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Attorney for Appellant

Electronically Filed
Nov 05 2021 08:16 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

STEPHANIE RUBIDOUX

Appellant,

vs.

DANIEL RUBIDOUX

Respondent.

Supreme Court Case: 83628

DOCKETING STATEMENT

COMES NOW, Appellant STEPHANIE RUBIDOUX, (hereinafter referred to as “Appellant”), through her attorney of record, ALEX B. GHIBAUDO, ESQ., of the law firm of ALEX B. GHIBAUDO, P.C., and hereby submits the following docketing statement pursuant to NRAP 14.

- 1) This is an appeal from a judgment rendered in the Eight Judicial District Court, Family Division, County of Clark, Department U, Judge Dawn Throne, Case No. D-20-601936-D.

2) **ATTORNEY FILING THIS DOCKETING STATEMENT:**

Alex B. Ghibaud, Esq., of the law firm Alex B. Ghibaud, P.C., located at 197 E. California St., Suite 250, Las Vegas, Nevada 89104, telephone number 702-978-7090, client STEPHANIE RUBIDOUX.

3) **ATTORNEY REPRESENTING RESPONDENT:**

Nedda Ghandi, Esq. Ghandi Deeter Blackham 725 S 8th St, Suite 210. Las Vegas, NV 89101 nedda@ghandilaw.com P - (702) 878-1115, client DANIEL RUBIDOUX.

4) **NATURE OF DISPOSITION BELOW:**

This is an appeal from an order granting Defendant-Respondent joint legal and joint physical custody of the minor child after a two (2) day evidentiary hearing.

5) **DOES THIS APPEAL RAISE ISSUES RE: CHILD CUSTODY, VENUE, OR TERMINATION OF PARENTAL RIGHTS:**

Yes.

6) **PENDING AND PRIOR PROCEEDINGS IN THIS COURT:**

There are no other pending or prior proceedings in this Court related to this matter.

7) **PENDING AND PRIOR PROCEEDINGS IN OTHER COURTS:**

N/A.

8) **NATURE OF ACTION:**

On September 16, 2021 the district court issued its Findings of Fact, Conclusions of Law and Judgment awarding the parties joint physical

and joint legal custody of the minor child. Notice of entry of that order was filed on the same day. The district court found that Defendant-Respondent committed acts of domestic violence by clear and convincing evidence. The district court ruled that Defendant-Respondent overcame the presumption that he is not fit to have either joint or primary physical custody (citing the wrong rule). However, the district court made no findings of fact justifying its conclusory statement and, similarly, made no findings or explanation how its order protected the minor child from further acts of domestic violence. In addition, there was no substantial evidence presented that joint physical custody was in the child's best interest. Furthermore, the district court recited the best interests factors and those facts that it thought fit those factors but failed to tie the findings made to the ruling rendered.

9) ISSUES ON APPEAL:

- a. Did the district court commit legal error or abuse its discretion when it failed to make specific findings of fact justifying its belief that Defendant-Respondent overcame the presumption against joint or primary physical custody after the district court found by clear and convincing evidence that acts of domestic violence in fact occurred?

- b. Did the district court err or abuse its discretion when it failed to make specific findings or orders that would protect the child from further acts of domestic violence?
- c. Were the district court's conclusory statements related to its finding that Defendant-Respondent overcame the presumption against domestic violence sufficient to justify its ruling?
- d. Were the district court's conclusory statements concerning its orders and whether they would sufficiently protect the minor child from further acts of domestic violence sufficient to satisfy the requirements of NRS 125C.0035(5)?
- e. Did the district court have substantial evidence justifying its order granting Defendant-Respondent joint legal and joint physical custody of the minor child?
- f. Should this Court set forth factors or define what evidence is necessary to overcome the presumption against domestic violence to give the district courts guidance when making a determination under NRS 125C.0035(5)?

10) PENDING PROCEEDINGS IN THIS COURT RAISING THE SAME OR SIMILAR ISSUES:

N/A.

11) CONSTITUTIONAL ISSUES:

None.

12) OTHER ISSUES:

None.

13) **ASSIGNMENT TO THE COURT OF APPEALS OR
RETENTION IN THE SUPREME COURT:**

This matter should be retained by the Supreme Court pursuant to NRAP 17(a)(11) because it raises a matter of first impression (whether this Court should give further guidance, in the form of factors to consider, or otherwise, when the district courts must determine if the presumption contained in NRS 125C.0035(5) is overcome).

14) **TRIAL:**

This matter was adjudicated after a two (2) day trial on May 14, 2021 and June 25, 2021.

15) **JUDICIAL DISQUALIFICATION:**

Appellant does not intend to file a Motion to disqualify any justice.

16) **DATE OF ENTRY OF WRITTEN JUDGMENT OR ORDER
APPEALED FROM:**

March 23, 2021.

17) **DATE WRITTEN NOTICE OF ENTRY OF JUDGMENT OR
ORDER WAS SERVED:**

September 16, 2021.

18) **TOLLING OF NOTICE OF APPEAL:**

The time for filing the *Notice of Appeal* was not tolled by a post-judgment Motion.

19) **DATE NOTICE OF APPEAL WAS FILED:**

October 4, 2021.

20) **SPECIFY STATUTE OR RULE GOVERNING THE TIME
LIMIT FOR FILING THE NOTICE OF APPEAL:**

NRAP 4(a)(1).

21) **SPECIFY THE STATUTE OR OTHER AUTHORITY
GRANTING THIS COURT JURISDICTION TO REVIEW THE
JUDGMENT OR ORDER APPEALED FROM:**

NRAP 3A(b)(1).

22) **LIST ALL PARTIES INVOLVED IN THE ACTION OR
CONSOLIDATED ACTIONS IN THE DISTRICT COURT:**

STEPHANIE RUBIDOUX and DANIEL RUBIDOUX.

23) **DESCRIPTION OF CLAIMS:**

This is a domestic relations matter.

24) **DID THE JUDGMENT OR ORDER APPEALED FROM
ADJUDICATE ALL THE CLAIMS ALLEGED BELOW AND
THE RIGHTS AND LIABILITIES OF ALL THE PARTIES TO
THE ACTION OR CONSOLIDATED ACTIONS BELOW?**

Yes.

25) **SPECIFY THE CLAIMS REMAINING BELOW:**

None.

26) **SPECIFY THE PARTIES REMAINING BELOW:**

None.

27) **CERTIFICATION OF JUDGMENT:**

The District Court did not certify the judgment as final.

28) **BASIS FOR SEEKING APPELLATE REVIEW:**

The challenged order is appealable pursuant to NRAP 3A(b)(1).

29) **ATTACHMENTS:**

- 1) Complaint;
- 2) Answer and Counterclaim;
- 3) Reply to Counterclaim;
- 4) Findings of fact and conclusions of law and notice of entry of order;
- 5) Notice of appeal.

DATED this 5th day of November, 2021.

Respectfully submitted,

/s/ Alex Ghibaudo

Alex B. Ghibaudo, Esq.

Attorney for Appellant

VERIFICATION

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

Stephanie Rubidoux
Name of Appellant

Alex B. Ghibaud, Esq.
Name of Counsel of Record

November 5th, 2021

/s/ Alex Ghibaud

Dated

Signed

Clark County, Nevada

State and County Where Signed

CERTIFICATE OF SERVICE

I certify that in the 5th day of November, 2021, I served a true and correct copy of Appellant's *Docketing Statement* upon Respondent through the Nevada Supreme Court's electronic filing system to:

Nedda Ghandi, Esq.
Ghandi Deeter Blackham
725 S 8th St, Suite 210.
Las Vegas, NV 89101
nedda@ghandilaw.com
Attorney for Respondent

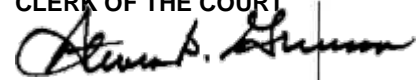
DATED this 5th day of November, 2021.

Respectfully submitted,

/s/ Alex Ghibaud

Alex B. Ghibaud, Esq.
Nevada Bar No. 10592
ALEX B. GHIBAUDO, PC.
Attorney for Appellant

EXHIBIT 1



CASE NO: D-20-601936-D
Department: To be determined

1 **COMD**
2 **JOHN T. KELLEHER, ESQ.**
3 Nevada Bar No. 006012
4 **R. NATHAN GIBBS, ESQ.**
5 Nevada Bar No. 005965
6 **KELLEHER & KELLEHER, LLC**
7 40 South Stephanie Street, Suite 201
8 Henderson, Nevada 89012
9 Telephone (702) 384-7494
10 Facsimile (702) 384-7545
11 **rngibbs@kelleherandkelleher.com**
12 Attorney for Plaintiff, **STEPHANIE RUBIDOUX**

DISTRICT COURT
CLARK COUNTY, NEVADA

10 **STEPHANIE RUBIDOUX,**
11 Plaintiff,
12 v.
13 **DANIEL RUBIDOUX,**
14 Defendant.

CASE NO.:
DEPT. NO.:

COMPLAINT FOR DIVORCE

17 COMES NOW Plaintiff, **STEPHANIE RUBIDOUX**, by and through her attorney, **R. Nathan**
18 **Gibbs, Esq.**, of the law firm of Kelleher and Kelleher, LLC, and as and for a Complaint for Divorce
19 against Defendant, **DANIEL RUBIDOUX**, alleges as follows:

20 1. That Plaintiff, **STEPHANIE RUBIDOUX** is a resident of the State of Nevada and,
21 for a period of more than six weeks immediately preceding the commencement of this action, has
22 resided and been physically present and domiciled in Clark County in the State of Nevada, and now
23 resides and is domiciled therein, and, during all of said period of time, Plaintiff has had and still has
24 the intent to make said State of Nevada her home, residence and domicile for an indefinite period
25 of time.

26 2. That Plaintiff and Defendant were married on or about June 21, 2014 in Las Vegas,
27 Nevada and ever since said date have been and now are, husband and wife.

28 ///

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
(702) 384-7494
Facsimile (702) 384-7545

1 3. That there is one minor child born the issue of this marriage, to wit: RILEY
2 RUBIDOUX, born January 13, 2016. There are no adopted children and Plaintiff is not currently
3 pregnant

4 4. That Nevada is the habitual residence and home state of the minor child

5 5. That the parties are fit and proper persons to have joint legal custody of the minor
6 child, with primary physical custody of the minor child to Plaintiff, STEPHANIE RUBIDOUX

7 6. That Defendant should pay child support to STEPHANIE RUBIDOUX as well as
8 pay a share of RILEY's preschool and daycare expenses pursuant to Nevada law.

9 7. That Defendant shall provide medical insurance for the minor child and the parties
10 should split equally all medical expenses not covered by insurance.

11 8. That there is community property to be adjudicated by this Court.

12 9. That there are community debts to be adjudicated by this Court.

13 10. That Plaintiff STEPHANIE RUBIDOUX shall have exclusive possession of the
14 marital residence, and that Defendant DANIEL RUBIDOUX not be allowed to bring his animals to
15 the marital residence.

16 11. That Defendant has engaged in marital waste and has incurred debts which he alone
17 should be responsible for.

18 12. That Plaintiff STEPHANIE RUBIDOUX should receive spousal support from
19 Defendant DANIEL RUBIDOUX.

20 13. That Plaintiff has incurred attorneys fees and costs in bringing this action, and
21 Defendant should pay the attorneys fees and costs of Plaintiff.

22 14. That Plaintiff and Defendant are incompatible in their tastes, natures, views, likes and
23 dislikes, which have become widely separate and divergent so that the parties hereto have been and
24 now are incompatible to such an extent that it now appears that there is no possibility of
25 reconciliation between Plaintiff and Defendant and there remains such an incompatible temperament
26 between Plaintiff and Defendant that a happy marital status can no longer exist.

27 WHEREFORE, Plaintiff prays for judgment as follows:
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1. That the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be dissolved, set aside and forever held for naught, and the parties hereto, and each of them, be restored to their single, unmarried status.

2. That the Court grant the relief requested in the Complaint.

DATED this 6 day of January, 2020.

KELLEHER & KELLEHER, LLC.



R. NATHAN GIBBS, ESQ.

Nevada Bar No. 005965

40 South Stephanie Street, Suite 201

Henderson, Nevada 89012

Attorney for Plaintiff, **STEPHANIE RUBIDOUX**

VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

I, STEPHANIE RUBIDOUX, being first duly sworn, depose and say:

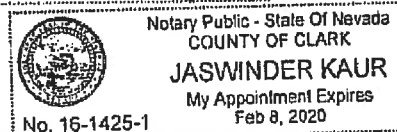
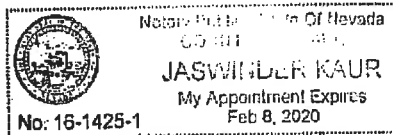
That I am Plaintiff in the above-entitled action; that I have read the foregoing COMPLAINT FOR DIVORCE, and know the contents thereof; that the same is true of my own knowledge, except for those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

DATED this 4 day of January, 2020.


STEPHANIE RUBIDOUX

SUBSCRIBED and SWORN to before
me this 4 day of January, 2020.


NOTARY PUBLIC in and for said
County and State.

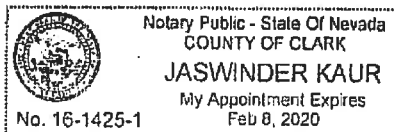


ACKNOWLEDGMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

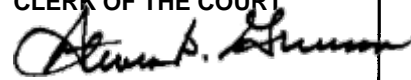
Before me, the undersigned, a Notary Public in and for said State and County, personally appeared STEPHANIE RUBIDOUX, who was personally known, or proven to me to be the person who executed the above COMPLAINT FOR DIVORCE and verification, and acknowledged to me that she executed the same freely, voluntarily and for purposes stated therein.

Witness my hand and official seal this 4 day of January, 2020.




NOTARY PUBLIC

EXHIBIT 2



AACC
WEBSTER & ASSOCIATES
ANITA A. WEBSTER, ESQ.
Nevada Bar No. 1221
JEANNE F. LAMBERTSEN, ESQ.
Nevada Bar No. 9460
6882 Edna Ave.
Las Vegas, Nevada 89146
Tel No: (702) 562.2300
Fax No: (702) 562-2303
e-mail: anitawebster@embarqmail.com
e-mail: jlambertsen@embarqmail.com
Attorney for Defendant, unbundled

DISTRICT COURT

CLARK COUNTY, NEVADA

STEPHANIE RUBIDOUX,

Plaintiff,

v.

DANIEL RUBIDOUX,

Defendant.

CASE NO.: D-20-601936-D
DEPT NO.: R

**ANSWER AND
COUNTERCLAIM**

COMES NOW the Defendant, Daniel Rubidoux, by and through his attorneys, ANITA A. WEBSTER, ESQ., and JEANNE F. LAMBERTSEN, ESQ., in a unbundled capacity, of the law offices of WEBSTER & ASSOCIATES and in Answer to the Complaint for Divorce on file herein, admits, denies and alleges as follows:

1. Defendant admits the allegations contained in Paragraphs 1, 2, 3, 4, 8 and 9 of the Plaintiff's Complaint for Divorce.
2. In response to Paragraph 5, Defendant admits that the parties should

W:\Family\Rubidoux, Daniel\Pleadings\Drafts\ACC with children.wpd

1 share joint legal custody of the child but denies the remaining allegations
2 contained therein.

3 3. In response to Paragraph 7, denied in part and admitted in part. Plaintiff
4 is currently maintaining medical insurance, but the parties must share the
5 medical insurance premiums, therefore denied in part. Defendant admits
6 that the parties should be responsible for 50% of the medical costs and
7 deductibles not covered by insurance pursuant to the 30/30 rule,
8 therefore admitted in part.

9
10 4. Defendant denies the allegations contained in Paragraphs 6, 10, 11, 12
11 and 13 of the Plaintiff's Complaint for Divorce.
12

13 **Counterclaim**

14 COMES NOW the Defendant/Counterclaimant, and for his Counterclaim
15 for Divorce against the Plaintiff/Counterdefendant, complains and alleges as
16 follows:
17

18 I.

19 Plaintiff/Counterdefendant, for a period of more than six weeks
20 immediately preceding commencement of this action, has been and now is an
21 actual, bona fide resident of the State of Nevada.
22

23 II.

24 Plaintiff/Counterdefendant and Defendant/Counterclaimant were married
25 on June 21, 2014, in Las Vegas, Nevada, and ever since have been and now
26 are husband and wife.

27 ///

1 III.

2 There is one minor child of this relationship, namely: Riley Rubidoux,
3 born January 13, 2016. Plaintiff/Counterdefendant is not currently pregnant to
4 Defendant/Counterclaimant's knowledge. The State of Nevada, County of
5 Clark has jurisdiction over the minor child as the child has resided in Clark
6 County, Nevada for more than six months prior to these proceedings.
7

8 IV.

9 The parties are fit and proper persons to be awarded joint legal and joint
10 physical custody of the minor child.
11

12 V.

13 The court should set child support in accordance with NRS 125B.070 et.
14 seq. and Wright v. Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998) and NAC
15 425.
16

17 VI.

18 Plaintiff should continue to maintain health insurance for the minor child
19 and the parties should divide the monthly premium and equally divide all
20 unreimbursed medical, dental, optical, and orthodontic expenses pursuant to
21 the 30/30 Rule.
22

23 VII.

24 The parties should equally divide all agreed upon extracurricular
25 expenses for the minor child pursuant to the 30/30 Rule.
26

27 VIII.

28 The parties' community property and community debt should be divided

1 in accordance with Nevada law.

2 IX.

3 The Defendant/Counterclaimant should be awarded exclusive possession
4 of the marital residence, perform drywall, paint and other minor repairs, and
5 ready the residence to be promptly listed for sale with a mutually agreeable
6 licensed real estate agent. Any out-of-pocket expenses for repair supplies
7 should be equally shared by the parties. The net sale proceeds should be
8 divided between the parties in accordance with Nevada law.
9

10 X.

11 That neither party should be awarded spousal support.
12

13 XI.

14 That Defendant/Counterclaimant be reimbursed for the community waste
15 committed by Plaintiff/Counterdefendant.
16

17 XII.

18 That the Plaintiff/Counterdefendant shall maintain her married name or
19 revert to using her maiden name, if she so chooses.
20

21 XIII.

22 That the Plaintiff/Counterdefendant should be responsible for paying
23 Defendant/Counterclaimant's attorney's fees and costs.
24

25 XIV.

26 During the course of said marriage, the tastes, mental disposition, views,
27 likes and dislikes of Defendant/Counterclaimant and Plaintiff/Counterdefendant
28 have become so widely separated and divergent that the parties have become


1 incompatible to such an extent that it is impossible for them to live together as
2 husband and wife; that the incompatibility between Plaintiff and Defendant is
3 so great that there is no possibility of reconciliation between them.

4
5 WHEREFORE, Defendant/Counterclaimant prays for a Judgment as
6 follows:

- 7 1. That the marriage existing between Plaintiff and Defendant be dissolved
8 and that Defendant be granted an absolute Decree of Divorce and that
9 each of the parties be restored to the status of a single, unmarried
10 person;
11
12 2. That the Court deny Plaintiff the relief requested in the complaint.
13 3. That the Court grant the Defendant the relief requested in this
14 Counterclaim; and
15 4. For such other relief as the Court finds to be just and proper.

16 DATED this 21 day of January, 2020.

17
18 **WEBSTER & ASSOCIATES**

19
20 By: 
21 ANITA A. WEBSTER, ESQ.
22 Nevada Bar No. 1221
23 JEANNE F. LAMBERTSEN, ESQ.
24 Nevada Bar No. 9460
25 6882 Edna Ave.
26 Las Vegas, Nevada 89146
27 Attorney for Defendant, unbundled
28

VERIFICATION

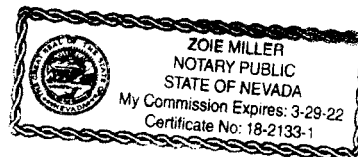
STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

Daniel Rubidoux, being first duly sworn, deposes and says that: I am the Defendant/Counterclaimant in the above-entitled action. I have read the foregoing ANSWER AND COUNTERCLAIM, know the contents thereof, and the same is true of my own knowledge, except as to any matters therein stated upon information and belief and as to those matters, I believe them to be true.


DANIEL RUBIDOUX

SUBSCRIBED and SWORN to before me
this 21st day of January, 2020.


NOTARY PUBLIC



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of WEBSTER & ASSOCIATES, and that on this 21st day of January, 2020, I caused the above and foregoing document to be served as follows:

- ☒ [X] by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ [] by placing the same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ [] pursuant to EDCR 7.26 to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ [] by hand-delivery with signed Receipt of Copy.

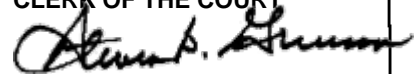
To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

John T. Kelleher, Esq.
Hjuilfs@kelleherandkelleher.com



An employee of WEBSTER & ASSOCIATES

EXHIBIT 3



RCCM
JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
KELLEHER & KELLEHER, LLC
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Telephone (702) 384-7494
Facsimile (702) 384-7545
kelleherjt@aol.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

STEPHANIE RUBIDOUX,

Plaintiff,

vs.

DANIEL RUBIDOUX,

Defendant.

CASE NO.: D-20-601936-D
DEPARTMENT: N

REPLY TO COUNTERCLAIM

COMES NOW Plaintiff, Stephanie Rubidoux, by and through her attorney of record, John T. Kelleher, Esq., of the law firm of Kelleher and Kelleher, LLC, and hereby answers Defendant's Counterclaim for Divorce as follows:

1. Answering paragraphs I, II, III, XII, and XIV of Defendant's Counterclaim on file herein, Plaintiff admits the allegations.
2. Answering paragraph IV of Defendant's Counterclaim on file herein, Plaintiff admits that the parties are fit and proper persons to be awarded joint legal custody of the minor child but denies that the parties are fit and proper persons to be awarded joint physical custody of the minor child.
3. Answering paragraphs V, IX, X, XI, and XIII of Defendant's Counterclaim on file herein, Plaintiff denies the allegations.

///

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
(702) 384-7494
Facsimile (702) 384-7545

4. Answering paragraph VI of Defendant's Counterclaim on file herein, Plaintiff admits that the parties should divide the monthly insurance premium for the minor child and equally divide all unreimbursed medical, dental, optical, and orthodontic expenses pursuant to the 30/30 Rule but denies that Plaintiff should continue to maintain health insurance for the minor child.

5. Answering paragraph VII of Defendant's Counterclaim on file herein, Plaintiff is without sufficient information necessary to form a basis for belief regarding the truth or falsity contained in said paragraph and therefor denies the same.

6. Answering paragraph VIII of Defendant's Counterclaim on file herein, Plaintiff is without sufficient information necessary to form a basis for belief regarding the truth or falsity contained in said paragraph and therefor denies the same.

7. Answering paragraph 11 of Defendant's Counterclaim on file herein, Plaintiff is without sufficient information necessary to form a basis for belief regarding the truth or falsity contained in said paragraph and therefor denies the same.

8. Answering paragraph 12 of Defendant's Counterclaim on file herein, Plaintiff is without sufficient information necessary to form a basis for belief regarding the truth or falsity contained in said paragraph and therefor denies the same.

WHEREFORE, Plaintiff prays that Defendant take nothing by reason of his Counterclaim, and for such other relief requested and otherwise as the Court may deem just and proper in the circumstances.

DATED this 7 day of February, 2019.

KELLEHER & KELLEHER, LLC



R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Attorney for Plaintiff

CERTIFICATE OF SERVICE

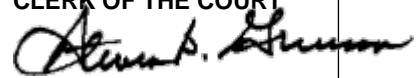
I hereby certify that on the 7 day of February, 2020, a true and correct copy of the above and foregoing REPLY TO COUNTERCLAIM was served electronically via E-Service Master

List of Odyssey and addressed as follows:

Anita A. Webster, Esq.
Jeanne F. Lambertsen, Esq.
Webster & Associates
anitawebster@embarqmail.com
jlambertsen@embarqmail.com
Attorneys for Defendant


An employee of Kelleher & Kelleher, LLC

EXHIBIT 4



**NEOJ
GHANDI DEETER BLACKHAM**

Nedda Ghandi, Esq.
Nevada Bar No. 11137
Email: nedda@ghandilaw.com
Brian E. Blackham, Esq.
Nevada Bar No. 9974
Email: brian@ghandilaw.com
725 S. 8th Street, Suite 100
Las Vegas, Nevada 89101
Telephone: (702) 878-1115
Facsimile: (702) 979-2485
Attorneys for Defendant

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

STEPHANIE RUBIDOUX,

Plaintiff,

vs.

DANIEL RUBIDOUX,

Defendant.

Case No.: D-20-601936-D
Dept. No.: R

NOTICE OF ENTRY OF ORDER

TO: ALL INTERESTED PARTIES:

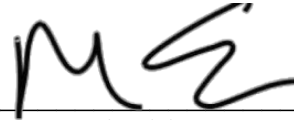
YOU ARE HEREBY NOTICED that Findings of Fact, Conclusions of Law,
and Decree of Divorce was entered on the 16th day of September 2021.

///

1 A copy of said Findings of Fact, Conclusions of Law, and Decree of Divorce
2 is attached hereto.

3 Dated this _16th_ day of September, 2021.

4 **GHANDI DEETER BLACKHAM**

5 
6

7 Brian E. Blackham, Esq.
8 Nevada Bar No. 9974
9 725 S. 8th Street, Suite 100
10 Las Vegas, Nevada 89101
11 Attorney for Defendant
12
13
14
15
16
17
18
19
20

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 16TH day of September 2021, I served a
3 copy of this NOTICE OF ENTRY OF ORDER upon each of the parties and
4 addressed to those counsel of record:

- 5 ☒ Electronic Service to:
6 ☐ Via Facsimile to:
7 ☐ Via Email to:
8 ☐ Placing in the U.S. Mail, with postage fully prepaid, addressed to:

9 PAGE LAW FIRM
10 Fred Page, Esq.
6930 S. Cimarron Rd., Suite 140
Las Vegas, NV 89113
Email: fpagelawoffices.com
Attorney for Plaintiff

11 

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An employee of Ghandi Deeter Blackham

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

STEPHANIE RUBIDOUX,

Plaintiff,

vs.

DANIEL RUBIDOUX,

Defendant.

CASE NO.: D-20-601936-D

DEPT. NO.: U

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND DECREE OF DIVORCE**

On May 14, 2021, and June 25, 2021, this matter came on for a Non-Jury Trial, before the Honorable Dawn R. Throne, Department U of the Eighth Judicial District Court, Family Division. Plaintiff Stephanie Rubidoux (Stephanie) was present and represented by her attorney of record, Fred Page, Esq., of PAGE LAW FIRM. Defendant Daniel Rubidoux (Dan) was present and represented by his attorney of record, Brian E. Blackham, Esq., of GHANDI DEETER BLACKHAM. The Court, having read and reviewed all the papers and pleadings on file, having heard and considered testimony of the parties and witnesses, having considered the exhibits admitted at the Non-Jury Trial, and good cause

1 appearing therefore, makes the following Findings of Fact, Conclusions of Law,
2 Decision and Orders.

3 **PROCEDURAL HISTORY**

4 1. This matter was initiated by a Complaint for Divorce, filed by
5 Stephanie, on January 7, 2020. Dan filed his Answer and Counterclaim for Divorce
6 on January 21, 2020, and Stephanie filed her Reply to Dan's Counterclaim on
7 February 7, 2020.

8 2. Pursuant to the Order entered May 15, 2020, from the Case
9 Management Conference and Return Hearing from FMC Mediation, held on April
10 16, 2020, the Court ordered, in pertinent part, that the Partial Parenting Agreement
11 is to be executed at a later date, that there will be no custody designation at this
12 time, and that Dan shall have alternating visitation with Riley during week one,
13 from Friday at 6:00 p.m. until Sunday at 6:00 p.m., and during week two, from
14 Friday at 6:00 p.m. until Monday at 10:00 a.m.¹ The Court further ordered that
15 without prejudice, and based on the stipulation of the parties, effective May 1,
16 2020, Dan shall pay child support to Stephanie in the amount of \$998.64 per
17 month.²

18 3. At the September 15, 2020 status check regarding trial viability, the
19 parties advised that a global resolution had not been reached as to child custody,

20 ¹ See Order entered May 15, 2020.

² *Id.*

1 divorce, and all related matters, and Non-Jury Trial was set for February 2, 2021
2 and February 22, 2021. The Non-Jury Trial dates were continued via stipulation of
3 the parties, and the Non-Jury Trial was eventually held in this matter on May 14,
4 2021 and June 25, 2021.

5 NOW THEREFORE, BASED UPON THE TESTIMONY AND
6 EVIDENCE ADMITTED AT THE EVIDENTIARY HEARING, THIS COURT
7 H. REBY FINDS:

8 **FINDINGS OF FACTS**

9 1. The parties were married on June 21, 2014. This is almost a seven
10 year marriage.

11 2. There is one (1) minor child issue of this marriage, to wit: Riley
12 Rubidoux (Riley), born January 13, 2016.

13 3. The parties are both bona fide residents of Nevada and the Court has
14 personal and subject matter jurisdiction in this case.

15 4. Per the parties' Partial Parenting Agreement entered on June 16,
16 2020, the parties share joint legal custody and reached an agreement on holidays,
17 vacations, and transportation.

18 5. The parties are incompatible in marriage such that there is no chance
19 of reconciliation, Plaintiff is not now pregnant, and the parties are entitled to an
20 absolute Decree of Divorce.

1 6. At the time of the Non-Jury trial, the parties stipulated that neither
2 party would be awarded alimony and thus, that issue was not before the Court.

3 7. The parties have not resolved physical custody. This is the primary
4 dispute in this case. The sole consideration is what is in Riley's best interest. The
5 Court must consider the best interest factors in NRS 125C.0035(4).

6 8. The parties also do not have an agreement regarding where Riley will
7 attend school for Kindergarten. This is also a best interest analysis.

8 9. As to the division of community property and debts, this Court took
9 evidence and considered argument in the context of NRS 125.150, while also
10 considering the stipulations of the parties as to the division of some community
11 property and debts as further described below. In that regard, the parties
12 stipulated to following division of specified community property and debts, which
13 the Court adopts as its orders as to these assets and debts:

14 i. Each party shall be awarded any and all bank accounts in
15 their respective names;

16 ii. Dan shall be awarded the Ford Fusion as his sole and
17 separate property, subject to the loan thereon;

18 iii. Stephanie shall be awarded the 2009 Mercury Mariner,
19 subject to the loan thereon, as her sole and separate property;

20 iv. Stephanie's Nevada PERS shall be divided in accordance

1 with the time rule set forth in Gemma v. Gemma as of June 30, 2021. The
2 division shall be accomplished by a Qualified Domestic Relations Order or
3 equivalent order (QDRO) to be prepared by Shann Winesett, Esq. at Las Vegas
4 QDRO, with the parties equally sharing the cost thereof;

5 v. Dan's Fidelity 401(k) shall be equally divided as of June
6 30, 2021. If a QDRO is required to divide this asset, the same shall be performed
7 by a QDRO-preparer of Stephanie's choice, and Stephanie shall be solely
8 responsible for the cost of the QDRO;

9 vi. Stephanie's T-Rowe Price IRA is a mixed-character asset.
10 The balance of the IRA at the time of marriage was \$25,376.27, and the parties
11 agree that this sum is Stephanie's sole and separate property. The remaining value
12 as of June 30, 2021 shall be divided equally between the parties. If a QDRO is
13 required, the same shall be prepared by Shann Winesett, Esq. at Las Vegas
14 QDRO, with Dan being solely responsible for the cost of the same;

15 vii. Each party shall be solely responsible for all credit card
16 debts in their respective names;

17 viii. Dan shall be solely responsible for the Navy Federal Credit
18 Union Debt; and

19 ix. Each party shall be awarded all personal effects, jewelry,
20 and clothing in their possession and/or in their respective names and any and all

1 bank accounts and other property in each party's name, possession, or control and
2 not otherwise disposed of.

3 **CONCLUSIONS OF LAW**

4 **1. Child Custody**

5 At the outset, the Court notes that the parties have stipulated to sharing joint
6 legal custody of Riley, subject to the terms contained in the Partial Parenting
7 Agreement entered on June 16, 2020.

8 NRS 125C.001 states:

9 The Legislature declares that it is the policy of this State:

10 1. To ensure that minor children have frequent associations
11 and a continuing relationship with both parents after the parents
12 have ended their relationship, become separated or dissolved
their marriage;

13 2. To encourage such parents to share the rights and
responsibilities of child rearing; and

14 3. To establish that such parents have an equivalent duty to
15 provide their minor children with necessary maintenance, health
16 care, education and financial support. As used in this subsection,
17 "equivalent" must not be construed to mean that both parents are
responsible for providing the same amount of financial support
to their children.

18 NRS 125C.0015 states:

19 Parents have joint custody until otherwise ordered by court.
20

1 1. The parent and child relationship extends equally to every
2 child and to every parent, regardless of the marital status of the
3 parents.

4 2. If a court has not made a determination regarding the
5 custody of a child, each parent has joint legal custody and joint
6 physical custody of the child until otherwise ordered by a court
7 of competent jurisdiction.

8 NRS 125C.0025 states:

9 Joint physical custody.

10 1. When a court is making a determination regarding the
11 physical custody of a child, there is a preference that joint
12 physical custody would be in the best interest of a minor child if:

13 (a) The parents have agreed to an award of joint physical
14 custody or so agree in open court at a hearing for the
15 purpose of determining the physical custody of the minor
16 child; or

17 (b) A parent has demonstrated, or has attempted to
18 demonstrate but has had his or her efforts frustrated by the
19 other parent, an intent to establish a meaningful
20 relationship with the minor child.

2. For assistance in determining whether an award of joint
physical custody is appropriate, the court may direct that an
investigation be conducted.

(Emphasis supplied).

The Court must determine the child's "best interests" pursuant to the NRS
125C.0035(4) which states and is analyzed in the underlying matter as follows:

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

3 Riley is only five years old and thus, not of a sufficient age and capacity to
4 form an intelligent preference as to her custody.

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

6 This factor is not applicable to the present case.

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

9 The Court concludes this factor favors Dan. The Court has serious concerns
10 with Stephanie's ability to support Dan's relationship with Riley. Specifically,
11 prior to the April 16, 2020 hearing in this matter, where the Court awarded
12 visitation to Dan, Stephanie refused to allow Dan any visitation with Riley from
13 March 15, 2020 until the Court ordered the same at the hearing. Likewise,
14 Stephanie withheld Dan's visitation during Christmas, which was a violation of the
15 Court's order. These actions demonstrate Stephanie's unwillingness to foster
16 Riley's relationship with Dan.

17 (d) The level of conflict between the parents.

18 The Court concludes this factor is neutral. While the conflict between the
19 parties was previously high due to the level of toxicity in their relationship and
20 how they put Riley in the middle of it, since their separation, the level of conflict
has minimized.

1 (e) The ability of the parents to cooperate to meet the needs of the child.

2 Stephanie's attitude in all respects is that she is superior to Dan as a parent,
3 that his wishes and ideas should not be considered, and that it is "her way or the
4 highway." Such attitudes demonstrate that Stephanie has impeded the parties'
5 ability to cooperate to meets Riley's need. The testimony and evidence did not
6 show that Stephanie is a superior parent and in fact, both parents have
7 shortcomings. However, the Court's concerns as to this factor are moderated by the
8 temporary visitation schedule, wherein Dan had custody of Riley 35.7% of the
9 time. The parties abided by this schedule over the past fourteen months, most of
10 which occurred without issue and with the parties working together. Thus, the
11 Court concludes this factor is neutral.

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

13 Some testimony was presented that Stephanie had problems in the past with
14 anxiety and prescriptions; however, Stephanie testified she is no longer taking
15 anxiety medication and instead switched to melatonin to help with her sleep and
16 anxiety. Some testimony was presented that Dan previously had issues with
17 marijuana, but the testimony shows this was no longer an issue after the parties'
18 reconciliation in 2019. Dad's use of alcohol did increased, but at no point in the
19 litigation did Stephanie file anything with the Court indicating that there was an
20 imminent, ongoing concern, such as a request for Soberlink monitoring, SCRAM

1 monitoring, or proof of arrests, or calls to the police that predate the filing of the
2 present divorce action. The Court therefore concludes this factor is neutral.

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

4 Riley has multiple needs that do not favor either parent having primary
5 physical custody. Riley is five years old and needs to feel safe and secure. While
6 residing together, the parties did not provide Riley with safety and security due to
7 their constant fighting, and the chaos, and drama in the home. Now that the parties
8 have separated, Riley is safer, more secure, and happy because there is no longer
9 ongoing chaos in the parties' relationship. The Court concludes this factor is
10 neutral.

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

12 Riley has a good relationship with both parties, and Stephanie testified at the
13 time of trial and at her deposition that Riley looks forward to her time with Dan.
14 Riley is a happier child now that she has one-on-one time with each parent. The
15 Court concludes this factor is neutral.

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

17 This factor is not applicable to the present case.

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

19 Both parties have neglected Riley's emotional needs by involving the child
20 and in, and letting her observe, their conflict. The Court notes in particular the

1 incidents occurring in January 2019 and in May 2019, which were quite
2 frightening to Riley. Stephanie's action of waking Riley up in the middle of the
3 night, removing her from the residence, and driving with Riley in her lap 20 miles
4 to her parents' house was completely irresponsible, as there was no need to wake
5 Riley up and remove her from the home in the middle of the night. If something
6 was going on in the home, Stephanie should have called the police. This was not a
7 good decision on Stephanie's part. The Court concludes this factor is neutral.

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

11 NRS 125C.0035(5) requires that this Court make specific findings of fact
12 after an evidentiary hearing is held on whether the alleged acts of domestic
13 violence occurred.

14 NRS 125C.0035(5) states as follows:

15 Except as otherwise provided in subsection 6 or NRS 125C.210, a
16 determination by the court after an evidentiary hearing and finding
17 by clear and convincing evidence that either parent or any other
18 person seeking physical custody has engaged in one or more acts
19 of domestic violence against the child, a parent of the child or any
20 other person residing with the child creates a rebuttable
presumption that sole or joint physical custody of the child by the
perpetrator of the domestic violence is not in the best interest of the
child. Upon making such a determination, the court shall set forth:

(a) Findings of fact that support the determination that one or
more acts of domestic violence occurred; and

1 (b) Findings that the custody or visitation arrangement ordered by
2 the court adequately protects the child and the parent or other
victim of domestic violence who resided with the child.

3 The testimony and evidence presented demonstrate a lot of domestic
4 violence allegations between the parties. There were multiple inappropriate actions
5 between the parties in front of the child, such as the language used, Stephanie
6 removing the child from the home in the middle of the night, and Dan attempting
7 to stop Stephanie and Riley from leaving, all of which put Riley in danger. The
8 Court finds there is one act of domestic violence that Stephanie proved by clear
9 and convincing evidence, and that is the incident that occurred in January 2019.
10 The Court concludes this incident was clearly domestic violence on the part of
11 Dan, as he put his hands on Stephanie, and it does not matter what Stephanie said
12 to antagonize the incident. However, Dan has rebutted the presumption under NRS
13 124C.0035(5) because he has been able to parent Riley over the past 14 months,
14 and he has demonstrated that Stephanie did not appear afraid in any of the alleged
15 domestic violence incidents, but in fact, antagonized him by calling him things
16 such as an “oversensitive bitch.” Both parties have engaged in inappropriate
17 behavior, but in the January 2019 incident, Dan’s actions rose to the level of
18 domestic violence. Despite this, and because Dan rebutted the presumption that
19 sole or joint physical custody of the child by the perpetrator of the domestic
20 violence is not in the best interest of the child, the Court can craft a custodial

1 timeshare and exchange protocol (contained in the orders below) that minimizes
2 the parties' contact with each other and the chances of further inappropriate verbal
3 arguments or physical altercations, thereby protecting Stephanie and Riley.

4 The Court further notes that both criminal cases against Dan resulting from
5 Stephanie's allegations of domestic violence were dismissed. Thus, the Court
6 cannot use either of those cases as clear and convincing evidence of domestic
7 violence.

8 (l) Whether either parent or any other person seeking physical custody has
9 committed any act of abduction against the child or any other child.

10 This factor is not applicable.

11 Based upon the analysis above, the Court finds that it is in Riley's best
12 interest to award the parties joint physical custody, subject to the timeshare and
13 protocol contained in the orders below.

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1 **2. Child Support and Health Insurance.**

2 NAC 425.115 states, in pertinent part, the following:

3 1. If the parties do not stipulate to a child support obligation
4 pursuant to NAC 425.110, the court must determine the child
5 support obligation in accordance with the guidelines set forth in this
6 chapter.

7 2. If a party has primary physical custody of a child, he or she is
8 deemed to be the obligee and the other party is deemed to be the
9 obligor, and the child support obligation of the obligor must be
10 determined.

11 3. If the parties have joint physical custody of a child, the child
12 support obligation of each party must be determined. After each
13 party's respective child support obligation is determined, the child
14 support obligations must be offset so that the party with the higher
15 child support obligation pays the other party the difference.

16 ...

17 NAC 425.140 states the following, in pertinent part:

18 1. For one child, the sum of:

19 (a) For the first \$6,000 of an obligor's monthly gross income,
20 16 percent of such income;

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

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

 Commensurate with an award of joint physical custody to the parties, an
award of child support should be made. Relevant to this determination, the Court

1 finds that Dan's gross monthly income is \$9,571.07, Stephanie's gross monthly
2 income is \$6,144.02, and Stephanie provides health insurance for Riley in the total
3 amount of \$210.00 per month. The Court's child support calculation is contained
4 in the orders below.

5 **3. The Child's School.**

6 Where parents disagree as to where a minor child should attend school, the
7 case of *Arcella v. Arcella*, 133 Nev. 868, 407 P.3d 341 (2017) controls. In *Arcella*,
8 the Court identified 10 factors that must be considered in determining which
9 school a minor child should attend, which are analyzed below. These factors are
10 illustrative rather than exhaustive; they are merely intended to serve as a starting
11 point for a district court's analysis. *Id.* at 346-47, 872. Determining which school
12 placement is in the best interest of a child is a broad-ranging and highly fact-
13 specific inquiry, so a court should consider any other factors presented by the
14 particular dispute, and it should use its discretion to decide how much weight to
15 afford each factor. *Id.*, at 347, 872.

16 Here, Dan asks the Court to order that Riley continue attending Good
17 Samaritan Christian Academy (Good Samaritan), and Stephanie asks the Court to
18 order that Riley attend Sheila Tarr Academy of International Studies (Sheila Tarr).
19 Given the factual findings contained above, the Court makes the following analysis
20 of the factors set forth in *Arcella*:

1. The wishes of the child, to the extent that the child is of sufficient age and capacity to form an intelligent preference.

Riley is only five years old and is not of a sufficient age or capacity to form an intelligent preference as to her school.

2. The child's educational needs and each school's ability to meet them, and
3. The curriculum, method of teaching, and quality of instruction at each school.

At Sheila Tarr, there will be more opportunity for a bigger class, more options for subjects, challenging subjects, and diversity, given Riley will attend the magnet program at Sheila Tarr. Online learning does not work for Riley and at Sheila Tarr, Riley will have a full day of kindergarten in person, which will meet Riley's needs. The Court concludes that Riley's educational needs and the schools' respective abilities to meet those needs favors the magnet program at Sheila Tarr Elementary.

4. The child's past scholastic achievement and predicted performance at each school.

The Court cannot measure predicted scholastic achievement as Riley will only be starting kindergarten. The Court concludes this factor is neutral.

5. The child's medical needs and each school's ability to meet them.

Riley does not have any specific medical needs relevant to this factor. The Court concludes this factor is neutral.

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1 6. The child's extracurricular interests and each school's ability to satisfy them.

2 The Court makes no findings concerning this factor.

3 7. Whether leaving the child's current school would disrupt the child's academic
4 progress and 8. The child's ability to adapt to an unfamiliar environment.

5 Although there was some testimony and theory that Riley may experience an
6 advantage to beginning school at Good Samaritan based on her prior daycare
7 experience at the school. This factor might favor Good Samaritan. No evidence
8 was presented indicating Riley does not have the normal ability at her age to adapt
9 to change and regardless, it is going to be a change as Riley is beginning
10 kindergarten.

11 9. The length of commute to each school and other logistical concerns.

12 Given Dan's testimony as to the location of his job, work schedule, and
13 flexibility in his work schedule as to him being an outside salesperson, the Court
14 finds he can still make the commute to work on his custodial days if the parties
15 are able to coordinate in advance, and Stephanie is flexible. If Dan has to be at
16 office early, he should let Stephanie know ahead of time. Although this factor
17 favors Good Samaritan, the advantages of going to Sheila Tarr outweigh the
18 logistical concerns, and Dan has ability to work around logistical concerns and
19 make it work.

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1 10. Whether enrolling the child at a school is likely to alienate the child
2 from a parent.

3 The Court concludes that Riley will not be alienated from a parent by
4 attending either school and therefor concludes this factor is neutral.

5 Based upon the above analysis, the Court concludes that Riley's best
6 interests would be served by attending the magnet program at Sheila Tarr
7 Elementary School beginning the 2021-22 school year.

8 **4. Division of Community Property and Debts:**

9 NRS 125.150(1)(b) states:

10 1. In granting a divorce, the court:

11 . . .

12 (b) Shall, to the extent practicable, make an equal
13 disposition of the community property of the parties, except
14 that the court may make an unequal disposition of the
15 community property in such proportions as it deems just if
16 the court finds a compelling reason to do so and sets forth in
17 writing the reasons for making the unequal disposition.

18 As previously mentioned, the parties stipulated to the disposition of much of
19 the community property and debt at issue, leaving only a few items of community
20 property and debt for this Court to address.

 As to the net proceeds from the sale of the marital residence located at 7183
Blowing Breeze Ave, Las Vegas, Nevada 89179, Stephanie introduced Plaintiff's
Exhibit 25, an alleged Postnuptial Agreement, in her request that the Court award

her the entirety of the net proceeds from the sale of the marital residence. The Court finds that Plaintiff's Exhibit 25 is not a valid Postnuptial Agreement for the following reasons:

1. The Postnuptial Agreement contains terms regarding a future custody arrangement. Said terms are not enforceable under NRS 123.080, as parties cannot make agreements as to future custody agreement. These terms alone make the Postnuptial Agreement unenforceable;
2. The Postnuptial Agreement does not comply with NRS 123.270, as it is not signed with the required formality to transfer an interest in real property, which invokes the statute of frauds. The Postnuptial Agreement is not notarized and is also not recorded against the property;
3. Finally, the parties, as married couple, have a fiduciary duty to each other as defined in *Sogg v. Nevada State Bank*, 832 P.2d 781, 782, 108 Nev. 308, 310 (Nev. 1992). Pursuant to *Buettner v. Buettner*, 505 P.2d 600, 601, 89 Nev. 39, 41 (Nev. 1973). The Court finds that the terms of the purported Postnuptial Agreement are so unconscionable and unfair, that it should be denied and not enforced because it is completely one-sided.

Dan previously sold the parties' Ford Truck in 2019 before the parties separated. The Court concludes that Dan spent the funds from the sale of the Ford Truck on community responsibilities and paid down community debts.

1 Stephanie received the entirety of the 2020 tax refund, in addition to
2 stimulus payments. The Court concludes that any funds received by Dan for the
3 sale of the Ford Truck are offset by the funds received by Stephanie from the 2020
4 tax refund and stimulus payments.

5 Dan has not filed his 2019 or 2020 tax returns. The Court concludes there is
6 no reason why Dan should have delayed the filing of these respective taxes.

7 **4. Attorney's Fees and Costs.**

8 NRS 18.010(2) provides as follows:

9 2. In addition to the cases where an allowance is
10 authorized by specific statute, the court may make an
allowance of attorney's fees to a prevailing party:

11 (a) When he has not recovered more than \$20,000; or

12 (b) Without regard to the recovery sought, when the
13 court finds that the claim, counterclaim, cross-claim or
14 third-party complaint or defense of the opposing party
was brought or maintained without reasonable ground or
to harass the prevailing party.

15 Furthermore, EDCR 7.60(b) states as follows:

16 The court may, after notice and an opportunity to be heard,
17 impose upon an attorney or a party any and all sanctions which
18 may, under the facts of the case, be reasonable, including the
19 imposition of fines, costs or attorney's fees when an attorney or
a party without just cause:

20 (1) Presents to the court a motion or an opposition to a
motion which is obviously frivolous, unnecessary or

1 unwarranted.

2 (2) Fails to prepare for a presentation.

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

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

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

8 Testimony and evidence were presented that the parties have had equal
9 access to community funds for payment of their attorney's fees and costs
10 throughout this litigation. Likewise, although Dan has a greater gross monthly
11 income, Dan has expenses that Stephanie does not have, such as rent and car
12 expenses. Finally, Stephanie has had a monthly financial surplus since this matter
13 has been pending. As such, good cause exists to order the parties to pay their own
14 attorney's fees and costs.

15 Based upon the above considerations of fact and law, IT IS HEREBY
16 ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and
17 heretofore existing between Stephanie and Dan are hereby wholly dissolved and
18 are forever set aside, and an absolute Decree of Divorce is hereby granted to the
19 parties, and each of the parties is hereby restored all the rights and privileges of a
20 single, unmarried person.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Partial
2 Parenting Agreement shall be adopted in full by the Court, to include the
3 transportation provision therein that had been suspended by temporary order.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
5 parties are awarded joint physical custody of Riley in accordance with the
6 following timeshare: Riley shall reside with Dan every Monday morning at
7 daycare/school drop off until Wednesday morning at daycare/school drop off;
8 Riley shall reside with Stephanie every Wednesday morning at daycare/school
9 drop off until Friday at daycare/school drop off; the parties shall alternate the
10 weekends, which shall be defined as beginning Friday at daycare/school drop off
11 until Monday at daycare/school drop off. This custodial timeshare shall begin on
12 August 6, 2021, which shall be deemed as Dan's weekend with Riley. Prior to
13 August 6, 2021, the parties shall continue to abide by the temporary custodial
14 timeshare in effect at the time of trial.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
16 receiving parent shall be responsible for providing transportation for the custodial
17 exchanges in accordance with the text and seatbelt rule, unless otherwise mutually
18 agreed upon by the parties in writing. The text and seatbelt rule shall be defined as
19 follows: During custodial exchanges, the receiving parent shall remain in the
20 parent's vehicle with the seatbelt fastened, the delivering parent shall remain in the

1 doorway of the exchange location, and the child shall exit the delivering parent's
2 residence on his own and join the receiving parent.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
4 parties shall continue to communicate via Our Family Wizard, absent an
5 emergency involving Riley or a parent's need to notify the other parent that he or
6 she is running late to a custodial exchange.

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
8 presently, Stephanie has and shall continue to maintain health insurance coverage
9 for Riley, so long as it is available through her employer at a reasonable cost, with
10 the parties sharing equally in the premium thereon via an upward deviation in
11 Dan's child support obligation as further ordered below. Health insurance shall
12 continue until such time as Riley reaches 18 years of age if no longer enrolled in
13 high school, otherwise until the earlier of when Riley graduates from high school,
14 reaches 19 years of age, dies, marries, or otherwise becomes emancipated pursuant
15 to Nevada law.

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each
17 party shall also be responsible for one-half (1/2) of any and all unreimbursed
18 medical expenses incurred on behalf of Riley, including, but not limited to, optical,
19 dental, surgical, or any psychological or psychiatric expenses. Regarding such
20 reimbursements, the parties shall utilize the "30/30 Rule." Specifically, either

1 party incurring an out-of-pocket medical expense for Riley shall provide a copy of
2 the paid invoice/receipt to the other party within 30 days of incurring such
3 expense. If not tendered within the 30-day period, the Court may consider it as a
4 waiver of reimbursement. The other party will have 30 days from receipt within
5 which to dispute the expense in writing or reimburse the incurring party for one-
6 half of the out-of-pocket expense. If not disputed or paid within the 30-day period,
7 the party may be subject to a finding of contempt and appropriate sanctions.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that effective
9 August 1, 2021, Dan shall pay child support to Stephanie in the amount of \$274.00
10 per month, plus \$105.00 per month for Dan's one-half share in Riley's medical
11 insurance premium, for a total child support obligation of \$379 per month. This
12 amount is consistent with the formula set forth in NAC 425.115(3) and NAC
13 425.140(1). Child support shall continue until such time as Riley reaches 18 years
14 of age if no longer enrolled in high school, otherwise until the earlier of when
15 Riley graduates from high school, reaches 19 years of age, dies, marries, or
16 otherwise becomes emancipated pursuant to Nevada law. Until August 1, 2021,
17 Dan shall continue to pay Stephanie the previously ordered child support in the
18 amount of \$998.00.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
20 parties shall alternate the federal dependency exemption for Riley. Specifically,

1 beginning in tax year 2021, Dan shall claim the federal dependency exemption for
2 Riley in odd-numbered tax years, and Stephanie shall claim the federal dependency
3 exemption for Riley in even-numbered tax years.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Riley
5 shall attend the magnet program at Sheila Tarr Elementary School for the 2021-
6 2022 academic school year.

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that based on
8 the stipulation of the parties, the following community property and debts shall be
9 divided as follows:

10 A. Each party shall be awarded any and all bank accounts in their
11 respective names;

12 B. Dan shall be awarded the Ford Fusion as his sole and separate
13 property, subject to the loan thereon;

14 C. Stephanie shall be awarded the 2009 Mercury Mariner, as her sole
15 and separate property;

16 D. Stephanie's NV PERs shall be divided utilizing the "wait and see"
17 approach set forth in Gemma v. Gemma, 105 Nev. 458, 778 P.2d 429 (1989), and
18 divided by the "time rule" as of June 30, 2021. Pursuant to the "time rule," Dan
19 shall be entitled to one-half of the community interest in Stephanie's NVPERS,
20 with the community interest in such benefits being represented by a fractional

1 portion of the total. Pursuant to Gemma, in determining the fractional community
2 interest, the numerator shall be the number of months that the parties were married
3 while Stephanie was subject to NVPERS, and the denominator shall be the total
4 number of months that Stephanie was subject to NVPERS. Subsequent to the
5 entry of this Decree, a QDRO or equivalent Order shall direct the plan
6 administrator to divide Stephanie's NVPERS as set forth above. The parties agree
7 that Las Vegas QDRO shall prepare the QDRO or equivalent Order, and the parties
8 shall equally divide the cost of the same.

9 E. Dan's Fidelity 401(k) shall be equally divided as of June 30, 2021. If
10 a QDRO is required to divide this asset, the same shall be performed by a
11 QDRO-preparer of Stephanie's choice, and Stephanie shall be solely responsible
12 for the cost of the QDRO;

13 F. Stephanie's T-Rowe Price IRA is a mixed-character asset. The
14 balance of the IRA at the time of marriage was \$25,376.27, and the parties agree
15 that this sum is Stephanie's sole and separate property. The remaining value as of
16 June 30, 2021 shall be divided equally between the parties. If a QDRO is
17 required, the same shall be prepared by Shann Winesett, Esq. at Las Vegas
18 QDRO, with Dan being solely responsible for the cost of the same;

19 G. Each party shall be solely responsible for all credit card debts in their
20 respective names; and

1 H. Dan shall be solely responsible for the Navy Federal Credit Union
2 Debt; each party shall be awarded all personal effects, jewelry, and clothing in
3 their possession and/or in their respective names and any and all bank accounts
4 and other property in each party's name, possession, or control and not otherwise
5 disposed of.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the net
7 proceeds from the sale of the marital residence located at 7183 Blowing Breeze
8 Ave, Las Vegas, Nevada 89179, currently held in escrow at North American Title
9 Company, shall be divided equally between the parties and two escrow checks
10 presented by Stephanie's attorney at the time of trial shall be deposited and divided
11 equally between the parties.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Dan shall
13 file his 2019 and 2020 taxes and shall be entitled to any refund and responsible for
14 any liability resulting therefrom.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
16 parties shall be solely responsible for their respective attorney's fees and costs
17 incurred.

18 NOTICE IS HEREBY GIVEN that the following statutory notices relating
19 to the custody and visitation of the minor child are applicable to the parties herein:
20

1 Pursuant to NRS 125C.0065, the parties are hereby placed on notice of the
2 following:

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

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

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

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

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

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

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

18 Pursuant to NRS Chapter 125C.0045(6), the parties are hereby placed on
19 notice of the following:
20

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

13 Pursuant to NRS 125C.0045, subsections (7) and (8), the parties are hereby
14 placed on notice that the terms of the Hague Convention of October 25, 1980,
15 adopted by the 14th Session of the Hague Conference on Private International
16 Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

17 NOTICE IS HEREBY GIVEN that pursuant to NAC 425.170, except as
18 otherwise provided in NAC Chapter 425, any modification or adjustment to a
19 child support obligation must be based upon a showing of a change in
20 circumstances.

 NOTICE IS FURTHER GIVEN as follows:

 NOTICE: If you want to adjust the amount of child support established
in this order, you MUST file a motion to modify the order with or
submit a stipulation to the court. If a motion to modify the order is not
filed or a stipulation is not submitted, the child support obligation
established in this order will continue until such time as all children
who are the subject of this order reach 18 years of age or, if the
youngest child who is subject to this order is still in high school when
he or she reaches 18 years of age, when the child graduates from high

1 school or reaches 19 years of age, whichever comes first. Unless the
2 parties agree otherwise in a stipulation, any modification made pursuant
to a motion to modify the order will be effective as of the date the
motion was filed.

3 NOTICE IS FURTHER GIVEN that pursuant to NRS 31A.025 to 31A.240,
4 inclusive, child support payments shall be subject to wage assignment by the
5 obligor's employer should the obligor become more than 30 days delinquent in
6 said child support payment.

7 IT IS FURTHER STIPULATED AND THEREFORE ORDERED,
8 ADJUDGED AND DECREED that this Decree is the full and final resolution of
9 this matter, and that it shall not be amended, absent further Court Order, unless in
10 writing, and signed by both parties.

11 //

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1 IT IS FURTHER ORDERED that each party shall submit the information
2 required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to
3 the Court and the Welfare Division of the Department of Human Resources within
4 ten days from the date this Decree is filed. Such information shall be maintained
5 by the Clerk in a confidential manner and not part of the public record. The parties
6 shall update the information filed with the Court and the Welfare Division of the
7 Department of Human Resources within ten days should any of that information
8 become inaccurate.

9
10 Dated this 16th day of September, 2021

11 

12 BFB 827 EBB5 80E0
13 Dawn R. Throne
14 District Court Judge
15
16
17
18
19
20

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Stephanie Rubidoux, Plaintiff

CASE NO: D-20-601936-D

7 vs.

DEPT. NO. Department U

8 Daniel Rubidoux, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 9/16/2021

15 Laura Deeter, Esq.

laura@ghandilaw.com

16 Brian Blackham, Esq.

brian@ghandilaw.com

17 Leah Blakesley, Esq.

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18 Fred Page

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19 Theresa Calabrese Vance

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20 Renee Humphrey

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21 Nedda Ghandi

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22 Admin Admin

Admin@pagelawoffices.com

23 Joshua Boren

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24 Brian Blackham, Jr.

bb2@ghandilaw.com

25
26
27
28

EXHIBIT 5



NOAS

Alex Ghibaudo, Esq.

Bar No. 10592

ALEX B. GHIBAUDO, PC.

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Las Vegas, Nevada 89104

T: (702) 978-7090

F: (702) 924-6553

Email: alex@glawvegas.com

Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

STEPHANIE RUBIDOUX,

Plaintiff,

vs.

DANIEL RUBIDOUX,

Defendants.

Dist. Ct. No.: D-20-601936-D

Dist. Ct. Dept. No.: U

NOTICE OF APPEAL

COMES NOW Plaintiff STEPHANIE RUBIDOUX, (hereinafter referred to as "Plaintiff"), by and through her attorney of record, ALEX B. GHIBAUDO, ESQ., of the law firm of ALEX B. GHIBAUDO, P.C., and pursuant to the Nevada Rule of Appellant Procedure 3, files the following Notice of Appeal from the above-captioned Court's "Findings of Fact, Conclusions of Law and Judgment" filed on September 16, 2021. Notice of Entry of Order was filed the same day.

DATED this 4th day of October, 2021.

ALEX B. GHIBAUDO, P.C.

By: /s/ Alex B. Ghibaudo, Esq.

Alex B. Ghibaudo, Esq.

NV Bar No. 10592

Attorney for Plaintiff



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of October, 2021, I served a true and correct copy of the foregoing **NOTICE OF APPEAL**, via the Court designated electronic service, addressed to the following:

Nedda Ghandi, Esq.
brian@ghandilaw.com

By: /s/ Alex Ghibauda
An Employee of ALEX B. GHIBAUDO, P.C.