For the
5 first \$6,000 of an obligor's monthly gross income, 22 percent of such income; (b)
6 For any portion of an obligor's monthly gross income that is greater than \$6,000 and
7 equal to or less than \$10,000, 11 percent of such a portion; and (c) For any portion
8 of an obligor's monthly gross income that is greater than \$10,000, 6 percent of such
9 a portion. 3. For three children, the sum of: (a) For the first \$6,000 of an obligor's
10 monthly gross income, 26 percent of such income; (b) For any portion of an
11 obligor's monthly gross income that is greater than \$6,000 and equal to or less than
12 \$10,000, 13 percent of such a portion; and (c) For any portion of an obligor's
13 monthly gross income that is greater than \$10,000, 6 percent of such a portion. 4.
14 For four children, the sum of: (a) For the first \$6,000 of an obligor's monthly gross
15 income, 28 percent of such income; (b) For any portion of an obligor's monthly
16 gross income that is greater than \$6,000 and equal to or less than \$10,000, 14
17 percent of such a portion; and (c) For any portion of an obligor's monthly gross
18 income that is greater than \$10,000, 7 percent of such a portion. 5. For each
19 additional child, the sum of: (a) For the first \$6,000 of an obligor's monthly gross
20 income, an additional 2 percent of such income; (b) For any portion of an obligor's
21 monthly gross income that is greater than \$6,000 and equal to or less than \$10,000,
22 an additional 1 percent of such a portion; and --11-- LCB Draft of Proposed
23 Regulation R183-18 (c) For any portion of an obligor's monthly gross income that is
24 greater than \$10,000, an additional 0.5 percent of such a portion.

25 **Sec. 16.** 1. If the court determines that the total economic circumstances of an
26 obligor limit his or her ability to pay a child support obligation in the amount
27 determined pursuant to section 15 of this regulation, the child support obligation
28 must be established by using a low income schedule which is based on the current
federal poverty guidelines, as determined by the Secretary of Health and Human
Services, and which is published annually in the Federal Register. 2. If the monthly
gross income of an obligor is below the lowest level set forth in the low income
schedule, the court may establish an appropriate child support obligation based on
the total economic circumstances of the obligor, balancing his or her need for self-
support with the obligation to support his or her child. 3. The low-income schedule
must be published by the Administrative Office of the Courts on or before March 31
of each year.

29 **Sec. 17.** 1. Any child support obligation may be adjusted by the court in accordance
30 with the specific needs of the child and the economic circumstances of the parties
31 based upon the following factors and specific findings of fact: (a) Any special
32 educational needs of the child; (b) The legal responsibility of the parties for the
33 support of others; (c) The value of services contributed by either party; (d) Any
34 public assistance paid to support the child; (e) The cost of transportation of the child
35 to and from visitation; (f) The relative income of both households; --12-- LCB Draft
36 of Proposed Regulation R183-18 (g) Any other necessary expenses for the benefit of
37 the child; and (h) The obligor's ability to pay. 2. The court may include benefits

1 received by a child pursuant to 42 U.S.C. § 402(d) based on a parent's entitlement to
2 federal disability or old-age insurance benefits pursuant to 42 U.S.C. §§ 401 to 433,
3 inclusive, in the parent's gross income and adjust an obligor's child support
4 obligation by subtracting the amount of the child's benefit. In no case may this
adjustment require an obligee to reimburse an obligor for any portion of the child's
benefit.

5 Here, Plaintiff/Counterdefendant's gross monthly income is approximately
6 \$2,500. Therefore, Plaintiff/Counterdefendant's child support obligation to
7 Defendant/Counterclaimant shall be \$400 per month.

8 **XI.**

9 That Defendant/Counterclaimant is entitled to constructive arrears in the
10 amount of approximately \$9,543.79. Defendant/Counterclaimant reserves the
11 right to supplement as more information becomes available.

12 **IX.**

13 That both parties shall be required to carry health insurance for the minor
14 child, so long as it is reasonably available through their respective employers
15 employer or other means at a reasonable cost. That any and all unreimbursed
16 medical expenses shall be divided pursuant to the 30/30 Rule. That any
17 unreimbursed medical, dental, optical, orthodontic or other health related
18 expenses incurred for the benefit of the minor child is to be divided equally
19 between the parties. Either party incurring an out of pocket medical expense for
20 the child shall provide a copy of the paid invoice/receipt to the other party within
21 thirty (30) days of incurring said expense, and if not tendered within thirty (30)
22 days, the Court may consider it has a waive of a right to reimbursement. The other
23 party will then have thirty (30) days from receipt which to dispute the expense in
24 writing or reimburse the other party for one-half (1/2) the out of pocket expense.
25 If not disputed or paid within the thirty (30) day period, the party may be subject
26 to a finding of contempt. Further, if the payment by the payer parent is made by
27 credit card, payer parent must also provide to the other parent proof from the
28

1 issuing credit card company that the particular credit card used was not a Health
2 Savings Account (HSA), otherwise, payment will be treated as though covered by
3 insurance and not considered an out of pocket expense subject to reimbursement.

4 **X.**

5 That the Defendant/Counterclaimant shall be entitled to claim the child for
6 purposes of the minor child tax deduction every year.

7 **XI.**

8 That Defendant/Counterclaimant has been required to engage the services
9 of an attorney to institute and prosecute this action against the
10 Plaintiff/Counterdefendant, and therefore reserves his right to request reasonable
11 attorney's fees from this court.

12 **WHEREFORE**, Defendant prays for judgment as follows:

- 13 1. That Defendant/Counterclaimant be awarded an absolute Decree Of
14 Custody from Plaintiff/Counterdefendant;
15 2. That the relief requested herein be granted.
16 3. For such other and further relief that the Court may deem just and
17 proper.

18 DATED this 13th day of August 2020

19
20 ROSENBLUM LAW OFFICES

21
22 
23 **MOLLY S. ROSENBLUM, ESQ.**

24 Nevada Bar No. 08242

25 7375 S Pecos Rd, Ste 101

26 Las Vegas, NV 89120-3773

27 Attorney for Defendant
28

VERIFICATION

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

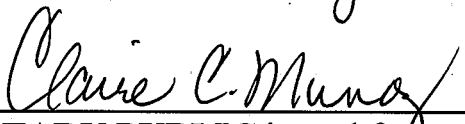
NECHOLE GARCIA, first being duly sworn, deposes and says:

That she is the Defendant in the above-entitled action; that he has read the above and foregoing "Answer and Counterclaim" and knows the contents thereof; and that the same is true of her own knowledge, except as to those matters therein stated on information and belief, and as to those matters she believes them to be true.

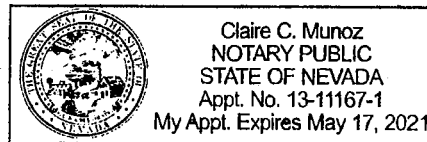


NECHOLE GARCIA

SUBSCRIBED and SWORN before
me this 13th day of August, 2020



NOTARY PUBLIC in and for
said County and State



1 was made, **Friday, August 14, 2020** by:

2
3 **E-FILE ELECTRONIC SERVICE**

4 Pursuant to NEFCR 9(d), by electronic service through the Eighth
5 Judicial District Court's e-Filing System (EFS), addressed to the
6 following registered users:

7 Jennifer Isso, Esq.
8 2470 Saint Rose Pkwy Ste 306F
9 Henderson, NV 89074
10 ji@issohugheslaw.com
11 *Attorney for Plaintiff*


12 **ELECTRONIC SERVICE**

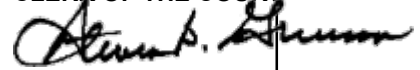
13 Facsimile, addressed to:

14 E-Mail, addressed to:

15
16 **MAIL**

17 Depositing a copy of the same in the U.S. Mails at Las Vegas,
18 Nevada, postage prepaid, addressed to

19
20
21 
22
23 An Employee of ROSENBLUM LAW OFFICES



1 **OPPC**
2 **ROSENBLUM LAW OFFICES**
3 **MOLLY ROSENBLUM, ESQ.**
4 Nevada Bar No. 08242
5 **ROBERT BLAU, ESQ.**
6 Nevada Bar No. 10857
7 7375 S Pecos Rd, Ste 101
8 Las Vegas, NV 89120-3773
9 (702) 433-2889—Phone
10 (702) 425-9642—Fax
11 Email: staff@rosenblumlawlv.com
12 Attorney for Defendant

13 **DISTRICT COURT—FAMILY DIVISION**
14 **CLARK COUNTY, NEVADA**

15 **EVGENY SHAPIRO,**
16 Plaintiff,
17 vs.
18 **NECHOLE GARCIA,**
19 Defendant.

Case No.: D-20-612006-C
Dept. No.: N

ORAL ARGUMENT REQUESTED:
YES

20 **DEFENDANT'S OPPOSITION TO PLAINTIFF'S AMENDED**
21 **MOTION FOR CUSTODY, CHILD SUPPORT AND OTHER AND**
22 **COUNTERMOTION FOR IMMEDIATE RETURN OF CHILD; FOR**
23 **PRIMARY PHYSICAL CUSTODY; CHILD SUPPORT AND CHILD**
24 **SUPPORT ARREARS; FOR PLAINTIFF TO SHARE IN MEDICAL**
25 **COSTS FOR CHILD; FOR ATTORNEY'S FEES AND ALL OTHER**
26 **RELATED RELIEF**

27 COMES NOW, Defendant, NECHOLE GARCIA, by and through his
28 attorney, ROBERT BLAU, ESQ., of the law firm ROSENBLUM LAW
OFFICES, *unbundled*, and hereby brings This Defendant's Opposition To

1 Plaintiff's Amended Motion For Custody, Child Support And Other And
2 Countermotion For Immediate Return Of Child; For Primary Physical Custody;
3 Child Support And Child Support Arrears; For Plaintiff To Share In Medical
4 Costs For Child; For Attorney's Fees And All Other Related Relief.

5 This Opposition is made and based upon all of the papers and pleadings on
6 file herein, the following Memorandum of Points and Authorities, submitted
7 herewith, and any argument which may adduced at the time of hearing.
8

9 DATED this 18th day of August 2020.

10
11 ROSENBLUM LAW OFFICES
12

13 By: /s/ Robert Blau, Esq.
14 MOLLY S. ROSENBLUM, ESQ.
15 Nevada Bar # 008242
16 ROBERT BLAU, ESQ.
17 Nevada Bar #10857
18 7375 S Pecos Rd., Ste 101
19 Las Vegas, NV 89120
20 Attorneys for Defendant
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MEMORANDUM OF POINTS AND AUTHORITIES

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EDCR 5.50 STATEMENT

Pursuant to EDCR 5.501, the moving party, Eugene, introduced below, must include a statement as to efforts made by the moving party to resolve the issues herein prior to filing this motion. Eugene failed to include a statement thereof, and as such, this Court can consider imposing sanctions if the court determines issues herein could have been resolved.

I.

STATEMENT OF FACTS

For the purposes of factual background, the parties to this case are Defendant NECHOLE GARCIA (hereinafter "Nechole") and Plaintiff EVGENY SHAPIRO (hereinafter "Eugene"). The parties are not married but their union produced one minor child born at issue of their relationship, to wit: AVA GARCIA-SHAPIRO (hereinafter "Ava"), a toddler, born on September 26, 2018.

The parties never resided together. Further, from Ava's birth, until approximately 8 days ago, Eugene never enjoyed, nor requested, an overnight with Ava. Although he tangentially had contact with their child, both parties knew and readily accepted that Nechole would be the parent the child lived with, and Eugene never showed much interest.

When he did exercise visitation, Eugene spent the vast majority of his time at Nechole's house, because his house was small and cramped. Eugene's house is approximately 1000 square feet and has 2 bedrooms and a small practice room that is filled with musical equipment and a 3-D printer.

1 Despite his home's small size, Eugene's elderly father and mother (both in
2 their 80's) live with him. Eugene's mother sleeps in the living room, his father
3 sleeps in one bedroom, and Eugene sleeps in the other bedroom.

4 Eugene also has 2 adolescent sons (ages 10 and 12) who visit him every
5 other weekend.¹ When Eugene's sons visit, they do not have their own room, or
6 their own beds. Instead, they all sleep in Eugene's room and bed. There is no
7 suitable place for Eugene's sons, let alone a place for Ava to sleep when they are
8 at his home together. Eugene told Nechole he planned on sharing the practice
9 room with his 2 sons, while Ava sleeps in his room. If Eugene goes forward with
10 this visitation plan, then his sons will have no suitable place to sleep. It bears
11 repeating however, that until last week, Eugene never, not once, requested, or
12 exercised a single overnight with Ava.

13 Eugene has also rarely provided any sort of financial support for Ava. He
14 has made only a handful of child support payments, and never even attempted to
15 share Ava's medical and insurance costs. Thus, besides being primary caregiver,
16 Nechole has also been Ava's sole financial provider.

17 After Ava became mobile in late 2019, Eugene refused to baby proof his
18 home because his elderly parents complained about the inconvenience and
19 hardship it caused. He continued to refuse even after Ava's pediatrician told him
20 and Nechole about its importance. After spending much time trying to convince
21 Eugene to baby proof, Nechole got Eugene to agree to limited babyproofing
22 during the short 2-4 hour periods Ava visited his home.
23

24
25
26
27 ¹ Eugene voluntarily agreed to his ex-wife having primary physical custody of his sons, with him
28 having visitation every other weekend. Upon information and belief, Eugene has never tried to modify
his custody agreement.

1 Even after Nechole ended their relationship at the beginning of July 2020,
2 she continued to allow Eugene to have visitation in her home for several weeks,
3 because his home was unsuitable. It was not fully baby proofed, nor did he have
4 safe place for Ava to sleep. During that time, Eugene never requested visitation
5 in his home, much less overnight visitation.

6 On July 30, 2020, Eugene suddenly informed Nechole that he had consulted
7 a lawyer and intended to seek joint physical custody of Ava. When Nechole
8 inquired about the fact that Eugene rarely provided any sort of financial help
9 during the past 22 months of Ava's life, Eugene replied with the hostile comment:
10 *"I paid you more than what she cost."* Nechole ultimately told Eugene that she
11 hoped the parties could reach an agreement regarding custody and visitation
12 without getting the courts involved, and asked Eugene to send her a proposed
13 visitation schedule. However, instead of trying to reach an agreement with
14 Nechole, Eugene promptly filed this court action.

15 Due to Eugene's increasing aggressiveness, on August 2, 2020, Nechole
16 informed him that she no longer felt comfortable allowing him unfettered access
17 to her home. She told Eugene that she wanted Ava to spend time with him, but
18 that he needed to fully baby proof his home and obtain appropriate sleeping
19 furniture if he intended to have Ava during her nap time.

20 Because Eugene had previously refused to baby proof his home (since he
21 almost never had Ava there), Nechole told Eugene she wanted to verify his home
22 was fully baby proofed. Eugene refused to let her examine the home and instead
23 he sent Nechole some photos of a few small sections of his home, claiming
24 *"everything is ready for Ava."* Eugene told Nechole he wanted visitation in his
25 home during the day on Tuesday and Thursday. Even though it is a small home,
26 Nechole told Eugene she wanted to be certain the house was entirely baby
27 proofed, and asked to see the home for herself.
28

1 However, over the next several days, Eugene stubbornly refused to verify
2 he fully baby proofed, and refused to allow Nechole access to the house. Nechole,
3 for her part, repeatedly explained to Eugene since Ava was becoming more
4 mobile, it was vital to make sure the home was safe for her. Finally, once Eugene
5 verified baby proofing in the remainder of his home, Nechole agreed to Eugene's
6 proposal of visitation during the day on Tuesday and Thursday. It bears repeating
7 that Eugene only requested very limited time when he and Nechole discussed
8 visitation.

9 However, once he obtained custody of Ava, Eugene ignored his own
10 agreement, and decided to keep Ava indefinitely, and denied Nechole any contact
11 with Ava up to this writing. Specifically, on Tuesday, August 11, 2020 Eugene
12 picked up Ava for a daytime visit to his home, as he had agreed with Nechole.
13 **During the pickup, Eugene expressly confirmed with Nechole that she would**
14 **pick up Ava from his home at the end of her workday.** However, at 3pm that
15 day, Eugene sent a text message to Nechole telling her that since he had not seen
16 Ava for "*several days*", he was going to keep Ava for two weeks to "*make up*"
17 the time he "*lost*". Nechole begged Eugene to think of the impact such an abrupt
18 and prolonged separation would have on Ava, but Eugene showed no regard for
19 the fact that Ava had not previously spent even a single overnight in his home.
20 Eugene, perhaps not even realizing that Ava was still nursing, made no plan to
21 administer breastmilk. Rather than showing any concern about Ava's well-being,
22 Eugene only expressed concern for himself.

24 Continuing to act in violation of his own agreement with Nechole, Eugene
25 stated he simply intends to keep Ava, and has refused to return Ava. Needless to
26 say, Eugene's shocking and completely unilateral actions have traumatized
27 Nechole. She certainly understands Eugene's desire to bond with Ava and spend
28 time with her, but in this case, Eugene's unilateral decision to rip Ava from

1 Nechole and keep her for weeks under false pretenses, without warning was
2 clearly traumatic for Ava as well as Nechole.

3 Nechole has begged Eugene to see or talk to Ava but Eugene refuses to
4 even let Nechole see Ava. After Nechole repeatedly reminded Eugene that Ava
5 still breastfed, Eugene simply demanded that Nechole pump instead of
6 breastfeeding Ava. Because Nechole loves Ava and is concerned for her well-
7 being, she agreed to pump milk for Ava. However, Eugene then refused to come
8 to Nechole's home to pick up the pumped breastmilk, and demanded that Nechole
9 deliver the milk to his home, drop it on his door step and leave without any contact
10 with Ava.

11 It bears repeating that prior to his unilateral action in keeping Ava, Eugene
12 had no real parent-child relationship with Ava for the first twenty-two months of
13 Ava's life. It was Nechole who cared for and provided for Ava. It was Nechole
14 who put Ava to sleep every night, got Ava up every day, changed her diapers,
15 made her doctor's appointments, fed her and cared for her when she cried. Eugene
16 was simply not interested in providing full-time care. Then one day out of the
17 blue, Eugene decided not only that he wanted equal time but that he would lie to
18 Nechole so that he could take Ava from the only home she has ever known with
19 no return date in sight.
20

21 It is evident that Eugene does not care about Ava or Ava's best interests.
22 Eugene is only interested in himself and what satisfies his needs in the moment.
23 Nechole remains concerned that Eugene's behavior has set a precedent that he
24 thinks he can do whatever he wants with Ava, whenever he wants. His attitude
25 and actions have caused a great deal of strain in the parties' relationship and
26 Nechole is reluctant to trust Eugene in the future. There is little doubt that this
27 Court *must* intervene immediately and resolve this matter in the short term to
28 prevent Eugene's duplicitous, nefarious, and selfish actions.

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II.

LEGAL ARGUMENT

**A. PLAINTIFF'S MOTION FOR CUSTODY SHOULD BE DENIED
AND NECHOLE'S STATUS AS PRIMARY PHYSICAL
CUSTODIAN SHOULD BE CONFIRMED**

The Nevada Supreme Court has consistently held that "in custody matters, the polestar for judicial decision is the best interest of the child". See NRS 125C.0035, and *Schwartz v. Schwartz*, 107 Nev. 378, 382. Moreover, NRS 125C.003(1) states that "A court may award primary physical custody to a parent if the court determines that joint physical custody is not in the best interest of a child."

This is an initial custody determination. As such, this Court must examine the factors listed in Nevada's best interest statute, NRS 125C.0035(4). In pertinent part, those factors, and Nechole's comments, are as follows:

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

Ava is not yet 2, and so cannot form an intelligent opinion as to her custody.

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

N/A

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

Prior to Eugene's aggressive seizure of Ava, he showed little or no interest in this child. Nechole has never thwarted any limited relationship Eugene wished to

1 have with Ava. However, distressingly, based on his behavior over the past 8 days,
2 Eugene has demonstrated that he is unlikely to allow Nechole to have frequent
3 association with Ava.

4
5 **(d) The level of conflict between the parents.**

6 Unfortunately, the level of conflict between the parties has increased greatly
7 since Eugene refused to return Ava when he promised he would.

8
9 **(e) The ability of the parents to cooperate to meet the needs of the**
10 **children.**

11 Again, unfortunately, Nechole now has serious doubts about the parties'
12 ability to cooperate to meet Ava's needs. Eugene's unilateral act has placed the idea
13 of coparenting in jeopardy.

14
15 **(f) The mental and physical health of the parents.**

16 Both parents are able to care for the minor children. As such, this is not
17 a factor in this instant matter.

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

19 Ava is a healthy child and thus far has met all of her developmental
20 milestones.

21
22 **(h) The nature of the relationship of the child with each parent.**

23 Ava is of course, closely bonded with Nechole. Since Eugene has had littler
24 contact with Ava until 8 days ago, she is not sure how their relationship is but she
25 hopes Ava will be bonded with Eugene.

26
27 **(i) The ability of the child to maintain a relationship with any sibling.**
28

1 Ava has her half-brothers through Eugene, but Nechole believes they have
2 only had very limited interaction.

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

5 Fortunately, there are no allegations of parental abuse or neglect.

6 (k) **Whether either parent or any other person seeking physical**
7 **custody has engaged in an act of domestic violence against the**
8 **child, a parent of the child or any other person residing with the**
9 **child.**

10 This section does not apply to these parties.

11 (l) **Whether either parent seeking custody has committed any act of**
12 **abduction against the child.**

13 Nechole is now deeply concerned that Eugene cannot be trusted to comply
14 with his own agreement concerning custody and visitation. She believes that he has
15 in fact, abducted Ava in violation of their verbal agreement.

16 The above factors, taken together, make it clear that Nechole has invested far,
17 far more of her life, love, resources, and devotion to raising Ava than Eugene has.
18 Nechole recognizes that Eugene has expressed a desire to become more bonded with
19 Ava and this can only benefit the child. However, clearly, Nechole is the parent who
20 has been singularly responsible for this child's wellbeing and happiness than
21 Eugene. This court should acknowledge this and award her primary physical custody
22 of Ava, with appropriate and generous visitation for Eugene.

24 **NRS 125C.003 Best interests of child: Primary physical custody;**
25 **presumptions; child born out of wedlock.**

26 1. A court may award primary physical custody to a parent if the
27 court determines that joint physical custody is not in the best interest of
28 a child. An award of joint physical custody is presumed not to be in the
best interest of the child if:

1 (a) The court determines by substantial evidence that a parent is
2 unable to adequately care for a minor child for at least 146 days of the
3 year;

4 The above referenced statute permits this Court to award primary physical
5 custody to Nechole if it determines that Eugene is “unable” to adequately care for
6 Ava for at least 146 days a year. Nechole posits that based on his past history, and
7 his complete lack of contact, interest or ever facilitating a relationship with Ava,
8 until 8 days ago, that Eugene is in fact, unable to care for Ava for the statutory
9 time period.

10 While there has been limited judicial interpretation of this 2015 statute, the
11 Supreme Court of Nevada did have the opportunity to interpret this provision in
12 the 2018 case *Faulkenburg v. Faulkenburg*, Supreme Court, Case No, 71572
13 (February 26, 2018). In *Faulkerburg*, the mother alleged that father had, in the
14 past, demonstrated that he was unable to care for the child for 146 days a year.
15 The Supreme Court noted that the reason for father’s absence was that he was
16 working out of state for most of the year after the child was born, but that his
17 subsequent relocation back to Las Vegas demonstrated his ability to care for the
18 child for the minimum time in the future. Here, however, Eugene does not have
19 the excuse of working out of state to rely on to explain to this Court why he has
20 failed to seek to have any sort of meaningful relationship with Ava since she was
21 born, until last week.

22
23 Nechole urges the court to consider the totality of Eugene’s behavior in
24 failing to seek any sort of relationship with Ava when considering whether he will
25 in fact care for this child at least 146 days per year. It is clear that Eugene has not
26 sought out or facilitated any sort of relationship prior to his sudden change of heart
27 last week. Nechole therefore urges this Court to deny his motion, and grant her
28 primary physical custody of Ava, with appropriate visitation to Eugene.

1 **B. CHILD SUPPORT SHOULD BE SET AT THE STATUTORY**
2 **AMOUNT, IN ACCORDANCE WITH AN AWARD OF PRIMARY**
3 **PHYSICAL CUSTODY TO NICHOLE**

4 In Nevada, child support is a basic calculation. As of February 1, 2020,
5 the child support laws in Nevada have changed, and NRS 125B.070 has been
6 amended and replaced by LCB File No. R183-18, now NRS Chapter 425, which
7 states, in pertinent part:

8 **Sec. 15.** Except as otherwise provided in section 16 of this regulation, the base
9 child support obligation of an obligor must be determined according to the
10 following schedule: 1. For one child, the sum of: (a) For the first \$6,000 of an
11 obligor's monthly gross income, 16 percent of such income; (b) For any portion
12 of an obligor's monthly gross income that is greater than \$6,000 and equal to or
13 less than \$10,000, 8 percent of such a portion; and (c) For any portion of an
14 obligor's monthly gross income that is greater than \$10,000, 4 percent of such a
15 portion. 2. For two children, the sum of: --10-- LCB Draft of Proposed
16 Regulation R183-18 (a) For the first \$6,000 of an obligor's monthly gross
17 income, 22 percent of such income; (b) For any portion of an obligor's monthly
18 gross income that is greater than \$6,000 and equal to or less than \$10,000, 11
19 percent of such a portion; and (c) For any portion of an obligor's monthly gross
20 income that is greater than \$10,000, 6 percent of such a portion. 3. For three
21 children, the sum of: (a) For the first \$6,000 of an obligor's monthly gross
22 income, 26 percent of such income; (b) For any portion of an obligor's monthly
23 gross income that is greater than \$6,000 and equal to or less than \$10,000, 13
24 percent of such a portion; and (c) For any portion of an obligor's monthly gross
25 income that is greater than \$10,000, 6 percent of such a portion. 4. For four
26 children, the sum of: (a) For the first \$6,000 of an obligor's monthly gross
27 income, 28 percent of such income; (b) For any portion of an obligor's monthly
28 gross income that is greater than \$6,000 and equal to or less than \$10,000, 14
29 percent of such a portion; and (c) For any portion of an obligor's monthly gross
30 income that is greater than \$10,000, 7 percent of such a portion. 5. For each
31 additional child, the sum of: (a) For the first \$6,000 of an obligor's monthly
32 gross income, an additional 2 percent of such income; (b) For any portion of an
33 obligor's monthly gross income that is greater than \$6,000 and equal to or less
34 than \$10,000, an additional 1 percent of such a portion; and --11-- LCB Draft of
35 Proposed Regulation R183-18 (c) For any portion of an obligor's monthly gross
36 income that is greater than \$10,000, an additional 0.5 percent of such a portion.

37 **Sec. 16.** 1. If the court determines that the total economic circumstances of an
38 obligor limit his or her ability to pay a child support obligation in the amount
39 determined pursuant to section 15 of this regulation, the child support obligation
40 must be established by using a low income schedule which is based on the

1 current federal poverty guidelines, as determined by the Secretary of Health and
2 Human Services, and which is published annually in the Federal Register. 2. If
3 the monthly gross income of an obligor is below the lowest level set forth in the
4 low income schedule, the court may establish an appropriate child support
5 obligation based on the total economic circumstances of the obligor, balancing
6 his or her need for self-support with the obligation to support his or her child. 3.
7 The low-income schedule must be published by the Administrative Office of the
8 Courts on or before March 31 of each year.

9 **Sec. 17.** 1. Any child support obligation may be adjusted by the court in
10 accordance with the specific needs of the child and the economic circumstances
11 of the parties based upon the following factors and specific findings of fact: (a)
12 Any special educational needs of the child; (b) The legal responsibility of the
13 parties for the support of others; (c) The value of services contributed by either
14 party; (d) Any public assistance paid to support the child; (e) The cost of
15 transportation of the child to and from visitation; (f) The relative income of both
16 households; --12-- LCB Draft of Proposed Regulation R183-18 (g) Any other
17 necessary expenses for the benefit of the child; and (h) The obligor's ability to
18 pay. 2. The court may include benefits received by a child pursuant to 42 U.S.C.
19 § 402(d) based on a parent's entitlement to federal disability or old-age insurance
20 benefits pursuant to 42 U.S.C. §§ 401 to 433, inclusive, in the parent's gross
21 income and adjust an obligor's child support obligation by subtracting the
22 amount of the child's benefit. In no case may this adjustment require an obligee
23 to reimburse an obligor for any portion of the child's benefit.

24 According to Eugene's FDF, although it is confusing, he currently earns
25 \$1770 per month gross monthly income. He claims he has twice the monthly
26 expenses as he earns but does not detail how he manages to pay out more than
27 double what he makes each month. In any event, according to his own FDF, if
28 Eugene is ordered to pay statutory child support, he will be obligated to pay
Nechole, 16% of said amount, or \$283.50 for child support.

**C. EUGENE SHOULD BE ORDERED TO PAY FOR A PORTION
OF OUT OF POCKET MEDICAL INSURANCE PREMIUM COSTS FOR
AVA, AND PREVIOUS MEDICAL EXPENSES ON BEHALF OF AVA**

25 Nechole currently provides health insurance for Ava, and she has monthly out
26 of pocket expenses for her premiums. Currently, Nechole pays \$78.78 out of pocket
27 each month for Ava, which means that Eugene should cover half of that monthly
28

1 cost for an additional payment to Nechole of \$39.39, for total monthly payments to
2 her of \$322.89.

3
4 Additionally, Nechole has expended considerable sums on medical related
5 costs for Ava, and for birthing expenses, and she reserves her right to seek
6 reimbursement of a portion of those costs from Eugene.

7 Nechole also reserves the right to seek constructive child support arrears from
8 Eugene for the benefit of Ava.

9
10 **D. NECHOLE SHOULD BE AWARDED ATTORNEY'S FEES
AND COSTS**

11
12 In Nevada, the district court may award attorney fees to either party. In this
13 case, Eugene did not seek to resolve the custody of Ava prior to filing his motion.
14 He also has kept Ava from Nechole, without any contact, in contravention of his
15 promise to her to return Ava after his requested visitation had ended. By doing
16 so, Eugene has unnecessarily and vexatiously added to the cost of this litigation.
17 Pursuant to EDCR 7.60 he should be sanctioned and ordered to pay Nechole
18 attorney's fees in the amount of three thousand five hundred dollars (\$3,500).

19 *Miller v. Wilfong*, 119 P.3d 727 (2005) addresses an award of attorney's
20 fees in family law cases. Furthermore, in considering an award of attorney's fees,
21 the trial court has discretion to determine the reasonableness of the request and in
22 exercising that discretion, the court must evaluate the factors set forth in *Brunzell*
23 *v. Golden Gate National Bank*, 85 Nev. 345 (1969). Under *Brunzell*, the Court
24 must consider various factors, including the qualities of the advocate, the character
25 and difficulty of the work performed, the work actually performed by the attorney,
26 and the result obtained. In the instant matter, counsel has been practicing law for
27 in Nevada for over 10 years. Counsel's practice is significantly centered in family
28

1 law. Counsel has litigated many matters to judgment and currently this firm has
2 over one hundred (100) active family law cases. Counsel makes a request for
3 attorney fees and costs in the amount of \$3,500.00.

4
5 **IV.**

6 **CONCLUSION**

7 On the basis of the facts and authority cited above, Nechole respectfully
8 requests that this Honorable Court deny Eugene's Motion entirely and grant her
9 Countermotion in its entirety.

10
11 DATED this 18th day of August 2020.

12
13 ROSENBLUM LAW OFFICES

14
15 By: /s/ Robert Blau, Esq.
16 MOLLY S. ROSENBLUM, ESQ.
17 Nevada Bar # 008242
18 ROBERT BLAU, ESQ.
19 Nevada Bar #10857
20 7375 S Pecos Rd, Suite 101
21 Las Vegas, Nevada 89120
22 Attorneys for Defendant
23
24
25
26
27
28

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

NECHOLE GARCIA, first being duly sworn, deposes and says:

That she is the Defendant in the above-entitled action; that she has read the above and foregoing OPPOSITION AND COUNTERMOTION and knows the contents thereof; and that the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes them to be true.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and accurate.

/s/ Nechole Garcia
NECHOLE GARCIA

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO

Plaintiff/Petitioner

v.

NECHOLE GARCIA

Defendant/Respondent

Case No. D-20-612006-C

Dept. N

**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**

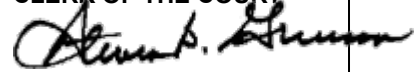
Party filing Motion/Opposition: NECHOLE GARCIA (DEFENDANT)

Date 8/18/2020

Signature of Party or Preparer

Claire Munoz

JA000061



1 **ROPP**
2 **ISSO & HUGHES LAW FIRM, LLC**
3 JENNIFER ISSO, ESQ.
4 Nevada Bar No. 13157
5 2470 St. Rose Parkway, #306f
6 Henderson, NV 89074
7 ji@issohugheslaw.com
8 (702) 434-4424
9 *Attorney for Plaintiff*

7 **DISTRICT COURT, FAMILY DIVISION**
8 **CLARK COUNTY, NEVADA**

9 EVGENY SHAPIRO,

10 Plaintiff,

11 vs.

12 NECHOLE GARCIA,

13 Defendant.

CASE NO.: D-20-612006-C

DEPT. NO.: N

DATE:

TIME:

**ORAL ARGUMENTS
REQUESTED: YES**

14 **PLAINTIFF'S REPLY AND OPPOSITION TO DEFENDANT'S OPPOSITION**
15 **TO AMENDED MOTION FOR CUSTODY, CHILD SUPPORT, AND OTHER**
16 **RELATED RELIEF**

17 COMES NOW Plaintiff, EVGENY SHAPIRO, by and through his attorney
18 JENNIFER ISSO, ESQ. of the ISSO & HUGHES LAW FIRM, and files this Reply in
19 support of Amended Motion for Custody, Child Support, Attorney's Fees and Costs
20 and Other Related Relief through which he requests that the relief requested in
21 Defendant's Opposition be denied in its entirety and through which he renews the
22 requests relief first set forth in his moving papers, to wit:

- 23 1. Awarding Plaintiff joint physical and joint legal custody of the child;
- 24 2. Awarding Plaintiff child support;
- 25 3. Awarding Plaintiff's attorney's fees and costs; and

4. An Order granting Plaintiff any further relief that this Court deems just and proper.

This Reply is made and based upon the papers and pleadings on file herein and the following Points and Authorities contained herein, the attached affidavit of the Plaintiff, the exhibits attached hereto, and any oral argument that the Court will entertain at the time of hearing.

DATED this 26th day of August 2020.

ISSO & HUGHES LAW FIRM, LLC

Respectfully submitted:

/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
ji@issohugheslaw.com
Attorney for Plaintiff

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 ***Facts in Opposition***

3 **I. FACTS AND ARGUMENTS**

4 Plaintiff, EVGENY SHAPIRO, (“Dad”) and Defendant were never married and
5 separated in July 2020. There is one minor child, the issue of their relationship, to wit:
6 Ava Garcia-Shapiro, born September 26, 2018.

7 **Dad’s Attempts to Resolve Before Filing: EDCR 5.501**

8 Prior to filing the Motion, Dad attempted to resolve the issue of custody with
9 Defendant. Dad mentioned this attempt as the communication the parties had on July
10 30, 2020. To be clear, on July 30, 2020, Dad informed Defendant that he had spoken to
11 an attorney but wanted to figure out a custodial arrangement and schedule that the
12 parties could work out without an attorney. Dad also expressed that he wanted child
13 support. Dad expressed that he wanted joint physical and joint legal custody. In this
14 communication, Dad proposed alternating every other week for the custodial
15 arrangement. Defendant denied this and countered with a ridiculous unreasonable
16 proposal that would impede Dad’s ability to form a meaningful relationship with the
17 child when she only offered two days visitation. Dad is NOT withholding the child
18 from the Defendant. In fact, counsel offered to put a schedule in place until the motion
19 hearing but there was no counteroffer or response from Defendant’s counsel. *See*
20 **“Exhibit 8”**. It appears that both Defendant and Defense Counsel are taking the
21 approach that “It’s my way or the highway”. There is no negotiations or compromise.
22 They refuse to enter into a reasonable agreement so they could continue with the story
23 line “Dad is keeping the child away from the Defendant”, which is absolutely false and
24 untrue to say the least.

25
26 Further, when Dad requested child support, Defendant told him that he would
27 have to take her to court for child support. Dad never said that he “paid more than what
28 she cost.” Def. Opp’n, 5:10.

1 On July 31, 2020, Dad emailed Defendant different options for proposals for the
2 custody arrangement. (Exhibit 1.) Defendant never responded to this email. Instead
3 she simply ignored Defendant.

4 On August 2, 2020, after Dad saw the child for twenty-five minutes at the park,
5 Defendant told Dad that she had changed the locks to her house and that he could not
6 come to her house to see the child. Further, Defendant made her unreasonable demands
7 to examine Dad's house before he could have the child there. Once Defendant told him
8 this and made these demands, Dad realized that resolving the issues outside of Court
9 and without an attorney would not occur. Therefore, Dad filed this matter and sought
10 Court intervention.

11 Contrary to Defendant's allegation that this was suddenly brought to
12 Defendant's attention, Dad and Defendant have discussed custody before. Def. Opp'n,
13 5:6. In fact, in December 2018, when the parties were having some issues in their
14 relationship, the parties had discussed joint custody of the child. And in September
15 2019, again when the parties were having some issues in their relationship, Defendant
16 had asked Dad what he wanted to do if they broke up and separated. Dad told
17 Defendant then that he wanted joint custody. Defendant then responded by telling Dad
18 that *she would never allow that*. Defendant's claim that she was blindsided and
19 surprised by the July 30, 2020 communication is ridiculous. Defendant has known
20 since December 2018 that Dad wanted joint physical custody and he attempted to
21 resolve this issue without court intervention with no avail.
22

23 **Dad's Relationship with the Child**

24 Defendant's baseless and fictitious allegation that Dad has never bonded with the
25 child is deeply hurtful and insulting. Def. Opp'n, 9:25. It is further harmful and hurtful
26 that Defendant lied that Dad has never shown much interest in the child. Def. Opp'n,
27 3:22. These statements are complete mischaracterizations and lies.
28

1 Dad has constantly pursued to be in the child's life and has been in the child's
2 life. Dad attended every prenatal appointment, every doctor's appointment, and was
3 there for the child's birth in the hospital. Dad changes her diapers, cooks and feeds the
4 child, reads to the child, teaches the child Russian, and plays guitar and piano for the
5 child to sing. Dad has constantly wanted to see the child more and during the
6 relationship, Dad ALWAYS wanted to MOVE IN with the child and Defendant. But
7 Defendant being a control freak has done anything and everything to keep Dad away
8 so she can have complete control over the child.

9 Dad wanted to sell his home once his parents were able to obtain subsidized
10 housing and then move in with the Defendant and child. Dad wanted a family together
11 under one roof. Dad wants to be with the child at all times.

12 When the parties were together, Dad used to watch the child. Specifically, the
13 Defendant permitted the child to be at Dad's home alone with Dad multiple of times
14 for extended periods of time. In fact, from March 2019, and specifically in January
15 2020 and up to June 2020, the child had frequently been over at Dad's house and
16 Defendant never had a problem with the child being there when she was at work. In
17 other words, when it was convenient for the Defendant.

18 Dad did not have tangential contact with the child. Def. Opp'n, 3:20. Dad would
19 be with the child for ten hours at a time. The only reason Dad would leave is because
20 Defendant asked him to leave. Dad has spent hours and hours with the child. However,
21 the Defendant works four days a week for 10 hour days so, it is she who has been
22 unable to bond or continue to bond with the child.

23 Defendant's claim that Dad only asked for Tuesday and Thursday visitation is
24 absolutely untrue. Def. Opp'n, 5:26. Dad insisted on week on and week off but
25 Defendant demanded that Dad is only permitted to see the child those days. See
26 (Exhibit 2).

27
28 **Defendant Restricting Dad's Ability to See the Child**

1 Defendant's contention that she has never thwarted Dad's relationship with the
2 child is a lie. Def. Opp'n, 8:28. From August 3, 2020 to August 10, 2020, Defendant
3 did not allow Dad to see the child. This is the Defendant again dictating when Dad
4 could see the child and without any disregard to the child or dad and their ability to
5 foster a relationship. This has become a pattern of behavior for Defendant where she
6 does not allow Dad to see the child. (Exhibit 3).

7 **August 11, 2020 Incident**

8 Dad has not ignored his intention of joint custody to keep the child indefinitely.
9 Def. Opp'n, 6:9-10. Dad had communicated Defendant that he would return the child
10 to her on August 24, 2020 at 7:10 a.m. Dad further told Defendant that they should
11 alternate every week and Defendant agreed to this arrangement. However, Defendant
12 and Defendant's counsel failed to respond. See email from counsel "Exhibit 8".

13 Further, In May 2020, Defendant had told Dad that she was done breastfeeding.
14 However, once Dad learned that she was still breastfeeding, he offered to meet the
15 Defendant to pick up breastmilk. Defendant however refused to meet the Dad halfway
16 and demanded that he pick up the breastmilk daily from in front of her front door.
17 Defendant refused to meet the Dad halfway to give the child breastmilk. This shows
18 that Defendant is only concerned about being in charge of the situation and when she
19 doesn't get her way. Dad offered several options to arrange a way for him to
20 administer breastmilk to the child when he had custody. Dad had offered to meet the
21 Defendant to meet and give him the milk, but this was refused and denied by the
22 defendant.
23

24 **Dad's Financial Contributions for the Child**

25 It is fiction that Dad has rarely provided any financial help for the child. Def.
26 Opp'n, 5:8. It is also untrue that Dad has never attempted to share the medical costs for
27 the child. Def. Opp'n, 4:14-15.
28

1 When the child was born and had the acid reflux problem, Dad was the one that
2 bought the medicine for six months. (Exhibit 4). Dad has approximately spent \$759 for
3 the medical costs relating to the child.

4 Nine days before the child was born, Dad provided Defendant a check for
5 \$2,000 to help cover the costs of the child's birth. Since the child was born, Dad has
6 provided approximately \$6,945 to Defendant for the child in checks. Dad believes that
7 he has provided more in cash to Defendant for their child. On June 22, 2020, Dad
8 provided a check to Defendant for \$1,900 but Defendant refused to cash it and returned
9 it. (Exhibit 5).

10 Dad's Home

11 Defendant has misrepresented and lied about Dad's home. Def. Opp'n, 3:25-
12 4:10. Dad's home has three bedrooms, the third is a converted bedroom that does
13 house his musical equipment but also serves as a bedroom for his sons when he has
14 custody. His sons have the third bedroom and have their own beds. They do not sleep
15 in Dad's room or in his bed. The paternal grandparents sleep in the second bedroom.
16 Dad has the master bedroom and has a separate bed/crib for the child to sleep in.
17 (Exhibit 2). Dad is not going to share his third bedroom with his sons when the child
18 stays with him.

19 Baby Proofing

20 Defendant's contention that Dad refused to baby proof his home in late 2019
21 and after the pediatrician told him to is a flat out lie. Def. Opp'n, 4:18-23. Dad began
22 babyproofing in June 2019 and after the pediatrician appointment in March 2020, Dad
23 began to babyproof the house as is recommended for the child's age. Dad even texted
24 mom photos of the baby proofing. Furthermore, Dad does not have any problems with
25 paternal grandparents.
26

27 Dad's Care about the Child's Best Interests

28

1 Dad is deeply concerned and vested in having the child's best interests served.
2 Def. Opp'n, 7:21-22. Dad does not believe that he can do whatever he wants with the
3 child. Def. Opp'n, 7:24. Dad wants the best situation and custody schedule for the
4 child as she grows up and develops. Dad is not acting to be duplicitous, nefarious, or
5 selfish. Def. Opp'n, 7:28. Dad wants both parents in the child's life and for both to
6 develop meaningful relationships with the child.

7 II. LEGAL ARGUMENTS

8 *Reply and Opposition*

9 A. Dad should be awarded joint physical custody and joint legal custody 10 of the child.

11 The sole consideration of the court child custody decisions is the best interest of
12 the child. *Sims v. Sims*, 109 Nev. 1146, 1148, 865 P.2d 328, 330 (1993).

13 NRS 125C.002(1) provides that the Court may award joint legal custody when it
14 is in the best interests of the child.

15 Additionally, NRS 125C.0035(1) provides that the Court's sole consideration in
16 determining physical custody of the minor child is the best interests for the child. In
17 determining the best interest of a minor child, this Court should use the factors set forth
18 in NRS 125C.0035(4):

- 19 a) The wishes of the child if the child is of sufficient age and capacity to form an
20 intelligent preferences as to his or her custody.
- 21 b) Any nomination of a guardian for the child by the parent.
- 22 c) Which parent is more likely to allow the child to have frequent associations
23 and a continuing relationship with the noncustodial parent.
- 24 d) The level of conflict between the parents.
- 25 e) The ability of the parents to cooperate to meet the needs of the child.
- 26 f) The mental and physical health of the parents.
- 27 g) The physical, developmental, and emotional needs of the child.
- 28 h) The nature of the relationship of the child with each parent.
- i) The ability of the child to maintain a relationship with any sibling.
- j) Any history of parental abuse or neglect of the child or a sibling of the child.

- 1 k) Whether either parent or any other person seeking custody has engaged in an
2 act of domestic violence against the child, a parent of the child or any other
3 person residing with the child.
4 l) Whether either parent or any other person seeking custody has committed any
5 act of abduction against the child or any other child.

6 **B. Dad should be awarded child support**

7 Pursuant to NAC 425.140, the relevant part provides as follows:

8 Except as otherwise provided in [NAC 425.145](#), the base child support obligation of an
9 obligor must be determined according to the following schedule:

10 1. For one child, the sum of:

11 (a) For the first \$6,000 of an obligor's monthly gross income, 16 percent of such
12 income;

13 (b) For any portion of an obligor's monthly gross income that is greater than
14 \$6,000 and equal to or less than \$10,000, 8 percent of such a portion; and

15 (c) For any portion of an obligor's monthly gross income that is greater than
16 \$10,000, 4 percent of such a portion.

17 Defendant should not be awarded reimbursement for medical costs for the child or
18 for birthing expenses. Dad has already paid for these expenses through the checks and
19 other financial statements he has included. Def. Opp'n, 14: 3-6.

20 Neither should Defendant be awarded constructive child support arrears. Dad has
21 been paying Defendant and caring for the child since the child's birth.

22 **C. Dad should be awarded attorney's fees and costs**

23 Pursuant to NRS 18.010, when the prevailing party has not recovered more than
24 \$20,000 or if the court finds that the opposing party was brought maintained without
25 reasonable grounds, the court shall liberally construe the provisions of this paragraph in
26 favor of awarding attorney's fees. Further, the court has discretion when allowing costs.
27 A prevailing party's costs may be allowed and may be apportioned between the parties.
28 See NRS 18.050. Dad is requesting that Defendant pay his reasonable attorney's fees
and costs.

Pursuant to *Bruznell, v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), there are four (4) primary considerations set as forth in *Bruznell*:

- 1) The qualities of the advocate: ability, training, education, experience, professional outstanding 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; 4) The expected outcome.

The undersigned counsel has been practicing for over 4 years. She graduated from Boyd School of Law in 2013. She has extensive background in handling family law cases including divorce, child custody and asset division. She further has experience handling personal injury, bankruptcy and criminal defense matters. Prior to her Law career, she worked as an education with a B.S. in Elementary Education with an emphasis in Middle School Math and Science from Oakland University and Wayne State University in Michigan. This is a high conflict custody case where custody and visitation are at stake. The undersigned has performed a wealth of work on this matter, reviewing the previous rulings and orders and analyzing the facts and law to form the proper arguments. Dad expects to be awarded joint physical and joint legal custody.

III. CONCLUSION

Based on the foregoing, it is clear that it is in the child's best interests that Dad is awarded joint physical and joint legal custody. Further, Dad should be awarded child support. Finally, Dad should be awarded his attorney's fees and costs.

DATED this 26th day of August 2020

Respectfully submitted:

ISSO & HUGHES LAW FIRM, LLC

/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
Attorney for *Plaintiff*

DECLARATION OF EVGENY SHAPIRO

COMES NOW, EVEGNY SHAPIRO, and under penalty of perjury declares as follows:

1. That I am the Plaintiff in the above-captioned matter.
2. That I have read the contents of the foregoing Reply and Opposition, and that I am competent to testify as to the matters set forth herein based on my own knowledge except to those matters stated upon information and belief.
3. That those facts as set forth in this Reply and Opposition are true and correct to the best of my knowledge and are incorporated by reference as though fully set forth herein so as not to submit duplicative content to this Court.
4. That I am requesting joint physical and joint legal custody. I am requesting child support. I am requesting attorney's fees and costs.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED this 26th day of August 2020.

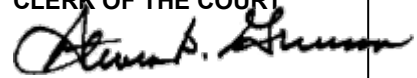
/s/ Evgeny Shapiro
EVGENY SHAPIRO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 26th day of August, 2020, I did serve a true and correct copy of the foregoing **Reply and Opposition and Exhibits** by e-service in accordance with the Master Service List, pursuant to NEFCR 9 addressed as follows, to:

Molly Rosenblum, Esq.
staff@rosenblumlawlv.com

/s/ Rachael Gonzales
An Employee of ISSO & HUGHES



1 **EXHS**
2 **ISSO & HUGHES FIRM, LLC**
3 JENNIFER ISSO, ESQ.
4 Nevada Bar No. 13157
5 ji@issohugheslaw.com
6 2470 Saint Rose Parkway, #306f
7 Henderson, NV 89074
8 Phone: (702) 434-4424
9 *Attorneys for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

8 EVGENY SHAPIRO

9 Plaintiff,

Case No.: D-20-612006-C

10 vs.

Dept. No.: N

11 NECHOLE GARCIA,

12 Defendant.

13
14 **PLAINTIFF'S EXHIBITS IN SUPPORT OF PLAINTIFF'S REPLY AND**
15 **OPPOSITION**

16 COMES NOW Plaintiff, EVGENY SHAPIRO, by and through his
17 attorney JENNIFER ISSO, ESQ. of the ISSO & HUGHES, and hereby submits
18 the following Exhibits in support of **MOTION FOR JOINT CUSTODY,**
19 **CHILD SUPPORT, ATTORNEY'S FEES AND COSTS, AND OTHER**
20 **RELATED RELIEF.** Plaintiff understands that the Exhibits are not considered
21 substantive evidence in Plaintiff's Case until formally admitted into evidence.

22 **Table of Contents:**

- 23 1. **"Exhibit 1" (PL001- PL003)** Plaintiff's email to Defendant about
24 custody schedule.
25 2. **"Exhibit 2" (PL005)** Text messages between the parties about
26 Tuesday/Thursday schedule.
27
28

3. **“Exhibit 3” (PL007-PL0034)** Text messages between the parties relating to Plaintiff trying to schedule time to see the child.
4. **“Exhibit 4” (PL0036-PL0062)** Plaintiff’s financial statements relating to medical expenses and costs he has paid for.
5. **“Exhibit 5” (PL0064-PL0081)** Plaintiff’s documentation of checks he has provided to Defendant.
6. **“Exhibit 6” (PL0083)** Picture of the child’s separate bed at Plaintiff’s home.
7. **“Exhibit 7” (PL0085)** Pictures relating to Plaintiff babyproofing his home.

DATED this 26th day of August 2020.

Respectfully submitted:
ISSO & HUGHES LAW FIRM, LLC
/s/ Jennifer Issso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157

EXHIBIT 1



shapiroproject <sp.eugene@gmail.com>

(no subject)

1 message

Eugene <sp.eugene@gmail.com>
 To: nechole garcia <nechole@gmail.com>

Fri, Jul 31, 2020 at 8:06 PM

Hi Nechole,

here are two possible schedules for Ava:

Schedule A

Week 1:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nechole	Nechole	Eugene	Eugene	Nechole	Nechole	Nechole

Week 2:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Eugene	Eugene	Nechole	Nechole	Eugene	Eugene	Nechole: 8 am to 1 pm Eugene: 1 pm and on

Week 3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nechole	Nechole	Eugene	Eugene	Nechole	Nechole	Nechole

Week 4:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Eugene	Eugene	Nechole	Nechole	Eugene	Eugene	Nechole: 8 am to 1 pm Eugene: 1 pm and on

I will also bring Ava to you for an overnight stay on my weekends if I have a night gig.

Schedule B:

Week 1:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Eugene	Eugene	Eugene	Nechole	Nechole	Nechole	Nechole

Week 2:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Eugene	Eugene	Eugene	Eugene	Nechole	Nechole	Nechole

Week 3:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Eugene	Eugene	Eugene	Nechole	Nechole	Nechole	Nechole

Week 4:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Eugene	Eugene	Eugene	Eugene	Nechole	Nechole	Nechole

There will be, of course a transitional period to any schedule,

Eugene

JA0000078

EXHIBIT 2



Nechole



Nechole,

I am happy to see
Ava on Tuesday and
Thursday, but I am
ultimately seeking
week on week off
schedule.

I will never agree
to just Tuesdays/
Thursdays or just
week days.

Its clear we're not
going to agree on a
permanent schedule



Text mess...



JAOO0085

EXHIBIT 3



Nechole



Good morning.
Can I stop by to see
you guys today?

Sigh. You just spent
4 days in a row with
Ava, while I didn't
get any quality time
with her those days
because I worked 10
hours a day. I'm too
exhausted to spend
time with you, and
would like my chance
to have quality time
with Ava so no



Text
message





Nechole



Have fun!

I respectfully ask to see Ava today at a time that works for you. I will work with whatever you have on your schedule. I miss Ava very much and I would like to spend time with her.

You just saw Ava yesterday, and see her almost every day.



Text
message



JA000084



Nechole



me if I was OK with seeing all 3 of you for a second day in a row, or arranging something we're all of us got together again. Instead, you're acting passive aggressive and expecting me to pull the information out of you and volunteer my time and energy with all of you. I'm not doing it, any of it.



Text
message



JAOO0089



Nechole



Good morning.
Please let me know
when I can see Ava.

What about your
boys? Will you be
bringing them with
you or leaving them
behind?



They said they'd like
to see Ava too.

This routine that you
do every Sunday you



Text
message



JAO00036



Nechole



Ok

I'm going to miss you guys. ❤️❤️

Actually I don't feel up to having you come over or meeting you either so it wasn't happening today regardless.



Ok.

47 min • SMS



Text
message



JAO00087



33%



10:47 PM



Nechole



I'm sorry! Hope you
feel better soon.
Okay, see you at 1.

Actually, I really don't
feel up to having you
over, and don't think I
should have to when
you spent all day
with Ava yesterday,
and will see her all
day tomorrow. So
nevermind, we'll just
see you tomorrow.



Text
message



JAO00032



← Nechole



Wednesday • 10:04 AM

Good morning honey.



Happy New Year! 🎆

How are you feeling?

Wednesday • 11:31 AM



Happy New year! I'm feeling the same.



If you want to see Ava today, you can come over around 1.

I'm sorry I can't



Text
message



JA000039



← Nechole



Wednesday • 10:04 AM

Good morning honey.



Happy New Year! 🎆

How are you feeling?

Wednesday • 11:31 AM



Happy New year! I'm feeling the same.



If you want to see Ava today, you can come over around 1.

I'm sorry I can't see you



Text
message



JA000090



33%



10:47 PM



Nechole



I'm sorry! Hope you
feel better soon.
Okay, see you at 1.

Actually, I really don't
feel up to having you
over, and don't think I
should have to when
you spent all day
with Ava yesterday,
and will see her all
day tomorrow. So
nevermind, we'll just
see you tomorrow.



Text
message



JAO00095



33% 10:47 PM



Nechole



feel better soon.

Okay, see you at 1.

Actually, I really don't feel up to having you over, and don't think I should have to when you spent all day with Ava yesterday, and will see her all day tomorrow. So nevermind, we'll just see you tomorrow.



Ok.



Text
message



JAO00092



Nechole



Ok

I'm going to miss you guys. ❤️❤️

Actually I don't feel up to having you come over or meeting you either so it wasn't happening today regardless.



Ok.

47 min • SMS



Text
message



JAO00093



Nechole



Good morning.
Please let me know
when I can stop by
and see Ava.

Not today, I need a
break. Don't you have
your boys today?
Focus on them
instead of leaving
them to come over
here.



Now

Yes, please!

Yes, I do 👍

Yes



Text
message



9:40 AM



Nechole



Good morning.
Please let me know
when I can see Ava.

What about your
boys? Will you be
bringing them with
you or leaving them
behind?



They said they'd like
to see Ava too.

This routine that you
do every Sunday you



Text
message



JA000099



Nechole



This routine that you do every Sunday you have your boys isn't gonna work. You should have already known whether you were going to visit Ava alone and leave your boys behind. You also should have shown regard for me and asked me if I was OK with seeing all 3 of you for a second day in a row, or arranging



Text
message



JAO00026



Nechole



me if I was OK with seeing all 3 of you for a second day in a row, or arranging something we're all of us got together again. Instead, you're acting passive aggressive and expecting me to pull the information out of you and volunteer my time and energy with all of you. I'm not doing it, any of it.



Text
message



JAO00027



Nechole



Btw, the fact that they want to come with you tells me that they're not OK with you leaving them behind, but that doesn't seem to be a consideration of yours. Enjoy your day with your boys.



I would like to see Ava on my own today. Let me know when it is convenient



Text
message



JAO00028



Nechole



I would like to see Ava on my own today. Let me know when it is convenient for you.



Enjoy your day with your boys. 😊

I am enjoying my day with my boys. I would also like to see my daughter. I am respectfully asking to see her at a time that



Text
message



JAO00029



Nechole



I am enjoying my day with my boys. I would also like to see my daughter. I am respectfully asking to see her at a time that is convenient for you.



Have fun!

I respectfully ask to see Ava today at a time that works for you. I will work with whatever you have on your schedule. I



Text
message



JA000000



Nechole



Have fun!

I respectfully ask to see Ava today at a time that works for you. I will work with whatever you have on your schedule. I miss Ava very much and I would like to spend time with her.

You just saw Ava yesterday, and see her almost every day.



Text
message



JA000025



Nechole



You just saw Ava yesterday, and see her almost every day. I go out of my way to accommodate you and foster a father daughter relationship. Like yesterday, when I hosted you and your sons at my house, and even spent time with them and Ava alone while you were gone. You only see your boys a few days



Text
message



JAO001022



Nechole



relationship. Like yesterday, when I hosted you and your sons at my house, and even spent time with them and Ava alone while you were gone. You only see your boys a few days a month. And you have told me, and I have seen, that they are bothered by you leaving them to come see Ava. Furthermore,



Text
message



JAO001023



Nechole



Ava. Furthermore, you are showing extreme disrespect for me and my time expecting me to drop everything I'm doing or rearrange my schedule to accommodate you and your boys. I'm not doing that today. I will no longer be responding to these texts today. You should be mindful that repeatedly



Text
message



JAO 00024



Nechole



harassment. Get off the phone and enjoy your limited time with your sons.

I am not interested in arguing. I respect your schedule and am flexible with mine to accommodate yours. All I'm asking is the opportunity to see Ava whenever it is convenient for you today.



Text
message



JAN 01 2025



Nechole



Dear Nechole,

I have a lot of respect and admiration for you. I am able to adjust my schedule instantly most of the time to accommodate yours. I texted you early in the morning asking to see Ava today. Please give me a chance to see Ava whenever it is convenient for you.



Text
message



JAO00106



Nechole



I have a lot of respect and admiration for you. I am able to adjust my schedule instantly most of the time to accommodate yours. I texted you early in the morning asking to see Ava today. Please give me a chance to see Ava whenever it is convenient for you. Thank you!

11:19 AM • SMS



Text
message



JAO001037



Nechole



Good morning.
Can I stop by to see
you guys today?

Sigh. You just spent
4 days in a row with
Ava, while I didn't
get any quality time
with her those days
because I worked 10
hours a day. I'm too
exhausted to spend
time with you, and
would like my chance
to have quality time
with Ava so no



Text
message



← Nechole    

Sign. You just spent 4 days in a row with Ava, while I didn't get any quality time with her those days because I worked 10 hours a day. I'm too exhausted to spend time with you, and would like my chance to have quality time with Ava, so no. Btw, this is the response you'll get EVERY Friday you ask me. I can keep this in as long as you



Text
message



JAO00039



Nechole



Ava, while I didn't get any quality time with her those days because I worked 10 hours a day. I'm too exhausted to spend time with you, and would like my chance to have quality time with Ava, so no. Btw, this is the response you'll get EVERY Friday you ask me. I can keep this up as long as you can...



Text
message



JAO00030

EXHIBIT 4

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Totals by Category

Category	Amount
Merchand se	\$9,303.51
Serv ces	\$2,222.29
Hea th Care	\$1,638.05
Veh c e Serv ces	\$1,550.73
Restaurants	\$566.42
Organ zat ons	\$82.55
Enterta nment	\$74.19
Other Trave	\$6.00
Total	\$ 15,443.74

Total by Month

Month	Amount
January	\$ 1,546.28
February	\$ 1,374.56
March	\$ 1,556.01
Apr	\$ 761.66
May	\$ 1,353.14
June	\$ 753.38
Ju y	\$ 1,313.94
August	\$ 888.03
September	\$ 1,493.31
October	\$ 1,086.89
November	\$ 1,667.59
December	\$ 1,648.95
Total	\$15,443.74

EVGENY I SHAPIRO

Entertainment

Date	Description	Amount	Notes
Nov 16 2019	REDBOX *DVD RENTAL OAKBROOK TER L	\$1 95	
Aug 24 2019	CENTURY THEATRES 414 HENDERSON NV	\$15 00	
Jun 01 2019	LAS VEGAS NATURAL H ST LAS VEGAS NV	\$12 00	
May 29 2019	GAMESTOP #5515 HENDERSON NV	\$3 24	
May 26 2019	CENTURY THEATRES 414 HENDERSON NV	\$15 00	
May 05 2019	LAS VEGAS NATURAL H ST LAS VEGAS NV	\$12 00	
Jan 06 2019	CENTURY THEATRES 414 HENDERSON NV	\$15 00	
Subtotal		\$74.19	

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Health Care

Date	Description	Amount	Notes
Dec 18 2019	ANTHEM PED ATR C DENT HENDERSON NV	\$81 60	
Oct 09 2019	SUNSET PROFESS ONALD LAS VEGAS NV	\$75 00	
Sep 27 2019	BELLAVUE MED CAL LAS VEGAS NV	\$95 00	
Sep 03 2019	MEADOWS RET NA HENDERSON NV	\$193 90	
Aug 02 2019	WALGREENS #7164 HENDERSON NV	\$36 47	
Jun 09 2019	CVS/PHARMACY #06717 HENDERSON NV	\$71 22	
May 22 2019	BELLAVUE MED CAL LAS VEGAS NV	\$95 00	
May 01 2019	CVS/PHARMACY #06717 HENDERSON NV	\$71 22	
Mar 20 2019	SUNSET PROFESS ONALD LAS VEGAS NV	\$78 00	
Mar 13 2019	CVS/PHARMACY #06717 HENDERSON NV	\$71 22	
Feb 27 2019	SUNSET PROFESS ONALD LAS VEGAS NV	\$201 00	
Feb 18 2019	SOLUT ONS SPEC ALTY PH LAS VEGAS NV	\$34 50	
Feb 12 2019	CVS/PHARMACY #06717 HENDERSON NV	\$74 46	
Feb 12 2019	PREM UMCARE8009618146 8009618146 PAN	\$148 00	
Jan 14 2019	CVS/PHARMACY #06717 HENDERSON NV	\$74 46	
Jan 09 2019	SOUTHERN NV HEALTH D S 7027591000 NV	\$22 00	
Jan 09 2019	NV EYE SURGERY HENDERSON NV	\$215 00	
Subtotal		\$1,638.05	

Merchandise

Date	Description	Amount	Notes
Dec 29 2019	WAL MART #2050 HENDERSON NV	\$2 57	
Dec 29 2019	WAL MART #2050 HENDERSON NV	\$27 36	
Dec 28 2019	WM SUPERCENTER #2050 HENDERSON NV	\$20 44	
Dec 27 2019	C T BANK COND T ONAL CRED T FOR D SPUTE	\$4 27	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Dec 27 2019	WM SUPERCENTER #2050 HENDERSON NV	\$4 27	
Dec 27 2019	WAL MART #2050 HENDERSON NV	\$14 85	
Dec 26 2019	WAL MART #2050 HENDERSON NV	\$5 76	
Dec 26 2019	WM SUPERCENTER #2050 HENDERSON NV	\$7 45	
Dec 26 2019	99 CENTS ONLY STORES # HENDERSON NV	\$17 17	
Dec 26 2019	WM SUPERCENTER #2050 HENDERSON NV	\$96 88	
Dec 25 2019	C T BANK COND T ONAL CRED T FOR D SPUTE	\$4 99	
Dec 25 2019	PP*GOOGLE EN GMA D G T 4029357733 CA	\$4 99	
Dec 24 2019	WM SUPERCENTER #2050 HENDERSON NV	\$2 00	
Dec 24 2019	LOWES #01537* HENDERSON NV	\$13 79	
Dec 24 2019	WAL MART #2050 HENDERSON NV	\$26 62	
Dec 22 2019	LEES D SCOUNT L QUOR 1 HENDERSON NV	\$8 65	
Dec 20 2019	WM SUPERCENTER #2050 HENDERSON NV	\$19 24	
Dec 19 2019	99 CENTS ONLY STORES # HENDERSON NV	\$22 49	
Dec 19 2019	WM SUPERCENTER #2050 HENDERSON NV	\$85 38	
Dec 18 2019	99 CENTS ONLY STORES # HENDERSON NV	\$2 17	
Dec 18 2019	WM SUPERCENTER #2838 HENDERSON NV	\$3 22	
Dec 16 2019	WM SUPERCENTER #2050 HENDERSON NV	\$5 26	
Dec 15 2019	WM SUPERCENTER #2050 HENDERSON NV	\$2 98	
Dec 14 2019	AMAZON COM AMZN COM/B AMZN COM/B LL WA	\$5 40	
Dec 14 2019	SM THS FOOD #4381 HENDERSON NV	\$1 00	
Dec 14 2019	WAL MART #2050 HENDERSON NV	\$19 46	
Dec 13 2019	C T BANK COND T ONAL CRED T FOR D SPUTE	\$2 99	
Dec 13 2019	WAL MART #2050 HENDERSON NV	\$5 88	
Dec 13 2019	PP*GOOGLE ROBLOX 4029357733 CA	\$4 99	
Dec 13 2019	PP*GOOGLE ROBLOX 4029357733 CA	\$4 99	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Dec 13 2019	PAYPAL *EBAY MARLARAMO 4029357733 CA	\$9 69	
Dec 12 2019	PAYPAL *MONOPR CE 4029357733 CA	\$10 00	
Dec 12 2019	99 CENTS ONLY STORES # HENDERSON NV	\$29 95	
Dec 12 2019	WAL MART #2050 HENDERSON NV	\$82 02	
Dec 11 2019	PAYPAL *ACERRECER 4029357733 TX	\$279 99	
Dec 10 2019	WM SUPERCENTER #2838 HENDERSON NV	\$2 72	
Dec 07 2019	SM THS FOOD #4381 HENDERSON NV	\$2 00	
Dec 07 2019	WAL MART #2050 HENDERSON NV	\$12 25	
Dec 06 2019	WAL MART #2050 HENDERSON NV	\$33 32	
Dec 06 2019	WM SUPERCENTER #2050 HENDERSON NV	\$50 86	
Dec 06 2019	MARSHALLS #1071 HENDERSON NV	\$60 05	
Dec 06 2019	ROSS STORES #1287 HENDERSON NV	\$41 35	
Dec 05 2019	99 CENTS ONLY STORES # HENDERSON NV	\$21 20	
Dec 05 2019	WM SUPERCENTER #2050 HENDERSON NV	\$86 48	
Dec 02 2019	AMZN Mktp US*D49V81 U3 Amzn com/bill WA	\$6 63	
Dec 01 2019	99 CENTS ONLY STORES # HENDERSON NV	\$3 25	
Dec 01 2019	PAYPAL *T MEP ECECO 4029357733 NY	\$177 98	
Nov 29 2019	PAYPAL *WALMART COM 4029357733 CA	\$8 62	
Nov 29 2019	WAL MART #2050 HENDERSON NV	\$9 68	
Nov 29 2019	PAYPAL *EBAY BETSYBRES 4029357733 CA	\$14 85	
Nov 28 2019	AMAZON COM*H81LK1DA3 A AMZN COM/B LL WA	\$59 51	
Nov 27 2019	99 CENTS ONLY STORES # HENDERSON NV	\$17 81	
Nov 27 2019	WAL MART #2050 HENDERSON NV	\$80 90	
Nov 26 2019	PAYPAL *MONOPR CE 4029357733 CA	\$162 36	
Nov 25 2019	PAYPAL *WALMART COM 4029357733 CA	\$7 45	
Nov 23 2019	ALBERTSONS 3206 HENDERSON NV	\$5 00	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Nov 23 2019	WAL MART #2050 HENDERSON NV	\$33 47	
Nov 21 2019	99 CENTS ONLY STORES # HENDERSON NV	\$18 32	
Nov 21 2019	WAL MART #2050 HENDERSON NV	\$68 96	
Nov 17 2019	WM SUPERCENTER #2050 HENDERSON NV	\$4 96	
Nov 16 2019	WAL MART #2050 HENDERSON NV	\$14 23	
Nov 15 2019	PAYPAL *ZALES 4029357733 TX	\$194 84	
Nov 15 2019	99 CENTS ONLY STORES # HENDERSON NV	\$8 98	
Nov 14 2019	SM THS FOOD #4381 HENDERSON NV	\$1 99	
Nov 14 2019	99 CENTS ONLY STORES # HENDERSON NV	\$21 42	
Nov 14 2019	WAL MART #2050 HENDERSON NV	\$101 50	
Nov 13 2019	SM THS FOOD #4381 HENDERSON NV	\$4 99	
Nov 11 2019	SQ *SQ *F NGRPR NT/TAM LAS VEGAS NV	\$25 00	
Nov 09 2019	THE HOME DEPOT #3302 HENDERSON NV	\$4 09	
Nov 09 2019	WAL MART #2050 HENDERSON NV	\$21 37	
Nov 09 2019	BED BATH & BEYOND #422 HENDERSON NV	\$25 97	
Nov 08 2019	WM SUPERCENTER #2050 HENDERSON NV	\$11 30	
Nov 08 2019	WM SUPERCENTER #2050 HENDERSON NV	\$11 30	
Nov 08 2019	MARSHALLS #1071 HENDERSON NV	\$17 32	
Nov 08 2019	WM SUPERCENTER #2050 HENDERSON NV	\$22 60	
Nov 08 2019	PAYPAL *ZALES 4029357733 TX	\$194 84	
Nov 08 2019	PAYPAL *ZALES 4029357733 TX	\$194 84	
Nov 08 2019	ROSS STORES #1287 HENDERSON NV	\$54 58	
Nov 07 2019	99 CENTS ONLY STORES # HENDERSON NV	\$24 13	
Nov 07 2019	WAL MART #2050 HENDERSON NV	\$72 69	
Nov 06 2019	WM SUPERCENTER #2050 HENDERSON NV	\$2 57	
Nov 06 2019	WM SUPERCENTER #2050 HENDERSON NV	\$64 39	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Nov 04 2019	WAL MART #2050 HENDERSON NV	\$5 94	
Nov 02 2019	WAL MART #2050 HENDERSON NV	\$25 15	
Oct 30 2019	99 CENTS ONLY STORES # HENDERSON NV	\$19 72	
Oct 30 2019	WAL MART #2838 HENDERSON NV	\$75 29	
Oct 28 2019	WM SUPERCENTER #2050 HENDERSON NV	\$1 59	
Oct 27 2019	WM SUPERCENTER #2050 HENDERSON NV	\$5 98	
Oct 26 2019	WAL MART #2050 HENDERSON NV	\$27 43	
Oct 25 2019	WM SUPERCENTER #2050 HENDERSON NV	\$3 53	
Oct 24 2019	99 CENTS ONLY STORES # HENDERSON NV	\$16 18	
Oct 24 2019	WM SUPERCENTER #2050 HENDERSON NV	\$60 64	
Oct 23 2019	WAL MART #2050 HENDERSON NV	\$4 68	
Oct 20 2019	WAL MART #2050 HENDERSON NV	\$1 88	
Oct 20 2019	WAL MART #2050 HENDERSON NV	\$3 00	
Oct 20 2019	SM THS FOOD #4381 HENDERSON NV	\$12 87	
Oct 19 2019	WM SUPERCENTER #2050 HENDERSON NV	\$15 28	
Oct 17 2019	99 CENTS ONLY STORES # HENDERSON NV	\$24 96	
Oct 17 2019	WAL MART #2050 HENDERSON NV	\$91 31	
Oct 14 2019	PAYPAL *STDPROPERT 4029357733 W	\$16 85	
Oct 13 2019	PAYPAL *SA L NG2453 4029357733 CA	\$6 72	
Oct 13 2019	PAYPAL *JAZZBOOKS 8004561388 N	\$30 87	
Oct 12 2019	WM SUPERCENTER #2050 HENDERSON NV	\$18 27	
Oct 10 2019	WM SUPERCENTER #2050 HENDERSON NV	\$1 00	
Oct 10 2019	99 CENTS ONLY STORES # HENDERSON NV	\$29 99	
Oct 10 2019	WAL MART #2050 HENDERSON NV	\$80 99	
Oct 10 2019	PAYPAL *STDPROPERT 4029357733 W	\$84 79	
Oct 09 2019	WM SUPERCENTER #2050 HENDERSON NV	\$3 48	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Oct 07 2019	WM SUPERCENTER #2050 HENDERSON NV	\$67 39	
Oct 05 2019	PAYPAL *977529693 4029357733 CA	\$6 86	
Oct 05 2019	WM SUPERCENTER #2050 HENDERSON NV	\$35 79	
Oct 02 2019	PAYPAL *SAMSUNGELEC 4029357733 TX	\$0 58	
Oct 02 2019	WAL MART #2050 HENDERSON NV	\$15 03	
Oct 02 2019	99 CENTS ONLY STORES # HENDERSON NV	\$14 00	
Oct 02 2019	WM SUPERCENTER #2050 HENDERSON NV	\$15 03	
Oct 02 2019	WM SUPERCENTER #2050 HENDERSON NV	\$42 52	
Oct 01 2019	WM SUPERCENTER #2050 HENDERSON NV	\$15 03	
Sep 28 2019	PAYPAL *CAROL KAYE 4029357733 CA	\$30 75	
Sep 27 2019	WM SUPERCENTER #2050 HENDERSON NV	\$11 09	
Sep 27 2019	MAX MARKET LAS VEGAS NV	\$23 75	
Sep 26 2019	SM THS FOOD #4381 HENDERSON NV	\$48 56	
Sep 23 2019	WM SUPERCENTER #2050 HENDERSON NV	\$9 80	
Sep 22 2019	WAL MART #2050 HENDERSON NV	\$43 04	
Sep 21 2019	WM SUPERCENTER #2050 HENDERSON NV	\$13 88	
Sep 19 2019	99 CENTS ONLY STORES # HENDERSON NV	\$28 29	
Sep 19 2019	WAL MART #2050 HENDERSON NV	\$94 75	
Sep 16 2019	WM SUPERCENTER #2838 HENDERSON NV	\$15 11	
Sep 15 2019	WM SUPERCENTER #2050 HENDERSON NV	\$3 92	
Sep 14 2019	WAL MART #2050 HENDERSON NV	\$22 69	
Sep 12 2019	99 CENTS ONLY STORES # HENDERSON NV	\$26 16	
Sep 12 2019	WAL MART #2050 HENDERSON NV	\$80 01	
Sep 07 2019	WAL MART #2050 HENDERSON NV	\$16 00	
Sep 05 2019	99 CENTS ONLY STORES # HENDERSON NV	\$34 60	
Sep 05 2019	WAL MART #2050 HENDERSON NV	\$61 28	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Aug 31 2019	WAL MART #2050 HENDERSON NV	\$16 93	
Aug 30 2019	B G LOTS #4631 HENDERSON NV	\$1 59	
Aug 30 2019	ROSS STORES #1287 HENDERSON NV	\$3 78	
Aug 29 2019	99 CENTS ONLY STORES # HENDERSON NV	\$21 02	
Aug 29 2019	WAL MART #2050 HENDERSON NV	\$52 67	
Aug 26 2019	99 CENTS ONLY #0094 LAS VEGAS NV	\$3 24	
Aug 26 2019	WAL MART #2050 HENDERSON NV	\$27 42	
Aug 25 2019	PAYPAL *BLUED V S O 4029357733 CA	\$8 99	
Aug 24 2019	WM SUPERCENTER #2050 HENDERSON NV	\$19 43	
Aug 23 2019	99 CENTS ONLY STORES # HENDERSON NV	\$1 99	
Aug 22 2019	99 CENTS ONLY STORES # HENDERSON NV	\$19 06	
Aug 22 2019	WAL MART #2050 HENDERSON NV	\$97 02	
Aug 20 2019	C T BANK COND T ONAL CRED T FOR D SPUTE	\$12 50	
Aug 20 2019	PAYPAL *ALLWAYST ME 4029357733 CA	\$42 50	
Aug 18 2019	PAYPAL *MOMMY57467 4029357733 CA	\$10 92	
Aug 17 2019	WAL MART #2050 HENDERSON NV	\$8 09	
Aug 17 2019	PAYPAL * NKSM LECOM 4029357733 CA	\$12 95	
Aug 16 2019	WM SUPERCENTER #2050 HENDERSON NV	\$22 09	
Aug 16 2019	99 CENTS ONLY STORES # HENDERSON NV	\$37 09	
Aug 16 2019	WAL MART #2050 HENDERSON NV	\$69 95	
Aug 13 2019	WM SUPERCENTER #2050 HENDERSON NV	\$9 77	
Aug 12 2019	WAL MART #2050 HENDERSON NV	\$5 56	
Aug 12 2019	WAL MART #2050 HENDERSON NV	\$6 80	
Aug 11 2019	WAL MART #2050 HENDERSON NV	\$1 08	
Aug 10 2019	WM SUPERCENTER #2050 HENDERSON NV	\$24 97	
Aug 06 2019	AMZN Digital*MA6V685M1 888 802 3080 WA	\$2 61	

Merchandise continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Merchandise

Date	Description	Amount	Notes
Aug 06 2019	AMZN Digital*MA99W4PA0 888 802 3080 WA	\$3 99	
Aug 06 2019	SM THS FOOD #4381 HENDERSON NV	\$15 20	
Aug 05 2019	99 CENTS ONLY STORES # HENDERSON NV	\$7 34	
Aug 04 2019	WAL MART #2050 HENDERSON NV	\$3 98	
Aug 04 2019	WM SUPERCENTER #2050 HENDERSON NV	\$6 47	
Aug 03 2019	99 CENTS ONLY STORES # HENDERSON NV	\$1 00	
Aug 03 2019	WM SUPERCENTER #2838 HENDERSON NV	\$11 50	
Aug 01 2019	WM SUPERCENTER #2050 HENDERSON NV	\$28 98	
Aug 01 2019	99 CENTS ONLY STORES # HENDERSON NV	\$31 88	
Jul 30 2019	ALBERTSONS 3206 HENDERSON NV	\$18 38	
Jul 27 2019	WM SUPERCENTER #2050 HENDERSON NV	\$13 84	
Jul 26 2019	WAL MART #2050 HENDERSON NV	\$4 20	
Jul 26 2019	WM SUPERCENTER #2050 HENDERSON NV	\$40 47	
Jul 25 2019	99 CENTS ONLY STORES # HENDERSON NV	\$29 19	
Jul 25 2019	WM SUPERCENTER #2050 HENDERSON NV	\$103 47	
Jul 24 2019	PAYPAL *SWEETWATER 4029357733 CA	\$6 40	
Jul 24 2019	PAYPAL *MYMUS CL FE 4029357733 CA	\$6 88	
Jul 23 2019	WAL MART #2050 HENDERSON NV	\$6 72	
Jul 22 2019	PAYPAL *ELDERLY NST 4029357733 M	\$15 05	
Jul 21 2019	LOWES #01537* HENDERSON NV	\$11 89	
Jul 21 2019	WAL MART #2050 HENDERSON NV	\$10 91	
Jul 21 2019	99 CENTS ONLY STORES # HENDERSON NV	\$18 40	
Jul 20 2019	LOWES #01033* HENDERSON NV	\$15 22	
Jul 20 2019	WM SUPERCENTER #2050 HENDERSON NV	\$41 10	
Jul 19 2019	WM SUPERCENTER #2050 HENDERSON NV	\$6 96	
Jul 19 2019	MARSHALLS #1071 HENDERSON NV	\$20 56	

Merchandise continues...

Annual Account Summary (2019)

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Merchandise

Date	Description	Amount	Notes
Jul 19 2019	WAL MART #2050 HENDERSON NV	\$20 79	
Jul 18 2019	99 CENTS ONLY STORES # HENDERSON NV	\$34 41	
Jul 18 2019	WM SUPERCENTER #2050 HENDERSON NV	\$53 14	
Jul 16 2019	WM SUPERCENTER #2050 HENDERSON NV	\$4 30	
Jul 12 2019	WM SUPERCENTER #2050 HENDERSON NV	\$14 58	
Jul 11 2019	99 CENTS ONLY STORES # HENDERSON NV	\$32 08	
Jul 11 2019	WM SUPERCENTER #2050 HENDERSON NV	\$62 08	
Jul 08 2019	WM SUPERCENTER #2050 HENDERSON NV	\$2 26	
Jul 06 2019	PAYPAL *REVERBCOMLL 4029357733 L	\$8 24	
Jul 05 2019	PAYPAL *ELDERLY NST 4029357733 M	\$15 35	
Jul 05 2019	WM SUPERCENTER #2050 HENDERSON NV	\$20 88	
Jul 05 2019	WAL MART #2050 HENDERSON NV	\$25 04	
Jul 04 2019	WAL MART #2838 HENDERSON NV	\$8 66	
Jul 04 2019	99 CENTS ONLY STORES # HENDERSON NV	\$20 14	
Jul 03 2019	PAYPAL *SWEETWATER 4029357733 CA	\$2 87	
Jul 03 2019	WAL MART #2050 HENDERSON NV	\$93 84	
Jun 28 2019	WM SUPERCENTER #2050 HENDERSON NV	\$26 54	
Jun 27 2019	WM SUPERCENTER #2050 HENDERSON NV	\$26 42	
Jun 26 2019	99 CENTS ONLY STORES # HENDERSON NV	\$11 07	
Jun 25 2019	BED BATH & BEYOND #422 HENDERSON NV	\$11 25	
Jun 22 2019	WAL MART #2050 HENDERSON NV	\$14 96	
Jun 22 2019	WM SUPERCENTER #2050 HENDERSON NV	\$59 41	
Jun 20 2019	99 CENTS ONLY STORES # HENDERSON NV	\$16 61	
Jun 20 2019	WM SUPERCENTER #2050 HENDERSON NV	\$73 82	
Jun 15 2019	WAL MART #2050 HENDERSON NV	\$3 48	
Jun 14 2019	TARGET 00024042 HENDERSON NV	\$9 28	

Merchandise continues...

Annual Account Summary (2019)

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Merchandise

Date	Description	Amount	Notes
Jun 13 2019	99 CENTS ONLY STORES # HENDERSON NV	\$34 19	
Jun 13 2019	WM SUPERCENTER #2050 HENDERSON NV	\$73 97	
Jun 10 2019	99 CENTS ONLY STORES # HENDERSON NV	\$3 07	
Jun 09 2019	WM SUPERCENTER #2050 HENDERSON NV	\$1 84	
Jun 08 2019	WAL MART #2050 HENDERSON NV	\$10 76	
Jun 07 2019	WM SUPERCENTER #2050 HENDERSON NV	\$32 12	
Jun 06 2019	99 CENTS ONLY STORES # HENDERSON NV	\$1 08	
Jun 06 2019	99 CENTS ONLY STORES # HENDERSON NV	\$31 92	
Jun 06 2019	WAL MART #2838 HENDERSON NV	\$71 04	
May 31 2019	99 CENTS ONLY STORES # HENDERSON NV	\$2 17	
May 31 2019	WM SUPERCENTER #2050 HENDERSON NV	\$19 11	
May 30 2019	99 CENTS ONLY STORES # HENDERSON NV	\$31 46	
May 30 2019	WAL MART #2050 HENDERSON NV	\$92 07	
May 28 2019	WAL MART #2050 HENDERSON NV	\$3 40	
May 26 2019	TARGET 00011718 LAS VEGAS NV	\$5 40	
May 26 2019	TOKYO D SCOUNT LAS VEGAS NV	\$22 71	
May 24 2019	WAL MART #2050 HENDERSON NV	\$93 25	
May 24 2019	GU TARCENTER COM NTER 8776874242 CA	\$23 03	
May 23 2019	99 CENTS ONLY STORES # HENDERSON NV	\$31 06	
May 23 2019	WAL MART #2050 HENDERSON NV	\$87 25	
May 22 2019	MAX MARKET LAS VEGAS NV	\$26 86	
May 17 2019	WM SUPERCENTER #2050 HENDERSON NV	\$15 62	
May 15 2019	99 CENTS ONLY STORES # HENDERSON NV	\$17 47	
May 15 2019	WM SUPERCENTER #2050 HENDERSON NV	\$85 14	
May 14 2019	WM SUPERCENTER #2050 HENDERSON NV	\$3 79	
May 13 2019	WAL MART #2050 HENDERSON NV	\$15 44	

Merchandise continues...

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Merchandise

Date	Description	Amount	Notes
May 12 2019	ALBERTSONS 3206 HENDERSON NV	\$10 06	
May 11 2019	ALBERTSONS 3206 HENDERSON NV	\$12 98	
May 09 2019	99 CENTS ONLY STORES # HENDERSON NV	\$37 71	
May 09 2019	WAL MART #2050 HENDERSON NV	\$74 77	
May 09 2019	99 CENTS ONLY STORES # HENDERSON NV	\$37 71	
May 09 2019	PAYPAL *TATLANT SEB 4029357733 CA	\$4 50	
May 09 2019	WAL MART #2050 HENDERSON NV	\$74 77	
May 09 2019	PAYPAL *TATLANT SEB 4029357733 CA	\$4 50	
May 08 2019	WAL MART #2050 HENDERSON NV	\$0 97	
May 07 2019	WM SUPERCENTER #2050 HENDERSON NV	\$15 11	
May 04 2019	WAL MART #2050 HENDERSON NV	\$25 70	
May 03 2019	PAYPAL *ZALES 4029357733 TX	\$24 31	
May 03 2019	PAYPAL *JBL QUATORS 4029357733 CA	\$12 99	
Apr 28 2019	WAL MART #2050 HENDERSON NV	\$13 64	
Apr 28 2019	E G*NETF RMS 8665392854 MA	\$167 40	
Apr 26 2019	WAL MART #2050 HENDERSON NV	\$0 95	
Apr 26 2019	WAL MART #2050 HENDERSON NV	\$2 10	
Apr 26 2019	WAL MART #2050 HENDERSON NV	\$26 17	
Apr 25 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$21 29	
Apr 25 2019	99 CENTS ONLY STORES # HENDERSON NV	\$28 66	
Apr 19 2019	WAL MART #2050 HENDERSON NV	\$24 98	
Apr 18 2019	99 CENTS ONLY STORES # HENDERSON NV	\$31 48	
Apr 17 2019	AMZN Mktp US*MZ88D0JL0 Amzn com/bill WA	\$31 08	
Apr 16 2019	AMZN MKTP US AMZN COM/ AMZN COM/B LL WA	\$5 99	
Apr 14 2019	THE HOME DEPOT #3302 HENDERSON NV	\$55 16	
Apr 11 2019	99 CENTS ONLY STORES # HENDERSON NV	\$21 10	

Merchandise continues...

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Merchandise

Date	Description	Amount	Notes
Apr 06 2019	WAL MART #2050 HENDERSON NV	\$20 80	
Apr 03 2019	99 CENTS ONLY STORES # HENDERSON NV	\$44 01	
Apr 01 2019	ALBERTSONS 3206 HENDERSON NV	\$8 65	
Mar 31 2019	AMZN MKTP US*MW99A9DO1 AMZN COM/B LL WA	\$5 99	
Mar 31 2019	AT YOUR SERV CE PET SU HENDERSON NV	\$136 38	
Mar 27 2019	JOHN LENNON SONGWR T N 1111111111 NY	\$30 00	
Mar 27 2019	WAL MART #2050 HENDERSON NV	\$20 01	
Mar 25 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$26 31	
Mar 24 2019	SM THS FOOD #4381 HENDERSON NV	\$8 02	
Mar 23 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$106 35	
Mar 22 2019	99 CENTS ONLY STORES # HENDERSON NV	\$23 14	
Mar 22 2019	WAL MART #2838 HENDERSON NV	\$86 31	
Mar 19 2019	99 CENTS ONLY STORES # HENDERSON NV	\$1 00	
Mar 19 2019	WAL MART #2050 HENDERSON NV	\$4 24	
Mar 17 2019	WAL MART #2050 HENDERSON NV	\$1 67	
Mar 17 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$10 44	
Mar 16 2019	WAL MART #2050 HENDERSON NV	\$29 58	
Mar 15 2019	99 CENTS ONLY STORES # HENDERSON NV	\$6 78	
Mar 15 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$21 35	
Mar 12 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$21 38	
Mar 10 2019	WAL MART #2050 HENDERSON NV	\$14 25	
Mar 08 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$10 10	
Mar 07 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$35 10	
Mar 06 2019	99 CENTS ONLY STORES # HENDERSON NV	\$10 97	
Mar 06 2019	WAL MART #2050 HENDERSON NV	\$36 65	
Mar 05 2019	99 CENTS ONLY STORES # HENDERSON NV	\$1 00	

Merchandise continues...

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Merchandise

Date	Description	Amount	Notes
Mar 05 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$11 39	
Mar 03 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$2 48	
Mar 01 2019	99 CENTS ONLY STORES # HENDERSON NV	\$17 96	
Mar 01 2019	WM SUPERCENTER #2050 HENDERSON NV	\$18 00	
Mar 01 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$65 33	
Feb 28 2019	99 CENTS ONLY STORES # HENDERSON NV	\$3 99	
Feb 28 2019	WAL MART #2050 HENDERSON NV	\$22 96	
Feb 28 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$115 17	
Feb 26 2019	99 CENTS ONLY STORES # HENDERSON NV	\$5 25	
Feb 26 2019	WAL MART #2838 HENDERSON NV	\$13 22	
Feb 25 2019	WAL MART #2838 HENDERSON NV	\$1 00	
Feb 23 2019	WAL MART #2838 HENDERSON NV	\$20 66	
Feb 22 2019	99 CENTS ONLY STORES # HENDERSON NV	\$32 63	
Feb 22 2019	WAL MART #2050 HENDERSON NV	\$59 20	
Feb 21 2019	WAL MART #2050 HENDERSON NV	\$9 79	
Feb 20 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$14 23	
Feb 18 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$26 69	
Feb 17 2019	WAL MART #2050 HENDERSON NV	\$1 56	
Feb 16 2019	99 CENTS ONLY STORES # HENDERSON NV	\$7 23	
Feb 16 2019	WAL MART #2838 HENDERSON NV	\$13 90	
Feb 15 2019	99 CENTS ONLY STORES # HENDERSON NV	\$22 66	
Feb 15 2019	WM SUPERCENTER #2050 HENDERSON NV	\$36 35	
Feb 15 2019	WAL MART #2050 HENDERSON NV	\$48 80	
Feb 14 2019	ALBERTSONS 3206 HENDERSON NV	\$10 81	
Feb 13 2019	99 CENTS ONLY STORES # HENDERSON NV	\$3 07	
Feb 13 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$10 19	

Merchandise continues...

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Merchandise

Date	Description	Amount	Notes
Feb 08 2019	Amazon com Amzn com/bill WA	\$5 13	
Feb 08 2019	WAL MART #2050 HENDERSON NV	\$18 74	
Feb 07 2019	SM THS FOOD #4381 HENDERSON NV	\$0 79	
Feb 07 2019	WAL MART #2838 HENDERSON NV	\$5 40	
Feb 07 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$38 25	
Feb 07 2019	99 CENTS ONLY STORES # HENDERSON NV	\$48 42	
Feb 05 2019	HERFF JONES YEARBOOK 8667501367 KS	\$50 00	
Feb 04 2019	WAL MART #2050 HENDERSON NV	\$13 15	
Feb 03 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$6 47	
Feb 02 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$27 29	
Feb 01 2019	Amazon com*MB66X5Q32 Amzn com/bill WA	\$10 26	
Feb 01 2019	WM SUPERCENTER #2838 HENDERSON NV	\$3 12	
Jan 30 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$11 31	
Jan 30 2019	WAL MART #2050 HENDERSON NV	\$14 60	
Jan 29 2019	99 CENTS ONLY STORES # HENDERSON NV	\$4 17	
Jan 29 2019	AMZN Mktg US*MB4HH2KS0 Amzn com/bill WA	\$7 41	
Jan 28 2019	99 CENTS ONLY STORES # HENDERSON NV	\$1 99	
Jan 28 2019	WAL MART #2838 HENDERSON NV	\$9 53	
Jan 28 2019	PAYPAL *SNYDER 4029357733 CA	\$21 99	
Jan 26 2019	WAL MART #2838 HENDERSON NV	\$18 76	
Jan 25 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$20 57	
Jan 24 2019	TARGET 00024042 HENDERSON NV	\$0 97	
Jan 24 2019	99 CENTS ONLY STORES # HENDERSON NV	\$38 53	
Jan 24 2019	WAL MART #2838 HENDERSON NV	\$52 75	
Jan 23 2019	WM SUPERCENTER #2838 702 547 0551 NV	\$0 87	
Jan 22 2019	SM THS FOOD #4381 HENDERSON NV	\$9 49	

Merchandise continues...

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Merchandise

Date	Description	Amount	Notes
Jan 21 2019	WAL MART #2050 HENDERSON NV	\$2 00	
Jan 20 2019	WAL MART #2050 HENDERSON NV	\$14 53	
Jan 18 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$33 29	
Jan 17 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$2 47	
Jan 17 2019	99 CENTS ONLY STORES # HENDERSON NV	\$42 61	
Jan 17 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$50 80	
Jan 16 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$1 98	
Jan 16 2019	99 CENTS ONLY STORES # HENDERSON NV	\$2 08	
Jan 16 2019	WM SUPERCENTER #2050 HENDERSON NV	\$159 27	
Jan 13 2019	WAL MART #2050 HENDERSON NV	\$5 92	
Jan 13 2019	WAL MART #2050 HENDERSON NV	\$18 41	
Jan 11 2019	AMZN Mktp US Amzn com/bill WA	\$20 99	
Jan 10 2019	99 CENTS ONLY STORES # HENDERSON NV	\$25 65	
Jan 10 2019	WAL MART #2050 HENDERSON NV	\$43 12	
Jan 07 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$2 16	
Jan 07 2019	WAL MART #2050 HENDERSON NV	\$19 68	
Jan 07 2019	PAYPAL *LOTFANCY NC 4029357733 CA	\$19 94	
Jan 06 2019	PAYPAL *GREAT DEAL 4029357733 CA	\$11 57	
Jan 06 2019	MARSHALLS #1071 HENDERSON NV	\$12 99	
Jan 06 2019	WM SUPERCENTER #2050 702 564 3665 NV	\$17 43	
Jan 05 2019	WAL MART #2050 HENDERSON NV	\$13 33	
Jan 02 2019	WAL MART #2050 HENDERSON NV	\$14 17	
Subtotal		\$9,303.51	

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Organizations

Date	Description	Amount	Notes
Nov 10 2019	UNLV WEBA 2 TRANSCR PT 7028951862 NV	\$10 55	
Oct 06 2019	D DISCOVERY LV LAS VEGAS NV	\$12 00	
Oct 06 2019	D DISCOVERY LV LAS VEGAS NV	\$25 00	
Sep 17 2019	BT WALKER COLOR RUN 8883471092 GA	\$10 00	
Apr 07 2019	D DISCOVERY LV LAS VEGAS NV	\$25 00	
Subtotal		\$82.55	

Other Travel

Date	Description	Amount	Notes
May 20 2019	EL CORTEZ HOTEL CAS NO LAS VEGAS NV	\$3 00	
May 20 2019	EL CORTEZ HOTEL CAS NO LAS VEGAS NV	\$3 00	
Subtotal		\$6.00	

Restaurants

Date	Description	Amount	Notes
Dec 31 2019	L TITL CAESARS 1227 00 HENDERSON NV	\$5 41	
Dec 13 2019	STORE 124 HDOS THE GAL HENDERSON NV	\$10 03	
Dec 13 2019	PANDA EXPRESS 352 HENDERSON NV	\$17 97	
Dec 13 2019	SBARRO 606 Q01 HENDERSON NV	\$10 60	
Dec 01 2019	STORE 67 HDOS THE BOUL LAS VEGAS NV	\$22 70	
Nov 29 2019	L TITL CAESARS 1227 00 HENDERSON NV	\$5 41	
Nov 29 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
Nov 23 2019	PTS GOLD WH TNEY RANCH HENDERSON NV	\$48 05	
Nov 01 2019	SWEET TOMATOES 68 Q14 HENDERSON NV	\$35 71	

Restaurants cont nues...

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Restaurants

Date	Description	Amount	Notes
Oct 25 2019	MCDONALD S F23132 HENDERSON NV	\$20 31	
Sep 27 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
Sep 02 2019	BASK N #361873 Q35 HENDERSON NV	\$7 99	
Sep 02 2019	YOGURTLAND NV 107 HENDERSON NV	\$2 25	
Aug 30 2019	6066 EL POLLO LOCO HENDERSON NV	\$5 41	
Aug 24 2019	MCDONALD S F23132 HENDERSON NV	\$15 57	
Aug 02 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
Jul 31 2019	L NDO M CHOACAN LA LOM HENDERSON NV	\$38 70	
Jul 18 2019	7454 Dominos Pizza HENDERSON NV	\$8 87	
Jul 13 2019	MCDONALD S F23132 HENDERSON NV	\$19 34	
Jul 04 2019	L TTLE CAESARS 1227 00 HENDERSON NV	\$5 41	
Jul 04 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
Jun 15 2019	ROBERTO S TACO SHOP HENDERSON NV	\$22 19	
Jun 14 2019	TER YAK MADNESS HENDERSON NV	\$9 19	
May 27 2019	MCDONALD S F23132 HENDERSON NV	\$13 29	
May 27 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
May 19 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
May 15 2019	L TTLE CAESARS 1227 00 HENDERSON NV	\$5 41	
May 13 2019	TST* SETTEBELLO P ZZER HENDERSON NV	\$50 22	
Apr 24 2019	MCDONALD S F23132 HENDERSON NV	\$7 13	
Apr 06 2019	SUBWAY 00289140 HENDERSON NV	\$5 08	
Apr 06 2019	SUBWAY 00289140 HENDERSON NV	\$28 27	
Apr 01 2019	ROBERTO S TACO SHOP HENDERSON NV	\$22 19	
Mar 03 2019	7454 Dominos Pizza HENDERSON NV	\$8 65	
Feb 14 2019	NAGA HENDERSON NV	\$30 15	
Feb 05 2019	JASON DEL LVH #2 HENDERSON NV	\$6 98	

Restaurants cont nues...

Annual Account Summary (2019)

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Restaurants

Date	Description	Amount	Notes
Feb 05 2019	JASON DEL LVH #2 HENDERSON NV	\$26 04	
Subtotal		\$566.42	

Services

Date	Description	Amount	Notes
Dec 10 2019	FASTPASS 8009692440 NJ	\$40 42	
Dec 08 2019	USPS K OSK 3140809550 HENDERSON NV	\$5 50	
Dec 06 2019	ANTHEM BLUE ND V DUAL 844 507 8474 N	\$27 31	
Nov 28 2019	PAYPAL *EBAY 1SALECELL 4029357733 CA	\$1 27	
Nov 28 2019	PAYPAL *MYHER TAGEU 4029357733 UT	\$39 00	
Nov 10 2019	THE UPS STORE #0320 HENDERSON NV	\$10 00	
Nov 10 2019	NV DEPT EDU L CENSE 7756847480 NV	\$150 00	
Nov 10 2019	USPS K OSK 3140809550 HENDERSON NV	\$1 45	
Nov 07 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Oct 13 2019	PAYPAL *EBAY NC 4029357733 CA	\$0 83	
Oct 08 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Oct 05 2019	PAYPAL *EBAY NC 4029357733 CA	\$0 57	
Sep 14 2019	PROGRESS VE * NSURANCE 800 776 4737 OH	\$446 00	
Sep 09 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Aug 12 2019	USPS K OSK 3140809550 HENDERSON NV	\$1 15	
Aug 07 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Aug 03 2019	FAST F X JEWELRY HENDERSON NV	\$57 00	
Jul 31 2019	DMV 44 7756844621 NV	\$322 00	
Jul 09 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Jun 13 2019	C T BANK COND T ONAL CRED T FOR D SPUTE	\$28 00	

Services continues...

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Services

Date	Description	Amount	Notes
Jun 13 2019	INTERNAT ONAL WATCH SE 888 9941010 UT	\$28 00	
Jun 07 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
May 27 2019	PAYPAL *CAFEPRESSCO 4029357733 KY	\$7 44	
May 13 2019	C T BANK CRED T FOR D SPUTE	\$1 30	
May 13 2019	USPS K OSK 3140809550 HENDERSON NV	\$1 30	
May 02 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
May 01 2019	USPS K OSK 3140809550 HENDERSON NV	\$1 90	
Apr 29 2019	USPS PO 3162000069 NORTH LAS VEG NV	\$5 50	
Apr 02 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Mar 13 2019	PROGRESS VE * NSURANCE 800 776 4737 OH	\$446 00	
Mar 04 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Mar 03 2019	SPR NGS PRESERVE LAS VEGAS NV	\$9 90	
Feb 21 2019	USPS PO 3140800245 HENDERSON NV	\$5 10	
Feb 12 2019	USPS PO 3140800245 HENDERSON NV	\$2 75	
Feb 04 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Jan 31 2019	USPS PO 3140800245 HENDERSON NV	\$19 25	
Jan 30 2019	L B CONGRESS/COPYR GHT 202 707 2573 DC	\$55 00	
Jan 29 2019	MEL BAY PUBL CAT ONS 800 8635229 MO	\$9 09	
Jan 16 2019	DMV 17 HENDERSON NV	\$42 25	
Jan 07 2019	G GMASTERS COM 8663429794 CT	\$215 20	
Jan 03 2019	ANTHEM BC RC 1238023 8055576074 N	\$27 31	
Subtotal		\$2,222.29	

Vehicle Services

Date	Description	Amount	Notes
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Vehicle Services continues...

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Vehicle Services

Date	Description	Amount	Notes
Dec 24 2019	SM THS FUEL #9381 HENDERSON NV	\$23 72	
Dec 20 2019	SM THS FUEL #9381 HENDERSON NV	\$23 66	
Dec 13 2019	SM THS FUEL #9381 HENDERSON NV	\$26 93	
Dec 06 2019	SM THS FUEL #9381 HENDERSON NV	\$26 08	
Dec 01 2019	SM THS FUEL #9381 HENDERSON NV	\$25 07	
Nov 25 2019	SM THS FUEL #9381 HENDERSON NV	\$30 89	
Nov 19 2019	SM THS FUEL #9381 HENDERSON NV	\$33 05	
Nov 13 2019	SM THS FUEL #9381 HENDERSON NV	\$26 87	
Nov 04 2019	SM THS FUEL #9381 HENDERSON NV	\$31 79	
Oct 28 2019	C RCLE K 01309 HENDERSON NV	\$16 13	
Oct 27 2019	SM THS FUEL #9381 HENDERSON NV	\$29 78	
Oct 20 2019	SM THS FUEL #9381 HENDERSON NV	\$29 95	
Oct 13 2019	SM THS FUEL #9381 HENDERSON NV	\$31 72	
Oct 06 2019	C RCLE K 01309 HENDERSON NV	\$33 68	
Sep 29 2019	SM THS FUEL #9381 HENDERSON NV	\$30 20	
Sep 22 2019	SM THS FUEL #9381 HENDERSON NV	\$24 93	
Sep 15 2019	C RCLE K 01309 HENDERSON NV	\$27 55	
Sep 08 2019	SM THS FUEL #9381 HENDERSON NV	\$27 40	
Sep 02 2019	SM THS FUEL #9381 HENDERSON NV	\$28 45	
Aug 25 2019	SM THS FUEL #9381 HENDERSON NV	\$26 27	
Aug 16 2019	SM THS FUEL #9381 HENDERSON NV	\$27 17	
Aug 09 2019	SM THS FUEL #9381 HENDERSON NV	\$27 67	
Aug 07 2019	PLV PARK NG GARAGE LAS VEGAS NV	\$15 00	
Jul 30 2019	SM THS FUEL #9381 HENDERSON NV	\$29 30	
Jul 21 2019	SM THS FUEL #9381 HENDERSON NV	\$30 66	
Jul 14 2019	SM THS FUEL #9381 HENDERSON NV	\$29 39	

Vehicle Services continues...

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Vehicle Services

Date	Description	Amount	Notes
Jul 05 2019	SM THS FUEL #9381 HENDERSON NV	\$29 79	
Jun 27 2019	SM THS FUEL #9381 HENDERSON NV	\$23 63	
Jun 20 2019	SM THS FUEL #9381 HENDERSON NV	\$32 97	
Jun 11 2019	SM THS FUEL #9381 HENDERSON NV	\$30 43	
Jun 04 2019	SHELL O L 57446463309 HENDERSON NV	\$33 13	
May 28 2019	SM THS FUEL #9381 HENDERSON NV	\$30 88	
May 22 2019	SM THS FUEL #9381 HENDERSON NV	\$28 69	
May 17 2019	SM THS FUEL #9381 HENDERSON NV	\$32 35	
May 05 2019	SM THS FUEL #9381 HENDERSON NV	\$24 58	
Apr 30 2019	SM THS FUEL #9381 HENDERSON NV	\$30 12	
Apr 24 2019	C RCLE K 01309 HENDERSON NV	\$31 25	
Apr 18 2019	SM THS FUEL #9381 HENDERSON NV	\$31 86	
Apr 10 2019	SM THS FUEL #9381 HENDERSON NV	\$30 55	
Apr 05 2019	SM THS FUEL #9381 HENDERSON NV	\$25 92	
Mar 31 2019	SM THS FUEL # 9348 HENDERSON NV	\$26 01	
Mar 25 2019	SM THS FUEL #9381 HENDERSON NV	\$27 18	
Mar 19 2019	SM THS FUEL #9381 HENDERSON NV	\$26 10	
Mar 13 2019	SM THS FUEL #9381 HENDERSON NV	\$20 59	
Mar 08 2019	SM THS FUEL #9381 HENDERSON NV	\$25 73	
Mar 02 2019	SM THS FUEL #9381 HENDERSON NV	\$27 14	
Feb 24 2019	SM THS FUEL #9381 HENDERSON NV	\$24 77	
Feb 19 2019	SM THS FUEL #9381 HENDERSON NV	\$21 05	
Feb 13 2019	SM THS FUEL #9381 HENDERSON NV	\$26 86	
Feb 08 2019	SM THS FUEL #9381 HENDERSON NV	\$26 08	
Feb 03 2019	SM THS FUEL #9381 HENDERSON NV	\$23 39	
Jan 28 2019	SM THS FUEL #9381 HENDERSON NV	\$25 61	

Vehicle Services continues...

Annual Account Summary (2019)

EVGENY I SHAPIRO | Card-3367

Vehicle Services

Date	Description	Amount	Notes
Jan 23 2019	SM THS FUEL #9381 HENDERSON NV	\$26 10	
Jan 17 2019	SM THS FUEL #9381 HENDERSON NV	\$24 43	
Jan 13 2019	SM THS FUEL #9381 HENDERSON NV	\$23 62	
Jan 08 2019	SM THS FUEL #9381 HENDERSON NV	\$23 46	
Jan 02 2019	SM THS FUEL #9381 HENDERSON NV	\$23 15	
Subtotal		\$1,550.73	

Ava's Medical and other expenses I was able to trace on my credit card:

Total: \$759.15

Oct. 26, 2018	WALGREENS #5369 HENDERSON NV	\$ 1.59
Dec. 04, 2018	WALGREENS #3871 HENDERSON NV	\$ 1.38
Dec. 14, 2018	CVS/PHARMA CY #06717 HENDERSON NV	\$ 74.46
Dec. 17, 2018	SOLUTIONS SPECIALTY PH	\$ 49.00

LAS VEGAS
NV

Jun. 11, 2018	BABIES R US #5673 QPS HENDERSON NV	\$ 189.43
---------------	---	-----------

Aug 02, 2019	WALGREENS #7164 HENDERSON NV	\$36.47
--------------	---------------------------------------	---------

Jun 09, 2019	CVS/PHARMA CY #06717 HENDERSON NV	\$71.22
--------------	--	---------

May 01, 2019	CVS/PHARMA CY #06717 HENDERSON NV	\$71.22
--------------	--	---------

Mar 13, 2019	CVS/PHARMA CY #06717 HENDERSON NV	\$71.22
--------------	--	---------

Feb 18, 2019	SOLUTIONS SPECIALTY PH LAS VEGAS NV	\$34.50
--------------	--	---------

Feb 12, 2019 CVS/PHARMA \$74.46
CY #06717

HENDERSON
NV

Jan 14, 2019	CVS/PHARMA	\$74.46
	CY #06717	
	HENDERSON	
	NV	

01/01/20	01/01/20	CVS/PHA	\$9.74
		RMACY	
		#05286	
		HENDER	
		SON NV	

EXHIBIT 5

Regular Checking - 9047: Account Activity Transaction Details

Check number: 00000000857

Post date: 05/28/2020

Amount: -500.00

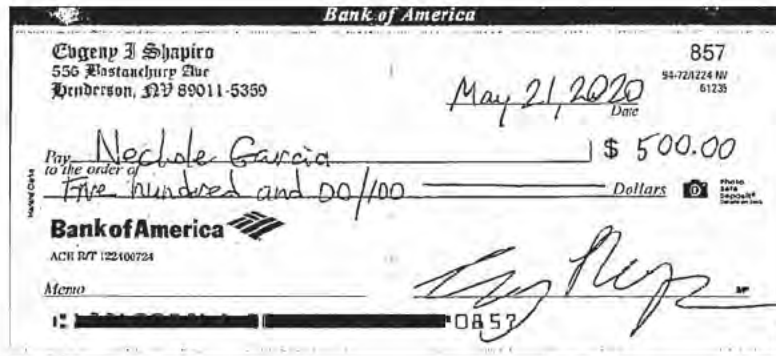
Type: Check

Description: Check

Merchant name: Check



Transaction category: Cash, Checks & Misc: Checks



Bank of America

Eugenio J Shapiro
556 Eastchurch Ave
Henderson, NV 89011-5359

857
94-72AZ24 1W
61235

May 21, 2020
Date

Pay to the order of Nechale Garcia \$ 500.00
Five hundred and 00/100 Dollars

Bank of America
ACH R/T 122100724

Memo

0857

Regular Checking - 9047: Account Activity Transaction Details

Check number: 00000000855

Post date: 05/12/2020

Amount: -500.00

Type: Check

Description: Check

Merchant name: Check



Transaction category: Cash, Checks & Misc: Checks



Bank of America

Eugenio J Shapiro
556 Westbury Ave
Henderson, NV 89011-5359

855
04-72/1224 NY
61235

May 7, 2020
Date

Pay Nestor Garcia \$ 500.00
to the order of Five hundred and 00/100 Dollars

Bank of America
ACH D/T 122100724

Memo

00000000855

Regular Checking - 9047: Account Activity Transaction Details

Post date: 05/04/2020

Amount: -200.00

Type: Withdrawal

Name on card: EVGENY SHAPIRO

Description: BKOFAmerica ATM 05/04 #000002003
WITHDRWL BOULDER HORIZON HENDERSON
NV

Merchant name: BKOFAAMERICA ATM WITHDRWL BOULDER
HORI NV

Transaction category: Cash, Checks & Misc: ATM/Cash Withdrawals

Regular Checking - 9047: Account Activity Transaction Details

Post date: 03/31/2020

Amount: -200.00

Type: Withdrawal

Name on card: EVGENY SHAPIRO

Description: BKOFAMERICA ATM 03/31 #000007442
WITHDRWL BOULDER HORIZON HENDERSON
NV

Merchant name: BKOFAMERICA ATM WITHDRWL BOULDER
 HORI NV

Transaction category: Cash, Checks & Misc: ATM/Cash Withdrawals

Regular Checking - 9047: Account Activity Transaction Details

Post date: 03/02/2020

Amount: -20.00

Type: Withdrawal

Name on card: EVGENY SHAPIRO

Description: BKOFAMERICA ATM 03/01 #000008758
WITHDRWL BOULDER HORIZON HENDERSON
NV

Merchant name: BKOFAMERICA ATM WITHDRWL BOULDER
 HORI NV

Transaction category: Cash, Checks & Misc: ATM/Cash Withdrawals

Regular Checking - 9047: Account Activity Transaction Details

Check number: 00000000859

Post date: 06/08/2020

Amount: -500.00

Type: Check

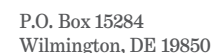
Description: Check

Merchant name: Check




Transaction category: Cash, Checks & Misc: Checks







EVGENY I SHAPIRO
BORIS I SHAPIRO
556 BASTANCHURY AVE
HENDERSON, NV 89011-5359

Customer service information

 1.888.888.RWDS (1.888.888.7937)
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086

 bankofamerica.com

 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

for January 15, 2019 to February 11, 2019

Your deposit accounts	Account/plan number	Ending balance	Details on
Regular Checking - Advantage Relationship	████████ 9047	\$3,990.72	Page 3
Rewards Savings	████████ 0638	\$9,068.97	Page 5
Total balance		\$13,059.69	

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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JA000007

Your Regular Checking - Advantage Relationship

Preferred Rewards Platinum Honors

EVGENY I SHAPIRO BORIS I SHAPIRO

Account summary

Beginning balance on January 15, 2019	\$3,400.75
Deposits and other additions	4,201.54
Withdrawals and other subtractions	-2,111.57
Checks	-1,500.00
Service fees	-0.00

Ending balance on February 11, 2019 **\$3,990.72**

Your account has overdraft protection provided by deposit account number [REDACTED] 0638.

Deposits and other additions

Date	Description	Amount
01/16/19	BKOFAMERICA MOBILE 01/16 3700809757 DEPOSIT *MOBILE NV	81.93
01/22/19	BKOFAMERICA MOBILE 01/19 3703276447 DEPOSIT *MOBILE NV	272.41
01/24/19	BKOFAMERICA MOBILE 01/24 3706408197 DEPOSIT *MOBILE NV	18.00
01/31/19	Online Banking transfer from SAV 0638 Confirmation# 1392232365	3,000.00
02/01/19	BKOFAMERICA MOBILE 02/01 3604592263 DEPOSIT *MOBILE NV	197.37
02/04/19	BKOFAMERICA MOBILE 02/03 3605944095 DEPOSIT *MOBILE NV	600.00
02/05/19	Online Banking transfer from CHK 6347 Confirmation# 7539238386	20.00

continued on the next page



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SSM-06-18-0072.C | ARB4YMCM

JAO00078

Deposits and other additions - continued

Date	Description	Amount
02/07/19	Online Banking transfer from CHK 6347 Confirmation# 5253492477	10.00
02/11/19	PAYPAL DES:TRANSFER ID:5DW22APPW3DWW INDN:EVGENY SHAPIRO CO ID:PAYPALSD11 PPD	1.83

Total deposits and other additions **\$4,201.54**

Withdrawals and other subtractions

Date	Description	Amount
01/17/19	CITY OF HENDERSON-UTILITY SERV. Bill Payment	-131.82
01/18/19	Online Banking Transfer Conf# 2c966d4ca; Shapiro, BORIS	-150.00
01/22/19	SOUTHWEST GAS CORPORATION Bill Payment	-75.45
01/22/19	TIAN HONG LAN DES:IAT PAYPAL ID:1004778495111 INDN:EVGENY SHAPIRO CO ID:XXXXXXXXXC IAT PMT INFO: WEB 000000000000000284	-2.84
01/22/19	XIE DAN DES:IAT PAYPAL ID:1004778849101 INDN:EVGENY SHAPIRO CO ID:XXXXXXXXXC IAT PMT INFO: WEB 000000000000000183	-1.83
01/24/19	Clark County CU DES:CK-WTH ID: INDN:EVGENY SHAPIRO CO ID:XXXXXXXXX PPD	-303.78
01/25/19	Online Banking Transfer Conf# 8b01d121f; Shapiro, BORIS	-100.00
01/28/19	GERBER LIFE INS DES:INSURANCE ID:3863242 INDN:*SHAPIRO,EVGENY I CO ID:0000991752 PPD	-14.03
02/01/19	METRO PCS Bill Payment	-55.00
02/04/19	Online Banking Transfer Conf# 56686d9a7; Shapiro, LISA	-300.00
02/04/19	Online Banking Transfer Conf# 456262c10; Shapiro, LISA	-50.00
02/04/19	GERBER LIFE INS DES:INSURANCE ID:3624292 INDN:*SHAPIRO,EVGENY I CO ID:0000991752 PPD	-11.66
02/06/19	SPRINT LOCAL Bill Payment	-138.58
02/08/19	PNC MORTGAGE Bill Payment	-739.26
02/11/19	WINCO FOODS #1 02/11 #000505489 PURCHASE WINCO FOODS #112 Henderson NV	-37.32

Total withdrawals and other subtractions **-\$2,111.57**

Checks

Date	Check #	Amount
01/18/19		-150.00
01/16/19	803	-1,000.00
01/18/19	804	-150.00

Date	Check #	Amount
01/28/19	806*	-100.00
01/29/19	807	-100.00

Total checks **-\$1,500.00**

Total # of checks **5**

* There is a gap in sequential check numbers

Your Rewards Savings

Preferred Rewards Platinum Honors

EVGENY I SHAPIRO BORIS I SHAPIRO

Account summary

Beginning balance on January 15, 2019	\$12,068.47
Deposits and other additions	0.50
Withdrawals and other subtractions	-3,000.00
Service fees	-0.00
Ending balance on February 11, 2019	\$9,068.97

Annual Percentage Yield Earned this statement period: 0.06%.

Interest Paid Year To Date: \$1.15.

Deposits and other additions

Date	Description	Amount
02/11/19	Interest Earned	0.50
Total deposits and other additions		\$0.50

Withdrawals and other subtractions

Date	Description	Amount
01/31/19	Online Banking transfer to CHK 9047 Confirmation# 1392232365	-3,000.00
Total withdrawals and other subtractions		-\$3,000.00

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Check images

Account number: [REDACTED] 9047
Amount: \$150.00

Bank of America

Eugeny I Shapiro
550 Westchester Ave
Riverside, NJ 08011-5350

805
01/17/2019

Pay to the order of Mat Schurer \$ 150.00
One hundred fifty and 00/100 Dollars

Bank of America
ACTV RT 122400724
Memo Jazz Residency
[REDACTED] 0805

Check number: 804 | Amount: \$150.00

Bank of America

Eugeny I Shapiro
550 Westchester Ave
Riverside, NJ 08011-5350

804
01/17/2019

Pay to the order of Brian Triola \$ 150.00
One hundred fifty and 00/100 Dollars

Bank of America
ACTV RT 122400724
Memo Jazz Residency
[REDACTED] 0804

Check number: 807 | Amount: \$100.00

Bank of America

Eugeny I Shapiro
550 Westchester Ave
Riverside, NJ 08011-5350

807
01/25/2019

Pay to the order of Lance Phelps \$ 100.00
One hundred and 00/100 Dollars

Bank of America
ACTV RT 122400724
Memo Jan 25 Jazz Presentations
[REDACTED] 0807

Check number: 803 | Amount: \$1,000.00

Bank of America

Eugeny I Shapiro
550 Westchester Ave
Riverside, NJ 08011-5350

803
01/11/2019

Pay to the order of Natalie Garcia \$ 1000.00
One thousand and 00/100 Dollars

Bank of America
ACTV RT 122400724
Memo [REDACTED]
[REDACTED] 0803

Check number: 806 | Amount: \$100.00

Bank of America

Eugeny I Shapiro
550 Westchester Ave
Riverside, NJ 08011-5350

806
01/25/2019

Pay to the order of Brian Triola \$ 100.00
One hundred and 00/100 Dollars

Bank of America
ACTV RT 122400724
Memo Jan 25 Jazz Presentations
[REDACTED] 0806

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February 1: Gave Nechole Garcia \$200 cash after getting paid in cash for playing a gig at the Mob Museum.

Regular Checking - 9047: Account Activity Transaction Details

Check number: 00000000836

Post date: 12/24/2019

Amount: -750.00

Type: Check

Description: Check

Merchant name: Check



Transaction category: Cash, Checks & Misc: Checks

Bank of America

Eugene J Shapiro
556 Westchester Ave
Renderson, NY 89011-5359

836
94-721/224 701
61235

December 17, 2019
Date

Pay to the order of Nechole Garcia \$ 750.00
Seven hundred fifty and 00/100 Dollars

Bank of America
ACH RUT 122400724

Memo

Eugene J Shapiro

0836

Regular Checking - 9047: Account Activity Transaction Details

Check number: 00000000854

Post date: 04/28/2020

Amount: -600.00

Type: Check

Description: Check

Merchant name: Check



Transaction category: Cash, Checks & Misc: Checks

Bank of America

Eugenio J Shapiro
556 Westanchury Ave
Henderson, NV 89011-5359

854
94-721724 NY
61225

April 25, 2020
Date

Pay to the order of Nicole Garcia \$ 600.00
Six hundred and 00/100 Dollars

Bank of America
ACH R/T 122400724

Memo

[Signature]

1*0854

Regular Checking - 9047: Account Activity Transaction Details

Post date: 04/16/2020

Amount: -100.00

Type: Withdrawal

Name on card: EVGENY SHAPIRO

Description: BKOFAMERICA ATM 04/16 #000004835
WITHDRWL BOULDER HORIZON HENDERSON
NV

Merchant name: BKOFAMERICA ATM WITHDRWL BOULDER
 HORI NV

Transaction category: Cash, Checks & Misc: ATM/Cash Withdrawals

EXHIBIT 6



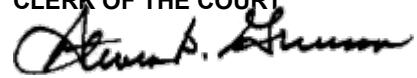
EXHIBIT 7



FDF

Name: Molly Rosenblum, Esq.
Address: 7375 S Pecos Rd Ste 101
Las Vegas, NV 89120-3773
Phone: 702-433-2889
Email: staff@rosenblumlawlv.com
Attorney for Defendant
Nevada State Bar No. 08242

Electronically Filed
9/4/2020 8:47 AM
Steven D. Grierson
CLERK OF THE COURT



8th Judicial District Court
Clark County, Nevada

<u>Evgeny Shapiro</u> Plaintiff, vs. <u>Nechole Garcia</u> Defendant.	Case No. <u>D-20-612006-C</u> Dept. <u>N</u>
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Nechole Michelle Garcia
2. How old are you? 44 years old
3. What is your date of birth? 7/30/1976
4. What is your highest level of education? Juris Doctor in Law

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)
☐ No
☒ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
7/22/20	City of Henderson	Assistant City Atty	Mon-Thur	7:30am - 5:30 pm

2. Are you disabled? (☒ check one)

☒ No
☐ Yes

If yes, what is your level of disability? _____
What agency certified you disabled? _____
What is the nature of your disability? _____

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

Prior Employer: U.S. EEOC Date of Hire: April 2015 Date of Termination: 7/11/20
Reason for Leaving: To take job with City of Henderson

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 8/27/20 my gross year to date pay is \$77,742.61.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

\$109,307.00	÷	12	=	\$9,108.92
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			\$0.00

Total Average Gross Monthly Income (add totals from B and C above)	\$9,108.92
---	-------------------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	1,214.64
4.	Health Insurance Amount for you: \$92.24 For Opposing Party: _____ For your Child(ren): \$78.78	171.02
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	59.76
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		1,445.42

Business/Self-Employment Income & Expense Schedule**A. Business Income:**

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

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

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			0.00

Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me ☐	Other Party ☐	For Both ☐
Alimony/Spousal Support				
Auto Insurance	138.15			
Car Loan/Lease Payment				
Cell Phone	87.16			
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	300.00			
Credit Card Payments (minimum due)	25.00			
Dry Cleaning				
Electric	241.17			
Food (groceries & restaurants)	800.00			
Fuel	80.00			
Gas (for home)	24.67			
Health Insurance (not deducted from pay)				
HOA	47.00			
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	59.99			
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	2,032.09			
Pest Control	79.00			
Pets	3,438.82			
Pool Service				
Property Taxes (if not included in mortgage)				
Security	62.99			
Sewer	48.97			
Student Loans				
Unreimbursed Medical Expense				
Water	69.07			
Other: Republic Services	200.00			
Total Monthly Expenses	7,734.08			

Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Ava Garcia-Shapiro	9/26/18	myself	yes	no
2 nd					
3 rd					
4 th					

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

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care	400.00			
Clothing	60.00			
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	460.00	0.00	0.00	0.00

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

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

Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	House	\$ 380,000.00	-	\$ 351,771.13	=	\$ 28,228.87	Myself
2.	2015 Lexus IS 250	\$ 17,301.00	-	\$ 0.00	=	\$ 17,301.00	
3.	2005 Toyota Corolla	\$ 2,432.00	-	\$	=	\$ 2,432.00	
4.	Roth IRA	\$ 66,169.68	-	\$	=	\$ 66,169.68	
5.	Thrift Savings Plan Retirement Fund	\$ 55,808.04	-	\$	=	\$ 55,808.04	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 521,710.72	-	\$ 351,771.13	=	\$ 169,939.59	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Credit Card	\$ 882.71	Myself
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 882.71	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 3,500 on my behalf.
3. I have a credit with my attorney in the amount of \$ 692.75.
4. I currently owe my attorney a total of \$ 0.00.
5. I owe my prior attorney a total of \$ _____.

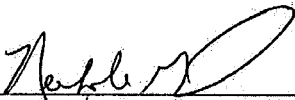
IMPORTANT: Read the following paragraphs carefully and initial each one.

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

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

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

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


Signature

9/3/20
Date

City of Henderson
240 Water St
Henderson, NV 89015

Pay Group: MGT-Manual
Pay Begin Date: 07/13/2020
Pay End Date: 07/26/2020

Business Unit: COH01
Advice #: 000000002005123
Advice Date: 07/30/2020

Nechole M Garcia
1282 El Solindo Ln
Henderson, NV 89002

Employee ID: 22659
Department: 5601-City Attorney - Criminal
Location: City Attorney - Criminal Div
Job Title: Asst City Attorney I-Criminal
Pay Rate: \$4,204.12 Biweekly

TAX DATA: Federal NV State
Marital Status: Single N/A
Allowances: 3 0
Addl. Pct:
Addl. Amt:

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Current Earnings	YTD Hours	YTD Earnings	Description	Current	YTD
Regular Pay	55.317308	76.00	4,204.12	995.50	54,971.84	Fed Withholding	627.12	10,259.57
Banked Holiday Adjustment			0.00	85.50	0.00	Fed MED/EE	60.96	988.60
Holiday Bank Earned			0.00	9.50	0.00			
Holiday Banked Taken			0.00	104.50	5,780.65			
Holiday Floating Pay			0.00	28.50	1,571.46			
Holiday Pay			0.00	57.00	3,132.75			
Lump Sum Pay for Performance			0.00		2,190.50			
Paid Time Off			0.00	30.50	1,687.17			
TOTAL:		76.00	4,204.12	1,311.00	69,334.37	TOTAL:	688.08	11,248.17

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Self Funded Med - Before Tax	0.00	1,197.14				Retiree Med Pricing-Non Union	16.50	411.94
						RHS Non Union	25.12	400.72
						PERS	1,229.71	19,639.59
						Workman's Compensation	126.12	2,079.98
						Self Funded Med - Before Tax	0.00	7,294.00
						SF DD-W2 Reporting	0.00	7,630.98
						Life Insurance	0.00	0.14
						Life Insurance*	0.00	41.90
TOTAL:	0.00	1,197.14	TOTAL:	0.00	0.00	*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	4,204.12	4,204.12	688.08	0.00	3,516.04
YTD	69,334.37	68,179.13	11,248.17	1,197.14	56,889.06

LEAVE TYPE	START BALANCE	YTD EARNED	YTD TAKEN	YTD ADJUST	YTD SOLD	YTD END BALANCE	COMPENSATION RATES	
Vacation	230.4	88.7	0.0	-319.1	0.0	0.0	Code	Rate
Sick	0.0	0.0	0.0	0.0	0.0	0.0	NAANL	109,307.000000
Admin/Personal	0.00	57.00	57.00	0.00	0.00	0.00		
Holiday Float	0.00	19.00	19.00	0.00	0.00	0.00		
Holiday Banked	19.00	0.00	104.50	95.00	0.00	9.50		
Comp Time	0.00	0.00	0.00	0.00	0.00	0.00		
Donated Leave	0.00	0.00	0.00	0.00	0.00	0.00		
PTO	102.92	247.00	30.50	0.00	0.00	319.42		

NET PAY DISTRIBUTION			
Advice #	Account Type	Account Number	Amount
Advice #000000002005123	Checking	XXXXXXXXXXXX61546	3,516.04
TOTAL:			3,516.04

MESSAGE:

JA000169

City of Henderson
240 Water St
Henderson, NV 89015

Pay Group: MGT-Manual
Pay Begin Date: 07/27/2020
Pay End Date: 08/09/2020

Business Unit: COH01
Advice #: 000000002007946
Advice Date: 08/13/2020

Nechole M Garcia
1282 El Solindo Ln
Henderson, NV 89002

Employee ID: 22659
Department: 5601-City Attorney - Criminal
Location: City Attorney - Criminal Div
Job Title: Asst City Attorney I-Criminal
Pay Rate: \$4,204.12 Biweekly

TAX DATA: Federal NV State
Marital Status: Single N/A
Allowances: 3 0
Addl. Pet:
Addl. Amt:

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Current Earnings	YTD Hours	YTD Earnings	Description	Current	YTD
Paid Time Off	55.317308	38.00	2,102.06	68.50	3,789.23	Fed Withholding	607.32	10,866.89
Regular Pay	55.317308	38.00	2,102.06	1,033.50	57,073.90	Fed MED/EE	59.76	1,048.36
Banked Holiday Adjustment			0.00	85.50	0.00			
Holiday Bank Earned			0.00	9.50	0.00			
Holiday Banked Taken			0.00	104.50	5,780.65			
Holiday Floating Pay			0.00	28.50	1,571.46			
Holiday Pay			0.00	57.00	3,132.75			
Lump Sum Pay for Performance			0.00		2,190.50			
TOTAL:		76.00	4,204.12	1,387.00	73,538.49	TOTAL:	667.08	11,915.25

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Self Funded Med - Before Tax	85.51	1,282.65				Self Funded Med - Before Tax	521.00	7,815.00
						SF DD-W2 Reporting	545.07	8,176.05
						Life Insurance	0.01	0.15
						Life Insurance*	3.00	44.90
						Retiree Med Pricing-Non Union	16.50	428.44
						RHS Non Union	25.12	425.84
						PERS	1,229.71	20,869.30
						Workman's Compensation	126.12	2,206.10
TOTAL:	85.51	1,282.65	TOTAL:	0.00	0.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 4,204.12	4,121.61	667.08	85.51	3,451.53
YTD 73,538.49	72,300.74	11,915.25	1,282.65	60,340.59

LEAVE TYPE	START BALANCE	YTD EARNED	YTD TAKEN	YTD ADJUST	YTD SOLD	YTD END BALANCE	COMPENSATION RATES	
Vacation	230.4	88.7	0.0	-319.1	0.0	0.0	Code	Rate
Sick	0.0	0.0	0.0	0.0	0.0	0.0	NAANL	109,307.000000
Admin/Personal	0.00	57.00	57.00	0.00	0.00	0.00		
Holiday Float	0.00	19.00	19.00	0.00	0.00	0.00		
Holiday Banked	19.00	0.00	104.50	95.00	0.00	9.50		
Comp Time	0.00	0.00	0.00	0.00	0.00	0.00		
Donated Leave	0.00	0.00	0.00	0.00	0.00	0.00		
PTO	102.92	247.00	68.50	0.00	0.00	281.42		

NET PAY DISTRIBUTION			
Advice #	Account Type	Account Number	Amount
Advice #000000002007946	Checking	XXXXXXXXXXXX61546	3,451.53
TOTAL:			3,451.53

MESSAGE:

JA000170

City of Henderson
240 Water St
Henderson, NV 89015

Pay Group: MGT-Manual
Pay Begin Date: 08/10/2020
Pay End Date: 08/23/2020

Business Unit: COH01
Advice #: 000000002010802
Advice Date: 08/27/2020

Necole M Garcia 1282 El Solindo Ln Henderson, NV 89002	Employee ID:	22659	TAX DATA:	Federal	NV State
	Department:	5601-City Attorney - Criminal		Marital Status:	Single
	Location:	City Attorney - Criminal Div		Allowances:	3
	Job Title:	Asst City Attorney I-Criminal		Addl. Pct:	
	Pay Rate:	\$4,204.12 Biweekly		Addl. Amt:	

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Current Earnings	YTD Hours	YTD Earnings	Description	Current	YTD
Paid Time Off	55.317308	38.00	2,102.06	106.50	5,891.29	Fed Withholding	607.32	11,474.21
Regular Pay	55.317308	19.00	1,051.03	1,052.50	58,124.93	Fed MED/EE	59.76	1,108.12
Telecommuting	55.317308	19.00	1,051.03	19.00	1,051.03			
Banked Holiday Adjustment			0.00	85.50	0.00			
Holiday Bank Earned			0.00	9.50	0.00			
Holiday Banked Taken			0.00	104.50	5,780.65			
Holiday Floating Pay			0.00	28.50	1,571.46			
Holiday Pay			0.00	57.00	3,132.75			
Lump Sum Pay for Performance			0.00		2,190.50			
TOTAL:		76.00	4,204.12	1,463.00	77,742.61	TOTAL:	667.08	12,582.33

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Self Funded Med - Before Tax	85.51	1,368.16				Self Funded Med - Before Tax	521.00	8,336.00
						SF DD-W2 Reporting	545.07	8,721.12
						Life Insurance	0.01	0.16
						Life Insurance*	3.00	47.90
						Retiree Med Pricing-Non Union	16.50	444.94
						RHS Non Union	25.12	450.96
						PERS	1,229.71	22,099.01
						Workman's Compensation	126.12	2,332.22
TOTAL:	85.51	1,368.16	TOTAL:	0.00	0.00	*TAXABLE		

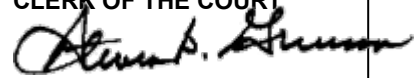
TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 4,204.12	4,121.61	667.08	85.51	3,451.53
YTD 77,742.61	76,422.35	12,582.33	1,368.16	63,792.12

LEAVE TYPE	START BALANCE	YTD EARNED	YTD TAKEN	YTD ADJUST	YTD SOLD	YTD END BALANCE	COMPENSATION RATES	
Vacation	230.4	88.7	0.0	-319.1	0.0	0.0	Code	Rate
Sick	0.0	0.0	0.0	0.0	0.0	0.0	NAANNL	109,307.000000
Admin/Personal	0.00	57.00	57.00	0.00	0.00	0.00		
Holiday Float	0.00	19.00	19.00	0.00	0.00	0.00		
Holiday Banked	19.00	0.00	104.50	95.00	0.00	9.50		
Comp Time	0.00	0.00	0.00	0.00	0.00	0.00		
Donated Leave	0.00	0.00	0.00	0.00	0.00	0.00		
PTO	102.92	247.00	106.50	0.00	0.00	243.42		

NET PAY DISTRIBUTION			
Advice #	Account Type	Account Number	Amount
Advice #000000002010802	Checking	XXXXXXXXXXXX61546	3,451.53
TOTAL:			3,451.53

MESSAGE:

JA000171



RPLY
ISSO & HUGHES LAW FIRM, LLC
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 St. Rose Parkway, #306f
Henderson, NV 89074
ji@issohugheslaw.com
(702) 434-4424
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

EVGENY SHAPIRO)	
)	
Plaintiff,)	Case No.: D-20-612006-C
)	
vs.)	Dept. No.: N
)	
NECHOLE GARCIA,)	
)	
Defendant.)	

REPLY TO COUNTERCLAIM

COMES NOW Plaintiff, EVGENY SHAPIRO, by and through his attorney,
JENNIFER ISSO, ESQ. of ISSO & HUGHES LAW FIRM, LLC, and files this REPLY TO
COUNTERCLAIM wherein he admits, alleges and denies as follows:

1. Plaintiff admits the allegations contained in paragraphs 1,2, 3, 4, 5, 6, 7, 12 of the
Counterclaim.

2. Plaintiff denies the allegations contained in paragraphs 8, 9, 10, 11, 13, 14 of the
Counterclaim.

3. Plaintiff denies each and every other allegation not otherwise responded to herein.

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Counterclaim be dismissed with prejudice and that Defendant take nothing
thereby; and

2. For such other and further relief as this Court finds just and proper.

1 DATED this 10th day of September, 2020.

2 Respectfully submitted:

3
4 /s/ Jennifer Isso, Esq.

5 JENNIFER ISSO, ESQ.
6 Nevada Bar No. 13157
7 ji@issohugheslaw.com
8 Attorney for Plaintiff

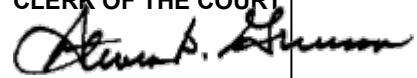
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of September,2020, I did serve a true and correct copy of the foregoing **Reply to Counterclaim** by e-service in accordance with the Master Service List, pursuant to NEFCR 9 addressed as follows, to:

Molly Rosenblum, Esq.
staff@rosenblumlav.com

 /s/ Leah Manjarrez-Solis
An Employee of ISSO & HUGHES



EXH
ROSENBLUM LAW OFFICES
MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

7375 S Pecos Rd, Ste 101

Las Vegas, NV 89120-3773

(702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **F**

EXHIBIT IN SUPPORT OF DEFENDANT'S OPPOSITION

COMES NOW, Defendant NECHOLE GARCIA by and through her Attorney's, Molly Rosenblum, Esq. and Robert Blau, Esq. of Rosenblum Law Offices and hereby submits the attached exhibits in support of her motion as follows:

Exhibit A: Text Message Exchange between Plaintiff and Defendant, demonstrating Defendant's willingness to support child visitation with the Plaintiff, but also expresses concerns over Plaintiff Withholding the child from the Defendant.

///

///

1 Dated this **Friday, September 11, 2020**

2 ///

3 Submitted by:

4 **ROSENBLUM LAW OFFICES**

5 

6 **ROBERT BLAU, ESQ.**

7 Nevada Bar No. 10857

8 7375 S Pecos Rd, Ste 101

9 Las Vegas, NV 89120-3773

(702) 433-2889—Phone

10 Email: staff@rosenblumlawlv.com

11 Attorney for Defendant

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EXHIBIT A



Me

6:27 AM, Sep 8



I'm following up on my email yesterday, because I want you to see Ava. You're welcome to pick her up this morning at 7:10 am. But because you lied to get Ava and then withheld her for weeks, I'm requesting that you return her when I ask, which is Thursday, September 10th at 5:45 pm. That's 3 days with Ava like you're asking for, and returning her when I ask will help rebuild trust. Please let me know.




Copy text



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 Eugene

7:39 AM, Sep 8



As I responded twice to your email yesterday, your schedule is a ridiculous, unfair and unreasonable proposal that I will not agree to. It is heavily one sided to suit your desire to withhold Ava from me, to control, bully and intimidate me by offering a ridiculous schedule in which I don't get to have Ava on the weekends at all and you get to have her most of the time.

That is not co-parenting and with all the lies you perpetuated, I have no trust in your ability to co-parent fairly. Your latest lie is that what you proposed is a 3 day rotation schedule, which it is absolutely not. Your proposal has me only doing Tuesday, Wednesday and Thursday, with you doing Monday and the whole weekend EVERY week. Furthermore, your proposal doesn't even let me have Ava on Thursday night. It is a blatant lie to state that this is what I asked for!

I have consistently offered a fair and reasonable schedule of 3 days on, 3 days off that has Ava spend equal time with each of her parents, including weekdays, weeknights, weekends, and weekend nights. This schedule accommodated your request from August 27 to not spend more than 3 days without Ava. You have consistently rejected or/and ignored my requests to start the 3 day rotation. I am again, respectfully offering the 3 days on, 3 days off schedule and asking to pick up Ava tomorrow morning for 3 days with me (9/9, 9/10, 9/11), returning her to you in the morning of 9/12 for 3 days with you (9/12, 9/13, 9/14) and continuing the 3 day rotation. This is the schedule that will rebuild my trust in you as a co-parent.



Copy text



Share



< Eugene
+17024962898



I never said it was a 3 day rotation; I said it would be 3 days with Ava. How is it withholding when I'm offering you to have Ava for 3 days starting today? And I'm not asking you to make this permanent; its for 9 days. But it would help rebuild trust because you lied.

8:57 AM

E

That is a lie. I will not agree to your schedule, as it is a ridiculous, unfair and unreasonable schedule. I am asking to start a 3 day rotation tomorrow morning, which is a fair and reasonable schedule. Thank you.

8:59 AM

You can come get her this morning and keep her until Thursday at 6pm, as long as you agree in writing because you lied. You don't want to?

9:01 AM

E

I will not agree to the schedule that is not a 3 day



< Eugene
+17024962898




9:01 AM

You can come get her this morning and keep her until Thursday at 6pm, as long as you agree in writing because you lied. You don't want to?

E

I will not agree to the schedule that is not a 3 day rotation, doesn't have Ava spend 3 days and 3 nights with me, and doesn't have Ava spend time with me on the weekends. My schedule is fair and gives Ava equal time to spend with each parent. I have consistently been offering it since August 28 and

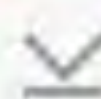
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9:06 AM

9:08 AM

That sounds like a no. Well, my offer stays open if you change your mind and want to see Ava today through Thursday. I'm hoping you will because I want you to see her.



< Eugene
+17024962898



E

I will not agree to your schedule because it is a ridiculous, unfair, and unreasonable proposal. I am, again asking for a 3 days on, 3 days off schedule that is fair and reasonable, starting with me doing a 3 day rotation tomorrow morning. Thank you.

9:14 AM

I'm sorry to hear that. The offer stays open if you change your mind.

9:15 AM

E

I will not agree to your ridiculous, unreasonable, and unfair schedule that doesn't let me have Ava for 3 nights, doesn't let me have Ava on weekends, and doesn't let me spend equal time with Ava. I also work Monday through Thursday and Ava deserves to spend equal time with each of her parents. My 3



View all



9:55




< Eugene
+17024962898



E

I will not agree to your ridiculous, unreasonable, and unfair schedule that doesn't let me have Ava for 3 nights, doesn't let me have Ava on weekends, and doesn't let me spend equal time with Ava. I also work Monday through Thursday and Ava deserves to spend equal time with each of her parents. My 3

 View all



9:55 AM

Would it help if we changed the days? How about Wednesday morning through Friday evening? I want you to have time with Ava, Eugene. But you will have to agree in writing because you lied. Your actions were incredibly traumatic and damaged my trust in you. Again, I'm not asking for anything permane

 View all



10:02 AM





Me

6:26 AM, Sep 9



I'm reaching out again to offer for you to pick up Ava today. I have offered 3 days a week for a couple of weeks now, and you keep saying no, because its not 50/50. Yesterday, I tried to be more flexible and offered Wednesday through Friday, but you again said no. I want you to see Ava, so I'm offering again. You're welcome to pick Ava up today and keep her until Friday evening. Again, because you lied, agreeing to this in writing would help start to rebuild trust that you won't lie to get Ava and then just keep her as long as you want. As I've repeatedly said, this is not permanent. Its only until the hearing on September 17th. Please let me know.




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 Eugene

6:48 AM, Sep 9



Again, these are outrageous lies. You have offered a ridiculous schedule of 2.5 days/2 nights PER WEEK. That schedule is ridiculous, unfair, and unreasonable and I will not agree to it. I have consistently offered 3 days on, 3 days off schedule since August 28, which you have rejected and ignored. At this point you've had Ava for 26 days since August 2, you've had Ava for 10 straight days since August 31. It is an outrageous lie to say that you've offered 3 days on Wednesday through Friday. It's the same 2.5 days/2 nights PER WEEK, which is a draconian schedule and I will not agree to it. The schedule I proposed is a fair and reasonable schedule which has Ava spend 3 days with each of her parents on a 3 days/3 nights rotation basis. I will not agree to less than that. Moreover, you've already had Ava for 10 out of 18 days between August 31 and August 10 by withholding her from me, blatantly lying, and ignoring my daily requests to come and pick her up, like last week where you had Ava during a 4 day weekend, completely ignoring my requests to come and get her. Here's again a modified schedule I proposed yesterday:

Eugene: 9/9, 9/10, 9/11 (all overnight)

Nechole: 9/12, 9/13 (all overnight)

Eugene: 9/14, 9/15, 9/16 (all overnight)

Nechole: 9/17 (overnight). If you agree to this schedule, I will come and pick Ava up right now. I also would like to know how she's doing and get her picture.



Copy text



Share



< Eugene
+17024962898



August 28, which you have rejected and ignored. A

 View all




6:48 AM

I vigorously disagree, but I will not debate this with you today. This is TEMPORARY; it does not reflect what we're asking for in court. I want you to see Ava, so my offer to pick her up today and have her until Friday night stands. Let me know if you change your mind.

6:56 AM

E


You can disagree all you want, but the facts I stated are right there and they will come out in court. And again, no, you don't want me to see Ava, you want me to see Ava on your terms, which are draconian and are meant to control, bully, and intimidate me. Ava deserves to spend equal time with eac

 View all



7:11 AM



 Eugene

7:11 AM, Sep 9



You can disagree all you want, but the facts I stated are right there and they will come out in court. And again, no, you don't want me to see Ava, you want me to see Ava on your terms, which are draconian and are meant to control, bully, and intimidate me. Ava deserves to spend equal time with each of her parents. I stand by my offer and I will not agree to a schedule where I have Ava for less than 3 days/3 nights on a rotation basis, which I proposed on August 28. The schedule I proposed is fair and reasonable and had us alternate 3 days/3 nights each with Ava. You've continuously rejected and/or ignored this schedule, which would have given us 9 days each to spend with Ava between 8/31 and 9/17.

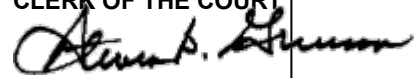


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Share





EXH
ROSENBLUM LAW OFFICES
MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

7375 S Pecos Rd, Ste 101

Las Vegas, NV 89120-3773

(702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **F**

SUPPLEMENTAL EXHIBIT IN SUPPORT OF DEFENDANT'S
OPPOSITION

COMES NOW, Defendant NECHOLE GARCIA by and through her Attorney's, Molly Rosenblum, Esq. and Robert Blau, Esq. of Rosenblum Law Offices and hereby submits the attached exhibits in support of her motion as follows:

Exhibit B: Text Message Exchange on August 11, 2020 between Plaintiff and Defendant, demonstrating Plaintiff's refusal to return minor child as agreed, even though she is still nursing.

1 Exhibit C: Text Message Exchange on August 21, 2020 between Plaintiff
2 and Defendant, regarding Defendant's concern about the welfare of the minor
3 child.

4
5 Dated this **Monday, September 14, 2020**

6
7 Submitted by:
8 **ROSENBLUM LAW OFFICES**

9 

10 **MOLLY ROSENBLUM, ESQ.**

11 Nevada Bar No. 08242

12 **ROBERT BLAU, ESQ.**

13 Nevada Bar No. 10857

14 7375 S Pecos Rd, Ste 101

15 Las Vegas, NV 89120-3773

16 (702) 433-2889—Phone

17 Email: staff@rosenblumlawlv.com

18 Attorney for Defendant

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EXHIBIT B

Tuesday, August 11, 2020

E



MMS 9:38 AM

9:49 AM

How's she doing?

E

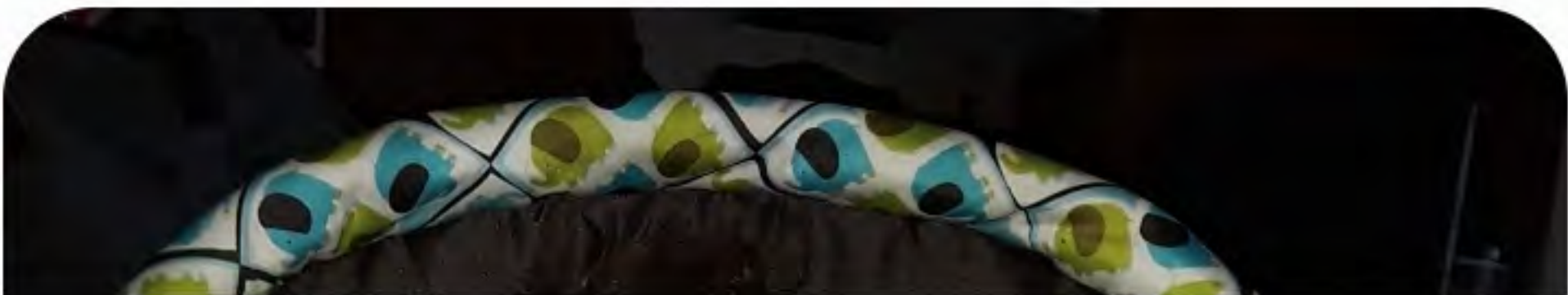
Ava is doing great.

9:50 AM

9:53 AM

Good.

E



< Eugene
+17024962898



Eugene, I do not agree to that. It would also be traumatic for Ava, who hasn't been away for a single night. Please don't do that. We can get this resolved through the courts.

I will say that you try to withhold Ava when I come to pick her up at 5:45 today, I will call the police. Please, please do

3:11 PM



View all



If you love Ava as much as you say, you won't do this. Ava hasn't been away from me for a single day. She's still nursing. This will be traumatic for her. Put your anger and "rights" to the side and do what's best for Ava. You'll get overnights eventually, but we need to do it a way that's best for



View all



3:21 PM


Please respond ASAP



< Eugene
+17024962898



here. So I am keeping her for a while to make up for the tim

 View all




3:27 PM

Eugene, please don't do this to Ava. You're going to traumatize her for the sake of your pride and rights. I will be there, and I promise I will call the police if you don't bring her out. I'm also going to file an emergency motion to have her returned. I have the texts showing you agreed to me pic

 View all



3:37 PM

 Nechole,

I am keeping Ava, she's 50 percent mine. If you wanted to call the police, go ahead, but please don't come here. Ava is staying at my house.

3:45 PM

I'll be there and will be calling the police.

3:49 PM



< Eugene
+17024962898



MMS 10:22 AM



Nechole,

since I have not seen Ava for 8 days, I am going to keep her here for a couple of weeks to make up for the time I've lost. I am her father and I have a right to have her on a 50/50 basis.

2:55 PM

Eugene, I do not agree to that. It would also be traumatic for Ava, who hasn't been away for a single night. Please don't do that. We can get this resolved through the courts. I will say that you try to withhold Ava when I come to pick her up at 5:45 today, I will call the police. Please, please do

3:11 PM



View all



If you love Ava as much as you say, you won't do this. Ava hasn't been away from me for a single day. She's still



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EXHIBIT C



Eugene

+17024962898



Friday, August 21, 2020

8:07 AM

How's Ava doing?

E

Ava is doing very well. She's enjoying spending time with her brothers.

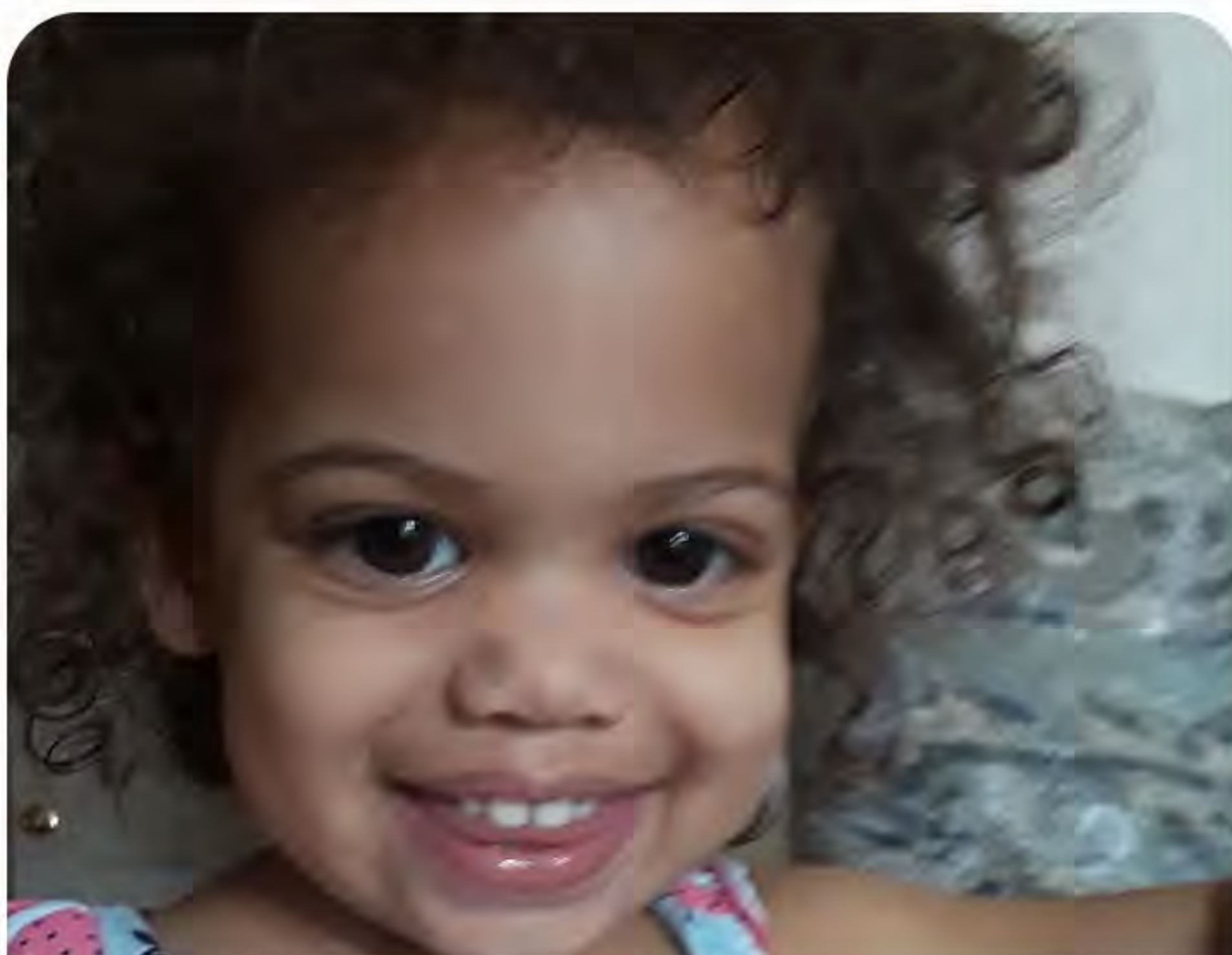
I will bring Ava to you this Monday, August 24th at 7:10 am for a week. I will pick her up from you on Monday, August 31 at 7:10 am for a week.

9:56 AM

I'll see you Monday morning at 7:10am. May I please have a picture of Ava to make sure she's ok?

10:52 AM

E



Matthew P. Harter
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

Evgeny Shapiro, Plaintiff.
vs.
Nechole Garcia, Defendant.

Case No.: D-20-612006-C
Department N

ORDER FOR THE OURFAMILYWIZARD® WEBSITE SERVICES

IT IS HEREBY ORDERED that the parties shall communicate regarding their children via the www.OurFamilyWizard.com website. The parties are hereby ordered to establish a parent account at the aforementioned website and enroll in the program with a reoccurring one-year subscription. The parties must create the account and complete the online sign-up process within seven (7) days of this Order, unless specified otherwise by the Court. The parties shall thereafter conduct all communications regarding shared parenting matters via The OurFamilyWizard® Website until further order of this Court.

IT IS HEREBY ORDERED that the parties shall not communicate via email, text messaging, or telephonic equipment. The parties shall exclusively communicate by utilizing The OurFamilyWizard® Website. The parties may only communicate via telephonic equipment due to an emergency situation which requires action within a twenty-four (24) hour period. The emergency subject and general content of the communication shall be memorialized in a Journal Entry within the Calendar feature of The OurFamilyWizard® Website.

IT IS HEREBY ORDERED that the parties shall utilize The OurFamilyWizard® Website Messaging feature only when information cannot be conveyed via the Calendar, Expense, or Info Bank features. If an entry requires a response, the responding party shall have forty-eight (48) hours to submit the reply.

IT IS HEREBY ORDERED that the parties shall utilize The OurFamilyWizard® Website Expense feature to record and formalize all potentially reimbursable expenses. An electronic file of the receipt must be attached to each payment request. The requesting party shall have the burden of preserving the original receipt in the event that such dispute is brought to litigation.

IT IS HEREBY ORDERED that each party's entries shall be viewable by the Court's Professional Account, "Lawclerk", and each party's attorney-of-record. Furthermore, the parties are put on notice that the OurFamilyWizard® communication may be entered as a future Court Exhibit. This Order shall be sent to The OurFamilyWizard® Website via facsimile at (952) 548-8159. Dated this 17th day of September, 2020

DATED: 17th day of September, 2020.

Honorable Mathew P. Harter
District Court Judge
Department N

72B 432 2449 6ED8
Mathew Harter
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 9/17/2020

15 Jennifer Isso

ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

17
18
19
20
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22
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JA000198

SAO
ROSENBLUM LAW OFFICES
MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

7375 S Pecos Rd, Ste 101

Las Vegas, NV 89120-3773

(702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

STIPULATION AND ORDER

COMES NOW, Defendant, NECHOLE GARCIA, by and through her counsel, ROBERT BLAU, ESQ. and MOLLY ROSENBLUM, ESQ. of ROSENBLUM LAW OFFICES, and Plaintiff, EVGENY SHAPIRO, by and through his counsel, JENNIFER ISSO, ESQ. of THE ISSO & HUGHES LAW FIRM, and hereby stipulate and agree as follows:

IT IS HEREBY STIPULATED AND AGREED that the parties shall utilize the services of Kathleen Bergquist, PhD, MSW, LCSW for the purpose of conducting a custody evaluation in this matter.

ORDER

IT IS HEREBY ORDERED that pursuant to the parties' mutual agreement the custody evaluation shall be performed by Kathleen Bergquist, PhD, MSW, LCSW, pursuant to any applicable conditions and restrictions this court imposes.

Dated this 29th day of October, 2020

Dated this _____ day of _____, 2020.

MEF

DISTRICT COURT JUDGE

A28 D49 135A E62E
Mathew Harter
District Court Judge


MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

ROSENBLUM LAW OFFICES

7375 S Pecos Rd, Ste 101

Las Vegas, NV 89120-3773

(702) 433-2889—Phone

Email: staff@rosenblumlav.com

Attorney for Defendant

/s/ Jennifer Isso, Esq.

JENNIFER ISSO, ESQ.

Nevada Bar No. 13157

ISSO & HUGHES LAW FIRM

2470 St. Rose Pkwy 306F

Henderson, NV 89074

(702) 434-4424—Phone

Email: ji@issohugheslaw.com

Attorney for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/29/2020

15 Jennifer Isso

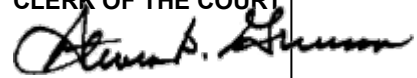
ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

17
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JA000201



1 **NTSO**
2 **ROSENBLUM LAW OFFICES**
3 **MOLLY ROSENBLUM, ESQ.**

4 Nevada Bar No. 08242

5 **ROBERT BLAU, ESQ.**

6 Nevada Bar No. 10857

7 7375 S Pecos Rd, Ste 101

8 Las Vegas, NV 89120-3773

9 (702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

NOTICE OF ENTRY OF STIPULATION AND ORDER

Please take notice that a Stipulation and Order, attached hereto, was entered in the above-entitled action on the **Thursday, October 29, 2020.**

///

///

///

1 Dated this **Tuesday, November 03, 2020**

2 ///

3 Submitted by:

4 **ROSENBLUM LAW OFFICES**

5 

6 **MOLLY ROSENBLUM, ESQ.**

7 Nevada Bar No. 08242

8 7375 S Pecos Rd, Ste 101

9 Las Vegas, NV 89120-3773

(702) 433-2889—Phone

10 Email: staff@rosenblumlav.com

11 Attorney for Defendant

1 **SAO**
2 **ROSENBLUM LAW OFFICES**
3 **MOLLY ROSENBLUM, ESQ.**

4 Nevada Bar No. 08242

5 **ROBERT BLAU, ESQ.**

6 Nevada Bar No. 10857

7 7375 S Pecos Rd, Ste 101

8 Las Vegas, NV 89120-3773

9 (702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlavlv.com

Attorney for Defendant

10 **DISTRICT COURT—FAMILY DIVISION**
11 **CLARK COUNTY, NEVADA**

12 **EVGENY SHAPIRO,**

13 Plaintiff,

14 **vs.**

15 **NECHOLE GARCIA,**

16 Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

17
18 **STIPULATION AND ORDER**

19 COMES NOW, Defendant, NECHOLE GARCIA, by and through her
20 counsel, ROBERT BLAU, ESQ. and MOLLY ROSENBLUM, ESQ. of
21 ROSENBLUM LAW OFFICES, and Plaintiff, EVGENY SHAPIRO, by and
22 through his counsel, JENNIFER ISSO, ESQ. of THE ISSO & HUGHES LAW
23 FIRM, and hereby stipulate and agree as follows:

24 IT IS HEREBY STIPULATED AND AGREED that the parties shall utilize
25 the services of Kathleen Bergquist, PhD, MSW, LCSW for the purpose of
26 conducting a custody evaluation in this matter.
27
28

ORDER

IT IS HEREBY ORDERED that pursuant to the parties' mutual agreement the custody evaluation shall be performed by Kathleen Bergquist, PhD, MSW, LCSW, pursuant to any applicable conditions and restrictions this court imposes.

Dated this 29th day of October, 2020

Dated this _____ day of _____, 2020.

MEF

DISTRICT COURT JUDGE

A28 D49 135A E62E
Mathew Harter
District Court Judge


MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

ROSENBLUM LAW OFFICES

7375 S Pecos Rd, Ste 101

Las Vegas, NV 89120-3773

(702) 433-2889—Phone

Email: staff@rosenblumlav.com

Attorney for Defendant

/s/ Jennifer Isso, Esq.

JENNIFER ISSO, ESQ.

Nevada Bar No. 13157

ISSO & HUGHES LAW FIRM

2470 St. Rose Pkwy 306F

Henderson, NV 89074

(702) 434-4424—Phone

Email: ji@issohugheslaw.com

Attorney for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/29/2020

15 Jennifer Isso

ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

ORDR
ROSENBLUM LAW OFFICES
MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

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Las Vegas, NV 89120-3773

(702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

ORDER FROM SEPTEMBER 17, 2020 HEARING

This matter having come before the Court on the 17th day of September 2020, and Plaintiff EVGENY SHAPIRO, appearing with his counsel JENNIFER ISSO, ESQ. via the Bluejeans application and Defendant NECHOLE GARCIA, appearing with her counsel, MOLLY ROSEBLUM, ESQ., via the Bluejeans application, and the matter having come before the Court for a hearing on Plaintiff's Motion, Defendant's Opposition and Countermotion and Case Management Conference and the Court having considered the arguments of counsel, the representations of the parties and the papers and pleadings on file herein, hereby Orders as follows:

1 IT IS HEREBY ORDERED that the parties shall be referred for a Custody
2 Evaluation. Given the disparity in income, Defendant shall pay the initial retainer
3 to start the process. Thereafter Defendant shall bear threequarters of the cost and
4 Plaintiff shall bear one-quarter of the cost. Defendant shall submit three provider
5 names to Plaintiff by the end of the day. Plaintiff shall select one of the providers
6 by Monday (9/21), or submit the names to the Court for selection. Cost may be
7 reassessed based on the provider's findings. A referral will be issued once a
8 provider is selected.

9 IT IS FURTHER ORDERED that temporarily Plaintiff shall have the child
10 following a week-one/week two schedule. During week one Plaintiff shall have
11 the child each Sunday, Monday, and Tuesday from 7:00 a.m. to 7:00 p.m. During
12 week two, Plaintiff shall have the child each Monday, Tuesday, and Wednesday
13 from 7:00 a.m. to 7:00 p.m. Week one shall commence 9/20/20.

14 IT IS FURTHER ORDERED that the receiving party shall transport the
15 child for visitation.

16 IT IS FURTHER ORDERED that Plaintiff and Defendant shall enroll in
17 the Our Family Wizard (OFW) program within seven (7) days. The Court shall
18 have third party access to both Plaintiff and Defendant's email communication.
19 The parties shall use OFW for a minimum of three (3) years, unless otherwise
20 specified by the Court. The Order for Our Family Wizard Website Services was
21 submitted for the Court's signature.

22 IT IS FURTHER ORDERED that the outsourced provider may contact
23 chambers to obtain copies of the parties' OFW communications.
24
25
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1 IT IS FURTHER ORDERED that the parties shall appear for a status check
2 on December 3, 2020 at 1:30 p.m

Dated this 25th day of November, 2020

3 **DATED** this _____ day of _____, 20____
4
5
6

7 
8 _____
9 DISTRICT COURT JUDGE

10 FFB C20 56B2 BB8B
11 Mathew Harter
12 District Court Judge

HB

13 
14 _____

15 **MOLLY ROSENBLUM, ESQ.**

16 Nevada Bar No. 08242

17 **ROBERT BLAU, ESQ.**

18 Nevada Bar No. 10857

19 ROSENBLUM LAW OFFICES

20 7375 S Pecos Rd, Ste 101

21 Las Vegas, NV 89120-3773

22 (702) 433-2889—Phone

23 Email: staff@rosenblumlawlv.com

24 Attorney for Defendant
25
26
27
28

/s/ Jennifer Issso, Esq.

JENNIFER ISSO, ESQ.

Nevada Bar No. 13157

ISSO & HUGHES LAW FIRM

2470 St. Rose Pkwy 306F

Henderson, NV 89074

(702) 434-4424—Phone

Email: ji@issohugheslaw.com

Attorney for Plaintiff

John Allen

From: Molly Rosenblum <molly@rosenblumlawlv.com> on behalf of Molly Rosenblum
Sent: Tuesday, November 24, 2020 1:15 PM
To: John Allen
Subject: FW: ORDER FROM SEPTEMBER 17 2020 HEARING - Shapiro v. Garcia

From: Jennifer Isso <ji@issohugheslaw.com>
Sent: Tuesday, November 24, 2020 1:08 PM
To: Molly Rosenblum <molly@rosenblumlawlv.com>
Cc: GarciaNecholeZ7316268@projects.filevine.com
Subject: Re: ORDER FROM SEPTEMBER 17 2020 HEARING - Shapiro v. Garcia

Happy holidays! This looks good. Pls add my signature.

Jennifer Isso, Esq.

Isso & Hughes Law Firm

2470 Saint Rose Parkway, Suite 306

Henderson, NV 89074

702.434.4424 (main)

702.712.7811 (cell)

ji@issohugheslaw.com (email)

www.issoandhugheslawfirm.com (website)

WARNING - LEGAL CONFIDENTIALITY NOTICE. This electronic mail message contains confidential information intended only for the use of the individual or entity named above and may be protected by the attorney-client and/or attorney work product privilege. If the reader of this message is not the intended recipient, you are hereby informed that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately at (702) 434-4424 or by reply email and delete the original message and any copies from your system. Thank you.

From: Molly Rosenblum <molly@rosenblumlawlv.com>
Sent: Tuesday, November 24, 2020 12:59 PM
To: Jennifer Isso <ji@issohugheslaw.com>

Cc: GarciaNecholeZ7316268@projects.filevine.com <GarciaNecholeZ7316268@projects.filevine.com>

Subject: ORDER FROM SEPTEMBER 17 2020 HEARING - Shapiro v. Garcia

Jennifer:

Happy Holidays!

Attached is a copy of the proposed order from the September 17, 2020 hearing. I copied it from the minutes so if there is something you want added or changed, please let me know and provide a video citation for the same. If the order meets with your approval, please sign the same and return or please send me authorization via email to utilize your electronic signature. If we have not heard from you with changes or your signature by December 2, 2020, the order will be submitted without the benefit of your input.

Molly

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 11/25/2020

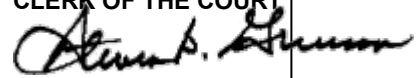
15 Jennifer Isso

ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

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JA000212



1 **NEOJ**
2 **ROSENBLUM LAW OFFICES**
3 **MOLLY ROSENBLUM, ESQ.**

4 Nevada Bar No. 08242

5 **ROBERT BLAU, ESQ.**

6 Nevada Bar No. 10857

7 7375 S Pecos Rd, Ste 101

8 Las Vegas, NV 89120-3773

9 (702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

NOTICE OF ENTRY OF ORDER

Please take notice that an Order, attached hereto, was entered in the above-entitled action on the **Wednesday, November 25, 2020.**

///

///

///

1 Dated this **Wednesday, November 25, 2020**

2 ///

3 Submitted by:

4 **ROSENBLUM LAW OFFICES**

5 

6 **MOLLY ROSENBLUM, ESQ.**

7 Nevada Bar No. 08242

8 7375 S Pecos Rd, Ste 101

9 Las Vegas, NV 89120-3773

(702) 433-2889—Phone

10 Email: staff@rosenblumlav.com

11 Attorney for Defendant

ORDR
ROSENBLUM LAW OFFICES
MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

ROBERT BLAU, ESQ.

Nevada Bar No. 10857

7375 S Pecos Rd, Ste 101

Las Vegas, NV 89120-3773

(702) 433-2889—Phone

(702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,

Plaintiff,

vs.

NECHOLE GARCIA,

Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

ORDER FROM SEPTEMBER 17, 2020 HEARING

This matter having come before the Court on the 17th day of September 2020, and Plaintiff EVGENY SHAPIRO, appearing with his counsel JENNIFER ISSO, ESQ. via the Bluejeans application and Defendant NECHOLE GARCIA, appearing with her counsel, MOLLY ROSEBLUM, ESQ., via the Bluejeans application, and the matter having come before the Court for a hearing on Plaintiff's Motion, Defendant's Opposition and Countermotion and Case Management Conference and the Court having considered the arguments of counsel, the representations of the parties and the papers and pleadings on file herein, hereby Orders as follows:

JA000215

1 IT IS HEREBY ORDERED that the parties shall be referred for a Custody
2 Evaluation. Given the disparity in income, Defendant shall pay the initial retainer
3 to start the process. Thereafter Defendant shall bear threequarters of the cost and
4 Plaintiff shall bear one-quarter of the cost. Defendant shall submit three provider
5 names to Plaintiff by the end of the day. Plaintiff shall select one of the providers
6 by Monday (9/21), or submit the names to the Court for selection. Cost may be
7 reassessed based on the provider's findings. A referral will be issued once a
8 provider is selected.

9 IT IS FURTHER ORDERED that temporarily Plaintiff shall have the child
10 following a week-one/week two schedule. During week one Plaintiff shall have
11 the child each Sunday, Monday, and Tuesday from 7:00 a.m. to 7:00 p.m. During
12 week two, Plaintiff shall have the child each Monday, Tuesday, and Wednesday
13 from 7:00 a.m. to 7:00 p.m. Week one shall commence 9/20/20.

14 IT IS FURTHER ORDERED that the receiving party shall transport the
15 child for visitation.

16 IT IS FURTHER ORDERED that Plaintiff and Defendant shall enroll in
17 the Our Family Wizard (OFW) program within seven (7) days. The Court shall
18 have third party access to both Plaintiff and Defendant's email communication.
19 The parties shall use OFW for a minimum of three (3) years, unless otherwise
20 specified by the Court. The Order for Our Family Wizard Website Services was
21 submitted for the Court's signature.

22 IT IS FURTHER ORDERED that the outsourced provider may contact
23 chambers to obtain copies of the parties' OFW communications.
24
25
26
27
28

1 IT IS FURTHER ORDERED that the parties shall appear for a status check
2 on December 3, 2020 at 1:30 p.m

Dated this 25th day of November, 2020

3 **DATED** this _____ day of _____, 20____
4
5
6

7 
DISTRICT COURT JUDGE

8 FFB C20 56B2 BB8B
9 Mathew Harter
District Court Judge

HB

10 
11 **MOLLY ROSENBLUM, ESQ.**
12 Nevada Bar No. 08242
13 **ROBERT BLAU, ESQ.**
14 Nevada Bar No. 10857
15 ROSENBLUM LAW OFFICES
16 7375 S Pecos Rd, Ste 101
17 Las Vegas, NV 89120-3773
18 (702) 433-2889—Phone
Email: staff@rosenblumlawlv.com
Attorney for Defendant

19
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/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
ISSO & HUGHES LAW FIRM
2470 St. Rose Pkwy 306F
Henderson, NV 89074
(702) 434-4424—Phone
Email: ji@issohugheslaw.com
Attorney for Plaintiff

John Allen

From: Molly Rosenblum <molly@rosenblumlawlv.com> on behalf of Molly Rosenblum
Sent: Tuesday, November 24, 2020 1:15 PM
To: John Allen
Subject: FW: ORDER FROM SEPTEMBER 17 2020 HEARING - Shapiro v. Garcia

From: Jennifer Isso <ji@issohugheslaw.com>
Sent: Tuesday, November 24, 2020 1:08 PM
To: Molly Rosenblum <molly@rosenblumlawlv.com>
Cc: GarciaNecholeZ7316268@projects.filevine.com
Subject: Re: ORDER FROM SEPTEMBER 17 2020 HEARING - Shapiro v. Garcia

Happy holidays! This looks good. Pls add my signature.

Jennifer Isso, Esq.

Isso & Hughes Law Firm

2470 Saint Rose Parkway, Suite 306

Henderson, NV 89074

702.434.4424 (main)

702.712.7811 (cell)

ji@issohugheslaw.com (email)

www.issoandhugheslawfirm.com (website)

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From: Molly Rosenblum <molly@rosenblumlawlv.com>
Sent: Tuesday, November 24, 2020 12:59 PM
To: Jennifer Isso <ji@issohugheslaw.com>

Cc: GarciaNecholeZ7316268@projects.filevine.com <GarciaNecholeZ7316268@projects.filevine.com>

Subject: ORDER FROM SEPTEMBER 17 2020 HEARING - Shapiro v. Garcia

Jennifer:

Happy Holidays!

Attached is a copy of the proposed order from the September 17, 2020 hearing. I copied it from the minutes so if there is something you want added or changed, please let me know and provide a video citation for the same. If the order meets with your approval, please sign the same and return or please send me authorization via email to utilize your electronic signature. If we have not heard from you with changes or your signature by December 2, 2020, the order will be submitted without the benefit of your input.

Molly

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 11/25/2020

15 Jennifer Isso

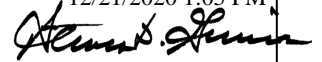
ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

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JA000220


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

Evgeny Shapiro, Plaintiff.

vs.

Nechole Garcia, Defendant

Case No: D-20-612006-C

Department N

DECISION AND ORDER

NRCP 1 states that the procedure in district courts “**should** be construed, administered, and employed by the Court and the parties to secure the just, *speedy, and inexpensive determinations in every action and proceeding.*”

On November 25, 2020 the Court ordered that the parties shall temporarily have a week one / week two schedule. During week one Plaintiff shall have the child each Sunday, Monday and Tuesday from 7:00am to 7:00pm and during week two Plaintiff shall have the child each Monday, Tuesday and Wednesday from 7:00am to 7:00pm. As the parties have yet to come to a full agreement regarding custody, there are currently no orders regarding custody for any upcoming holidays.

On December 18, 2020, Plaintiff filed his *Ex Parte Application for 2020 Holiday Visitation Time on Order Shortening Time* (“Application”). Plaintiff states in his Application that he would like visitation with the child during the upcoming Christmas holiday.

Pursuant to EDCR 2.23 and NRCP 78, the Court can consider a motion and issue a decision on the papers at anytime without oral argument.

This Court notes that in the event that parties cannot come to an agreement regarding a custody arrangement for holidays this Court will order its standard *Default Holiday Schedule* as temporary orders. Therefore the Motion is moot.

THEREFORE IT IS HEREBY ORDERED that Plaintiff’s Application is DENIED.

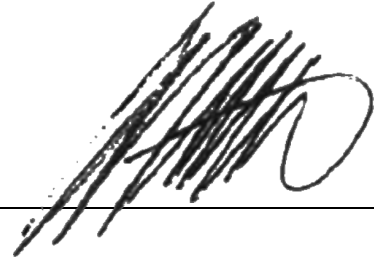
IT IS FURTHER ORDERED that the parties shall TEMPORARILY abide by this Court’s *Default Holiday Schedule* for all holidays until further Order of the Court.

///

1 IT IS FURTHER ORDERED that this Court's *Default Holiday Schedule* shall be provided to
2 the parties together with this Decision and Order.

3
4 **HONORABLE MATHEW P. HARTER**

5 Dated this 21st day of December, 2020

6
7
8 

9
10 EDB 3CD AEE6 DB85
11 Mathew Harter
12 District Court Judge

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that on the above file stamped date I submitted this Minute Order so that each
15 party will be either electronically served, emailed, faxed, or mailed a copy of this Minute
16 Order.

17
18 /s/ Mark Fernandez

19 Mark Fernandez
20 Judicial Executive Assistant
21 Department N
22
23
24
25
26
27
28

DEPARTMENT N DEFAULT HOLIDAY AND VACATION PLAN

THE COURT ENCOURAGES THE PARENTS TO COMMUNICATE REGARDING SHARING TIME WITH THEIR CHILD(REN) FOR HOLIDAYS AND VACATIONS; however, the parties shall abide by the following HOLIDAY AND VACATION PLAN when they are unable agree. The parents may draft and sign a written agreement to deviate from this schedule. Holidays shall take precedence over residential time, and neither party shall be able to take the child(ren) for vacation time during the other party's scheduled holiday time.

ODD YEAR¹

EVEN YEAR

THREE-DAY HOLIDAYS

The holiday visitation shall begin at 3:00 PM (or after-school on school days²) on the Friday prior to the holiday and conclude at 9:00 AM the day following the three-day holiday weekend. If the holiday is not attached to a three day weekend, the applicable party shall spend the holiday with the child(ren) from 9:00 AM to 9:00 PM.

MARTIN LUTHER KING DAY	MOM	DAD
PRESIDENT'S DAY	DAD	MOM
MEMORIAL DAY	MOM	DAD
INDEPENDENCE DAY	DAD	MOM
LABOR DAY	MOM	DAD
NEVADA ADMISSION DAY/HALLOWEEN	DAD	MOM
VETERANS DAY	MOM	DAD

INDIVIDUAL DAYS

The specified parent's visitation shall begin at 9:00 AM on the individual holiday (or after-school on school days), and end at 9:00 PM the same day.

MOTHER'S DAY	MOM	MOM
FATHER'S DAY	DAD	DAD
MOTHER'S BIRTHDAY	MOM	MOM
FATHER'S BIRTHDAY	DAD	DAD

¹ The year indicated is the calendar year and not the age of a child or parent.

² Unless otherwise ordered, any reference to a "school" schedule for the purpose of defining a Holiday or Special Occasion shall be defined by the Clark County School District schedule (view www.ccsd.net to obtain the schedule).

DEPARTMENT N DEFAULT HOLIDAY AND VACATION PLAN

CHILD(REN)'S BIRTHDAY

DAD

MOM

EASTER/SPRING BREAK

The holiday visitation shall begin at 9:00 AM following the last day of school and conclude at 12:00 PM the day before the child returns to school. In the event that a child will travel outside of the county for the holiday, (s)he shall be returned home by 7:00 PM the evening before school resumes. If the child is not in school, the parents shall refer to the Clark County School District calendar.

EASTER/SPRING BREAK

MOM

DAD

THANKSGIVING

The holiday visitation shall begin after-school on the Wednesday preceding Thanksgiving, or at 6:00 PM on that Wednesday if school is not in session. The Thanksgiving holiday vacation shall end at 12:00 PM the day before the child(ren) must return to school, or on the Sunday after Thanksgiving if school is not in session. In the event that the child will travel outside of the county for the holiday, (s)he shall be returned home by 7:00 PM the evening before school resumes.

THANKSGIVING

MOM

DAD

CHRISTMAS HOLIDAY & WINTER BREAK

The first segment of Winter Break shall begin after-school on the last day of school preceding Christmas, or at 6:00 PM, and shall expire at 12:00 PM on Christmas Day. The second segment of Winter Break shall begin at 12:00 PM on Christmas Day and shall expire at 7:00 PM the evening before school resumes. If the child is not in school, the parents shall refer to the Clark County School District Calendar.

CHRISTMAS SEGMENT 1

DAD

MOM

CHRISTMAS SEGMENT 2

MOM

DAD

SUMMER/TRACK BREAK VACATIONS

Each parent shall be entitled to a minimum of one (1) vacation each year with the child(ren). The vacation shall not exceed a consecutive two (2) week period, unless there is a mutual written agreement allowing otherwise.

Each party holding vacation selection priority must notify the other party, via certified mail, of his or her intended vacation time by May 1st within that calendar year. The party who does not hold priority may submit his or her intended

DEPARTMENT N DEFAULT HOLIDAY AND VACATION PLAN

vacation plan to the other party via certified mail as of May 2nd of that calendar year. If the party holding priority fails to submit his or her vacation plan by May 1st, the party who sent his or her vacation plan via certified mail first shall prevail in the event that each party's intended vacation plans conflict.

Holidays shall take precedence over residential time. Neither party shall be able to claim vacation time during another party's holiday time.

VACATION SELECTION PRIORITY	MOM	DAD
------------------------------------	------------	------------

RELIGIOUS HOLIDAYS

Unless otherwise specified by the Court, each parent shall have the right to provide religious instruction to the child, even if they do not share the same religious beliefs, unless there is a child welfare or endangerment issue that the parents cannot resolve. Each parent shall have the opportunity to celebrate holidays with the child. In the event that one parent does not intend to observe a formal ceremony/holiday in his or her specified year, the parent intending to celebrate the holiday shall have the opportunity to have the child attend temple, mass, or whichever religious instruction is observed for that holiday. The parties shall abide by the exchange times as listed in the "Individual Days" section.

Following is a non-inclusive list of other religions where parents shall alternate holidays: Buddhist, Hindu, Greek Orthodox, Eastern and Russian Orthodox, Islamic, World Wide Church of God, Protestant, Lutheran, Baha'i, Church of Latter Day Saints, Sikh, Roman Catholic, Armenian Holidays, Eid of Adha, Chinese, Korean and Vietnamese New Year, etc. Each parent shall alternate each holiday as provided in the following example for Jewish Holidays:

PASSOVER	DAD	MOM
ROSH HASHANAH	MOM	DAD
YOM KIPPUR	DAD	MOM
PURIM	MOM	DAD
SUKKOT	DAD	MOM
HANUKKAH	MOM	DAD
BAR MITZVAH ARRANGEMENTS	DAD	MOM

NOTE: WHERE THERE IS AN OVERLAP OF CONFLICTING RELIGIOUS HOLIDAYS, THE FOLLOWING PRIORITY SHALL PREVAIL:

OVERLAP PRECEDENT:	MOM	DAD
---------------------------	------------	------------

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

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14 Service Date: 12/21/2020

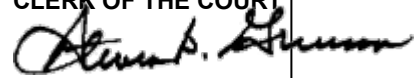
15 Jennifer Isso

ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

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JA000226



1 **OBJ**

2 **ROSENBLUM LAW OFFICES**

3 **MOLLY ROSENBLUM, ESQ.**

4 Nevada Bar No. 08242

5 **ROBERT BLAU, ESQ.**

6 Nevada Bar No. 10857

7 7375 S Pecos Rd, Ste 101

8 Las Vegas, NV 89120-3773

9 (702) 433-2889—Phone

10 (702) 425-9642—Fax

11 Email: staff@rosenblumlav.com

12 Attorney for Defendant

13 **DISTRICT COURT—FAMILY DIVISION**
14 **CLARK COUNTY, NEVADA**

15 **EVGENY SHAPIRO,**

16 Plaintiff,

17 **vs.**

18 **NECHOLE GARCIA,**

19 Defendant.

Case No.: **D-20-612006-C**

Dept. No.: **N**

20 **DEFENDANT’S OBJECTION TO PLAINTIFF’S EX PARTE REQUEST**
21 **FOR HOLIDAY VISITATION TIME ON ORDER SHORTENING TIME**

22 COMES NOW Defendant, NECHOLE GARCIA, by and through her
23 counsel of record of ROSENBLUM LAW OFFICES, and hereby objects to
24 Plaintiff’s Ex Parte Request For Holiday Visitation Time, On Order Shortening
25 Time, as follows:

26 As this Court will recall, Evgeny filed his Complaint for Custody on August
27 7, 2020 requesting joint legal and joint physical custody of the minor child at issue
28 to wit: AVA GARCIA-SHAPIRO (hereinafter “Ava”), born on September 26,
2018. The same day, Evgeny filed a motion requesting joint physical custody of
Ava.

1 On August 14, 2020, Nechole filed her Answer and Counterclaim to
2 Evgeny's complaint.

3 On August 14, 2020, this Court issued an order requiring the parties to
4 participate in Family Mediation regarding the legal and physical custody of Ava
5 as well as discussion concerning a holiday schedule for Ava.

6 On August 18, 2020, Necole filed her opposition to Evgeny's motion. Of
7 principal concern was that on August 11, 2020, Evgeny retrieved Ava under the
8 guise that he was only keeping her for the day. Then, he unilaterally, refused to
9 return Ava. Indeed, by the time Nechole filed her opposition, Evgeny had
10 withheld Ava for over a week refusing to allow Nechole to see or speak with Ava.

11 On August 28, 2020, Evgeny filed his reply continuing to request week
12 on/week off with Ava. However, none of Evgeny's pleadings requested a specific
13 holiday schedule.

14 On September 17, 2020, the parties appeared before this Court for a hearing
15 relative to Evgeny's motion and Nechole's opposition and countermotion. At the
16 time of the hearing, this Court ordered a week 1/week 2 schedule affording
17 Evgeny day-time visits. This Court also ordered an outsourced evaluation
18 regarding custody. A returned hearing was scheduled for December 3, 2020.

19 On October 29, 2020, this Court entered a Stipulation and Order wherein
20 the parties agreed that they would utilize Dr. Kathleen Bergquist to perform the
21 outsourced evaluation.

22 On November 30, 2020, a Stipulation and Order was filed with this Court
23 moving the December 3, 2020 hearing to December 17, 2020.

24 On December 14, 2020, this Court reached out to counsel regarding the
25 status of the outsourced evaluation.

26 On December 15, 2020, Dr. Bergquist notified the Court that she would
27 require at least 2 or 3 months to complete the outsourced evaluation.
28

1 On December 16, 2020, counsel for Nechole asked the Court if the
2 December 17 hearing was being continued due to Dr. Bergquist's request for
3 additional time to complete her report.

4 In an effort to try to resolve the holiday visitation issue, on December 16,
5 2020, counsel for Nechole asked counsel for Evgeny for a proposal regarding the
6 upcoming holidays.

7 Shortly thereafter, the Court notified counsel that unless a stipulation was
8 filed moving the hearing, the December 17, 2020 hearing would move forward.
9 As such, Nechole's counsel assumed holiday visitation would be discussed at the
10 December 17, 2020 hearing.

11 On December 17, 2020, counsel and the parties appeared for the hearing
12 but learned that the matter was continued via a minute order until March 2021.

13 On December 18, 2020, counsel for Evgeny sent a proposal to counsel for
14 Nechole, but Nechole's counsel was out of the office and unable to respond
15 immediately.

16 Shortly thereafter, counsel for Evgeny contacted the Court asking that the
17 matter be placed back on calendar to discuss the upcoming holiday schedule. The
18 Court responded that Evgeny could make an ex parte request.

19 Counsel for Nechole assumed that the Court meant that Ms. Isso could
20 make an ex parte request to place the matter back on calendar. Counsel for
21 Nechole did not expect Evgeny to make an ex parte request for specified visitation
22 and therefore, Nechole now files the instant objection as follows:

23 First, until December 18, 2020, Evgeny failed to request any holiday
24 visitation with Ava whatsoever. Indeed, it was not until counsel for Nechole
25 reached out to his counsel, that Evgeny even suggested having a holiday with Ava.

26 More specifically, not once has Evgeny requested Ava for Halloween,
27 Thanksgiving, Hannukah, Christmas or the New Year's holidays. Rather, it was
28 Nechole's efforts to reach out to Evgeny that prompted Evengy's request for

1 holiday time. As such, Evgeny's proposal for an entire week of visitation with
2 Ava appears disingenuous considering he never asked for any holiday visitation
3 until his counsel was approached about the same.

4 Moreover, Nechole's concerns remain that Evgeny is residing in a small
5 home with his parents and older sons leaving little room for Ava. Indeed, the part
6 of the purpose of the outsourced evaluation was to determine the suitability of
7 each parent's home. This remains a concern for Nechole and has not been resolved
8 by Dr. Bergquist.

9 Finally, Evgeny's proposal for visitation with Ava for nine straight days
10 between 7:00 am and 7:00 pm over Christmas, New Year's Eve and New Year's
11 Day, deprives Nechole of any real meaningful time with Ava for these holidays.
12 As has been the standard for Evgeny throughout these proceedings, it appears his
13 desire for visitation is more about depriving Nechole of meaningful time with Ava
14 than it is about Evgeny spending quality time with his daughter.

15 Given the above, Nechole respectfully requests this Court deny Evgeny's
16 inappropriate ex parte request for holiday visitation and asks this Court set the
17 matter for a hearing to discuss holiday visitation.

18 / / /

1 Alternatively, Nechole proposes that the holiday visitation with Evgeny be
2 as follows:

3 Christmas Day (Friday December 25, 2020) – from 12 pm until 7 pm

4 The week of December 28th, Evgeny will have his regular visitation time
5 January 1, 2021 from 12 pm until 7 pm

6
7 Dated this **Monday, December 21, 2020**

8
9
10 

11 **MOLLY ROSENBLUM, ESQ.**

Nevada Bar No. 08242

12 **ROBERT BLAU, ESQ.**

Nevada Bar No. 10857

13 7375 S Pecos Rd, Ste 101

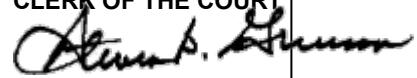
14 Las Vegas, NV 89120-3773

15 (702) 433-2889—Phone

16 (702) 425-9642—Fax

Email: staff@rosenblumlawlv.com

17 Attorney for Defendant



MOT
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Nevada Bar No. 08242
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Nevada Bar No. 10857
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Las Vegas, NV 89120-3773
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Email: staff@rosenblumlav.com
Attorney for Defendant

DISTRICT COURT—FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,
Plaintiff,

vs.

NECHOLE GARCIA,
Defendant.

Case No.: **D-20-612006-C**
Dept. No.: **N**

ORAL ARGUMENT REQUESTED

DEFENDANT’S MOTION FOR RECONSIDERATION OF ORDER
REGARDING HOLIDAY VISITATION TIME ON ORDER
SHORTENING TIME

COMES NOW Defendant, NECHOLE GARCIA, by and through her counsel of record of ROSENBLUM LAW OFFICES, and hereby files her Motion for Reconsideration of this Court Order regarding holiday time, on order shortening time. This motion is made and based on the points and authorities set

1 forth herein, the arguments of counsel and the exhibits attached hereto.

2 Dated this 21st day of December 2020

3 **ROSENBLUM LAW OFFICES**

4
5 /s/ **MOLLY S. ROSENBLUM, ESQ.**

6 **MOLLY ROSENBLUM, ESQ.**

7 Nevada Bar No. 08242

8 **ROBERT BLAU, ESQ.**

9 Nevada Bar No. 10857

10 7375 S Pecos Rd, Ste 101

11 Las Vegas, NV 89120-3773

12 (702) 433-2889—Phone

13 (702) 425-9642—Fax

14 Email: staff@rosenblumlawlv.com

15 Attorney for Defendant

16
17 **POINTS AND AUTHORITIES**

18 **I.**

19 **FACTS**

20 The parties hereto are Plaintiff EVGENY SHAPIRO and Defendant
21 NECHOLE GARCIA. The parties were never married but have one minor child
22 at issue to wit: AVA GARCIA-SHAPIRO born September 26, 2018 now two
23 years old.

24 As this Court will recall, Evgeny filed his Complaint for Custody on August
25 7, 2020 requesting joint legal and joint physical custody of the minor child at issue
26 to wit: AVA GARCIA-SHAPIRO (hereinafter “Ava”), born on September 26,
27 2018. The same day, Evgeny filed a motion requesting joint physical custody of
28 Ava.

1 On August 14, 2020, Nechole filed her Answer and Counterclaim to
2 Evgeny's complaint.

3 On August 14, 2020, this Court issued an order requiring the parties to
4 participate in Family Mediation regarding the legal and physical custody of Ava
5 as well as discussion concerning a holiday schedule for Ava.

6 On August 18, 2020, Necole filed her opposition to Evgeny's motion. Of
7 principal concern was that on August 11, 2020, Evgeny retrieved Ava under the
8 guise that he was only keeping her for the day. Then, he unilaterally, refused to
9 return Ava. Indeed, by the time Nechole filed her opposition, Evgeny had
10 withheld Ava for over a week refusing to allow Nechole to see or speak with Ava.

11 On August 28, 2020, Evgeny filed his reply continuing to request week
12 on/week off with Ava. However, none of Evgeny's pleadings requested a specific
13 holiday schedule.

14 On September 17, 2020, the parties appeared before this Court for a hearing
15 relative to Evgeny's motion and Nechole's opposition and countermotion. At the
16 time of the hearing, this Court ordered a week 1/week 2 schedule affording
17 Evgeny day-time visits. This Court also ordered an outsourced evaluation
18 regarding custody. A returned hearing was scheduled for December 3, 2020.

19 On October 29, 2020, this Court entered a Stipulation and Order wherein
20 the parties agreed that they would utilize Dr. Kathleen Bergquist to perform the
21 outsourced evaluation.

22 On November 30, 2020, a Stipulation and Order was filed with this Court
23 moving the December 3, 2020 hearing to December 17, 2020.

24 On December 14, 2020, this Court reached out to counsel regarding the
25 status of the outsourced evaluation.

26 On December 15, 2020, Dr. Bergquist notified the Court that she would
27 require at least 2 or 3 months to complete the outsourced evaluation.
28

1 On December 16, 2020, counsel for Nechole asked the Court if the
2 December 17 hearing was being continued due to Dr. Bergquist's request for
3 additional time to complete her report.

4 In an effort to try to resolve the holiday visitation issue, on December 16,
5 2020, counsel for Nechole asked counsel for Evgeny for a proposal regarding the
6 upcoming holidays.

7 Shortly thereafter, the Court notified counsel that unless a stipulation was
8 filed moving the hearing, the December 17, 2020 hearing would move forward.
9 As such, Nechole's counsel assumed holiday visitation would be discussed at the
10 December 17, 2020 hearing.

11 On December 17, 2020, counsel and the parties appeared for the hearing
12 but learned that the matter was continued via a minute order until March 2021.

13 On December 18, 2020, counsel for Evgeny sent a proposal to counsel for
14 Nechole, but Nechole's counsel was out of the office and unable to respond
15 immediately.

16 Shortly thereafter, counsel for Evgeny contacted the Court asking that the
17 matter be placed back on calendar to discuss the upcoming holiday schedule. The
18 Court responded that Evgeny could make an ex parte request.

19 Counsel for Nechole assumed that the Court meant that Ms. Isso could
20 make an ex parte request to place the matter back on calendar. Counsel for
21 Nechole did not expect Evgeny to make an ex parte request for specified visitation
22 and as such, Nechole had every intention of filing a written objection to Evgeny's
23 ex parte request for relief. However, before Nechole could file her objection, this
24 Court issued a minute order requiring the parties to abide by the Court's default
25 holiday schedule which requires that the parties essentially share Ava for two
26 weeks with one week to Nechole and the second week to Evgeny.

1 Nechole contends that the Court's minute order is not in Ava's best interest
2 and asks the Court to reconsider. First, until December 18, 2020, Evgeny failed to
3 request any holiday visitation with Ava whatsoever. Indeed, it was not until
4 counsel for Nechole reached out to his counsel, that Evgeny even suggested
5 having a holiday with Ava.

6 More specifically, not once has Evgeny requested Ava for Halloween,
7 Thanksgiving, Hannukah, Christmas or the New Year's holidays. Rather, it was
8 Nechole's efforts to reach out to Evgeny that prompted Evgeny's request for
9 holiday time. As such, Evgeny's proposal for an entire week of visitation with
10 Ava appears disingenuous considering he never asked for any holiday visitation
11 until his counsel was approached about the same.

12 Moreover, Nechole's concerns remain that Evgeny is residing in a small
13 home with his parents and older sons leaving little room for Ava. Indeed, the part
14 of the purpose of the outsourced evaluation was to determine the suitability of
15 each parent's home. This remains a concern for Nechole and has not been resolved
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18 between 7:00 am and 7:00 pm over Christmas, New Year's Eve and New Year's
19 Day, deprives Nechole of any real meaningful time with Ava for these holidays.
20 As has been the standard for Evgeny throughout these proceedings, it appears his
21 desire for visitation is more about depriving Nechole of meaningful time with Ava
22 than it is about Evgeny spending quality time with his daughter.

23 Given the above, Nechole respectfully requests this Court deny Evgeny's
24 inappropriate ex parte request for holiday visitation and asks this Court set the
25 matter for a hearing to discuss holiday visitation.

26 ///
27
28

1 Alternatively, Nechole proposes that the holiday visitation with Evgeny be
2 as follows:

3 Christmas Day (Friday December 25, 2020) – from 12 pm until 7 pm

4 The week of December 28th, Evgeney will have his regular visitation time
5 January 1, 2021 from 12 pm until 7 pm

6 II.

7 LEGAL ARGUMENT

8 A. THIS COURT SHOULD RECONSIDER THE ORDER 9 ENTERED ON DECEMBER 21, 2020

10 Nevada courts have inherent authority to reconsider its prior orders. *Trail*
11 *v. Faretto*, 91 Nev. 401 (1975). Reconsideration is appropriate only where there
12 is substantially different evidence not previously discovered *Masonry & Tile*
13 *Contractors, Inc. v. Jolley, Urga, & Wirth*, 113 Nev. 737 (1997).

14 Further, NRCP 60 states:

15
16 On motion and upon such terms as are just, the court may relieve
17 a party or a party's legal representative from a final judgment,
18 *order*, or proceeding for the following reasons: (1) *mistake,*
19 *inadvertence, surprise, or excusable neglect*; (2) newly
20 discovered evidence which by due diligence could not have been
21 discovered in time to move for a new trial under Rule 59(b); (3)
22 fraud (whether heretofore denominated intrinsic or extrinsic),
23 misrepresentation or other misconduct of an adverse party; (4) the
24 judgment is void; or (5) the judgment has been satisfied, released,
25 or discharged, or a prior judgment upon which it is based has been
26 reversed or otherwise vacated, or it is no longer equitable that an
27 injunction should have prospective application. *The motion shall*
28 *be made within a reasonable time, and for reasons (1), (2), and*
(3) not more than 6 months after the proceeding was taken or the
date that written notice of entry of the judgment or order was
served. A motion under this subdivision (b) does not affect the
finality of a judgment or suspend its operation. This rule does not
limit the power of a court to entertain an independent action to
relieve a party from a judgment, order or proceeding, or to set
aside a judgment for fraud upon the court.

1
2 Furthermore, the Nevada Supreme Court has determined that the Rule is
3 remedial in nature and should be liberally construed.

4 In fact, a court may exercise its discretion to revisit and reverse or vacate a
5 prior ruling if one of five circumstances is present. See *U.S. v. Real Prop. Located*
6 *at Incline Vill.*, 976 F. Supp. 1327,1353 (D.Nev.1997). Those circumstances are:
7 “(1) a clearly erroneous prior ruling, (2) an intervening change in controlling law,
8 (3) substantially different evidence, (4) ‘other changed circumstances,’ and (5)
9 that ‘manifest injustice’ would result were the prior ruling permitted to stand.” *Id.*

10 In the instant matter, Defendant’s counsel did not have the opportunity to
11 be heard or her position considered when the Court issued its minute order.
12 Namely, Defendant remains concerned about the minor child’s young age
13 particularly in light of this Court’s order for an outsourced evaluation and this
14 Court’s statements that a week away from either parent would not be in Ava’s
15 best interests especially since she just turned 2 years old.

16 Furthermore, it was not until Nechole reached out to Evgeny that he even
17 asked for holiday visitation with Ava. As previously stated, Evgeny passed on
18 the opportunity to have Ava for Thanksgiving and Halloween never even
19 broaching the subject. Again, it was not until counsel reached out asking for a
20 proposal that Evgeny demanded a week of time with Ava.

21 Finally, the outsourced evaluation in this case is not complete. This Court
22 has ordered Dr. Bergquist to conduct such an evaluation regarding custody.
23 Nechole questions why the Court would order an outsourced evaluation and
24 require Nechole to pay for the same, then order the parties to essentially do a
25 week on/week off with Ava for the holidays. Again, Nechole simply asks to be
26 heard on this issue as her position was not considered before the Court issued
27 the minute order.
28

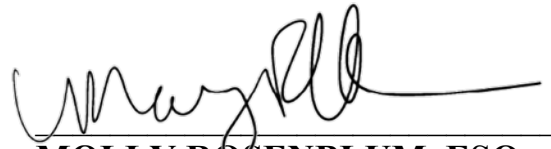
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III.

CONCLUSION

Based upon the facts and authority cited herein, Nechole respectfully requests that her motion be granted in its entirety.

Dated this **Monday, December 21, 2020**



MOLLY ROSENBLUM, ESQ.

Nevada Bar No. 08242

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Attorney for Defendant

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO

Plaintiff/Petitioner

v.

NECHOLE GARCIA

Defendant/Respondent

Case No. D-20-612006-C

Dept. N

**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: NECHOLE GARCIA (DEFENDANT) Date 12/21/2020

Signature of Party or Preparer

Claire C. Munoz

JA000240

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

Evgeny Shapiro, Plaintiff.

Case No: D-20-612006-C

vs.

Department N

Nechole Garcia, Defendant.

MINUTE ORDER

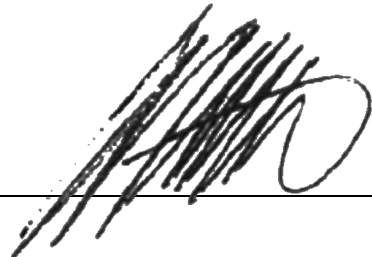
NRCP 1 states that the procedure in district courts “**should** be construed, administered, and employed by the Court and the parties to secure the just, *speedy, and inexpensive determinations in every action and proceeding.*”

On December 21, 2020 this Court DENIED Plaintiff’s *Ex Parte Application for 2020 Holiday Visitation Time on Order Shortening Time* (“Application”) and ORDERED that the parties shall TEMPORARILY aide by this Court’s *Default Holiday Schedule* for all holidays until further Order of the Court. However, it was brought to this Court’s attention that Plaintiff currently only has the minor child during the day time as no overnights have been granted to him yet. The decision to grant the Plaintiff overnight visits is currently pending the results of an ongoing evaluation by a parenting coordinator.

THEREFORE IT IS HEREBY ORDERED that this Court’s *Default Holiday Schedule* shall apply to Plaintiff (Dad) only from 7:00am – 7:00pm on the days the schedule designates as “Dad’s days.”

HONORABLE MATHEW P. HARTER

Dated this 28th day of December, 2020



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Mathew Harter
District Court Judge

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CERTIFICATE OF SERVICE

I hereby certify that on the above file stamped date I submitted this Minute Order so that each party will be either electronically served, emailed, faxed, or mailed a copy of this Minute Order.

/s/ Mark Fernandez
 Mark Fernandez
 Judicial Executive Assistant
 Department N

1 **CSERV**

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3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Evgeny Shapiro, Plaintiff.

CASE NO: D-20-612006-C

7 vs.

DEPT. NO. Department N

8 Nechole Garcia, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/28/2020

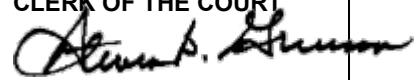
15 Jennifer Isso

ji@issohugheslaw.com

16 Rosenblum Law Offices

staff@rosenblumlawlv.com

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OPP
THE ISSO & HUGHES LAW FIRM
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 Saint Rose Parkway #306F
Henderson, Nevada 89074
Telephone: (702) 434-4424
ji@issohugheslaw.com
Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

EVGENY SHAPIRO,
Plaintiff,
vs.
NECHOLE GARCIA,
Defendant.

CASE NO: D-20-612006-C
DEPT: N

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR RECONSIDERATION
AND OBJECTION AND PLAINTIFF'S COUNTERMOTION TO EXTEND CUSTODIAL
TIME AND **FOR ATTORNEY'S FEES AND OTHER RELATED RELIEF**

COMES NOW, Plaintiff, EVGENY SHAPIRO, by and through his counsel of record,
JENNIFER ISSO, Esq. of the ISSO & HUGHES LAW FIRM, and hereby opposes Defendant's
Motion and hereby moves this Honorable Court for its motion granting the Plaintiff the
following relief:

1. Denying Defendant's **motion** in its entirety;
2. Extending Plaintiff's custodial time;
3. Awarding Plaintiff **Attorneys' fees** and costs to be paid by Defendant; and
4. Other related relief as the Court deems just and proper.

///

1 This Opposition and Countermotion is made and based upon the papers and pleadings
2 on file herein, the following Points and Authorities, the Affidavit of Plaintiff attached hereto,
3 and upon such oral argument as may be made by counsel at the time of the hearing on this
4 matter.

5 Dated this 28th day of December 2020.

6 /s/ Jennifer Issso
7 JENNIFER ISSO, ESQ.
8 Nevada Bar No. 13157
9 2470 Saint Rose Parkway #306F
10 Henderson, Nevada 89074
11 Telephone: (702) 434-4424
12 ji@issohugheslaw.com
13 *Attorney for Plaintiff*

14 FACTUAL BACKGROUND

15 Plaintiff EVGENY SHAPIRO (hereinafter “Evgeny” or “Dad”) and Defendant
16 NECHOLE GARCIA (hereinafter “Defendant”) were never married but have one minor child
17 at issue to wit: AVA GARCIA-SHAPIRO born September 26, 2018 now two years old. Evgeny
18 filed his Complaint for Custody on August 7, 2020 requesting joint legal and joint physical
19 custody of the minor child at issue. Defendant filed an answer seeking primary physical
20 custody.

21 OPPOSITION

22 On December 21, 2020, the Court issued a minute order adopting a holiday schedule
23 for the parties. This schedule gives the parties equal holiday time to spend with the minor
24 child. This order was entered based on a request by counsel after counsel to resolve the issue
25 with opposing counsel. Numerous emails were sent by the undersigned counsel to opposing
26 counsel. The last three emails went unanswered despite the fact that there was an ongoing
27 dialog between counsel discussing holiday time and extending Plaintiff’s custodial time. See
28 “Exhibit 1” attached to the appendix of exhibits. In fact, the opposing party offered to

1 extend Plaintiff's custodial time. *See Id.* However, after undersigned counsel sent three follow
2 up emails, the opposing counsel and opposing party (who is also an attorney and was cc'd on
3 the emails) decided to not respond to the follow-up emails/requests. Thereafter, the court
4 issued a holiday order and Defendant filed an objection and motion for reconsideration.

5 The Defendant's objection and motion for reconsideration do not display any concerns
6 regarding safety for the minor child. In fact, Plaintiff's custodial time since the initial hearing
7 on September 17, 2020 have been going very well¹ and there have been no issues (as
8 anticipated). Dr. Bergquist² has further visited with the Plaintiff in his home. Where she
9 toured the home and questioned his other children. During these last three months,
10 Defendant has not filed any motion or emergency request with the court regarding Plaintiff's
11 custodial time. Defendant has not made any police or cps report. Defendant in fact has never
12 even reached out to the undersigned counsel to address any safety or welfare concerns of the
13 minor child. That is because NONE exists!!

14 Evgeny attempted to resolve the holiday schedule with the opposing party without
15 court intervention but his attempts were futile. Evgeny should be awarded fee's and costs for
16 having to file a request with the court and now to defend against this frivolous motion.
17 Evgeny is a fit and proper parent and deserves equal time.

18 In the past, Defendant has made baseless and fictitious allegation that Evgeny has never
19 bonded with the child that were deeply hurtful and insulting. Dad has constantly pursued to
20 **be in the child's life and has been in the child's life. Dad attended every prenatal appointment,**
21 **every doctor's appointment, and was there for the child's birth in the hospital. Dad changes**

22 ¹ Plaintiff is a teacher with no criminal background and no history of drug use.

23 ² Dr. Kathleen Bergquist, the court appointed therapist, has already inspected Evgeny's home and spoke to
24 Evgeny. Dr. Berquist has not made any request to place this matter on calendar for any emergency or concerns
25 to safety that she may have.

1 her diapers, cooks and feeds the child, reads to the child, teaches the child Russian, and plays
2 guitar and piano for the child to sing. Dad has constantly wanted to see the child more and
3 during the relationship, Dad ALWAYS wanted to MOVE IN with the child and Defendant. But
4 Defendant being a control freak has done anything and everything to keep Dad away so she
5 can have complete control over the child.

6 Nothing has changed in Defendant's approach to not wanting Evgeny to have equal
7 time with the child when it comes to holiday visitation. Defendant has continued to show that
8 she is not willing to foster a relationship between the child and Dad. See NRS125C.0035(c).
9 Evgeny has proven that he is a fit and proper person for joint physical custody. Therefore, he
10 is fit and proper to share equal holiday time with his child. The Court made the correct ruling
11 and Nechole is not entitled to reconsideration. In fact, Evgeny is requesting to extend his
12 custodial time to overnights.
13

14 LEGAL ANALYSIS

15 **A. DEFENDANT'S MOTION FOR RECONSIDERATION MUST BE DENIED**

16 Defendant appears to be seeking relief from the holiday court order pursuant to NRCP
17 60(b)(1) based on mistake, inadvertence, surprise or excusable neglect. However, Defendant
18 fails to address how the holiday order is a mistake, inadvertence, surprise or excusable
19 neglect. the court may relieve a party from final judgement, order or proceeding for the
20 following reasons: (1) mistake, inadvertence, surprise, or excusable neglect. Under NRCP 60
21 (b), the district court has wide discretion in deciding whether to grant or deny a motion to set
22 aside a judgment. *Stoecklein v. Johnson Electric, Inc.*, 109 Nev. 268, 271, 849 P.2d 305, 307
23 (1993). However, this legal discretion cannot be sustained where there is no competent
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1 evidence to justify the court's action. Id., 849 P.2d at 307. “**When** assessing an NRCP 60 (b)
2 (1) claim, the district court “must analyze whether the movant: (1) promptly applied to
3 remove the judgment; (2) lacked intent to delay the proceedings; (3) demonstrated good
4 faith; (4) lacked knowledge of procedural requirements; and (5) tendered a meritorious
5 defense to the claim for relief.” *Bauwens v. Evans*, 109 Nev. 537, 539, 853 P.2d 121, 122
6 (1993) (citation omitted). The element of a “**meritorious defense**” was eliminated in *Epstein*
7 *vs. Epstein*, 113 Nev. 1401, 950 P.2d 771 (1997), overruling *Lesley vs. Lesley*. Further,
8 reconsideration of a prior ruling is appropriate only in limited circumstances, such as the
9 discovery of new evidence, an intervening change in controlling law, or where the initial
10 decision is manifestly unjust...[It] is not an avenue to relitigate the same issues and argument
11 upon which the court has already ruled. See *Fortunet, Inc. v. Melange Computer Servs.*, 2006
12 U.S. Dist. LEXIS 88821 (2006). In this case, Defendant has failed to provide any competent
13 evidence to warrant a reconsideration.
14
15

16 Defendant has not been able to show that there was mistake, inadvertence, surprise, or
17 excusable neglect. In fact, there is no mistake as the law and policy in this state to award Joint
18 Physical custody to both parties. See NRS 125C.001 (The Legislature declares that it is the
19 policy of this State: To ensure that minor children have frequent associations and continuing
20 relationship with both parents after the parents have ended their relations, to encourage the
21 parents to share the rights and responsibilities of child rearing; and to establish that each
22 parent have equivalent duty to provide for their child...).
23

24 Further, Defendant has not been able to show that the motion was made in good faith
25 or lacked intent to delay the proceedings. In fact, Defendant’s motion was not made in good
26 faith as undersigned counsel was attempting to resolve the holiday schedule without court
27 intervention. However, opposing counsel responded to two emails and then went silent went
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undersigned counsel tried to obtain an agreement. See Exhibit 1. In fact, Defendant who is an attorney herself was cc'd on the emails requesting a stipulation to holiday time. But Defendant also become a "mute" and did not respond. So there is no good faith. Further, the motion to reconsider and the order shortening time request is nothing more than to delay the proceedings and interfere with Evgeny's holiday time with his daughter. Lastly, Defendant has not shown that she or her counsel lacked knowledge of procedural requirements. In fact, opposing counsel is an astute attorney who has litigated family law cases for many years. Therefore, Defendant (movant) failed to show and meet the requisite factors to setting aside or reconsideration of the holiday order.

COUNTERMOTION

B. EVGENY'S CUSTODIAL TIME SHOULD BE EXTENDED TO OVERNIGHTS

As stated previously, Joint physical custody is the policy of this state unless analysis of the best interest factors show otherwise. In this case, Evgeny has been part of the child's life since birth and has cared for the child while the Defendant was working her long shifts with the City of Henderson. Defendant did not object when Evgeny was taking care of the child and the Defendant was benefitting financially. However, when Evgeny was requesting additional time (such as on weekends), Defendant refused. Evgeny was forced to file a complaint for custody and since the first hearing in September 2020, Evgeny has been exercising his custodial time with no issues. In fact, Defendant has not filed any motion or emergency request with the court regarding Plaintiff's custodial time. Defendant has not made any police or cps report. Defendant in fact has never even reached out to the undersigned counsel to address any safety or welfare concerns of the minor child. That is because NONE exists!! Defendant is only concerned with "controlling" the situation and interfering with Evgeny's relationship with his daughter. Therefore, since Evgeny's custodial time as been going well (as

1 anticipated), he is requesting that his time is modified to Week 1. Friday 7am through
2 Monday 7am, and Week 2 Monday 7am through Thursday 7am.

3
4 A. Evgeny Should be Awarded Legal Fees

5 *EDCR 5.501* is clear in its requirement for a moving party to attempt to resolve issues
6 before bringing them to the Court: (a) Before any family division motion is heard by the court,
7 the movant must attempt to contact and communicate with the other party's counsel, or that
8 party if unrepresented, in an attempt to resolve the issue or issues in dispute without the
9 necessity of court intervention. Failure to comply with this provision may result in
10 sanctions being imposed against the movant and an award of attorney's fees and
11 costs to the non-movant if the issues would have, in the opinion of the court, been
12 resolved if the movant had attempted to resolve the issues prior to the hearing. Evgeny has
13 made multiple efforts to resolve the issues, all to no avail. He was then forced to reach out to
14 the department and file an exparte request. Evgeny is seeking attorney's fees associated with
15 that work as well as the attorney's fees associated with drafting this opposition and attending
16 the hearing. Furthermore, pursuant to *NRS 18.010*, the Court should award attorney's fees to
17 deter frivolous motions. Therefore, Evgeny is requesting \$1,950 for attorney's fees and costs.
18 Evgeny is requesting that Defendant be ordered to pay ALL of his **reasonable attorney's fees**
19 and costs of Court, relating to this pleading. Pursuant to *Brunzell v. Golden Gate National*
20 *Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), there are four (4) primary considerations set
21 as set forth in Brunzell:
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26 1. The Qualities of the Advocate: ability, his training, education, experience,
27 professional standing and skill.

28 The undersigned counsel has been in practice over five (5) years, since 2013, and has an
extensive background litigating a wide range domestic relations cases covering divorce,