

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 82723

Electronically Filed
Oct 22 2021 07:13 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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 4

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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**

**APPELLANT’S APPENDIX INDEX
VOLUME 4**

TABLE OF CONTENTS

ALPHABETICAL LISTING

Appendix of Exhibits in Support of Partial Opposition to the Motion to Withdraw as

Attorney of Record for Plaintiff; Notice of Perfection of Attorney’s Lien on
the Plaintiff for Unpaid Fees and Costs and Alternative Motion to Release
Community Funds in Trust and Countermotion for Reconsideration of
Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an
Order to Show Cause and Hold Defendant in Contempt of Court Order; and
For Attorney’s Fees

(June 6, 2019) 0534-0609, Vol. 3

Complaint for Divorce (November 28, 2018) 0001-0008, Vol. 1

Defendant's Amended Pre-Trial Memorandum

(September 11, 2020) 0962-0982, Vol. 5

Defendant's Answer to Complaint For Divorce and Counterclaim

(December 13, 2018) 0009-0014, Vol. 1

Defendant's Exhibit Appendix to Defendant's Reply to Plaintiff's Partial Opposition

to the Motion to Withdraw as Attorney of Record for Defendant; Notice of Perfection of Attorney's Lien on the Defendant for Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust and Defendant's Opposition to the Countermotion for Reconsideration of Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an Order to Show Cause and Hold Defendant in Contempt of Court Order; and For Attorney's Fees

(June 19, 2019) 0626-0651, Vol. 4

Defendant's Exhibit Appendix to Opposition to Plaintiff's Motion to Modify

Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney's Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney's Fees and Other Related Relief

(March 13, 2019) 0226-0229, Vol. 2

Defendant’s Exhibits Appendix to Opposition to Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney’s Fees; and Related Relief and Countermotion for an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the Order Entered on August 22, 2019 and For Attorney’s Fees and Costs (September 6, 2019)	0725-0731, Vol. 4
Defendant’s Opposition to Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney’s Fees; and Related Relief and Countermotion for an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the Order Entered on August 22, 2019 and For Attorney’s Fees and Costs (September 6, 2019)	0704-0724, Vol. 4
Defendant’s Opposition to Plaintiff’s Motion to Allow John Paglini, Psy.D. to Review Newly Discovered Evidence Prior to Giving Testimony at the Parties’ Trial and for Related Relief and Countermotion for Attorney’s Fees (October 30, 2020)	1005-1016, Vol. 5

Defendant’s Opposition to Plaintiff’s Motion to Modify Custody; For Child Support;

Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney’s Fees and Other Related Relief

(March 13, 2019) 0194-0225, Vol. 1

Defendant’s Reply to Plaintiff’s Partial Opposition to the Motion to Withdraw as

Attorney of Record for Defendant; Notice of Perfection of Attorney’s Lien on the Defendant for Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust and Defendant’s Opposition to the Countermotion for Reconsideration of Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an Order to Show Cause and Hold Defendant in Contempt of Court Order; and For Attorney’s Fees

(June 19, 2019) 0610-0625, Vol. 4

Findings of Fact, Conclusions of Law and Decree of Divorce From Trial

(February 15, 2021) 1027-1053, Vol. 5

Minute Order

(July 29, 2019) 0656-0658, Vol. 4

Minute Order

(May 6, 2019) 0474-0476, Vol. 3

Minute Order for August 3, 2020 Hearing	0910-0911, Vol. 5
Minute Order for June 11, 2020 Hearing	0906-0907, Vol. 5
Minute Order for June 23, 2020 Hearing	0908-0909, Vol. 5
Minute Order for March 10, 2020 Hearing	0904-0905, Vol. 5
Minute Order for November 6, 2020 Hearing	1025-1026, Vol. 5
Motion to Withdraw as Attorney of Record for Plaintiff; Notice of Perfection of Retaining's Lien; And to Foreclose on Retaining's Lien on the Plaintiff For Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust (May 21, 2019).....	0477-0504, Vol. 3
Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce (February 25, 2021)	1054-1082, Vol. 6
Notice of Entry of Order After April 17, 2019 Hearing (August 5, 2019)	0463-0473, Vol. 3
Notice of Entry of Order After Hearing of August 20, 2019 (October 3, 2019)	0698-0703, Vol. 4
Notice of Entry of Order After Hearing of January 30, 2020 (February 28, 2020)	0852-0858, Vol. 5
Notice of Entry of Order After Hearing of January 7, 2020 (February 28, 2020).....	0840-0847 Vol. 5

Notice of Entry of Order After Hearing of October 7, 2019

(October 31, 2019) 0827-0839, Vol. 5

Notice of Entry of Order After March 27, 2019 Hearing

(May 3, 2019) 0456-0462, Vol. 3

Notice of Entry of Order Granting Judgment Against Defendant

(June 28, 2019) 0652-0655, Vol. 4

Notice of Entry of Order to Show Cause

(January 15, 2020) 0848-0851, Vol. 5

Partial Opposition to the Motion to Withdraw as Attorney of Record for Plaintiff;

Notice of Perfection of Attorney’s Lien on the Plaintiff for Unpaid Fees and
Costs and Alternative Motion to Release Community Funds in Trust and
Countermotion for Reconsideration of Portions of the May 6, 2019 Order,
Preservation of the Marital Estate; For an Order to Show Cause and Hold
Defendant in Contempt of Court Order; and For Attorney’s Fees

(June 5, 2019) 0505-0533, Vol. 3

Plaintiff’s Appendix of Exhibits in Support of Emergency Motion to Allow Plaintiff

to Complete the Refinance of the Maule Residence and for Defendant to
Vacate the Residence

(February 21, 2020) 0867-0898, Vol. 5

Plaintiff's Appendix of Exhibits in Support of Motion to Allow John Paglini, Psy.D. to Review Newly Discovered Evidence Prior to Giving Testimony at the Parties' Trial; and for Related Relief (October 7, 2020)	0997-1004, Vol. 5
Plaintiff's Appendix of Exhibits in Support of Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney's Fees and For Related Relief (February 15, 2019)	0052-0193, Vol. 1
Plaintiff's Appendix of Exhibits in Support of Plaintiff's Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney's Fees and For Related Relief (August 20, 2019)	0674-0697, Vol. 4
Plaintiff's Appendix of Exhibits in Support of Reply in Support of Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney's Fees and for Related Relief and Opposition to Countermotion for an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the Order Entered on August 22, 2019 and For Attorney's Fees and Costs (September 30, 2019)	0755-0826, Vol. 4

Plaintiff's Appendix of Exhibits in Support of Reply to Opposition to Plaintiff's Motion to to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney's Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney's Fees and Other Related Relief

(March 22, 2019) 0248-0333 Vol. 2

Plaintiff's Appendix of Exhibits in Support of Second Supplement to Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney's Fees and For Related Relief

(April 16, 2019) 0393-0455, Vol. 3

Plaintiff's Emergency Motion to Allow Plaintiff to Complete the Refinance of the Maule Residence and For Defendant to Vacate the Residence

(February 21, 2020) 0859-0866, Vol. 5

Plaintiff's Motion to Allow John Paglini, Psy.D. to Review Newly Discovered Evidence Prior to Giving Testimony at the Parties' Trial; And for Related Relief

(October 7, 2020) 0983-0996, Vol. 5

Plaintiff’s Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney’s Fees and For Related Relief (August 19, 2019)	0659-0673, Vol. 4
Plaintiff’s Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief (February 15, 2019)	0020-0051, Vol. 1
Plaintiff’s Pre-Trial Memorandum (September 10, 2020)	0912-0961, Vol. 5
Plaintiff’s Reply in Support of Motion to Allow John Paglini, Psy.D. to Review Newly Discovered Evidence Prior to Giving Testimony at the Parties’ Trial; and For Related Relief and Opposition to Countermotion for Attorney’s Fees (November 6, 2020)	1017-1024, Vol. 5
Plaintiff’s Reply in Support of Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney’s Fees and for Related Relief and Opposition to Countermotion for an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the Order Entered on August 22, 2019 and For Attorney’s Fees and Costs (September 30, 2019)	0726-0754, Vol. 4
Plaintiff’s Reply to Counterclaim (January 8, 2019)	0015-0019, Vol. 1

Plaintiff’s Reply to Opposition to Plaintiff’s Motion to to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney’s Fees and Other Related Relief (March 22, 2019).....	0230-0247, Vol. 2
Plaintiff’s Second Supplement to Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief (April 15, 2019)	0382-0392, Vol. 2
Plaintiff’s Supplement to Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief (April 8, 2019)	0334-0381, Vol. 2
Plaintiff’s Supplemental Exhibit in Support of Emergency Motion to Allow Plaintiff to Complete the Refinance of the Maule Residence and for Defendant to Vacate the Residence (February 25, 2020)	0899-0903, Vol. 5
Register of Actions for Case No. D-18-580621-D.....	1083-1095, Vol. 6

Transcript Re: Non-Jury Trial (December 10, 2020)	1777-1798, Vol. 10
Transcript Re: Non-Jury Trial (December 10, 2020)	1673-1776, Vol. 9
Transcript Re: Non-Jury Trial (December 11, 2020)	1799-2003, Vol. 10
Transcript Re: Non-Jury Trial (December 11, 2020)	2004-2128, Vol. 11
Transcript Re: Non-Jury Trial (December 17, 2020)	2129-2230, Vol. 11
Transcript Re: Non-Jury Trial (December 17, 2020)	2231-2234, Vol. 12
Transcript Re: Non-Jury Trial (December 9, 2020)	1352-1549, Vol. 8
Transcript Re: Non-Jury Trial (December 9, 2020)	1550-1672, Vol. 9
Transcript Re: Non-Jury Trial (September 14, 2020)	1323-1351, Vol. 8
Transcript Re: Non-Jury Trial (September 14, 2020)	1096-1322, Vol. 7

CHRONOLOGICAL LISTING

Complaint for Divorce (November 28, 2018).....	0001-0008, Vol. 1
Defendant’s Answer to Complaint For Divorce and Counterclaim (December 13, 2018)	0009-0014, Vol. 1
Plaintiff’s Reply to Counterclaim (January 8, 2019)	0015-0019, Vol. 1
Plaintiff’s Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief (February 15, 2019)	0020-0051, Vol. 1

Plaintiff’s Appendix of Exhibits in Support of Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief

(February 15, 2019) 0052-0193, Vol. 1

Defendant’s Opposition to Plaintiff’s Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney’s Fees and Other Related Relief

(March 13, 2019) 0194-0225, Vol. 1

Defendant’s Exhibit Appendix to Opposition to Plaintiff’s Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney’s Fees and Other Related Relief

(March 13, 2019), 0226-0229, Vol. 2

Plaintiff’s Reply to Opposition to Plaintiff’s Motion to to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For

Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney’s Fees and Other Related Relief (March 22, 2019).....	0230-0247, Vol. 2
Plaintiff’s Appendix of Exhibits in Support of Reply to Opposition to Plaintiff’s Motion to to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief; and Countermotion for Financial Relief, Return of File Server, Attorney’s Fees and Other Related Relief (March 22, 2019)	0248-0333 Vol. 2
Plaintiff’s Supplement to Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief (April 8, 2019)	0334-0381, Vol. 2
Plaintiff’s Second Supplement to Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney’s Fees and For Related Relief (April 15, 2019)	0382-0392, Vol. 2

Plaintiff's Appendix of Exhibits in Support of Second Supplement to Motion to Modify Custody; For Child Support; Payment of Marital Bills and Expenses; Exclusive Possession of the Marital Residence; Sale of the Birkland Property; Attorney's Fees and For Related Relief (April 16, 2019)	0393-0455, Vol. 3
Notice of Entry of Order After March 27, 2019 Hearing (May 3, 2019)	0456-0462, Vol. 3
Notice of Entry of Order After April 17, 2019 Hearing (August 5, 2019)	0463-0473, Vol. 3
Minute Order (May 6, 2019)	0474-0476, Vol. 3
Motion to Withdraw as Attorney of Record for Plaintiff; Notice of Perfection of Retaining's Lien; And to Foreclose on Retaining's Lien on the Plaintiff For Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust (May 21, 2019).....	0477-0504, Vol. 3

Partial Opposition to the Motion to Withdraw as Attorney of Record for Plaintiff; Notice of Perfection of Attorney’s Lien on the Plaintiff for Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust and Countermotion for Reconsideration of Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an Order to Show Cause and Hold Defendant in Contempt of Court Order; and For Attorney’s Fees (June 5, 2019)	0505-0533, Vol. 3
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Appendix of Exhibits in Support of Partial Opposition to the Motion to Withdraw as Attorney of Record for Plaintiff; Notice of Perfection of Attorney’s Lien on the Plaintiff for Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust and Countermotion for Reconsideration of Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an Order to Show Cause and Hold Defendant in Contempt of Court Order; and For Attorney’s Fees (June 6, 2019)	0534-0609, Vol. 3
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Defendant’s Reply to Plaintiff’s Partial Opposition to the Motion to Withdraw as Attorney of Record for Defendant; Notice of Perfection of Attorney’s Lien on the Defendant for Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust and Defendant’s Opposition to the Countermotion for Reconsideration of Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an Order to Show Cause and Hold Defendant in Contempt of Court Order; and For Attorney’s Fees

(June 19, 2019) 0610-0625, Vol. 4

Defendant’s Exhibit Appendix to Defendant’s Reply to Plaintiff’s Partial Opposition to the Motion to Withdraw as Attorney of Record for Defendant; Notice of Perfection of Attorney’s Lien on the Defendant for Unpaid Fees and Costs and Alternative Motion to Release Community Funds in Trust and Defendant’s Opposition to the Countermotion for Reconsideration of Portions of the May 6, 2019 Order, Preservation of the Marital Estate; For an Order to Show Cause and Hold Defendant in Contempt of Court Order; and For Attorney’s Fees

(June 19, 2019) 0626-0651, Vol. 4

Notice of Entry of Order Granting Judgment Against Defendant

(June 28, 2019) 0652-0655, Vol. 4

Minute Order

(July 29, 2019)	0656-0658, Vol. 4
Plaintiff's Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney's Fees and For Related Relief	
(August 19, 2019)	0659-0673, Vol. 4
Plaintiff's Appendix of Exhibits in Support of Plaintiff's Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney's Fees and For Related Relief	
(August 20, 2019)	0674-0697, Vol. 4
Notice of Entry of Order After Hearing of August 20, 2019	
(October 3, 2019)	0698-0703, Vol. 4
Defendant's Opposition to Motion to Change Custody; For Child Support; Exclusive Possession of the Marital Residence; Attorney's Fees; and Related Relief and Countermotion for an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the Order Entered on August 22, 2019 and For Attorney's Fees and Costs	
(September 6, 2019)	0704-0724, Vol. 4

Defendant’s Exhibits Appendix to Opposition to Motion to Change Custody; For
Child Support; Exclusive Possession of the Marital Residence; Attorney’s
Fees; and Related Relief and Countermotion for an Order to Show Cause Why
Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the Order
Entered on August 22, 2019 and For Attorney’s Fees and Costs

(September 6, 2019) 0725-0731, Vol. 4

Plaintiff’s Reply in Support of Motion to Change Custody; For Child Support;
Exclusive Possession of the Marital Residence; Attorney’s Fees and for
Related Relief and Opposition to Countermotion for an Order to Show Cause
Why Plaintiff Should Not Be Held in Contempt of Court, to Reconsider the
Order Entered on August 22, 2019 and For Attorney’s Fees and Costs

(September 30, 2019) 0726-0754, Vol. 4

Plaintiff’s Appendix of Exhibits in Support of Reply in Support of Motion to Change
Custody; For Child Support; Exclusive Possession of the Marital Residence;
Attorney’s Fees and for Related Relief and Opposition to Countermotion for
an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of
Court, to Reconsider the Order Entered on August 22, 2019 and For
Attorney’s Fees and Costs

(September 30, 2019) 0755-0826, Vol. 4

Notice of Entry of Order After Hearing of October 7, 2019

(October 31, 2019) 0827-0839, Vol. 5

Notice of Entry of Order After Hearing of January 7, 2020

(February 28, 2020)..... 0840-0847 Vol. 5

Notice of Entry of Order to Show Cause

(January 15, 2020) 0848-0851, Vol. 5

Notice of Entry of Order After Hearing of January 30, 2020

(February 28, 2020) 0852-0858, Vol. 5

Plaintiff's Emergency Motion to Allow Plaintiff to Complete the Refinance of the
Maule Residence and For Defendant to Vacate the Residence

(February 21, 2020) 0859-0866, Vol. 5

Plaintiff's Appendix of Exhibits in Support of Emergency Motion to Allow Plaintiff
to Complete the Refinance of the Maule Residence and for Defendant to
Vacate the Residence

(February 21, 2020) 0867-0898, Vol. 5

Plaintiff's Supplemental Exhibit in Support of Emergency Motion to Allow Plaintiff
to Complete the Refinance of the Maule Residence and for Defendant to
Vacate the Residence

(February 25, 2020) 0899-0903, Vol. 5

Minute Order for March 10, 2020 Hearing 0904-0905, Vol 5

Minute Order for June 11, 2020 Hearing	0906-0907, Vol 5
Minute Order for June 23, 2020 Hearing	0908-0909, Vol. 5
Minute Order for August 3, 2020 Hearing	0910-0911, Vol. 5
Plaintiff’s Pre-Trial Memorandum	
(September 10, 2020)	0912-0961, Vol. 5
Defendant’s Amended Pre-Trial Memorandum	
(September 11, 2020)	0962-0982, Vol. 5
Plaintiff’s Motion to Allow John Paglini, Psy.D. to Review Newly Discovered	
Evidence Prior to Giving Testimony at the Parties’ Trial; And for Related	
Relief	
(October 7, 2020)	0983-0996, Vol. 5
Plaintiff’s Appendix of Exhibits in Support of Motion to Allow John Paglini, Psy.D.	
to Review Newly Discovered Evidence Prior to Giving Testimony at the	
Parties’ Trial; and for Related Relief	
(October 7, 2020)	0997-1004, Vol. 5
Defendant’s Opposition to Plaintiff’s Motion to Allow John Paglini, Psy.D. to	
Review Newly Discovered Evidence Prior to Giving Testimony at the Parties’	
Trial and for Related Relief and Countermotion for Attorney’s Fees	
(October 30, 2020)	1005-1016, Vol. 5

Plaintiff’s Reply in Support of Motion to Allow John Paglini, Psy.D. to Review Newly Discovered Evidence Prior to Giving Testimony at the Parties’ Trial; and For Related Relief and Opposition to Countermotion for Attorney’s Fees (November 6, 2020)	1017-1024, Vol. 5
Minute Order for November 6, 2020 Hearing	1025-1026, Vol. 5
Findings of Fact, Conclusions of Law and Decree of Divorce From Trial (February 15, 2021)	1027-1053, Vol. 5
Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce (February 25, 2021)	1054-1082, Vol. 6
Register of Actions for Case No. D-18-580621-D.....	1083-1095, Vol. 6
Transcript Re: Non-Jury Trial (September 14, 2020)	1096-1322, Vol. 7
Transcript Re: Non-Jury Trial (September 14, 2020)	1323-1351, Vol. 8
Transcript Re: Non-Jury Trial (December 9, 2020)	1352-1549, Vol. 8
Transcript Re: Non-Jury Trial (December 9, 2020)	1550-1672, Vol. 9
Transcript Re: Non-Jury Trial (December 10, 2020)	1673-1776, Vol. 9
Transcript Re: Non-Jury Trial (December 10, 2020)	1777-1798, Vol. 10
Transcript Re: Non-Jury Trial (December 11, 2020)	1799-2003, Vol. 10
Transcript Re: Non-Jury Trial (December 11, 2020)	2004-2128, Vol. 11
Transcript Re: Non-Jury Trial (December 17, 2020)	2129-2230, Vol. 11
Transcript Re: Non-Jury Trial (December 17, 2020)	2231-2234, Vol. 12

DATED this 22nd day of October 2021.



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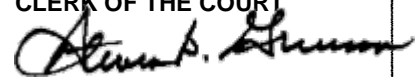
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DAVID PATRICK STUCKE,

Plaintiff,

vs.

CHRISTIE LEANN STUCKE,

Defendant.

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

DATE: June 25, 2019
TIME: 10:30 a.m.

DEFENDANT'S REPLY TO PLAINTIFF'S PARTIAL OPPOSITION TO
THE MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR
DEFENDANT; NOTICE OF PERFECTION OF ATTORNEY'S LIEN ON
THE DEFENDANT FOR UNPAID FEES AND COSTS AND
ALTERNATIVE MOTION TO RELEASE COMMUNITY FUNDS IN
TRUST
AND
DEFENDANT'S OPPOSITION TO THE COUNTERMOTION FOR
RECONSIDERATION OF PORTIONS OF THE MAY 6, 2019 ORDER,
PRESERVATION OF THE MARITAL ESTATE; FOR AN ORDER TO
SHOW CAUSE AND HOLD DEFENDANT IN CONTEMPT OF COURT
ORDER; AND FOR ATTORNEY'S FEES

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

I.

STATEMENT OF FACTS/ARGUMENT

In response to page 9 line 5 and 7 of Plaintiff's Opposition, David knew that Christies' business was not making enough money. However, David's involvement was by picture and name only and he has never contributed in any substantial or financial way to the business.

In response to page 10 line 8 of Plaintiff's Opposition regarding dispersal of funds, the houses that the parties owned were ran as Air BNB's as the primary business reason for purchase. The first house was purchased solely for that purpose. This was a business Christie and David started together where she did most of the work and responsibility and planning of including finding a realtor, locating the property, managing all air BNB interactions through her Air BNB account and managing all cleaning and guest interactions, managing all improvements and repairs and repair men. David purchased it in his name because Christie's credit is not great, and she can provide witness and statements and documentation of such.

Christie even neglected her own business and recovery from her C-section and time with her newborn son to assist in the work related to these Air BnB businesses. Without Christie there would have been none of these businesses whatsoever! Clearly half if not mostly all the profit should be Christie's from those endeavors seeing how David has sold off all the furniture and taken the Air BNB profits and used the funds and money from the Air BNB profits and events that they had profit to pay for the mortgages and this horrible divorce.

The partnership that existed with the second home purchased was only financial for assisting with the cost of the home purchase and that partner has been paid his portion. Christie has not.

In response to page 11 line 1 of Plaintiff's Opposition, David's delusion that every dollar Christie takes out of an account goes to gambling is ridiculous.

1 In response to page 11 line 6 of Plaintiff's Opposition, David's math is twisted
2 and not accurate and he has no documentation. If Christie had the money to pay her
3 attorney she would not be asking for dispersal of funds. Furthermore, any events
4 that Christie has held make her money, not cost her money. Although due to David's
5 harassment it will likely now be costing Christie money as privacy and harassment
6 is now a concern for anyone who may want to book the garage.

7 Just because you take cash out of one account and then put it into your
8 personal account and then remove it from there does not make it count twice as
9 income as David's math would have you believe.

10 In response to page 13 line 2 of Plaintiff's Opposition, Christie has provided
11 a true and accurate statement of all income and expenditures to the court. David's
12 numbers are not based on reality.

13 In response to page 15 of Plaintiff's Opposition, Scott Pheasant is again not
14 around the children and is not even involved as a friend or even a handy man in
15 Christie's life because of David's continued harassment of him and his ex-wife.
16 David's jealousy and harassing behavior needs to stop.

17 In response to page 16 line 16 of Plaintiff's Opposition, if David is so
18 concerned and focused about his children's well-being, then why does he not provide
19 proper beds for them? Also, why is he trying to eliminate their mother out of their
20 lives or to make her homeless? In Christie's opinion, it's due to David's greed and
21 control issues.

22 In response to page 17 line 6 of Plaintiff's Opposition, Christie has done
23 everything to comply with the court order as it is written.

24 In response to page 18 line 3 of Plaintiff's Opposition, there were no sexually
25 explicit persons or physical wear inside or outside of the home. There is clearly no
26 evidence of such. There is clearly no evidence of any-one destroying any property
27
28

1 or putting property at risk. **See Exhibit "A"**, photographer attendee witness letter
2 and letter that he was not in use of David's Equipment.

3 In response to page 19 line 15 of Plaintiff's Opposition, Christie is not running
4 a sex club; she did not have an orgy! Nor is she holding any regular events for
5 anything. **See Exhibit "B"**, that Kinky Saloon that that booked the clearly described
6 cos-play event is its own entity not owned or organized by Christie.

7 In response to page 19 line 19 of Plaintiff's Opposition, Christie has offered
8 willingly to follow all the courts suggestions and she did agree and keep such
9 agreement not to have further events, other than the ones that were planned.
10 Plaintiff's counsel admits that David stalked and harassed Christie at this planned
11 event. David is just using this to provide some sort of shock value so the Court
12 might overlook his bad behavior.

13 It is already known Christie enjoys adult themed parties and hosting such. The
14 neighbors were notified about such party and gave consent for the party as well.
15 Christie can get letters from the neighbors that they were notified and agreed and
16 supported such event as to discard his concerns about the neighbors being upset at
17 the event.

18 In fact, in order to harass Christie further, David called the police out to the
19 event and they showed up and left without issue as no laws were being broken. It
20 was a safe, fun private group by invite and rsvp only kinky adult sex positive cos
21 play party. It was clearly not against any law.

22 David should provide names or be held in contempt for his failure to provide
23 the names of the person or persons who are violating Christie's privacy and
24 recording her at the lesbian gay center and in her home. There were also pictures
25 taken at Christie's home when which violated her privacy and privacy of her guests.
26 All evidence should be documented by affidavit of who produced such and or should
27 be removed from the court documents,
28

1 The court should be informed that Plaintiff's counsel has \$57,056.99 in his
2 trust account. Christie believes that all of this should be equally divided between the
3 parties (\$28,528.50 to each party), especially taking into account that the houses are
4 community property and have substantial equity of about \$260,000. This is fair and
5 equitable since David took all the rental income from the Air BNB accounts upon
6 filing for divorce.

7 David has never provided half of the funds that are due from the Air BNB to
8 Christie nor from the sale and profit of the house that was sold. This left David in a
9 much better financial position with Christie having very little funds to even pay for
10 her attorney.

11 David used these Air BNB profits from rental funds to prepay his attorney.
12 David also sold off all furniture of \$20,000 plus value and kept all those funds for
13 himself which was in violation of the JPI. The funds from the sale of the furniture
14 are rightfully half Christies. In truth, Christie was deprived of any and all profits/
15 proceeds that existed in the Air BNB accounts that David used to finance this
16 divorce. As to Christie's yard sale fundraiser **See Exhibit "C"**, documentation letter
17 from witness that none of David's items were for sale at this event. David continues
18 with his fictitious concerns over materials and home just he "does not see any of his
19 items" and "were not present" and he clearly sent a stalker to take pictures of the
20 yard sale without his items in it. There are none of his items present not because they
21 were sold but because they were not there in the first place. Christie has better cared
22 for, improved, and invested in the care for the home more than when David lived in
23 it. Christie for over a year asked David to finish their children's rooms so that their
24 son had a crib and room to sleep in with no progress until Christie hired people to
25 finally finish the home improvements needed. **See Exhibit "D"**, pictures of
26 improvements and invoices" of the extensive lawn clean up Christie was left with
27 when David left the home with-out and yard service or maintenance.
28

1 Christie deserves the same level of financial means that David has had. David
2 has used the parties' joint funds in order to be represented fairly in this court case
3 which has been abusive, extensive and designed to waste money that Christie did
4 not have. David desires for Christie to fold based on the crazy amount of litigation
5 and the fact that David had already taken the community funds he needed to fund a
6 divorce campaign designed to make Christie go broke long before this matter made
7 it to trial.

8 The Court should be informed that there are plenty of other community funds
9 to be distributed in this matter in the very unlikely event that Plaintiff proves the
10 funds in trust are separate property. There is still the pending sale of the Grandview
11 Place property which should sell for about \$427,000 and have about \$40,000 or more
12 in community equity. There is also over \$220,000 in community equity in the
13 primary home based on the W. Maule residence selling for \$500,000 or more. As
14 such, the Court need to have any hesitation about distributing the funds in Plaintiff's
15 counsel's trust regardless of what is determined at the parties' divorce trial. Simply
16 put, there is more than enough community equity to redistribute, if necessary

17 II.

18 POINTS AND AUTHORITIES

19 A. THIS COURT HAS THE AUTHORITY TO ENTER AN 20 ORDER, 21 ALLOWING AN ATTORNEY TO WITHDRAW AS ATTORNEY OF 22 RECORD.

23 Supreme Court Rule 46 entitled "Withdrawal or change of attorney", states
24 in pertinent part as follows:

25 The attorney in an action or special proceeding may be
26 changed at any time before judgment or final determination as
27 follows:

- 28 1. Upon consent of the attorney, approved by the client.

1 2. Upon the order of the court or judge thereof on the
2 application of the attorney or the client.

3 After judgment or final determination, an attorney may
4 withdraw as attorney of record at any time upon the attorneys'
5 filing a withdrawal, with or without the client's consent.

6 Nevada Rule of Professional Conduct 1.16 states:

7 **Declining or Terminating Representation.**

8 (a) Except as stated in paragraph (c), a lawyer shall not
9 represent a client or, where representation has commenced, shall
10 withdraw from the representation of a client if:

11 (1) The representation will result in violation of the Rules
12 of Professional Conduct or other law;

13 (2) The lawyer's physical or mental condition materially
14 impairs the lawyer's ability to represent the client; or

15 (3) The lawyer is discharged.

16 (b) Except as stated in paragraph (c), a lawyer may withdraw
17 from representing a client if:

18 (1) Withdrawal can be accomplished without material
19 adverse effect on the interests of the client;

20 (2) The client persists in a course of action involving the
21 lawyer's services that the lawyer reasonably believes is criminal or
22 fraudulent;

23 (3) The client has used the lawyer's services to perpetrate a
24 crime or fraud;

25 (4) A client insists upon taking action that the lawyer
26 considers repugnant or with which the lawyer has fundamental
27 disagreement;

28 (5) The client fails substantially to fulfill an obligation to
the lawyer regarding the lawyer's services and has been given
reasonable warning that the lawyer will withdraw unless the
obligation is fulfilled;

1 (6) The representation will result in an unreasonable
2 financial burden on the lawyer or has been rendered unreasonably
3 difficult by the client; or

4 (7) Other good cause for withdrawal exists.

5 (c) A lawyer must comply with applicable law requiring notice
6 to or permission of a tribunal when terminating representation.
7 When ordered to do so by a tribunal, a lawyer shall continue
8 representation notwithstanding good cause for terminating the
9 representation.

10 (d) Upon termination of representation, a lawyer shall take
11 steps to the extent reasonably practicable to protect a client's
12 interests, such as giving reasonable notice to the client, allowing
13 time for employment of other counsel, surrendering papers and
14 property to which the client is entitled and refunding any advance
15 payment of fee or expense that has not been earned or incurred. The
16 lawyer may retain papers relating to the client to the extent
17 permitted by other law.

18 EDCR 7.40 states in pertinent part as follows:

19 (b) Counsel in any case may be changed only:

20 (2) When no attorney has been retained to replace the
21 attorney withdrawing, only by order of the court, granted upon
22 written motion therefor, and

23 (i) If the application is made by the attorney, he must include in
24 an affidavit, the address, or last known address of, at which the
25 client may be served with further proceedings taken in the case the
26 event the application upon withdrawal is granted, and he must
27 serve a copy of the application upon the client and all other parties
28 to the action or their attorney's.....

**B. THIS COURT HAS AUTHORITY TO FORECLOSE
COUNSEL'S RETAININGS'S FEE LIEN.**

NRS 18.015 states:

Sec.1. An attorney at law shall have a lien:

1 (a) Upon any claim, demand or cause of action, including any claim for
2 unliquidated damages, which has been placed in the attorney's hands
3 by a client for suit or collection, or upon which a suit or other action
4 has been instituted.

5 (b) In any civil action, upon any file or other property properly left in
6 the possession of the attorney by a client.

7 2. A lien pursuant to subsection 1 is for the amount of any fee which
8 has been agreed upon by the attorney and client. In the absence of an
9 agreement, the lien is for a reasonable fee for the
10 services which the attorney has rendered for the client.

11 3. An attorney perfects a lien described in subsection 1 by serving
12 notice in writing, in person or by certified mail, return receipt
13 requested, upon his or her client and, if applicable, upon the
14 party against whom the client has a cause of action, claiming the lien
15 and stating the amount of the lien.

16 4. A lien pursuant to:

17 (a) Paragraph (a) of subsection 1 attaches to any verdict, judgment or
18 decree entered and to any money or property which is recovered on
19 account of the suit or other action; and

20 (b) Paragraph (b) of subsection 1 attaches to any file or other property
21 properly left in the possession of the attorney by his or her client,
22 including, without limitation, copies of the attorney's file if the original
23 documents received from the client have been returned to the client,
24 and authorizes the attorney to retain any such file or property until such
25 time as an adjudication is made pursuant to subsection 6, from the time
26 of service of the notices required by this section.

27 5. A lien pursuant to paragraph (b) of subsection 1 must not be
28 construed as inconsistent with the attorney's professional
responsibilities to the client.

6. On motion filed by an attorney having a lien under this section, the
attorney's client or any party who has been served with notice of the
lien, the court shall, after 5 days' notice to all interested

1 parties, adjudicate the rights of the attorney, client or other parties and
2 enforce the lien.

3 7. Collection of attorney's fees by a lien under this section may be
4 utilized with, after or independently of any other method of collection.

5 Sec. 2. The amendatory provisions of this act apply to any fee for the
6 services of an attorney incurred by a client for services rendered
7 before, on or after July 1, 2013.

8 Sec. 3. This act becomes effective on July 1, 2013.

9
10 As provided by statute, the retaining's lien is for the amount of the fee which
11 has been agreed upon by the attorney and the client. Gordon v. Stewart, 74 Nev.
12 115, 324 P24 (1958). The affidavit included herein shows that an agreement on the
13 attorney's fees that would be charged was reached and shows the total fee which was
14 accrued and which remains due and owing, including a reasonable attorney's fee for
15 attorney's cost of suit.

16 Pursuant to *Brunzell v. Golden Gate Nat'l Bank*, in addition to hourly time
17 schedules, the court may consider the following factors in an award of attorney's
18 fees.

19 (1) The qualities of the advocate: his ability, his training, education,
20 experience, professional standing and skill;

21
22 (2) The character of the work to be done: its difficulty, its intricacy, its
23 importance, time and skill required, the responsibility imposed and the prominence
24 and character of the parties where they affect the importance of the litigation;

25
26 (3) The work actually performed by the lawyer: the skill, time and attention
27 given to the work;

1 (4) The result: whether the attorney was successful and what benefits were
2 derived. *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349 (1969)

3
4 I have practiced almost exclusively as a Family Law attorney for over twenty
5 (20) years. I have argued before the Supreme Court of Nevada and was Appellant's
6 attorney in the landmark case of *Rivero v. Rivero*, 216 P.3d 213 (2009). I was hired
7 by Defendant based on my long-time experience as a Family Law attorney. In other
8 words, I was hired by Defendant based on my quality as an advocate.

9 The character of the work to be done in this matter was of the upmost
10 importance. As this practice area touches peoples' lives in the most intimate of ways,
11 it requires skill and delicacy to ensure that enough time and attention is paid to the
12 matter to deal with each case's intricacies. Indeed, there is no more important task
13 than protecting and working with the dynamics of each individual family.

14 Each matter that crosses my desk receives extreme scrutiny and the upmost
15 attention to detail. A large majority of the work on each matter is done exclusively
16 by myself which allows tailoring to the specific situation at hand and not just form
17 documents to be submitted. I personally handle the day to day tasks on this case and
18 am extremely well versed on the facts, law and issues surrounding it. As such, the
19 billing on this matter is reasonable and can be submitted should this court deem it
20 proper to grant fees in this matter.

21 As it is also clear that the lien has been perfected by the service of this Notice
22 of Perfection of Lien upon the client and the Plaintiff and all of the other parties to
23 this lawsuit, this Court is hereby requested to forthwith allow for BRIAN J.
24 STEINBERG, ESQ., to withdraw as attorney of record and to adjudicate and enforce
25 the lien by entering judgment against the Defendant, **CHRISTIE LEANN**
26 **STUCKE** in favor of the Steinberg Law Group, in the sum of \$12,723.25 in unpaid
27 attorney's fees and costs.
28

1 It is further requested that the Court declare a lien in the total sum of
2 \$12,723.25, plus any unpaid expenses against the Defendant.

3 **C. Motion to Receive Share of Funds in Plaintiff's Counsel's Trust**

4 Present counsel is aware that Defendant would like him to remain as her
5 counsel. However, Defendant understands that she already owes substantial funds
6 to counsel which will likely increase dramatically based on the escalation of
7 litigation imposed by Plaintiff. Counsel believes there is over \$25,000 in community
8 funds held in Plaintiff's counsel's trust account. As such, there is sufficient funds to
9 catch Defendant up on her account wherein counsel would be willing to remain in
10 the case. The Court may make these funds available pursuant to NRS 125.040.

11 **NRS 125.040 Orders for support and cost of suit during pendency**
12 **of action.**

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

- 16 (a) To provide temporary maintenance for the other party;
17 (b) To provide temporary support for children of the parties; or
18 (c) To enable the other party to carry on or defend such suit.

19 2. The court may make any order affecting property of the parties,
20 or either of them, which it may deem necessary or desirable to
accomplish the purposes of this section. Such orders shall be made by
the court only after taking into consideration the financial situation of
each of the parties.

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

23 **III.**

24 **CONCLUSION**

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

- 27 1. For an Order denying the Plaintiff's Countermotion in its entirety;
28


2. For an Order that Defendant's counsel be allowed to withdraw if the Court does not divide funds in Plaintiff's counsel's trust account;

3. For such other relief as the Court deems necessary and proper under the circumstances.

4. For such other relief as the Court deems necessary and proper under the circumstances.

DATED this 18th day of June, 2019.

STEINBERG & DAWSON LAW GROUP


BRIAN J. STEINBERG, ESQ.
New York, New York 10017

BRIAN J. STEINBERG, ESQ.

Nevada Bar No. 5787

DANIELLE DAWSON, ESQ.

Nevada Bar No. 11792

4270 S. Decatur Blvd., Suite B10

Las Vegas, Nevada 89103

Telephone: (702) 384-9664

Facsimile: (702) 384-9668

Email: brian@steinberglawgroup.com

Email: Danielle@steinberglawgroup.com

Attorney for Defendant

[illegible]

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.

3. That I respectfully request that my counsel be allowed to withdraw if the Court does not divide funds in Plaintiff's counsel's trust account;

FURTHER, AFFIANT SAYETH NAUGHT.

On this 19th day of June, 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 Group
3 and that on June 14, 2019, pursuant to N.R.C.P. 5(b)(2)(D), and EDCR 8.05, a true
4 and correct copy of the Defendant's Reply To Plaintiff's Partial Opposition To The
5 Motion To Withdraw As Attorney Of Record For Defendant; Notice Of Perfection
6 Of Attorney's Lien On The Defendant For Unpaid Fees And Costs And Alternative
7 Motion To Release Community Funds In Trust and Defendant's Opposition To The
8 Countermotion For Reconsideration Of Portions Of The May 6, 2019 Order,
9 Preservation Of The Marital Estate; For An Order To Show Cause And Hold
10 Defendant In Contempt Of Court Order; And For Attorney's Fees was served on
11 Defendant by:


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

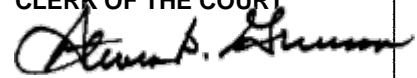
14 _____ Via Facsimile at the number(s) identified below:

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

16 _____
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 Plaintiff

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



EXHS
STEINBERG & DAWSON LAW GROUP
BRIAN J. STEINBERG, ESQ.
Nevada Bar No. 5787
DANIELLE DAWSON, ESQ.
Nevada Bar No. 11792
4270 S. Decatur Blvd., Suite B10
Las Vegas, Nevada 89103
Telephone: (702) 384-9664
Facsimile: (702) 384-9668
Email: brian@steinberglawgroup.com
Email: Danielle@steinberglawgroup.com
Attorney for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DAVID PATRICK STUCKE,

Plaintiff,

vs.

CHRISTIE LEANN STUCKE,

Defendant.

CASE NO: d-18-580621-d
DEPT NO: f

DATE: June 25, 2019
TIME: 10:30 a.m.

PLAINTIFF'S EXHIBIT APPENDIX TO DEFENDANT'S REPLY TO
PLAINTIFF'S PARTIAL OPPOSITION TO THE MOTION TO
WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT; NOTICE
OF PERFECTION OF ATTORNEY'S LIEN ON THE DEFENDANT FOR
UNPAID FEES AND COSTS AND ALTERNATIVE MOTION TO
RELEASE COMMUNITY FUNDS IN TRUST
AND
DEFENDANT'S OPPOSITION TO THE COUNTERMOTION FOR
RECONSIDERATION OF PORTIONS OF THE MAY 6, 2019 ORDER,
PRESERVATION OF THE MARITAL ESTATE; FOR AN ORDER TO
SHOW CAUSE AND HOLD DEFENDANT IN CONTEMPT OF COURT
ORDER; AND FOR ATTORNEY'S FEES

1 COMES NOW the Defendant, **CHRISTINE LEANN STUCKE**, by and
2 through her legal counsel, **BRIAN J. STEINBERG, ESQ.** of the **STEINBERG**
3 **& DAWSON LAW GROUP**, and submits the following Exhibits in support of
4 her Reply To Plaintiff's Partial Opposition To The Motion To Withdraw As
5 Attorney Of Record For Defendant; Notice Of Perfection Of Attorney's Lien On
6 The Defendant For Unpaid Fees And Costs And Alternative Motion To Release
7 Community Funds In Trust And Defendant's Opposition To The Countermotion
8 For Reconsideration Of Portions Of The May 6, 2019 Order, Preservation Of The
9 Marital Estate; For An Order To Show Cause And Hold Defendant In Contempt
10 Of Court Order; And For Attorney's Fees.

11
12 Table of Contents:

13 Exhibit A: Letter from Joseph Shaul;

14 Exhibit B: Kinky Salon print out;

15 Exhibit C: Letter from Jennifer Forrester-Raymond;

16 Exhibit D: Pictures and invoice from Centerpoint Landscaping.

17 **DATED** this 19th day of June, 2019.

18 **STEINBERG & DAWSON LAW GROUP**

19
20
21 

22 **BRIAN J. STEINBERG, ESQ.**

23 Nevada Bar No. 5787

24 4270 S. Decatur Blvd., Suite B10

25 Las Vegas, Nevada 89103

26 Telephone: (702) 384-9664

27 Facsimile: (702) 384-9668

28 Email: brian@steinberglawgroup.com

Attorney for Defendant

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

STUCKE-0628

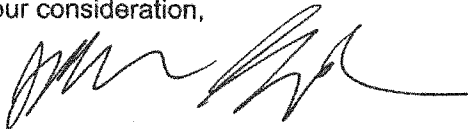
EXHIBIT “A”

I would like to submit to the court the following inaccuracies in testimony:

1. On the event in question on May 4, 2019, I was using my own photographic equipment - and only my own photographic equipment - as a private individual taking pictures on a purely unpaid and uncompensated basis. The gear at the house was of inferior quality with inadequate power and features. While I am a paid photographer, I do weddings and events; cosplay silliness like this is just for fun.
2. The photos in question were not pornographic in nature and were intended to be purely humorous. While some costumes included partial nudity, none were more overtly sexual, than photos I take in public venues for work or an evening walk down Fremont Street. The photo area was in full view of the rest of the party, as can be clearly seen in the photograph submitted as evidence with multiple tables full of clothed people in the background; the privacy screen separated the backyard from the street.
3. While I was not compensated to appear at the event or reimbursed for wear and expenses, I can guarantee that there was a paid and sober doorman performing security and checking IDs at all times - something I verified before leaving my car full of gear in front of the house.
4. I visited the garage sale looking for furniture for a friend's apartment. If there was photographic equipment, I would have noticed; there was not.

Thank you for your consideration,

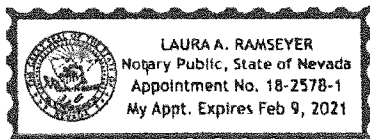
Joseph Shaul.



Please contact me if needed at 608-516-2979.

State of Nevada
County of Clark

This instrument was acknowledged before me on 06/10/19
by Joseph Shaul who personally appeared before me, Laura A.
Ramseyer, Notary Public.



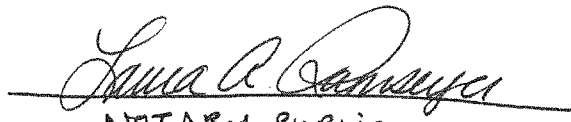

NOTARY PUBLIC

EXHIBIT “B”

≡ MENU

WELCOME

Kinky Salon Las Vegas is a themed, costumed, sex positive, body positive, arty, queer, immersive, consent based, community driven, sexually explicit art experience. It's been happening in San Francisco since 2003 and has happened in cities all over the world.



We promote sexual liberation by hosting community gatherings where sex is integrated into the social fabric of the events. Kinky Salons are parties. They are really, really fun parties with costumes, art, dancing, and performance, as well as areas where people can be

playfully sexual. Creativity is the focus of the events, and sex is just one way to express yourself at a Kinky Salon. We call it a Sex Culture Revolution. Find out about our global community at www.kinkysalon.com

If you are interested in joining the core team that makes KSLV happen, then please let us know

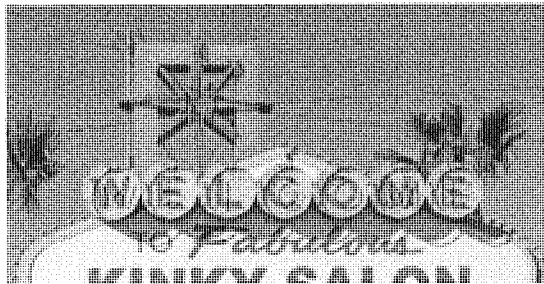


- EVENTS -

Protected: May 4th Photos

May 4 2019: May the 4th be with you

Mar 26 2019: Social at ReBar



Kinky Salon Las Vegas

Closed group · 374 members

Join Group

Kinky Salon is a themed, costumed, sex positive, body positive, arty, queer, immersive, consent based, community driven, sexually explicit art experie...

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≡ MENU

HISTORY



*Polly Superstar, Kinky Salon
Founder*

San Francisco has a long history of sexual permissiveness, and the backstory of counter culture sex parties is rich. Before Kinky Salon there was a lineage of events blending community with art and sexuality, all the way back to the swinging '60s. The AIDS crisis in the '80s knocked the wind brutally out of the sails of the blossoming sex culture in San Francisco. By the time I arrived here in 1999 it was ready for another bloom.

I founded Kinky Salon in April 2003 with Scott Levkoff, who was my co-producer and partner. The first event was an after-party for a big

fetish ball being held nearby our community space in the Mission District of San Francisco. The combination of color, creativity, community and diverse, authentic sexuality became hugely popular, and within a couple of years the events were twice a month and bursting at the seams.

When we started, things looked very different. At first, Kinky Salon did not have themes. We had a couple of special events with themes and realized what a difference it made to the vibe. People got excited about creating a costume, exchanging ideas, hosting sewing nights and going shopping together—it became a community activity. Creativity bubbled up, and next thing we knew we had a party full of the most ridiculously sexy people we had ever seen. Costuming takes the seriousness out of the sexually charged vibe.

Some people are surprised to hear that we didn't have sex at the first Kinky Salons. Although they were always sexy, the sex didn't really start happening until a couple of years in. There was some action, in dark corners. We had a spanking bench, and there were certainly plenty of kinky escapades, but it took a couple of years before we added dedicated play spaces, designed specifically for people to have sex. Or, as we dubbed them, the “horizontal socializing space.”

The structure of the event developed over the next few years, and eventually became a tried and tested magic formula. In 2009, I wrote it all down in the first Kinky Salon guidebook, and shared it with an event producer in Austin who created the first local Kinky Salon

chapter. Soon after, we hosted a series of workshops called “Booty Camp,” and trained up one of our core volunteers who was moving to London. She took the formula with her and London became the first event in Europe.

I hosted Kinky Salon with Scott until 2011, and then we parted ways so that Scott could focus on other projects. I now host Kinky Salon in Las Vegas, San Francisco, and Los Angeles, and I guide the global Kinky Salon community.

To learn more about the history of Kinky Salon, where I came from, and a deeper look into the ethos, pick up a copy of my memoir Polly: Sex Culture Revolutionary.

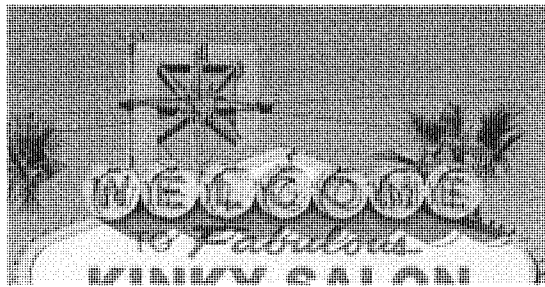
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Closed group · 374 members

Join Group

Kinky Salon is a themed, costumed, sex positive, body positive, arty, queer, immersive, consent based, community driven, sexually explicit art experie...

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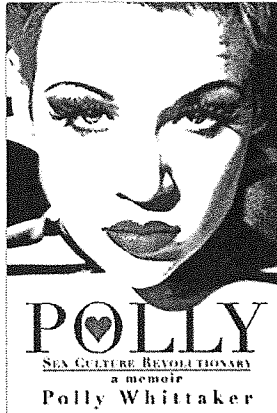
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Polly Whittaker

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Polly: Sex Culture Revolutionary

Paperback – September 29, 2014

by Polly Whittaker (Author)

64 customer reviews

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Polly has lived three lives: A rebellious latex fashion designer with a penchant for dancing on tables, an irrepressibly optimistic social innovator with a mad plan to save the world, and a lonely girl defined by the death of her father. This powerful memoir, told with great honesty and sharp humor, vividly captures the failures and triumphs of a young woman struggling to understand the meaning of her own existence, while pursuing her dreams to effect cultural change. This is a true story from the


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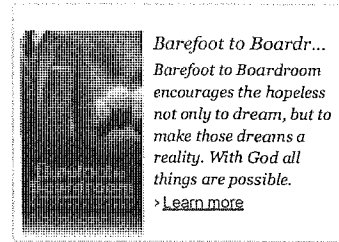
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Ad feedback

Product details

Paperback: 314 pages
Publisher: Moral Minority, Inc (September 29, 2014)
Language: English
ISBN-10: 0990409813
ISBN-13: 978-0990409816
Product Dimensions: 5.5 x 0.7 x 8.5 inches
Shipping Weight: 14.9 ounces (View shipping rates and policies)
Average Customer Review: 64 customer reviews
Amazon Best Sellers Rank: #2,206,430 in Books (See Top 100 in Books)
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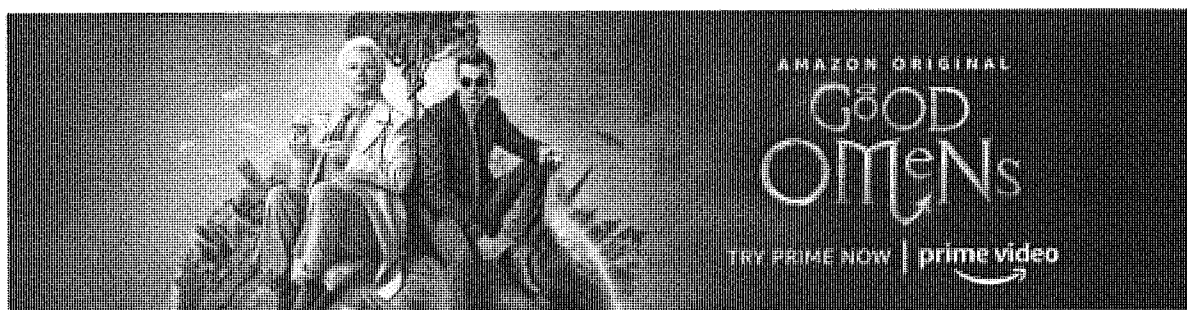
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3 star	3%
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great read	reading her book	book made	life filled with love	

Showing 1-8 of 64 reviews

Top Reviews

Scott

Unicorns, lies and truth.

March 9, 2015

Format: Kindle Edition Verified Purchase

As a straight, white male who has never been to a play party or worn any latex outfits, I think it's safe to say that "Yes, I do have a lot in common with Polly Whittaker". Okay, no, I'm lying. I have very little in common with her, except that we both think her book is fantastic. (And if she doesn't agree, that's okay; I'm right, you're wrong, Polly.)

This is one of the best autobiographies I've read in a while. It shows the struggles of a woman trying to not only find her place in the world, but make it a better one at the same time. Coupled with tragedies from her youth, and a sense that she doesn't always fit in, her tale weaves past and present, while introducing us all to sex, personal growth, trying to stay fluid in a non-monogamous relationship, the fun (and sometimes stress) of throwing together incredible parties, and most importantly, Sparklepony the unicorn.

This book is free this month as part of the Kindle Unlimited program. If you're part of that program, go grab this book. If you're not, it's only \$3.99. It's not a long read, but it's deep and smart and witty. She has a great sense of style, and it's worth twice that price.

I said at the beginning I don't have anything in common with Polly. Okay, I lied again. What I think I liked most 2 people found this helpful

Helpful

Comment

Report abuse

Michael E. Horgan

La Petite Mort

November 19, 2016

Format: Kindle Edition Verified Purchase

I am not quite sure what to say about the book? I found the book to provide a point of view about sex or an attitude that was enlightening to me. What I know I learned from TV which is a cultural distraction and is in the way of relating sexually. Polly seems to thrive in a sex positive environment. There are lots of options to consider that work.

One person found this helpful

Helpful

Comment

Report abuse

JenB

Mind Opening!!

October 6, 2014

Format: Kindle Edition Verified Purchase

This is one of those books you start reading slower as you go because you don't want it to end! Polly has lived a vivid life filled with love, loss, and passion. Her ability to openly share these unique and very private stories has opened my eyes. It has given me the courage to finally take the steps towards my own sexual revolution! Take the step with me and read this unforgettable memoir!

One person found this helpful

Helpful

Comment

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Byron Brown

intelligent and vulnerable memoir of life in the world of ...

September 23, 2016

Format: Kindle Edition Verified Purchase

Interesting, intelligent and vulnerable memoir of life in the world of radical sexuality as it blossomed in the Bay Area in the 1990s and 2000s.

Helpful

Comment

Report abuse

33333

Great read! Thanks for being so prompt with the ...

March 8, 2016
Format: Paperback Verified Purchase
Great read! Thanks for being so prompt with the shipping!

Helpful

Comment

Report abuse

curious

Read the reviews

October 8, 2016
Format: Paperback Verified Purchase
Not as interesting as expected.

One person found this helpful

Helpful

Comment

Report abuse

Danielle J.

I couldn't put this down!

August 26, 2014
Format: Kindle Edition Verified Purchase
I couldn't put this down! Always bold and at turns funny then heartbreaking -- her story is told with bare naked honesty. You are a brave woman Polly. Loved the book.

Helpful

Comment

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CalTiz

Five Stars

May 1, 2016
Format: Kindle Edition Verified Purchase
Awesome memoir. Raw and engaging. Loved every page.
One person found this helpful

Helpful

Comment

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EXHIBIT “C”

June 7, 2019

To Whom It May Concern;

On May 18th and 19th was our 1st ever Community Rummage (Yard) Sale with proceeds going to financing the 1st annual Poly Prom Night. We requested community members to do one of two things, either donate items you wish to get rid of OR sell your items, marked, labeled with initials and prices, and they keep 50% of the profit. We were also looking for volunteers to help set up and prepare for this event as well as clean up. All unsold left behind items will be donated to a charitable non for profit organization. To my knowledge, this has not happened as of this time.

I not only brought items to the Rummage Sale, but was there both days to help set up, sell and clean up after. The items we were selling were donated from members of the community. There were women's clothing, women's costume jewelry, Gaming Chair (that I brought to sell), vacuum cleaners, baby items (clothes, strollers, infant bassinet, swings, stuffed animals, etc.) that Christie Stucke's children had outgrown and various other miscellaneous items that were donated by the community. There were no men's clothing, furniture or anything related, to my knowledge, belonging personally to David Stucke. Items that were present at the sale but not for sale were furniture that were in the garage and used for display surfaces only, such as a pool table, foldable table, couches and chairs. The only items that did sell were my vacuum cleaner and my steam cleaner as well as two purses that were donated by a member of our community. In all, we made a \$12 profit for our Poly Prom Night. Christie Stucke did not personally profit from this Rummage Sale.

I am including the photos that I used in advertising our Rummage Sale. I am unaware of any other photos that were taken for this purpose other than myself, Christie or any other volunteers that assisted. I feel that any other photos that were taken, without permission on private property, is an invasion of privacy.

Also, the Prom Committee is hosting an Auction to raise money for the prom. This Auction event will be at my home not at Christie Stucke's. Any photos that are used in any court case that are taken in my home should not be used as evidence as I am not giving permission to anyone to take photos in my home and I will reserve the right to evict anyone doing so, if they return they will be sighted for trespassing.

Sincerely,

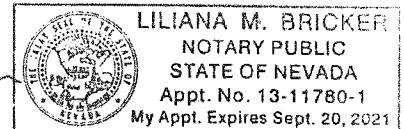
Jennifer Forrester-Raymond

STATE OF NEVADA
COUNTY OF Clark

The foregoing instrument was acknowledged before
me this 11 day of June, 2019
by Jennifer Forrester-Raymond

[Signature]
Notary Public's Signature
My Commission Expires Sept 20, 2021

Liliana Bricker
Notary Name

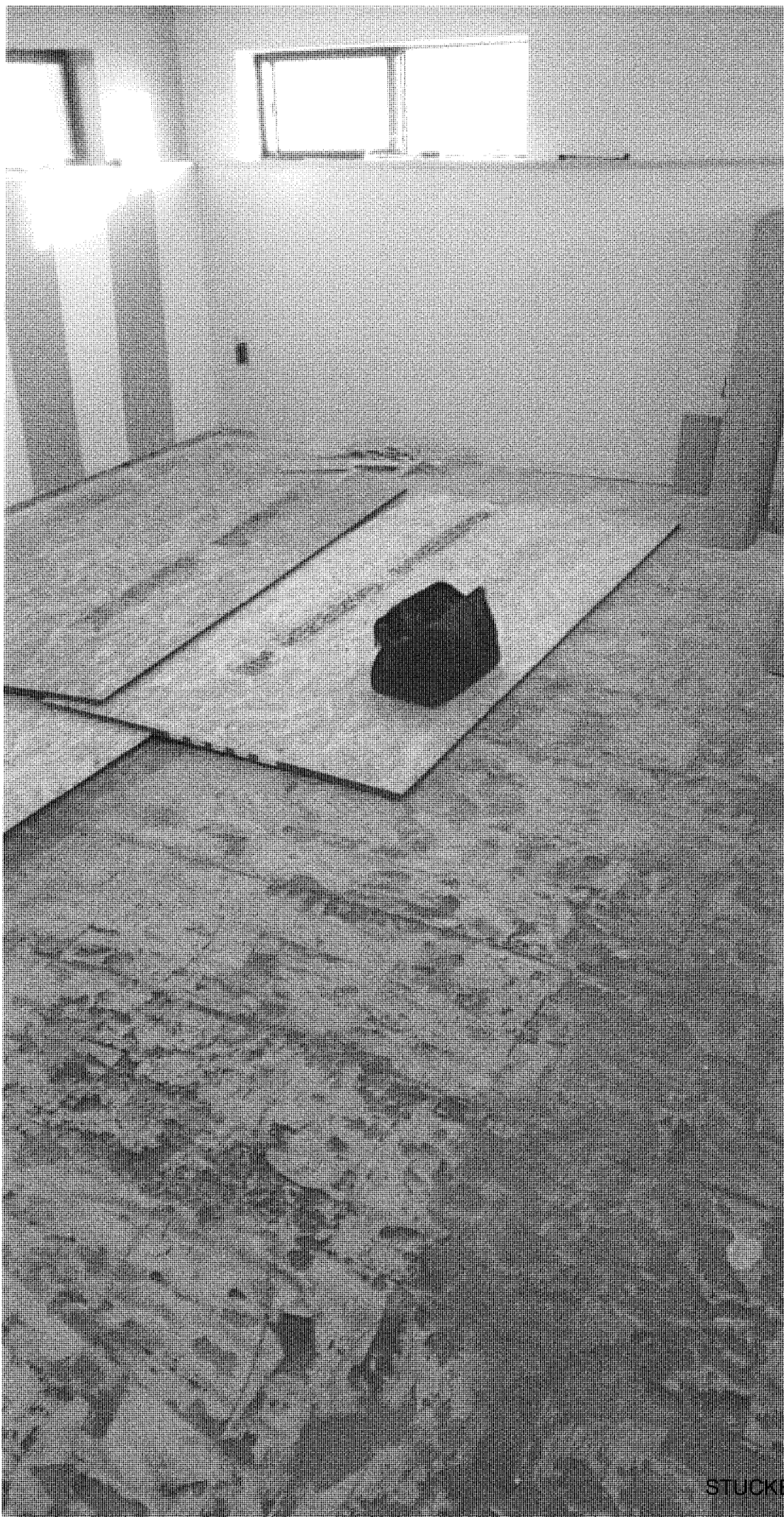


STUCKE-0646

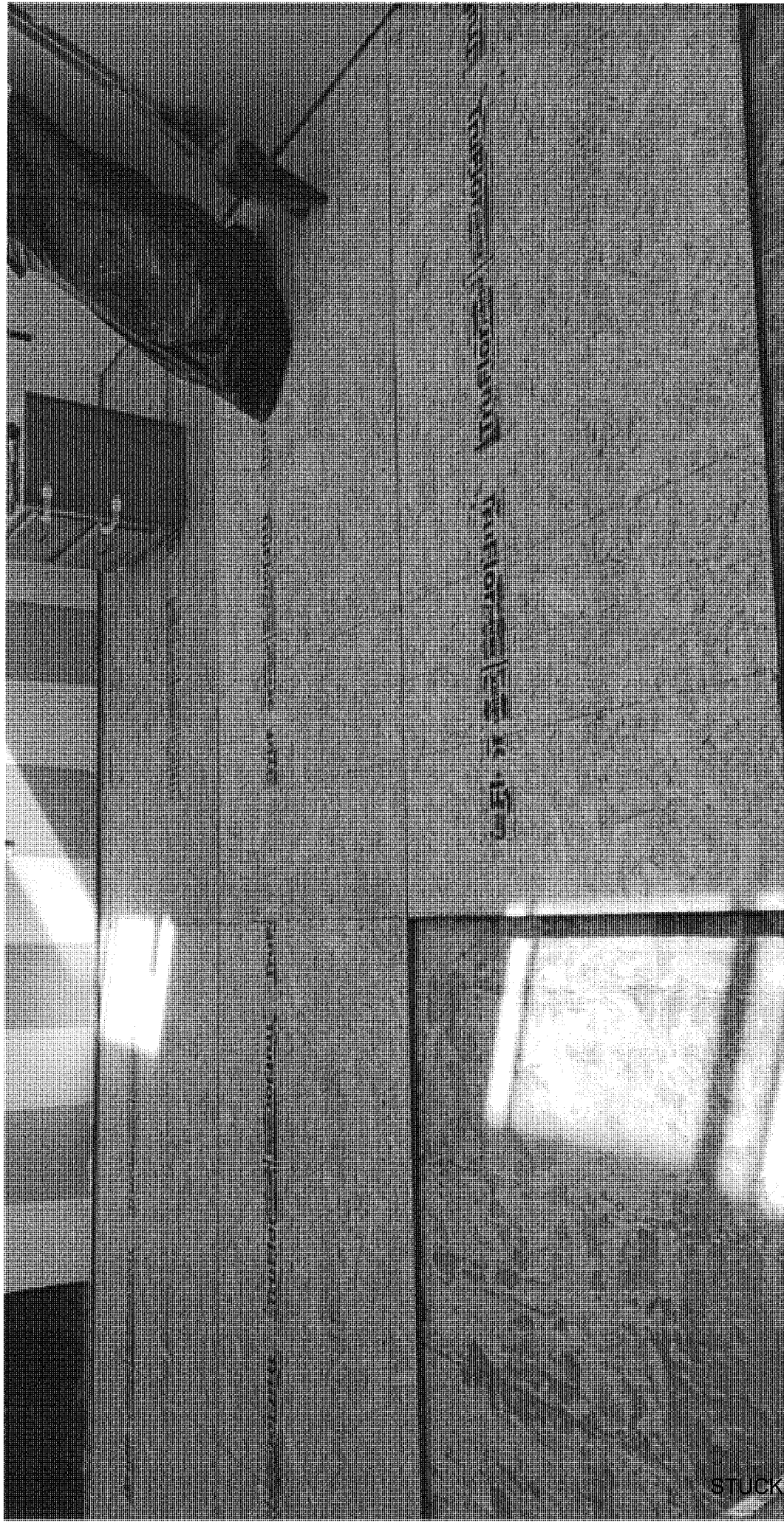
EXHIBIT “D”



STUCKE-0648



STUCKE-0649





CENTERPOINT LANDSCAPING SERVICES

Order # 0816

ES
16

(702) 564-1853

Date/Time: _____

Crew Leader: _____

Customer Name: CARISTIE STUCKE

Address: 3485 W MAUL Zip: _____

Phone: _____ Email: _____

Qty.	Tree Trimming/Removal - Irrigation Parts - Flowers - Etc. Items	Sug. Price
	TRIM BUSHES	\$200
	CLEAR LANDSCAPE	
Time Spent	Labor Needed for Completed Job Description of Labor Needed	Quoted Price

Supervisor Initials: JS

Date: _____

Payment: Current Customer bill to account ☐ Other ☐

Job Complete: ☒ Extra work needed Operation Mang. Call ☐

Notes

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CENTERPOINT LANDSCAPING SERVICES

Order # 0815

(702) 564-1853

Date/Time: _____

Crew Leader: _____

Customer Name: CARISTIE STUCKE

Address: 3485 W MAUL Zip: _____

Phone: _____ Email: _____

Qty.	Tree Trimming/Removal - Irrigation Parts - Flowers - Etc. Items	Sug. Price
	TRIM PALM TREES	\$450
	PULL WEEDS	
Time Spent	Labor Needed for Completed Job Description of Labor Needed	Quoted Price

Supervisor Initials: JS

Date: _____

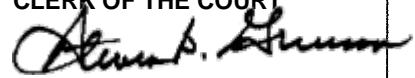
Payment: Current Customer bill to account ☐ Other ☐

Job Complete: ☒ Extra work needed Operation Mang. Call ☐

Notes

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STUCKE-0651



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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

9 **DAVID PATRICK STUCKE,**

10 Plaintiff,

11 vs.

12 **CHRISTIE LEANN STUCKE,**

13 Defendant.

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

15 **NOTICE OF ENTRY OF ORDER**

16 **PLEASE TAKE NOTICE** that an Order was entered in the above-captioned matter on
17 the 1st day of August 2019, a true and correct copy of which is attached hereto.

18 **DATED** this 2nd day of August 2019.

20 **STEINBERG & DAWSON LAW GROUP**

21 
22 **BRIAN J. STEINBERG, ESQ.**

23 Nevada Bar No. 5787
24 4270 S. Decatur Blvd., Suite B10
25 Las Vegas, Nevada 89103
26 Telephone: (702) 384-9664
27 Facsimile: (702) 384-9668
28 Email: brian@steinberglawgroup.com
Attorney for Plaintiff

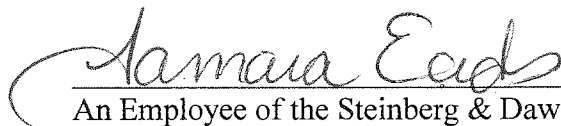
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Steinberg & Dawson Law Group and that on August 1, 2019, pursuant to N.R.C.P. 5(b)(2)(D), and EDCR 8.05, a true and correct copy of the Notice of Entry Of Order was served on Defendant by:

- ☐ 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:
- ☒ Via Electronic mail utilizing the Odyssey E-file and Serve system to the person(s) identified below as follows:

Vincent Mayo, Esq.
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Defendant


An Employee of the Steinberg & Dawson Law Group



ORDR

STEINBERG & DAWSON LAW GROUP

BRIAN J. STEINBERG, ESQ.

Nevada Bar No. 5787

4270 S. Decatur Blvd., Suite B10

Las Vegas, Nevada 89103

Telephone: (702) 384-9664

Facsimile: (702) 384-9668

Email: brian@steinberglawgroup.com

Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DAVID PATRICK STUCKE,

Plaintiff,

vs.

CHRISTIE LEANN STUCKE,

Defendant.

CASE NO: D-18-580621-D

DEPT NO: F

DATE: June 28, 2019

TIME: in chambers

ORDER

BRIAN J. STEINBERG, ESQ., of **STEINBERG & DAWSON LAW GROUP,**
having moved this Court for an order to perfect the attorney's lien for unpaid fees and unpaid
costs incurred, to foreclose an attorney's lien on the Defendant for unpaid fees and costs and to
withdraw as attorney of record for Defendant and no response having been received or filed by
the Defendant, after the Motion was mailed to Plaintiff and to Defendant on May 22, 2019 via
regular U.S., and good cause appearing:

IT IS HEREBY ORDERED that **BRIAN J. STEINBERG, ESQ.,** of **STEINBERG**
& DAWSON LAW GROUP, is hereby withdrawn as counsel of record for the Defendant,
CHRISTIE LEANN STUCKE.

IT IS FURTHER ORDERED that **STEINBERG & DAWSON LAW GROUP** is hereby granted judgment against Defendant, **CHRISTIE LEANN STUCK**, in the amount of **\$12,723.25**, ~~plus any unpaid expenses~~ against the Defendant in accordance with the parties' signed retainer agreement and that this amount shall bear interest at the rate prescribed by NRS 17.130 and it is reduced to judgment.

IT IS FURTHER ORDERED that a copy of this Order shall be mailed to the Defendant and to the Plaintiff.

In accordance with EDCR 7.40, the Plaintiff's last known address is as follows:

Christie Stucke
3485 W. Maule Avenue
Las Vegas, NV 89118

DATED the 30th day of July, 2019.

Tenise Hobbs
DISTRICT COURT JUDGE

STEINBERG & DAWSON LAW GROUP

DENISE L. GENTILE

BRIAN J. STEINBERG, ESQ.

Nevada Bar No. 5787

4270 S. Decatur Blvd., Suite B10

Las Vegas, Nevada 89103

Attorney for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

July 29, 2019

D-18-580621-D David Patrick Stucke, Plaintiff
vs.
Christie LeeAnn Stucke, Defendant.

July 29, 2019 10:00 AM Minute Order

HEARD BY: Gentile, Denise L**COURTROOM:** Chambers**COURT CLERK:** Melissa McCulloch**PARTIES:**

Christie Stucke, Defendant, Counter Claimant, Brian Steinberg, Attorney, not present
not present
David Stucke, Plaintiff, Counter Defendant, Vincent Mayo, Attorney, not present
not present
David Stucke, Subject Minor, not present
Sarah Stucke, Subject Minor, not present

JOURNAL ENTRIES

- COURT FINDS that it inadvertently omitted its ruling on the Countermotion filed by Plaintiff. COURT ISSUES this Minute Order to address outstanding requests made therein. COURT has read and considered the arguments of the parties, and makes the following Orders:

COURT FINDS that it made its decision as it relates to Scott Pheasant based upon the representation that he does not reside in the parties' residence. COURT FINDS Plaintiff's Countermotion is seeking the following:

(1) The Court to reconsider its Orders issued in the May 6, 2019 Minute Order

Plaintiff alleges that this Court did not address the issue with Scott Pheasant being around the children, and requests this Court to provide findings as to why Scott does not pose a threat to the

PRINT DATE:	07/29/2019	Page 1 of 3	Minutes Date:	July 29, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

STUCKE-0656

children, or in the alternative, to reconsider its prior ruling. In response to the Plaintiff's request for findings, the Court is not required to make FINDINGS on Motion hearings. COURT CONCLUDES that the law states, "as for the appellants' contention that the trial court failed to make separate findings of fact and conclusions of law in compliance with NRCP 52(a) before entry of judgment, it is obvious that they have overlooked the fact that these requirements apply only to those actions tried upon the facts." Britz v. Consol. Casinos Corp., 87 Nev. 441, 447, 488 P.2d 911, 916 (1971); In re McLean's Estate, 78 Nev. 60, 63, 368 P.2d 872, 873 (1962). The Supreme Court stated, "we have no way of determining what evidence, if any, was considered by the lower court which resulted in the exercise of its [pure] discretion to deny appellant's motion. In the absence thereof, we cannot assume that the lower court was guilty of an abuse of discretion."

COURT ORDERS that Scott Pheasant should not be in the W. Maule residence either present to participate in sexual activities with Defendant's poly group, her classes, events, or with her roommate, because Defendant represented that her events and her participation in said sexual activities only occur outside the presence of the children. In this regard, Defendant is forbidden to permit Scott Pheasant to reside in the home, and he should not be in the home when the children are present.

(2) The Court to grant Plaintiff exclusive possession of the W. Maule residence

COURT ORDERS that the exclusive possession of the residence shall remain with Mom. HOWEVER, COURT IS DISPLEASED with the information presented in the Countermotion, as it suggests that Defendant blatantly lied to the Court as she represented she would NOT hold any further parties beyond the one scheduled in April on the Sunday just after the last hearing on April 17, 2019 which was the oral pronouncement this Court made and the subsequent order entered by this Court. That being said this Court shall issue an Order to Show Cause why Defendant shall not be held in contempt for her failure to comply with the Orders, and if found that she has violated the Orders willfully, she is subject to a \$500 fine for each violation, which includes each time any single person entering the residence at the time of any such party or event, because this Court specifically said no parties shall be conducted at the W. Maule residence and then reiterated the same order on May 6, 2019. In this regard, if the offer of proof is true, and as an example only, if 50 people were in the W. Maule residence on May 4, 2019, Defendant is potentially in contempt 50 times. COURT may ALSO sentence Defendant to up to 25 days in jail for each violation.

Accordingly, this COURT CAUTIONS MOM that the ORDERS are not SUGGESTIONS, THEY ARE MANDATORY.

(3) The Court to enter Order preventing Defendant from closing down the marital business

PRINT DATE:	07/29/2019	Page 2 of 3	Minutes Date:	July 29, 2019
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STUCKE-0657

COURT GRANTS this request. Defendant is PROHIBITED from closing the businesses, or she may be held responsible to compensate Plaintiff for his community interest in the businesses and any lost profits that the businesses would have generated if the businesses were not closed. Should Defendant do anything to devalue or close the businesses, she may be held in violation of the Joint Preliminary Injunction and Dad may be awarded money damages for her failure to properly protect the community asset.

(4) The Court to issue an Order to Show Cause against Defendant

COURT GRANTS this request. Plaintiff should submit a proposed Order to Show Cause why Defendant should not be held in contempt for violation of the Court's prior Order as it pertains to the house party conducted beyond the weekend after the April 17, 2019 hearing as this Court did not permit any future parties to occur and any attendees to enter the W. Maule residence. Any violation of the joint preliminary injunction shall be heard at the time of trial.

(5) The Court to award attorney's fees to Plaintiff

COURT ORDERS that attorney's fees will be considered at the time of the hearing on the Order to Show Cause.

COURT ORDERS Plaintiff shall prepare and submit to the Court a proposed Order consistent with this Minute Order.

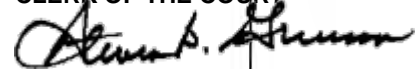
CLERK'S NOTE: On 7/29/19 a copy of the Court's Minute Order was placed in each Attorney's folder located in the Clerk's Office. (mm)

FUTURE HEARINGS: August 20, 2019 1:30 PM Pre Trial Conference
Gentile, Denise L
Courtroom 03
Slayton, Andrea

PRINT DATE:	07/29/2019	Page 3 of 3	Minutes Date:	July 29, 2019
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STUCKE-0658



MOT

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,)	
	)	ORAL ARGUMENT REQUESTED
Defendant.)	

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 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.

**MOTION TO CHANGE CUSTODY; FOR CHILD SUPPORT;
EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE;
ATTORNEY'S FEES AND FOR RELATED RELIEF**

NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE, by and through his attorney of record, VINCENT MAYO, ESQ., of THE

1 ABRAMS & MAYO LAW FIRM, and hereby submits his *Motion to Change*
2 *Custody; for Child Support; Exclusive Possession of the Marital*
3 *Residence; 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: Monday, August 19, 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

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I. INTRODUCTION**

17 It seems that no sooner does this Court admonish and sanction
18 Christie that she then proceeds to violate the next set of Court orders.
19 Christie's psychological problems, poor judgment and vindictive attitude
20 are once again harming the children, damaging the community estate and
21 hurting David financially.

1 II. FACTUAL BACKGROUND

2 DAVID PATRICK STUCKE ("David") and CHRISTIE LEEANN
3 STUCKE ("Christie") were married on on May 28, 2016, in Las Vegas,
4 Nevada. There are two (2) minor children of the marriage, to wit: Sarah
5 Laura Stucke, date of birth: May 22, 2016; and David Orion Stucke, date
6 of birth: March 30, 2018.

7 **Christie's Fraudulent Attempt to Claim David is a** 8 **Pedophile**

9 It seems the more Christie is called out for her gameplaying and
10 violations of orders, the worse she is becoming. Now she has decided to
11 try and fabricate a disgusting lie in an attempt to gain leverage in this
12 divorce. On July 31st, David was picking up the children for his court
13 ordered time. He was waiting for Christie to arrive at the McDonald's.
14 When she did, David started unfastening Sarah's child seat, releasing the
15 latch between Sarah's legs. Sarah then stated, Daddy touched my pee pee."
16 Christie almost immediately goes off on David and states she was taking
17 Sarah to the bathroom. Later that day, David received a call from CPS
18 stating they were following up on a call by Christie that David had
19 inappropriately touched his daughter. David was sickened by the fact
20 Christie would make such a blatantly false and disgusting statement about
21 him. Regardless, David cooperated with CPS and spoke to the

1 investigator, Tiffany Keith on August 3rd. Ms. Keith, after interviewing
2 David, stated Sarah had been examined by the pediatrician, a CPS doctor
3 and a psychiatrist and stated CPS found Christie had no evidence of abuse
4 and hoped to soon close the case.

5 David then again spoke to Ms. Keith at CPS on August 14th. Ms.
6 Keith commented that Christie seemed disappointed when CPS did not
7 find any evidence of abuse, with Christie demanding Sarah be re-
8 examined, as if Christie was intent on someone concluding David had
9 done something wrong. David stated he believed Christie was fabricating
10 the allegation against him. Ms. Keith why Christie would lie. David said
11 Christie has a history of mental illness and is becoming more and more
12 desperate in the divorce. David even showed the CPS investigator the
13 videos of Christie screaming and yelling at David, breaking glasses,
14 throwing things at David and trying to hit him – all while Christie had
15 Sarah in her arms.

16 CPS, in disbelief over Christie's endangerment of the children and
17 deranged behavior in the videos, asked why the Court had not viewed
18 them yet. David explained the parties had not yet gone to trial. CPS
19 recommended a child custody evaluation be conducted and David agreed,
20 stating he was already in the process of obtaining same. The CPS
21 investigator stated she would be willing to testify to her major concerns

1 with Christie if subpoenaed for trial or to speak to the child custody
2 evaluator.

3 Then, on August 17th, the parties were once again exchanging the
4 children at McDonald's when Sarah ran over to David and hugged him in
5 front of Christie. Sarah then immediately said, "Daddy touched my pee
6 pee again." David was utterly confused as to why Sarah would say such a
7 thing when he simply grabbed her hand and gave her a hug. Christie, as if
8 she planned her response, said she was concerned and had to take Sarah
9 aside to talk to her.

10 David instantly realized Christie was trying to program Sarah as to
11 what to say. He turned on his phone video recorder and told Christie she
12 should not be trying to have Sarah tell lies. Christie denied that she put
13 Sarah up to making the statement and said David needed to leave so she
14 would "calm down Sarah". In the videos, Sarah is completely calm and
15 indifferent to what was happening. David stated Sarah was fine and he
16 was there to take the children for his time. Christie then intentionally
17 made a scene, yelling out to bystanders in the McDonald's parking lot that
18 her husband would not leave them alone. This charade was also captured
19 on video, as was Christie's attempt to take the children into the
20 McDonald's to keep David away. David eventually had Christie give him
21 the children for his time.

1 Next, Christie told people that David is a pedophile. This resulted in
2 David being disinvited from a party. When David asked around, he was
3 told about Christie's comments.

4 Christie's total lack of credibility was known to the Court but should
5 be even more obvious based on recent information uncovered by David.
6 Apparently, Christie has become even more unstable and many of her
7 prior friends have been willing to come out and tell the truth. First,
8 Lincoln Scott, a friend of Christie's, drafted a letter in support of Christie's
9 initial 16.2 Disclosures. However, Mr. Scott finally admitted to David that
10 Christie changed the statement without Mr. Scott's consent and for
11 Christie not to submit it as it was not true.¹ After he found out Christie
12 submitted it anyways, Christie said she would pull it but she never did.
13 Christie also provided statements from other people that financial records
14 show she gave money to prior to them submitting their statements.²

15 Further proof that Christie is lying is the fact that on August 17th
16 Christie gave David a crème for David to apply to Sarah related to a yeast
17 infection Sarah was supposedly having. Christie was publicly claiming
18

19 ¹ See the recent texts between David and Mr. Scott, attached as **Exhibit 1**.

20 ² Christie also had her adult child call CPS and state David had been abusive to her in
21 the past. This is the child who has dealt with drug addiction for years, was kicked out
of the parties' home in the past and whom Christie now regularly supports by
providing her money. It is noteworthy that these claims never arose prior to the
litigation. In fact, Christie would have CPS believe they were true despite the fact she
would have known of them prior to marrying David and having two children with him.

1 David was inappropriately touching his daughter while simultaneously
2 asking him to apply crème to her private area. Additionally, while Sarah
3 told the pediatrician the first time Christie brought her in that “daddy
4 touched my pee pee,” she did not repeat this statement at all when Christie
5 was not present during the August 19th pediatric appointment.³

6 **Christie’s Use of Illegal Drugs**

7 Christie has also denied doing illegal drugs but her friend, Jennifer
8 Forester, recently told David that Christie used LSD on April 15th of this
9 year and heard Christie had also used meth since that time.⁴ Another
10 friend, Lindsay Scott, witnessed a number of attendees at the May 4th
11 party who Christie was around doing cocaine and Ecstasy at the party.
12 Christie has also been seen regularly using marijuana as well.⁵

13 **Christie’s Continued Holding of Events at the W. Maule** 14 **Residence In Violation of Court Order**

15 Despite the Court’s strict order that Christie not have any events at
16 the W. Maule marital residence, Christie has again violated the Court’s
17 orders – twice. On August 5th, Christie had one of her Piglet group events

18 ³ See the August 19th pediatrician’s report, attached as **Exhibit 2**.

19 ⁴ See the recent texts between David and Ms. Forrester, attached as **Exhibit 3**.

20 ⁵ David also learned from Mr. Scott that he witnessed patrons on David’s computer
21 during the May 4th party; that Christie and her former boyfriend, Scott Pheasant,
hide David’s diplomas since Christie stated she did not want David to use them in
court to “look smart”; that David’s property was sold during the June “Poly Prom”
fundraiser Christie threw at the marital residence; and that Christie has a gun in the
house and that to her knowledge, it is not locked up.

1 (paraphilic infantilism) at the W. Maule residence. Attached are the social
2 media announcements for the event showing the date, time and address
3 and that Christie made the posts.⁶ David also has photos taken by Robbin
4 Thomas, a friend, of the driveway of the W. Maule residence on August 5th
5 during the scheduled event time showing at least six cars in the driveway.⁷
6 David is in the process of obtaining a statements from Mr. Thomas.

7 Christie then had another event on August 16th consisting of nude
8 photos of individuals being taken at the W. Maule residence. David
9 believes this related to a poly “speed-dating” event held. David was able
10 to get at least one of the photos from the shoot. The social media post
11 shows the backdrop in the garage, as well as the parties’ futon.⁸ Attached
12 is a receipt for the backdrop bought that is shown in the photos.⁹

13 **Sale of the Grandview Property**

14 David presently resides in the 3740 Grandview Place residence. The
15 parties have wanted to sell the property for some time and it is currently
16 under contract. The sale is set to close on October 15, 2019. David will
17 have to therefore move out.

18 ///

20 ⁶ See the event posts, attached as **Exhibit 4**.

⁷ See the photos of the vehicles in the driveway, attached as **Exhibit 5**.

21 ⁸ See the photo shoot from August 16th, attached as **Exhibit 6**.

⁹ See the Amazon Prime receipt, attached as **Exhibit 7**.

1 **III. LAW AND ARGUMENT**

2 **A. David Should be Awarded Sole Physical Custody of**
3 **the Minor Children with Christie Provided**
4 **Supervised Visitation and Order to Undertake Drug**
5 **Testing**

6 NRS 125C.0045 states in relevant part:

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

8 1. In any action for determining the custody of a minor child,
9 the court may, except as otherwise provided in this section and NRS
10 125C.0601 to 125C.0693, inclusive, and chapter 130 of NRS:

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

15 Christie just doesn't care what she has to do to get her way and try
16 to exert leverage over David in this divorce – including trying to falsely
17 paint David out as a pedophile – and of his daughter no less. This is a
18 disgusting move on Christie's part and her shameless attempt to turn little
19 Sarah against her father is reprehensible and intolerable.

20 The Court has already seen how Christie is mentally ill and
21 emotionally unbalanced, repeatedly making bad decision after bad
decision in regard to the children. These have ranged from having
breakdowns and abandoning the children, throwing items at David and
physically assaulting David while caring the baby, having drug driven
sexual parties in the marital residence to having the children cared for by

1 Scott Pheasant – a man convicted of battery assaults against two women.¹⁰

2 Christie is now trying to turn the parties' young daughter against
3 David. Such a position is unacceptable and the Court must take efforts to
4 protect the children by placing them in David's care with Christie having
5 supervised visitation of at least Sarah pending the results of a child
6 custody evaluation David has Dr. Paglini moving forward on. Supervised
7 visitation is necessary as it is the only way to ensure Christie cannot turn
8 the children against David.

9 Further, based on the representations of Christie's friends Jennifer
10 Forrester and Lincoln Scott, Christie should be ordered to undertake
11 immediate drug testing with David agreeing to advance the cost of same
12 without prejudice.

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

14 In Nevada and under NRS 125B.070(1)(a), it was determined that
15 25% of the non-custodial parent's income should be paid as and for the
16 financial contribution for two children, subject to the applicable
17 presumptive maximum.

18 The Court concluded in the May 6, 2019 Minute Order that Christie
19 makes at least \$6,221 per month. However, the Court did note that
20

21 ¹⁰ Which involved Mr. Pheasant admitting to shoving dog feces into his ex-wife's face
on two separate occasions and striking her repeatedly.

1 Christie has vastly greater sources of money than coming from the
2 business accounts for her personal use. The parties should also
3 temporarily be 1/2 responsible for the costs of daycare and the children's
4 portion of the health insurance premiums, with the parties dividing any
5 unreimbursed/uncovered medical costs for the children pursuant to the
6 30/30 Rule.

7 **C. David Should be Awarded Exclusive Possession of**
8 **the W. Maule Residence**

9 The Court has the broad authority to make temporary orders and
10 injunctions regarding a number of issues, including the exclusive
11 possession of real property during the pendency of a divorce. EDCR 2.10
12 and NRS 125.050. Such order and injunctions are especially necessary in
13 cases where a party is attempting to "do any act that would defeat or
14 render less effectual any order which the court might ultimately make
15 concerning the property or pecuniary interests..." *Id.*

16 David will have to move out of the Grandview residence as it is
17 under contract to be sold in October – as the parties want. David will
18 therefore have to find a new residence. However, Christie continues to
19 violate the Court's order regarding the W. Maule marital residence. This
20 has resulted in numerous and unknown third parties having sexual
21 parties in the home – the home where the children also live – as well as

1 being in the possession to use and steal marital property and belongings.
2 The fact evidence has arisen from people close to Christie that hard drugs
3 like meth and cocaine were done at the home during events makes the
4 nature of the violation even more serious. David asks the Court to take
5 immediate action to protect the residence and its contents by ordering
6 Christie to vacate the residence and allow David to move back in.

7 This request is just as David will be awarded the W. Maule residence
8 in the divorce. This property was bought in July 2015 by David prior to
9 the parties' marriage while he was single. The down payment came from
10 David's premarital separate account. Also, the Grant, Bargain & Sale Deed
11 executed by Christie states it was bought by David as his sole and separate
12 property. As David will be awarded the property with Christie at most
13 receiving a potential Malmquist interest in it, it makes no sense to ask
14 David to again move to just move again in a short time. This would be a
15 considerable and unfair financial obligation imposed on David by the
16 Court. The Court should also not feel for Christie as it is her utter
17 disregard for Court orders that is resulting in her having to leave the
18 residence and Christie will have a month and a half to find another
19 residence.

20 ///

21 ///

1 **D. David Should be Awarded Attorney's Fees**

2 It is clear Christie will disregard any order made by this Court,
3 regardless of how many time's Christie is admonished to abide by them.
4 Her attempt to turn little Sarah against David has made things worse. If
5 Christie were truly concerned about the truth, she would have tried to first
6 speak to David about Sarah's statements. Christie did not as she was
7 intent on using Sarah to further harass and hurt David. This is despicable
8 behavior on Christie's part and David should not be forced to incur fees in
9 order to protect the welfare of the children and expose Christie's
10 gameplaying. Therefore, David requests the Court make an allowance of
11 fees under NRS 18.010 and EDCR 7.60 to him in the amount of \$3,500,
12 with David submitting a *Brunzell* memorandum if requested.

13 **IV. CONCLUSION**

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

16 Dated Monday, August 19, 2019.

17 Respectfully Submitted,

18 THE ABRAMS & MAYO LAW FIRM

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

1 **DECLARATION OF DAVID STUCKE**

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

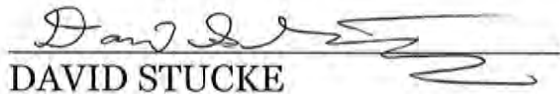
4 1. I, DAVID STUCKE, declare under penalty of perjury that the
5 below stated facts are true and correct to the best of my knowledge.

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 Change Custody; for Child Support; Exclusive Possession of the*
9 *Marital Residence; Attorney's Fees and Related Relief.*

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

15 Dated this 19th day of August, 2019.

16
17 
18 DAVID STUCKE
19
20
21

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.

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

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

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

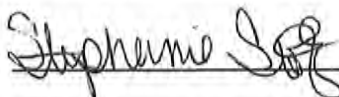
Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

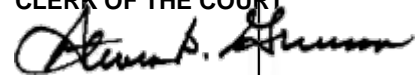
☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Plaintiff/Petitioner Date 08/19/2019

Signature of Party or Preparer



STUCKE-0673



EXH
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.)	
)	
	)	Date of Hearing: 9/17/2019
CHRISTIE LEEANN STUCKE,	)	Time of Hearing: 10:30 a.m.
)	
Defendant.)	
)	

**APPENDIX OF EXHIBITS IN SUPPORT OF
MOTION TO CHANGE CUSTODY; FOR CHILD SUPPORT;
EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE;
ATTORNEY'S FEES AND FOR RELATED RELIEF**

Exhibit	Description
1	Text messages between David and Mr. Scott
2	August 19 th pediatrician's report

3	Text messages between David and Mr. Forrester
4	Event posts
5	Photos of vehicles in the driveway
6	Photo shoot from August 16th
7	Amazon Prime receipt

Dated this 20th day of August, 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

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

<  **Lincoln Scott**
Active 9m ago

Although you did already write a letter against me... sigh

But it will be ok

Christie asked me for a character statement I wrote one she changed it without my permission and I asked her not to use it. She told me they would pull it from the court documents

There lots more important stuff to submit and lawyers are expensive

I have that email

She submitted a lie

Cause I didn't give my consent for that document to be used

Can you call

In a min

New number here FYI



EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

Anthem Pediatrics
6070 S. Rainbow Blvd, Suite 10
Las Vegas, NV 89118
Phone 702-420-7222 Fax 702-331-6018

DRAFT OF CURRENT NOTE

SARAH STUCKE

Aug 19, 2019 Mon 08:59 AM

Chief Complaint: concerned about a yeast infection - 3 yo

History of Present Illness: Father walked in with pt to review concerns of yeast infection
Reports pt in his care since Sat night, miconazole cream given to him but not applied
Father reports concerns of apply cream perivaginally after recent reports of inappropriate touching of pt
Father reports pt has been kept clean, took a bath, has also been swimming

Review of Systems: +yeast infection Dx last week
+treatment with miconazole, unsure of how many times med used
Pt is otherwise well

Past Medical History: Preterm 32 wks; wears glasses
Patient denies any significant past medical history or surgical procedures.

Family History: MGF - DM
PGF - DM, HTN

Social History: Lives with parents (joint custody), younger brother

Allergies: No Known Allergies

Medications: 1) amoxicillin 400 mg/5 mL oral liquid, Take 6 ml PO BID x 10 days
2) miconazole 2% topical cream, Apply light amount perivaginally BID x 1-2 weeks
3) nystatin 100,000 units/g topical ointment, Apply to area affected under diaper QID x 2 wks
4) nystatin 100,000 units/mL oral suspension, Give 1 ml each side cheek PO QID x 2-3 weeks until gone

Physical Examination: Wt: 28 lb Pulse: 110 RR: 22 Temp: 99.0F
GEN: NAD. Affect and behavior are normal and appropriate.
HEENT: Mucosa is pink and moist.
RESP: Chest CTA.
CVS: RRR without murmurs and normal PMI.
ABDOMEN: Abdomen is soft without masses.
GU: exam is normal. Normal female anatomy with mild redness perivaginally, no drng noted
GI: anus patent
SKIN: no rash
NEURO: gait is normal

Assessment & Plan:

Other follow-up examination (Z09):NDB
Vulvovaginitis (N76.0): NDB
Reviewed hygiene; avoids baths, swimming, hot tub for now
Recommend apply cream as ordered

RTC for any other concerns

PROVIDED: Patient Education (8/19/2019)
CLINICAL SUMMARY: Declined by Patient (8/19/2019)
Instructions:

Anthem Pediatrics
6070 S. Rainbow Blvd, Suite 10
Las Vegas, NV 89118
Phone 702-420-7222 Fax 702-331-6018

DRAFT OF CURRENT NOTE

SARAH STUCKE

Aug 19, 2019 Mon 08:59 AM

Goals:

Health Concerns:

Coded:

Amazing Charts

Not Yet Signed

Electronic Signature

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

9:42



Jennifer Forrester...

Active 25m ago



Do you have a rough timeline on the meth rumor about Christie?



No

Ok



But tge lsd...April 15th, 2019

Just wondered bc probably requesting a drug test

How do you know that date so specifically?

Prom Finance Committee meeting...was her and I at Public US



I hope the stuff was after that bc I don't know if will show on a test that far ago

Thank you for your help

It's really important to me

And the kids



Aa



EXHIBIT 4

EXHIBIT 4

EXHIBIT 4



TONIGHT • 7 PM - 9 PM

702 Piglet Troop Monthly Meeting

✓ Going ▾



Go with Friends

Invite



Christie Leann Stucke
Going

Message

3 going including Christie

Group event by Christie Leann Stucke

Details

This is the monthly meeting a craft or activity will be made available.



LV Little Scouts Monthly Meeting

"Lanyard craft"

Date & Time:
in about 21 hours

Monday, August 05, 2019 · 7:00 PM – 9:00 PM

Location:

To be messaged to attendees

Cost:

Free for meeting \$10 to become a little scout

Dress code:

Casual

Description:

This is the monthly meeting a craft or activity will be made available.

This meetings craft our fellow little scout Starla will be sharing with us her craft of making lanyards.

Address for the event will be given out via messenger please make sure you click that you are going on the event.

If you are a member and would like to share a craft or activity with us for our next meeting please reach out... we love to learn new things at little scouts and share with our friends.

We will also be providing pins for all Scouts who have earned them for participation and for the sewing workshop.

If you think you have earned a pin.. please private message and remember to turn in your worksheet at next meeting for your badges. If you have not received a folder on how you can receive Badges and pins please let us know we will prepare that and bring it to the next meeting for you.

Who's going?

Going:
6 kinksters



[view all 6 »](#)

Maybe Going:
1 kinkster



[view all 1 »](#)

Piglet Troop 702 - Las Vegas Little Scouts

33 members | [leave group](#)

[About & Rules](#)

[Discussions](#)

[Members](#)

– [return to discussions](#)



Aug 5th Monthly Meeting and Craft

by [silkyredstrandz](#) ♥ 8 days ago

<https://fetlife.com/events/819893>

This is the monthly meeting a craft or activity will be made available.

This meetings craft a fellow little scout will be sharing with us her craft of making lanyards.

Address for the event will be given out via messenger please make sure you click that you are going on the event.

If you are a member and would like to share a craft or activity with us for our next meeting please reach out... we love to learn new things at little scouts and share with our friends.

We will also be providing pins for all Scouts who have earned them for participation and for the sewing workshop.

If you think you have earned a pin.. please private message and remember to turn in your worksheet at next meeting for your badges. If you have not received a folder on how you can receive Badges and pins please let us know we will prepare that and bring it to the next meeting for you.

Not Following Discussion ([start following](#))

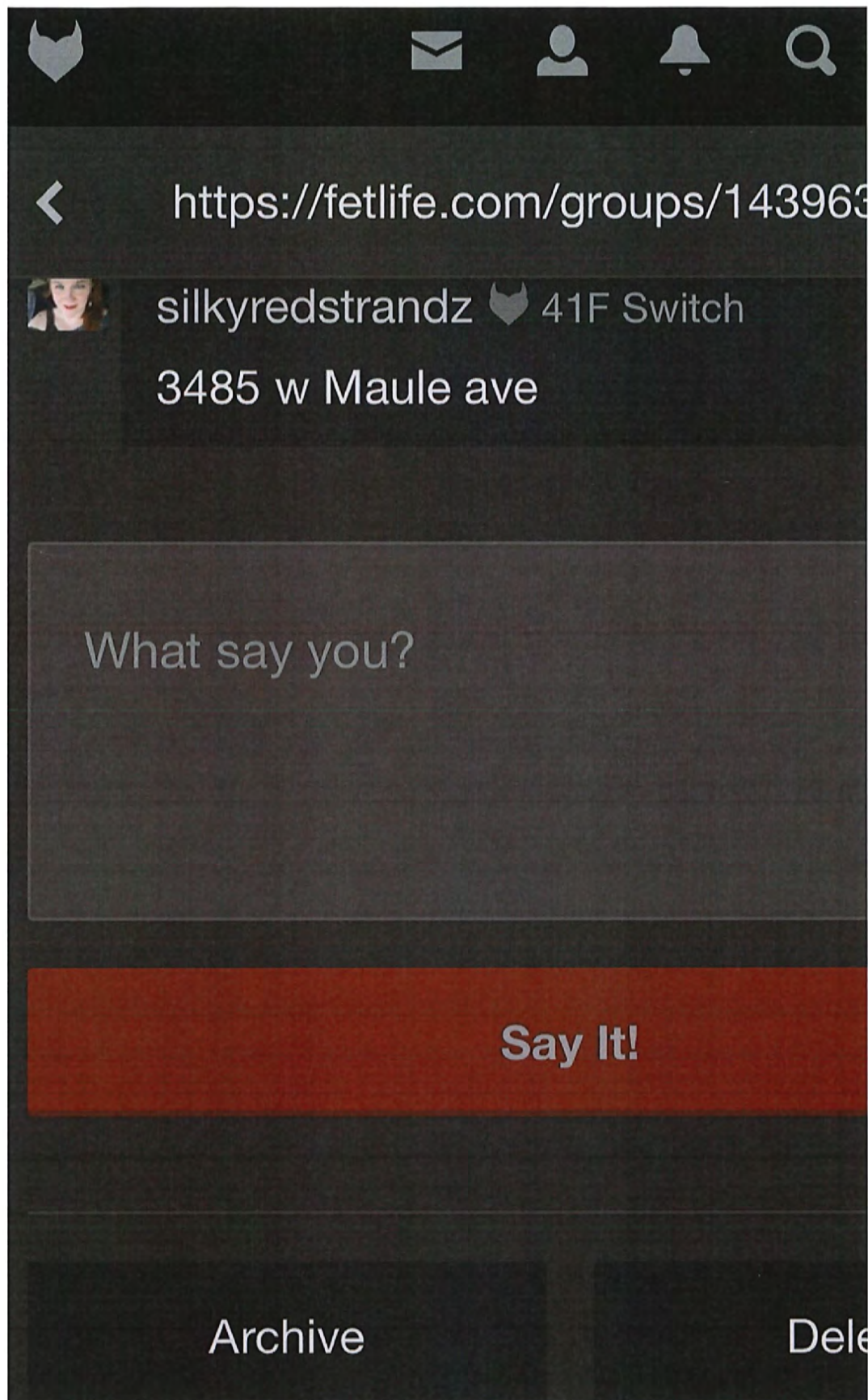


EXHIBIT 5

EXHIBIT 5

EXHIBIT 5



STUCKE-0690



STUCKE-0691



STUCKE-0692



STUCKE-0693

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

5:42



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EXHIBIT 7

EXHIBIT 7

EXHIBIT 7



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Style: 107"x12 yards | Product Packaging: Standard Packaging | [View this order](#)

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Superior Seamless Photography Background...

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Superior Seamless Photography Background...

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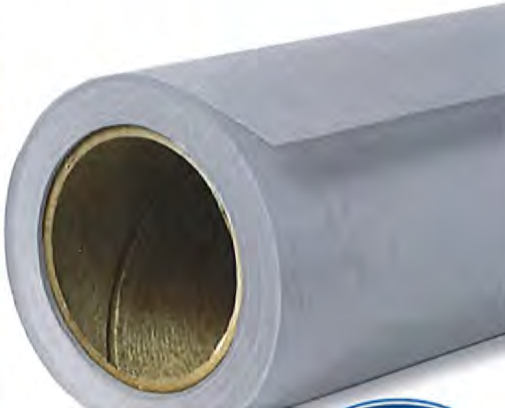
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\$48.99 ✓prime

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VIDEO



Savage Seamless Background Paper - #56 Fashion Gray (107 in x 36 ft)

by **Savage**

★★★★☆ 112 customer reviews
| 14 answered questions

Note: This item is only available from third-party sellers (see all offers).

Available from these sellers.

Style: 107"x12 yards

107"x12 yards
from 4 sellers

26"x12 yards
from 3 sellers

Product Packaging: **Standard Packaging**

- Made in the USA
- Savage Seamless Background Paper is the industry standard for producing smooth, even backgrounds for photo and video use
- Professional quality, non-reflective surface available in an array

📍 Deliver to David - Las Vegas
89118

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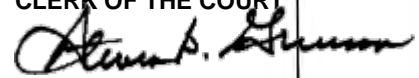
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1 **NEOJ**
Vincent Mayo, Esq.
2 Nevada State Bar Number: 8564
THE ABRAMS & MAYO LAW FIRM
3 6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
4 Tel: (702) 222-4021
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5 Email: VMGroup@TheAbramsLawFirm.com
Attorney for Plaintiff

6
Eighth Judicial District Court
7 Family Division
Clark County, Nevada
8

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

14
15 **NOTICE OF ENTRY OF ORDER AFTER HEARING**

16 PLEASE TAKE NOTICE that the Order After Hearing of August
17 20, 2019 was duly entered in the above-referenced matter.

18 ///

19 ///

20 ///

21 ///

1 A true and correct copy of said Order is attached hereto.

2 DATED Thursday, October 03, 2019.

3 Respectfully Submitted,

4 THE ABRAMS & MAYO LAW FIRM

5 _____
6 Vincent Mayo, Esq.

7 Nevada State Bar Number: 8564

8 6252 South Rainbow Blvd., Suite 100

9 Las Vegas, Nevada 89118

10 Attorney for Plaintiff

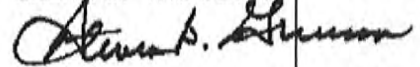
11 **CERTIFICATE OF SERVICE**

12 I hereby certify that the foregoing NOTICE OF ENTRY OF ORDER
13 AFTER HEARING was filed electronically with the Eighth Judicial
14 District Court in the above-entitled matter on Thursday, October 03,
15 2019. Electronic service of the foregoing document shall be made in
16 accordance with the Master Service List, pursuant to NEFCR 9, as
17 follows:

18 Dawn Throne, Esq.

19 Attorney for Defendant

20 _____
21 An Employee of The Abrams & Mayo Law Firm



ORDER

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
THE ABRAMS & MAYO LAW FIRM
6252 South Rainbow Blvd., Suite 100
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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,	)	Date of Hearing:	August 20, 2019
	)	Time of Hearing:	1:30 p.m.
Defendant.)		
)		

ORDER AFTER HEARING OF AUGUST 20, 2019

This matter coming on for hearing on the on the 20th day of August 2019, before the Honorable Denise L. Gentile, upon the Pre-Trial Conference, with Plaintiff, DAVID PATRICK STUCKE (hereinafter referred to as "David"), having appeared personally and by and through his attorney of record, VINCENT MAYO, ESQ., of THE ABRAMS & MAYO LAW FIRM, and Defendant, CHRISTIE LEEANN STUCKE

1 (hereinafter referred to as "Christie"), having appeared personally in
2 proper person, and the Court having listened to the representations and
3 arguments of counsel, and good cause appearing:

4 **THE COURT HEREBY NOTES** that the parties were sworn in
5 and testified under oath.

6 **THE COURT FURTHER NOTES** that Christy represented that
7 she is currently representing herself and is requesting a thirty (30) to
8 sixty (60) day continuance to obtain new counsel. (Time record 1:38:56 - 1:39:02)

9 **THE COURT FURTHER NOTES** that there were arguments
10 and statements by Attorney Mayo regarding David's request for a child
11 custody evaluation by Dr. Paglini, continued concerns regarding Christy,
12 Christy's failure to respond to discovery requests and request for a drug
13 test. (Time record 1:43:30 - 1:53:00)

14 **THE COURT FURTHER NOTES** that there were statements by
15 Christy regarding recent abuse allegations and CPS involvement. (Time record
1:41:00 - 1:41:2)

16 **THE COURT FURTHER NOTES** that there was a discussion
17 regarding Christy's allegation of a decrease in her business income. (Time record
2:00:27 - 2:05:4)

18 **THE COURT FURTHER NOTES** that any discovery motion
19 filed is to be set and consolidated with the future motion hearing in this
20 department. (Time record 1:48:56 - 1:49:08)

21 **THEREFORE,**

1 **IT IS HEREBY ORDERED** that the request for Child Protection
2 Services Appearance and Records is signed and filed in open court. (Time Record 1:59:26-1:59:55)

3 **IT IS FURTHER ORDERED** that both parties are to present
4 themselves to the American Toxicology Institute (ATI) for a full drug
5 screen by the end of the day today. The ATI referral was provided to each
6 party in open Court. David will be responsible for the cost of both tests,
7 subject to reallocation. (Time Record 2:12:22 - 2:12:38)

8 **IT IS FURTHER ORDERED** that pursuant to stipulation of
9 both parties, there will be a child custody evaluation completed by Dr.
10 Paglini. David will pay the cost of the evaluation. (Time Record 1:57:58 - 1:59:30)

11 **IT IS FURTHER ORDERED** that the Pre-Trial Conference will
12 be continued to September 17, 2019, at 10:30 a.m. (Time Record 2:12:10 - 2:12:17)

13 **IT IS FURTHER ORDERED** that David's Motion to Change
14 Custody; for Child Support; Exclusive Possession of the Marital
15 Residence; Attorney's Fees and Related Relief set for September 17,
16 2019, at 10:30 a.m. stands.

17 ///

18 ///

19 ///



20 ///

21 ///

1 **IT IS FURTHER ORDERED** that Attorney Mayo is to prepare
2 an Order from today's hearing.

3 Dated this 30 day of Sept, 2019.

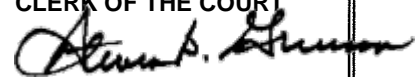
4 
DISTRICT COURT JUDGE

5 DENISE L. GENTILE  

6 Respectfully Submitted:

7 THE ABRAMS & MAYO LAW FIRM

8
9 
Vincent Mayo, Esq.
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Attorney for Plaintiff



1 **OPPC**

2 **Dawn R. Throne, Esq.**

3 Nevada Bar No. 006145

4 **Michelle A. Hauser, Esq.**

5 Nevada Bar No. 007738

6 **THRONE & HAUSER**

7 1070 W. Horizon Ridge Pkwy., Suite 100

8 Henderson, Nevada 89012

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11 Email: dawn@thronehauser.com

12 Attorney for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

13 **DAVID PATRICK STUCKE,**

14 Plaintiff,

15 vs.

16 **CHRISTIE LEEANN STUCKE,**

17 Defendant.

Case No. **D-18-580621-D**

Dept. No. **F**

Date of Hearing: **09/17/2019**

Time of Hearing: **10:30 a.m.**

18
19
20 **OPPOSITION TO MOTION TO CHANGE CUSTODY; FOR CHILD**
21 **SUPPORT; EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE;**
22 **ATTORNEY'S FEES; AND RELATED RELIEF AND COUNTERMOTION**
23 **FOR AN ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE**
24 **HELD IN CONTEMPT OF COURT, TO RECONSIDER THE ORDER**
25 **ENTERED ON AUGUST 22, 2019 AND FOR ATTORNEY'S FEES AND**
26 **COSTS**

27 **COMES NOW** Defendant, **Christie LeeAnn Stucke** ("Christie"), by and
28 through her attorney, **Dawn R. Throne, Esq.**, of **THRONE & HAUSER**, and hereby
submits her Opposition to Plaintiff's Motion to Change Custody; for Child Support;
Exclusive Possession of the Marital Residence; Attorney's Fees; and Related Relief.

STUCKE-0704

1 This Opposition and Countermotion is made and based on the papers and
2 pleadings herein, the attached Memorandum of Points and Authorities, the Exhibit
3 Appendix, the Declaration of Defendant attached hereto, the sworn testimony already
4 given by Defendant at the hearing on August 20, 2019 and such oral argument as
5 may be adduced at the hearing.
6

7 DATED this 10 day of September, 2019.
8

9 THRONE & HAUSER |

10
11 
12 Dawn R. Throne, Esq.

13 Nevada Bar No. 006145

14 Michelle A. Hauser, Esq.

15 Nevada Bar No. 007738

16 1070 W. Horizon Ridge Pkwy., Suite 100

17 Henderson, Nevada 89012

18 (702) 800-3580

19 Attorney for Defendant
20

21 MEMORANDUM OF POINTS AND AUTHORITIES

22 I.

23 INTRODUCTION

24 All that Christie has wanted from the beginning of this Divorce case was for
25 the parties to come to an agreement regarding the custody of their two children, Sarah
26 (age 3) and David (age 1) that meets their best interests, and to come to a fair division
27 of assets and debts accumulated during the existence of the community.¹
28

¹ Plaintiff, David Patrick Stucke ("David") would like this Court and Christie to forget the fact that the community began on May 26, 2015 when the parties entered into a formal Nevada Domestic Partnership.

1 Unfortunately for Christie and the parties' children, David does not share
2 similar goals. As has been already pointed out both in the proceedings in the TPO
3 case and in this case, it is David's stated goals to:

- 4 1. Take Sarah and David completely away from Christie, with her allowed
5 no contact with them;
- 6 2. Keep everything acquired by the parties during the community; and
- 7 3. Destroy Christie's businesses and her ability to support herself and their
8 children.

9 David made these goals crystal clear in conversations with his cousin James
10 Williams in December 2018. David tried to enlist his cousin's help in trying to
11 conceal community assets from Christie in his cousin's name and also told his cousin
12 that he had "emergency money" of \$150,000 put away and that he would use every
13 dollar of that money to take the children from her. *See* statement of Megan
14 Zadorozny, the fiancé of James Williams, which is Exhibit "A" in Christie's Exhibit
15 Appendix.

16 David has done everything in his power to achieve his stated goals, including,
17 but not limited to, repeated violations of the Extended Order of Protection that was
18 in place against David through May 6, 2019, stalking Christie, harassing her through
19 numerous third parties, spending in excess of \$30,000 already in this case to bury
20 Christie in paper work, dragging every friend of Christie's or mutual friend of the
21 parties into this divorce case in order to cause them enough distress that they cut
22 Christie out of their lives, with the intent of isolating her and making up numerous

1 false allegations against Christie so that she is constantly on the defense.

Contrary to David's allegations, it is not Christie who is trying to take the children away from him. Despite the domestic violence Christie has suffered at the hands of David and his intentional withholding of their children from her over the Christmas Holiday in 2018 in a blatant and direct attempt to get her to change her story and drop the criminal charges against him, Christie agreed to share temporary joint physical custody of Sarah and David at the first TPO hearing on January 3, 2019. Despite her serious concerns about David's violence and his neglect of the children's needs to such extent that their son David was returned to her in January 2019, with a severe infection and rash that required medical attention, she has never withheld the children from David.

15 In his latest Motion, David is making requests that he has already made to this
16 Court and which this Court has already denied, including, but not limited to, changing
17 the temporary custody order and schedule that was stipulated to on January 3, 2019
18 and exclusive possession of the marital residence at 3485 W. Maule Avenue. Christie
19 requests that this Court again deny the relief requested in David's Motion filed on
20 August 19, 2019.
21

II.

THE TEMPORARY ORDER SHOULD NOT BE MODIFIED

25 In his Motion, David makes two claims in support of why he should be
26 awarded sole physical custody of the children with Christie having supervised
27 visitation:

- 1 1. His claim that Christie is alleging he is a pedophile; and
- 2 2. His belief that Christie is using illegal drugs including LSD, “meth,”
- 3 cocaine and Ecstasy.
- 4

5 The allegations regarding drug use by Christie have already been put to rest by
6 the drug testing completed on August 20, 2019. It should be noted that the drug test
7 results corroborate exactly what Christie told this Court under oath, that she uses
8 small amounts of marijuana and she has been a longtime medical marijuana card
9 holder. Christie also tested negative for all other substances in her urine and in her
10 hair. It should also be noted that Christie had not received the Motion David filed on
11 August 19, 2019 prior to the hearing on August 20, 2019, so she had no prior
12 awareness that David was going to allege that she uses serious illegal drugs or
13 request a drug test of her. Moreover, Christie did not hesitate when this Court asked
14 her if she was willing to take a drug test on August 20, 2019. It should also be noted
15 that David tested positive in his urine for a high level of amphetamines for which he
16 did not provide a prescription. The Court should be concerned about the impact of
17 David’s amphetamine use on his parenting.

21 With regard to the involvement of the Department of Family Services (“DFS”),
22 Christie has never claimed that David is a pedophile. As was explained at the hearing
23 on August 20, 2019, Sarah came to Christie in July 2019 after returning from David’s
24 custodial time complaining that “Daddy touched my pee pee and stirred it up.”
25 Christie did not know what to do or what to make of these statements made by their
26 three year old daughter. What Christie did know was that it was important not to just
27
28

1 ignore or brush off Sarah's statements. Christie then took the children to see their
2 pediatrician, Dr. Huynh-Truong Vu. While at the doctor's office, Sarah made the
3 same statements and pointed to her genitals. The doctor examined Sarah but did not
4 find any trauma and Sarah could not provide further details about what she meant by
5 her statement "Daddy touched my pee pee and stirred it up." Dr. Vu referred Sarah
6 to child psychology for evaluation and made a report to DFS as she is required by law
7 to do.
8

9
10 On August 14, 2019, after Christie picked up the children from David, Sarah
11 complained about her "pee pee" hurting and itching. Christie looked at the area and
12 saw Sarah had vaginal redness. She also complained to Christie that she had pain "at
13 her butt from the toilet at daycare." Christie took Sarah to Dr. Vu. Upon examination,
14 the doctor found "peri vaginal redness and a few red spots near anus" and "redness
15 inner and outer labia, peri." Dr. Vu diagnosed Sarah with a yeast infection, prescribed
16 Miconazole 2% topical cream to be applied to Sarah's vulva two times a day for one
17 to two weeks, reviewed proper hygiene with Christie and told her to avoid baths and
18 swimming for Sarah for now. Christie followed these instructions and at the next
19 custodial exchange on Saturday evening, Christie provided David with the cream and
20 relayed the doctor's instructions to him. As David already admitted in Court, he
21 refused to comply with the doctor's instructions, including the instruction to avoid
22 baths and swimming until the infection cleared up. David claims that he did not use
23 the medication on Sarah because he was afraid of being accused of inappropriately
24 touching Sarah. Christie is informed and believes that David's mother still lives with
25
26
27
28

1 him and could have assisted in applying the medication. A yeast infection can be very
2 painful and distressing, especially to a child as young as Sarah. There was no need
3 for Sarah to go without medication to clear up the infection. This is not the first time
4 David has failed to comply with doctor's instructions for caring for the children.
5 Their son David had surgery in his genital area in December 2018. When David
6 exercised time with the children and then refused to return them to Christie until after
7 the TPO hearing on January 3, 2019, he returned David to Christie with a severe
8 infection of the surgery area and severe diaper rash due to not following the doctors
9 instructions of caring for their son and not using proper hygiene for a child who is
10 still in diapers.

13 Christie does not know if the touching Sarah has complained about is sexual
14 in nature and she wants to believe that David would never harm their daughter in that
15 way. DFS has conducted interviews and Sarah has had a physical examination where
16 no evidence of trauma was found. Due to Sarah's very young age, DFS will most
17 likely close their investigation as unsubstantiated solely due to lack of physical
18 evidence and Sarah's young age. However, they have referred Sarah to therapists who
19 specialize in trauma therapy for young children. *See Exhibit "B" in Christie's Exhibit*
20 *Appendix.* Christie hopes that David will not preclude Sarah from seeing one of the
21 therapists recommended by DFS.

24 Of course, David is going to claim that Christie somehow put Sarah up to
25 saying "Daddy touched my peepee and stirred it up" as that fits with his goal of taking
26 the children from Christie and allowing her no visitation or contact with them.

1 However, Christie was faced with a “no win” situation when Sarah came to her with
2 that statement. If she ignored Sarah’s statements, she would have been neglectful of
3 Sarah’s physical and emotional well being. On the other hand, given Sarah’s very
4 young age, unless the authorities found some physical evidence of abuse, it is very
5 unlikely that DFS would be able to take any action based upon Sarah’s statements.
6 Just because DFS is not able to substantiate the allegation does not mean that Sarah
7 was not telling the truth. Her statements also don’t mean that David touched her in
8 a sexual way.
9

10
11 Most likely, only David and Sarah will ever know what actually happened that
12 led Sarah to making those statements. It could be that nothing inappropriate happened
13 or it could be that Sarah has been touched in a sexual manner. Predators know that
14 young children like Sarah are unable to make statements that will rise to the
15 evidentiary level necessary and that, so long as they do not cause physical trauma,
16 they can get away with fondling children for their sexual gratification. Christie did
17 exactly what a parent is supposed to do when a child makes such a disclosure to them.
18 That disclosure has now been investigated by professionals trained in the area and
19 thankfully no evidence of trauma was discovered.
20

21
22 The allegations in David’s latest Motion are just more lies that he is just
23 throwing at the wall to see what sticks in his goal of trying to take the children away
24 from Christie. David’s prior false allegations include claiming that Scott Pheasant
25 was her boyfriend and was living in the marital residence, neither of which were ever
26 true, and now he alleges that she is using drugs such as LSD, “meth,” cocaine and
27
28

1 Ecstasy.

Given the strong preference for joint custody in Nevada and the fact that the parties stipulated to temporary shared physical custody of their children on January 3, 2019, there is nothing in David's latest allegations that would warrant modifying that temporary joint physical custody arrangement. In the meantime, the parties have already stipulated to Dr. Paglini conducting an outsourced custody evaluation in this case. Christie is hopeful that custody evaluation will finally put to rest David's other false allegations regarding her having a mental illness and will also give the Court further information regarding what is in the best interest of Sarah and David.

III.

13 **DAVID'S RENEWED REQUEST FOR EXCLUSIVE POSSESSION OF THE**
14 **WEST MAULE RESIDENCE SHOULD BE DENIED AGAIN**

First of all, David is wrong about the West Maule residence being his sole and separate property. He would like the Court to forget that the parties entered into a formal Nevada Domestic Partnership on May 26, 2015. As such, David and Christie are treated as if they were married on May 26, 2015, for purposes of community property and debt pursuant to NRS 122A.200. From May 26, 2015 they have the same rights and responsibilities as spouses. Therefore, since the residence at 3485 W. Maule Avenue, Las Vegas, Nevada, 89118 was purchased during the formal Domestic Partnership, it is community property and Christie has equal rights to this residence as David.

27 With regard to the allegations that Christie has violated this Court's order by
28 Christie "holding of events" at the West Maule residence is just another false

1 allegation by David. On August 5, 2019, Christie had about six personal friends of
2 hers over to her residence for a private crafting group. Christie and her friends made
3 construction paper cards and lanyards as crafts. There is nothing sexual in nature
4 about Christie's private crafting group and Christie and her friends were on the back
5 patio making the crafts. It should be noted though that David has violated the mutual
6 no contact order put in place by this Court by having one of his friends drive by and
7 take pictures of the house and cars of Christie's friends. He is not supposed to be
8 harassing her personally or through his friends. This Court never ordered that Christie
9 could not have friends visit her in her own home. On August 16, 2019, there was
10 nothing at the residence and David is just making this allegation up. Christie was at
11 an event on August 16, 2019 that was at a P.T.'s Pub, obviously a public bar where
12 there was no nudity and no minor children. The same is true about David's allegations
13 in prior papers filed with this Court alleging that she had an event planned in June or
14 that she sold items of his at a garage sale.

15
16 What is true is that David is fixated on trying to get this Court to throw
17 Christie out of the marital residence that is community property belonging to both
18 parties and onto the street. David knows that Christie will have a very hard time
19 renting at this time because she is self-employed and has not been able to file her tax
20 returns due to David having his father steal the server from the marital residence in
21 direct violation of the Extended Order of Protection and for which David's dad has
22 been criminally charged. As such, she cannot provide proof of income to a potential
23 landlord. David is a W-2 employee and will have no problem renting another
24
25
26
27
28

1 residence for the pendency of this divorce case once the Grandview Place residence
2 sells.

3
4 In summary, David's request to throw Christie out of the West Maule residence
5 and into the streets should be denied again by this Court. Christie should also be
6 awarded attorney's fees for having to oppose this same requested relief that has
7 already been denied at least two times by this Court.

8 IV.

9 10 THIS COURT SHOULD ISSUE AN ORDER TO 11 SHOW CAUSE AGAINST DAVID

12 Contempt of Court is defined by **NRS 22.010**, which states:

13 NRS 22.010 Acts or omissions constituting contempts. The following
14 acts or omissions shall be deemed contempts:

15 1. Disorderly, contemptuous or insolent behavior toward the judge
16 while the judge is holding court, or engaged in judicial duties at
17 chambers, or toward masters or arbitrators while sitting on a reference
or arbitration, or other judicial proceeding.

18 2. A breach of the peace, boisterous conduct or violent disturbance in
19 the presence of the court, or in its immediate vicinity, tending to
interrupt the due course of the trial or other judicial proceeding.

20 3. Disobedience or resistance to any lawful writ, order, rule or process
21 issued by the court or judge at chambers.

22 4. Disobedience of a subpoena duly served, or refusing to be sworn or
23 answer as a witness.

24 5. Rescuing any person or property in the custody of an officer by virtue
25 of an order or process of such court or judge at chambers.

26 6. Disobedience of the order or direction of the court made pending the
27 trial of an action, in speaking to or in the presence of a juror concerning
28 an action in which the juror has been impaneled to determine, or in any

1 manner approaching or interfering with such juror with the intent to
2 influence the verdict.

3 7. Abusing the process or proceedings of the court or falsely pretending
4 to act under the authority of an order or process of the court.

5 In order for the David to be in contempt of court there must be a clear and
6 unambiguous written order and the order must spell out the details of compliance in
7 clear, specific and unambiguous terms. "An order on which a judgment of contempt
8 is based must be clear and unambiguous, and must spell out the details of compliance
9 in clear, specific and unambiguous terms so that the person will readily know exactly
10 what duties or obligations are imposed on him."² Additionally, "[p]roof of contempt
11 requires a showing that the party willfully violated the court order." This is true even
12 if the statute does not mention willfulness.³
13
14

15 As has already been documented with this Court, David, in direct violation of
16 the Extended Order of Protection, had his father steal from the marital residence the
17 computer server that has all of Christie's business records on it. This matter was
18 addressed at the hearing on March 27, 2019. David admitted to having possession.
19 David was specifically ordered to provide Christie with a copy of the computer file
20 server and told that the file server could be sent to a third-party "forensic expert" for
21 preserving/copying. The Order from the March 27, 2019 hearing was entered on May
22 3, 2019 and the Notice of Entry of that Order was completed on that same date.
23
24

25 David was present in Court on March 27, 2019 and his attorney prepared the
26 order from that hearing. Therefore, David has knowledge of this Court's Order
27

28 ² See *Cunningham v. District Court*, 102 Nev. 551, 559-60, 729 P.2d 1328, 1333-34 (1986).

³ See *State of Iowa v. Lipcamon*, 438 N. W.2d 605 (Iowa 1992).

1 regarding the computer file server and he has the ability to comply with the Order.
2 Christie has made numerous requests for compliance with that Order and, to date,
3 David has refused to comply with that Order. This is an intentional game because
4 David knows Christie needs access to files contained on that file server in order to
5 complete her tax returns and to be able to fully respond to the discovery requests in
6 this action, about which he has already filed a Motion to Compel.
7

8 Christie requests that this Court require David to provide the computer file
9 server to a mutually agreed upon computer forensic expert who can then make
10 duplicate backup copies for each of the parties, which should be at David's sole
11 expense given the facts of this case. Christie also requests that this Court issue an
12 Order to Show Cause Why David Should Not be Held in Contempt of Court and
13 sanctioned for his contempt.
14
15

16 V.

17 **THE COURT SHOULD RECONSIDER PORTIONS OF** 18 **THE ORDER ENTERED ON AUGUST 22, 2019**

19 In response to the motion filed by Christie's former counsel to withdraw and
20 to have a judgment against her for outstanding attorney's fees and costs, David filed
21 a Countermotion that had nothing to do with those issues, which, in pertinent part,
22 claimed that Christie had violated this Court's orders regarding events being held at
23 the marital residence and claiming that Christie threatened to close a community
24 business. First of all, David's allegations are false. David purposely buried that
25 unrelated Countermotion in an opposition to her attorney's Motion to Withdraw
26 knowing that her attorney would not properly address the allegations of contempt.
27
28

1 The information presented in David's Countermotion regarding Christie holding
2 events or parties at the marital residence after this Court issued its Minute Order on
3 May 6, 2019, are simply false.
4

5 When the parties appeared before the Court on April 17, 2019, and the parties
6 discussed the issue of parties and events at the marital residence, it was made clear
7 that Christie had already planned a party to be held on May 4, 2019, which was a Star
8 Wars themed party. Christie did agree and has kept her word about not having any
9 further events at the marital residence after that party that had already been planned.
10 With regard to the community property business, Christie already explained under
11 oath on August 20, 2019 that the business *Atomic Rad* could not continue to operate,
12 not through her choice, but because the parties no longer have a medical doctor
13 willing to act as medical director and read the x-rays. The community also does not
14 have the funds currently to pay for the services of another doctor and the medical
15 malpractice insurance that would need to be maintained. This is not something of
16 Christie's doing and is beyond her control.
17
18
19

20 More importantly, as it relates to the Court's order that it would issue an Order
21 to Show Cause against Christie regarding the allegation that she held events at the
22 marital residence after this Court ordered her not to has serious procedural and
23 justicitional defects. First of all, David's countermotion does not contain the requisite
24 detailed affidavit that is required before the Court can even issue an Order to Show
25 Cause. *See Awad v. Wright*, 106 Nev. 407, 794 P.2d 713 (1990).
26
27
28

1 This requirement of a detailed affidavit is jurisdictional, without which this
2 Court does not have jurisdiction to hold someone in contempt for actions that occur
3 outside of the view of the Court. *See, Steeves v. District 59 Nev.* 405, 413, 94 P,2d
4 1093, 1095-96 (1939). *See also*, NRS 22.030(2). Moreover, at the time David filed
5 his Countermotion on June 5, 2019, there was no written Order entered regarding
6 events at the marital residence. That Order was not entered by this Court until August
7 2, 2019. In order for anyone to be held in contempt of a Court order, there must be a
8 written order entered and served on them. *See, Division of child and Family Services*
9 *v. Eighth Judicial District Court*, 120 Nev. Adv. Op. No. 50 (2004).

12 VI.

13 CHRISTIE SHOULD BE AWARDED ATTORNEY'S FEES AND COSTS

14 NRS 18.010 states:

15 Award of attorney's fees.

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

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

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

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

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

4. No oral application or written motion for attorney's fees alters the
effect of a final judgment entered in the action or the time permitted for an
appeal therefrom.

5. Subsections 2, 3 and 4 do not apply to any action arising out of a written instrument or agreement which entitles the prevailing party to an award of reasonable attorney's fees. (Emphasis added.)

EDCR 7.60(b) states in pertinent part:

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

- (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted; or
- (2) Fails to prepare for a presentation; or
- (3) So multiplies the proceedings in a case as to increase costs unreasonable and vexatiously; or
- (4) Fails or refuses to comply with these rules; or
- (5) Fails or refuses to comply with any order of a judge of the court.

Christie should be awarded attorney's fees and cost for having to defend against David's false allegations in his current motion as well as having to file the Countermotion. In the event the Court is inclined to grant Christie attorney's fees and costs, she will submit her *Brunzell* affidavit and memorandum of fees and costs separately.

VII.

CONCLUSION

Based upon the above and foregoing, Christie respectfully requests that this Court grant her the following relief:

1. Plaintiff's Motion be denied in its entirety;
2. That an Order to Show Cause be issued against David for failing to comply with the Order that he provide Christie access to and a copy of

1 the computer file server, and that he be found in contempt and
2 sanctioned for that contempt;

- 3 3. That David be ordered to immediately provide the computer file server
4 to an agreed upon computer forensic expert and at this sole cost have
5 a backup copy made for each party;
6
7 4. That the Court reconsider and rescind portions of the Order entered on
8 August 22, 2019, that indicate an Order to Show Cause will be issued
9 against Christie with regard to the Order that no more parties or events
10 be held at the marital residence;
11
12 5. That Christie be awarded attorney's fees and costs from David pursuant
13 to NRS 18.010 and EDCR 7.60(b); and
14
15 6. Such other and further temporary relief as the Court deems appropriate
16

17 **DATED** this 6 day of September, 2019.

18 **THRONE & HAUSER**

19
20
21 

22 **Dawn R. Throne, Esq.**

23 Nevada Bar No. 006145

24 **Michelle A. Hauser, Esq.**

25 Nevada Bar No. 007738

26 1070 W. Horizon Ridge Pkwy., Suite 100

27 Henderson, Nevada 89012

28 (702) 800-3580

Attorney for Defendant

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4. At the hearing on March 27, 2019, this issue was raised with the Court, David admitted to having possession of the computer file server. This Court ordered that both parties should be allowed to have access to and a copy of the computer file server and that the parties could use a forensic expert to preserve and copy the records from that computer file server. The order from that hearing was entered on May 3, 2019 and a Notice of Entry was done on the same date.

5. Since the March 27, 2019 hearing I have tried numerous times to be allowed access to and make copies of the files on the computer file server. David has refused to grant such access. I need the documents contained on that file server to complete my tax returns and also to fully respond to the discovery requests David has made in this case.

I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing is true and correct.

Executed this 5th day of September, 2019.

ember, 2019.


CHRISTIE STUCKE

1 CERTIFICATE OF SERVICE

2 A COPY OF the foregoing "OPPOSITION TO MOTION TO CHANGE
3 CUSTODY; FOR CHILD SUPPORT; EXCLUSIVE POSSESSION OF THE
4 MARITAL RESIDENCE; ATTORNEY'S FEES; AND RELATED RELIEF
5 AND COUNTERMOTION FOR AN ORDER TO SHOW CAUSE WHY
6 PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT, TO
7 RECONSIDER THE ORDER ENTERED ON AUGUST 22, 2019 AND FOR
8 ATTORNEY'S FEES AND COSTS" in the above-captioned matter was served this
9 date via electronic service, pursuant to NEFCR 9 as follows:
10
11

12 Vincent Mayo, Esq.
13 Vmgroup@theabramslawfirm.com
14 Attorney for Plaintiff

15 DATED this 16th day of September, 2019.

16
17 
18 An employee of THRONE & HAUSER

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

David Patrick Stucke

Plaintiff/Petitioner

v.

Christie Leann 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.

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

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

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

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

The total filing fee for the motion/opposition I am filing with this form is:

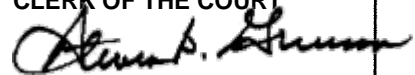
☒ **\$0** ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Defendant Date 9/16/19

Signature of Party or Preparer

Susan Ryo

STUCKE-0724



1 **EXHB**

2 **Dawn R. Throne, Esq.**

3 Nevada Bar No. 006145

4 **Michelle A. Hauser, Esq.**

5 Nevada Bar No. 007738

6 **THRONE & HAUSER**

7 1070 W. Horizon Ridge Pkwy, Ste. 100

8 Henderson, Nevada 89012

9 (702) 800-3580

10 (702) 800-3581 Facsimile

11 Email: dawn@thronehauser.com

12 Attorney for Defendant

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

15 **DAVID PATRICK STUCKE,**

16 Plaintiff,

17 vs.

18 **CHRISTIE LEEANN STUCKE,**

19 Defendant.

Case No. **D-18-580621-D**

Dept. No. **F**

Date of Hearing: **09/17/2019**

Time of Hearing: **10:30 a.m.**

20 **DEFENDANT'S EXHIBIT APPENDIX TO OPPOSITION TO MOTION TO**
21 **CHANGE CUSTODY; FOR CHILD SUPPORT; EXCLUSIVE POSSESSION**
22 **OF THE MARITAL RESIDENCE; ATTORNEY'S FEES; AND RELATED**
23 **RELIEF AND COUNTERMOTION FOR AN ORDER TO SHOW CAUSE**
24 **WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT,**
25 **TO RECONSIDER THE ORDER ENTERED ON AUGUST 22, 2019 AND**
26 **FOR ATTORNEY'S FEES AND COSTS**

27 Defendant, Christie Stucke, by and through her attorney of record, Dawn R.
28 Throne, Esq., of THRONE & HAUSER, submits the following exhibits in support of her

STUCKE-0725

1 **“OPPOSITION TO MOTION TO CHANGE CUSTODY; FOR CHILD**
2 **SUPPORT; EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE;**
3 **ATTORNEY’S FEES; AND RELATED RELIEF AND COUNTERMOTION**
4 **FOR AN ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE**
5 **HELD IN CONTEMPT OF COURT, TO RECONSIDER THE ORDER**
6 **ENTERED ON AUGUST 22, 2019 AND FOR ATTORNEY’S FEES AND**
7 **COSTS.”**

8 Table of Contents:

Exhibit No.	Description of Exhibit	Bates No.
A	Statement of Megan Zadorozny	DEF00001
B	Email Correspondence between Kimberly Morales, Family Advocate of Southern Nevada Children’s Advocacy Center and Defendant	DEF00002

17 DATED this 6 day of September, 2019.

19 THRONE & HAUSER

20 

21 **Dawn R. Throne, Esq.**

22 Nevada Bar No. 006145

23 **Michelle A. Hauser, Esq.**

24 Nevada Bar No. 007738

25 1070 W. Horizon Ridge Pkwy, Ste. 100

26 Henderson, Nevada 89012

27 (702) 800-3580

28 Attorney for Defendant

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Vincent Mayo, Esq.
Vmgroup@theabramslawfirm.com
Attorney for Plaintiff

DATED this 6th day of September, 2019.

Susan Pyno
AN EMPLOYEE OF THRONE & HAUSER

EXHIBIT A

To Whom it may concern,

My name is Megan Zadorozny.

At the time of the situation I was the live-in fiancée of James Williams who is David Stucke cousin. On December 19 2018 I was present when I over-heard a few conversations between James Williams and David Stucke. They mentioned how they would try to transfer all the homes from David's name to James name so that David would not have to give any money or split of any assets to Christie Stucke and to save the homes from being taken from David.. They also spoke about how David had emergency money put away of 150k and that he would use every dollar to "take the children away" from Christie. He said that he was going to try to convince the court that Christie was mentally ill and needed medication and to try to get her placed into a mental facility. Also, how Christie was lying to everyone about how David was towards her mentally and physically. It was also mentioned about how Christie would/could lose her business within a push of a button by himself because David was smart enough to make her computers and business crash. That he would try to have her lose her business. I also overheard James talk with David and had David arrange Gypsy go onto the property without warning Christie to sneak items to his mother and to retrieve property from the garage and home. They spoke about getting rid of Christie for the children, the homes, money and her business, and basically getting rid or her or leaving her without anything.

As a mother of 3 children myself I immediately became concerned and called and warned Christie not to reconcile with David and of the threats that I was aware of for her safety.

I have visited Vegas for a few weeks with James Williams while they were married and together and met Christie and saw that she was a mentally stable and caring mother to her children. I also saw domestic fights and yelling that went on. One on Thanksgiving where David threw items in the kitchen towards her causing her to retreat to the bathroom and cry and leave for half the day afterwards.

I personally think that the TPO should not be lifted and should be extended without any question for the safety of Christie and her children and her business. I am available to testify or speak to any court on behalf of Christie regarding the above subject and what I personally overheard.

Megan Zadorozny

meganzadorozny@gmail.com

702-601-0053

EXHIBIT B

On Wed, Aug 28, 2019, 3:42 PM Kimberly Morales <Kimberly.Morales@clarkcountynv.gov> wrote:
I am sorry, let me double check that she does see children as young as 3. Spc. Keith didn't tell me her age and I just checked. I apologize!!

From: Christie Stucke [mailto:christiestucke@gmail.com]
Sent: Wednesday, August 28, 2019 3:33 PM
To: Kimberly Morales <Kimberly.Morales@ClarkCountyNV.gov>
Subject: Re: List of Therapist

Lets go with Christine

On Wed, Aug 28, 2019, 3:09 PM Kimberly Morales <Kimberly.Morales@clarkcountynv.gov> wrote:

Hello,

The following is the list of therapist that accept your insurance and are close to home. Please let me know what provider you would like to go with.

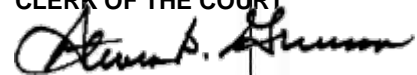
Aspire Mental Health - Christine Michelle McAninch, LCSW, CCTP
702-673-7462
2980 S Rainbow, Ste. 210K,
Las Vegas, NV 89146

HOPE - Various Providers
702-437-4673
6600 W. Charleston# 140
Las Vegas, NV 89146

LifeQuest Behavioral Health Care
702-830-9740
4780 South Arville St. # B
Las Vegas, NV 89103

Thank you!

Kimberly Morales
Family Advocate
Southern Nevada Children's Advocacy Center
701 N Pecos Rd. Bldg, K.1
Las Vegas, Nevada 89101
(702) 455-3993 Office
(702) 455- 5592 Fax



RPLY

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,)	
	)	ORAL ARGUMENT REQUESTED
Defendant.)	

**REPLY IN SUPPORT OF MOTION TO CHANGE CUSTODY;
FOR CHILD SUPPORT; EXCLUSIVE POSSESSION OF THE
MARITAL RESIDENCE; ATTORNEY'S FEES AND FOR
RELATED RELIEF AND
OPPOSITION TO COUNTERMOTION FOR AN ORDER TO
SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD IN
CONTEMPT OF COURT, TO RECONSIDER THE ORDER
ENTERED ON AUGUST 22, 2019 AND FOR ATTORNEY'S FEES
AND COSTS**

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 submits his *Reply in Support*
of Motion to Change Custody; for Child Support; Exclusive Possession of

STUCKE-0726

1 *the Marital Residence; Attorney's Fees and Related Relief and*
2 *Opposition to Countermotion for an Order to Show Cause Why Plaintiff*
3 *Should Not be Held in Contempt of Court, to Reconsider the Order*
4 *Entered on August 22, 2019 and for Attorney's Fees and Costs.*

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

9 Dated: Monday, September 30, 2019.

10 Respectfully Submitted:

11 THE ABRAMS & MAYO LAW FIRM

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

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I. INTRODUCTION**

17 Christie states in her Opposition that all she has wanted is to “come
18 to an agreement on custody” and “a fair division of assets and debts.” Her
19 actions, however, are contrary to these objectives. Christie is the one who
20 to this day has refused to seek treatment for her violent temper and poor
21

1 judgment, continues to use the marital residence as a sex house for BS&M
2 groups, spending thousands of marital dollars on gambling, intentionally
3 shut down the marital business in the middle of the divorce and has failed
4 to respond to discovery requests. Now, she is adding her attempt to paint
5 David, who adores his children, as some pedophile. Clearly, if anyone is
6 acting in bad faith and preventing the resolution of this case, it is Christie.

7 **II. REPLY**

8 **A. Christie has Repeatedly Paid People Off to Lie for Her**

9 As stated above, Christie has caused this litigation to drag out due
10 to her game playing and lies. Proof of this is her willingness to pay off
11 people to lie for her. The Court will recall that Lincoln Scott, a prior friend
12 of Christie's who drafted a letter in support, finally admitted to David that
13 Christie changed his statement without Mr. Scott's consent. Christie also
14 provided statements from other people that financial records show she
15 gave money to prior to them submitting their statements. These include
16 Christie's adult children, Lincoln Scott and Megan Zadorozn – especially
17 Megan Zadorozn. Ms. Zadorozn, who gave Christie a letter in support that
18 Christie referred to in her Opposition – Christie paid \$1,550 in the two
19 weeks prior to getting her letter.¹ Ms. Zadorozn is David's cousin James
20

21 ¹ See Christie's Wells Fargo statements, with highlights in the relevant portions,
attached as **Exhibit 8**.

1 Williams's ex-girlfriend and Christie had no reason to provide her said
2 monies other than as a bribe. Being that Megan is a criminal, this makes
3 sense. Megan is a drug addict and criminal (having been found guilty of
4 domestic violence a few years ago) and has an outstanding bench warrant
5 in Ohio on a drunk and disorderly charge. Megan, who was hard up for
6 money, was given money by Christie as a loan in exchange for her
7 statement, as well as being placed on Christie's cell phone plan. In
8 exchange, Megan would repay Christie at a later date. Also, and like
9 Lincoln Scott's statement that Christie changed Mr. Scott's statements,
10 Ms. Zadorozn recently told James Williams (while trying to reconcile with
11 him) that Christie "corrected her statement [factually] and fixed her
12 grammar."²

13 Regardless, Megan's statements are false. The statement Megan
14 overheard was in fact regarding James Williams refinancing his current
15 home in Ohio, nothing about transferring to James any properties. As for
16 the real properties, Megan's false statement is proven so by the fact
17 Christie states the conversation took place in December 2018 – which is
18 after the JPI was issued on November 30, 2018 **by David** barring either
19 party from transferring property.

20 What Megan actually heard was David talking to James about

21 _____
² See the Affidavit of James Williams, attached as **Exhibit 9**.

1 having someone go the marital residence and remove James property that
2 the parties were allowing him to store in the garage. The Court will recall
3 this was in fact disclosed by David in his December 28, 2018 Motion to
4 Quash Christie's TPO. In the Motion on page 19, footnote 33, David wrote:

5 As for the suitcases, they belonged to David's cousin. He used to
6 work as a jeweler for many years and the suitcases with some
7 jewelry in them were his. He had stored them in David's garage
8 since he believed it safe: "Who goes in your garage?" he said. When
9 he found out about the strangers Christie had in the house, David's
10 cousin got nervous about them taking things so had Mr. Rogers
11 retrieve them for him. It is of note David's cousin contacted the
12 police after receiving his items since he believed items were missing.
13 The police told David's cousin to file a report after he had finished
14 inspecting the contents of the suitcases.

15 Megan is now trying to take this event and turn it into some false
16 claim of collusion between David and his cousin. As for reference to the
17 \$150,000 statement, David did not state that he has \$150,000. What he
18 actually said was that he wanted to make sure the children were protected
19 and if he has to spend \$150,000 to do so, he would.³

20 **David Did Not Violate the TPO**

21 Christie further attempts to paint David as the bad guy by making
up additional lies. First, she claims David "repeatedly violated" the prior
TPO but this Court never found this allegation to be true.

³ It's interesting that prior to this litigation, Christie did not like Megan. She in fact told James that, "Megan is a liar" in regard to money she borrowed from Christie that she did not pay back.

1 It should be noted that Christie's TPO was based on lies. David has
2 videos of Christie striking him and the TPO was dismissed. Christie in fact
3 filed her original TPO on November 27, 2018. This is the day that she
4 found out David filed for divorce and posted an angry message on
5 Facebook to which her friends replied, "Fight back, fight dirty!" That same
6 day, Christie said to David "I'm going to destroy you! I'm going to destroy
7 everything." When David said, she should start looking for a place to live,
8 she said "Oh no, you're out." Clearly Christie lied and was using the
9 system against David. The next day, the TPO was denied. Christie then
10 retained counsel and filed another TPO on December 6, 2018, this time
11 claiming that she was raped by David on the 28th - the same day she
12 received the denial of the first TPO request. This time, the TPO was
13 granted – despite there being zero proof.

14 Christie then proceeded to lock David's parents in their bedroom,
15 falsely claims David's parents had a lethal weapon. This resulted in the
16 police coming to the marital residence and putting David's elderly parents
17 on their knees at gunpoint in his driveway. David's mom is very sick (was
18 living with Christie and David for three months) and was 70lbs. She was
19 admitted to Sunrise hospital for 12 days shortly following this
20 incident. While David's parents were outside at gunpoint, someone in the
21 house stole money from David's father's wallet. Christie's friends were

1 outside laughing at her parents shaking with a gun pointed at their head.
2 David's dad went to jail in his pajamas and when they came back to get
3 his things, his mother's medication was gone, along with all of his father's
4 clothing.

5 Second, David obtained evidence from social media and third
6 parties to show that Christie was continuously and unlawfully having sex
7 parties at the home. It is clear to the Court that this is not "stalking." Third,
8 Christie hypocritically complains about David involving third parties in
9 the case when she is the one who submitted over a dozen letters from
10 family and friends – most of whom are blood or who Christie paid off.

11 **Christie's Mental Illness and Violent Tendencies**

12 David has not committed domestic violence against Christie and she
13 knows David is not a violent man. If she truly thought he was, she would
14 not want to share joint custody with David. Christie is in fact the one with
15 mental illness and violent tendencies – a tendency that is well
16 documented. David has numerous videos of Christie showing her
17 screaming at David, breaking drinking glasses, throwing objects at him
18 and hitting David. Worse, she did this while holding the parties' youngest
19 child. Attached are photos of one of these incidents from just last year.⁴
20 Hence, Christie is the one with the severe anger issues and poor judgment.

21

⁴ See the video stills of Christie, attached as **Exhibit 10**.

1 Christie has a history of such abuse, having beat her now adult
2 children when they were young. Specifically, Christie had a tendency to
3 strike her children when angry, culminating in Christie striking her son
4 Joel in the face several times in December 2004.⁵ Christie struck him
5 repeatedly and so hard that it made Joel's nose bleed. As the custody
6 evaluator witnessed:

7 He had a scratch, a horizontal scratch on his forehead and his cheek,
8 it was all puffed up and red and starting to get bruised. And it was a
9 wound here on the point of his cheekbone, like a scratch or a gouge.
10 It was all red.⁶

11 The evaluator also stated Christie admitted to having struck Joel –
12 and apologized for it as Christie stated she should not have.⁷ Of course,
13 Christie has been giving her children money and they, in turn, are now
14 stating Christie never struck them. They even state David “abused them
15 for years” despite the fact there was no proof of this and Elizabeth, who
16 lived with the parties for a time, wanted to keep living with the parties but
17 was forced to leave by Christie due to her stealing from David to fund her
18 meth addiction. This happened again as recently as 2018 when Christie
19 and David made Elizabeth leave due to her behavioral issues and
20 constantly getting high. It is worth noting that there was never one

21 ⁵ See the deposition transcript of the child custody evaluator from 2005, attached as
Exhibit 11.

⁶ *Id.*

⁷ *Id.*

1 mention of any abuse claims by Christie to the parties' counselor.

2 **Christie's Drug Use**

3 Christie may have tested negative for the drugs her friends admitted
4 to David they witnessed her use over the last few months but that does not
5 mean she does not use them. Why else would Christie's friends makes
6 such statements to David? The test also only goes back a limited period of
7 time and doesn't test for all illegal drugs.

8 For some more detail on this issue, Christie has admitted to her
9 friend Jennifer Forrester-Raymond that on April 15th Christie did LSD
10 with someone the night before. At the time she didn't say who it was
11 with. She just said that she was "treating" herself to a hotel room for the
12 event and that it occurred sometime that weekend. It should be noted
13 that on April 15th, Christie called David four times in a row, mumbling and
14 partially incoherent. The Court should note that Christie denied under
15 oath in Court to making the calls when David has proof that she
16 did. Christie later tried to get Jennifer to change her story by saying that
17 she was with her friend Tom Bomb (known as the psychedelic comedian)
18 and that he was the one that did LSD, not her. Based on the timing of
19 Christie's use, she likely knew the drug was out of her system when she
20 agreed to test.

21 ///

1 Previously Christie bragged to her friend Jennifer Foley-Opitz that
2 she did cocaine and extasy in 2017 at a concert, with her friends Jessica
3 and Lindsay. David didn't think Christie had an ongoing drug problem,
4 he was just concerned about the possibility of a new issue due to the shady
5 characters she has openly allowed to roam the marital home that was
6 purchased solely by David. This is especially true as Extasy and cocaine
7 were at the May 4th party as represented by Lincoln Scott. Christie even
8 yelled at Lincoln for talking about it, saying how he could get people in
9 trouble. What's even more convincing is that Christie does not deny
10 having used the drugs over the last few months as stated by her friends,
11 just that she is clean for them now.

12 Christie's marijuana habit was an ongoing fight in the marriage.
13 David believed she used it too often to escape stress and that she did not
14 while caring for the minor children. Christie has even admitted to doing
15 it while pregnant and breastfeeding. She claimed any detriment to the
16 baby would be "offset" by her stress relief and that the doctor supposedly
17 said that it was ok for her to do so.

18 As for David's test results, David has been on Adderall since 2011
19 and at the same dosage prescribed by his doctor.⁸ Christie knows this and
20 the fact she tries to make it sound like she doesn't know is intentionally

21 ⁸ See the photos of David's Adderall prescription, attached as **Exhibit 12**.

1 deceitful.

2 **Christie's Lies About David Being a Pedophile**

3 Christie can deny it all she wants but she has accused David of being
4 a pedophile. The CPS worker Tiffany Keith can confirm that this
5 represented belief was at the heart of Christie's report to CPS. Christie has
6 additionally made this representation to people who both parties know,
7 despite the fact Christie is obsessed with paraphilic infantilism and a
8 member of said groups. For example, Liam Silva and David Lamoreaux
9 told David's friend, Randi Wood, that David is "a pedophile."⁹ Jennifer
10 Forrester verified that Christie is spreading rumors about David.¹⁰ David
11 is also aware that Christie made a video of Sarah in the bathroom at the
12 pediatrician's office, prior to meeting with the pediatrician, which she
13 showed her friends. To Christie's surprise, these people stated that
14 Christie should not use the video since it looked like Christie was coaching
15 Sarah. Not coincidentally, Christie now denies the video exists. Even the
16 pediatrician's medical record from that day shows that Christie took Sarah
17 to the restroom at the doctor's office for a while prior to meeting with the
18 doctor.

19
20
21 ⁹ See the texts between David and Randi Wood, attached as **Exhibit 13**.

¹⁰ See the texts between David and Jennifer Forrester, attached as **Exhibit 14**.

1 Further proof of this manipulation and false allegations is that
2 during one child exchange, David set his dashcam in his vehicle to record.
3 He and Sarah had a normal conversation about the color of traffic lights,
4 her brother being silly, and being stuck in the mud. When David asked
5 Sarah if she had a good time at her mother, Sarah stalled for a minute and
6 then stated, "Daddy touched my pee pee." Sarah soon started talking
7 about fun things, as if her statement was triggered due to David
8 mentioning her mother.

9 This seems to be corroborated by Sarah's statement on September
10 24, 2019. David and Sarah were being cute with each other. Sarah said,
11 "You're my daddy." David replied, "You're my Sarah," to which the child
12 laughed and then became quiet. She mentioned the pee pee issue again
13 and when David asked her why she said that, Sarah responded with,
14 "Because of mommy." Sarah did not elaborate as to this. It is of note
15 though that Sarah appears to now be alleging Christie touches her, telling
16 David, while in the presence of a friend, that "Mommy hurt my pee pee."

17 Christie states she does not believe David would do anything
18 inappropriate with Sarah but then adds that she "does not know if the
19 touching of Sarah is sexual in nature." Christie in fact goes on in her
20 opposition about how, "Predators know that young children like Sarah are
21 unable to make statements that will rise to the evidentiary level necessary

1 and that, so long as they do not cause physical trauma, they can get away
2 with fondling children for their sexual gratification.” What? Christie is
3 now calling David a sexual predator! It sure sounds like Christie is making
4 the allegation.

5 Christie next states that CPS will likely close their investigation
6 because they do not have enough evidence to substantiate anything, as if
7 David did something wrong but CPS just can’t prove it. CPS is closing their
8 investigation because there is no evidence of inappropriate touching by
9 David.¹¹

10 Christie is also the one who has a history of making false allegations
11 of abuse in order to try and get leverage in a custody case. After her divorce
12 from John Hentschl, Christie became upset over the outcome (Mr.
13 Hentschl having primary physical custody and Christie having visitation).
14 ***In an effort to get custody, Christie called CPS, falsely alleging***
15 ***that Mr. Hentschl had abused her children.***¹² Being that Christie
16 had already been making disparaging, false, and hurtful statements to the
17 children with the intent of interfering in their relationship with Mr.

19 ¹¹ David is willing to have Sarah speak to a counselor to address her statements. In
20 fact, he has contacted his insurance in regard to his options and at Christie’s request,
21 has made an appointment for Sarah to go to a therapist. However, the therapist was
an intern, was harassed by Christie for not being a specialist and became confused
when Christie stated there was a TPO between the parties (which is untrue as the TPO
was dissolved long ago). That therapist recommended Donna Wilburn.

¹² See the Petition for Modification of Final Judgment, attached as **Exhibit 15**.

1 Hentschl, Mr. Hentschl filed a petition for modification of custody based
2 on Christie's conduct and false accusations.¹³ After the issue was litigated,
3 Mr. Hentschl retained primary custody, with Christie having limited
4 visitation.¹⁴ Hence, what the Court is seeing now is a repeat of the
5 gameplaying and lies Christie resorts to when she is in trouble or wants
6 leverage in a case.¹⁵

7 Christie tries to make an issue of David not wanting to apply the
8 medication until he could meet with the pediatrician the next day but
9 anyone who was falsely being accused of being a pedophile would be just
10 as careful. David reluctantly did. The Court should note though that it was
11 Christie who waited two full days after being told Sarah had a yeast
12 infection to obtain the crème medication and only used "some of it" after
13 receiving the medication back during the parties' exchange. How this does
14 not make Christie negligent, she does not explain.

15 ///

16 ¹³ *Id.*

17 ¹⁴ See the Order for Temporary Visitation, attached as **Exhibit 16**. It is of note that
both of Sarah's children have emotional issues, with one of them being as drug addict.

18 ¹⁵ Christie tries arguing this is just a lie by David, like his claim that Scott Pheasant,
the man who was convicted of beating two women, never lived with Christie at the
marital residence. However, the Court will recall David provided proof of this in his
prior pleadings. First, Lincoln Scott, Jennifer Forrester-Raymond and David's mother
all confirmed this. Second, Scott was primarily staying at the Maule address as
Christie admits in her poly discussion group saying, "There's four of us now." Brittany
was calling Christie and Scott, "Mom and Dad," which they did on a regular
basis. They bragged about "Living their best life" and how they danced around the
house as a big happy family. Later, Scott broke up with Christie because he caught her
having sex in the pool at the W. Maule home cheating on Scott with the landscaper.

1 **Christie Continues to Violate the Court's Orders and Use**
2 **the Marital Residence as a Place for BDSM Events and**
3 **Sex Parties**

4 The fact of the matter is that the W. Maule home was bought by
5 David in March 2015, with 100% his sole funds as the down
6 payment. While it didn't close until July because it was a short sale, the
7 parties' domestic partnership was voided when the parties married a year
8 later without first terminating it. Hence, there are treated for that time
9 period as if they were single. Further, there are videos of Christie telling
10 David "I don't want your house." That only changed when she retained
11 counsel and decided to change her position.

12 As for Christie violating the Court's orders, Christie does not deny
13 having the sex parties at the marital residence in violation of Court order.
14 In addition to the photos and videos of same, David attaches the Affidavit
15 of Dustin Broadway, who attended the May 4, 2019 event at the W. Maule
16 house – in violation of the Court's order – and recounts the sexual nature
17 of the party and the massive crowd.¹⁶

18 Christie tries to excuse her violation of the April 17, 2019 Order
19 prohibiting Christie from doing so by alleging it was "made clear to the
20 Court Christie already had a party planned for May 4th." However,

21

¹⁶ See the Affidavit of Dustin Broadway, attached as **Exhibit 17**.

1 *nothing in the Court order or on the record states this party*
2 *was an exception to the Order.* Christie's excuse is laughable and a
3 blatant and weak attempt by Christie to avoiding being in contempt. The
4 Court will remember David was the one who brought this party to the
5 Court's attention and stated he was vehemently opposed to it taking place
6 at the marital residence.

7 On August 5th, Christie had one of her Piglet group events
8 (paraphilic infantilism) at the W. Maule residence. David has already
9 provided the social media announcements for the event showing the date,
10 time and address and that Christie made the posts. David also has photos
11 taken by Robbin Thomas, a friend, of the driveway of the W. Maule
12 residence on August 5th during the scheduled event time showing at least
13 six cars in the driveway (meaning at least six people were in the marital
14 residence). Christie tries to excuse her violation of the Court's order by
15 trying to claim that the event was "innocent" and "just a gathering of
16 friends" but the social media posts make it clear it was an event related to
17 her sexual/ paraphilic infantilism – which is an admission that she
18 violated the Court order. Christie previously had one of these parties at
19 the W. Maule residence on June 10th, 2019.¹⁷ The Court's order was an
20

21 ¹⁷ See the social media post regarding the June 10, 2019 "Piglet Troup Meeting,
attached as **Exhibit 18**.

1 absolute ban on such events and Christie admits to violating it. Why can't
2 Christie just follow this Court's orders? The answer is simply this: She just
3 does not care to.

4 Christie tries to misdirect the Court by claiming David is "spying on
5 her." However, having someone drive on a public street by the marital
6 residence David owns on the day Christie posts about having an event the
7 Court specifically barred her from doing is not harassment and Christie
8 knows it. Christie is just made she was found out.

9 The same applies to the event Christie had on August 16th consisting
10 of nude photos of individuals being taken at the W. Maule residence.
11 David believes this related to a poly "speed-dating" event held. David was
12 able to get some additional photos from the shoot¹⁸ but who knows how
13 many were held at the W. Maule residence throughout the summer.

14 Christie's behavior is additionally hurting David's credit. Christie is
15 paying the mortgage on the W. Maule home late, and has done so three
16 times. This, as a result, has affected David's credit as one of the payments
17 was outside the grace period,¹⁹ resulting in fees and hitting David's credit.
18 This is another reason why the Court should award David exclusive
19 possession.

20
21 ¹⁸ See the photo shoot from August 16th, attached as **Exhibit 19**.

¹⁹ See the payment history, attached as **Exhibit 20**.

1 Christie can also not be trusted with the contents of the home.
2 Inviting over 100 people in the marital residence during a sex party when
3 the parties' property was exposed proves this. Christie also had two garage
4 sales in May 2019 during which online photos show Christie was selling
5 marital property, including David's items, in violation of the JPI. Christie
6 had taken David's jewelry and diplomas. Also, Christie had a U-Haul at
7 the house which she cannot account for. Christie claims the U-Haul was
8 at the house because the landscapers needed it to remove landscaping
9 waste. However, landscape companies do not use U-Hauls to remove said
10 items. Christie has also admitted having lifestyle strangers that do not like
11 David because of Christie's lies "house sit" the home while she is out of
12 town, while David's belongings are unprotected that anyone can access.

13 The Court will never be able to trust Christie – and this is an
14 important issue. ***Christie's unauthorized orgies and drug use at***
15 ***the marital residence is disgusting and can expose the parties***
16 ***to serious liability: Claims of rape by third parties, overdoses***
17 ***from drug use by third parties, destruction of property,***
18 ***unlawful running a business out of a residence, etc.*** The Court
19 tried warning Christie and that did not work. Therefore, the only
20 remaining recourse left to the Court is to order Christie to move out of the
21 residence and allow David to move in. David is in the process of selling

1 the Grandview residence as the parties wanted and will need to move
2 soon. This provides the best opportunity to do so.

3 Christie's claim that she is "being thrown out on the street is
4 laughable. Christie has a business that makes her hundreds of thousands
5 of dollars so she has the resources to obtain a new residence. Christie can
6 also stay with friends if necessary while she gets a rental home or
7 apartment.

8 Christie then tries to come up with excuses to avoid having to move
9 out, like her claim she cannot file taxes because David has the computer
10 and therefore cannot provide proof of income. First of all, Christie has not
11 filed corporate tax returns for over five years, including prior to marriage,
12 despite David encouraging her to do so. Hence, her claim that David
13 having his computer has prevented her from doing so is a blatant lie.
14 Second, Christie has her corporate bank statements that evidence her
15 income. As the Court has seen, these numbers are in the hundreds of
16 thousands. Third, many renters do not require tax returns to establish
17 income, just a rental agreement and a first and last month's deposit.
18 Fourth, Christie had her own computer on which she kept her business
19 financials and information.

20 ///

21 ///

1 **Sale of the Grandview Property and Removal of Lis**
2 **Pendens**

3 As stated, David is in the process of selling the 3740 Grandview
4 Place residence. The parties have wanted to sell the property for some
5 time and it is currently under contract²⁰ and the inspection and appraisal
6 are complete. However, Christie placed a *lis pendens* on the property,
7 thereby preventing the sale of the residence. If the issue is the disposition
8 of the sales proceeds, David will agree to have his lawyer segregate the
9 funds in a separate client trust account until further order of the Court.
10 This makes the most sense as it is what the parties agreed to do with the
11 sales proceeds from the sale of the Birkland Court property earlier in this
12 litigation. Mr. Mayo would be willing to draft a Stipulation & Order to that
13 effect. However, this needs to be addressed as soon as possible. Mr. Mayo
14 has already attempted to do so but to date, there has been no response.²¹

15 **David's Passport**

16 David has been requesting his passport for some time from Christie
17 but she refuses to provide it. In fact, Christie essentially ignores David's
18 requests.²² The passport is David's personal property, he needs it for his
19 work and there is no reason for Christie to keep it from David.

20 _____
21 ²⁰ See the Residential Purchase Agreement, attached as **Exhibit 21**.

22 ²¹ See the 9/24/19 correspondence, attached as **Exhibit 22**.

23 ²² See the 9/28/19 messages between the parties, attached as **Exhibit 23**.

1 **Child Exchanges**

2 Any time the parties are face to face, Christie creates a situation
3 which causes conflict. It has become so bad that David has to record every
4 exchange and time the parties are together.²³ David therefore asked to
5 start exchanging the children at their daycare, therefore avoiding direct
6 contact. Christie, despite claiming she is “harassed” by David, inexplicably
7 refuses to do so, merely stating she wants to keep the exchanges as are.
8 David requests the Court order said exchanges.

9 **III. COUNTERMOTION**

10 **A. David is Not in Contempt of this Court’s Orders**

11 A brief summary of the dispute over the computer is necessary to
12 provide the Court some perspective. David built the computer so he could
13 use it for his prior gaming consulting service. The computer was David’s.
14 Christie only used the computer for Team Viewer and didn’t have any files
15 of hers on the computer at all. Christie in fact had her own on which she
16 ran the Atomic Radiology business. Hence, Christie claiming that she can’t
17 do her discovery because of David’s personal computer is just a blatant lie
18 and a stall tactic.

19 ///

20
21 ²³ David even had to do so in the lobby of the therapist’s office, something which
Christie did not like.

1 The fact is Christie is using this as another excuse to claim her
2 businesses are doing badly or disclosing. The Court should be aware that
3 Christie told David's cousin in response to the divorce that she "is gonna
4 get a 9 to 5 job that doesn't pay shit. He's gonna have to pay child support
5 because I'm not gonna have the kind of money I used to make."

6 When the divorce occurred, Christie obtained a TPO based on false
7 pretenses, using same to kick David out of the W. Maule home. Christie
8 then went about having her friend, Marc Ford, "working on the
9 computer." David's mother, who was still in the home at that time, has
10 audio of Mr. Ford at the marital home on December 16th, 2018 doing
11 something with the computer. This time a long time as David's mother
12 said Mr. Ford was "in the office all day." It should be noted that Marc Ford
13 was at the marital residence after Christie used the fraudulent TPO to get
14 David tossed out. Mr. Ford was overheard to state that he was excited to
15 have Christie turn the garage into a sex/BDSM event "dungeon." David's
16 mother overheard and recorded this conversation. Further, Mr. Ford is a
17 felon, convicted of federal drug charges and served time for same.

18 As the computer was David's, he had his father, who was staying in
19 the home, provide it to him. David needed the computer to work and make
20 money – a fact David stated to this Court. When David examined the
21 computer upon receiving it, he discovered that it had all of his Linux

1 partitions unmounted and other data encrypted, in addition to the
2 computer being damaged and overheating. Also, three TB of data were
3 removed. This cost him his two side job clients and essentially ending that
4 source of income.

5 The Court's ordered at the March 27, 2019 hearing that each party
6 be provided a copy of the computer file server, which can be sent to a third
7 party (forensic expert) for preserving/copying. David was willing and
8 ready to provide Christie's prior counsel the computer so that they could
9 provide it to a mutually selected forensic analyst. However, Christie's
10 counsel never followed up after the Court made the order. No forensic
11 analyst was proposed or hired by her or her counsel and no request for the
12 computer itself or image of it's hard drive made.

13 David assumed Christie dropped her request and left the matter
14 alone. Only now, six months later after Christie obtained new counsel,
15 does she state she wants it. David would point out that when Christie
16 requested a copy of David's computer at the March 27, 2019 hearing, she
17 stated it was because she was alleging "hidden income" by David (which
18 was not true). There was never a mention of Christie having any records
19 on the computer for herself, including the two businesses she operated.
20 When Christie now misses the discovery deadline, the reason suddenly
21 changes to needing David's computer to obtain her business records.

1 Christie also previously complained in Court that “David has all of my
2 records” because he too my QuickBooks files but that information was
3 stored on Christie’s laptop which she does not deny still having possession
4 of.

5 “An order on which a judgment of contempt is based must be clear
6 and unambiguous, and must spell out the details of compliance in clear,
7 specific and unambiguous terms so that the person will readily know
8 exactly what duties or obligations are imposed on him.” *Cunningham v.*
9 *District Court*, 102 Nev. 551, 559-60, 729 P.2d 1328, 1333-34 (1986). On
10 top of that, willfulness is a factor. *Id.*

11 David has not wanted to violate any Court order and is not in
12 contempt as he is not willfully doing anything in contravention of same.
13 The Order stated each party was to have a copy of the server, which *could*
14 be sent to a third-party for preserving/copying. David was ready and
15 willing to provide the computer to Christie or a third party after the Court
16 made its order but Christie and her counsel dropped the issue. Further,
17 the order did not state who was in charge of obtaining a third party. As
18 Christie was the one claiming that the computer held information she
19 wanted, David concluded she should be the one to go out of pocket to pay
20 for same. As stated though, nothing came of the issue.

21 ///

1 David fulfilled the requirement of the March 27th Order as he was
2 ready and willing to provide the computer to Christie. Further, David is
3 not at fault to the extent that the Order is vague as to whether a third party
4 was needed or whom was responsible for retaining and paying for same.
5 Hence, David is not in contempt of Court.

6 David continued being willing to provide the computer, but with
7 Christie being responsible for the cost of imaging and preserving the
8 server as she is the one asking for documentation on it and she is in a
9 financially superior financial position to David. Mr. Mayo spoke to Ms.
10 Throne and stated David would comply but wanted to know the name of
11 the forensic analyst Christie had retained. There was no response to this.
12 Regardless, David complied, with his counsel sending Christie's a letter
13 dated September 23rd that she could have the computer for the purpose of
14 having the server imaged.

15 Christie appears to have agreed as Christie followed up with this and
16 had an individual she claims to be her IT expert, Joe Meisrow, pick up the
17 computer. However, Mr. Meisrow is a personal friend of Christie's, as well
18 as a member of Christie's Lifestyle Crossover Group and is involved in
19 Christie's poly lifestyle prom.²⁴ In fact, Mr. Meisrow was at the marital
20 residence for the poly prom garage sale helping Christie sell marital

21 _____
²⁴ See the relevant Facebook pages, attached as **Exhibit 24**.

1 property without court order and in violation of the Court's April 2019
2 Order. Christie also called to state she arranged for Mr. Meisrow to pick
3 up the computer (indicating this individual is not independent) and not
4 even qualified as no CV has been provided and Mr. Meisrow did not even
5 provide chain of custody documentation when he picked up the computer
6 – a fundamental part of obtaining and preserving IT.

7 Further, Mr. Meisrow is close friends with Mr. Ford, the man who
8 damaged and corrupted David's computer and who is a federal felon.
9 Therefore, such an individual must be disqualified given how Christie is
10 able to pay off her friends to say whatever she wants them to.

11 **B. The Court should Not Reconsider Its August 22nd**
12 **Order in Regard to the Continued Operation of the**
Atomic Radiology

13 Christie mentioned several months ago that she was going to shut
14 the business down because it supposedly was not making enough money
15 to pay the malpractice insurance. However, Christie was taking out
16 roughly \$10,000 per month out of the business account for personal
17 expenditures, including gambling.

18 Now, and conveniently, her friend the medical director is the reason
19 the business "must be shut down now." Christie says she has "given
20 clients" to the medical director so he wouldn't sue for not getting paid, but
21 she stated in Court he did so voluntarily and only stopped helping Christie

1 due to Christie's nebulous excuse that he "did not want to be involved in
2 the divorce" despite the fact he is not.

3 The truth of the matter is clear: It was only after the fact Christie
4 threatened months ago to shut down the business and n when David
5 stated he wanted to have the business valued Christie's medical director
6 suddenly "quit", resulting in her supposedly closing the business. The
7 same applies to Christie's excuse that the community cannot afford to pay
8 another doctor or maintain insurance when her bank records show she
9 spends tens of thousands of dollars monthly on gambling. Christie could
10 easily move Atomic Radiology's clients to one of her friend's businesses
11 and work out a sweetheart deal with them.

12 **C. Christie is Not Entitled to Attorney's Fees**

13 David is only in Court due to Christie's misconduct. Christie is the
14 one who paid people off to lie for her. Christie is the one who lied about
15 David molesting his daughter. Christie is the one who has been using hard
16 drugs. Christie is the one holding sex parties at the marital residence in
17 violation of Court orders. Christie is the one who refuses to return to
18 David his passport or allow the sale of the Grandview property to go
19 through. Christie is also the one who intentionally shut down the marital
20 business. Christie's actions are blatant and a clear violation of Court's
21 orders. This is despicable behavior on Christie's part and her gameplaying

1 should not be rewarded under NRS 18.010 and EDCR 7.60.

2 **IV. CONCLUSION**

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

5 Dated Monday, September 30, 2019.

6 Respectfully Submitted,

7 THE ABRAMS & MAYO LAW FIRM

8 _____
9 Vincent Mayo, Esq.
10 Nevada State Bar Number: 8564
11 6252 South Rainbow Blvd., Suite 100
12 Las Vegas, Nevada 89118
13 Attorney for Plaintiff
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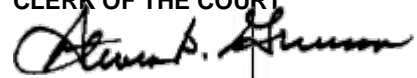
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing *Reply in Support of Motion to*
3 *Change Custody; For Child Support; Exclusive Possession of the*
4 *Marital Residence; Attorney's Fees and For Related Relief and*
5 *Opposition to Countermotion for an Order to Show Cause Why Plaintiff*
6 *Should Not Be Held in Contempt of Court, To Reconsider the Order*
7 *Entered on August 22, 2019 and for Attorney's Fees and Costs* was filed
8 electronically with the Eighth Judicial District Court in the above-
9 entitled matter, on Monday, September 30, 2019. Electronic service of
10 the foregoing document shall be made in accordance with the Master
11 Service List, pursuant to NEFCR 9, as follows:

12 Dawn R. Throne, Esq.
13 Attorney for Defendant

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21
An Employee of The Abrams & Mayo Law Firm



1 **EXH**

Vincent Mayo, Esq.

2 Nevada State Bar Number: 8564

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Attorney for Plaintiff

Eighth Judicial District Court

Family Division

Clark County, Nevada

9 DAVID PATRICK STUCKE,

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

10 Plaintiff,

) Department: F

vs.

12 CHRISTIE LEEANN STUCKE,

13 Defendant.

14 **APPENDIX OF EXHIBITS IN SUPPORT OF**
15 **REPLY IN SUPPORT OF MOTION TO CHANGE CUSTODY;**
16 **FOR CHILD SUPPORT; EXCLUSIVE POSSESSION OF THE**
17 **MARITAL RESIDENCE; ATTORNEY'S FEES AND FOR**
18 **RELATED RELIEF AND**
19 **OPPOSITION TO COUNTERMOTION FOR AN ORDER TO**
20 **SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD IN**
21 **CONTEMPT OF COURT, TO RECONSIDER THE ORDER**
ENTERED ON AUGUST 22, 2019 AND FOR ATTORNEY'S FEES
AND COSTS

///

///

Exhibit	Description
8	Christie's Wells Fargo statements, with highlights in the relevant portions
9	Affidavit of James Williams
10	Video stills of Christie
11	Deposition transcript of the child custody evaluator from 2005
12	Photos of David's Adderall prescription
13	Texts between David and Randi Wood
14	Texts between David and Jennifer Forrester
15	Petition for Modification of Final Judgment
16	Order for Temporary Visitation
17	Affidavit of Dustin Broadway
18	Social media post regarding the June 10, 2019 "Piglet Troup Meeting"
19	Photo shoot from August 16th
20	Mortgage payment history
21	Residential Purchase Agreement
22	September 24, 2019 correspondence
23	September 28, 2019 messages between the parties

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24	Joe Meisrow's relevant Facebook pages
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Dated this 30th day of September, 2019.

Respectfully Submitted,

THE ABRAMS & MAYO LAW FIRM



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Dawn R. Throne, Esq.
Attorney for Defendant

[Handwritten signature]

An Employee of The Abrams & Mayo Law Firm

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

Primary account number: 7685 ■ December 19, 2018 - January 17, 2019 ■ Page 3 of 8



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/26		Overdraft Fee for a Transaction Posted on 12/24 \$20.00 Paypal Inst Xfer 181223 Lyft Medical Systems Group		35.00	
12/26		Overdraft Fee for a Transaction Posted on 12/24 \$7.00 Paypal Inst Xfer 181224 Lyft Medical Systems Group		35.00	
12/26		Online Transfer From Actionrad Solutions Inc Business Checking xxxxxx1401 Ref #1b05L25Jc5 on 12/25/18	100.00		
12/26		Purchase authorized on 12/24 Locksmith Ref#60F2 8888510946 CA S38835833360722 Card 9582		200.00	
12/26		Purchase authorized on 12/24 Laz Parking 900109 Las Vegas NV S468358597086461 Card 9582		8.00	
12/26		Paypal Inst Xfer 181226 Uber Medical Systems Group		4.00	
12/26		Paypal Inst Xfer 181225 Uber Medical Systems Group		7.51	
12/26		Paypal Inst Xfer 181225 Lyft Medical Systems Group		8.00	
12/26		Paypal Inst Xfer 181226 Lyft Medical Systems Group		11.00	
12/26		Paypal Inst Xfer 181225 Houseseatsl Medical Systems Group		169.00	
12/26		Paypal Inst Xfer 181226 Lyft Medical Systems Group		5.00	
12/26		Paypal Inst Xfer 181226 Lyft Medical Systems Group		5.00	-252.51
12/27		Overdraft Fee for a Transaction Posted on 12/26 \$8.00 Purchase Authori Zed on 12/24 Laz Parking 900109 Las Vega		35.00	
12/27		Overdraft Fee for a Transaction Posted on 12/26 \$7.51 Paypal Inst Xfer 181225 Uber Medical Systems Group		35.00	
12/27		Overdraft Fee for a Transaction Posted on 12/26 \$8.00 Paypal Inst Xfer 181225 Lyft Medical Systems Group		35.00	
12/27		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05L6Vg6Y on 12/27/18	300.00		-57.51
12/28		Paypal Inst Xfer 181228 Vudu Inc Medical Systems Group		3.99	-61.50
12/31		Online Transfer From Stucke C Everyday Checking xxxxxx0224 Ref #1b05Ljyvic on 12/29/18	71.00		
12/31		Online Transfer From Actionrad Solutions Inc Business Checking xxxxxx1401 Ref #1b05Ljyw44 on 12/29/18	50.00		
12/31		Online Transfer From Stucke C Everyday Checking xxxxxx5220 Ref #1b05Lmq25 on 12/30/18	143.37		
12/31		Purchase authorized on 12/28 Goettl Air Conditi Las Vegas NV S308362580843716 Card 9582		24.00	
12/31		Purchase authorized on 12/29 Fb *Lincoln Scott Pay.Fb.Com CA S308363832082418 Card 9582		15.00	
12/31		Online Transfer to Hentschl E Everyday Checking xxxxxx3563 Ref #1b05Llmp9 on 12/30/18		65.00	
12/31		Purchase authorized on 12/30 Audible US 888-283-5051 NJ S588364841264119 Card 9582		14.95	
12/31		Paypal Inst Xfer 181229 Lyft Medical Systems Group		1.00	
12/31		Paypal Inst Xfer 181230 Godaddy.Com Medical Systems Group		22.98	
12/31		Paypal Inst Xfer 181231 Truthfinder Medical Systems Group		13.89	46.05
1/2		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05Lvznfs on 01/01/19	500.00		
1/2		Purchase authorized on 12/31 Fb *Megan Zadorozn Pay.Fb.Com CA S389001009044650 Card 9582		20.00	
1/2		Purchase authorized on 12/31 Fb *Megan Zadorozn Pay.Fb.Com CA S469001062363024 Card 9582		30.00	
1/2		Online Transfer to Hentschl J Way2Save Savings xxxxxx8506 Ref #1b05Lvzq7N on 01/01/19		5.00	
1/2		Purchase authorized on 01/01 Fb *Megan Zadorozn Pay.Fb.Com CA S309001564824132 Card 9582		100.00	
1/2		Purchase authorized on 01/01 Fb *Megan Zadorozn Pay.Fb.Com CA S389001629351974 Card 9582		80.00	
1/2		First Premier Payment 181230 51780 5460 Hentschl,Christie L		30.00	
1/2		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		4.00	277.05
1/4		Purchase authorized on 01/02 Fb *Lincoln Scott Pay.Fb.Com CA S309003218635896 Card 9582		20.00	
1/4		Recurring Payment authorized on 01/03 Handy.Com - Jan04 Handy.Com NY S309003648278014 Card 9582		126.00	

Primary account number: ██████████7685 ■ December 19, 2018 - January 17, 2019 ■ Page 4 of 8

**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/4		Purchase authorized on 01/03 Fb *Megan Zadorozn Pay.Fb.Com CA S589003800490076 Card 9582		100.00	31.05
1/7		Overdraft Fee for a Transaction Posted on 01/04 \$126.00 Recurring Payment Authori Zed on 01/03 Handy.Com - Jan04 Handy.CO		35.00	
1/7		Overdraft Fee for a Transaction Posted on 01/04 \$100.00 Purchase Authori Zed on 01/03 Fb *Megan Zadorozn Pay.Fb.C		35.00	
1/7		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05Mjw984 on 01/05/19	300.00		
1/7		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05Mngnnw on 01/06/19	500.00		
1/7		Purchase authorized on 01/04 Walgreens #11766 Las Vegas NV S309005106151187 Card 9582		14.03	
1/7		Purchase authorized on 01/04 Walgreens Store 4930 Blue Las Vegas NV P00389005116674230 Card 9582		150.83	
1/7		Purchase authorized on 01/05 Fb *Megan Zadorozn Pay.Fb.Com CA S469005660620224 Card 9582		100.00	
1/7		Purchase authorized on 01/06 Fb *Megan Zadorozn Pay.Fb.Com CA S309007082923598 Card 9582		250.00	
1/7		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		4.00	242.19
1/8		Online Transfer to Hentschl E Everyday Checking xxxxxx3563 Ref #1b05Mvcc3 on 01/08/19		55.00	187.19
1/9		Purchase authorized on 01/08 Fb *Mike Rivera Pay.Fb.Com CA S389008772876415 Card 9582		50.00	
1/9		Purchase authorized on 01/08 Fb *Kristen Fury Pay.Fb.Com CA S469009127921192 Card 9582		40.00	
1/9		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		2.00	95.19
1/10		Purchase authorized on 01/09 Fb *Meya Stout Pay.Fb.Com CA S589009807885464 Card 9582		50.00	
1/10		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		1.00	44.19
1/11		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05N5Ls9N on 01/10/19	150.00		
1/11		Online Transfer From Stucke C Everyday Checking xxxxxx0224 Ref #1b05N836Hf on 01/11/19	1,527.00		
1/11		Purchase authorized on 01/10 Receptionhq Receipt 8668833499 AZ S589010432707487 Card 9582		29.00	
1/11		Online Transfer to Hentschl J Checking xxxxxx0440 Ref #1b05N5Lstv on 01/10/19		150.00	
1/11		Paypal Inst Xfer 190111 Cleverbridg Medical Systems Group		20.00	
1/11		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		1.00	1,521.19
1/14		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05Nhtfk8 on 01/13/19	1,000.00		
1/14		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #1b05NM53K4 on 01/14/19	1,500.00		
1/14		Purchase authorized on 01/11 Fb *Megan Zadorozn Pay.Fb.Com CA S389011686059447 Card 9582		40.00	
1/14		Purchase authorized on 01/12 Sams Club Sam's Club Las Vegas NV P00000000487111783 Card 9582		55.41	
1/14		Purchase authorized on 01/12 Wal-Mart #4356 Las Vegas NV P00000000935476980 Card 9582		59.51	
1/14		Purchase authorized on 01/12 AAA Membership 800-922-8228 UT S389012745877478 Card 9582		109.00	
1/14		Purchase authorized on 01/12 McDonald's F32190 Las Vegas NV S389012748522624 Card 9582		39.66	
1/14		ATM Withdrawal authorized on 01/12 Warm Spring & Rainbow Las Vegas NV 0004459 ATM ID 8969Y Card 9582		500.00	
1/14		Recurring Payment authorized on 01/12 Logmein*Gotomeetin Logmein.Com CA S389013187023602 Card 9582		29.00	
1/14		Purchase authorized on 01/12 Fb *Jim Cruse Pay.Fb.Com CA S309013195598290 Card 9582		150.00	
1/14		Purchase authorized on 01/12 Paris Le Central Las Vegas NV S589013246394486 Card 9582		15.00	

Primary account number: **587037685** ■ December 19, 2018 - January 17, 2019 ■ Page 5 of 8**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/14		Purchase authorized on 01/13 Fb *Megan Zadorozn Pay.Fb.Com CA S389013306551234 Card 9582		20.00	
1/14		Non-WF ATM Withdrawal authorized on 01/13 3835 W Martin Ave Las Vegas NV 00589013326701212 ATM ID Nvzfia01 Card 9582		304.00	
1/14		Non-Wells Fargo ATM Transaction Fee		2.50	
1/14		Purchase authorized on 01/13 Clark CO Parks and Las Vegas NV S46901376607150 Card 9582		57.00	
1/14		Online Transfer to Hentschl E Everyday Checking xxxxxx3563 Ref #b05Nhlh9 on 01/13/19		50.00	
1/14		Online Transfer to Actionrad Solutions Inc Business Checking xxxxxx1401 Ref #b05Nhlk7F on 01/13/19		400.00	
1/14		Non-WF ATM Withdrawal authorized on 01/14 3835 W Martin Ave Las Vegas NV 00589014786767199 ATM ID Nvzfia01 Card 9582		304.00	
1/14		Non-Wells Fargo ATM Transaction Fee		2.50	
1/14		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		9.00	1,674.61
1/15		Purchase authorized on 01/13 Pts Gold West Marl Las Vegas NV S469013368495365 Card 9582		40.00	
1/15		Purchase authorized on 01/14 Fb *Megan Zadorozn Pay.Fb.Com CA S389014757258561 Card 9582		60.00	
1/15		Purchase authorized on 01/14 Amzn Mktp US*Mb4Hj Amzn.Com/Bill WA S389014826858666 Card 9582		9.58	
1/15		The Swiss Colony Achpayment 190110 xxxxx1075 84A Christie Hentschl		45.00	
1/15		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		3.00	1,517.03
1/16		Purchase authorized on 01/14 Amzn Mktp US*Mb2B1 Amzn.Com/Bill WA S389015087633002 Card 9582		14.97	
1/16		Purchase authorized on 01/15 Fb *Megan Zadorozn Pay.Fb.Com CA S389015817902984 Card 9582		50.00	
1/16	†	Merchant Issued Payment Card - Target Debit Crd ACH Tran 190115 000569640262164 072 Target - Las Vegas NV		185.97	
1/16		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		2.00	1,264.09
1/17		Purchase Return authorized on 01/16 Fb *Meya Stout Pay.Fb.Com CA S629017545250587 Card 9582	50.00		
1/17		Purchase authorized on 01/15 Fb *Megan Zadorozn Pay.Fb.Com CA S469016252296087 Card 9582		20.00	
1/17		Purchase authorized on 01/15 Fb *Megan Zadorozn Pay.Fb.Com CA S589016264702152 Card 9582		20.00	
1/17		Purchase authorized on 01/16 Fb *Megan Zadorozn Pay.Fb.Com CA S589016653345751 Card 9582		20.00	
1/17		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		3.00	1,251.09
Ending balance on 1/17					1,251.09
Totals			\$6,827.37	\$5,671.20	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

† **Merchant-Issued Payment Card:** This transaction is related to a purchase(s) made using a merchant-issued payment card. The date the merchant submitted the transaction to Wells Fargo may not be the date the transaction was conducted.

Summary of Overdraft and Returned Item fee(s)

	Total this statement period	Total year-to-date †
Total Overdraft Fees	\$315.00	\$3,045.00
Total Returned Item Fees	\$0.00	\$315.00

† Year-to-date total reflects fees assessed or reversed since first full statement period of current calendar year.

WELLS
FARGO

Wells Fargo Everyday Checking

Activity summary

Beginning balance on 1/18	\$1,251.09
Deposits/Additions	9,105.00
Withdrawals/Subtractions	- 10,441.11
Ending balance on 2/19	-\$85.02

Account number: 988887685

CHRISTIE L STUCKE

Nevada account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 321270742

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/18		Purchase authorized on 01/16 Amzn Mktp US*Mb91E Amzn.Com/Bill WA S469017277744091 Card 9582		24.00	
1/18		Purchase authorized on 01/17 Amzn Mktp US*Mb3Dx Amzn.Com/Bill WA S309017398525272 Card 9582		50.99	
1/18		Purchase authorized on 01/17 Anthem Pediatrics Las Vegas NV S469017648536324 Card 9582		10.00	
1/18		Purchase authorized on 01/17 Sqc*Lincoln Scott 8774174551 CA S589018011218010 Card 9582		40.00	
1/18		Purchase authorized on 01/17 Sqc*Lincoln Scott 8774174551 CA S469018062408638 Card 9582		20.00	
1/18		Online Transfer to Hentschl E Everyday Checking xxxxxx3563 Ref #lb05P744C4 on 01/18/19		30.00	
1/18		Paypal Inst Xfer 190118 Eforms Subs Medical Systems Group		8.37	
1/18		Save As You Go Transfer Debit to XXXXXXXXXXXX0206		5.00	1,062.73
1/22		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #lb05Pbddwg on 01/19/19	1,100.00		
1/22		Online Transfer From Medical Systems Group Inc Business Checking xxxxxx5639 Ref #lb05Phygn on 01/21/19	1,000.00		
1/22		Purchase authorized on 01/14 Amzn Mktp US*Mb5Cc Amzn.Com/Bill WA S309014838816985 Card 9582		61.37	
1/22		Purchase authorized on 01/16 Amzn Mktp US*Mb43E Amzn.Com/Bill WA S389017271793105 Card 9582		25.99	
1/22		Purchase authorized on 01/17 Fb *Megan Zadorozn Pay.Fb.Com CA S589017813236144 Card 9582		250.00	
1/22		Purchase authorized on 01/17 Fb *Lincoln Scott Pay.Fb.Com CA S389017839698401 Card 9582		40.00	
1/22		Purchase authorized on 01/18 Prime NOW Amzn.Com/Bill WA S469018297313744 Card 9582		66.87	
1/22		Purchase authorized on 01/18 Fb *Megan Zadorozn Pay.Fb.Com CA S469019141658587 Card 9582		150.00	
1/22		Purchase authorized on 01/19 Primerenowtlps Amzn.Com/Bill WA S309019716045477 Card 9582		6.00	
1/22		Purchase authorized on 01/19 Fb *Megan Zadorozn Pay.Fb.Com CA S469019824572344 Card 9582		20.00	
1/22		Purchase authorized on 01/19 Fb *Lincoln Scott Pay.Fb.Com CA S309019824814640 Card 9582		20.00	
1/22		Purchase authorized on 01/19 Fb *Megan Zadorozn Pay.Fb.Com CA S309019835931352 Card 9582		20.00	
1/22		Purchase authorized on 01/19 Samsclub #4983 Las Vegas NV P00000000339373505 Card 9582		60.58	

STUCKE-0763

Stucke v. Stucke
000504

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

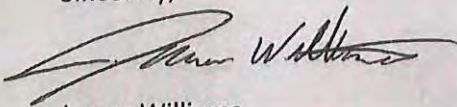
To Whom It May Concern:

I, James Williams swear that the following statements are true. I am David's cousin and have known him my entire life. We have become quite close as adults. David has always been the smartest person around in the family, to ask something if you need something figured out. He's very reliable and one of the calmest and caring people I know. Christie and I were quite close, we hung out alone even when she was fighting with David. Christie was loving to the children as well, Christie would have blow up/violent screaming fits, typically because she suspected David was cheating on her. We would go to the Palms Casino and gamble playing video poker and having some drinks typically. I've stayed with Christie and David several times for over a week the past few years. We got along well and had a good time seeing each other.

- 1) Christie admitted to me in a phone conversation that "We had a cosplay/Star Wars party where people dress up like Star Wars and basically David sent a spy in to take pictures of that event" She said David is mad, and she couldn't understand why if it helps her make money to pay the bills.
- 2) Megan was manipulating the situation with Christie to get what she wanted. She got a new phone and a nice chunk of money to "help" her. Christie corrected Megan's statement as well. I don't know the extent, but I know that Megan didn't write the statement. Christie stated Megan promised to pay her back when she got her tax return. Christie said she's a liar and a manipulator. Megan has had a history of drug abuse problems and currently has a warrant out on her for missing her court date for disorderly conduct/intoxication.
- 3) The day I was talking to David, Megan got on the phone talking about how Christie was crazy and she hopes he gets the kids. She talked about how David watched the kids every day we were there (~ 2 weeks) and she can't believe how Christie just does whatever she wants and makes David take care of the kids. Megan told Christie that she should try some medication as it has helped her with her mood swings. Christie was having a discussion with her in great detail about looking into it and possibly trying some medication.
- 4) I was a close friend to Christie and she would regularly vent to me about things going on and many times was in a very low place that I would talk her out of doing anything stupid. She would threaten to take the insulin that she had and go to sleep. Christie was a good friend to me and we talked regularly.
- 5) Regarding the Thanksgiving incident that Megan refers to, David and Christie were fighting while preparing a party for Christies LV Crossover Group. David threw the potholder on the counter, then Christie stormed out and left us alone (with the kids) for about 6 hours while she went to a casino upset.
- 6) There was no discussion of "transferring the houses" to my name. We talked at the end of December around December 28th, and I was trying to refinance my house since I have been out of work for some time. David was trying to help me with the paperwork.
- 7) "Getting rid of Christie", doesn't make any sense to me according to our conversation. The \$150,000 number may be some misunderstanding of the amount of debt that I currently have or a twist on the fact that David did say... "The kids are more important than money to me, I'll sell everything I have to try and save them." He was talking about the equity in his house.
- 8) Christie admitted that "I don't care about the house, you know that. I'm just listening to my lawyer." She is well aware that David bought and paid the bills on the house including the repairs and furnishing of it.
- 9) Christie told me that "We make about the same amount of money." Talking about her earnings.

I hope that this helps to clarify some of the issues. I am available if needed to discuss any of my statements further. I can be reached at 702-802-1269.

Sincerely,



James Williams

STUCKE-0765

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Ohio
County of Cuyahoga } ss.

On this the 11 day of September, 2019, before me,
Day Month Year

Lisa Martovitz, the undersigned Notary Public,
Name of Notary Public

personally appeared James Francis Williams II,
Name(s) of Signer(s)

- ☐ personally known to me – OR –
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

Lisa Martovitz
Signature of Notary Public

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

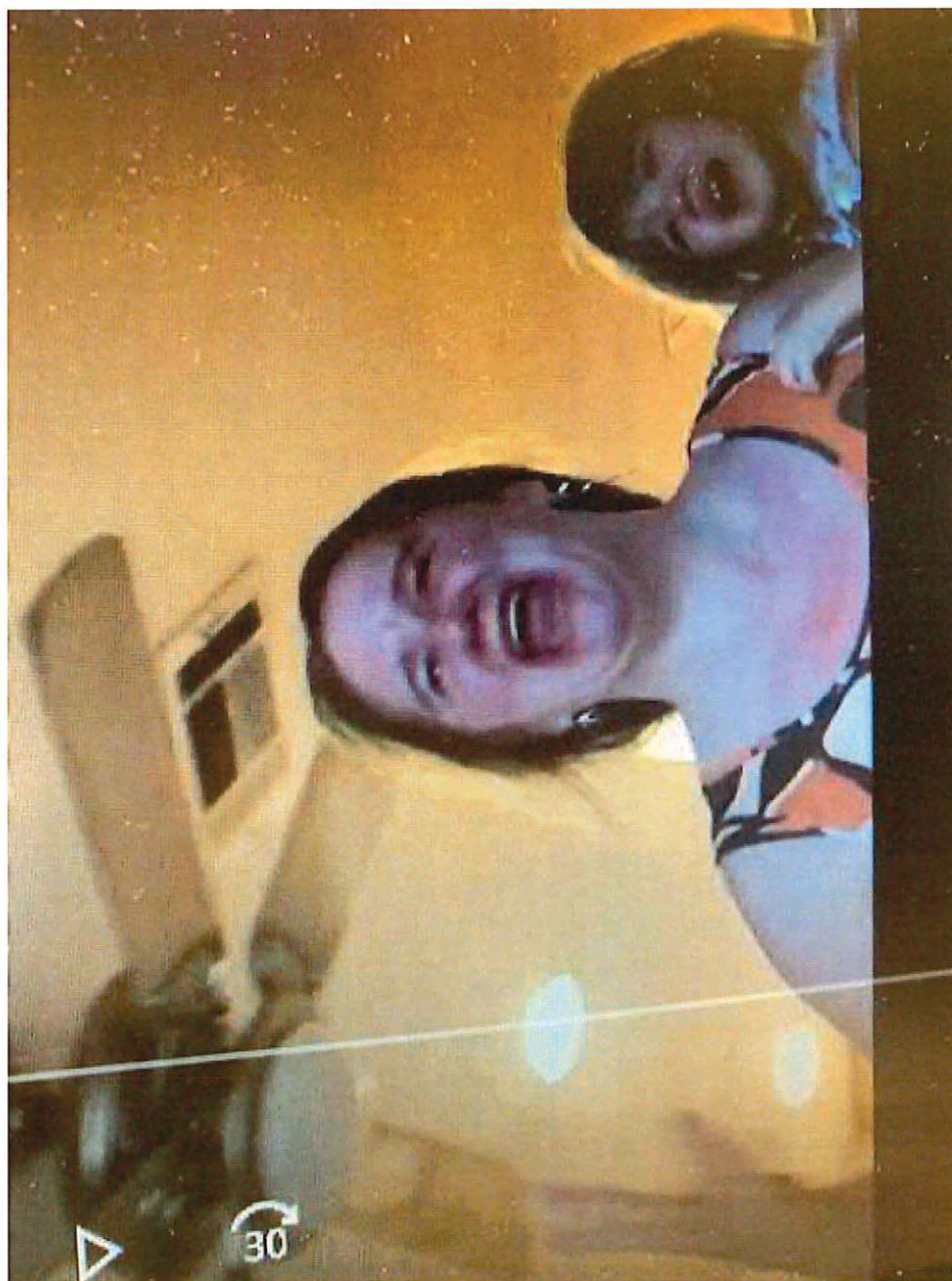
This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Statement of Divorce
Title or Type of Document: To whom it may concern
Document Date: 9-11-19 Number of Pages: 1
Signer(s) Other Than Named Above: _____

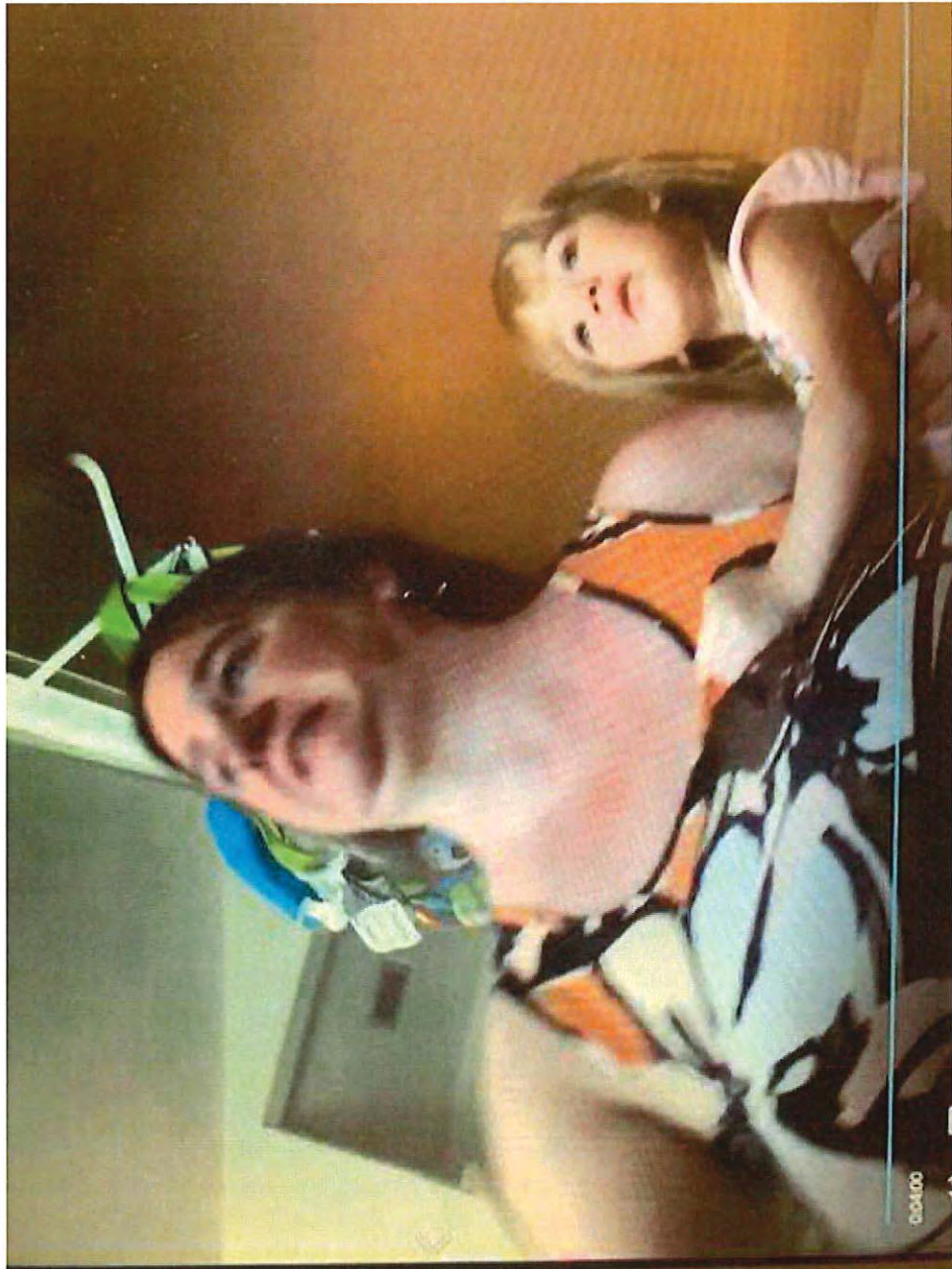
EXHIBIT 10

EXHIBIT 10

EXHIBIT 10



STUCKE-0768



STUCKE-0769



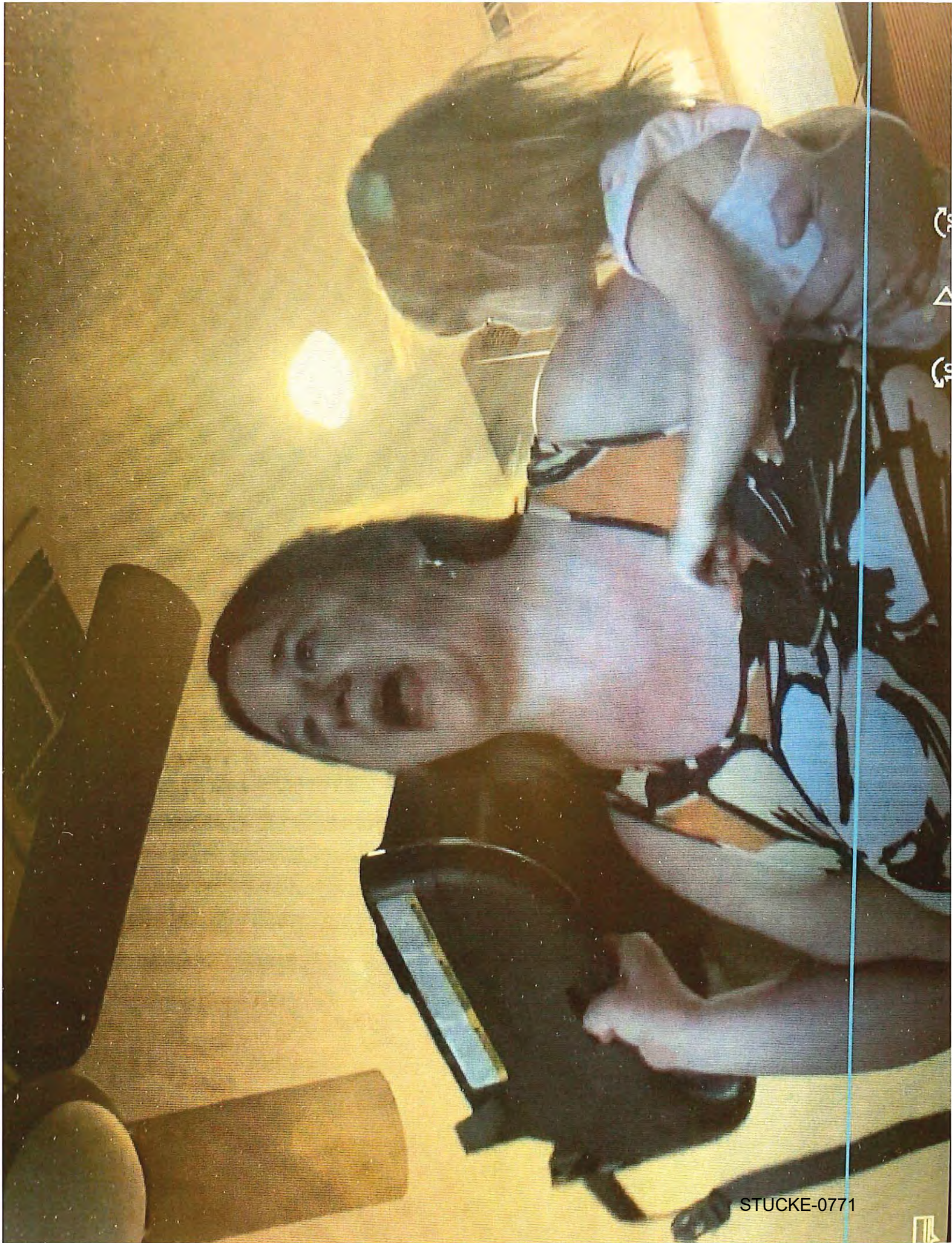
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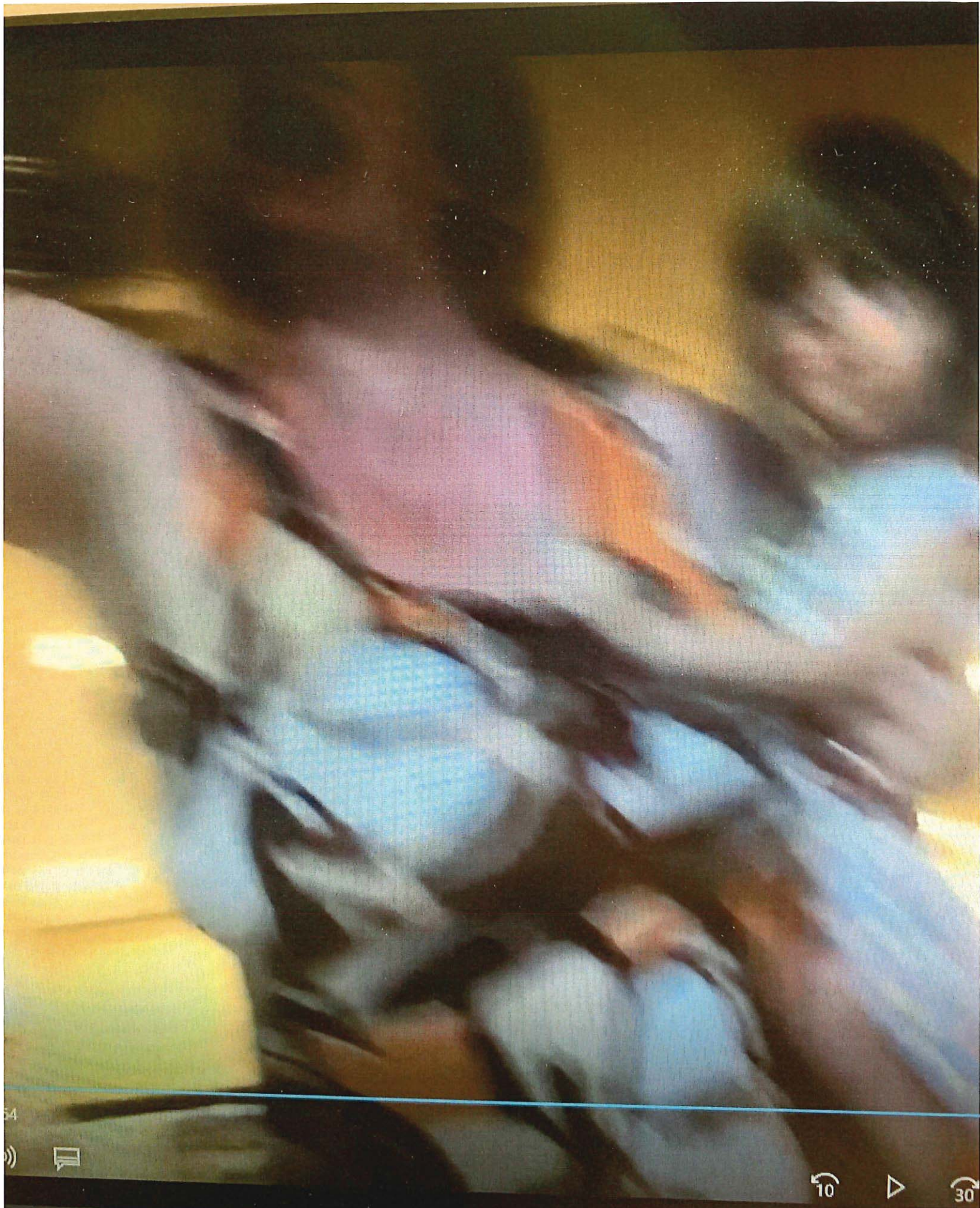
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STUCKE-0770





STUCKE-0771



54



STUCKE-0772

EXHIBIT 11

EXHIBIT 11

EXHIBIT 11

1 A Yes, he agreed with what we've been doing.

2 MS. TELFORD: Object to the form of the
3 question. Dr. Rehmani's report speaks for
4 itself.

5 A His report speaks for itself.

6 Q Based upon Dr. Rehmani's recommendations
7 did you continue your therapeutic sessions with the
8 children?

9 A Along the same line, yes.

10 Q Based upon what has happened recently
11 between Joel and Christie do you have an opinion as
12 to how to proceed with the therapy with him? I
13 guess that's the question.

14 A Well, Christie believes that I don't
15 understand what's going on with Joel I guess. And I
16 certainly do understand what's going on with Joel.
17 That's the point of this whole therapy. And he has
18 responded to the therapy and he is able to talk
19 about his feelings and he does need guidance and he
20 does need a lot of affection and love.

21 He needs positive reinforcement and he
22 needs guidance. He needs discipline but not in the
23 way of continuing restriction and beating him over
24 the head. He doesn't need power struggles. That
25 makes him worse.

1 Q As a result of that incident that occurred
2 on the 26th Mr. Hentschl had questioned that -- I'm
3 sorry, strike that. Do you have any opinion as to
4 the future contact arrangements between Christie and
5 Joel?

6 A Well, I was asking that they be brief
7 until such time -- this was before that happened --
8 I was asking that they be brief until they could
9 work into some trust areas. Then we had a prolonged
10 Christmas and it seemed like Joel just couldn't
11 tolerate that. He acted out on two occasions.
12 Whether he's too tired or too stressed or what
13 happened I don't know. But at this time I'm asking
14 for supervised visitation until we can work through
15 that.

16 Q What is the basis of your opinion that the
17 visitation should be supervised at this time?

18 A Well, Joel just -- he's not wanting to go
19 at all. He's just feeling really negative about his
20 interaction with his mom. He doesn't want to get
21 hit and he doesn't want to get violent and he's
22 really concerned about his relationship with his
23 mother and I can't force him to go. It's like he
24 doesn't want something awful to happen.

25 So I'm saying what if somebody was there,

1 how about we have it supervised for a period of time
2 until you feel you've got your control and can calm
3 things down with your mom. And we will continue to
4 have counseling and -- both kids are kind of leery
5 even about having counseling with Christie there
6 because she's lashing out at me. They told Dr.
7 Rehmani they don't like it when their mom's there
8 because she fights. I mean, they told Dr. Goldman
9 that.

10 Q Do you have an opinion as to what's
11 contributing to Joel's behavior problems at this
12 time?

13 A Well, I think when his mom hit him and
14 hurt his face. He's real leery about that.

15 Q Just so we establish it, when exactly was
16 it that she hit him in his face?

17 A Well, the note that I wrote down I don't
18 have it with me. But as of December 16 is when we
19 had a meeting with his mom and him and she
20 apologized to him so it was right before Christmas.
21 So he was a little bit leery about going to
22 Christmas.

23 Q Did you observe any injuries to him as a
24 result of his mother striking him?

25 A Yes.

1 Q What did you observe?

2 A He came in like the week or two before
3 that. He apparently had been visiting his mom on a
4 Friday and came in to see me on Saturday. He had a
5 scratch, a horizontal scratch on his forehead and
6 his cheek was all puffed up and red and starting to
7 get bruised. And it was a wound here on the point
8 of his cheekbone, like a scratch or a gouge. It was
9 red. And he was all nervous and he told me that
10 came from his mother smacking him, quote unquote.

11 Q Did Christie admit to you that she had hit
12 him?

13 A Let me tell you the rest of what he said
14 first.

15 MS. TELFORD: Objection. No question
16 before. You're not asked any question.

17 Q I strike the prior question. What else
18 did the child say to you at that time?

19 A He said she smacked him several times and
20 it was bleeding, it made his nose bleed. He used
21 half a box of Kleenex to sop up the blood. And he
22 wiped some on the wall because he was afraid his
23 mother would say she didn't hit him and he wanted
24 some evidence there that he had been hit.

25 And he wanted to go home and she wouldn't

1 let him call his dad and he was really scared to
2 stay there. He went to this fair or something the
3 next day and walked in there and his dad met him in
4 front of this concession stand and the lady there
5 said what happened to you? And he goes --

6 MS. TELFORD: Objection, move to strike.

7 Hearsay.

8 Q Continue answering the question.

9 A He said what happened to you and he said
10 my mom smacked me. And so John brought Joel to my
11 office in the afternoon and that's when Joel told me
12 the story about he had been hit.

13 Q Did you have a conversation with Christie
14 about that episode?

15 A Yes, I had a conversation with Christie
16 about that. She said she smacked him but that
17 injury was not from her.

18 Q Meaning the injury --

19 A She said she didn't injure him.

20 Q But she smacked him?

21 A She smacked him.

22 Q Did she indicate she smacked him in the
23 same part of the body that Joel said that he had
24 been smacked?

25 A In the face.

EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

DAVID STUCKE

3485 W MAULE AVE, LAS VEGAS, NV 89118

D-AMPHETAMINE SALT COMBO

MFG TEVA - Generic for ADDERALL 20MG TABLET

TAKE 1 TABLET BY
MOUTH TWICE DAILY

1332524-06311

QTY 60

NO REFILLS

Walgreens

3000 E TROPICANA AVE, LAS VEGAS, NV 89121

830

CAUTION: DO NOT
GIVE TO ANY PERSON OTHER THAN

DAVID STUCKE

3485 W MAULE AVE, LAS VEGAS, NV

D-AMPHETAMINE SAL

MFG TEVA - Generic for ADDERALL

TAKE 1 TABLET BY
MOUTH TWICE DA

RX **1332524-063**

QTY **60**
NO REFILLS

Walgreens

3808 E TROPICA

(702) 5

DATE 07/16/19

COMBO 20MG TABS

TABLETS

WIC-9957754

USE BEFORE 07/16/20

JANICE AGUINALDO, APN

DO NOT USE WITH ALCOHOL OR NON-PRESCRIBED DRUGS
WITHOUT CONSULTING THE PRESCRIBING PRACTITIONER

0121

TCM/TCM/TCM/ /TCM
FEDERAL LAW PROHIBITS THE TRANSFER OF THIS DRUG TO
ANYONE OTHER THAN THE PATIENT FOR WHOM IT WAS PRESCRIBED - Rx ONLY

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

1:26 ↗

LTE 



Randi >

I overheard people calling you a pedophile at Leather Church.

Really? How did that happen?

What did they say exactly?

Today 1:16 PM

I was talking with friends and overheard somebody say that you were a pedophile and creeping on your own babies

That's crazy. I can't believe she would spread that around it's so messed up. She knows it's a lie

Anybody with a brain knows it's a lie, but people are unfortunately allowed to be really fuckin dumb

I guess but who says that... really can't believe she thinks this is what she needs to do.



Text Message



STUCKE-0784



Randi >

That's crazy. I can't believe she would spread that around it's so messed up. She knows it's a lie

Anybody with a brain knows it's a lie, but people are unfortunately allowed to be really fuckin dumb

I guess but who says that... really can't believe she thinks this is what she needs to do. She lies about everything, there has to be some repercussions

Let's hope cps can see the obvious coaching

Hopefully, like, I can take the bs she's spreading about me, but she doesn't get to fuck with my squishies

Thanks for letting me know. I appreciate it



Text Message



EXHIBIT 14

EXHIBIT 14

EXHIBIT 14

11:43 ↗

LTE 



Jennifer Forrester...

Active 24m ago



Hey, I really hate to do this...but people don't want to end up in the middle of the shit show so any place you or Christie might be they don't want to be...including my party. SIGH



No problem

I understand



I'm so sorry

Kinda expected people to be weird anyway



She is making this harder then it should be

Oh, she was involved in this you think?

She is anyway



She's the one that's making everyone uncomfortable or spreading rumors about you



Aa



STUCKE-0787

11:45 ↗

LTE 



Jennifer Forrester...

Active 26m ago



It's a control thing...she
wants it all

Yea

AUG 15, 1:38 PM

Interesting how fast that
travelled



She has a BIG mouth

I know and she thinks she's
right and getting screwed
somehow

Yep...and trying to drag
everyone into the drama

It's why people are staying
clear.

I won't go to any event she is
at.



Well I'm not trying to drag
anyone in cintrary than the
rumors



Aa



EXHIBIT 15

EXHIBIT 15

EXHIBIT 15

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

JOHN F. HENTSCHL,
Former Husband,

CASE NO. 2001-DR-9341

and

CHRISTIE L. HENTSCHL,
Former Wife.

FILED FOR RECORD
2004 APR 22 PM 3:27
KAREN L. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

**SUPPLEMENTAL PETITION FOR MODIFICATION OF FINAL
JUDGMENT OF DISSOLUTION OF MARRIAGE**

COMES NOW, the Former Husband, JOHN F. HENTSCHL, by and through his undersigned attorney, and files this Supplemental Petition for Modification of Final Judgment of Dissolution of Marriage, and in support therefore states as follows:

1. The Former Husband, JOHN F. HENTSCHL, is a resident of Sarasota County, Florida.
2. The Former Wife, CHRISTIE L. HENTSCHL, is a resident of Dade County, Florida.
3. There are three minor children of the parties subject to these proceedings, to wit: ELIZABETH DANIELLE HENTSCHL, date of birth: 5-20-94; JOHN JOSEPH HENTSCHL, date of birth: 5-13-97 and JOEL JOSEPH HENTSCHL; date of birth: 1-20-99.
4. On November 29, 2001, this Court entered a Final Judgment of Dissolution of Marriage was entered in this matter which, in part, provided the Former Husband was designated the primary residential custodian of the parties minor children, and that the Former Wife had unsupervised visitation. In addition, the Former Wife was ordered to pay the Former Husband the sum of \$121.00 per week as and for child support.
5. There has been a substantial change of circumstances since the entry of the Final Judgment, to wit: the Former Wife's behavior while exercising her visitation rights



STUCKE-0790

and during telephone contact with the minor children has been inappropriate, including but not limited to making disparaging, false, and/or hurtful statements with the intent to interfere with the Former Husband's parent/child relationship. The Former Wife has also made false and unsubstantiated reports to the Department of Children and Family Services alleging that the Former Husband has been physically abusing the child(ren).

6. It is detrimental to the minor children for the Former Wife to continue to have unsupervised contact with them.

7. It is in the best interest of the minor children that the Former Wife have supervised visitation and monitored phone contact.

8. There has been substantial change in circumstances since the entry of Final Judgment in that the Former Wife's income has increased, the children are older and their needs have increased.

9. It is in the best interest of the minor children that the Former Wife's child support obligation be increased to guidelines based on the above circumstances.

10. This Court has jurisdiction to modify the Final Judgment pursuant to the Florida Statutes 61.14 and 61.17(1)(b).

11. The Former Husband has retained the services of Lisa J. Kleinberg to pursue his rights as enunciated in this Petition.

WHEREFORE, the Former Husband respectfully requests this Honorable Court to enter an Order modifying the Final Judgment, ordering the Former Wife to have supervised contact with the minor children, increasing the Former Wife's child support, and granting such other and further relief as this Court deems just and proper.



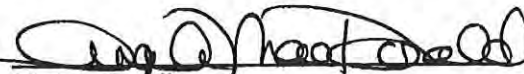
JOHN F. HENTSCHL

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared, JOHN F. HENTSCHL, first by me duly sworn, deposes and says: that he is the Former Husband in

the above-styled cause; that he has read the above and foregoing Supplemental Petition for Modification of Child Support and knows the facts and matters therein stated and alleged; and that such and all of said facts and matters are true and correct.

SWORN TO AND SUBSCRIBED before me this 22nd day of April, 2004.


Notary Public



Lisa J. Kleinberg, Esquire
2051 Main Street, Suite 101
Sarasota, Florida 34237
941/366-9720
Florida Bar No. 0940010
Attorney for Former Husband

EXHIBIT 16

EXHIBIT 16

EXHIBIT 16

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

JOHN F. HENTSCHL,
Former Husband,

CASE NO. 2001-DR-9341

and

CHRISTIE L. HENTSCHL,
Former Wife.

STIPULATION FOR TEMPORARY VISITATION

COMES NOW the parties, along with undersigned counsel, and hereby stipulate and agree as follows:

1. Both parties shall file Voluntary Dismissals of their respective Supplemental Petitions for Modification.
2. The Former Wife shall have visitation with the minor children for the year 2005 as follows:
 - June 17 - June 19
 - July 1 - July 10
 - August 19 - August 21
 - September 9 - September 11
 - September 23 - September 25
 - October 7 - October 9
 - October 21 - October 23
 - November 11 - November 13
 - ~~November 23 - November 27~~ Nov. 18 - Nov. 20
 - December 16 - December 26, at 2:00 p.m.
3. Unless otherwise indicated, pick up and drop off shall be at the residence of the Former Husband at 6:30 p.m. each date.
4. The Former Wife has a 1 hour time window - until 7:30 p.m. - to pick up the children before she is considered late.

FILED FOR RECORD
2005 AUG - 1 AM 11:12
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL



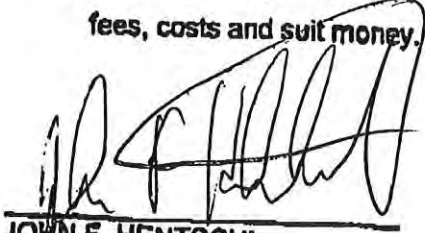
Jun. 28. 2005 4:50PM


LAW OFFICE

No. 2915 P. 3/5

5. The minor child, John, is required to attend summer school on July 5, 6, 7 & 8; from 8:30 am - 1:30 pm. The Former Wife will be responsible for assuring his strict attendance.
6. The Former Wife shall be responsible for any child care expenses incurred by the Former Husband as a result of the Former Wife being late or missing a scheduled visitation.
7. The Former Wife is to participate in the children's therapy with Patricia Musselwhite-Weaver. The Former Wife shall communicate directly with the therapist to schedule her appointments.
8. During this schedule, the Former Wife's visitations must occur in the Twelfth Judicial Circuit, with the exception that the Former Wife may take the children to Tampa or Orlando during the extended visitation dates in July and December.
9. The Former Wife may have additional visitations in Sarasota, upon 48 hours notice, with the understanding that the children must continue to participate in their normally scheduled extracurricular activities. The Former Wife may pick-up or drop off the children at their activities, or she may participate or observe the activity as allowed by the facility providing the activity.
10. The Former Wife shall have telephone contact with the children on Monday, Tuesday, Thursday and Sunday evenings from 7:30 p.m. - 7:45 p.m. The Former Wife shall initiate all contact. The Former Wife has the option of providing the children with a computer and video cam to conduct the communications. The children shall be permitted to call the Former Wife when they want to. *Reasonable Limited without Restrictions.*
11. The parties are authorized to record telephone conversations between themselves. No further consent or notice is required. Each party recognizes that these recordings may be used in evidence in Court. This provision does not authorize, and the parties shall not record conversations in which the children are participating.
12. Neither party shall make any negative or disparaging statement regarding the other party, nor knowingly allow any third party to do so. Neither party shall discuss issues regarding this litigation with the children.

13. The minor children shall be allowed to have pictures of the Former Wife and Former Husband in the other party's house.
14. Prior to January 1, 2006, the parties will confer for the purposes of designing a visitation schedule for the calendar year 2006, and beyond, if possible. In the event they are unable to come to an agreement, the Former Wife shall minimally be entitled to visitation every third weekend subject to the herein contained geographical limitation, until the matter can be determined by the Court.
15. Although there is a geographical limitation contained herein, the Former Wife does not believe that such limitation is necessary, and has agreed to same as an accommodation to the recommendations of the therapist. The Former Wife is not consenting to a continuation of the geographical restrictions subsequent to January 1, 2006. If this becomes an issues post January 1, 2006, the Wife reserves the right to bring this matter to the Court for determination.
16. In the event either party shall be required to obtain counsel for the purpose of enforcing the terms of this Agreement, then the party which prevails in an action filed to accomplish same, shall be entitled to an award of reasonable attorney's fees, costs and suit money.


JOHN F. HENTSCHL
Former Husband


LISA KLEINBERG
Attorney for Former Husband


CHRISTIE L. HENTSCHL
Former Wife


LESLIE TELFORD
Attorney for Former Wife

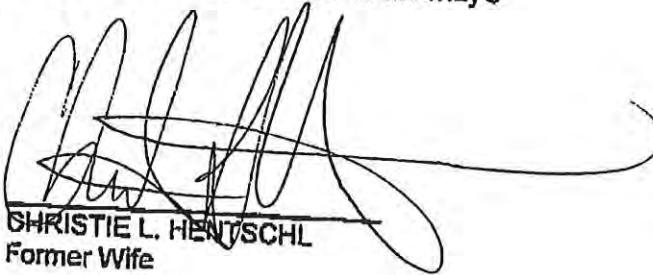
Jun. 28, 2005 4:50PM LAW OFFICE

No. 2915 P. 4/5

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16. In the event either party shall be required to obtain counsel for the purpose of enforcing the terms of this Agreement, then the party which prevails in an action filed to accomplish same, shall be entitled to an award of reasonable attorney's fees, costs and suit money.

JOHN F. HENTSCHL
Former Husband

LISA KLEINBERG
Attorney for Former Husband



CHRISTIE L. HENTSCHL
Former Wife

LESLIE TELFORD
Attorney for Former Wife

JUN-29-2005(WED) 07:44 KLAUS & Telford, PA
Jun. 28. 2005 4:51PM LAW OFFICE

(FAX) 941 366 8407 P. 005/005
No. 2915 P. 5/5

ORDER

THIS MATTER having come before the Court upon Stipulation of the parties and the Court being fully advised in the premises it is hereby,

ORDERED AND ADJUDGED that the foregoing Stipulation is approved and incorporated herein by reference and the parties are ordered to comply with same.

DONE AND ORDERED in Sarasota, Sarasota County, Florida, this 28 day of July, 2005.



DIANA MORELAND
CIRCUIT JUDGE

cc: Lisa J. Kleinberg, Esquire
Leslie Telford, Esquire

EXHIBIT 17

EXHIBIT 17

EXHIBIT 17

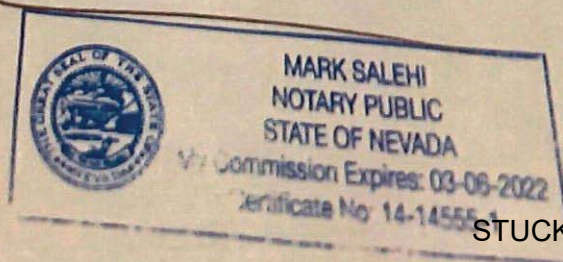
To whom it may concern:

I am writing to you today on behalf of David Stucke. I have attended one of the parties that his wife has thrown at 3485 W Maule Ave. The party I attended was May 4th and was a Star Wars themed bdsm/sex party. There were open bdsm and sex acts through the yard, garage and downstairs of the house. She gave a tour, showing the multiple play areas, including the downstairs bedroom in the house. Christie gave a speech to everyone bragging saying "this is my house and I can do this whenever I want, since I'm going through a divorce I have half the week free." During the party I happened to be standing by Christie while she was in the hot tub with a few people. A couple next to her said, "We should get ready to leave soon, its getting late and we need to get home to the babysitter." Christie replied with "Thank god I don't have to worry about that, I'm getting a divorce. I don't have to take care of the kids half of the week." Shortly after she stands up naked cheering and hi-fiving people saying "Everybody get Kinky". There were performances inside and outside of the house. People had access to the entire downstairs and there was a ribbon indicating the upstairs was off limits. The charge to attend was \$55/person and there were approximately 80-100 people attending. I, Dustin Bradway, swear the above letter is the truth and nothing but the truth.

Yours Truly,

Dustin Bradway

Dustin Bradway.



STUCKE-0800

EXHIBIT 18

EXHIBIT 18

EXHIBIT 18

6:37



< Search Facebook

MON, JUN 10, 2019 AT 7 PM - 10 PM

702 Piglet Troop Monthly Meeting

my place address w be provided



Going



Maybe



Can't Go



More



my place address w be provided

About

Private event by **Christie Leann Stucke**

This is the monthly get together for the little Scouts a craft or activity will be available.

... **See More**

Responses

Went

8

Maybe

4

Invited

17



Christie is going

Message

Posts



10:42

LTE



Announcements



Christie Leann Stucke created a poll. ...

Tuesday at 1:43 AM · 📍

What day works best for a Pokemon Picnic at Sunset Park for a little's outing ? June Sat 29th or Sun 30th



Sat June 29th 12p - 4p ...



6 votes



Sun June 30th 12p - 4p ...



5 votes



Add a poll option...

1 Comment Seen by 29



Like



Comment



Christie Leann Stucke ...

June 3 at 10:00 AM · 📍

Hey everybody it's first Monday night I know me and Octavia are still getting a schedule together for the next couple months.....

We are scheduling the next little Scouts meeting for next Monday night.



5

Seen by 28



Like



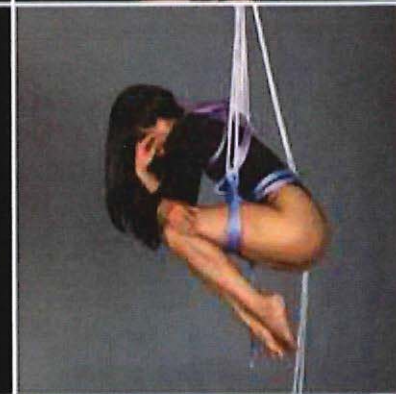
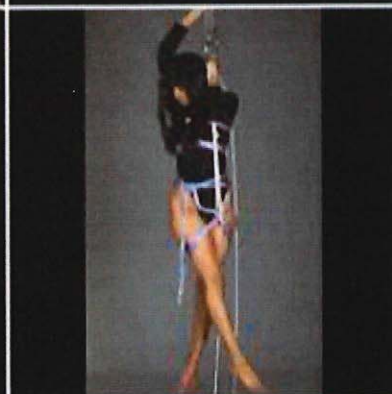
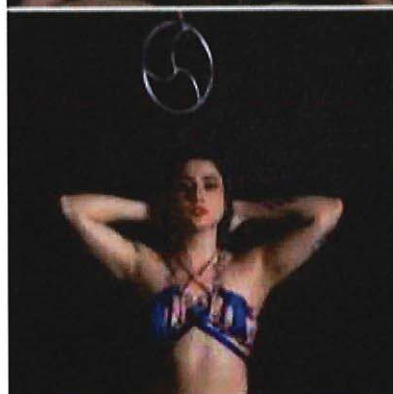
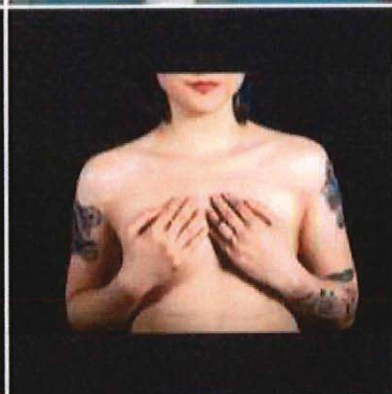
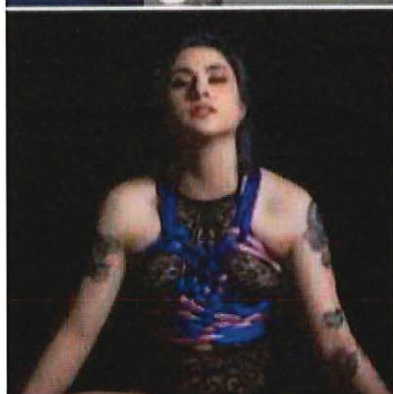
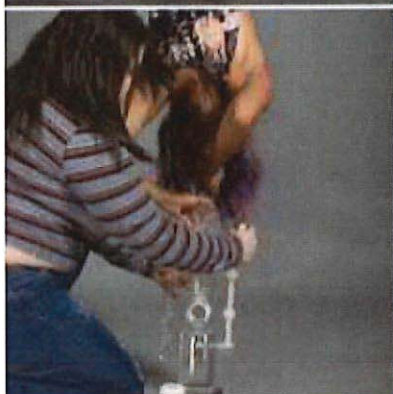
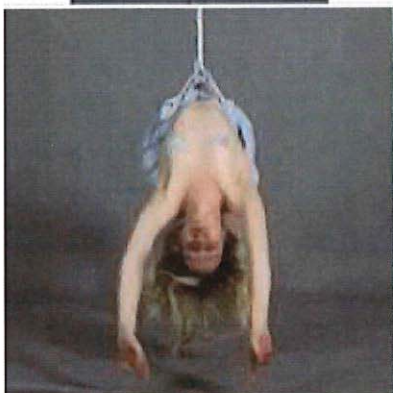
Comment



EXHIBIT 19

EXHIBIT 19

EXHIBIT 19



STUCKE-0805

EXHIBIT 20

EXHIBIT 20

EXHIBIT 20

Transaction History

Your Current Year To Date (YTD) Amount Paid

Total Amount Paid **\$12,308.63**

Principal **\$3,304.16** Interest **\$6,818.00** PMI **\$0.00**

Escrow **\$2,123.21** Fees **\$63.26**

Payment Type	Date Due	Date Received	Payment Description					Payment Amount	Principal	Partial Payment (Unapplied)	Escrow Balance
			Principal	Interest	Fees/Costs	Escrow	Partial Payment (Unapplied)				
Tax		Sep 26, 2019	\$0.00	\$0.00	\$0.00	-\$574.15	\$0.00	\$0.00	\$0.00	\$0.00	\$206.14
Payment	Sep 1, 2019	Sep 13, 2019	\$418.15	\$847.12	\$0.00	\$280.47	\$0.00	\$1,545.74	\$238,768.70	\$0.00	\$780.29
Payment	Aug 1, 2019	Aug 19, 2019	\$416.67	\$848.60	\$63.26	\$280.47	\$0.00	\$1,609.00	\$239,186.85	\$0.00	\$499.82
Tax		Aug 2, 2019	\$0.00	\$0.00	\$0.00	-\$575.89	\$0.00	\$0.00	\$0.00	\$0.00	\$219.35
Payment	Jul 1, 2019	Jul 15, 2019	\$415.20	\$850.07	\$0.00	\$280.47	\$0.00	\$1,545.74	\$239,603.52	\$0.00	\$795.24
Insurance	Jul 1, 2020	Jun 28, 2019	\$0.00	\$0.00	\$0.00	-\$1,166.37	\$0.00	-\$1,166.37	\$240,018.72	\$0.00	\$514.77
Payment	Jun 1, 2019	Jun 15, 2019	\$413.74	\$851.53	\$0.00	\$256.36	\$0.00	\$1,521.63	\$240,018.72	\$0.00	\$1,681.14
Payment	May 1, 2019	May 1, 2019	\$412.28	\$852.99	\$0.00	\$256.36	\$0.00	\$1,521.63	\$240,432.46	\$0.00	\$1,424.78
Payment	Apr 1, 2019	Apr 3, 2019	\$410.82	\$854.45	\$0.00	\$256.36	\$0.00	\$1,521.63	\$240,844.74	\$0.00	\$1,168.42
Payment	Mar 1, 2019	Mar 7, 2019	\$409.37	\$855.90	\$0.00	\$256.36	\$0.00	\$1,521.63	\$241,255.56	\$0.00	\$912.06

STUCKE-0807

EXHIBIT 21

EXHIBIT 21

EXHIBIT 21



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 09/16/19
Gloria King **Michael King** ("Buyer"), hereby offers to purchase
3740 GRANDVIEW PL ("Property"), within the
city or unincorporated area of LASVEGAS, County of CLARK, State of Nevada,
Zip 89120, A.P.N. # 161-30-118-010 for the purchase price of \$ 410,000.00
(Four Hundred Ten 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** ☒ to be wired
upon acceptance of this offer. Upon Acceptance, Earnest Money to be
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) **OR**
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.)
- \$ 405000 **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.
- \$ 0.00 **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS**
IN THE "FINANCING ADDENDUM" which is attached hereto.
- \$ 0.00 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow ("COE").
- \$ 410,000.00 **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: Gloria King Michael King

BUYER(S) INITIALS: GK MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____ / _____

Rev. 01/19

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Page 1 of 10

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within done 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 21 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 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 Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. CASH PURCHASE: Within NA 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: _____

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 First American Title title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Laura Maynulet ("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: Gloria King Michael King

BUYER(S) INITIALS: JK MLK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____/_____

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before:

10/16/19 (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 10 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.

JK Buyer's Initials MK Buyer'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 turned on

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: Gloria King Michael King

BUYER(S) INITIALS: JK MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: /

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

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	Seller	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer	Other:	

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 recording 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 title

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: Gloria King Michael King

BUYER(S) INITIALS: JK / MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____ / _____

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 \$ 0 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 TBD. ☒ Seller **-OR-** ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 750. 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	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other: _____					

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) Mold & Pest Disclosures

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: Gloria King Michael King

BUYER(S) INITIALS: GK MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____

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 2 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 X 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 or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. 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: [Signature] / [Signature] **SELLER(S) INITIALS:** _____ / _____

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: Gloria King Michael King

BUYER(S) INITIALS: [Signature] / [Signature]

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____ / _____

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/FEES: 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

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: Gloria King Michael King

BUYER(S) INITIALS: JK / MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____ / _____

Rev. 01/19

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Page 7 of 10

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

24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

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

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

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: Gloria King Michael King

BUYER(S) INITIALS: GeK MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: /

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: _____

Buyer's Acknowledgement of Offer

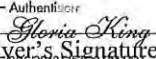

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>Cheryl Davis</u>	Agent's Name: <u>Natasha Alikova</u>
Company Name: <u>Paragon Premier Properties</u>	Agent's License Number: <u>BS. 0144532</u>
Broker's License Number: <u>B. 0027462</u>	Office Address: <u>2904 W Horizon Ridge Pkwy, Ste 201</u>
Phone: <u>702-701-1169</u>	City, State, Zip: <u>Henderson NV 89052</u>
Fax: _____	Email: <u>natasha@gvhomefinder.com</u>

BUYER 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 (Buyer) **-OR-** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Seller must respond by: 10 (☒ AM ☐ PM) on (month) September, (day) 18, (year) 2019. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

 Buyer's Signature <small>09/16/2019 6:57 PM PDT</small>	<u>Gloria King</u> Buyer's Printed Name	<u>09/16/2019</u> Date	<u>6:57 PM</u> Time	AM <input checked="" type="radio"/> PM
 Buyer's Signature <small>09/16/2019 6:46 PM PDT</small>	<u>Michael King</u> Buyer's Printed Name	<u>09/16/2019</u> Date	<u>6:46 PM</u> Time	AM <input checked="" type="radio"/> 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>Gloria King</u> <u>Michael King</u>	BUYER(S) INITIALS: <u>GK</u> / <u>MK</u>
Property Address: <u>3740 GRANDVIEW PL</u>	SELLER(S) INITIALS: _____ / _____

Seller's Response

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

Seller's Broker: _____	Agent's Name: <u>Darlene Dato-On</u>
Company Name: <u>Better Life Realty</u>	Agent's License Number: <u>S.0179427</u>
Broker's License Number: _____	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:** _____/_____

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.

_____ Seller's Signature	_____ Seller's Printed Name	_____ Date	_____ Time	_____ AM	_____ PM
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_____ Seller's Signature	_____ Seller's Printed Name	_____ Date	_____ Time	_____ AM	_____ PM
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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: Gloria King Michael King

BUYER(S) INITIALS: GK MK

Property Address: 3740 GRANDVIEW PL

SELLER(S) INITIALS: _____/_____

EXHIBIT 22

EXHIBIT 22

EXHIBIT 22



† Jennifer V. Abrams, Esq.
† Vincent Mayo, Esq.

6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
P. 702.222.4021 F. 702.248.9750
www.TheAbramsLawFirm.com

Tuesday, September 24, 2019

URGENT ATTENTION REQUIRED

Dawn R. Throne, Esq.
1070 W. Horizon Ridge Pkwy.
Suite 100
Henderson, Nevada 89012

Re: David P. Stucke v. Christie L. Stucke
Case Number: D-18-580621-D

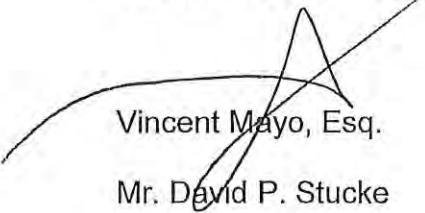
Dear Ms. Throne:

As your client is aware, Mr. Stucke is in the process of selling the real property located at 3740 Grandview Place. The property has been listed for sale for some time now, and it is finally under contract. However, the buyers are threatening to back out of the deal based upon the lis pendens placed on the property by your office. Further delays in selling the property will create an additional financial hardship for both parties. If the issue is the disposition of the sales proceeds, then Mr. Stucke is willing to agree to have the proceeds held in a separate client trust account with our firm until further order of the Court. This makes the most sense as it is what the parties agreed to do with the sales proceeds from the sale of the Birkland Court property earlier in this litigation. I am willing to draft a Stipulation and Order to that effect. Please let me know on this as soon as possible on this, so that the sale of the property can move forward.

As always, should you have any questions or comments, please do not hesitate to call.

Sincerely,

THE ABRAMS & MAYO LAW FIRM



Vincent Mayo, Esq.

Mr. David P. Stucke

EXHIBIT 23

EXHIBIT 23

EXHIBIT 23

8:57 ↗

◀ Search



View Message

From: Christie Stucke

To: David Stucke

[Details](#)

Re: car insurance

Today at 07:10 PM

Please provide me with the name of the Agent and I will pay them directly.. What is the due date also..

From: David Stucke

09/28/2019 at 07:04 PM

To: Christie Stucke

Subject: car insurance

Please put the money fir the car insurance in the account or let me know if you've paid your portion directly. If you'd rather get your own insurance just let me know, it will likely cost both of us money but it's your choice. It autopays to save \$50. It will bounce as is. Please let me know what you're doing.

Also another passport reminder...



8:58 ↗

◀ Search



< Sent Messages



DS

David Stucke

Today at 08:57 PM

Re: Re: car insurance

I guess you are forcing me to ask for my passport through the lawyer, pretty stupid. Giving me trou...

DS

David Stucke

Today at 07:47 PM

Re: Re: car insurance

I'll look into up the info and send it.

DS

David Stucke

Today at 07:04 PM

car insurance

Please put the money fir the car insurance in the account or let me know if you've paid your porti...

DS

David Stucke

Sep 25, 2019

RE: Jacket??

I don't see any jackets around, there might be packed up, I'll dig through some bags and bri



EXHIBIT 24

EXHIBIT 24

EXHIBIT 24

2:50

LTE



Joe Mez



Joe Mez

Member of **LV Crossover Group** since February 8, 2019



Add Friend



Message



More

Things in Common



4 mutual friends including **Miguel Angel Marrero** and **Elías Perez**



Went to **Poly Community Garage Sale Fundraiser for Poly Prom**



Lives in **Las Vegas, Nevada**



Likes **RopePlay Goddess** and **BDSM Educational Center**

[View Facebook Profile](#)

2:45

LTE



Joe's Friends



Suggestions

Mutual

All

Search Friends

20 Mutual Friends



Marc Ford

34 mutual friends



Eric Mann

40 mutual friends



Manda Thomas

6 mutual friends



Manda SassyBrat Reynolds

10 mutual friends



Mykel Valentin

30 mutual friends



Christie Leann Stucke

140 mutual friends



Arthur Seaberry

