

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 82723

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DAVID PATRICK STUCKE
Appellant

And

CHRISTIE LEEANN STUCKE
Respondent

Appeal from Order from February 25, 2021 regarding Findings of Fact,
Conclusions of Law and Order and Decree of Divorce, Clark County Nevada,
Eighth Judicial District Court Family Division Department F
Appellant's Appendix Volume 1

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IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID PATRICK STUCKE

Appellant,

vs.

CHRISTIE LEEANN STUCKE,

Respondent.

Supreme Court Case No.: **82723**

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DATED this 22nd day of October 2021.



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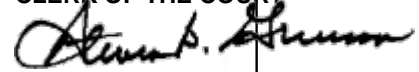
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Eighth Judicial District Court
Family Division
Clark County, Nevada

DAVID PATRICK STUCKE,)	Case No.:	D-18-580621-D
)		
Plaintiff,)	Department:	F
)		
vs.)		
)		
CHRISTIE LEEANN STUCKE,)		
)		
Defendant.)		
)		

COMPLAINT FOR DIVORCE

NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE, by
and through his attorney, VINCENT MAYO, ESQ., of THE ABRAMS &
MAYO LAW FIRM, and for his causes of action against Defendant,
CHRISTIE LEEANN STUCKE, complains and alleges as follows:

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

2. Plaintiff and Defendant were married on May 28, 2016, in Las Vegas, Nevada, and ever since have been and now are husband and wife.

3. There are two (2) minor children of the marriage, to wit: Sarah Laura Stucke, date of birth: July 22, 2016 and David Orion Stucke, date of birth: March 30, 2018. There are no adopted children of the parties. To the best of Plaintiff's knowledge, the Defendant is not currently pregnant.

4. Plaintiff and Defendant are fit and proper persons to be awarded joint legal custody of the minor children.

5. Plaintiff is a fit and proper person to be awarded primary physical custody of the minor children, subject to Defendant's right of supervised visitation or else successful completion of parenting courses, adherence to a behavior order and counseling.

6. Defendant should pay child support in accordance with NRS 125B.070 and NRS 125B.080.

7. Plaintiff will continue to maintain medical insurance for the minor children, so long as it available through his employment. The parties should be equally responsible for any insurance premiums, as well as any medical, dental (including orthodontic), psychological, optical and prescription expenses of the minor children, not covered by insurance. The parties should utilize the "30/30 rule" in regard to payment of any such unreimbursed medical expenses of the minor children.

1 8. Defendant should be responsible for all educational and
2 extracurricular activity expenses for the minor children.

3 9. Plaintiff will continue to maintain medical insurance for the
4 Defendant *pendente lite*.

5 10. Defendant should maintain any and all existing insurance
6 policies for the benefit of the Plaintiff *pendente lite*.

7 11. There are community assets of the parties hereto, the exact
8 amounts and descriptions of which are unknown to Plaintiff at this time.
9 Plaintiff prays leave of this Court to amend this Complaint to insert the
10 same when they have become known to Plaintiff or at the time of trial.

11 12. There are community debts of the parties hereto, the exact
12 amounts and descriptions of which are unknown to Plaintiff at this time.
13 Plaintiff prays leave of this Court to amend this Complaint to insert the
14 same when they have become known to Plaintiff or at the time of trial.

15 13. Plaintiff requests that this Court confirm to Plaintiff his sole
16 and separate property, the exact amounts and descriptions of which are
17 unknown to Plaintiff at this time. Plaintiff prays leave of this Court to
18 amend this Complaint to insert the same when they have become known to
19 Plaintiff or at the time of trial.

20 14. Plaintiff requests that this Court confirm to Defendant her sole
21 and separate debt, the exact amounts and descriptions of which are

1 unknown to Plaintiff at this time. Plaintiff prays leave of this Court to
2 amend this Complaint to insert the same when they have become known to
3 Plaintiff or at the time of trial.

4 15. Plaintiff requests that this Court jointly restrain the parties
5 herein in accordance with the terms of the Joint Preliminary Injunction.

6 16. Defendant may have wasted marital assets and therefore the
7 community would be entitled to reimbursement for any such waste.

8 17. Given the respective financial conditions of the parties, among
9 other factors, Defendant should be required to pay Plaintiff spousal
10 support.

11 18. Based upon the disparity in income between the parties and
12 pursuant to *Sargeant v. Sargeant*, 88 Nev. 223, 495 P.2d 618 (1972),
13 Plaintiff is entitled to reasonable attorney's fees and costs of suit.

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

20 ///

21 ///

1 20. The parties should be placed on notice that they are subject to
2 the provisions of NRS 125C.006, which provides:

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

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

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

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

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

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

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

22 21. The parties should be placed on notice that they are subject to
23 the provisions of NRS 125C.0045(6), which provides: PENALTY FOR
24 VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR
25 DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS
26 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS
27 193.130. NRS 200.359 provides that every person having a limited right of
28 custody to a child or any parent having no right of custody to the child who

1 willfully detains, conceals or removes the child from a parent, guardian or
2 other person having lawful custody or a right of visitation of the child in
3 violation of an order of this court, or removes the child from the
4 jurisdiction of the court without the consent of either the court or all
5 persons who have the right to custody or visitation is subject to being
6 punished for a category D felony as provided in NRS 193.130.

7 22. The parties should be placed on notice that they are subject to
8 the provisions of NRS 125C.0045(7) and (8), which provide the terms of the
9 Hague Convention of October 25, 1980, adopted by the 14th Session of the
10 Hague Conference on Private International Law, apply if a parent abducts
11 or wrongfully retains a child in a foreign country. For the purposes of
12 applying the terms of the Hague Convention, the State of Nevada, United
13 States of America, is the habitual residence of the minor children.

14 23. The parties should be placed on notice that they are subject to
15 the provisions of the Parental Kidnapping Prevention Act, 28 U.S.C. Sec.
16 1738A, and the Uniform Child Custody Jurisdiction and Enforcement Act,
17 NRS 125A.005 *et seq.*, which provide that the courts of Nevada have
18 exclusive modification jurisdiction of the custody, visitation and child
19 support terms relating to the children at issue in this case so long as either
20 of the parties, or the children, continue to reside in this jurisdiction.

21 ///

1 WHEREFORE, Plaintiff, DAVID PATRICK STUCKE, prays for
2 judgment against Defendant, CHRISTIE LEEANN STUCKE, as follows:

- 3 1. That the contract of marriage now and therefore existing
4 between Plaintiff and Defendant be dissolved and that Plaintiff
5 be granted an absolute Decree of Divorce and that each of the
6 parties hereto be restored to the status of a single, unmarried
7 person;
8 2. That the Court grant the relief requested in this Complaint for
9 Divorce; and
10 3. For such other relief as the Court finds just and equitable in the
11 premises.

12 Dated: Tuesday, November 27, 2018.

13 Respectfully Submitted,

14 THE ABRAMS & MAYO LAW FIRM

15
16 _____
17 Vincent Mayo, Esq.
18 Nevada State Bar Number: 8564
19 6252 South Rainbow Blvd., Suite 100
20 Las Vegas, Nevada 89118
21 Tel: (702) 222-4021
 Attorney for Plaintiff

1 **VERIFICATION**

2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

5 DAVID PATRICK STUCKE, under penalties of perjury, being first
6 duly sworn, deposes and says:

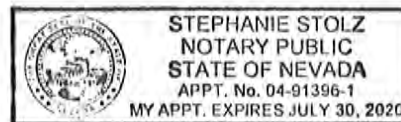
7 That he is the Plaintiff in the above entitled action; that he has read
8 the foregoing **COMPLAINT FOR DIVORCE** and knows the contents
9 thereof; that the same is true of his own knowledge, except for those matter
10 therein contained stated upon information and belief, and as to those
11 matters, he believes them to be true.

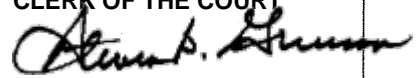
12 Dated this 27th day of November, 2018.

13 
14 DAVID PATRICK STUCKE

15 SUBSCRIBED and SWORN to me
16 this 27 day of November, 2018.

17 
18 NOTARY PUBLIC





1 **ACDAS**
2 **STEINBERG LAW GROUP**
3 **BRIAN J. STEINBERG, ESQ.**
4 Nevada Bar No. 5787
5 **DANIELLE DAWSON, ESQ.**
6 Nevada Bar No. 11792
7 4270 S. Decatur Blvd., Suite B10
8 Las Vegas, Nevada 89103
9 Telephone: (702) 384-9664
10 Facsimile: (702) 384-9668
11 Email: brian@steinberglawgroup.com
12 Email: danielle@steinberglawgroup.com
13 Attorney for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

11 **DAVID PATRICK STUCKE,**

12 Plaintiff,

13 vs.

14 **CHRISTIE LEANN STUCKE,**

15 Defendant.

CASE NO: D-18-580621-D
DEPT NO: F

16
17 **ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM**

18 **COMES NOW**, the Defendant, **CHRISTIE LEANN STUCKE**, by and through her
19 attorney of record, **BRIAN J. STEINBERG, ESQ.** of the **STEINBERG LAW GROUP**, and
20 files this Answer to the Complaint for Divorce filed by the Plaintiff, and alleges as follows:

21 **I.**

22 Unless otherwise admitted, qualified or explained, Defendant denies each and every
23 thing matter and allegation contained in Plaintiff's Complaint for Divorce.

24 **II.**

25 The Defendant admits Paragraphs 1, 2, 4, 7, 9, 10, 11, 12, 13, 15, 19, 20, 21, 22, and
26 23 of the Plaintiff's Complaint for Divorce.

27 **III.**

28 The Defendant denies Paragraphs 3, 5, 6, 8, 14, 16, 17, and 18 of the Plaintiff's
Complaint for Divorce.

1 **WHEREFORE**, the Defendant prays that the Plaintiff take nothing by virtue of his
2 Complaint for Divorce on file herein.

3 **COUNTERCLAIM FOR DIVORCE**

4 **COMES NOW**, the Defendant/Counterclaimant, **CHRISTIE LEANN STUCKE**, by
5 and through her attorney of record, **BRIAN J. STEINBERG, ESQ.**, of the **STEINBERG**
6 **LAW GROUP** and as and for his Counterclaim For Divorce against the
7 Plaintiff/Counterdefendant states and alleges as follows:

8 **I.**

9 That the Defendant/Counterclaimant is and for at least six weeks prior to the
10 commencement of this action, has been a bona fide resident of Clark County, Nevada.

11 **II.**

12 That the Defendant/Counterclaimant and Plaintiff/Counterdefendant were married on
13 May 28, 2016, in Las Vegas, Nevada and have ever since that time have been husband and
14 wife.

15 **III.**

16 That there are two (2) minor children born of the marriage to wit: **DAVID STUCKE**,
17 born March 30, 2018, and **SARAH STUCKE**, born May 22, 2016, further referred to as "the
18 minor child." That both parties are fit and proper persons to be awarded Joint Legal Custody
19 and the Defendant/Counterclaimant should be awarded Primary Physical Custody of the minor
20 children.

21 **IV.**

22 That the Plaintiff/Counterdefendant pay the Defendant/Counterclaimant child support
23 pursuant to NRS 125B.070 consistent with her request for Primary Physical Custody of the
24 minor child.

25 **V.**

26 That Plaintiff/Counterdefendant be directed to continue to provide the minor children
27 with health insurance coverage and that both parties be ordered to equally (50/50) split the
28 monthly premium and any and all un-reimbursed, out-of-pocket expenses incurred on behalf
of the minor child, including, but not limited to, co-pays and deductibles relating to medical,
dental, orthodontia or optical expenses, psychological and prescription expenses, which are
not covered under such insurance policy using the 30/30 day rule.

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VI.

That the Defendant/Counterclaimant receive the income tax benefits each and every year for the parties' minor children.

VII.

That there is community property of the parties to be divided or adjudicated by the Court.

VIII.

That each party should be awarded the debts in that party's name only.

IX.

That neither party pays spousal support/alimony to the other party.

X.

That the Defendant/Counterclaimant be awarded exclusive possession of the marital residence located at 3485 W. Maule Avenue, Las Vegas, Nevada 89118.

XI.

That the Defendant/Counterclaimant be awarded attorney's fees from the Plaintiff/Counterdefendant.

XII.

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

WHEREFORE, Defendant/Counterclaimant prays for judgment as follows:

1. That the bonds of matrimony now and heretofore existing between Defendant/Counterclaimant and Plaintiff/Counterdefendant be dissolved, that the parties be granted an absolute Decree of Divorce, and that the parties hereto be released from all the obligations thereof and restored to the status of single persons;
2. That both parties be awarded Joint Legal Custody and that the Defendant/Counterclaimant be awarded Primary Physical Custody of the minor children;
3. That the Plaintiff/Counterdefendant be ordered to pay the Defendant child support pursuant to NRS 125B.070;

1 4. That Plaintiff/Counterdefendant be directed to continue to provide the minor
2 children with health insurance coverage and that both parties be ordered to equally (50/50)
3 split the monthly premium and any and all un-reimbursed, out-of-pocket expenses incurred on
4 behalf of the minor children, including, but not limited to, co-pays and deductibles relating to
5 medical, dental, orthodontia or optical expenses, psychological and prescription expenses,
6 which are not covered under such insurance policy using the 30/30 day rule;

7 5. That the Defendant/Counterclaimant be entitled to declare the minor children
8 on her income tax returns each year;

9 6. That the Court equitably divides the parties' community property;

10 7. That each party should pay his/her respective debt in that parties' name only;

11 8. That neither party pays spousal support/alimony to the other party;

12 9. That the Defendant/Counterclaimant be awarded attorney's fees from the
13 Plaintiff/Counterdefendant; and

14 10. For such other further relief as the Court deems just and proper in the premises.

15 **WHEREFORE**, Defendant prays that this Court award judgment in her favor.

16 **DATED** this 10th day of December, 2018.

17 **STEINBERG LAW GROUP**

18 

19 **BRIAN J. STEINBERG, ESQ.**

20 Nevada Bar No. 5787

21 **DANIELLE DAWSON, ESQ.**

22 Nevada Bar No. 11792

23 4270 S. Decatur Blvd., Suite B10

24 Las Vegas, Nevada 89103

25 Telephone: (702) 384-9664

26 Facsimile: (702) 384-9668

27 Email: brian@steinberglawgroup.com

28 Email: danielle@steinberglawgroup.com

Attorney for Defendant/Counterclaimant

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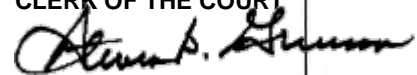
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_____ U.S. Mail, First Class, postage prepaid to the person(s) identified below;
 _____ Via Facsimile at the number(s) identified below:
 _____ Via Electronic mail to the person(s) identified below:
 X Via Electronic mail utilizing the Odyssey E-file and Serve system to the person(s)
 identified below as follows:

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RCCM
Vincent Mayo, Esq.
Nevada State Bar Number: 8564
THE ABRAMS & MAYO LAW FIRM
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Tel: (702) 222-4021
Fax: (702) 248-9750
Email: VMGroup@TheAbramsLawFirm.com
Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

DAVID PATRICK STUCKE,)	Case No.:	D-18-580621-D
)		
Plaintiff,)	Department:	F
)		
vs.)		
)		
CHRISTIE LEEANN STUCKE,)		
)		
Defendant.)		
)		

REPLY TO COUNTERCLAIM

NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE,
by and through his attorney of record, VINCENT MAYO, ESQ., of THE
ABRAMS & MAYO LAW FIRM, and hereby replies to Defendant's
Counterclaim on file herein and admits, denies and alleges as follows:

1. Plaintiff/Counter-defendant admits allegations set forth in
paragraphs I, II and XII of Defendant's Counterclaim.

1 2. Plaintiff/Counter-defendant denies allegations set forth in
2 paragraphs IV, VI, X and XI of Defendant's Counterclaim.

3 3. In response to paragraph III of Defendant's Counterclaim,
4 Plaintiff/Counter-defendant admits that there are two (2) minor
5 children born of the marriage, to wit: David Stucke, born March 30,
6 2018 and Sarah Stucke, born May 22, 2016. Plaintiff/Counter-defendant
7 also admits that both parties are fit and proper persons to be awarded
8 joint legal custody of the minor children. Plaintiff/Counter-defendant
9 denies the remaining allegations contained therein.

10 4. In response to paragraph V of Defendant's Counterclaim,
11 Plaintiff/Counter-defendant admits that he will continue to provide the
12 minor children with health insurance coverage, so long as it is available
13 through his employment at a reasonable cost. Plaintiff/Counter-
14 defendant also admits that the parties should equally divide the monthly
15 premium and any and all unreimbursed, out-of-pocket expenses
16 incurred on behalf of the minor children, including, but not limited to,
17 co-pays and deductibles related to medical, dental, orthodontia or
18 optical expenses, psychological and prescription expenses, which are not
19 covered under such insurance policy using the 30/30 day rule.

20 ///

21 ///

1 5. In response to paragraph VII of Defendant's Counterclaim,
2 Plaintiff/Counter-defendant admits that there is community property of
3 the parties. Plaintiff/Counter-defendant is without sufficient
4 information to form a belief as to the truth or falsity of the remaining
5 allegations contained therein. The remaining allegations are therefore
6 denied with proof demanded at trial.

7 6. In response to paragraph VIII of Defendant's Counterclaim,
8 Plaintiff/Counter-defendant is without sufficient information to form a
9 belief as to the truth or falsity of the allegations contained therein. The
10 allegations are therefore denied with proof demanded at Trial.

11 7. In response to paragraph IX of Defendant's Counterclaim,
12 Plaintiff/Counter-defendant admits that he should not pay spousal
13 support/alimony to the Defendant/Counter-claimant.
14 Plaintiff/Counter-defendant denies the remaining allegations contained
15 therein.

16 ///

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21 ///

1 WHEREFORE, Plaintiff/Counter-defendant requests that
2 Defendant/Counter-claimant take nothing by virtue of the Defendant's
3 Counterclaim and that the same be dismissed with prejudice, and grant
4 the requested relief made by Plaintiff in his Complaint for Divorce on file
5 herein.

6 DATED: Tuesday, January 08, 2019.

7 Respectfully Submitted,

8 THE ABRAMS & MAYO LAW FIRM

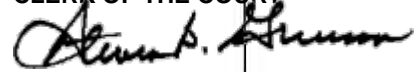
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10 _____
11 Vincent Mayo, Esq.
12 Nevada State Bar Number: 8564
13 6252 South Rainbow Blvd., Suite 100
14 Las Vegas, Nevada 89118
15 Tel: (702) 222-4021
16 Fax: (702) 248-9750
17 Email: VMGroup@TheAbramsLawFirm.com
18 Attorney for Plaintiff
19
20
21

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Brian J. Steinberg, Esq.
Attorney for Defendant

Chad W

An Employee of The Abrams & Mayo Law Firm



1 **MOT**

Vincent Mayo, Esq.

2 Nevada State Bar Number: 8564

The Abrams & Mayo Law Firm

3 6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

4 Tel: (702) 222-4021

Fax: (702) 248-9750

5 Email: VMGroup@theabramslawfirm.com

Attorney for Plaintiff

Eighth Judicial District Court

Family Division

Clark County, Nevada

8 DAVID PATRICK STUCKE,

) Case No.: D-18-580621-D

9 Plaintiff,

) Department: F

10 vs.

) Date of Hearing: 03/26/2019

) Time of Hearing: 9:30 am

11 CHRISTIE LEEANN STUCKE,

) ORAL ARGUMENT REQUESTED

12 Defendant.

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

16 **MOTION TO MODIFY CUSTODY; FOR CHILD SUPPORT;
PAYMENT OF MARITAL BILLS AND EXPENSES; EXCLUSIVE
17 POSSESSION OF THE MARITAL RESIDENCE; SALE OF THE
BIRKLAND PROPERTY; ATTORNEY'S FEES AND FOR
18 RELATED RELIEF**

19 NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE,
20 by and through his attorney of record, VINCENT MAYO, ESQ., of THE
21 ABRAMS & MAYO LAW FIRM, and hereby submits his *Motion to*

1 *Modify Custody; for Child Support; Payment of Marital Bills and*
2 *Expenses; Exclusive Possession of the Marital Residence; Sale of the*
3 *Birkland Property; Attorney's Fees and Related Relief.*

4 This Motion is made and based upon the attached Points and
5 Authorities, the Affidavit of Plaintiff attached hereto, the Appendix of
6 Exhibits in support, all papers and pleadings on file herein, and any oral
7 argument adduced at the hearing of this matter.

8 Dated: Friday, February 15, 2019.

9 Respectfully Submitted:

10 THE ABRAMS & MAYO LAW FIRM

11 _____
12 Vincent Mayo, Esq.
13 Nevada State Bar: 8564
14 6252 South Rainbow Blvd., Suite 100
15 Las Vegas, Nevada 89118
16 Attorney for Plaintiff

17 **NOTICE OF MOTION**

18 TO: BRIAN J. STEINBERG, ESQ., S. Decatur Blvd., Suite B10, Las
19 Vegas, Nevada 89103, Counsel for Defendant; and

20 TO: CHRISTIE STUCKE, Defendant.

21 PLEASE TAKE NOTICE that the foregoing Motion will be heard on

03/26/2019 9:30 am _____, in Department F of the

///

1 above-entitled court.

2 Dated: Friday, February 15, 2019.

3 Respectfully Submitted:

4 THE ABRAMS & MAYO LAW FIRM

5 Vincent Mayo, Esq.
6 Nevada State Bar: 8564
7 6252 South Rainbow Blvd., Suite 100
8 Las Vegas, Nevada 89118
9 Attorney for Plaintiff

8 MEMORANDUM OF POINTS AND AUTHORITIES

9 I. INTRODUCTION

10 Christie has several psychological problems, which affects her
11 judgment. These problems have resulted in Christie endangering the
12 children, damaging the community estate and hurting David financially.
13 After efforts to resolve same that were unsuccessful, David is turning to
14 this court for immediate relief. It should be noted that David spends
15 time addressing Christie's emotional instability and gaming. This is
16 necessary, however, as these facts will assist the court in understanding
17 the nature of the case and why David had to file this Motion.

18 II. FACTUAL BACKGROUND

19 DAVID PATRICK STUCKE ("David") and CHRISTIE LEEANN
20 STUCKE ("Christie") were married on May 28, 2016, in Las Vegas,
21 Nevada. There are two (2) minor children of the marriage, to wit: Sarah

1 Laura Stucke, date of birth: May 22, 2016; and David Orion Stucke, date
2 of birth: March 30, 2018. This is not the parties first marriage, with
3 Christie having three children from her prior marriage. The parties had a
4 whirlwind romance and became pregnant with their first child, Sarah,
5 during that courtship. As a result, they decided to marry.

6 Unfortunately, Christie is an emotionally disturbed individual as
7 she has psychological problems. Christie has admitted that she suffers
8 from borderline personality disorder and needs medication. Christie has
9 even sent David a link to the following website via text message on
10 January 3, 2018: [http://dailymedicalnews.co/2017/08/23/this-is-what-
11 its-like-to-live-withborderline-personality-disorder-2/](http://dailymedicalnews.co/2017/08/23/this-is-what-its-like-to-live-withborderline-personality-disorder-2/).¹

12 Christie can be a violent woman and is prone to fits of rage against
13 David over insignificant or irrational issues, resulting in her cursing at
14 David, throwing objects and even striking him. Making matters worse is
15 the fact Christie often did so in the presence of the two-year-old and
16 nine-month old. David would plead with Christie to not and put the
17 children down—which she often refused. This happened in November
18 2017 when David was in the toddler’s bedroom trying to protect her
19 when Christie broke down the door and attacked David. Attached are
20
21

¹ The text message from January 3, 2018 is attached as **Exhibit 1**.

1 photos of Christie damaging the door and resulting bruises on David.²

2 During another incident on August 25, 2018, Christie was
3 screaming at David, accusing him of cheating, calling him an asshole and
4 repeating “Fuck you!” while literally holding a crying Sarah. Christie had
5 a history of denying such outbursts so David decided to video record
6 her.³ Christie claimed David did not “prioritizing her” and told him to
7 leave. David said he wasn’t comfortable doing so while she was in such a
8 state and holding little Sarah. Christie rose, chased after David while
9 holding Sarah, throwing a car seat in David’s direction and hitting him
10 several times in the process. She later smashed glasses and knocked a
11 chair over. She finally let Sarah go and just left. During another incident,
12 Christie swung two kitchen chairs in David’s direction and smashed
13 them.⁴ Christie admitted to hitting David in a text from later that day.⁵
14 Christie did so again a week later.⁶

15 Christie admitted to her violent behavior in texts between the
16 parties on November 28, 2018⁷—which coincidentally, is the day after she
17 falsely alleged David had nonconsensual sex with her. David wrote:

18 ² See the photos from the November 2017 incident, attached as **Exhibit 2**.

19 ³ See the August 25, 2018, videos, attached as **Exhibit 3**.

20 ⁴ See the photo of the chairs Christie smashed, attached as **Exhibit 4**.

21 ⁵ See the August 25, 2018 texts between the parties, attached as **Exhibit 5**.

⁶ See the September 5, 2018, videos, attached as **Exhibit 6**.

⁷ See the November 27, 2018, texts between the parties, attached as **Exhibit 7**.

1 “You throw abd break chairs in front of Sarah
2 “You hit me on the face swearing and yelling while holding
3 her [Sarah]
4 “And you think its ok”

5 Christie did not deny this and in response, only brought up having
6 mediation with an attorney of her choice on the 28th. Sadly enough,
7 Sarah’s constant exposure to Christie’s vitriol has resulted in the two-
8 year-old cursing like her mother and mimicking her behavior. During
9 one video, Sarah can be seen repeating “Fuck you!” over and over and
10 kicking the door—just like her mother.⁸ David can be seen asking the
11 child to stop⁹ and heard crying David since Christie’s behavior over time
12 overcame him emotionally. The parties in fact had to meet with Sarah’s
13 daycare since the child was saying, “Fuck you” to children and daycare
14 providers. Christie admitted during that meeting to having an “issue”
15 with cursing in front of the children.

16 After a fight, Christie would get severally depressed and distant,
17 stating she was leaving. Christie did so on a number of occasions, being
18 gone for a few days while David cared for the children. David has
19 video/audio of one incident during which Christie is leaving after having
20 threatened to harm herself.¹⁰ David can be heard asking Christie not to

21 ⁸ See the May 30, 2018, videos, attached as **Exhibit 8**.

⁹ *Id.*

¹⁰ See the July 27, 2018, and August 17, 2018, videos, attached as **Exhibit 9**.

1 do so. Christie would eventually return, asking David to take her back.

2 Christie became increasingly irrational, paranoid and self-centered
3 over the fall of 2018, resulting in her erratic and violent behavior
4 worsening. She attacked David on October 30, 2018, over her accusation
5 David was having an affair on her (which he wasn't). David tried to
6 defend himself and in fact, he was the one who called the police (as 911
7 recordings will evidence and Christie admits in text messages).¹¹ When
8 the police arrived, David said Christie attacked him while Christi lied
9 and stated David started the fight. The police stated someone had to go
10 to jail and although they believed Christie to be the aggressor, Christie
11 suggested she had some under her clothes¹² so David was arrested.¹³

12 The truth immediately came out as Christie, who did not want
13 David to go to actually go to jail, instantly tried to change her story but
14 the police reiterated protocol required them to take someone in. Christie
15 did not file for a TPO and not only did she put up bail for David but also
16 picked him up from the police station and went to lunch with him at the
17 Peppermill. Christie stated she was sorry and did not want them to
18 divorce. More telling is the fact Christie finally admitted in a text

19
20 ¹¹ See the November 20, 2018, texts in which Christie admits to starting the incident,
attached as **Exhibit 10**.

21 ¹² Although there is still no conclusive proof of same.

¹³ Despite David not having any criminal record or history.

1 message dated November 28th that she hit David that day, thereby
2 initiating the incident.¹⁴

3 A month later on November 26th,¹⁵ David attended a concert with
4 his friend Dan. Christie was upset because she alleged David did not go
5 to the concert and accused him of cheating (even though David did go to
6 the concert with his friend Dan). When David arrived home, Christie had
7 barricaded her bedroom door. Concerned, David entered to make sure
8 Christie and the baby were alright. Christie then started making her
9 accusations, stating:

10 “Fuck you, you are a liar! Fuck you, you are cheating on me!
11 Fuck you, you are done! We are fucking done! Cheating,
fucking liar! You are out tomorrow!”

12 David has this exchange on video, which shows that Christie was
13 the one being hostile, not David.¹⁶ Christie, infuriated, called the police,
14 trying to use as an excuse that David was drunk. David was not drunk (as
15 the police confirmed). The police stated David did not have to leave his
16 home but it would be wise for the parties to sleep in different rooms.

18 ¹⁴ See the November 28, 2018, texts in which Christie admits to hitting David,
19 attached as **Exhibit 11**.

20 ¹⁵ Christie has her dates wrong. The night of the concert when she called the police
21 was November 26th, not November 27th, and the night the parties had consensual sex
was November 27th, not November 28th. The texts between the parties evidences
that.

¹⁶ See the video footage from November 26, 2018, attached as **Exhibit 12**.

1 As usual, Christie apologized the next day. The parties spent the
2 day together and in fact, Christie initiated sex with David that night. This
3 is clear from the fact Christie does not mention anything about any
4 nonconsensual sex in the parties texts the next day on November 28th. In
5 fact, the very first text David has from Christie the next morning starts
6 with the following:¹⁷

7 “So your biggest complaint about me being upset and yelling and I
8 am telling you **I am willing to go to counseling with you for**
9 **the yelling and I’m even willing to consider**
10 **medication...**” (Emphasis added)

11 Christie makes no mention in the text, or in any text thereafter, of
12 any alleged non-consensual sex. Christie also did not call the police or
13 file a TPO. Most telling, Christie asked David two days later if he wanted
14 to go to rope sex instruction class with her. David reluctantly went (to
15 keep the peace) on November 30th and there are photos of Christie,
16 smiling and tied up from that class, that she asked David to forward to
17 her from his phone.¹⁸

18 David knew the parties could not remain together though,
19 especially after the parties’ counselor stated she did not believe Christie
20 would ever change. David filed for divorce on November 28, 2018. Once

21 ¹⁷ See the text message from Christie dated November 28, 2018 regarding reconciling
and medication, attached as **Exhibit 13**.

¹⁸ See the text messages between the parties dated November 30, 2018, attached as
Exhibit 14.

1 Christie was served with papers, Christie became apologetic and full of
2 self-pity. Christie stated November 29th that she states she wants to
3 reconcile (“you need to choose me over this divorce”) and that the
4 parties should exercise joint physical custody. This was one day after the
5 alleged non-consensual sex. Christie also stated on December 4th that
6 David needs to “pull his paperwork” and choose their marriage. Christie
7 then threatened to harm herself, saying she couldn’t go through another
8 divorce and she’s going to “go to sleep soon in the van” due to having
9 taken too much insulin that she had left over from her pregnancy—
10 implying she would kill herself.¹⁹ David immediately tells Christie to
11 “stop talking like that.”²⁰ Christie adds that David is trying to take the
12 children from her by asking for primary custody. David responds that he
13 is just trying to protect them but that she needs help. Christie then sends
14 David a text on November 29, 2018, with an attachment showing a man
15 and a woman together that reads:²¹

16 “I need you. I need your body against mine. Your warmth. Your
17 smell. The taste of your kiss. Your hands wrapped around my
18 curves.”

19 ¹⁹ See the text message exchange dated November 28, 2018 regarding the van,
20 attached as **Exhibit 15**.

21 ²⁰ *Id.*

²¹ See the text message from Christie dated November 29, 2018, 2:53 p.m., attached
as **Exhibit 16**.

1 Christie follows this with a text message a few days later on
2 December 4th – two days before Christie applied for her TPO – telling
3 David she loves him and stating she wants to reconcile with David and
4 have him dismiss the divorce:²²

5 “The only way that I can see our marriage being able to go on after
6 everything is for you to cancel the divorce and for us to try to start
7 over from scratch and have a burial ceremony for the past and
8 that you and I both recommit to this marriage and family...you
9 can be assured that if we can manage to do this I would be willing
10 to let go the past and you have to do the same.”

11 It was only after David wasn’t willing to reconcile that Christie got
12 angry and decided to use the litigation against David to gain leverage in
13 the divorce case. Christie knew that through the TPO she knew she could
14 hurt David by denying him half the time with their children, stating
15 instead through counsel David could have “visitation” with them—not
16 joint custody. It is of note Christie’s TPO did not include the children
17 and Christie states in a letter to David that “Sarah is crying every day for
18 her dad.”²³

19 Christie continued her game playing. She withheld joint time with
20 the children from David for a week and a half²⁴ but when David finally
21 got the children and wanted them for an equal amount of time, Christie

22 See the text messages from Christie dated December 2, 2018, 1:36 p.m. and December 4, 2018, 12:47 p.m., attached as **Exhibits 17** and **18**.

23 See the December 20, 2018 correspondence, attached as **Exhibit 19**.

24 Stating through her counsel David could have them for a day or two only.

1 stated David was “trying to keep the children from her.” Christie was
2 also withholding David’s work computer from – a computer which was
3 his personal property. This system had all of David’s work programs,
4 projects, etc. Without it, David could not work and therefore could not
5 generate money to help support the family. David already lost one
6 project from a company in Chicago due to his failure to meet a deadline
7 (related to Christie intentionally withholding David’s computer).

8 Christie then conducted numerous acts of financial malfeasance –
9 all while the JPI was in effect. Christie emptied out the joint accounts,
10 from which David’s income was deposited and while the. Instead of
11 using those monies that were deposited to pay bills, Christie kept the
12 funds but still insisted David pay the bills – all the while denying him the
13 ability to work and earn money. Christie then over drafted the joint
14 account – often due to ATM withdrawals at gambling establishments or
15 next to dispensaries. Christie also emptied out the business accounts,
16 deactivated David’s debit card and last David could see prior to her
17 removing him from the business accounts, the deposits were decreasing
18 – meaning Christie started depositing the funds elsewhere to make the
19 business look like it is not profitable. Christie removed David from his
20 position as President and CEO of several businesses. Christie terminated
21 David’s and his mother’s cell service. Christie intercepted one of David’s

1 paychecks that was sent to the Maule residence and instead of returning
2 it to David, Christie deposited the monies into the joint account and then
3 immediately transferred them to herself. Christie denies this but the
4 bank confirmed the funds were withdrawn and subsequently deposited
5 by Christie. When David was forced to move into one of the rental
6 homes, Christie refused to provide David or his counsel the bills,
7 resulting in the cable and utilities being shut off on David – including
8 when he had the children.

9 Christie also harassed David's poor, elderly mother ("Georgette")
10 who had lived with the parties in the fall of 2018 and remained in the
11 residence. Christie sent David a text on December 21st telling David that
12 if he agrees to his mother moving out of the marital residence, she will
13 give him "his big computer" (David's work computer).²⁵ Christie wanted
14 Georgette out of the residence—despite the fact she had a legal right to
15 be present and Georgette was concerned a man, some stranger Christie

16 ²⁵ Christie originally told David via text that if he gave her his password to the
17 computer, she would copy the files and then give him the system. See the December
18 21, 2018 text messages from Christie, attached as **Exhibit 20**. David, knowing
19 Christie would simply attempt to delete anything she thought would hurt her in the
20 divorce, was not agreeable (essentially by not responding). It is of note that once
21 David received his system back, most of the hard drive had been deleted. Christie
obviously did so in an effort to try and delete the video files attached hereto not
knowing David had backed them up. David knows Christie did so as everything on
the system helps David (i.e. his work projects he needs to earn income, incriminating
videos and photos of Christie's issues), not Christie. Christie's counsel then sent
David's a letter on December 27th stating David is not to wipe the hard drives. It is
clear Christie did so but is trying to make it look like David did after he received the
system.

1 met at one of her bondage classes, was evidently living at the home and
2 watching the baby! Georgette was able to snap a photo of this
3 individual.²⁶ Christie even admits to David's mother that she applied for
4 the TPO solely to use as leverage. David's mother made a recording of
5 Christie's statements: ²⁷

6 "You asked me if there is a way to make things better, which there
7 is, and for David to be here for Christmas Day, would be for David
8 to dismiss all his stuff and I would dismiss all of mine...I would
not be doing any of this if I didn't think David was trying to take
away my children."

9 When David decided not to reconcile and Georgette was not
10 leaving the home, Christie became infuriated again and started being
11 abusive towards Georgette. Despite being sick, Christie emptied out the
12 refrigerator so Georgette had no food and constantly berated Georgette.
13 David therefore had food sent to the residence for his mother but
14 Christie almost immediately used or removed this food from the
15 refrigerator as well. Christie then disconnected cell phone service and
16 the internet (so Georgette could not use her cellphone) on December 12th
17 and after David's phone was damaged, Christie refused to allow David to
18 pay the \$250 to her account to fix it. Christie did so despite the JPI.

19 ///

20 ²⁶ See the photo by David's mom of Scott Pheasant in the marital residence, attached
as **Exhibit 21**.

21 ²⁷ See the December 14, 2018 video recording between Christie and David's mom,
attached as **Exhibit 22**.

1 Christie then started making crazy accusations that David had
2 violated the TPO – all of which were false. Christie alleged Gypsy Rogers,
3 a friend of the family, violated the TPO by coming to the house when
4 Gypsy was only doing so to bring Georgette food and check on her. When
5 Gypsy was out of town for the holidays and to attend a funeral and
6 David's father ("David Sr.") was with Georgette caring for her, Christie
7 claimed it was harassment. Christie next falsely claimed David's father
8 stole the work computer by giving it to David, resulting in David Sr.'s
9 arrest (and spending Christmas Eve and Day in jail) even though the
10 computer belonged to David and constituted his personal property.
11 Christie even resorted to trying to lock David's parents in their bedroom
12 – something the police told Christie she could not do. Christie then
13 broke into the parties' safe but tried to blame it on Georgette – despite
14 the fact the safe is on the second floor and Georgette cannot climb stairs.

15 While everyone has their predilections, Christie's are very
16 concerning as she engages in bondage sex / paraphilic infantilism.
17 Essentially, Christie insists on being treated like a small child during
18 intimate moments, including sex at times. She regularly insists that she
19 call David "daddy," even in everyday conversations, and even in letters.
20 Christie attends paraphilic infantilism parties, which include sexual
21 encounters. In fact and two days before the TPO was served, Christie

1 wrote David a “Christmas card” on children’s cardboard paper, in
2 marker with child-like drawings in which she refers to him as “daddy”
3 multiple times and wishes the parties were not divorcing.²⁸ Christie is
4 even one of the heads of the 702 Piglet group, an online group that meets
5 and act like like a cub and girl scouts for adults.

6 Christie claims this life is kept separate from the children –
7 something David insisted on when the parties were together. However,
8 Christie has started to violate this rule. Christie wants to rent a room in
9 the marital residence to Brittany Johns – someone Christie met in one of
10 her fetish groups.²⁹ David has learned Christie also wants to turn the
11 parties’ garage into a “sexual dungeon.” Christie has evidently upped her
12 use of recreational drugs, namely marijuana. Christie’s use during the
13 marriage was so bad that David asked her to stop or at least limit.
14 Christie claimed she did although from her clothes, David did not believe
15 her.³⁰ Christie wanted to allow a man she met at one of her sex parties to
16 film a porn movie in the parties’ rental house.³¹ Christie states in a follow
17 up text that “the attorney states she has every right to do this [allowing

18
19
20 ²⁸ See Christie’s card to David, attached as **Exhibit 23**.

²⁹ See Ms. Jones’ Facebook page, attached as **Exhibit 24**.

³⁰ See the texts messages from November 20, 2018, attached as **Exhibit 25**.

³¹ See the texts messages from mid-December 2018, attached as **Exhibit 26**.

1 the filming].”³² Worse, Christie had started a relationship with a
2 convicted domestic violence perpetrator she met at one of her fetish/sex
3 parties – Scott Pheasant.

4 **Scott Pheasant**

5 Three days after obtaining her TPO against David, Christie moved
6 in some man she met into the parties’ home, Scott Pheasant (“Mr.
7 Pheasant”). This man was sleeping in David’s bed, going through David’s
8 property and worse, watching David’s children – all without David not
9 knowing a thing about him and Christie disclosing nothing. While
10 Christie claimed Mr. Pheasant did not live with her, Georgette observed
11 the man in fact doing so, as she states in her Affidavit.³³ As he was
12 nervous to have his children around a man he knew nothing about,
13 David investigated Mr. Pheasant and turned up information that has
14 him very concerned.

15 Mr. Pheasant was in the U.S. Air Force but was dishonorably
16 discharged when he was convicted of battery assault against both his
17 then wife, Taylor Poe, and his ex-girlfriend (resulting in his
18 incarceration).³⁴ In regards to Ms. Poe, Mr. Pheasant put dog feces on
19 her face and struck her. Specifically, when police officers arrived at Mr.

20 ³² *Id.*

³³ See the Affidavit of Georgette Stucke, attached as **Exhibit 27**.

21 ³⁴ See the U.S. Air Force Court of Criminal Appeals decision, attached as **Exhibit**
28.

1 Pheasant's home on the day that he assaulted his then wife with dog
2 feces, they found broken furniture and Ms. Poe crying with injuries to
3 her lower lip and chest. When they questioned Mr. Pheasant, he
4 admitted that he put dog feces in her mouth during a physical struggle
5 that ensued after he pursued his then wife into their bedroom. Worse,
6 Mr. Pheasant also admitted that was not the first time he had done such
7 a vile thing to his then wife Ms. Poe. Mr. Pheasant admitted he had
8 previously shoved his then wife and smeared dog feces on her face. As
9 for his ex-girlfriend, she testified that Mr. Pheasant punched her in the
10 face while she was in her car and he outside of it. It is of note Mr.
11 Pheasant's ex-girlfriend also stated Mr. Pheasant assaulted their child
12 but there was not enough evidence upon which to convict.

13 Since that time, Mr. Poe divorced Mr. Pheasant in Nevada (D-18-
14 569131-Z). This resulted in Ms. Poe moving out of state with the parties'
15 child and, based on Mr. Pheasant's Facebook posts, not being allowed
16 contact with the child.³⁵

17 However, Mr. Pheasant is constantly around the parties' children
18 and in the home. David's mother took a photo of Mr. Pheasant in his
19 home watching the baby³⁶ and observed Mr. Pheasant with the children

20
21 ³⁵ See the Facebook post, attached as **Exhibit 29**. It is of note that Mr. Pheasant's
divorce case was sealed.

³⁶ See **Exhibit 21** above.

1 for long periods of time while Christie was off doing something else.
2 Christie has had Mr. Pheasant at child custody exchanges and spends
3 substantial time with him, and Mr. Pheasant talks about sleeping next to
4 Christie in a Facebook post.³⁷ While she was still in the marital
5 residence, Georgette heard Christie state to Sarah in Mr. Pheasant's
6 presence that "he will be there for you since Daddy isn't around" and
7 even told Georgette that "Sarah needs male role models around."
8 Further, Sarah recently told David that she made him a heart but Mr.
9 Pheasant (Scott as Sarah referred to him) "threw it in the garbage."

10 **TPO Hearings**

11 At the first hearing held on January 3, 2019 before the Honorable
12 Jennifer Henry, Hearing Master Henry stated that she believed this case
13 was more about two individuals who needed to be apart and not really
14 about domestic violence by David. As a result, she continued the TPO
15 without prejudice and set a return hearing to give the parties time to see
16 if they could resolve the issue. On a temporary basis, Hearing Master
17 Henry awarded the parties joint physical custody.

18 At the return hearing, there was no agreement so the hearing went
19 forward, this time with a different Hearing Master – Hearing Master
20 Anderson again commented that he did not believe the matter to be a

21 ³⁷ See the photos of Christie and Mr. Pheasant together, attached as **Exhibit 30**. See also the January 27, 2019 Facebook post by Mr. Pheasant, attached as **Exhibit 31**.

1 domestic violence / threat of harm situation but extended the TPO. It is
2 of note that Hearing Master Anderson only did so until March 24, 2019,
3 that he did not take evidence³⁸ and commented the extension
4 represented a cooling off period for the parties.

5 **Businesses That Christie Operates**

6 The parties have a number of businesses, three of which Christie
7 actively runs. One of these businesses is Atomic Radiology, Inc. (ARI).
8 ARI contracts with doctors and medical imaging centers to provide
9 imaging services. While it was understood Christie would provide the
10 majority of work on this business, David was an integral part of getting
11 the business established and running. David is in fact still listed on on
12 ARI's webpage as the President and CEO.³⁹

13 The other two businesses are PCCG, Inc. (PCCG), and ActionRad
14 Solutions, Inc. (ActionRad) These businesses are software vendors for
15 the software utilized by clients of ARI. By using this software, PCCG and
16 ActionRad is able to give ARI clients better, competitive pricing. It is of
17 note the businesses are essentially the same, with the revenues both
18 listed on the PCCG P&L, and the only difference being one of the
19 companies Christie previously owned with a partner.

20 ³⁸ As Mr. Mayo stated several times evidence would need to be taken before an
21 adjudication of the issue and a binding ruling was made.

³⁹ See **Exhibit 32**.

1 These three businesses are Christie's source of income and are
2 profitable. While David only has part of the Quickbooks information on
3 the businesses (and 2018 is incomplete),⁴⁰ 2017 evidences the net
4 income at least two companies (ARI and PPCCG) are generating. The
5 attached P&Ls for 2017 show ARI made net profit of \$124,638.27 and
6 PCCG made \$171,975.89 – totaling \$296,614.16.⁴¹ Christie should have
7 similar numbers for 2018.⁴² Further, there was a new client at the end of
8 2018 that Christie was excited about as they would pay \$5,000 per
9 month that she told David about prior to their separation.

10 While the businesses are profitable, Christie will claim they are
11 not. However, this is only because Christie uses the business accounts as
12 her personal slush funds, constantly withdrawing monies to pay
13 personal monthly bills, entertainment, gambling, etc., while falsely
14 referring to them as "business expenses." The remainder, what Christie
15 claims to be \$49,200, is what Christie refers to as her "compensation."
16 David is in the process of obtaining Christie's business and personal
17 bank statements confirming same. Christie is concerned about this
18 deception as she begged David during one of the recent child exchanges
19 not to subpoena her bank records. Not coincidentally, Christie has made

20 ⁴⁰ Christie also has not filed corporate tax returns in years, complicating the matter.

21 ⁴¹ See the ARI 2017 P&L and PCCG 2017 P&L, attached as **Exhibit 33**.

21 ⁴² David anticipates Christie will lie and claim her income has gone down drastically
for 2018.

1 her 1st and 2nd Production of Documents but failed to provide bank
2 records for her numerous personal and business accounts as required
3 under NRCP 16.2. There is also the text message from Christie to David's
4 father at the end of 2018 in which Christie stated: "I make very good
5 money, I make more than your son by the way."⁴³

6 It is also of note that Christie is a big gambler and regularly does so
7 from the business accounts.⁴⁴ These totaled in the tens of thousands and
8 Christie did not use the parties joint account from which to gamble. This
9 is a substantial amount of money for someone who supposedly only
10 makes \$49,200 per year. Christie's favorite casinos consisting of the
11 Tropicana, Silverton, Grand Sierra, Cosmopolitan, Orleans, Total
12 Rewards, PT's and The D.

13 **David's Financial Situation**

14 David worked for Gamblit Gaming as a game mathematician. This
15 was David's primary source of income. Unfortunately, David was laid off
16 due to a 40% reduction in the companies' workforce.⁴⁵ David had to
17 speak to Gamblit regarding the agreement prior to signing it but he has.
18 This agreement is also attached hereto as Exhibit "2."

19 ⁴³ See the text message from Christie to David's father related to her income,
20 attached as **Exhibit 34**.

⁴⁴ Many of Christie's ATM withdrawals are at casinos or bars.

⁴⁵ Attached hereto as **Exhibit 35** is the Employee Termination Form from Gamblit
21 evidencing same; the company list of programs terminated (**Exhibit 36**) and
David's Separation Agreement from the company, attached as **Exhibit 37**.

1 David has been proactive though in searching for new employment
2 and has obtained new employment (although he will not start until the
3 end of the month). This new position will pay David \$100,000 per year.
4 David has also provided some side work / projects to companies on a
5 limited basis, the last two being Matrix IGaming and Dynamic
6 Technologies. However, Matrix IGaming became upset with David when
7 he missed the Christmas deadline on a project due to Christie's refusal to
8 provide David his work computer. As a result, Matrix IGaming told him
9 they will not be using him for now. David finished a project for Dynamic
10 Technologies but they have no new ones they need him working on at
11 the present.⁴⁶

12 **Sale of the Birkland Rental Property**

13 David went in with a partner, Jonathan Morrell (Mr. Morrell) to
14 buy rental property located at 7211 Birkland Court, Las Vegas, NV 89117
15 ("the Birkland property"). The Birkland property is owned by David and
16 Mr. Morrell via a company, JD Investments, LLC ("JD Investments").
17 However, and pursuant to the operating agreement, Mr. Morrell and
18 David's interest in the Birkland property is proportionate to how much
19 each invested in the Birkland property, with Mr. Morrell investing
20 \$585,889.13 and David investing just \$25,000. This results in a 96%

21 ⁴⁶ See the text message from Ben Dodds dated December 2, 2018, attached as
Exhibit 38.

1 interest belonging to Mr. Morrell and a 4% interest belonging to David.
2 It was agreed that upon the sale of the Birkland property, each party
3 would recoup their initial investment with any profit being divided
4 equally. However, Christie is refusing the cooperate in the sale. In the
5 process of doing so, she is causing the community to incur greater debt
6 and exposing David to a civil lawsuit by Mr. Morrell.⁴⁷

7 **III. LAW AND ARGUMENT**

8 **A. David Should be Awarded Sole Physical Custody of** 9 **the Minor Children with Christie Provided** 10 **Supervised Visitation**

11 NRS 125C.0045 states in relevant part:

12 **[M]odification or termination of orders.**

13 1. In any action for determining the custody of a minor
14 child, the court may, except as otherwise provided in this section
15 and NRS 125C.0601 to 125C.0693, inclusive, and chapter 130 of
16 NRS:

17 (a) During the pendency of the action, at the final hearing or
18 at any time thereafter during the minority of the child, make such
19 an order for the custody, care, education, maintenance and
20 support of the minor child as appears in his or her best interest;...

21 While the parties temporarily share joint physical custody,
Christie's reckless conduct poses a threat to the safety of the children
and warrants a change in custody. Christie is intentionally allowing a
man who was **convicted** of battery assault against two women be
around and help care for the parties' children. What makes Mr.

⁴⁷ See the February 14, 2019 correspondence from Mr. Morrell's counsel, attached as **Exhibit 39**.

1 Pheasant's transgressions so horrible is that **he admitted to shoving**
2 **dog feces into his ex-wife's face on two separate occasions and**
3 **striking her repeatedly.** He also struck his ex-girlfriend. Further, in
4 in his divorce, **Mr. Pheasant was restricted in regards to his care**
5 **of his children.**

6 To any reasonable third party, allowing such a man around small
7 children would be unimaginable. However, Christie has evidently fallen
8 in love with this twisted individual, driven by her need to have someone,
9 anyone, in her life, and that has blinded her to the threat such an
10 individual poses to anyone when set off or challenged. As a result, she
11 has given Mr. Pheasant carte blanche access to the parties' children.
12 Proof that Christie is putting her lust and need to have a man ahead of
13 her children's safety is the fact that if Mr. Pheasant were no one of
14 significance, Christie would have agreed to bar Mr. Pheasant from being
15 in her home or the children – even if she were present. Instead, Christie
16 refuses and rationalizes her position by claiming Mr. Pheasant can be
17 around the children because “she is around.” Such a position is
18 unacceptable and the Court must take efforts to protect the children by
19 placing them in David's care with Christie having supervised visitation.

20 Further, Christie has neglected the care of the minor children.
21 Christie goes to sex parties that last until early in the morning and does

1 not tell David who is watching them. This behavior is believed to be due
2 to Christie's continued emotional problems and obsession with Mr.
3 Pheasant. Worse, Christie is also trying to align Sarah against her father
4 by inserting Mr. Pheasant of all people as a father figure. Unlike Christie,
5 David is willing to prioritize the safety and care of the minor children
6 and should be placed in his care.

7 **B. David Should Be Awarded Child Support**

8 In Nevada and under NRS 125B.070(1)(a), it was determined that
9 25% of the non-custodial parent's income should be paid as and for the
10 financial contribution for two children, subject to the applicable
11 presumptive maximum.

12 As the most recent financial information David has for Christie's
13 businesses shows she has net profit from the businesses of at least
14 \$296,614.16 per year, or \$24,717.85 per month, Christie should pay the
15 presumptive amount of child support, which comes out to \$2,276 per
16 month. The parties should also temporarily be 1/2 responsible for the
17 costs of daycare and the children's portion of the health insurance
18 premiums, with the parties dividing any unreimbursed/uncovered
19 medical costs for the children pursuant to the 30/30 Rule.⁴⁸

20 ///

21 ⁴⁸ It should be noted that David can maintain his insurance through his prior employer through February 2019.

1 **C. The Parties Should Pay Their Own Expenses**

2 Under NRS 125.040, spousal support is about monies needed for
3 maintenance of monthly expenses. This is especially true in short term
4 marriages. In this case, both parties are, on a temporary basis, capable of
5 paying and providing for their own hard and discretionary expenses
6 (including those related to the residence they occupy).

7 Now, Christie knows this and is trying to take advantage of the fact
8 a number of monthly expenses are in David's name. Christie is
9 essentially trying to keep her own income while forcing David to pay for
10 all monthly community expenses, believing she can play a game of
11 chicken since David will want to protect his credit and not let monthly
12 bills go into arrears. Such a result is completely inequitable and
13 deceitful, especially since Christie makes more than David does.

14 **D. David Should be Awarded Exclusive Possession of**
15 **the W. Maule Residence**

16 The Court has the broad authority to make temporary orders and
17 injunctions regarding a number of issues, including the exclusive
18 possession of real property during the pendency of a divorce. EDCR 2.10
19 and NRS 125.050. Such order and injunctions are especially necessary in
20 cases where a party is attempting to "do any act that would defeat or
21 render less effectual any order which the court might ultimately make

1 concerning the property or pecuniary interests..." *Id.*

2 Christie's conduct evidences that she cannot be trusted with the
3 care of the W. Maule residence and its contents. She is having third
4 parties she meets at sex parties move into the home,⁴⁹ perform
5 construction on the home, is attempting to convert the garage into a
6 dungeon, stealing from the family safe, etc. As it is clear Christie cannot
7 be trusted and David will be awarded the residence in the divorce as it is
8 his premarital property, David should be awarded exclusive possession
9 of the W. Maule residence and Christie move into the rental home or sell
10 same and have Christie move into another residence.

11 **E. Sale of the Birkland Rental Property**

12 David is only a minority owner in this rental property (a mere 4%)
13 and with the property operating at a loss, it needs to be sold. Christie,
14 however, is holding up the sale. In the process of doing so, she is causing
15 the community to incur greater debt and exposing David to a civil
16 lawsuit. Therefore, and pursuant to NRS 125.050, the Court should
17 order the Birkland property sold.

18 **F. David Should be Awarded Attorney's Fees**

19 David attempted in good faith to resolve the issues addressed in
20 this Motion. Unfortunately, Christie refused to do so as she was non-

21 ⁴⁹ Resulting in Christie obligating the community and David's separate property to a rental agreement.

1 committal on not having Mr. Pheasant around her children under any
2 circumstances nor committed to being responsible for her half of
3 community expenses.⁵⁰ Christie can play coy but it is clear she intends to
4 continue dating Mr. Pheasant and having them at the marital residence,
5 as well as avoiding payment of half the bills as she knows the are almost
6 all in David's name and is betting David will not let them go into arrears
7 or collection. Therefore, Christie is acting in bad faith and it is her
8 deliberate inaction in this regard that has forced David to pursue relief
9 from this Court. David requests the Court make an allowance of fees
10 under NRS 18.010 and EDCR 7.60 to him in the amount of \$3,500, with
11 David submitting a *Brunzell* memorandum if requested.

12 **IV. CONCLUSION**

13 Based upon the foregoing, the Court should grant Plaintiff, DAVID
14 STUCKE'S Motion in its entirety.

15 Dated Friday, February 15, 2019.

16 Respectfully Submitted,

17 THE ABRAMS & MAYO LAW FIRM

18 Vincent Mayo, Esq.
19 Nevada State Bar Number: 8564
20 6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Plaintiff

21 ⁵⁰ Christie agreed to pay the car payment and insurance payment, but nothing else.

1 **AFFIDAVIT OF DAVID STUCKE**

2 STATE OF NEVADA)
) ss:
3 COUNTY OF CLARK)

4 1. I, DAVID STUCKE, do solemnly swear to testify herein to the
5 truth, the whole truth and nothing but the truth.

6 2. That I am the Plaintiff in the above-entitled.

7 3. That I make this affidavit in support of the foregoing *Motion*
8 *to Modify Custody; for Child Support; Payment of Marital Bills and*
9 *Expenses; Exclusive Possession of the Marital Residence; Attorney's*
10 *Fees and Related Relief.*

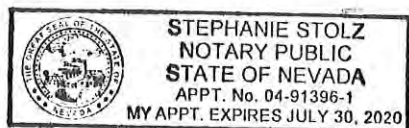
11 4. That I have read said Motion and hereby certify that the
12 facts set forth in the Points and Authorities attached thereto are true of
13 my own knowledge, except for those matters therein contained stated
14 upon information and belief, and as to those matters, I believe them to
15 be true. I incorporate said facts into this Affidavit as if set forth in full
16 herein.

17 FURTHER, AFFIANT SAYETH NAUGHT.

18 David Stucke
 DAVID STUCKE


19 SUBSCRIBED AND SWORN to before me
20 this 13th day of February, 2019.

21 Stephanie Stolz
 NOTARY PUBLIC



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Brian J. Steinberg, Esq.
Attorney for Defendant


An Employee of The Abrams & Mayo Law Firm

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DAVID PATRICK STUCKE,
Plaintiff/Petitioner

v.
CHRISTIE LEEANN STUCKE,
Defendant/Respondent

Case No. D-18-580621-D

Dept. F

**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.

<input type="checkbox"/> \$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
<input checked="" type="checkbox"/> \$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>	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 _____.
<input type="checkbox"/>	Other Excluded Motion (must specify) _____.

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

<input checked="" type="checkbox"/> \$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
<input type="checkbox"/> \$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-	
<input type="checkbox"/> \$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.

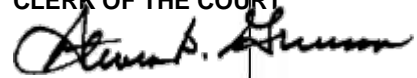
Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:	
<input checked="" type="checkbox"/> \$0	<input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154

Party filing Motion/Opposition: Plaintiff/Petitioner Date 02/15/2019

Signature of Party or Preparer Stephanie Stucke

STUCKE-0051



1 **EXH**

Vincent Mayo, Esq.

2 Nevada State Bar Number: 8564

THE ABRAMS & MAYO LAW FIRM

3 6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

4 Tel: (702) 222-4021

Fax: (702) 248-9750

5 Email: VMGroup@TheAbramsLawFirm.com

Attorney for Plaintiff

6 Eighth Judicial District Court

7 Family Division

8 Clark County, Nevada

9 DAVID PATRICK STUCKE,

) Case No.: D-18-580621-D

10 Plaintiff,

) Department: F

11 vs.

12 CHRISTIE LEEANN STUCKE,

13 Defendant.

14
15 **APPENDIX OF EXHIBITS IN SUPPORT OF**
16 **MOTION TO MODIFY CUSTODY; FOR CHILD SUPPORT;**
17 **PAYMENT OF MARITAL BILLS AND EXPENSES; EXCLUSIVE**
18 **POSSESSION OF THE MARITAL RESIDENCE; SALE OF THE**
19 **BIRKLAND PROPERTY; ATTORNEY'S FEES AND FOR**
20 **RELATED RELIEF**
21

Exhibit	Description
1	Text message dated January 3, 2018

2	Photos from the November 2017 incident
3	August 25, 2018 video
4	Photo of the chairs Christie smashed
5	August 25, 2018 texts between the parties
6	September 5, 2018 video
7	November 27, 2018 texts between the parties
8	May 30, 2018 video
9	July 27, 2018 and August 17, 2018 videos
10	November 20, 2018 texts in which Christie admits to starting the incident
11	November 28, 2018 texts in which Christie admits to hitting David
12	November 26, 2018 video
13	Text message from Christie dated November 28, 2018 regarding reconciling and medication
14	Text messages between the parties dated November 30, 2018
15	Text message exchange dated November 28, 2018 regarding the van
16	Text message from Christie dated November 29, 2018, 2:53 p.m.
17	Text message from Christie dated December 2, 2018, 1:36 p.m.
18	Text messages from Christie dated December 4, 2018, 12:47 p.m.

19	December 20, 2018 correspondence
20	December 21, 2018 text messages from Christie
21	Photo by David's mom of Scott Pheasant in the marital residence
22	December 14, 2018 video recording between Christie and David's mom
23	Christie's card to David
24	Ms. Jones' Facebook page
25	Texts messages from November 20, 2018
26	Texts messages from mid-December 2018
27	Affidavit of Georgette Stucke
28	U.S. Air Force Court of Criminal Appeals decision
29	Facebook post
30	Photos of Christie and Mr. Pheasant together
31	January 27, 2019 Facebook post by Mr. Pheasant
32	ARI's webpage
33	ARI 2017 P&L and PCCG 2017 P&L
34	Text message from Christie to David's father related to her income
35	Employee Termination Form from Gambelit

36	The company list of programs terminated
37	David's Separation Agreement from the company
38	Text message from Ben Dodds dated December 2, 2018
39	February 14, 2019 correspondence from Mr. Morrell's counsel

Dated this 15th day of February 2019.

Respectfully Submitted,

THE ABRAMS & MAYO LAW FIRM

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing APPENDIX OF EXHIBITS IN
3 SUPPORT OF MOTION TO MODIFY CUSTODY; FOR CHILD
4 SUPPORT; PAYMENT OF MARITAL BILLS AND EXPENSES;
5 EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE; SALE OF
6 THE BIRKLAND PROPERTY; ATTORNEY'S FEES AND FOR RELATED
7 RELIEF was filed electronically with the Eighth Judicial District Court in
8 the above-entitled matter, on Friday, February 15, 2019. Electronic
9 service of the foregoing document shall be made in accordance with the
10 Master Service List, pursuant to NEFCR 9, as follows:

11 Brian J. Steinberg, Esq.
12 Attorney for Defendant

13 

14 _____
15 An Employee of The Abrams & Mayo Law Firm
16
17
18
19
20
21

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Jan 3, 2018 at 7:59 AM from Christie

<http://dailymedicalnews.co/2017/08/23/this-is-what-its-like-to-live-with-borderline-personality-disorder-2/>

Jan 3, 2018 at 2:44 PM from Christie

Your so loud wth shut the door

Jan 3, 2018 at 3:55 PM from Christie

, You never know when to fucking stop.. no matter how much i beg you cant just be loving and caring enough to shut up and stop picking at me

Jan 3, 2018 at 3:56 PM to Christie

I do love you. Was only trying to help like I did all day

Jan 3, 2018 at 3:56 PM to Christie

Somehow you are exploding taking something else out on me

Jan 3, 2018 at 3:56 PM to Christie

Sometimes I blow up backat you and I did not do that

Jan 3, 2018 at 3:57 PM to Christie

So please don't blame me for whatever is wrong

Jan 3, 2018 at 3:57 PM to Christie

I love you

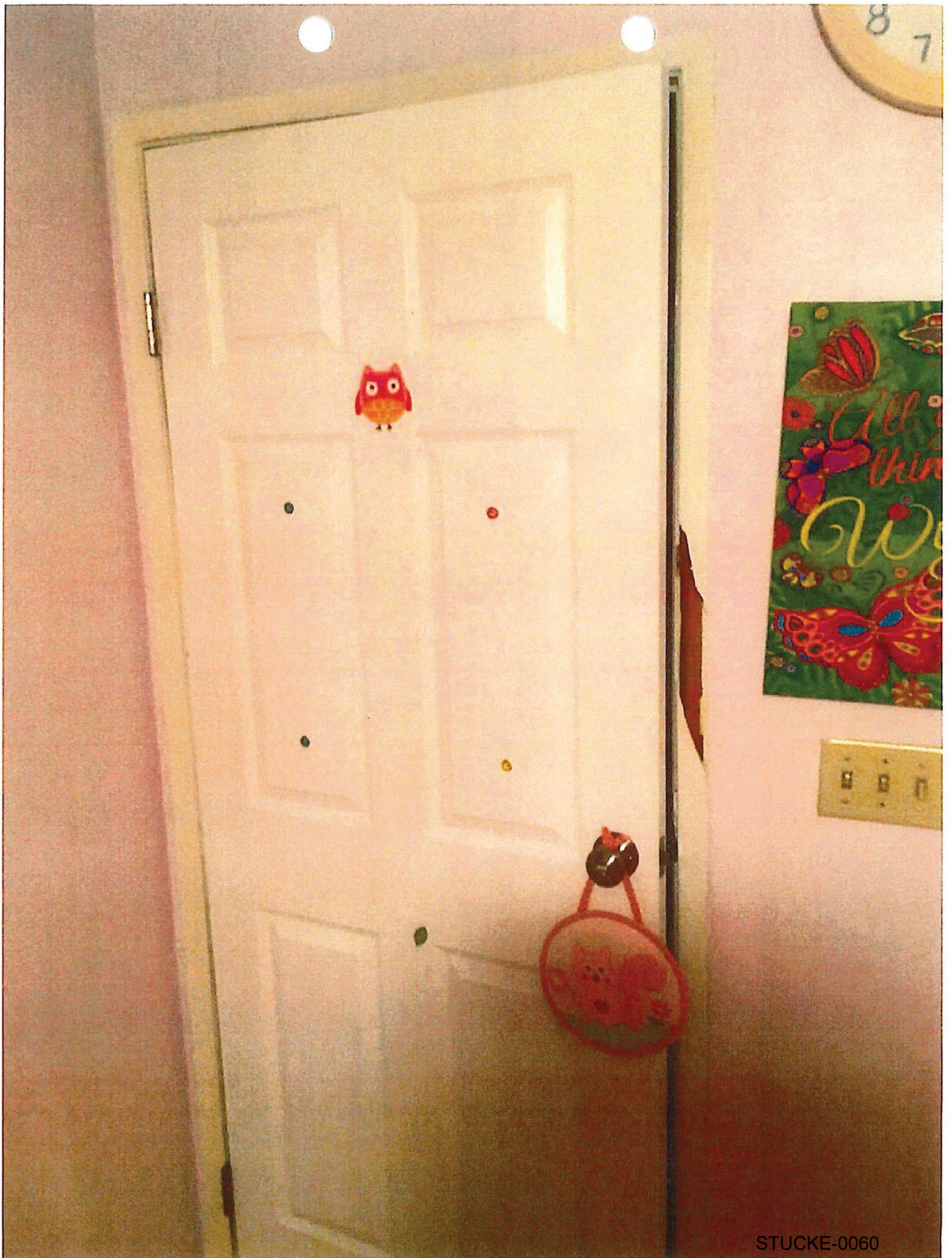
Jan 3, 2018 at 3:57 PM to Christie

Don't run away

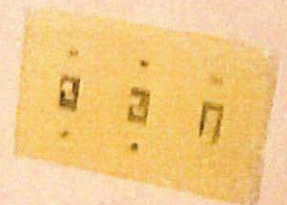
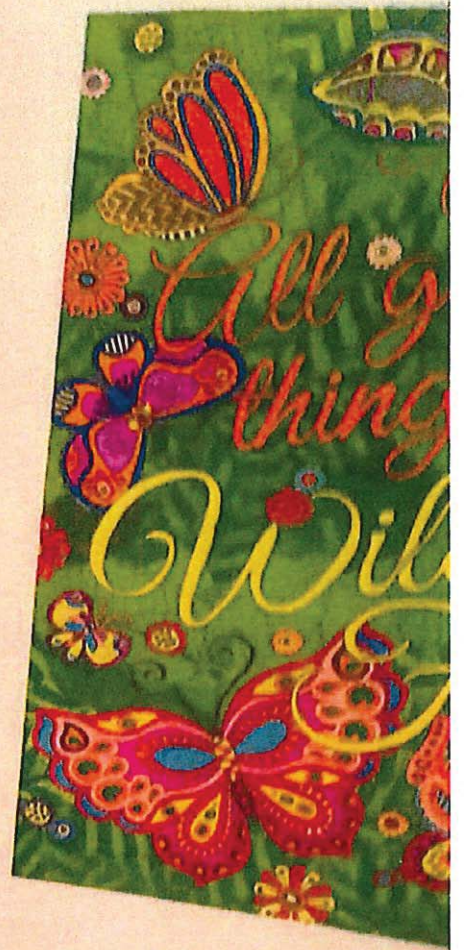
EXHIBIT 2

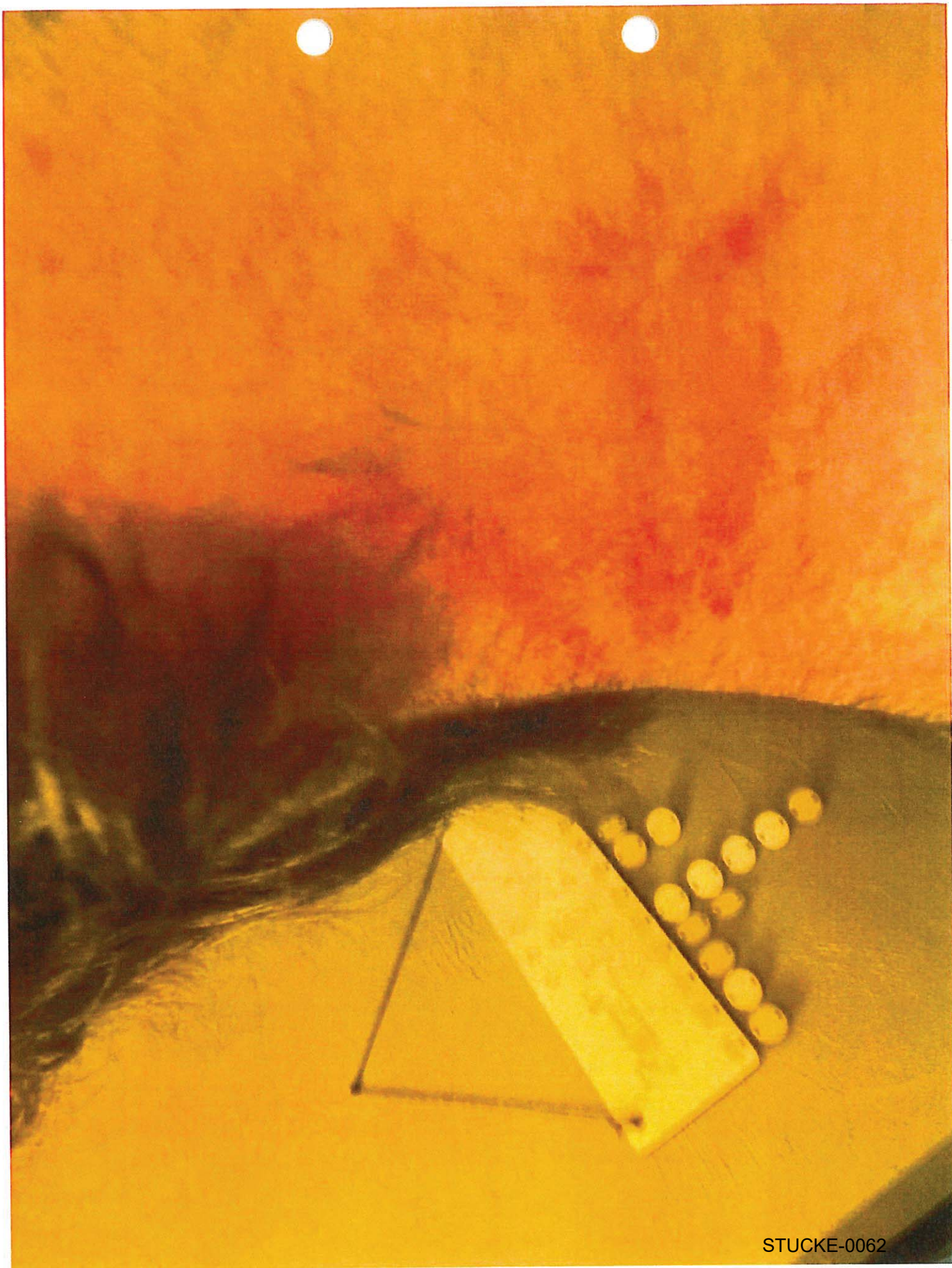
EXHIBIT 2

EXHIBIT 2



STUCKE-0060

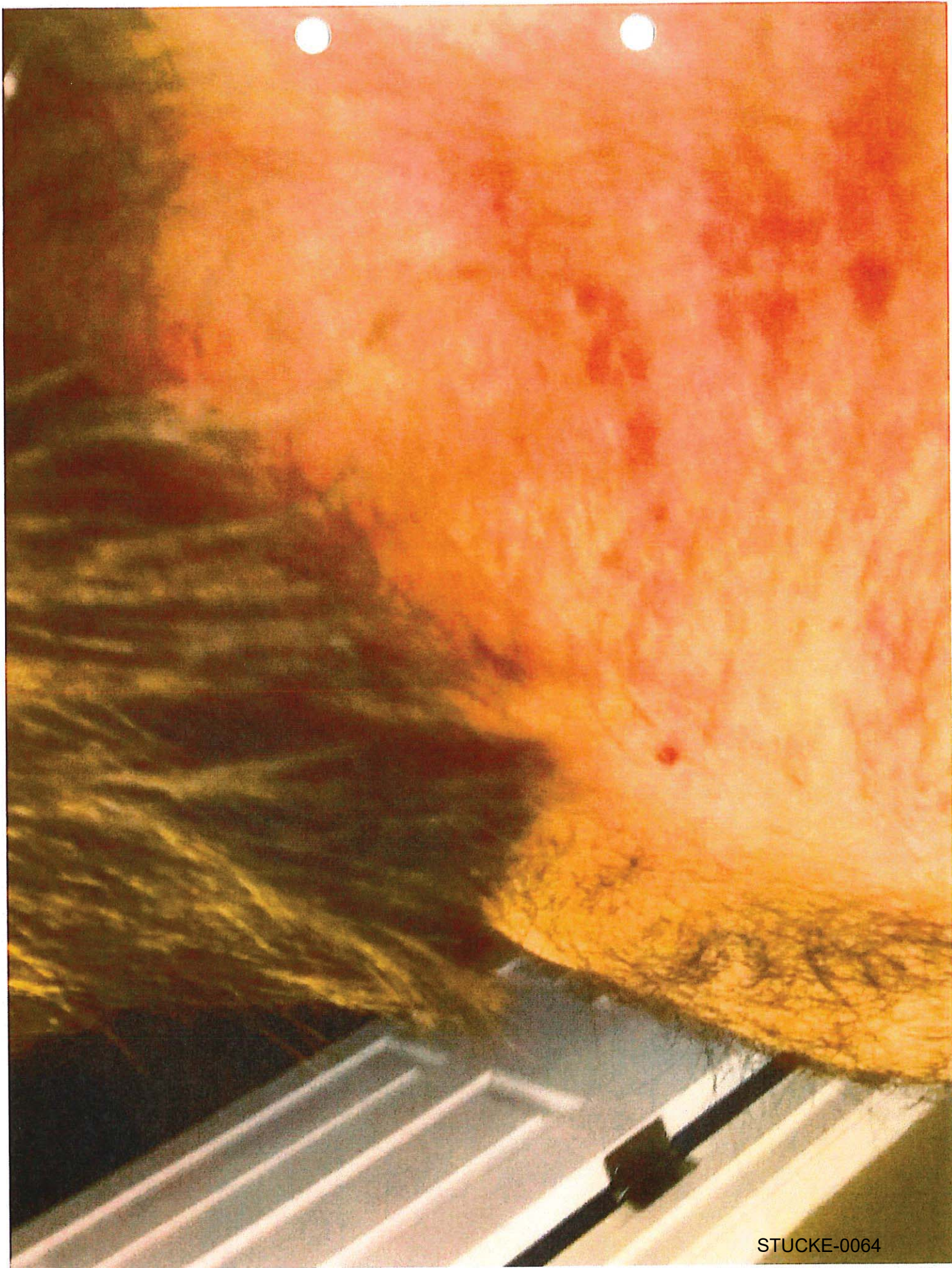




STUCKE-0062



STUCKE-0063



STUCKE-0064



STUCKE-0065



STUCKE-0066

EXHIBIT 3

EXHIBIT 3

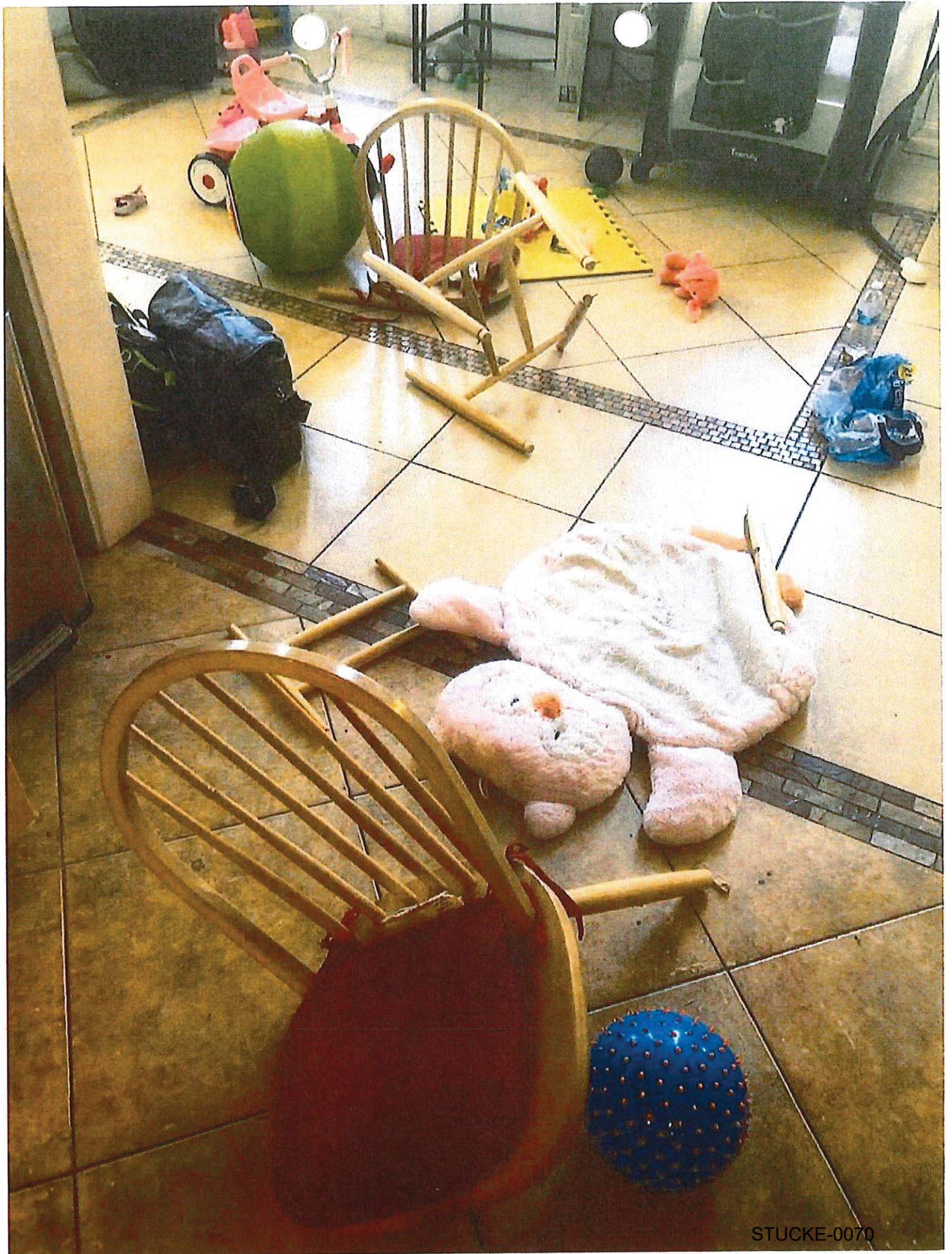
EXHIBIT 3

See Attached
Disk for
Audio/Video
Exhibit

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4



STUCKE-0070

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

Aug 25, 2018 at 10:57 AM from Christie

What's wrong is this somebody says you're making them feel afraid and threatened and that they would like you to leave the room and you don't you obviously want to make me feel that way

Aug 25, 2018 at 10:58 AM from Christie

What's worse is you even putting your hands on me w Sarah in my arms after being yelling and threatening

Aug 25, 2018 at 10:59 AM to Christie

You hit me while holding Sarah

Aug 25, 2018 at 10:59 AM to Christie

Are you that insane?

Aug 25, 2018 at 10:59 AM from Christie

Clearly you are a heartless emotionless cheating lying asshole

Aug 25, 2018 at 10:59 AM to Christie

Clearly... come on

Aug 25, 2018 at 10:59 AM from Christie

I hit you to get you out of my area and out of my face

Aug 25, 2018 at 10:59 AM to Christie

You came at me attacking while holding Sarah

Aug 25, 2018 at 10:59 AM to Christie

Try again

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

See Attached
Disk for
Audio/Video
Exhibit

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

Nov 27, 2018 at 11:08 AM to Christie

I do want things to be good. It's the emotional crazy screaming and yelling and throwing things and swearing in front of the kids and not caring how it affects them that is really the issue. I seriously think you need some help. I do love you

Nov 27, 2018 at 11:21 AM from Christie

The fact that you see no relationship to your behavior to me and your treatment of me is why we are not going to be together anymore you can't complain about something and not see how you contribute to it and how you could have an effect on me when you are so negative and so wrong to me

Nov 27, 2018 at 11:22 AM to Christie

I never said I'm not involved but your reactions are insane

Nov 27, 2018 at 11:22 AM from Christie

Either way the fact that you don't want to commit to doing anything about what you say is your major problem with our relationship which is yelling and screaming which I've told you send your mother home let us have our space to heal and we can even go to some classes about this but you need to recommit yourself to me and this marriage because you have not been putting me first I'm willing to try but not without that commitment that should be your number one priority if you really cared about me or making us better

Nov 27, 2018 at 11:23 AM from Christie

I would never have done some of the things that you've done to me as of late

Nov 27, 2018 at 11:24 AM to Christie

I can't with how crazy you're being: lying about hitting me. Calling the cops on me for nothing yesterday

Nov 26, 2018 at 8:25 AM from Christie

You can go on and on about that but the reality is I never did anything trying to do it maliciously or hurtfully behind your back like you did to me

Nov 26, 2018 at 8:26 AM from Christie

There are so many times and choices where you didn't choose me

Nov 26, 2018 at 8:27 AM from Christie

You didn't value me you thought that I was just going to put up with it well I'm not

Nov 26, 2018 at 8:27 AM to Christie

You throw abd break chairs in front of Sarah

Nov 26, 2018 at 8:27 AM to Christie

You hit me on the face swearing and yelling while holding her

Nov 26, 2018 at 8:27 AM to Christie

And you think it's ok

Nov 26, 2018 at 8:28 AM to Christie

You burn thousands of doljars in the casino without a thought

Nov 26, 2018 at 8:55 AM from Christie

The mediation is on the 28th show up and will do things fairly together don't show up and I'll file on my own and we'll see where the cards fall

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

See Attached
Disk for
Audio/Video
Exhibit

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

See Attached
Disk for
Audio/Video
Exhibit

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10

Nov 20, 2018 at 11:42 AM to Christie

I really can't believe you're lying about this

Nov 20, 2018 at 11:42 AM from Christie

But there's a real conflict to try to say I was trying to swing it you or hit you that's ridiculous if it were true I'd have no problem saying so but it's not

Nov 20, 2018 at 11:43 AM from Christie

I can't believe you twisted it so badly in your mind that you're believing your own lies

Nov 20, 2018 at 11:43 AM to Christie

Apparently not

Nov 20, 2018 at 11:43 AM from Christie

You seriously need to think about what happened because why in the hell would I be trying to hit you

Nov 20, 2018 at 11:43 AM to Christie

Because you were in manic mode

Nov 20, 2018 at 11:43 AM from Christie

Nothing was physical until I tried to grab the keys

Nov 20, 2018 at 11:43 AM to Christie

Which I said I'd give you in a second

Nov 20, 2018 at 11:44 AM from Christie

You should have just gave them to me and I certainly should not have tried to take them but I certainly wasn't trying to hit on you

Nov 20, 2018 at 9:04 AM from Christie

Yeah but you want to do it I can tell

Nov 20, 2018 at 9:04 AM to Christie

That doesn't even make sense

Nov 20, 2018 at 9:04 AM from Christie

It's so obvious how you don't care for me anymore

Nov 20, 2018 at 9:04 AM to Christie

You're the one doing this

Nov 20, 2018 at 9:04 AM from Christie

I keep thinking that one day you'll wake up and care about me again

Nov 20, 2018 at 9:04 AM from Christie

You did all of this you created all of this all of this is because of you

Nov 20, 2018 at 9:04 AM to Christie

I do care about you

Nov 20, 2018 at 9:04 AM to Christie

I love you

Nov 20, 2018 at 9:05 AM from Christie

I didn't call the police I didn't do any of this I didn't cheat on you I didn't go behind your back

Nov 20, 2018 at 9:05 AM to Christie

I also care about how all this is going to affect the kids

EXHIBIT 11

EXHIBIT 11

EXHIBIT 11

Nov 28, 2018 at 6:09 PM from Christie

I can feel how much you love me from your divorce paperw

Nov 28, 2018 at 6:52 PM from Christie

I loved you more than life itself

Nov 28, 2018 at 6:53 PM to Christie

I still do love you

Nov 28, 2018 at 6:53 PM from Christie

I trusted you

Nov 28, 2018 at 6:55 PM to Christie

You're lying about hitting me

Nov 28, 2018 at 6:56 PM from Christie

So you're threatening me with divorce and kids unless I say that I hit you for your court thing ..??

Nov 28, 2018 at 6:57 PM to Christie

No

Nov 28, 2018 at 6:57 PM to Christie

That is the truth

Nov 28, 2018 at 6:57 PM from Christie

If that's what you want really doesn't matter anymore does it here you go I hit you... does it make it better now?? You still using kids as leverage then you can have whatever you want

Nov 28, 2018 at 6:58 PM to Christie

I'm not using the kids as leverage

EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

See Attached
Disk for
Audio/Video
Exhibit

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

Nov 27, 2018 at 4:22 PM from Christie

Just have her now took longer than I expected to pick up the paperwork

Nov 27, 2018 at 4:23 PM from Christie

I was going to drop the hose in the pool but I didn't know when we be able to come back out to turn it off

Nov 27, 2018 at 4:24 PM from Christie

I have a 5 a.m. training tomorrow that's why I

Nov 27, 2018 at 4:24 PM from Christie

I meant FYI instead of that is why

Nov 27, 2018 at 8:16 PM to Christie

Waiting on line

Nov 28, 2018 at 9:02 AM from Christie

So your biggest complaint about me being upset and yelling and I am telling you I am willing to go to counseling with you for the yelling and I'm even willing to consider medication I already said that with the therapist and all I'm asking of you is to stop lying and going around behind my back and to make a recommitment to your marriage and to send your mother home after your court date to buy a plane ticket with the date on it.. you're not willing to do any of those things even though I have committed to doing everything I can for our marriage then there is no saving this marriage because of you can't get down on your knee and recommit to me to your vows.... then it's over I can't keep making all the effort and making all the commitments while you just keep ignoring your vows and your commitments

EXHIBIT 14

EXHIBIT 14

EXHIBIT 14

Nov 30, 2018 at 4:03 PM from Christie

Still busy ?

Nov 30, 2018 at 4:05 PM to Christie

Taking care of David

Nov 30, 2018 at 4:56 PM from Christie

Raven said she can come over and babysit if you're not too tired and you want to go to the Rope thing or not

Nov 30, 2018 at 4:57 PM to Christie

I'll go if we can not fight

Nov 30, 2018 at 4:58 PM from Christie

I don't want to fight with you I love you

Nov 30, 2018 at 8:11 PM to Christie





Dec 1, 2018 at 9:32 AM to Christie

How's it going?

Dec 1, 2018 at 10:31 AM to Christie

Leaving in a min

Dec 1, 2018 at 10:39 AM to Christie

Want something from raising canes?

Dec 1, 2018 at 10:51 AM from Christie

Sure

Dec 1, 2018 at 3:00 PM to Christie

Sarah is awake already

EXHIBIT 15

EXHIBIT 15

EXHIBIT 15

Nov 28, 2018 at 6:59 PM to Christie

Not going to argue with you about it

Nov 28, 2018 at 6:59 PM from Christie

You have yelled and thrown plenty but it doesn't really matter anymore
does it you don't care about me or us or making our marriage good

Nov 28, 2018 at 7:01 PM from Christie

So you got your magical words what do I get for it nothing right.... just
screwed and hurt

Nov 28, 2018 at 7:02 PM from Christie

I can't go through this again I told you I would never want to go through
that pain of fighting and custody stuff with children seriously you picked
the one thing that you know that would hurt me the most

Nov 28, 2018 at 7:03 PM from Christie

I'm going to go to sleep soon in the van..

Nov 28, 2018 at 7:04 PM to Christie

Stop talking like that's

Nov 28, 2018 at 8:05 PM from Christie

You're right I'm going to come home and say goodnight to the kids I just
want to hold David right now and take a shower before I go to sleep...
there's no hope for our marriage and family is there?

Nov 29, 2018 at 11:16 AM to Christie

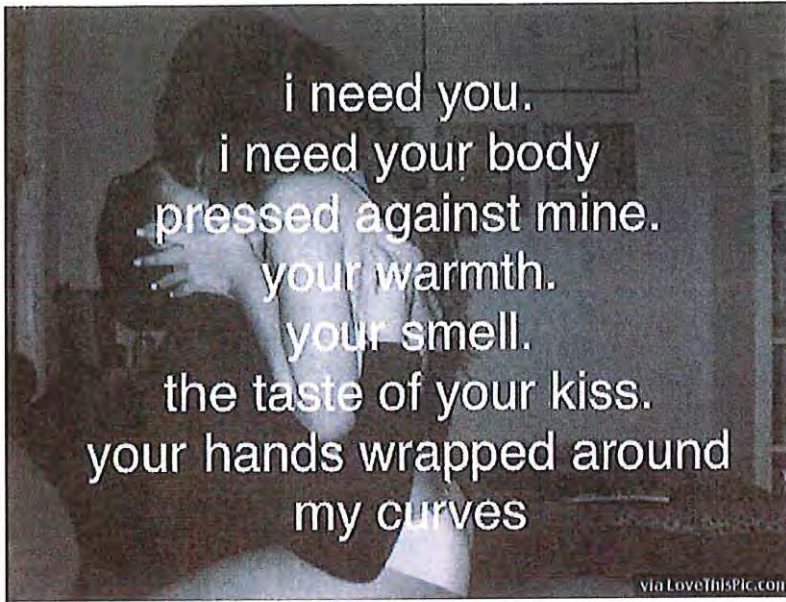
Jimmy wants Megan to tell him
She wants him there

EXHIBIT 16

EXHIBIT 16

EXHIBIT 16

Nov 29, 2018 at 2:53 PM from Christie



Nov 29, 2018 at 4:52 PM to Christie

How's it going?

Nov 29, 2018 at 4:56 PM from Christie

Got sarah on way back

Nov 30, 2018 at 10:26 AM from Christie

Please let me know what you're going to do about the filing you know you can always refile file for 300 bucks if you decide that you still don't want this marriage or its not working later... I think I am worth that much and our relationship is worth that much but if you already have made up your mind and aren't going to pull it back then just tell me and will go through this horrible path you want to choose

Nov 30, 2018 at 10:27 AM from Christie

I wish you were here at the doctor's David is getting all his shots

Nov 30, 2018 at 10:27 AM from Christie

Please let me know what you decide leaving here in about probably 20 minutes

EXHIBIT 17

EXHIBIT 17

EXHIBIT 17

Dec 1, 2018 at 5:53 PM to Christie

Right

Dec 2, 2018 at 10:35 AM to Christie

On my way

Dec 2, 2018 at 1:36 PM from Christie

I love you

Dec 2, 2018 at 2:07 PM to Christie

Love you too

Dec 2, 2018 at 6:26 PM from Christie

By the way I put money in the account so if you want to pay any bills

Dec 2, 2018 at 6:27 PM to Christie

Ok

Dec 2, 2018 at 6:49 PM to Christie

Where are you? What's taking so long ?

Dec 2, 2018 at 6:49 PM from Christie

On my way back now

Dec 2, 2018 at 6:50 PM from Christie

Be there soon

Dec 2, 2018 at 10:33 PM to Christie

Heading home after packing up

EXHIBIT 18

EXHIBIT 18

EXHIBIT 18

Dec 2, 2018 at 10:53 PM to Christie

On my way!

Dec 4, 2018 at 12:20 PM to Christie

Regular hamburger lettuce tomato ketchup

Regular cheeseburger tomato and ketchup

Large regular fry

Vanilla shake

Chocolate shake

Dec 4, 2018 at 12:47 PM from Christie

The only way that I can see our marriage being able to go on after everything is for you to cancel the divorce and for us to try to start over from scratch and have a burial ceremony for the past and that you and I both recommit to this marriage and family... you can be assured that if we can manage to do this I would be willing to let go the past and you have to do the same.

Dec 4, 2018 at 2:38 PM from Christie

I need a positive action from you to believe there is a reason not to give up on us...when you have shown me you already have.

Dec 4, 2018 at 2:42 PM to Christie

Positive actin? You refuse to stop lying about hitting me and use it to threaten me on top of it all

Dec 4, 2018 at 2:42 PM from Christie

And I am not willing

EXHIBIT 19

EXHIBIT 19

EXHIBIT 19



A PROFESSIONAL CORPORATION

4270 S. Decatur Blvd., Suite B10, Las Vegas, Nevada 89103

www.steinberglawgroup.com

Brian J. Steinberg, Esq.
Danielle Dawson, Esq.

p 702.384.9664
f 702.384.9668

December 20, 2018

Via Facsimile and U.S. Mail

Vincent Mayo, Esq.
The Abrams & Mayo Law Firm
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118

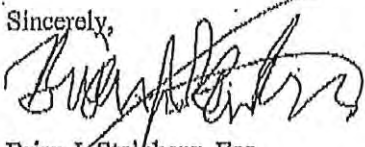
Re: David Patrick Stucke v. Christine Leann Stucke
Case No. D-18-580621-D

Dear Mr. Mayo:

The minor child, Sarah, has been crying every day for her Dad.

Please advise your client to arrange visitation with the minor children.

Sincerely,


Brian J. Steinberg, Esq.

BJS:sb
cc: Christie L. Stucke

EXHIBIT 20

EXHIBIT 20

EXHIBIT 20

10:38

Facebook

LTE

< Home

Christie Leann Stucke >
Active now



They finishing floor this
weekend

If you can have your mom
leave here immediatly i am
willing to give you the
community property of the
big computer

And process your phone

Not trying to hurt you you're
the one who decided this not
me


And you're the one who did
thinns to me



STUCKE-0105

9:13

Facebook

LTE 

 Home

Christie Leann Stucke >
Active now



I even cleaned things up for
you to make it easier so you
can take your stuff

I'm happy to make a copy of
whatever you need

If you want to provide me a
password I can login and
backup all of the directories
on a USB drive and drop it off



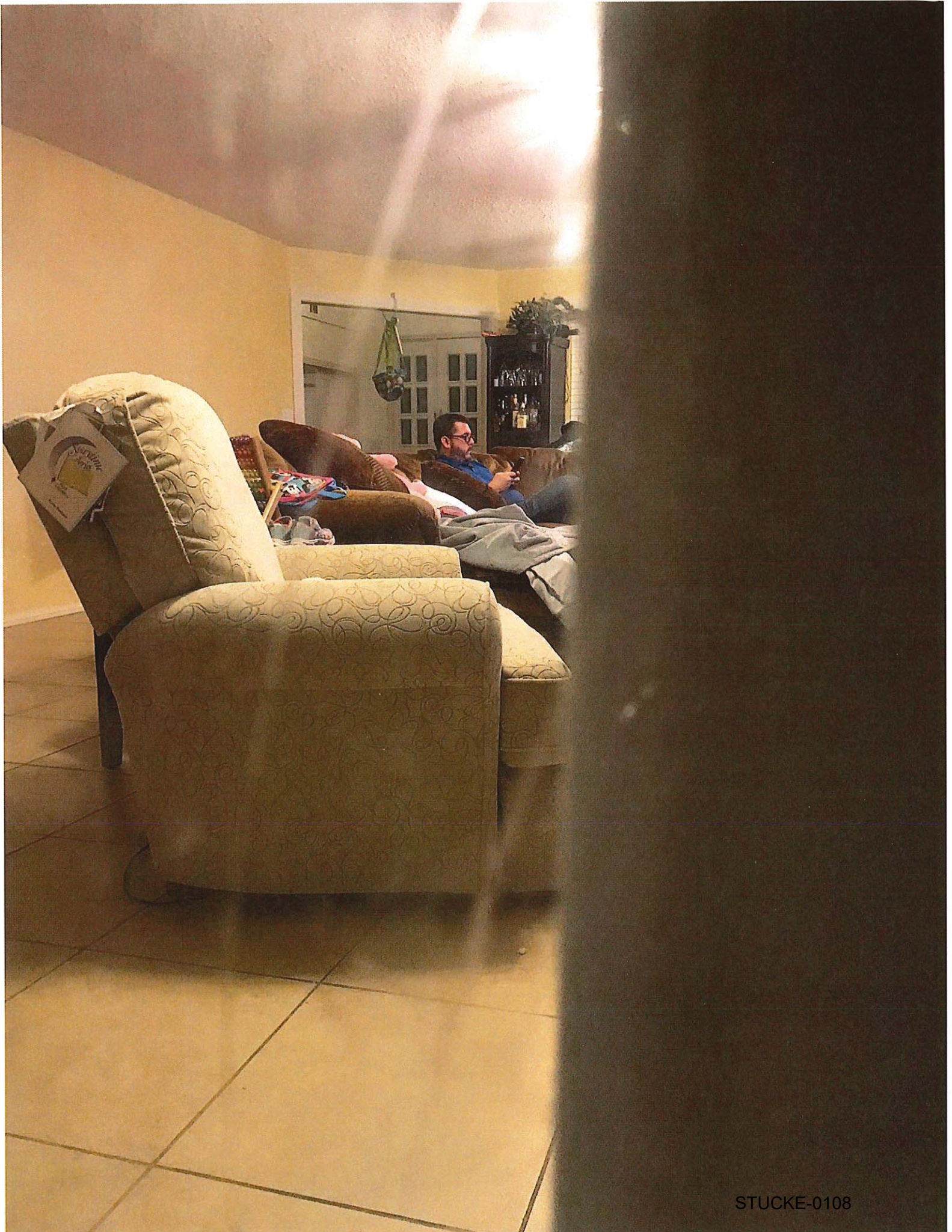
If you need anything that you
have forgotten I will certainly
help you get it to you not



EXHIBIT 21

EXHIBIT 21

EXHIBIT 21



STUCKE-0108

EXHIBIT 22

EXHIBIT 22

EXHIBIT 22

See Attached
Disk for
Audio/Video
Exhibit

EXHIBIT 23

EXHIBIT 23

EXHIBIT 23

Fix



It.

My Christmas

Wish that won't
Come true

Daddy

I am sorry

We are going through
a divorce. I love you
and tried everything to
stop this. I am sorry
you didn't want to
fix things and make
me your wife and
mother of your children
a priority.

Please know that your
actions and choices have
pushed things this way.

My heart is broken
and all I wish and
wanted for Christmas is
that we were a family
and would be cared
for. This divorce wasn't
happening I love you
Daddy.

We didn't know anyone
Lorie. Christmas is over.

Merry

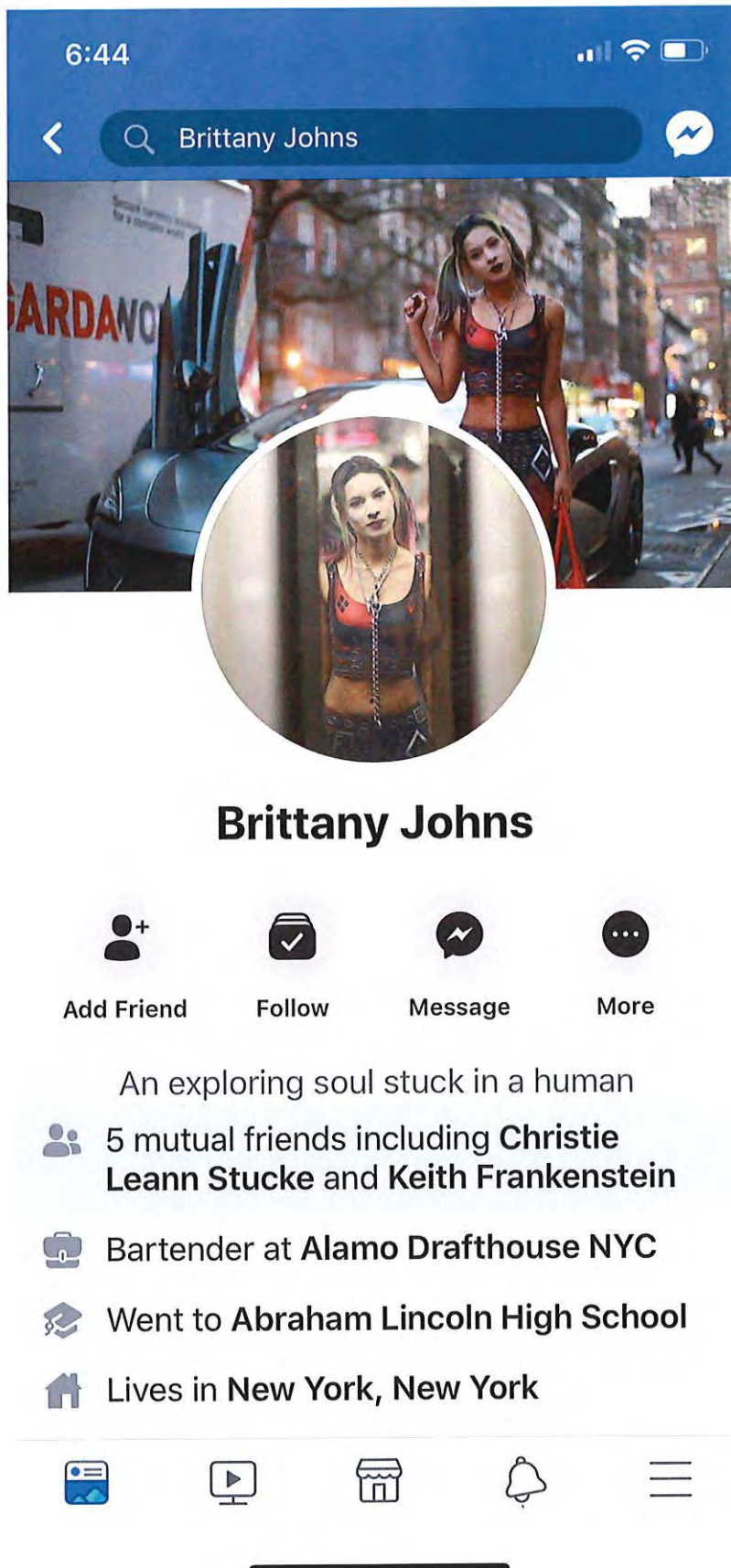
Christmas



EXHIBIT 24

EXHIBIT 24

EXHIBIT 24

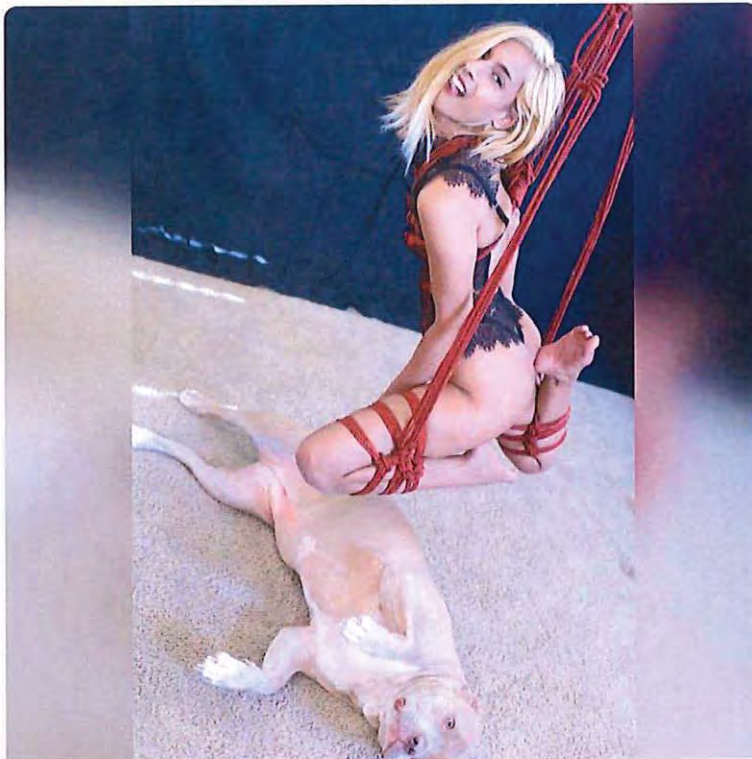


7:35



pictame.com

www.emptyvase.com



I Wish To Remain Nameless (

@brittbratt.pattywack)

Me and my bitch Tara, hanging out together! We're both total brats 💕💜😂

🕒 11:21am 01/14/2019 💬 15 ❤️ 232

EXHIBIT 25

EXHIBIT 25

EXHIBIT 25

Nov 19, 2018 at 7:04 PM to Christie

Bananas

Nov 20, 2018 at 8:48 AM from Christie

I wore that jacket at Sunday's party when I was outside.. otherwise I haven't been smoking except for those situations with either Jimmy and Megan which they can tell you and the party otherwise I don't smoke as I promised that I would only do it at parties or events or certain occasions

Nov 20, 2018 at 8:49 AM from Christie

I have been keeping my word on that I swear to you I have not been smoking at night or during the day or any other time

Nov 20, 2018 at 8:49 AM from Christie

If I have been I would totally tell you

Nov 20, 2018 at 8:49 AM to Christie

Just like you tell me about your gambling

Nov 20, 2018 at 8:50 AM from Christie

You and I do

Nov 20, 2018 at 8:50 AM from Christie

The only gambling I have done I have told you about

Nov 20, 2018 at 8:50 AM to Christie

You lie

Nov 20, 2018 at 8:50 AM from Christie

It has been with Jimmy and Megan and my grandmother at the cosmo

EXHIBIT 26

EXHIBIT 26

EXHIBIT 26

a part of even if we're divorced

I'm trying to do this the right way where me we might be able to actually be friends at the end of this and be in the same community.

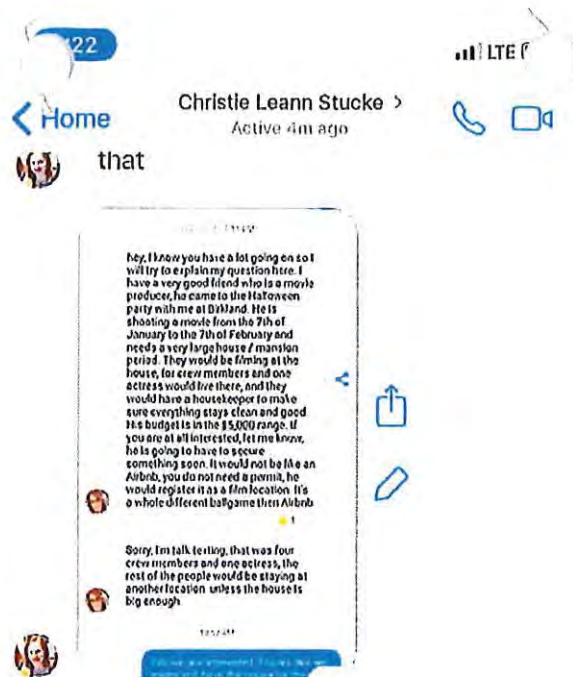


Your decisions to act fairly with me and things will make this process go much smoother



This is a petty thing to do and I am doing everything to try to make things fair from this end and to benefit us financially.... as it doesn't make sense to detriment us financially.. there's even a guy that Barbara is bringing on Friday night that wants to rent the place in January for \$5,000 for the month to do porn in the house which I'm sure you could use that money and we can certainly rent it for a month... so you





The attorney says I have every right to do this and be there anyways but I'm trying to do so with your knowledge and understanding between us to not cause problems.. I don't know why you can't seem to be an adult about this.. as clearly it benefits you financially.

Please confirm yes or no with



EXHIBIT 27

EXHIBIT 27

EXHIBIT 27

To Whom It May Concern,

I Georgette Stucke, stayed with my son David and Christie from the beginning of September until December 24th. Christie and David were trying to help me with my health problems and Christie was trying to talk me into staying with them until mid-October.

~~DEC~~ On December 12th, Christie had my son kicked out of his house accusing him of rape. Three days later, ~~October~~ 15th, Scott Phesant appeared in the house. They were getting ready to go out to an adult toy gift exchange party, Scott Phesant was downstairs with the baby while Christie was getting ready. Scott stayed overnight upstairs with Christie that night and was downstairs during breakfast when Christie told me that he was going to do Sarah's room. This has happened several times that I saw. December 16th Christie took Scott and the kids into the garage to go through the tools. There were a group of 4 or 5 of them outside with Christie (Scott included), when Christie was bragging about the house would be their new party spot. The garage will be the next party venue for the crossover group, and said something about a dungeon. Scott Phesant was also present when Christie had a locksmith come in and lock us into our bedroom. It around 1am, and Scott was one of Christie's witnesses when we told her not to open the door. She continued to have the locksmith put the lock on backwards to lock us in so we could only leave the house through the sliding glass door.

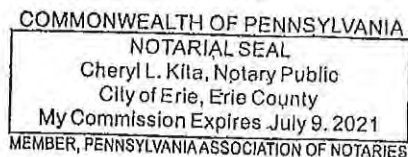
One time Christie and Scott were upstairs (The baby was sleeping), Sarah was taking a bath and Christie came downstairs to do something in the office. Sarah was alone upstairs with Scott being the only adult upstairs for about 20 minutes. I also caught Scott peeking under the blinds into my room from the back patio ducking down near the ground to see if I was inside my room since the blinds weren't all the way to the floor. Christie has said to me... "It's good for Sarah to have male role models around since Daddy isn't here" and to Sarah "He will be there for you now since Daddy is gone". Scott Phesant was in the house overnight, every night except for one night since his arrival at the house.

Sincerely,

Georgette Stucke

Georgette Stucke FEB 15 2019

Cheryl L. Kila



STUCKE-0123

EXHIBIT 28

EXHIBIT 28

EXHIBIT 28

UNITED STATES AIR FORCE COURT OF CRIMINAL APPEALS

UNITED STATES

v.

Staff Sergeant SCOTT K. PHEASANT, JR.
United States Air Force

ACM S32237

16 September 2015

Sentence adjudged 19 March 2014 by SPCM convened at Maxwell Air Force Base, Alabama. Military Judge: Ronald A. Gregory.

Approved Sentence: Bad-conduct discharge and forfeiture of \$500.00 pay per month for 12 months.

Appellate Counsel for the Appellant: Major Anthony D. Ortiz.

Appellate Counsel for the United States: Major Mary Ellen Payne and Gerald R. Bruce, Esquire.

Before

MITCHELL, TELLER, and BENNETT
Appellate Military Judges

OPINION OF THE COURT

This opinion is issued as an unpublished opinion and, as such, does not serve as precedent under AFCCA Rule of Practice and Procedure 18.4.

BENNETT, Judge:

At a special court-martial composed of officer members, the appellant was found guilty of one charge and two specifications of assault consummated by battery, in violation of Article 128, UCMJ, 10 U.S.C. § 928, and sentenced to a bad-conduct discharge, forfeiture of \$500.00 pay per month for 12 months, and hard labor without confinement for 3 months.¹ The convening authority approved the forfeiture of \$500.00 pay per month for 12 months and the bad-conduct discharge.

¹ The court-martial order incorrectly states that sentence was adjudged by officer and enlisted members. We order the promulgation of a corrected court-martial order.

On appeal, the appellant contends that (1) a victim impact statement submitted to the convening authority contained matter that was inappropriate for his consideration and the staff judge advocate (SJA) erred by not preventing the convening authority from considering it, (2) the SJA erred by not addressing the allegations of legal error contained in this victim impact statement, and (3) the evidence is both legally and factually insufficient to support his findings of guilt.² We disagree and affirm the findings and the sentence as adjudged.

Background

The appellant was convicted of two specifications that arose out of separate physical confrontations that he had with LP and KC. The appellant was acquitted of other specifications, including an alleged assault on LC, the child he shared with KC.

LP was the appellant's wife. During a confrontation with LP, the appellant picked up dog feces with his hand and shoved it in her face. Before he met and married LP, the appellant had a relationship with KC. During a confrontation with KC, the appellant struck her in the face. At the court-martial, the defense theory was that the appellant's actions against both women were legally justified as self-defense.

During the clemency phase, both LP and KC provided victim impact statements to the convening authority. LP, who was still the appellant's wife at the time, largely defended her husband and asked the convening authority to grant him clemency. KC, on the other hand, asked the convening authority to not grant clemency, arguing that the appellant had received only "a slap on the wrist." These victim impact statements were received by the accused and his trial defense counsel, and trial defense counsel submitted a response to these statements that the convening authority considered.

Additional facts necessary to resolve the assigned errors are included below.

Victim Impact Statements

The appellant's first and second issues concern KC's victim impact statement. Because they are closely related, we will consider these issues together.

Whether post-trial processing was completed properly is a question of law, which this court reviews de novo.³ *United States v. Sheffield*, 60 M.J. 591, 593 (A.F. Ct. Crim.

² The appellant raises the third issue pursuant to *United States v. Grostefon*, 12 M.J. 431 (C.M.A. 1982).

³ The government argues that we should employ a plain error standard of review because the appellant waived the argument that KC's victim impact statement violated Article 60, UCMJ, 10 U.S.C. § 860, by failing to object to the statement on those specific grounds. The government acknowledges that the appellant, in his second clemency submission, objected to KC's victim impact statement. However, the government argues that because the appellant did not specifically mention the National Defense Authorization Act (NDAA) for Fiscal Year 2014, Pub. L. No.

App. 2004) (citing *United States v. Kho*, 54 M.J. 63, 65 (C.A.A.F. 2000)). When reviewing post-trial errors, we recognize the convening authority is an appellant's "best hope for sentence relief." *United States v. Lee*, 50 M.J. 296, 297 (C.A.A.F. 1999) (quoting *United States v. Bono*, 26 M.J. 240, 243 n.3 (C.M.A. 1988)) (internal quotation marks omitted). The convening authority, not a court of criminal appeals, is empowered to grant clemency for equitable reasons. *United States v. Nerad*, 69 M.J. 138, 145 (C.A.A.F. 2010). "Because of the highly discretionary nature of the convening authority's action on the sentence, we will grant relief if an appellant presents 'some colorable showing of possible prejudice.'" *Kho*, 54 M.J. at 65 (quoting *United States v. Wheelus*, 49 M.J. 283, 289 (C.A.A.F. 1998)); see also *United States v. Scalo*, 60 M.J. 435, 436-37 (C.A.A.F. 2005).

Article 60, UCMJ, 10 U.S.C § 860, provides the statutory framework by which a convening authority takes action on the findings and sentence of a court-martial. It is during this post-trial process, also known as the clemency phase, that relief in the form of a set aside of findings or a sentence reduction may take place. In their clemency submissions to the convening authority, the appellant and his trial defense counsel asked the convening authority to set aside the findings and sentence in this case.

Article 60, UCMJ, was amended to include a new subsection (d) that authorized the submission of victim impact statements. See National Defense Authorization Act (NDAA) for Fiscal Year 2014, Pub. L. No. 113-66, § 1706, 127 Stat. 960-61 (2013).⁴ The appellant objects to some of the content in KC's victim impact statement because, in his opinion, it refers to matter that was not relevant either because it did not pertain to the offenses of which KC was a victim or because the information referred to offenses of which the appellant was found not guilty. In support of his argument, the appellant attempts to draw a link between the definition of "victim" provided by Article 60(d)(5), UCMJ and Rule for Courts-Martial (R.C.M.) 1001(b)(4), the rule governing aggravating evidence that trial counsel may present during the presentencing phase of a court-martial. Essentially, the appellant argues that the R.C.M. 1001(b)(4) requirement that aggravating evidence be "directly relat[ed] to or resulting from the offenses of which the accused has been found guilty" should apply as a limitation on what may be introduced through victim impact statements submitted to a convening authority after trial.

113-66, § 1706, 127 Stat. 960-61 (2013), or its amendments to Article 60, UCMJ, 10 U.S.C. § 860, that therefore the appellant has waived this argument on appeal. We disagree and adopt the de novo standard of review for this appeal.

⁴ The NDAA for Fiscal Year 2014 became law on 26 December 2013. The government, in its answer to the appellant's assignment of error, incorrectly argues that this amendment did not apply to the appellant because it was not effective at the time the appellant committed his assault against KC. However, the government cites a provision of the NDAA for Fiscal Year 2014 that provided effective dates for other amendments to Article 60, UCMJ. The government appears to refer to Section 1702(d), though they cite Section 1706, of the NDAA for Fiscal Year 2014. See Pub. L. No. 113-66, § 1702(d), 127 Stat. 958 (2013). Section 1706, the section that specifically addresses victim impact statements, does not contain a provision establishing an effective date, thus the amendment authorizing victims to submit impact statements was effective immediately upon the enactment of the legislation.

Article 60, UCMJ, does not address what may be included in a victim impact statement; it merely states,

In any case in which findings and sentence have been adjudged for an offense that involved a victim, the victim shall be provided an opportunity to submit matters for consideration by the convening authority or by another person authorized to act under this section before the convening authority or such other person takes action under this section.

Article 60(d)(1), UCMJ.

Article 60(d)(5), UCMJ contains a definition that describes *who* is permitted to provide a victim impact statement during the post-trial process. A “victim” is defined as “a person who has suffered a direct physical, emotional, or pecuniary loss as a result of a commission of an offense under this chapter (the Uniform Code of Military Justice).” KC qualifies as a victim under Article 60(d)(5), UCMJ, and the appellant does not object to the fact that she submitted a victim impact statement under this relatively new statutory provision.

R.C.M. 1001(b)(4), on the other hand, is a rule governing *what* may be presented in aggravation during the presentencing phase of a trial. During the presentencing proceedings, trial counsel

may present evidence as to any aggravating circumstances *directly relating to or resulting from the offenses of which the accused has been found guilty*. Evidence in aggravation includes, but is not limited to, evidence of financial, social, psychological, and medical impact on or cost to any person or entity who was the victim of an offense committed by the accused and evidence of significant adverse impact on the mission, discipline, or efficiency of the command directly and immediately resulting from the accused’s offense.

R.C.M. 1001(b)(4) (emphasis added).

The convening authority would have been free to consider KC’s victim impact statement even before Article 60, UCMJ, was amended. The addition of subsection (d)(5) did not open the aperture on what a convening authority could consider in clemency.⁵ Both the UCMJ and the R.C.M. already gave a convening authority broad

⁵ See Zachary D. Spilman, *Not Helping: How Congressional Tinkering Harms Victims During the Post-Trial Phase of a Court-Martial*, 114 COLUM. L. REV. SIDEBAR 70 (2014).

discretion to determine what to consider during the clemency process. *See* R.C.M. 1107(b).⁶

The appellant objects to some of the content of KC's victim impact statement. Specifically, he objects to references to his harming their child, her claim that she was prevented from testifying to the complete story, and implications that the appellant harmed others. However, these are just snippets of the statement that KC submitted. To put them into perspective, they must be viewed in the context of her entire statement.

It is true that KC made limited—almost off-hand—mention of the fact that she had trouble trusting others “when it concern[ed] [her] and [her] child’s safety” and implied that the appellant would have been convicted for his alleged assault on LC had she been able to testify without being made to feel like “it was [her] fault, or . . . like [she was] a liar.” Without identifying anyone in particular, KC also suggested that “others” were impacted by the appellant’s offenses. However, the substance of her victim impact statement was overwhelmingly about the impact the appellant’s actions had on her. Thus, taken as a whole, the content of her victim impact statement was appropriate under these circumstances. Moreover, the convening authority did not approve the appellant’s sentence to hard labor without confinement. Regardless of the reasons why, the appellant received clemency—the thing that KC so passionately argued against.

Action was taken in this case on 6 May 2014. At the time, Article 60(c)(1), UCMJ, stated “[t]he authority . . . to modify the findings and sentence of a court-martial is a matter of command prerogative involving the sole discretion of the convening authority.”⁷ Before taking action, a convening authority must consider the result of trial, staff judge advocate recommendation (SJAR), matters submitted by the accused under R.C.M. 1105 or, if applicable, matters submitted under R.C.M. 1106(f). R.C.M. 1107(b)(3)(A). Additionally, a convening authority may consider “[s]uch other matters as the convening authority deems appropriate. However, if the convening authority considers matters adverse to the accused from outside the record, with knowledge of which the accused is not chargeable, the accused shall be notified and given an opportunity to rebut.” R.C.M. 1107(b)(3)(B)(iii) (emphasis added).

“Congress gave the convening authority the important, quasi-judicial power to review the judgment and sentence of a court-martial.” *United States v. Cornwell*, 49 M.J. 491, 494 (C.A.A.F. 1998). An SJA may not provide a convening authority with

⁶ Also, when KC submitted her victim impact statement, both the Department of Defense and the Air Force had pre-existing regulations that expressly provided for the right of victims to submit statements to a convening authority prior to action. *See* Department of Defense Instruction (DODI) 1030.2, *Victim and Witness Assistance Procedures*, Enclosure 5 (4 June 2004); Air Force Instruction (AFI) 51-201, *Administration of Military Justice*, ¶ 9.9 (6 June 2013).

⁷ Section 1702(b) of the NDAA for Fiscal Year 2014 eliminated the unlimited prerogative and discretion of commanders taking action on the findings and sentence of a court-martial. Pursuant to Section 1702(d) of the NDAA for Fiscal Year 2014, these changes took effect on 24 June 2014 and applied to offenses committed on or after that date. Thus, these changes have no bearing on the issues before this court in the case at bar.

information known to be unreliable or misleading. *United States v. Mann*, 22 M.J. 279, 280 n.2 (C.M.A. 1986). Therefore, SJAs and their staff should remain vigilant, particularly when reviewing materials submitted by victims who may still be emotional and justifiably nonobjective. Victims may not understand the issues that can be created when the post-trial process goes awry. Thus, a prudent SJA may decide it is necessary to supplement the advice contained in an SJAR, depending on the content of a victim impact statement, or take other action to prevent an accused from being unfairly prejudiced during the clemency phase.

However, in the case at bar, the SJA did not err in providing KC's complete victim impact statement to the convening authority. There is no reason to question the reliability of the information that KC presented, nor was it misleading. In accordance with R.C.M. 1107(b)(3)(B)(iii), the appellant and his trial defense counsel were served with copies of KC's statement, and the trial defense counsel responded with a full-throated rebuttal.

Based on his reading of R.C.M. 1106(d)(4), the appellant argues, in the alternative, that the SJA was required to address KC's and trial defense counsel's allegations as legal error.⁸ Under R.C.M. 1106(d)(4), an SJA is obligated to

state whether, in the staff judge advocate's opinion, corrective action on the findings or sentence should be taken when an allegation of legal error is raised in matters submitted under R.C.M. 1105 or when otherwise deemed appropriate by the staff judge advocate. The response may consist of a statement of agreement or disagreement with the matter raised by the accused. An analysis or rationale for the staff judge advocate's statement, if any, concerning legal error is not required.

R.C.M. 1105 is the rule that governs what may be submitted by an accused for a convening authority's consideration prior to taking action on the accused's findings or sentence. These submissions are not subject to Military Rules of Evidence and may include "[a]llegations of errors affecting the legality of the findings or sentence." R.C.M. 1105(b)(2)(A). In the case at bar, the SJA was not obligated to respond to any claim of legal error that KC may have made as her submission was not made pursuant to R.C.M. 1105.

Moreover, we find that trial defense counsel did not raise legal error within the meaning of R.C.M. 1105(b)(2)(A). The thrust of both of the appellant's petitions for clemency was that he acted in self-defense and KC lacked credibility. Leaving it up to the convening authority to reconsider his self-defense claim and weigh KC's credibility,

⁸ This is the appellant's second of three issues.

trial defense counsel made fact-based arguments; at no point did he argue that there was a legal error. The SJA was not required to respond to legal error where none was asserted.⁹

Prior to taking action, pursuant R.C.M. 1107(b)(3)(B)(iii), the convening authority was free to consider whatever matter he deemed appropriate. In accordance with this governing R.C.M., the appellant was given notice of the material the convening authority had for consideration and an opportunity to rebut, which appellant's trial defense counsel did. We find that KC's victim impact statement is almost entirely about the impact of the appellant's crime on her and that, under the circumstances of this case, it was appropriate for the convening authority to consider this statement in its entirety. Thus, the SJA did not err by presenting KC's victim impact statement, in its entirety, to the convening authority. Furthermore, we find that neither KC's nor the trial defense counsel's post trial submissions alleged legal error requiring a response by the SJA.

*Factual and Legal Sufficiency*¹⁰

On appeal, the appellant argues that his convictions are legally and factually insufficient because the evidence shows that he acted in self-defense and that there was "possible collusion" between LP and KC. We review issues of factual and legal sufficiency de novo. Article 66(c), UCMJ, 10 U.S.C. § 866(c); *United States v. Washington*, 57 M.J. 394, 399 (C.A.A.F. 2002).

"The test for legal sufficiency of the evidence is 'whether, considering the evidence in the light most favorable to the prosecution, a reasonable factfinder could have found all the essential elements beyond a reasonable doubt.'" *United States v. Humpherys*, 57 M.J. 83, 94 (C.A.A.F. 2002) (quoting *United States v. Turner*, 25 M.J. 324 (C.M.A. 1987)). "[I]n resolving questions of legal sufficiency, we are bound to draw every reasonable inference from the evidence of record in favor of the prosecution." *United States v. Barner*, 56 M.J. 131, 134 (C.A.A.F. 2001).

The test for factual sufficiency is "whether, after weighing the evidence in the record of trial and making allowances for not having personally observed the witnesses, [we are] convinced of the accused's guilt beyond a reasonable doubt." *Turner*, 25 M.J. at 325. In conducting this unique appellate role, we take "a fresh, impartial look at the evidence," applying "neither a presumption of innocence nor a presumption of guilt" to "make [our] own independent determination as to whether the evidence constitutes proof of each required element beyond a reasonable doubt." *Washington*, 57 M.J. at 399.

When police officers arrived at appellant's home on the day that he assaulted his wife with dog feces, they found broken furniture and LP crying with injuries to her lower lip and chest. When they questioned the appellant, he admitted that he put dog feces in

⁹ The staff judge advocate (SJA) did comply with his requirement to state whether corrective action was required, by stating that none was required. See R.C.M. 1106(d)(4).

¹⁰ Appellant raises this issue pursuant to *United States v. Grostefon*, 12 M.J. 431 (C.M.A. 1982).

LP's mouth during a physical struggle that ensued after he pursued LP into a bedroom. The appellant also admitted that he shoved his wife and smeared dog feces on her face when he met with a family advocacy counselor at Maxwell Air Force Base, Alabama. He told her that they had a physical altercation and that LP scratched him. *Id.* KC testified that the appellant punched her in the face as she reached into his car to get a lighter out of his glove compartment. The two had been arguing, but it was not particularly heated. After he punched KC, the appellant apologized to her. There was evidence that the appellant kept a knife in his glove compartment and that KC knew it was there. The appellant expressed to KC that he feared for his life because she was reaching for his glove compartment. It is not clear whether appellant expressed this concern before or after he punched KC in the face.

In closing, trial defense counsel argued that the appellant acted in self-defense when he shoved dog feces in LP's face and punched KC in the face. Trial defense counsel also vigorously attacked KC's credibility as a witness during argument on findings.

We have reviewed the record of trial, paying particular attention to the evidence and reasonable inferences that can be drawn therefrom, including testimony from all the witnesses. In viewing the evidence in the light most favorable to the government, we conclude that a rational factfinder could have found beyond a reasonable doubt that the appellant was not acting in self-defense and did commit the offenses he was charged with. Having reviewed the entire record and making allowances for not personally observing the witnesses, we ourselves are convinced that the appellant was not acting in self-defense and is guilty beyond a reasonable doubt.

Conclusion

The approved findings and sentence are correct in law and fact, and no error materially prejudicial to the substantial rights of the appellant occurred. Articles 59(a) and 66(c), UCMJ, 10 U.S.C. §§ 859(a), 866(c). Accordingly, the approved findings and sentence are **AFFIRMED**.



FOR THE COURT

A handwritten signature in dark ink, appearing to read "S. Lucas", is written over the printed name.

STEVEN LUCAS
Clerk of the Court

EXHIBIT 29

EXHIBIT 29

EXHIBIT 29

11:26

LTE



Scott Pheasant



Scott Pheasant shared a post.

Thursday at 1:14 PM · 🌐



The Fathers' Rights Movement

Wednesday at 11:30 PM · 🌐



If I was trusted
enough to do this
👉, why am I not
trusted by the
courts to be
involved with my
children?



EXHIBIT 30

EXHIBIT 30

EXHIBIT 30

48°

4G 78% 11:33 PM

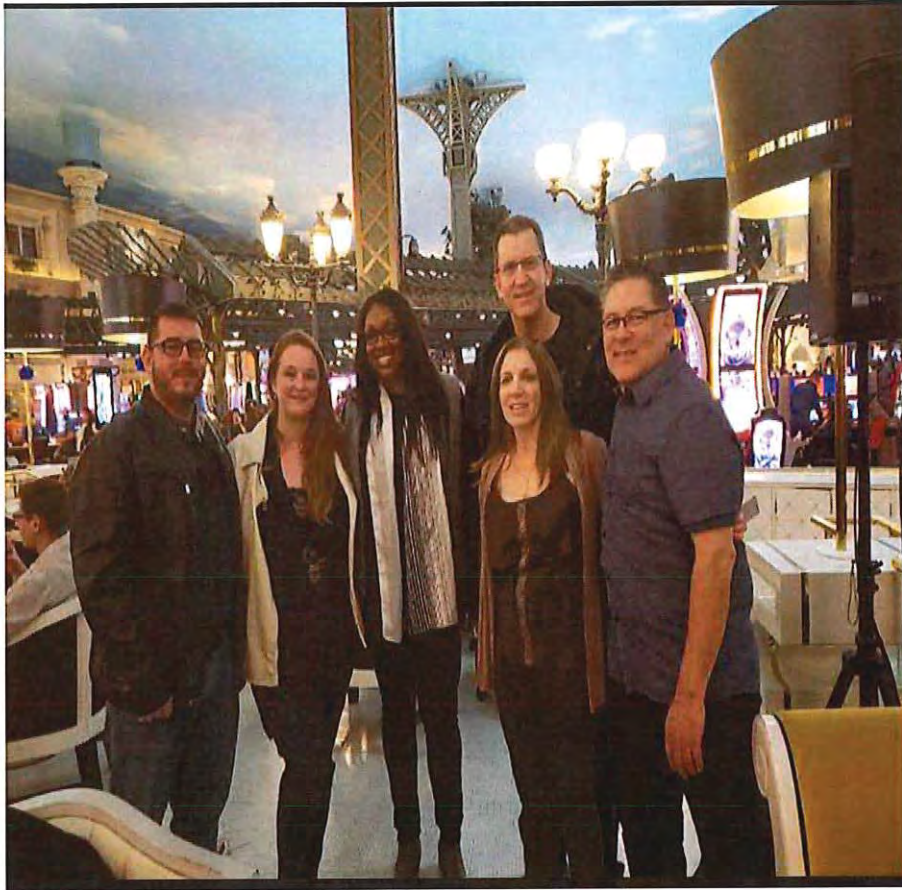


and 3 others.



Write a comment...





 **Christie Leann Stucke**
January 12 · 🌐

3

👍 Like

💬 Comment

↗ Share



Write a comment...

😊 📷 📺 📺

EXHIBIT 31

EXHIBIT 31

EXHIBIT 31

you don't realize how poorly you've been treated in the past until someone comes along & treats you the way you should be treated.

Daily Quotes
January 26 at 7:00 AM ·

Like Page

3



Scott Pheasant shared a post.
January 27 at 3:47 PM ·

Sleeping next to someone you love
makes you fall asleep faster,
reduces depression, and helps you
live longer.

Word Porn

Word Porn
January 27 at 1:30 PM ·

Like Page

1



Scott Pheasant shared a post.
January 26 at 1:37 PM ·



Joe Small



Denise Keaton



Darrell Clulow



Stephanie Worpell-Stolz



Frances Enid Pérez...



Michael P. Carman



Les Schneider



Rich Cortez



Michelle Hauser



Peter James



Jason Stoffel



Troy Heard



Tony Mathis



Liza Gripenrog



Courtney Goldsmith L...

GROUP CONVERSATIONS



Becky, Shawn, Allison



JoAnn, Kelly, Leea, 7...

MORE CONTACTS (6)

Search

EXHIBIT 32

EXHIBIT 32

EXHIBIT 32



Atomic Radiology, Inc.

Tele-Radiology Reading Services and Solutions

People



Founder-President and CEO

David Stucke, PhD. An entrepreneur owning several technology/ consulting companies PhD in Physics from Penn State University, a M.S. from Iowa

State ,and a B.S. in Physics from Carnegie Melon University. I used to teach Physics and variety of Computer Classes at UNLV and Bucknell University. I am a expert in physics, computer simulations, programming, game design, game mathematics and curling on the ice!



Medical Director – [CV Download](#)

Ranjiv Saini, MD, Licensed across the country. Dr. Saini has been a radiologist for over 30 years. Dr. Saini has and BS in Physics and Zoology from George Washington University, MS in Electrical Engineering. Dr Saini recieved his MD from the Univiersity of Maryland School of Medicine. He did his residency at Tufts Medical Center, and received a fellowship at Georgetown University Hospital in Neuroradiology.

Atomic Radiology Staff are all seasoned experts each with over 15 years+ specifically in Radiology.

Atomic Radiology, Inc. / Proudly powered by WordPress

10:01 AM

02/12/19

Accrual Basis

Atomic Radiology, Inc.
Profit & Loss
January through December 2017

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
Fee for Service Income	146,246.00
Total Income	146,246.00
Expense	
Advertising and Promotion	240.14
Bank Service Charges	137.50
Business Licenses and Permits	2,055.00
Insurance Expense	1,486.56
Office Supplies	1,143.91
Professional Fees	15,199.00
Rent Expense	1,032.00
Telephone Expense	90.00
Travel Expense	223.62
Total Expense	21,607.73
Net Ordinary Income	124,638.27
Net Income	<u>124,638.27</u>

EXHIBIT 33

EXHIBIT 33

EXHIBIT 33

10:10 AM

02/12/19

Accrual Basis

PCCG, Inc.
Profit & Loss
January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
4000 Direct Sales	
4010 RIS	63,488.30
4000 Direct Sales - Other	-22,500.00
Total 4000 Direct Sales	40,988.30
4100 Reseller Sales	
4110 RIS	17,500.00
Total 4100 Reseller Sales	17,500.00
4200 Direct Service & Support	33,423.00
4300 Reseller Service & Support	
4310 RIS	4,800.00
Total 4300 Reseller Service & Support	4,800.00
Other Expenses	2,154.43
4000 - Sales	
PACS	-15,500.00
RIS	72,973.25
4000 - Sales - Other	15,594.00
Total 4000 - Sales	73,067.25
Total Income	171,932.98
Gross Profit	171,932.98
Net Ordinary Income	171,932.98
Other Income/Expense	
Other Income	
7010 - Interest Income	42.91
Total Other Income	42.91
Net Other Income	42.91
Net Income	171,975.89

10:01 AM

02/12/19

Accrual Basis

Atomic Radiology, Inc.
Profit & Loss
January through December 2017

	TOTAL
Ordinary Income/Expense	
Income	
Fee for Service Income	146,246.00
Total Income	146,246.00
Expense	
Advertising and Promotion	240.14
Bank Service Charges	137.50
Business Licenses and Permits	2,055.00
Insurance Expense	1,486.56
Office Supplies	1,143.91
Professional Fees	15,199.00
Rent Expense	1,032.00
Telephone Expense	90.00
Travel Expense	223.62
Total Expense	21,607.73
Net Ordinary Income	124,638.27
Net Income	124,638.27

EXHIBIT 34

EXHIBIT 34

EXHIBIT 34

Done

1 of 10

i dont care u can gamble all
your money i dont care

I know I'm a good lover a
good wife a hard worker I
make very good money I
make more than your son
does by the way and if I want
to go spend a hundred or
\$200 at a casino I am a
grown-ass woman and I take
care of my shit

I know you don't care about
me you don't care about your
grandkids and you don't care
about your damn son cuz if
you did you tell him to get his
head out of his ass and save
his marriage and the one
woman who was probably
the best woman he will ever
meet in his life that loves him
to death



well he had to pay your taxes
last yr



EXHIBIT 35

EXHIBIT 35

EXHIBIT 35



EMPLOYEE TERMINATION FORM

Today's Date: 1/31/2019 Department: 08 - Game Studio Location: Remote
Name of Employee: David P. Stucke EE ID: 120
Current Job Title: Game Mathematician

TYPE OF SEPARATION:

☐ Voluntary ☐ Discharge ☐ Layoff ☐ Failed to Return From Leave ☐ Retirement
☒ Other: Reduction in Force

Effective Date: 1/31/2019 Last Day Worked: 1/31/2019

REASON FOR SEPARATION:

☐ Performance ☐ Attendance ☐ Conduct ☐ Personal ☒ Other: Reduction in Force

FINAL EMPLOYEE EVALUATION:

☒ Exit Form ☐ Exit Interview Form

COMPANY PROPERTY RETURNED: ☒ Yes ☐ No

ELIGIBLE FOR REHIRE: ☒ Yes ☐ No

ADDITIONAL COMMENTS:

Final paycheck and separation package hand-delivered to employee.

David P. Stucke
Employee Signature Date

[Signature]
Manager/Supervisor Signature 1/31/19
Date

[Signature]
Payroll/Human Resources 1/31/19
Date

EXHIBIT 36

EXHIBIT 36

EXHIBIT 36

EXHIBIT B

ADEA DISCLOSURE
(TITLE 29 U.S. CODE SECTION 626(f)(1)(H))

Confidentiality Provision: *The information contained in this document is private and confidential. You may not disclose this information to anyone except your professional advisors.*

1. **Employees in the following departments were selected for the termination program:**

Compliance	Marketing
Software (Engineering)	Publishing
Finance & Accounting	Intellectual Property
Game Studio	Tech Pubs

2. Employees whose employment is being terminated on **January 31, 2019** are eligible to participate in the termination program and receive severance if the employee signs the agreement presented.
3. You and all others receiving this disclosure will have forty-five (45) days from the date you receive it to review the terms and conditions of the severance package and to decide whether to accept the package.
4. The factors the Company used to determine which job positions would be eliminated pursuant to the reorganization were: *necessity of maintaining the position; cost/expense of maintaining position; cost/necessity of positions relative to Company's project schedule and position skill sets.*

Employees Eligible for the Termination Program	
Title	Age
Licensing Specialist	36
Software Engineer, Game Integration	30
Quality Assurance Floor Lead	40
Software Development Manager	49, 59
Project Manager	44
Software Engineer II	38
Senior Software Engineer	45
Director of Finance	33
Senior Financial Analyst	30
Senior Game Designer	46
Software Engineer	25
Senior Producer	51
Senior Game and Concept Artist	36
Game Mathematician	44
Intellectual Property Secretary	60
Intellectual Property Associate I	34
Senior Technical Writer	63
Marketing Specialist	26
Producer, Publishing Operations	37
Associate Product Manager	24
Director of Publishing	40

Employee Not Eligible for the Termination Program	
Title	Age
Director of Compliance	48
Chief Technology Officer	57
DevOps Engineer	25
Director of Information Security	34
Full Stack Developer	47
Senior Software Engineer (engineering)	31, 48
Software Development Manager	40
Software Engineer (engineering)	37
Software Engineer II (engineering)	24, 27, 51
President and Chief Executive Officer	56
Chief Financial Officer	43
V.P. of Accounting	45
Chief Creative Officer	45
Game Mathematician	53
Producer, Game Studio	31
Senior Game and Concept Artist	48
Senior Software Engineer (game studio)	25, 29, 36
Senior Technical Artist	35
Software Engineer (game studio)	32
Administrative Assistant	28
Director of Human Resources	34
Chief Intellectual Property Counsel	59
Director of IT Operations	32
Help Desk Associate	24
Senior IT Operations Engineer	32
Account Executive	32
Account Manager	40
V.P. of Regulated Markets Business Development	48
Chief Marketing Officer	37
Marketing & Events Specialist	28
Associate Producer, Publishing Operations	28
Marketing & Business Development Manager	29
Producer, Publishing Operations	34
Field Technician I	30
Field Technician II	28, 43
Technical Services Manager	36
Director of QA & Game Project Management	41
Production Coordinator	35
Quality Assurance Floor Lead	28, 30
Quality Assurance Tester II	33, 35, 36
Senior Game Tester	47

EXHIBIT 37

EXHIBIT 37

EXHIBIT 37

January 31, 2019

David P. Stucke
7211 Birkland Court
Las Vegas, NV 89117

Re: Separation Agreement

Dear David:

As you have been informed, Gambelit Gaming, LLC (the "*Company*") is eliminating your job position. This separation agreement (the "*Agreement*") summarizes the terms of your separation from the Company and sets forth the severance benefits being offered to you to help in this transition.

1. EMPLOYMENT STATUS AND FINAL PAYMENTS.

(a) **Separation Date.** Your last day of work with the Company and your employment termination date will be January 31, 2019 (the "*Separation Date*").

(b) **Accrued Salary and Vacation.** On the Separation Date, the Company will pay you all accrued salary, and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. You are entitled to these payments even if you do not sign this Agreement.

(c) **Expense Reimbursements.** You agree that, within seven (7) days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

2. SEVERANCE BENEFITS. Although the Company has no plan, policy or agreement that requires it to offer severance benefits, if you timely sign, date and return this fully executed Agreement to the Company and allow the release herein to become effective, then the Company will provide you with the following severance benefits:

(a) **Cash Payment.** The Company will pay you cash severance in the amount of \$4,903.66, which is the equivalent of 3 weeks of your current base salary (the "*Severance Payment*"). The Severance Payment will be paid to you in a lump sum, less applicable payroll deductions and withholdings, within ten (10) business days after the Effective Date (as defined in paragraph 11).

(b) **COBRA Premiums.** To the extent provided by COBRA, you will be eligible to continue your group health insurance benefits at your own expense. If you timely elect continued coverage under COBRA for you and your covered dependents (if any) following the Separation Date, then as an additional severance benefit, the Company shall pay the COBRA

premiums necessary to continue such health insurance coverage until the earliest of (i) February 28, 2019, (ii) the expiration of your eligibility for continuation coverage under COBRA, or (iii) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment (the "**COBRA Payment Period**"). Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation any statute or regulation, then in lieu of providing the COBRA premiums, the Company will instead pay you on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the Company's share of the COBRA premiums for that month, which you may (but are not obligated to) use towards your COBRA premiums.

3. Intentionally omitted.

4. **OTHER COMPENSATION OR BENEFITS.** You acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company any additional compensation, severance, or benefits before or after the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account). By way of example but not limitation, you acknowledge that you have not earned and are not owed any unpaid bonus, incentive compensation, commissions, stock or equity interests.

5. **RETURN OF COMPANY PROPERTY.** You agree to return to the Company, no later than the Separation Date, all Company documents (and all copies thereof, in whole or in part) and other Company property in your possession or control, including, but not limited to: (a) all Company files, computer files and any and all other computer-recorded and electronically-recorded information; (b) all notes, correspondence, email, memoranda, notebooks (including laboratory notebooks), drawings, sketches, blueprints, flow charts, records, reports, studies, analyses, plans, forecasts, compilations of data, agreements, proposals, joint ventures, financial and operational information, legal files and information, information regarding suppliers, research and development information, sales and marketing information and contact lists, personnel information, contact directories or information, and specifications, code, software, databases, computer related information (including but not limited to computer files and email); (c) all tangible property and equipment (including, but not limited to, devices, cellular telephones, facsimile machines, mobile telephones, servers, product samples, sales stock, computer equipment of any kind, and related materials), credit cards, entry cards, identification badges, and keys; and (d) any materials of any kind that contain or embody any proprietary or confidential information of the Company and its affiliated entities (and all reproductions thereof in whole or in part). You further agree to make a diligent search to locate any such documents, property and information. In addition, if you have used any personally owned computer, server, or e-mail system to receive, store, review, prepare or transmit any Company confidential or proprietary data, materials or information, then you agree to provide the Company, within seven (7) days after the Separation Date, with a computer-useable copy of all such information and then permanently delete and expunge all such Company confidential or proprietary information from those systems without retaining any copy or reproduction of it in any form, in whole or in part. You further agree to provide the Company access to your personal system, as requested, to verify that the required copying and/or deletion is completed. **Your timely and full compliance**

with this Section 5 is a precondition to your receipt of the severance benefits set forth herein.

6. **PROPRIETARY INFORMATION OBLIGATIONS.** You hereby reaffirm your obligation to comply with the Confidential, Nonsolicitation and Intellectual Property Agreement (the "*Confidentiality Agreement*," attached as Exhibit A) you signed as a condition of employment.

7. **NONDISPARAGEMENT.** Effective as of the Separation Date, you agree not to disparage the Company, or the Company's officers, directors, employees, shareholders, parents, subsidiaries, affiliates and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation; provided that you will respond accurately and fully to any request for information if required by legal process or in connection with a government investigation. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures that are protected under the whistleblower provisions of federal or state law or regulation.

8. **NO ADMISSIONS.** Nothing contained in this Agreement shall be construed as an admission by you or the Company of any liability, obligation, wrongdoing or violation of law.

9. **CONFIDENTIALITY.** You agree to hold the provisions of this Agreement in strict confidence and not to publicize or disclose such terms in any manner whatsoever; *provided, however,* that: (a) you may disclose this Agreement in confidence to your immediate family, attorneys, accountants, tax preparers, and financial advisors; and (b) you may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, you agree not to disclose the existence or terms of this Agreement to any current or former Company employee, contractor or consultant.

10. **RELEASE OF CLAIMS.**

(a) **General Release.** In exchange for the consideration under this Agreement to which you would not otherwise be entitled, you hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the "*Released Parties*") of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date that you sign this Agreement (collectively, the "*Released Claims*").

(b) **Scope of Release.** The Released Claims include, but are not limited to: (i) all claims arising out of or in any way related to your employment with the Company, or the termination of that employment; (ii) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all federal,

state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act of 1990, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, the California Family Rights Act, and the Age Discrimination in Employment Act ("**ADEA**").

(c) **Excluded Claims.** Notwithstanding the foregoing, the following are not included in the Released Claims (the "**Excluded Claims**"): (i) any rights or claims for indemnification you may have pursuant to any written indemnification agreement with the Company to which you are a party, the articles and bylaws of the Company, or under applicable law; (ii) any rights which are not waivable as a matter of law; or (iii) any rights you have under this Agreement.

(d) **Protected Rights.** You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the California Department of Fair Employment and Housing, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement.

11. ADEA WAIVER. You hereby acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, and that the consideration given for the waiver and release you have given in this Agreement is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing, as required by the ADEA, that: (a) your waiver and release do not apply to any rights or claims that may arise after the date you sign this Agreement; (b) you should consult with an attorney prior to signing this Agreement (although you may voluntarily decide not to do so); (c) you have forty-five (45) days to consider this Agreement (although you may choose voluntarily to sign this Agreement sooner); (d) you have seven (7) days following the date you sign this Agreement to revoke this Agreement (in a written revocation sent to and received by the Company); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after you sign this Agreement (the "**Effective Date**").

12. DISCLOSURE UNDER ADEA, 29 U.S.C. § 626(f)(1)(H). You hereby acknowledge that the Company has provided you with the ADEA Disclosure information (under Title 29 U.S. Code Section 626(f)(1)(H)), attached as Exhibit B to this Agreement.

13. **SECTION 1542 WAIVER.** In giving the releases herein, which includes claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

You hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to your release of claims herein, including but not limited to your release of unknown claims.

14. **REPRESENTATIONS.** You hereby represent that you have been paid all compensation owed and for all hours worked; have received all the leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and have not suffered any on-the-job injury for which you have not already filed a workers' compensation claim.

15. **MISCELLANEOUS.** This Agreement, including the Exhibits, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of California without regard to conflict of laws principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement must be in writing to be effective and shall not be deemed to be a waiver of any successive or other breach. This Agreement may be executed in counterparts and facsimile signatures will suffice as original signatures.

If this Agreement is acceptable to you, please sign and date it where noted below, and return the fully-executed Agreement to me within forty-five (45) calendar days of the date you receive it. The Company's severance offer will automatically lapse and expire if we do not receive the fully-executed Agreement back from you within that timeframe.

We wish you the best in your future endeavors.

Sincerely,



By: _____
Eric J. Meyerhofer
Chief Executive Officer

Exhibit A – Confidentiality Agreement
Exhibit B – ADEA Disclosure

I HAVE READ, UNDERSTAND AND AGREE FULLY TO THE FOREGOING AGREEMENT:


DAVID P. STUCKE


Date

EXHIBIT 38

EXHIBIT 38

EXHIBIT 38

9:34



< Inbox

7 Messages
Single Line



 **Ben Dodds**

12/3/18



 To: David Stucke

[Details](#)

Hi David,

I will discuss a bit more with Daniel and come back to you.

Regards your deliverables in general. We are quite far ahead in terms of math models. I think the one line game is probably the last one we need in the short term. We would like to maintain our relationship though. What are your thoughts if you stay on retainer for \$1000, but we build up hours that we can utilise when we need a new model?

Best Regards,
Ben

D-Tech International Ltd
Tel: +852 3958 7743
Mob: +44 7865 023 059
Web: www.dtechint.com



D-Tech International Limited, Suite 507, 336 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong.
Tel:(852) 39587743 / (852) 6105 8964

CONFIDENTIALITY NOTICE: This message may contain



EXHIBIT 39

EXHIBIT 39

EXHIBIT 39

TakosLawGroup^{Ltd.}

VIA U.S. MAIL AND FACSIMILE (702.384.9668)

February 14, 2019

Brian J. Steinberg, Esq.
Steinberg Law Group
4270 S. Decatur Boulevard, Suite B10
Las Vegas, NV 89103

Re: 7211 Birkland Court, Las Vegas, NV 89117;
David P. Stucke v. Christie L. Stucke; Case No. D-18-580621-D

Dear Mr. Steinberg:

Please be advised that this office represents Jonathan Morrell in connection with the property located at 7211 Birkland Court, Las Vegas, NV 89117 (the "Property"). Please direct any and all communications regarding this matter to the undersigned.

My client and Mr. David Stucke are the only members of JD Investments, LLC (the "Company"), which owns the Property. As I believe you are aware, Mr. Morrell recently entered into a Residential Purchase Agreement on behalf of the Company to sell the Property. Only after signing the Residential Purchase Agreement was my client informed that First American Title Insurance Company erroneously titled the Property in his name and Mr. Stucke as a "married man" when these gentlemen first purchased the Property. This recording was clearly in error as the Vesting Instructions to First American Title Insurance Company—which were signed by your client, Christie Stucke—clearly instructed title to vest the Property to Mr. Stucke as "A Married Man as his Sole and Separate Property." Nevertheless, because of the way the Property was vested, the current sale of the Property cannot move forward unless your client signs a Grant, Bargain, Sale Deed, granting the Property to Mr. Stucke as his sole and separate property, thereby allowing the Company to sell the Property.

It is my understanding that counsel for Mr. Stucke already requested that your client sign a deed to this effect, but that you had asked for more information regarding the sale. It is also my understanding that your client is willing to sign a deed so as not to lose the current sale. I am eager to work with you in this regard. Accordingly, enclosed

please find copies of (1) the original operating agreement for the Company, (2) the Residential Purchase Agreement for the current sale and Addendum No. 1, (3) the ALTA Settlement Statement, and (4) the Grant, Bargain, Sale Deed and other documents to be executed by your client. Included in this letter is our best estimate of the distribution of the proceeds of the sale.

With regard to the distribution of the proceeds of the sale, please note that the enclosed ATLA Settlement Statement is only an *estimate*, and that the final numbers are subject to change. In addition, there may be other costs and fees associated with the sale (i.e., taxes) that will affect the final distribution. That being said, we've provided you with the anticipated distribution based on the numbers currently in our possession.

As you will note in the operating agreement, although Mr. Morrell and Mr. Stucke each own 50% of the Company, the agreement specifically carves out ownership interest in the Property proportionate to the amount of investment each member contributed to the purchase of the Property. As Mr. Morrell invested \$585,889.13 to purchase the property and Mr. Stucke invested \$25,000, Mr. Morrell owns 96% of the Company's interest in the Property, while Mr. Stucke owns the remaining 4%. Mr. Morrell and Mr. Stucke also agreed to split any gains from the sale of the Property 50/50, after each party recouped his initial investment.

The operating agreement also contemplated each party placing their initial investment of 4% per party into the Company, and later an additional 6% per party into the Company, to bring the total ownership interest of the Company in the Property to 20%. However, these infusions of interest never occurred, and a recalculation of equity never took place. Accordingly, upon the sale of the Property, Mr. Morrell will recuperate his initial investment, Mr. Stucke will recuperate his initial investment, and Mr. Morrell and Mr. Stucke will share in the profit, 50/50, subject to the previously-mentioned unknown costs, as well as the adjustments explained below.

The first adjustment relates to Mr. Morrell's financing of the Property. Because Mr. Morrell financed the bulk of the purchase of the Property, the Company agreed to pay Mr. Morrell monthly mortgage payments of principal and interest at a rate of 5.5% on a 30-year repayment schedule beginning on May 13, 2018. None of the mortgage payments were ever paid. In response to Mr. Morrell's requests for payment, Mr. Stucke agreed that the payments would be caught up upon the sale of the Property. Therefore, the total mortgage payments (which currently total \$31,917.60) will be paid to Mr. Morrell from the proceeds of the sale, with the principal being credited toward

his initial investment and the interest being charged to the Company per the agreement.

The second adjustment relates to the rental proceeds from the Property. The operating agreement states that Mr. Morrell is to be paid 42.5% of the rental proceeds from the Property. However, Mr. Morrell never received his share of the rental proceeds which, to date, equals \$17,892.34. This amount will also be paid to Mr. Morrell out of the profits from the sale of the Property, and prior to the equity distribution among the members.

Based on the foregoing, and subject to the caveats and qualifications regarding final amounts received from the sale and unknown costs, Mr. Morrell anticipates the proceeds of the sale to be distributed (roughly) as follows:

Amount due to seller (per ATLA Settlement Statement):	\$682,746.77
To Mr. Morrell (initial investment):	-\$585,889.13
To Mr. Stucke (initial investment):	-\$25,000.00
To Mr. Morrell (mortgage interest through February 2019):	-\$25,636.00
To Mr. Morrell (42.5% of rental fees):	-\$17,892.34
Unknown costs:	-\$TBD
PROFIT TO BE SHARED:	~\$28,329.30


As stated earlier, I am happy to answer any questions you may have regarding the foregoing. However, time is of the essence as the current closing date for the sale of the Property is currently set for the end of this month, but the buyers are pushing hard for an early closing. Accordingly, please respond to this letter as soon as possible, but no later than 5:00 p.m. on Wednesday, February 20, 2019.

Finally, please also be aware that the carrying costs for the Property equal approximately \$200.00 every day, and that the current prospective buyers have agreed to waive the right to repairs which, based on the latest home inspection report, will cost approximately \$25,000.00. In other words, an immediate sale of the Property to these

Brian J. Steinberg, Esq.
February 14, 2019
Page 4

buyers is highly advantageous for the Company. Mr. Morrell has no interest in getting involved in the divorce proceedings between David and Christie and sincerely hopes to resolve the issues relating to the sale of the Property as expeditiously as possible. However, Mr. Morrell is willing to exercise his legal rights to protect his investment in the Property and recuperate any and all damages should this sale fall through.

Sincerely,



Zachary P. Takos, Esq.

cc: Vincent Mayo, Esq.

Enclosures

Tab 1

Tab 1

JD Investments LLC

8-1-18 Operation agreement of JD Investments LLC EIN 30.1110735

JD Investments consists of a 50/50 split with both Jonathan Morrell and David Stucke each having equal ownership interests in the LLC. LLC will remain controlled by both parties having equal voting rights. In the event of disagreement, a buy/sell exit will be in effect, meaning that the member wishing to leave the venture must present a number that they are willing to pay to buy out the other party. The other member will then be able to choose to either pay that amount to the other party and buy out his share, or choose to sell his interest to the other party at that price. No other parties, including family or spouses, will have any interest in the company, except in the demise of one of the two parties in which case the surviving party may choose to take on the spouse or family member as a new partner thus renewing the agreement, or choose to give that party the right to exercise the buy/sell option on the demised parties behalf. Any party wishing to exercise the buy/sell option must show proof of funds held in escrow before the offer is made in event the receiving party chooses the sell option.

With regard to the property located at 7211 Birkland Court, Las Vegas NV 89117. Jonathan Morrell purchased the property with total investment of 585,889.13 via wire transfer with David Stucke contributing \$10,000 in earnest money and another \$15,000 at closing for a total of 612,139.13. Jonathan Morrell thus will have ownership of 96% of the property and David Stucke will retain roughly 4% ownership. Both parties currently show on the title due to a timing issue at closing that would have prevented the parties from closing in time to save the earnest money investment, however, the ownership shall be reflected based on the percentage of monies contributed by each party, regardless of the name or names that appear on the title.

Both parties agree to place their initial investment of 4% per party into JD Investments LLC for a total of 8% ownership, and Mr Morrell will retain 92% ownership as his own entity.

Upon completion of preliminary work needed to prepare the property for rental, Mr. Stucke will provide a detail summary and receipts for expenses incurred and paid out of pocket. After such time a recalculation of equity will occur to show JD Investments owning a total of 20% of the property from the start of the company with Mr. Morrell contributing 6% equity from his ownership portion and Mr. Stucke 6% from monetary payments of expenses and paying Mr. Morrell any difference in cash no later Oct 15th. The mortgage repayment schedule will begin on May13th reflecting JD investments owning 20% equity in the property and Mr. Morrell owning the balance of 80% at that time.

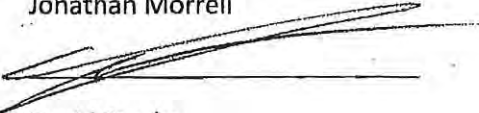
Jonathan Morrell agrees to act as the bank for the financing portion of the property (a separate entity), and will collect interest/principle payments (mortgage) from JD Investments according to a 5.5% interest rate 30 year mortgage schedule agreed upon by both parties. As payments are made to Mr Morrell from JD investments, they will grow ownership equity in the property

as JD investments according to the principle portion of the mortgage payment until such time as payments are stopped or the property is sold.

JD Investments exists to make money through purchase, sale, and rental of real estate property. While Mr. Morrell will contribute as an active partner in this venture, as well as handling the financing for this property, Mr. Stucke will manage said property for the purpose of rentals (booking, cleaning, client contact, etc). Partners will split the cost of expenses, maint, utilities, fines levied, legal (other than disputes between partners), repairs, etc that are agreed upon by both parties. All liabilities, losses or gains in property value at sale, gains on cleaning fees, and anything like such will be the responsibilities of JD investments (both parties at 50/50 split) regardless of ownership percentage interests at the time they are incurred or realized. In addition, Mr Morrell agrees to distribute gains (less expenses) from rental income at a 42.5% to 57.5% in favor of Mr. Stucke to compensate him for the time required to manage the rental portion of the investment.

All parties used by Mr. Stucke to manage the property should be compensated by Mr. Stucke from the JD Investments account and included as an expense if agreed on by both parties. At no time will either partner promise, imply, or otherwise inform any other party that they have ownership in JD Investments, the property, or any other compensation. If a partner makes a financial decision without the consent of the other partner, it will be that particular partners responsibility personally to compensate for that expense if the other partner does not agree either beforehand or after the fact.

Jonathan Morrell



David Stucke



Acknowledgment by Individual

State of

Nevada

County of

ClarkOn this 3RD day of August, 20 18, before me, Arlene Rodriguez
Name of Notary Public

the undersigned Notary Public, personally appeared

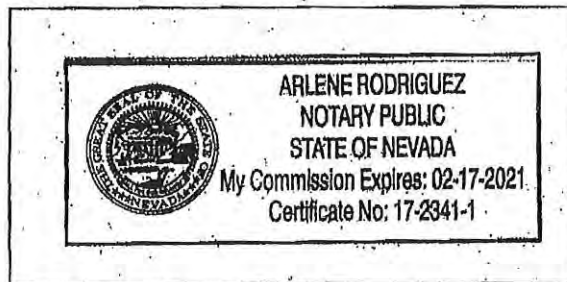
Jonathan D Morrell & David P Stucke

Name of Signer(s)

☐ Proved to me on the oath of _____☐ Personally known to me☒ Proved to me on the basis of satisfactory evidenceDLNV:093624238 exp:04/01/2019DLTN:2102704167 exp:04/09/2022
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

(Signature of Notary Public)

My commission expires 02-17-2021
Optional: A thumbprint is
only needed if state statutes
require a thumbprint.Right Thumbprint
of Signer

Top of thumb here

For Bank Purposes Only**Description of Attached Document**

Type or Title of Document

JD Investments LLC

Document Date

8/01/2018

Number of Pages

— 2 — (2 copies)

Signer(s) Other Than Named Above

Jonathan Morrell & David Stucke

Tab 2

Tab 2



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 01/21/19
Yong-Chieh Liou ("Buyer"), hereby offers to purchase ("Property"), within the city or unincorporated area of 7211 BIRKLAND CT, County of CLARK, State of Nevada, Zip 89117, A.P.N. # 163-10-811-009 for the purchase price of \$ 745,000.00 (Seven Hundred Forty-Five Thousand dollars) ("Purchase Price") on the terms and conditions contained herein: BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

- \$ 5,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☐ presented with this offer -OR- ☒ wire upon acceptance. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) -OR- 1 business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)
- \$ 0.00 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) . The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)
- \$ 592,000.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN: ☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) .
- \$ 0.00 D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S): ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) . Interest: ☐ Fixed rate, years -OR- ☐ Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.
- \$ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.
- \$ 148,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").
- \$ 745,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

THIS SPACE INTENTIONALLY LEFT BLANK

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

BUYER(S) INITIALS [Signature]

Property Address: 7211 BIRKLAND CT

SELLER(S) INITIALS [Signature]

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2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

A. **NEW LOAN APPLICATION:** Within 3 business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. **APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 25 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. **LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 30 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. **CASH PURCHASE:** Within n/a business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. **SALE OF OTHER PROPERTY:**

A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. -OR-

B. ☐ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: Everything must remain at the property as per

MLS# 2036319

5. **ESCROW:**

A. **OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Maria Chewjalearn title or escrow company ("Escrow Company" or "ESCROW HOLDER") with WFG ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

B. **EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

Property Address: 7211 BIRKLAND CT

BUYER(S) INITIALS: YCL

SELLER(S) INITIALS: JM

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C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before: 02/26/19 or before (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

7. BUYER'S DUE DILIGENCE: Buyer's obligation is X is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 15 calendar days following the date of Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the Inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

yes Buyer's Initials _____ Seller's Initials _____

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

Property Address: 7211 BIRKLAND CT

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BUYER(S) INITIALS: yes /

SELLER(S) INITIALS: J.M. /

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turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections. If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	N/A	Fungal Contaminant Inspection	N/A	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Buyer	Well Inspection (Quality)	N/A
Termite/Pest Inspection	N/A	Pool/Spa Inspection	Waived	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	Waived	Soils Inspection	N/A	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	N/A
Survey (type):	N/A	Other:	N/A	Other:	N/A

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer	Other:	N/A

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

BUYER(S) INITIALS: Yec

Property Address: 7211 BIRKLAND CT

SELLER(S) INITIALS: J.M

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title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 7,500.00 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ Including ~~OR~~ ☒ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives ~~OR~~ ☒ requires a Home Protection Plan with Home Warranty ☐ Seller ~~OR~~ ☒ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 700.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property, free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements, and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide **AT SELLER'S EXPENSE** the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Seller	CIC Transfer Fees	Seller
Other: _____	Seller				

11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- ☒ Seller Real Property Disclosure Form; (NRS 113.130) ☐ Open Range Disclosure; (NRS 113.065)
- ☐ Construction Defect Claims Disclosure; If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☐ Lead-Based Paint Disclosure and Acknowledgment; required if constructed before 1978 (24 CFR 745.113)
- ☐ Other: (list) _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

Property Address: 7211 BIRKLAND CT

BUYER(S) INITIALS: YCL

SELLER(S) INITIALS: JM

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12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than COE -OR- -----. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. DEFAULT:

A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: YCP / SELLER(S) INITIALS: JM

B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

Property Address: 7211 BIRKLAND CT

BUYER(S) INITIALS: YCP

SELLER(S) INITIALS: JM

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STUCKE-0179

Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. **BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission); that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☒ will ~~OR~~ ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Yong-Chieh Liou

Property Address: 7211 BIRKLAND CT

BUYER(S) INITIALS: YCL

SELLER(S) INITIALS: J.M.

Rev: 07/17

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Page 7 of 10

1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25 24. SIGNATURES, DELIVERY, AND NOTICES:

26 A. This Agreement may be signed by the parties on more than one copy; which, when taken together, each
27 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
28 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

29 B. When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail,
30 personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The
31 notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case
32 of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or
33 Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

34 25. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
35 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
36 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

37 26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement
38 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
39 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
40 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
41 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
42 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
43 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
44 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by
45 such prevailing party.

46 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to
47 review the terms of this Agreement.

48 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
49 otherwise modified by addendum or counteroffer.

50 Buyer's Name: Yong-Chieh Liou

51 BUYER(S) INITIALS: YCL

52 Property Address: 7211 BIRKLAND CT

53 SELLER(S) INITIALS: JM

54 Rev. 07/17

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56 Page 8 of 10

57 This form presented by Maria Reyes | United Realty Group | 7023317870 | maplasvegas@gmail.com

InstantForms

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28. **ADDITIONAL TERMS:** _____

InstantFORMS™

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: <u>Bryan Knisley</u>	Agent's Name: <u>Darlene Dato-On</u>
Company Name: <u>Better Life Realty</u>	Agent's License Number: <u>8-0179427</u>
Broker's License Number: <u>0144632</u>	Office Address: <u>4280 S Hualapai Way Ste 107</u>
Phone: <u>702-945-9326</u>	City, State, Zip: <u>Las Vegas NV 89147</u>
Fax: <u>702-974-1998</u>	Email: <u>Darlene@BetterLifeRealty.com</u>

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-**

☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she ☒ **is not** **-OR-** ☐ **is** a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: JM

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted;

AuthenticSign	<u>JONATHAN MORRELL</u>	JD INVESTMENTS - JONATHAN MORRELL	01/22/2019	9:14 AM
Seller's Signature		Seller's Printed Name	Date	Time

Seller's Signature	Seller's Printed Name	Date	Time	AM PM
--------------------	-----------------------	------	------	-------

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page, unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: <u>Yong-Chieh Liou</u>	BUYER(S) INITIALS: <u>YCL</u>
Property Address: <u>7211 BIRKLAND CT</u>	SELLER(S) INITIALS: <u>JM</u>

ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Yong-Chieh Liou
as Buyer(s) and JD Investments-Jonathan Morrell
as Seller(s), dated 01/22/19
covering the real property at 7211 BIRKLAND CT LASVEGAS NV 89117
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase
Agreement be amended as follows:
Seller to contribute a concession to buyer \$3,500.00

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Authentisign
Yong-Chieh Liou 02/01/2019
02/01/2019
☒ Buyer ☐ Seller Yong-Chieh Liou Date

☐ Buyer ☐ Seller Time

Acceptance:
Authentisign
fJD Investment 02/01/2019
JONATHAN MORRELL
☐ Buyer ☒ Seller 2/1/2019 6:38:45 PM PST Date

6:38 PM
☐ Buyer ☐ Seller Time

Prepared by: Maria Reyes 702-985-8812
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12 © 2012 Greater Las Vegas Association of REALTORS®

This form presented by Maria Reyes | United Realty Group | 7023317870 | maplasvegas@gmail.com InstantFORMS

Tab 3

Tab 3

File No./Escrow No.: 19-249779
Officer/Escrow Officer: Maria Chewjalearn-Andaya

WFG National Title Insurance Company
7450 Arroyo Crossing Pkwy
Suite 270
Las Vegas, NV 89113
(702) 777-8292

Property Address: 7211 BIRKLAND CT
LAS VEGAS, NV 89117 (CLARK)
(163-10-811-009)

Seller: JD INVESTMENTS LLC
425 Mealer Street
Franklin, TN 37067

Settlement Date:

Disbursement Date: 2/28/2019

Description	Seller	
	Debit	Credit
Deposits, Credits, Debits		
Seller Credit	\$7,500.00	
Seller Additional Credit	\$3,500.00	
Agent Credit from Better Life Realty		\$7,450.00
Sale Price of Property		\$745,000.00
Prorations		
Trash (Paid) 2/28/2019 to 4/1/2019 @ \$44.76/Quarter		\$15.91
Sewer (Paid) 2/28/2019 to 7/1/2019 @ \$259.20/Year		\$87.35
County Taxes 2/28/2019 to 7/1/2019 @ \$5,774.75/Year		\$1,946.01
Commissions		
Real Estate Commission to Better Life Realty	\$26,075.00	
Real Estate Commission to United Realty Group	\$18,625.00	
Title Charges		
Title - Owner's Title Insurance to WFG National Title Insurance Company	\$2,417.00	
Title - Settlement or closing fee to WFG National Title Insurance Company	\$625.00	
Title - Courier Fee to WFG National Title Insurance Company	\$25.00	
Government Recording and Transfer Charges		
County Deed Tax/Stamps to WFG National Title Insurance Company	\$3,799.50	
eRecording Fee to WFG National Title Insurance Company \$50.00	\$25.00	
Additional Settlement Charges		
Property Tax Due - Delinq. to Clark County Treasurer	\$3,017.27	
Notary Fee to	\$80.00	
Public Response Lien to Clark County Treasurer	\$6,000.00	
Payoff: Trash to Republic Services	\$63.73	
	Debit	Credit
Subtotals	\$71,752.50	\$754,499.27
Due To Seller	\$682,746.77	
Totals	\$754,499.27	\$754,499.27

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize WFG National Title Insurance Company to cause the funds to be disbursed in accordance with this statement.

SELLER(S)

JD Investments LLC

Jonathan D. Morrell, Member

David P Stucke, Member

SETTLEMENT COORDINATOR

Maria Chewjalearn-Andaya

Tab 4

Tab 4

APN#: 163-10-811-009
Escrow No. 19-249779

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**
David Stucke

GRANT, BARGAIN, SALE DEED

R.P.T.T. EXEMPT 5

THIS INDENTURE WITNESSETH: That **Christie L. Stucke, Spouse of the Grantee** herein, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **David Stucke, a married Man as his sole and separate property**, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Parcel 1:

Lot 9 of Crescent Estates, as shown by Map thereof on File in Book 45, of Plats, Page 21, in the Office of the County Recorder of Clark County, Nevada.

Together with that portion of Vacated Tenaya Street as provided for in that Order of Vacation recorded January 28, 1994 in Book 940128 as Document No. 01280 and re-recorded July 8, 1994 in Book 940708 as Document No. 00922, Official Records, Clark County, Nevada, Title to which Would Pass by Operation of Law with A Conveyance of said Lot.

Parcel II:

An easement for Ingress and Egress as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded February 22, 1990 in Book 900222 of Official Records as Document No. 00406, Clark County, Nevada Records.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS my hand this _____ day of _____, February, 2019.

Christie L. Stucke

STATE OF NEVADA, County of _____ } ss:

This instrument was acknowledged before me on this _____ day of February, 2019 by Christie L. Stucke.

Notary Public for Nevada

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

- a) **163-10-811-009**
b)
c)
d)

2. Type of Property:

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE

ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

<input type="checkbox"/>	<input type="checkbox"/> Other	
--------------------------	--------------------------------	--

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ _____
(_____)
\$ _____
EXEMPT

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # **5**
b. Explain Reason for Exemption: _____

Transfer from Spouse to Spouse without Consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity **GRANTOR**

Signature _____ Capacity **GRANTEE**

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: **Christie L. Stucke**
Address: _____
City: _____
State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: **David Stucke**
Address: _____
City: _____
State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer)

Print Name: **WFG National Title Insurance Company** Escrow #: **19-249779**
Address: **7450 Arroyo Crossing Parkway, Suite 270**
City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



ESCROW INSTRUCTIONS DEPOSIT OF DEED

Escrow No.: 19-249779
Buyer: Yong-Chieh Liou
Seller: JD Investments
Property Address: 7211 Birkland Ct, Las Vegas, NV 89117

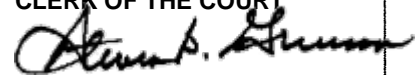
Escrow Agent, is authorized and instructed to prepare a Grant, Bargain, Sale Deed executed by Christie L. Stucke in favor of David Stucke covering that certain real property referenced above.

The undersigned makes NO demand on this escrow for any monies or documents to the undersigned. It is the intent of the undersigned to remove any and all right, title and interest in and to the property that is the subject in this escrow.

Escrow Agent is hereby authorized to record the above described document(s) at the close of this escrow and, if required, to consummate same in accordance with any lenders instructions, escrow instructions, amendments and/or supplements thereto.

Dated: _____

Christie L. Stucke



1 **OPPM**
2 **STEINBERG & DAWSON LAW GROUP**
3 **BRIAN J. STEINBERG, ESQ.**
4 Nevada Bar No. 5787
5 **DANIELLE DAWSON, ESQ.**
6 Nevada Bar No. 11792
7 4270 S. Decatur Blvd., Suite B10
8 Las Vegas, Nevada 89103
9 Telephone: (702) 384-9664
10 Facsimile: (702) 384-9668
11 Email: brian@steinberglawgroup.com
12 Email: Danielle@steinberglawgroup.com
13 Attorney for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

12 **DAVID PATRICK STUCKE,**

13 Plaintiff,

14 vs.

15 **CHRISTIE LEANN STUCKE,**

16 Defendant.

CASE NO: D-18-580621-D
DEPT NO: F

DATE: March 27, 2019
TIME: 9:00 a.m.

Oral Argument Requested: YES

17
18 **OPPOSITION TO PLAINTIFF'S MOTION TO MODIFY CUSTODY; FOR**
19 **CHILD SUPPORT; PAYMENT OF MARITAL BILLS AND EXPENSES;**
20 **EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE; SALE OF**
21 **THE BIRKLAND PROPERTY; ATTORNEY'S FEES AND FOR RELATED**
22 **RELIEF;**

AND

23 **COUNTERMOTION FOR FINANCIAL RELIEF, RETURN OF FILE**
24 **SERVER, ATTORNEY'S FEES AND OTHER RELATED RELIEF**

25 **COMES NOW** the Defendant, **CHRISTIE LEANN STUCKE**, by and
26 through her legal counsel, **BRIAN J. STEINBERG, ESQ.**, of the **STEINBERG**
27 **& DAWSON LAW GROUP**, and respectfully moves this Honorable Court to
28 issue the following Orders:

- 1 1. For an Order denying all of Plaintiff's requested relief;
- 2 2. For an Order that David return the file server so a third party can
- 3 make copies of it and recover erased data;
- 4 3. For an Order that David pay the Cobra for March of \$1,927.59 to
- 5 avoid increase of costs and waiting period for benefits for the month of March.
- 6 This will allow Christie to begin a health insurance policy on April 1st without a
- 7 waiting period or incurring a penalty due to a lapse of health insurance coverage;
- 8 4. For an Order that David should be responsible for one-half of the
- 9 health insurance expense for the minor children with the parties to utilize the
- 10 30/30 day rule for reimbursement of uncovered health care expenses;
- 11 5. For an Order that the Grandview rental property should be placed on
- 12 the market for sale with the net sales proceeds held in Defendant's counsel's trust
- 13 account;
- 14 6. For an Order that the Birkland property funds in trust should be
- 15 distributed according to the terms as set forth herein;
- 16 7. For an Order that Christie should be awarded her share of the funds
- 17 from the sale of the furniture in the Birkland home which was recently sold;
- 18 8. For such other relief as the Court deems necessary and proper under
- 19 the circumstances.
- 20

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

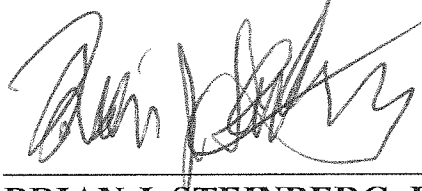
27 ///

28 ///

1 This Opposition is made and based upon the papers and pleadings on file
2 herein, the Points and Authorities, the Affidavit of Defendant, and any exhibits
3 attached hereto and any argument which may be adduced at the time of the
4 hearing.

5 DATED this 18th day of March, 2019.

6 STEINBERG & DAWSON LAW GROUP

7
8 
9

10 BRIAN J. STEINBERG, ESQ.

11 Nevada Bar No. 5787

12 4270 S. Decatur Blvd., Suite B10

13 Las Vegas, Nevada 89103

14 Telephone: (702) 384-9664

15 Facsimile: (702) 384-9668

16 Email: brian@steinberglawgroup.com

17 Attorney for Defendant
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I.

STATEMENT OF FACTS/ARGUMENT

A. Opposition to Motion

David has lied to the court about many aspects of this divorce and Christie has provided clear documentation of his many lies to the court.

In response to page 4 line 2, Christie agrees this is not the parties first marriage. Christie would like to point out that the parties entered into a formal legal domestic partnership (**see Exhibit "A" domestic partnership**) prior to their marriage on May 26th 2015. The domestic partnership was prior to any pregnancy or birth and the parties' relationship was not a "whirlwind romance" but a planned relationship. Christie discontinued the birth control shot at David's request she had been on since 2001 to try to conceive and that the parties agreed and still intended to get married without children if unsuccessful.

In response to page 4 line, Christie has never been diagnosed with any mental illness or disorder and/or any medications for such. Christie denies and provides proof that no such personality disorder or diagnosis of such exists. David Stucke is the one who has been diagnosed with depression, ADHD, and is prescribed medication. Letters of proof from long term therapists showing no such diagnosis exists. (**See Exhibit "B" letters from therapists**). David also has claimed to be a self-aware narcissist, liar, sex addict, and cheater per his last therapist sessions with his former ex-wife Sheri Stucke.

In response to page 4 line 12 through page 6, we have addressed many of the conflicts mentioned in this motion in a previous motion before the TPO court between David and Christie. Christie has stated she has never done any actions that occurred between David and Christie out of any violence or attack but only in self-defense in order to protect herself from David hurting her. There is a domestic

1 battery case pending and Christie has been constantly harassed by David to drop
2 the charges with threats by David to take the children away from Christie if she
3 did not change her testimony.

4 David has harmed Christie physically throughout the marriage and has
5 pending charges for domestic violence. A TPO exists because of David's abusive
6 behavior. Christie has regularly accused David of not prioritizing their marriage.
7 David has had affairs that are not "alleged" on Christie's part.

8 The parties attempted to work out rules for having an open transparent
9 BDSM relationship, but the parties never worked this out in therapy or otherwise.
10 A kink therapist was even chosen by David Stucke, Jenna Di Laura. However,
11 during therapy David continued to go behind Christie's back talking to multiple
12 women, deleting messages, having unauthorized sex with other women, meeting
13 women behind her back including his ex-wife.

14 Christie has never been involved with or charged with any domestic battery
15 charges. Her adult three older children will testify and have provided letters to the
16 witness of David being abusive at times in their presence and that Christie has
17 always been a good-natured, caring, strong mental health, and had good
18 motherhood relationships. **(See Exhibit "C" letters from children, family**
19 **babysitter, mutual friends/ witnesses).**

20 David has illegal audio and video taken secretly with his cell phone without
21 Christie's permission or knowledge. The audio and video clearly depict David as a
22 planned methodical instigator and attacker and Christie makes mention
23 consistently in the video that (1) David attacked her with Sarah in her arms which
24 caused Christie's initial distress and concern; (2) that Christie was scared and
25 afraid of David; (3) Christie repeatedly asks David to leave her alone and go to
26 another room multiple times in which David responds by continuing to record and
27
28

1 continuing to approach, goad and provoke Christie verbally purposely to agitate,
2 threaten, and scare her to the point of a rise or reaction for purpose of videotaping;
3 and (4) the evidence David presents is a clear video documenting some of
4 Christie's physical and emotional abuse inflicted by David.

5 In response to page 6 line 18, Christie has never threatened to harm herself
6 although David has. **(See Exhibit "D" text from David to KJ).**

7 In response to page 6 line 15, Christie did not bail David out of jail, and it
8 was David who took Christie out to the Peppermill and charged the meal on his
9 American Express card (hereinafter "Amex"). **(See Exhibit "E" receipt for bail**
10 **by David Stucke).** David Stucke's Amex bill will have the Peppermill charge.

11 It was David who wanted to reconcile, and he has even per Christie's
12 request bought a plane ticket for his toxic drug addicted mother. David would,
13 however, not send her home. In fact, David left her in the home with Christie after
14 he was removed per TPO and even flew his Dad in from Pennsylvania during the
15 TPO to steal items, harass, and bully Christie and anyone in the home to try to
16 make her leave the residence to the point the police had to be called over six times
17 during the TPO. **(See Exhibit "F" timeline of TPO activities).**

18 In response to page 8 line 1, the text message David refers to in his motion
19 is twisted and taken out of context as it was sarcasm, as are many of the other
20 reaching unrelated exhibits and complaints to this divorce David has filed.

21 In response to page 8 line 3, David was out drinking the night of his violent
22 episode of breaking in the bedroom door when Christie called the police that she
23 had barricaded herself as per his text communications. **(See Exhibit "G" text**
24 **about drinking with Dan).**

1 In response to page 8 line 14, David lies when he says Police “confirmed”
2 he was not drinking as he was at home and they did not perform a breathalyzer.
3 Because there was no physical attack to Christie’s person, the police left.

4 In response to page 9 line 3, Christie did not mention the rape in a text as
5 Christie went to safe nest the next day to report it and she filed a TPO that day
6 because of it. Christie did not want to discuss this with David for safety reasons.
7 Just because Christie did not post it on a text did not mean it didn’t happen!
8 Christie was hurt by David. Even though there was some abuse, Christie, like most
9 abused wives, still tried to see for the benefit of our family and children if the
10 parties could work out their relationship problems. Unfortunately, David started
11 making threats to Christie to take the children away from her and to divorce her in
12 order to coerce her not to battery charges against him.

14 In response to page 9 line 15, David and his attorney are bringing up
15 inappropriate or out of context items that are meant to distract from David’s
16 behavior. David fully intends to harm Christie publicly and professionally by
17 documenting personal lifestyle choices and bedroom preferences which he
18 participated in and instigated. Christie’s personal sexual lifestyle or preferences
19 have no bearing as part of this Divorce process and are only being used to
20 embarrass and harass Christie.

21 Since the parties’ relationship started, David participated in a Daddy Little
22 Girl BDSM type relationship with Christie. They together as a couple supported
23 the adult lifestyle community in a positive fashion and hosted both fun social and
24 educational events. These adult activities were never done in the presence of
25 children.

27 In response to page 10 line 1, any text exhibits referencing Christie’s
28 attempts to fix the parties’ marriage does not go against David’s mental and

1 physically abusive behavior. Christie's desire to fix the parties marriage is not an
2 admission to absolve David of his abuse of Christie, continued harassment and
3 violations of the current TPO. David's pictures of Christie are solely for the
4 purposes of embarrassing her for her lifestyle choices for which David
5 participated.

6 In response to page 10 line 9, Christie has never threatened to harm herself
7 and going to sleep in the van was simply that and she even texted after stating that
8 she was coming home to sleep instead. Again, David's declaration is twisted and
9 out of context.

10 In response to page 11 line 13, a letter was sent from Attorney Steinberg to
11 David's letting him know he could have visitation with children after Christie
12 directly attempted multiple times and through third party to get him to visit his
13 children. Visitation plans for Christmas were written up and offered to David and
14 his attorney. David took the children before the holiday and then refused to return
15 them according to the holiday arrangement presented. He then tried to use the
16 holiday time to coerce Christie out of his domestic battery charges by
17 communicating through her 24-year-old daughter that she knows what she must do
18 and needs to change her testimony to get time with the kids for holidays. (See
19 **Exhibit "H" texts from David to Liz**). David denied Christie's 2nd Christmas
20 with the parties' daughter and first Christmas holiday time with the parties' young
21 infant son.

22 Christie was without the children for weeks until courts resumed. Christie
23 has never been away from the children for more than a few days and asked David
24 for their return daily to no avail. The children were not returned to Christie until
25 ordered by the TPO court. When they were returned by David, they were returned
26 in very poor condition.
27
28

1 In response to page 12 line 8, Christie denies any negative acts against the
2 JPI. Christie has not received any money for child support or bills from David and
3 used joint funds for doing so as David also turned off his direct deposit of his
4 paycheck in attempt to leave Christie without any funds needed to care for the
5 children. The savings accounts was not a joint savings and was actually money
6 auto deposited from their joint checking for the purpose of car repairs as it came
7 from Christie's deposit for paying the van payment and bills per their agreement to
8 do so as David did not want to buy the extended warranty at Car Max. Christie had
9 to use joint funds to pay bills and care for the children. She even had to change the
10 utilities to her name after a 10 day disconnect notice pay the electric bill was
11 received (**see Exhibit "I" Electric disconnect notice**). David yelled at Christie to
12 pay the bills during pick up and drop off that he was not going to. (**See Exhibit**
13 **"J" video of pick up drop off about the bills and electric**).

15 Any business accounts that Christie solely owned and operated, David was
16 never a signer on. However, David was at one point on the account of Atomic
17 Radiology, Inc. to help with purchases. David's cards were never directly
18 deactivated by Christie. Christie still deposits all her income into the accounts and
19 only removes the funds to pay vendors, radiology physicians or herself
20 accordingly. She has not deposited any business checks into any other accounts.

21 In response to page 13 line 6, all bills and mail in exception to joint funds or
22 checks which were deposited to joint accounts were delivered at pick up and drop
23 off children to David. David would yell and scream at Christie for mail and she
24 informed him to use the online bill access he had so he wouldn't have any issues
25 or call the utility companies and put a change of address in. (**See TPO pick up**
26 **drop off timeline and video links evidence Exhibit "K"**).

1 In response to page 13 line 10, David desired to utilize his Mother as an
2 agent and to harass Christie by taking pictures of Christie and any guests. David's
3 mother was also placed in the home as a spy by David and to record activities in
4 the home including one of David's exhibits. David's mother refused to go stay
5 with her son or go back to Pennsylvania to be with with her husband. As such,
6 Christie was forced to legally evict her for her hostile and harassing nature.
7 Elderly services were also called out and it was determined no issues with her care
8 were a concern. The fridge was always full, food was always offered and refused,
9 transport to be with her son was always offered and refused.

10
11 Christie had friends stay over in order to protect her from David's crazy
12 toxic mother who kept knives and hammers on her and in her room to potentially
13 harm Christie. **(see Exhibit "L", evidence letters and testimony as evidence**
14 **from mutual friend and babysitter regarding the David's Mother's behavior**
15 **and interactions).**

16 In response to page 14 line 16 through 18, Christie had no reason to
17 continue paying for Georgette's cell service on her phone plan and had to shut
18 WIFI off in the home for fear of David tampering with her business. She offered
19 Georgette the use of her cell phone and even reached out to her husband to see
20 about getting her a plane ticket home or to let him know he could communicate
21 with her if needed by reaching out to me that she could use my business phone.
22 David was provided a release through T mobile to take over the account and repair
23 his phone.

24 In response to page 15, David did in fact violate the TPO many times using
25 third party agents and as such even resulted in his father being charged and
26 arrested with theft of the file server that he candidly admitted to stealing on video
27 evidence that was provided to the police. **(See Video Evidence David's Dad**
28

1 **breaking in and admitting to theft Exhibit “M” and the many police reports**
2 **Exhibit “N”)**

3 In response to page 15 line 12, Christie did not break into the safe, David’s
4 parents did and yes Georgette has climbed the stairs and is capable of such actions.
5 David in fact had his mother change the code for the lock on the safe and the safe
6 must be opened by forcible nature without the correct code. The safe was opened
7 by third party safe company on video camera and its contents were inventoried and
8 only consisted of \$400 and some personal items /documents. David had his
9 parents steal all of community money in the safe. **(See Video of safe being**
10 **opened and contents inventoried Exhibit “O”)**

11 In response to page 15 line 15, David and his attorney are bringing up
12 inappropriate or out of context items that are meant to distract from his behavior
13 and intentions to harm Christie publicly and professionally by documenting
14 personal lifestyle choices and bedroom preference which have no bearing on this
15 divorce process, aside from David’s using this solely for shame, harassment and
16 embarrassment purposes. However, since the parties’ relationship started, David
17 participated in a Daddy Little Girl BDSM type relationship with Christie.
18

19 Any person around Christie or that are now living with Christie have never
20 engaged in any adult activities around the children. Brittany Johns is a model and
21 is a friend to Christie and does not even allowed uncensored nudes or sex in any of
22 her modeling activities and is not a threat or concern to the home or children.
23 Pictures David posted of an adult nature that occurred between her and her
24 husband did not even take place in the marital home.
25

26 Since David has not been providing any support and has allegedly lost his
27 job, Christie was forced to rent a room and allow use of garage photo studio to
28

1 Brittney in order to make money. There is no rental agreement and the payments
2 are made weekly \$200 a week.

3 In response to page 16 line 11, the garage/ photo studio was set up prior to
4 the divorce by David. Due to his willful unemployment and lack of financial
5 support, Christie has found a way to make money by renting the garage out for
6 kink type pictures and educational photography and rope classes. These are
7 activities in which David participated prior to the divorce. The garage is a
8 separate, non-connected building and the children are not at all privy and do not
9 have access to any events in the garage.

10 In response to page 16 line 12, Christie has only ever used prescription-
11 based drugs and does not use recreational drugs. David regularly misuses his
12 medications and prescriptions. (See Exhibit "P", text to Meya about drugs).

13 In response to page 16 line 16, Christie offered a connection referral to
14 David through a mutual friend for a person wanting to rent out a rental home for
15 thirty (30) days for a \$5,000 return for filming a legitimate movie at the house to
16 make money since the parties could not do short term rentals. David refused and
17 is now trying to make Christie look bad for passing along the information when
18 David is friends with the same people.

19 In response to page 17, it has been made clear over and over that Scott
20 Pheasant is a friend and handyman who has improved and repaired the house per
21 Christie's request. He has never been used for childcare and has never been left
22 alone with the children. He has been laying floorwork and fixing Christie's
23 daughter's room and other household issues. His past relationships have no
24 bearing in this divorce action. He has his own place of residence and has a
25 relationship with his ex-wife and children.

1 David's insane controlling behavior, jealousy, and harassing behavior can
2 be clearly seen by his friends calling and harassing Scott's ex-wife (see Exhibit
3 "Q" of Pat Gallagher David's college friend communicating with Scotts ex-
4 wife inappropriately) and by David stalking his page and providing memes from
5 Facebook as an exhibit. All the above have no bearing on this divorce action, aside
6 from highlighting David's insecurities.

7
8 In response to page 19 line 6, Christie made no such statements and such
9 statements from a sick elderly drug addicted woman that David is using as a pawn
10 is hearsay and is clearly being made up but has no bearing on this divorce action.

11 In response to page 19 line 19, at the TPO hearing David and his attorney
12 both admitted to issues for domestic violence occurring if both parties were in the
13 same residence. It was hoped that a mutual restraining order settlement agreement
14 or Divorce proceeding could remedy the concern for continuation of TPO through
15 the TPO court. It was made clear by all parties that domestic violence has occurred
16 and the potential for further domestic violence does exist. Based on these facts,
17 the TPO was extended.

18 In response to page 20 line 5, David was not involved in Atomic Radiology
19 work effort or with any financial investment to Atomic Radiology, Inc. He was
20 only involved with his name and face and to resize some logos for printing
21 business materials. It was originally desired for him to participate and provide
22 work effort, but he never did so. As such, he was legally removed from all
23 company documents, including the website.

24
25 PCCG, Inc. is a closed business that ActionRAD Solutions, Inc. acquired all
26 contracts, assets, customers from. There is a bank account for Medical Systems
27 Group, Inc. dba PCCG, Inc. which is only open to allow the existing contracts to
28 finish paying their contracts out to that account as per the acquisition terms for

1 legal med-malpractice reasons. However, all income reported for the account is
2 processed under ActionRAD Solutions, Inc. These businesses existed prior to
3 marriage and never have involved David. In fact, David and Christie have never
4 shared in her business finances.

5 In response to page 21 line 2 and 5, David's number for Christie's
6 businesses are inaccurate and he notes as such in line 2 and only shows gross
7 invoices billed out. As it is true that Christie has fallen behind in bookkeeping
8 and reconciliation. Christie has gotten a quote to help her catch up on the
9 bookkeeping of \$8,400 for 4 years with ActionRAD and 3 years with Atomic. This
10 fee does not include any back taxes that might be due. Christie does not have the
11 funds to pay this at this time so Christie is trying to do this herself, unless funds
12 from escrow with Vincent Mayo can be released to accomplish this.

14 David is aware that due to being pregnant and bearing children over the last
15 four years that Christie's businesses have lost most major customers. Christie
16 having four (4) high risk pregnancies, a toddler, and miscarriages had interfered
17 with her business responsibilities and her ability to grow and gain new clients.
18 Christie had hoped that once Sarah started preschool, she could attend to the
19 bookkeeping and reconcile the businesses. She asked David for help multiple
20 times regarding the bookkeeping and he would not help.

21 In response to page 21 line 8, this contract did not happen. In response to
22 page 21 line 10, the businesses are profitable and allows Christie a decent income,
23 but not even close to what David is alleging.

24 In response to page 21 line 19, Christie made it clear and David knew
25 Christie is behind in bookkeeping that is why his numbers are wrong. David knew
26 that bringing the companies into the court would potentially cause the businesses
27 to incur great expense in order to bring the books up to date. These expenses are
28

1 likely to bankrupt the businesses that do not have the funds to pay for
2 bookkeeping and filing taxes all at once. Christie begged David not to do this as
3 the businesses are her only source of income. While Christie can handle paying
4 and catching the books over time, David knew that she could not afford to do
5 everything at once without bankrupting the businesses. David wants to use the
6 businesses as leverage to get Christie to change her domestic battery testimony.

7
8 In response to page 22 line 6, Christie is not a big gambler. Prior to meeting
9 David, Christie has only ever played the penny slots with her Grandmother on
10 Sundays and only been to Vegas once prior to meeting David. Christie was being
11 used by David financially. David is himself a WSOP professional poker player
12 with a PhD in mathematics and physics. He is a self-proclaimed advantage
13 gambler, even prior to knowing Christie. David knows how to play various casino
14 games to his advantage with math table simulations and statistics. He also uses his
15 math prowess to attempt to play games with numbers for this divorce.

16 Any gambling and money drafted from any accounts for such were known
17 about by David. David frequently used his math background for the parties'
18 advantage in gambling promotions which both David and Christie were involved.
19 This was a side business called gaming arbitrage. GamingArbitrage.com

20 Cash withdrawal was used to benefit the couple and family as cash bankroll
21 for future promotional play and community spending. Money was used from
22 business accounts as a business expense or investment to assist David's company
23 Gaming Arbitrage in its activities. David was a beneficiary of these funds jointly
24 and he also received rewards such as free play, meals, concerts, hotel nights and
25 trips. When the parties won money, this was given to David and not deposited or
26 kept by Christie. Evidence of that business and David's relationship with
27 gambling is plentiful, even though the evidence that remains and was not stolen by
28

1 David was substantially reduced after David's Father's stole the family file server
2 on David's behalf (see Exhibit "R", tons of cards and W-2G's of a few gaming
3 promotions that took place at the Plaza and Tropicana with his name and
4 mine and others names that we would use to make money at the casinos)

5 Witnesses of friends that we mutually used cards for in their name to do
6 these promotions can attest to David's direct involvement and participation in
7 these acts of advantage gambling. There are many more W-2G's that David's Dad
8 stole from the house to try to hide this evidence. David has always been aware of
9 any gaming efforts and Christie has always provided such gambling tax forms to
10 him and he has prepared and filed joint taxes reflecting such.

11
12 In response to page 22 line 10, the \$49,200 accrued on Christie's W-2G's
13 was accumulated while being used by David as his gambling money for
14 promotions. The cash bankroll was provided by David. Otherwise, Christie would
15 not have had the financial ability to afford such gambling effort desired and
16 planned by David. Little did Christie realize that David would be leaving her and
17 using her financially in a financially detrimental way. However, David has
18 utilized fraud in many ways in this divorce and beforehand. Unfortunately, David
19 is not attempting to leave Christie holding the bag for his fraudulent endeavors. By
20 the way, Christie always gave David the cash won from these gambling
21 promotions.

22 It appears that David's interest in marrying Christie was to use her for child
23 bearing purposes. David tried for 14 years to have children with his ex-wife and
24 expended large sums of money in doing so. He also used his ex-wife to make
25 money through gambling. When David found out that Christie was going to press
26 charges against him for domestic battery and he knew that Christie had caught him
27 once again cheating, he decided to use the legal system and a threat of divorce to
28

1 coerce Christie into dropping the charges. David also decided that he would
2 blackmail Christie into dropping the charges by placing the parties' adult lifestyle
3 into consideration by the Court when it is in no way impacting custody. David
4 wants also used the custody case as a threat to Christie that he would take custody
5 of the children if she did not comply with his demands regarding the domestic
6 battery. David has also sought to lie about Christie's businesses to try to get her to
7 change her testimony. David's loss of his employment is a ruse as well to prevent
8 Christie from obtaining child support from him and as a method to cut off all her
9 support. David is a fraudulent bully who has no bounds to how far he will go to
10 forward his malicious agenda against Christie.
11

12 In response to page 22 line 13, David is willfully unemployed and knew of
13 the impending dismissal and timed and planned for child support purposes to
14 allow the lapse of employment. He is extremely calculated.

15 In response to page 23 line 7, David is lying about his secondary freelancer
16 income and stole the family file server because it had evidence of all the gaming
17 arbitrage income and information. David's personal work pc's and gamblit work
18 pc's were all provided when he left Dec 12th per the TPO. The file server was
19 deemed community property and he was told he could get a backup of the files but
20 not the server itself by police. He instead chose to steal it with his Dad acting as
21 his agent so that Christie would not have the invoices/ income information for
22 child support. Furthermore, David was receiving payments as cash under the table
23 from several companies to avoid taxes and wished to avoid potential legal issues
24 there. Christie hereby requests that the file server be returned so a 3rd party
25 company can determine what is on the server. David likely conveniently deleted
26 files and now to further his fraud, he is attempting to blame it on Christie. Christie
27 requests that David be ordered to return the server to Christie and to delete no
28

1 further files as Christie's business files are on this server as well. These files were
2 vital for Christie's business purposes and they impact her ability to earn an income
3 and retain important business files that she needs for her businesses.

4 In response to page 23 line 12, this entire section should be ignored as the
5 sale and settlement of the property of Birkland has been completed. However,
6 Christie is requesting funds out of Vincent Mayo, Esq. trust account as indicated
7 below.

8 In response to page 24 line 7, Christie has already addressed this concern
9 that Scott does not care for the children and is not of concern. Christie denies any
10 reckless conduct or any adult behaviors with regards to the children. It is David
11 who has been careless with the care and well-being of the children letting the
12 family medical insurance lapse (see **Exhibit "S", insurance lapse**) and constantly
13 returning the children with diaper rashes. (See **Evidence Exhibit "T", constant**
14 **diaper rashes and illnesses documentation**).

15 David is controlling and jealous of Christie's female roommate which he
16 has put pictures of in the exhibits. During the separation, any events Christie has
17 attended have been when she is not in custody of the children. Christie has not
18 utilized babysitters for any other reasons currently than work related. All recent
19 babysitters are mutually known to David and were used prior to Divorce.

20 In response to page 26 line 7, Christie that should be awarded child support.
21 Christie is currently a joint custodial parent and as such has not received financial
22 help from David with the children since David left. All of David's allegations and
23 actions are an attempt to avoid child support and an effort to control or dictate who
24 Christie can have in her life.

25 In response to page 26 line 14, these calculations are not accurate. Christie
26 has provided an FDF according to her personal checking where she indicates the
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1 income she received from the businesses. Christie is working to complete the
2 business bookkeeping which is proving difficult, lengthy and costly because
3 David took the family file server. He also took all documents out the office during
4 the theft by his father. He should have all banking statements per his request
5 already through the courts.

6 In response to page 26 line 16, Christie agrees to the ½ split of costs of
7 daycare and health insurance. Christie has had to obtain health insurance coverage
8 because of David's lapse of such and will require him to pay half. Christie also
9 requests that the court force David to pay the Cobra for March of \$1,927.59 to
10 avoid increase of costs and waiting period for benefits for the month of March.
11 This will allow Christie to begin a policy for April 1st without a waiting period or
12 incurring a penalty due to lapse of health insurance. David has failed in obtaining
13 or taking care of the health insurance needs of his family. His true character shines
14 through with this action.

15 The medical insurance has lapsed which prompted Christie to take steps to
16 replace the health insurance by joining the Las Vegas Chamber of Commerce and
17 applying for health insurance with them for the minor children and herself. When
18 speaking to David about these concerns at pick up and drop off, David responded
19 violently with yelling and slamming of car doors and trunks. David has shown a
20 clear neglect and decision not to pay bills to the detriment of his children and
21 Christie, even though he clearly has the funds in the bank to do so. **(See Exhibit**
22 **"I", Evidence of electric disconnect notice, pool maintenance, pest control,**
23 **and Exhibit Video evidence Exhibit "J", of such yelling and outbursts about**
24 **bills Exhibit "U", Bank account summary balances of David.)** Plaintiff's
25 Exhibit of his termination includes one-month severance pay and all vacation and
26 sick days which adds another month's pay.
27
28

1 In response to page 27 line 14, Christie has improved and repaired many
2 problems in the home which have added value to the home. One example is that
3 she laid hard wood floor in the upstairs bedroom (**see Exhibit "V" pics of home**
4 **improvements**) and repaired leaks in the garage so that it could be used as a photo
5 studio which was a source of income for the parties to help defray the costs of the
6 home.

7 Having a roommate also helps bring much needed income to Christie since
8 David is willfully unemployed and is requesting that Christie cover all costs
9 related to the home. The home is the marital home and Christie also runs her office
10 and businesses out of the home. Christie moved and relocated here from Florida
11 to be with David and she has no other place to live. The children have been born
12 and grown up in the home and for their well-being and hers, they should not be
13 made to move from their primary place of living. The parties recently completed
14 Sarah's bedroom remodel and David's nursery. The rental house is double the
15 mortgage at the current property and Christie cannot afford this.

16 Christie requests that the rental property be sold and David should find
17 affordable housing elsewhere since he claims to have no income. David request to
18 reside in the marital residence is vindictive and without any income, David cannot
19 afford to do so. David should seek housing with his friends or family that he has
20 in Las Vegas based on his alleged financial condition.

21 In response to page 28 line 18, David's motion should be dismissed and any
22 claims to legal fees should be denied. Christie should be awarded attorney fees for
23 David's failure to withdraw the his motion, as the property was sold and the claims
24 made within David's motion are false and provide insufficient basis to change
25 custody in view of the circumstances of this case.
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1 **B. Request for disbursement of escrowed funds**

2 The sale of the Birkland property has occurred, and the funds at issue for the
3 parties are in Vincent Mayo, Esq.'s trust account in the amount of \$57,056.99.
4 There is a disputed amount of \$17,892.34 which will be decided through divorce
5 court. However, there is uncontested funds in the trust account as follows: (1)
6 \$25,000 was the initial community investment and (2) \$14,164.65 is the profit
7 from the sale of this residence for a total of \$39,164.65, half of which
8 (\$19,582.32) should be distributed to each party.
9

10 David has alleged that he lost his employment which he needs to help pay
11 for his legal, living, and divorce expenses. Christie needs funds as well including
12 \$8,400 to pay to get the business bookkeeping up to date. The contested amount
13 of \$17,892.34 should remain in escrow until the divorce case is settled.

14 **C. Request to sell Grandview Residence**

15 As David allegedly cannot afford to pay the mortgage with no employment
16 income, the rental property at Grandview must be placed on the market for
17 immediate sale.

18 **D. Request for Reimbursement of Funds**

19 Christie is aware that all furniture at Birkland was sold without her
20 permission, knowledge or consent. Approximately one-fourth of all value of
21 furnishings should be provided to Christie as per Nevada law. As JD investments
22 owned the furniture and David owns more than half of JD investments, a financial
23 disclosure of expenses of furniture from profit loss statement from JD investments
24 should be provided. There was close to \$20,000 of furniture in the \$600,000 home.
25 Christie should be awarded at least \$5,000 for her share of the furniture.
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II.

POINTS AND AUTHORITIES

A. Change of Custody Is Unwarranted Until an Evidentiary Hearing

Christie believes that David will be found guilty of domestic battery against her. Christie is ultimately requesting primary physical custody of the minor children pursuant to NRS 125C.0035 based on the emphasized provisions in the statute below.

NRS 125C.0035 Best interests of child: Joint physical custody; preferences; presumptions when court determines parent or person seeking custody is perpetrator of domestic violence or has committed act of abduction against child or any other child.

1. In any action for determining physical custody of a minor child, the sole consideration of the court is the best interest of the child. If it appears to the court that joint physical custody would be in the best interest of the child, the court may grant physical custody to the parties jointly.

2. Preference must not be given to either parent for the sole reason that the parent is the mother or the father of the child.

3. The court shall award physical custody in the following order of preference unless in a particular case the best interest of the child requires otherwise:

(a) To both parents jointly pursuant to NRS 125C.0025 or to either parent pursuant to NRS 125C.003. If the court does not enter an order awarding joint physical custody of a child after either parent has applied for joint physical custody, the court shall state in its decision the reason for its denial of the parent's application.

(b) To a person or persons in whose home the child has been living and where the child has had a wholesome and stable environment. [Emphasis added].

(c) To any person related within the fifth degree of consanguinity to the child whom the court finds suitable and able to provide proper care and guidance for the child, regardless of whether the relative resides within this State.

1 (d) To any other person or persons whom the court finds suitable
2 and able to provide proper care and guidance for the child.

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

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

9 (b) Any nomination of a guardian for the child by a parent.

10 (c) Which parent is more likely to allow the child to have frequent
11 associations and a continuing relationship with the noncustodial
12 parent. [Emphasis added].

13 (d) The level of conflict between the parents. [Emphasis added].

14 (e) The ability of the parents to cooperate to meet the needs of the
15 child. [Emphasis added].

16 (f) The mental and physical health of the parents. [Emphasis
17 added].

18 (g) The physical, developmental and emotional needs of the child.
19 [Emphasis added]/

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

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

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

25 (k) Whether either parent or any other person seeking physical
26 custody has engaged in an act of domestic violence against the child, a
27 parent of the child or any other person residing with the child.
28 [Emphasis added].

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

5. Except as otherwise provided in subsection 6 or NRS
125C.210, a determination by the court after an evidentiary hearing
and finding by clear and convincing evidence that either parent or any
other person seeking physical custody has engaged in one or more acts
of domestic violence against the child, a parent of the child or any
other person residing with the child creates a rebuttable presumption
that sole or joint physical custody of the child by the perpetrator of the

1 domestic violence is not in the best interest of the child. Upon making
2 such a determination, the court shall set forth:

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

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

8 6. If after an evidentiary hearing held pursuant to subsection 5 the
9 court determines that each party has engaged in acts of domestic
10 violence, it shall, if possible, then determine which person was the
11 primary physical aggressor. In determining which party was the
12 primary physical aggressor for the purposes of this section, the court
13 shall consider:

14 (a) All prior acts of domestic violence involving either party;

15 (b) The relative severity of the injuries, if any, inflicted upon the
16 persons involved in those prior acts of domestic violence;

17 (c) The likelihood of future injury;

18 (d) Whether, during the prior acts, one of the parties acted in self-
19 defense; and

20 (e) Any other factors which the court deems relevant to the
21 determination.

22 Ê In such a case, if it is not possible for the court to determine which
23 party is the primary physical aggressor, the presumption created
24 pursuant to subsection 5 applies to both parties. If it is possible for the
25 court to determine which party is the primary physical aggressor, the
26 presumption created pursuant to subsection 5 applies only to the party
27 determined by the court to be the primary physical aggressor.

28 7. A determination by the court after an evidentiary hearing and
finding by clear and convincing evidence that either parent or any
other person seeking physical custody has committed any act of
abduction against the child or any other child creates a rebuttable
presumption that sole or joint physical custody or unsupervised
visitation of the child by the perpetrator of the abduction is not in the
best interest of the child. If the parent or other person seeking physical
custody does not rebut the presumption, the court shall not enter an
order for sole or joint physical custody or unsupervised visitation of
the child by the perpetrator and the court shall set forth:

(a) Findings of fact that support the determination that one or more
acts of abduction 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 person
3 from whom the child was abducted.

4 8. For the purposes of subsection 7, any of the following acts
5 constitute conclusive evidence that an act of abduction occurred:

6 (a) A conviction of the defendant of any violation of NRS 200.310
7 to 200.340, inclusive, or 200.359 or a law of any other jurisdiction that
8 prohibits the same or similar conduct;

9 (b) A plea of guilty or nolo contendere by the defendant to any
10 violation of NRS 200.310 to 200.340, inclusive, or 200.359 or a law of
11 any other jurisdiction that prohibits the same or similar conduct; or

12 (c) An admission by the defendant to the court of the facts
13 contained in the charging document alleging a violation of NRS
14 200.310 to 200.340, inclusive, or 200.359 or a law of any other
15 jurisdiction that prohibits the same or similar conduct.

16 9. If, after a court enters a final order concerning physical
17 custody of the child, a magistrate determines there is probable cause to
18 believe that an act of abduction has been committed against the child
19 or any other child and that a person who has been awarded sole or joint
20 physical custody or unsupervised visitation of the child has committed
21 the act, the court shall, upon a motion to modify the order concerning
22 physical custody, reconsider the previous order concerning physical
23 custody pursuant to subsections 7 and 8.

24 10. As used in this section:

25 (a) "Abduction" means the commission of an act described in NRS
26 200.310 to 200.340, inclusive, or 200.359 or a law of any other
27 jurisdiction that prohibits the same or similar conduct.

28 (b) "Domestic violence" means the commission of any act
described in NRS 33.018.

29 **B. Financial Orders and Temporary Maintenance**

30 Christie has made specific requests for this Court to issue financial orders as
31 follows: (1) distribute uncontested funds from the Birkland house to the parties;
32 and (2) sell the Grandview rental property. David should also be ordered to obtain
33 employment as he is highly experienced and educated wherein his prior

1 employment paid him in excess of \$100,000 per year. David should be able to
2 obtain similar employment, but for his willful and deliberate unemployment.

3 **NRS 125.040 Orders for support and cost of suit during**
4 **pendency of action.**

5 1. In any suit for divorce the court may, in its discretion, upon
6 application by either party and notice to the other party, require either
7 party to pay moneys necessary to assist the other party in
accomplishing one or more of the following:

8 (a) To provide temporary maintenance for the other party;

9 (b) To provide temporary support for children of the parties; or

10 (c) To enable the other party to carry on or defend such suit.

11 2. The court may make any order affecting property of the parties,
12 or either of them, which it may deem necessary or desirable to
13 accomplish the purposes of this section. Such orders shall be made by
14 the court only after taking into consideration the financial situation of
15 each of the parties. [Emphasis added].

16 3. The court may make orders pursuant to this section
17 concurrently with orders pursuant to NRS 125C.0055.

18 **C. Attorney's Fees**

19 If David would have continued his employment, then he would likely have
20 been responsible to pay attorney's fees. David has violated TPO orders and has
21 perpetrated domestic violence on Christie. David has also attempted to blackmail
22 Christie into changing her testimony in the domestic battery case. David is
23 deliberately unemployed to avoid paying child support, temporary maintenance
24 and to avoid paying attorney's fees. Funds are available and should be disbursed
by Court order in order to temporarily resolve the issue of attorney's fees in this
matter.

25 **NRS 18.010 Award of attorney's fees.**

26 1. The compensation of an attorney and counselor for his or her
27 services is governed by agreement, express or implied, which is not
28 restrained by law.

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

4 (a) When the prevailing party has not recovered more than \$20,000; or

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

18 3. In awarding attorney's fees, the court may pronounce its decision
19 on the fees at the conclusion of the trial or special proceeding without
20 written motion and with or without presentation of additional evidence.

21 4. Subsections 2 and 3 do not apply to any action arising out of a
22 written instrument or agreement which entitles the prevailing party to
23 an award of reasonable attorney's fees.
24

25 It is within the trial court's discretion to determine the reasonable amount of
26 attorney fees under a statute or rule. In exercising that discretion, the court must
27 evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev.
28 345, 455 P.2d 31 (1969). Under *Brunzell*, when courts determine the appropriate
fee to award in civil cases, they must consider various factors as follows: (1) the
quality of the advocate; (2) the character and difficulty of the work performed; (3)
the work actually performed by the attorney; and (4) the result obtained. Counsel
is ready to prepare a Memorandum of Fees and Costs if requested to do so by the
Court.

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III.

CONCLUSION

Based on the foregoing, the Defendant respectfully requests that the Court issue the following orders:

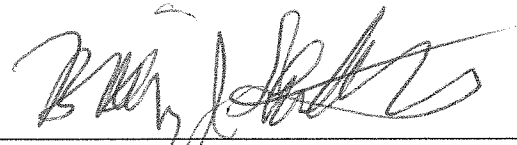
1. For an Order denying all of Plaintiff's requested relief;
2. For an Order that David return the file server so a third party can make copies of it and recover erased data;
3. For an Order that David pay the Cobra for March of \$1,927.59 to avoid increase of costs and waiting period for benefits for the month of March. This will allow Christie to begin a health insurance policy on April 1st without a waiting period or incurring a penalty due to a lapse of health insurance coverage;
4. For an Order that David should be responsible for one-half of the health insurance expense for the minor children with the parties to utilize the 30/30 day rule for reimbursement of uncovered health care expenses;
5. For an Order that the Grandview rental property should be placed on the market for sale with the net sales proceeds held in Defendant's counsel's trust account;
6. For an Order that the Birkland property funds in trust should be distributed according to the terms as set forth herein;
7. For an Order that Christie should be awarded her share of the funds from the sale of the furniture in the Birkland home which was recently sold;

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1 8. For such other relief as the Court deems necessary and proper under
2 the circumstances.

3 **DATED** this 13th day of March, 2019.

4 **STEINBERG & DAWSON LAW GROUP**

5
6 

7 **BRIAN J. STEINBERG, ESQ.**

8 Nevada Bar No. 5787

9 4270 S. Decatur Blvd., Suite B10

10 Las Vegas, Nevada 89103

11 Telephone: (702) 384-9664

12 Facsimile: (702) 384-9668

13 Email: brian@steinberglawgroup.com

14 Attorney for Defendant

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[illegible]

CHRISTIE LEANN STUCKE, being first duly sworn, deposes and says:

1. That I am the Defendant in the above-entitled action; and I have personal knowledge of and am competent to testify concerning the facts herein

2. That I respectfully request that the Court issue an Order denying all of Plaintiff's requested relief;

3. That I respectfully request that the Court issue an Order that David return the file server so a third party can make copies of it and recover erased data;

4. That I respectfully request that the Court issue an Order that David pay the Cobra for March of \$1,927.59 to avoid increase of costs and waiting period for benefits for the month of March. This will allow me to begin a health insurance policy on April 1st without a waiting period or incurring a penalty due to a lapse of health insurance coverage;

5. That I respectfully request that the Court issue an Order that David should be responsible for one-half of the health insurance expense for the minor children with me and David to utilize the 30/30 day rule for reimbursement of uncovered health care expenses;

6. That I respectfully request that the Court issue an Order that the Grandview rental property should be placed on the market for sale with the net sales proceeds held in Defendant's counsel's trust account;

7. That I respectfully request that the Court issue an Order that the Birkland property funds in trust should be distributed according to the terms as set forth herein;

8. That I respectfully request that the Court issue an Order that I should be awarded her share of the funds from the sale of the furniture in the Birkland home which was recently sold;

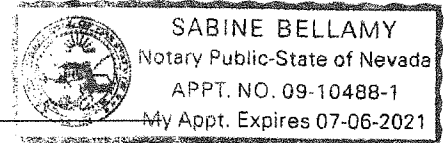
9. That I respectfully request that the Court issue an Order for such other relief as the Court deems necessary and proper under the circumstances.

FURTHER, AFFLIANT SAYETH NAUGHT.

CHRISTIE LEANN STUCKE

On this 13th day of March, 2019,
before me, a Notary Public in and for the
County of Clark, State of Nevada, did appear
and prove herself to be CHRISTIE LEANN STUCKE,
and she did in my presence, place her signature on
this document, as above written.

NOTARY PUBLIC



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of the Steinberg & Dawson Law
3 Group and that on March 13, 2019, pursuant to N.R.C.P. 5(b)(2)(D), and EDCR
4 8.05, a true and correct copy of the **OPPOSITION TO PLAINTIFF'S MOTION**
5 **TO MODIFY CUSTODY; FOR CHILD SUPPORT; PAYMENT OF**
6 **MARITAL BILLS AND EXPENSES; EXCLUSIVE POSSESSION OF THE**
7 **MARITAL RESIDENCE; SALE OF THE BIRKLAND PROPERTY;**
8 **ATTORNEY'S FEES AND FOR RELATED RELIEF; AND**
9 **COUNTERMOTION FOR FINANCIAL RELIEF, RETURN OF FILE**
10 **SERVER, ATTORNEY'S FEES AND OTHER RELATED RELIEF** was
11 served on Plaintiff by:
12

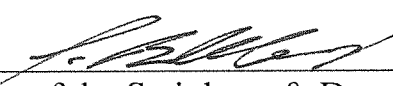
13 _____ U.S. Mail, First Class, postage prepaid to the person(s) identified
14 below;

15 _____ Via Facsimile at the number(s) identified below:

16 _____ Via Electronic mail to the person(s) identified below:

17 X Via Electronic mail utilizing the Odyssey E-file and Serve system
18 to the person(s) identified below as follows:
19

20 Vincent Mayo, Esq.
21 6252 South Rainbow Blvd., Suite 100
22 Las Vegas, Nevada 89118
23 vmgroup@theabramslawfirm.com
24 Attorney for Defendant

25
26 
27 _____
28 An Employee of the Steinberg & Dawson Law Group